REVISED

CITY OF REDLANDS

CITY COUNCIL

A G E N D A

JUNE 18, 2024

EDDIE TEJEDA
Mayor

PAUL T. BARICH
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MARIO SAUCEDO
Council Member
***
JEANNE DONALDSON
City Clerk

PHILLIP DOOLITTLE
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

5:00 p.m. Open Public Meeting, Public Comment (Closed Session)
6:00 p.m. Open Session (Public Meeting)
* * *
City Council Chambers
Civic Center, 35 Cajon Street, Redlands, California

A G E N D A

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

TUESDAY, JUNE 18, 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

5:00 P.M.

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

B. **Recess until 6:00 P.M. Open Session (There are no Closed Session matters)**

6:00 P.M.

C. **Reconvene City Council Meeting**

D. ***Invocation by Mayor Tejeda- 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.)

E. **Presentations**

1. Presentation of a proclamation recognizing the Junior Achievement, Inland Empire Region 70th Anniversary presented to Erin Welch, Director of Development, Junior Achievement of Orange County and Inland Empire (Mayor Tejeda)

2. Presentation of the Parks and Recreation Month Proclamation to Doug Gonzales, Chair of the Parks and Recreation Commission (Mayor Tejeda)

3. Presentation of the Juneteenth proclamation to Kai Joseph King, Vickie Davis, and Crystal Mansker from Stronger Together Now (Council Member Davis)

4. Presentation of the International Day of Yoga Proclamation to Roop Kishor Goyal (Mayor Tejeda)

F. **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.)

G. **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 of June 4, 2024 (City Clerk Donaldson)

2. Authorize issuance of a proclamation recognizing the Junior Achievement, Inland Empire Region 70th Anniversary (Mayor Tejeda)

3. Authorize issuance of a proclamation declaring July 2024 as Park and Recreation month (Mayor Tejeda)

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4. Authorize issuance of a proclamation recognizing June 21, 2024 as International Yoga Day in the City of Redlands (Mayor Tejeda)

5. Authorize issuance of proclamation declaring June 19, 2024, as Juneteenth (Mayor Tejeda and Council Member Davis)

6. Authorize issuance of a proclamation honoring Olive Avenue Market for its centennial (Council Member Guzman-Lowery)

7. Adopt Resolution No. 8568, approving regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held November 5, 2024 (City Clerk Donaldson)

8. Adopt Resolution No. 8567 calling and giving notice of the holding of a General Municipal Election and requesting the Board of Supervisors of the County of San Bernardino to consolidate said election with the election to be held on Tuesday, November 5, 2024 (City Clerk Donaldson)

9. Approve the Auctioning Services Agreement with J.J. Associates, Inc. doing business as Ken Porter Auctions (Assistant City Manager McConnell)

10. Adopt Ordinance No. 2966 amending Redlands Municipal Code Chapter 17.17 (Improvements) of Title 17 (Subdivision Regulations) to modify the criteria and findings pertaining to the requirement for undergrounding utilities that are applicable to subdivisions and development projects (Development Services Director Desatnik)

11. Adopt Salary Resolution No. 8599 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8520 (Human Resources/Risk Management Director Meteau)

12. Adopt Ordinance No. 2971, Levying special taxes within City of Redlands Community Facilities District No. 2001-1 (Northwest Development Project) and Community Facilities District No. 2003-1(Redlands Business Center) (Management Services/Finance Director Garcia)

13. Approve an Agreement with San Bernardino County for the Collection of Special District Assessments (Management Services/Finance Director Garcia)

14. Approve a Professional Services Agreement for Business Tax Administration Services and Local Tax Compliance Services with Hinderliter De Llamas & Associates (HdL Software, LLC) (Management Services/Finance Director Garcia)

15. Adopt Resolution No. 8586 that will adopt the Senate Bill No. 1 Road Repair and Accountability Act (SB1) Project List and approve funding for the City's Pavement Management Program, 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)

16. Approve a Non-Professional Services Agreement with Redlands Ironworks, Inc. for the High Cube Storage Containers and Associated Groundwork Project, for an amount not to exceed $69,600 and determine that this project 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. Approve the purchase of ten (10) Rectangular Rapid Flashing Beacon signs from NexTech Systems, Inc. for a total purchase price of $61,621.65 and approve an exception to the formal bid process (Municipal Utilities and Engineering Director Harris)

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18. Adopt Resolution No. 8600 to designate the amount of project expenditures to be reimbursed by the Clean Water State Revolving Fund process to fund construction of the City of Redlands Wastewater Treatment Plant Upgrades Project, and determine approval of the Resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

19. Approve a modification of the purchase order with JCI Jones Chemical to increase by $15,000 for a not to exceed amount of $90,000 (Municipal Utilities and Engineering Director Harris)

20. Approve the agreement with Landfill Gas Engineering, Inc. for air quality sampling and analysis services for the wastewater treatment plant and landfill with an initial one (1) year term and an option to extend for one (1) additional year for a total amount not-to-exceed $250,000, 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)

21. Approve the First Amendment to the Professional Services Agreement with Dudek for the Wellhead Perchlorate Treatment System Project revising the Initial Term to the Agreement and providing for a one-year extension, and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

22. Approve a purchase order modification in the amount of $10,000 with Law Enforcement Medical Services for the remainder of the fiscal year (Police Chief Tolber)

23. Approve sole source services with Bio-Tox Laboratories, Inc. in an amount not-to-exceed $45,000 per year for forensic toxicology testing services from July 1, 2024 through June 30, 2026 (Police Chief Tolber)

24. Approve a Memorandum of Understanding between the City and Loma Linda University Children's Hospital for use of the Children's Assessment Center and authorize the Chief of Police to execute the agreement (Police Chief Tolber)

25. Approve sole-source with Cellebrite, Inc. for subscription renewal to operate the Cellebrite system, in an amount not to exceed $62,531.25 per fiscal year from July 1, 2024 through June 30, 2026 (Police Chief Tolber)

26. Approve the Master Subscription Agreement, and accompanying Professional Services Addendum with Brightly Software, Inc. for an amount not to exceed $117,904.14 related to an asset management software system (Facilities and Community Services Director Crocker)

27. Receive and file update regarding the Zanja Trail improvements between Church Street and 7th Street (Facilities and Community Services Director Crocker)

28. Approve a Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program to provide temporary staffing services to support the Recreation and Senior Services Divisions in an amount not-to-exceed $75,000, and determine that approval of the Memorandum of Understanding 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)

Recycled Paper

H. **Communications**

1. Discussion and possible action regarding the City Council priority item: Affordable Housing (Development Services Director Desatnik)

2. Discussion and possible action regarding the installation of metal detectors in Council Chambers (Council Member Davis)
THIS ITEM WAS REMOVED FROM THE AGENDA BY COUNCIL MEMBER DAVIS AND WILL NOT BE HEARD. IT IS NOT SCHEDULED FOR A FUTURE AGENDA AT THIS TIME.

I. **Public Hearings**

1. Resolution No. 8601
(Mayor to declare meeting open as a public hearing)

   a. Public hearing to consider Resolution No. 8601 overruling objections and proceeding with the weed abatement on subject properties
(Fire Chief Sessler)

2. Ordinance No. 2969 and Ordinance No. 2970
(Mayor to declare the meeting open as a public hearing)

   1. Public Hearing to introduce Ordinance No. 2969 - Confirming a diagram and assessment for the 2024-2025 Fiscal Year in connection with Landscape Maintenance District No. 1; and

   2. Public Hearing to introduce Ordinance No. 2970 - Confirming a diagram and assessment for the 2024-2025 Fiscal Year in connection with Street Lighting District No. 1
(Facilities and Community Services Director Crocker)

J. **New Business**

1. Consideration of Resolution No. 8604 approving Agreement 3CA06940 with the Department of Forestry and Fire Protection (Cal Fire) for wildland protection during fiscal year 2024-2025 for an amount not to exceed $285,677.10 (Fire Chief Sessler)

2. Consideration of the Fire Department's continued membership in the CONFIRE Joint Use Authority for Fiscal Year 2024-2025 and pay associated annual fees in an amount not to exceed $843,957 (Fire Chief Sessler)

3. Consideration of Fiscal Year 24/25 Municipal Utilities and Engineering Department Annual Purchase Orders for a total encumbered amount not-to-exceed $4,130,000.00 (Municipal Utilities and Engineering Director Harris)

4. Consideration of a Professional Services Agreement with CDM Smith Inc. for the Joint Utilities Laboratory Building Renovation and Expansion Final Engineering Design Project for an amount not-to-exceed $745,375 and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

5. Consideration of a Public Works Construction Contract with All Cities Engineering, Inc. for the 2023 CIP Sewer Pipeline Replacement Project for an amount not-to-exceed $2,485,353, and determination that the Project is categorically exempt from environmental review pursuant to Section 15302 of the State's Guidelines for Implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

6. Consideration of an agreement with Universal Protection Services LP, doing business as Allied Universal Security Services to provide custody services in an amount not-to-exceed $294,230.48 for FY 2024-2025, $304,512.89 for FY 2025-2026, and $315,147.98 for FY 2026-2027, bringing the total compensation amount not-to-exceed $913,891 (Police Chief Tolber)

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

L. **Adjournment**
The next regular meeting of the City Council will be held on July 2, 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.

City Council Meeting **G. 1.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of June 4, 2024 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of June 4, 2024.

Attachments

Regular meeting minutes of June 4, 2024

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on June 4, 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 real property negotiators - Government Code §54956.8
(Assistant City Manager Boatman)

Property:	APN: 0292-401-01-0000 (Vacant Land)
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant Manager
Negotiating Party:	Terry W. Tompson, Director Real Estate Services Department, County of San Bernardino
Under Negotiation:	Terms and payment and price for possible purchase of property by City.

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

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

RECONVENE CITY COUNCIL MEETING

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

CLOSED SESSION REPORT

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

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Jodi Kroeger and Kennel Attendant Hailey Stuck introduced "Meatball", a two-year-old male Pit Bull / Bull-dog mix, who is available for adoption, along with thirty-one other dogs and nineteen cats at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been twenty-four dogs and nineteen cats adopted in June 2024. She announced...the Shelter was full, and all dog adoption fees would be waived.

Pride Month Proclamation

Council Member Davis and Council Member Guzman-Lowery presented a Proclamation to The Neighborhood Gays declaring June 2024 as Pride Month.

PUBLIC COMMENT

Sale of Historic Water Shares - David Armstrong raised concerns about the City's recent sale of the South Mountain Water Company shares, and he thought they were undervalued at the time of sale and asked whether an appraisal had been performed.

Pro Life Recognition - Joshua Hall requested the Council Members consider declaring June or July as Pro Life month.

Terrorism Threat - Gregory Brittain offered warnings that terrorists could be entering the country through the southern border.

DEI - Sam Wong searched the City's website to better understand the policies related to Diversity, Equity and Inclusion (DEI), where he found the Human Relations Commission listed. He thought their mission was well worth repeating and one that should be a guide for everyone's behavior. The Commission was established to foster peaceful relations among persons of different races and national origins.

CONSENT CALENDAR

Minutes

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the special meeting minutes of May 20, 2024, and the regular meeting minutes of May 21, 2024.

Vote: 5 - 0 Passed

Proclamation June 2024 Pride Month

As public comment, Gregory Brittian voiced his discomfort with the proclamation recognizing June 2024 as Pride Month.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously authorized, by roll call vote, the issuance of a proclamation recognizing June 2024 as Pride Month.

Vote: 5 - 0 Passed

Settlement Agreement Disclosure

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, 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 Mark Winters. Under the terms of the agreement, the City agrees to pay Mr. Winters $150,000.00 to settle and dispose of disputes and controversies associated with actions occurring in December 2022.

Vote: 5 - 0 Passed

Support for San Bernardino Regional Parks' Grant Application

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously authorized, by roll call vote, Mayor Tejeda to sign a letter of support for the County of San Bernardino's grant application for the Santa Ana River Trail Phase IV-B/C project.

Vote: 5 - 0 Passed

Letter of Support for AB 1772 Retail Theft

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously authorized, by roll call vote, Mayor Tejeda to sign a letter on behalf of the City of Redlands in support of Assembly Bill 1772, authored by Assemblyman James Ramos, concerning retail theft.

Vote: 5 - 0 Passed

Encampment/Illegal Dump Site Clean Up Services Agreement

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Non-Professional Services Agreement with Ernest Elmer Inc., doing business as Servpro of South Redlands/Yucaipa in the amount of $40,000 for Encampment/Illegal Dump Site Clean Up services.

Vote: 5 - 0 Passed

Re-introduce Ordinance No. 2966 Undergrounding Requirements

Development Services Director Desatnik provided a brief report on the re-introduction of Ordinance No. 2966 to amend Title 17 (Subdivision Regulations) of the Redlands Municipal Code, Chapter 17.17 (Improvements), to modify the criteria and requirements for undergrounding utilities, that are applicable to subdivisions and development projects. The request to re-introduce the ordinance is due to revisions to the categories of exemptions proposed under Section 17.17.020(G)(1) to include private educational schools. As public comment, Chamber of Commerce Executive Director Evan Sanford raised questions relating to exemptions and asked if there was a plan to use the funds available in the account established for in-lieu fees. Assistant City Manager Boatman and Director Desatnik explained that this ordinance allows for some exemptions, such as schools and churches, but it calls for all projects to underground utilities or pay the in-lieu fees. Additionally, there are plans to utilize the funds currently available in the in-lieu fees account, in connection to an Edison project along Cypress Avenue.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously re-introduced, by roll call vote, Ordinance No. 2966, amending Title 17 (Subdivision Regulations) of the Redlands Municipal Code, Chapter 17.17 (Improvements), to modify the criteria and requirements for undergrounding utilities, that are applicable to subdivisions and development projects, and to create certain categories of parcels or development projects that will be exempt from the undergrounding requirement. The proposal is exempt from environmental review under the California Environmental Quality Act in accordance with Section 15061(b)(3) of the CEQA Guidelines.

Vote: 5 - 0 Passed

Resolution No. 8595 Declaring Weeds a Public Nuisance

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. 8595 declaring weeds to be a public nuisance and setting June 18, 2024, as the public hearing for objections to the proposed weed abatement.

Vote: 5 - 0 Passed

NPDES Program Management Support Services Agreement

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of a Professional Services Agreement with CASC Engineering & Consulting, Inc. (CASC) is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the Professional Services Agreement with CASC Engineering & Consulting, Inc. to provide National Pollutant Discharge Elimination System (NPDES) program management support services for an amount not to exceed $199,996.80.

Vote: 5 - 0 Passed

Resolution No. 8587 Yucaipa Groundwater Sustainability Agency Withdrawal

Municipal Utilities and Engineering Director Harris summarized Resolution No. 8587 to withdraw from the Yucaipa Groundwater Sustainability Agency and provided background explaining that on January 18, 2022, the City Council approved Resolution No. 8290, which adopted the Yucaipa Sub-Basin GSP. In January 2024, the City sold its remaining SMWC shares and is no longer a SMWC shareholder. Furthermore, the portion of the City limits that overlies the Yucaipa sub-basin is primarily private properties with individual groundwater wells, encumbered by conservation easements, or is within the Wester Heights Water Company (WHWC) service area. WHWC is currently a Yucaipa GSA "Water Purveyor". In the unlikely event the City elects to extract groundwater from the Yucaipa Sub-Basin in the future, it will comply with GSP requirements.

As public comment, David Armstrong strongly opposed the City pulling out of the Yucaipa Groundwater Sustainability Agency, reminding the Council they still had land use responsibilities, and the time obligations related to the agency were minimal. Council Member Davis wondered whether the City would be hurt by not being at the agency's table to stay abreast of activities. Director Harris pointed out he was able to be well-informed about the agency's activities, even with the City's withdrawal.

On motion of Council Member Mario Saucedo, seconded by Mayor Eddie Tejeda, the City Council approved, by roll call vote, Resolution No. 8587 to withdraw from the Yucaipa Groundwater Sustainability Agency.

Vote: 3 - 2 Passed

NAY: Mayor Pro Tempore Paul Barich
Council Member Denise Davis

Redlands Animal Shelter Donation

Facilities and Community Services Director Crocker was pleased to report the estate of George Fikrle was donating approximately $96,000 to support the Redlands Animal Shelter. Mayor Pro Tem Barich voiced his enthusiasm for such a generous donation. As public comment, Andy Hoder and Dr. Sam Wong expressly thanked the George Fikrle estate and said they were grateful the Animal Shelter was the designated beneficiary.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously accepted, by roll call vote, the donation from the estate of George Fikrle of approximately $96,000 to support the Redlands Animal Shelter; approved the additional appropriation for the same; and authorized the City Manager or his designer to execute documents as required to accept the donation.

Vote: 5 - 0 Passed

Reject Bids for Joslyn Senior Center Roofing and HVAC Replacement Project

Facilities and Community Services Director Crocker explained the need to reject all bids received for the Joslyn Senior Center Roofing and HVAC Replacement Project. She indicated the bids received exceed the available budget. As public comment, Dennis Bell questioned why the City was spending so much money on this underused facility.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously rejected, by roll call vote, all bids received for the Joslyn Senior Center Roofing and HVAC Replacement Project, as bids received exceeded the available budget.

Vote: 5 - 0 Passed

Redlands Fourth of July Celebration In-kind Request

Facilities and Community Services Director Crocker introduced a request for in-kind support in the amount of $48,240 related to the Redlands Fourth of July Celebration event on July 4, 2024, at Sylvan Park and Moore Middle School. The Fourth of July Committee requested the Council approve street closures and authorize the sale and consumption of alcoholic beverages at each location. As public comment, Dennis Bell complained the City was far too generous with this in-kind request of approximately $48,000, particularly so, because the City had already donated $30,000 to help fund the fireworks portion of the event. He asked for more financial transparency.

On motion of Mayor Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the Redlands 4th of July event is categorically exempt from environmental review pursuant to Section 15301 of the state's guidelines implementing the California Environmental Quality Act; authorized the temporary closure as necessary for the event and as detailed in the staff report; approved the expenditure of city resources and in-kind support in the amount of $48,240 related to this event; and approved the sale and consumption of alcoholic beverages at the event held at Sylvan Park and along 5th Avenue during the event held at Moore Middle School.

Vote: 5 - 0 Passed

2024 Summer Music Festival In-kind Support

Facilities and Community Services Department Director Crocker described a request for in-kind support in the amount of $33,381 related to the 2024 Summer Music Festival event hosted by the Redlands Bowl Performing Arts. As public comment, Dennis Bell questioned a $100,000 donation from the City to the Redlands Bowl Associates, and he wondered why he had not seen this item come before the full City Council for their consideration.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the 2024 Summer Music Festival event is categorically exempt from environmental review pursuant to Section 15301 of the state's guidelines implementing the California Environmental Quality Act; and approved the request for in-kind support in the amount of $33,381 related to the 2024 Summer Music Festival event hosted by the Redlands Bowl Performing Arts.

Vote: 5 - 0 Passed

Resolution Nos. 8543 and 8544 SLD and LMD Assessments

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. 8543 preliminarily approving the annual Engineer's Reports for Landscape Maintenance District No. 1 and Street Lighting District No. 1; and approved Resolution No. 8544 declaring the City Council's intention to levy and collect assessments for fiscal year 24/25 and scheduling a June 18, 2024, Public Hearing to receive comments related to levying assessments within these districts.

Vote: 5 - 0 Passed

Homeless Resource Services Agreement for Temporary Shelter Beds

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the Homeless Resource Services agreement is exempt from environmental review pursuant to Section 15301 of the CEQA Guidelines; and approved the sole source purchase order and Homeless Resource Services Agreement with God's Work, Inc. doing business as Saving Grace Homes to provide temporary shelter beds to the homeless for an amount not to exceed $55,000.

Vote: 5 - 0 Passed

COMMUNICATIONS

Redlands Police Community Foundation Annual Report

Police Chief Tolber introduced Redlands Police Community Foundation (RPCF) Board President Judy Cannon and Board Members Dr. Chris Martin and Brenda Boone, who presented the 2023 Annual Report. Each member highlighted a different aspect of the Foundation's work. Since its inception, the Foundation has given back directly to the RPD and the Redlands community, totaling $647,463. Some RPD programs supported include, Citizen Volunteer Unit, K9 Unit, Police Reserves, Community Youth Programs, such as Back 2 School Jam, Cops N Kids Program, Blue Christmas, Mobile Blood Library, Community Bike Fund, Heroes & Helpers, RESA Academy, Street Smart Self-Defense Program and Community Outreach and Safety Programs. The members thanked all the Foundation donors and spoke of their deep gratitude towards the generous community support.

Environmental Arts and Community Garden Proposal

Facilities and Community Services Director Crocker opened a discussion for Council to consider taking action relating to a recommendation from the Parks and Recreation Advisory Commission (PRAC) to explore entering into a partnership with interested community organizations, including the University of Redlands and ANCA, to develop an Environmental Arts and Community Garden. On January 11, 2024, the PRAC voted unanimously to support a recommendation to City Council to pursue the development of an Environmental Arts and Community Garden based on a presentation made by Danielle Giudici Wallis.

As public comment, Dick Corneille of ANCA, Brenda Spoelstra of Horticulture Buzz LLC, PRAC Commissioner Joanne Lessard, Pat Wallis, Erin Sanborn of the University of Redlands, and Danielle Giudici Wallis spoke in full support of the program, describing the various ways in which the community will benefit, with little cost to the city. Gregory Brittian opposed the item, stating he thought this to be political propaganda that was promoted by people supporting Climate Change theories. Mayor Pro Tem Barich said there were no politics associated with this proposal, and he thought it was clearly going to be a valuable asset for the people. City Manager Duggan, Assistant

City Manager Boatman and Director Crocker explained the house located within Sylvan Park was in need of serious renovation and was also currently storing certain items belonging to the Museum of Redlands.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously directed staff, by roll call vote, to work with interested community organizations, including the University of Redlands and ANCA, to form a partnership agreement that will provide guidance for the development and maintenance of an Environmental Arts and Community Garden within the City of Redlands.

Vote: 5 - 0 Passed

Cancellation of August City Council Meetings

Mayor Tejeda recommended the Council cancel the August 6 and August 20, 2024, regular meetings of the City Council.

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 cancellation of the August 6 and August 20, 2024, regular meetings of the City Council.

Vote: 5 - 0 Passed

Mayor Tejeda called for a brief recess at 7:30 P.M. with the meeting reconvening at 7:36 P.M.

City of Redlands Flag Policy

Council Member Davis provided background on her request to consider amending the City of Redlands Display Policy for the United States, State, Local and Other Flags to Authorize the Flying of the Progress Pride Flag at City Hall during the Month of June by adopting Resolution No. 8602. She said that flags are symbols of community membership, unity, and visibility. In 2021, the City flew the Pride Flag over City Hall for the first time, and again on June 21, 2022, the City Council approved, by a 4-1 vote, the flying of the Pride Flag over City Hall and directed staff to revise the City's flag policy. An amended policy was brought before the Council on May 2, 2023, and after a very lengthy discussion, Resolution No. 8439 was not approved.

As public comment, Wendy Ingram, Germaine Miles, Tracy Wise, Samantha Trad, Michael Paisner, Maria Brunner representing Assemblymember Eloise Reyes, Anthony Dodd, Megan Garcia, Jennifer Maravillas, Ella Rosa Keeling, Rudi Whitmore, Valerie Taber, Tariq Azim, Judith Ashton, Ryan Lowe, Bruce Laycook, Ashley Williamson, Alex Beltran, Cody Regester, Stacy Ramos, and Maribel Nunez of Inland Equity Vote spoke in support of amending the existing policy to allow the Pride flag to fly in the month of June, as a visible sign that the City supports and protects marginalized groups and is committed to creating a safe and welcoming community for all.

Andy Hoder, Joshua Hall, Gail Howard, Mick Gallagher, Andrea Ramirez, Dale Broome MD, Valerie, Sam Wong, and Gregory Brittian were opposed to flying the Pride flag and thought the change in policy was divisive, showing a preference for one group over another, adding that the American flag represents everyone and is a symbol of inclusivity for all.

Each Council Member offered their perspectives on the matter. Council Members Davis and Guzman-Lowery were in support of amending the policy and noted that the Pride flag was already being flown at the state level and on some federal sites and this action would put Redlands in alignment with the City's Strategic Plan, promoting diversity, equity and inclusion. City Attorney Garcia clarified that under the “government speech doctrine”, if the City has a written policy with clear guidelines, it may select which flags it wishes to fly as an expression of its own speech on city-owned flag poles.

Council Member Saucedo said the US flag already promoted inclusivity, representing all people. Furthermore, he supported the LGBTQ+ community and was in favor of anyone who chooses to fly the Pride flag on their own private property. Mayor Pro Tem Barich was uncomfortable giving preference to one group over another and said that education was the key to teaching our young people that everyone should be treated equally and fairly. Mayor Tejeda stated he was not in favor of amending the policy, and he pointed out there were other ways to celebrate

Pride month, with the proclamation presented tonight to the Neighborhood Gays as a good example. Council Members were very appreciative of all the speakers who took the time to address the Council.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council failed to approve, by roll call vote, Resolution No. 8602, to amend the City of Redlands Display Policy for the United States, State, Local and Other Flags, and authorized the flying of the Progress Pride Flag at City Hall during the Month of June.

Vote: 2 - 3 Failed

NAY: Mayor Eddie Tejeda
Mayor Pro Tempore Paul Barich
Council Member Mario Saucedo

PUBLIC HEARINGS

Resolution No. 8571, Ordinance No. 2962, and Ordinance No. 2968 DIF - Continued to July 2, 2024

Mayor Tejeda announced that staff is recommending this public hearing to consider Resolution No. 8571, Ordinance No. 2962, and Ordinance No. 2968 pertaining to Development Impact Fees be continued to July 2, 2024.

On motion of Council Member Denise Davis, seconded by Council Member Mario Saucedo, the City Council unanimously agreed, by roll call vote, to continue the public hearing to consider Resolution No. 8571, Ordinance No. 2962, and Ordinance No. 2968 pertaining to Development Impact Fees to July 2, 2024.

Vote: 5 - 0 Passed

NEW BUSINESS

City Manager's Proposed Two-Year Budget for Fiscal Years 2025/26

City Manager Duggan and Management Services / Finance Director Garcia presented a brief overview of the Proposed Two-Year Budget for Fiscal Years 2025 and 2026. They recapped the Special Budget Workshop meeting held on May 20, 2024, reviewed the proposed budget's spending highlights and revenue assumptions, addressed major unfunded needs, provided a six-year financial model and reviewed the implications from the model and the proposed budget. Measure T Committee Chair Toni Momberger and Vice Chair Scott Welsh reported on the Committee's work to monitor how the City is spending Measure T funds and provided their analysis and conclusions of the proposed budget. The Committee determined that the projected allocation of Measure T revenue in FY 25 and FY 26 is aligned with the taxes' intended purpose, and they unanimously agreed to recommend adoption of the proposed budget.

As public comment, Bruce Laycook asked if there were funds set aside for preventative maintenance. Redlands Chamber of Commerce Executive Director Evan Sanford was concerned that it appeared the budget did not include funds for the Chambers' suggestions, including the creation of a freeway-oriented sign to welcome drivers to Redlands, establishment of a "new business" check list, and funds to address the downtown parking needs. City Manager Duggan clarified that preventative maintenance was included in the budget. He added that staff had considered the Chambers' requests, but it made more sense to wait until the Council had a chance to review and approve new City branding materials.

In conclusion, the City's fiscal health is projected to remain strong in Fiscal Years 2025 and 2026. However, the US economy's outlook remains uncertain for the near future. The proposed biennial budget reflects a recognition that slower growth in revenue and the overall economy is a reality, yet the demand for programs, services and events will continue, regardless of economic conditions, and it is the City's duty to provide great services to its residents.

Council Members and the City Manager expressed their gratitude for all the effort and time the Finance Department

devoted to the development of this budget, and in particular, gave special thanks to Director Garcia, Assistant Finance Director James Garland and Management Analyst Miriam Valtierra.

City Manager Duggan asked for a quick show of interest to determine whether the Council was interested in adding a ballot measure to the November 2024 election. Mayor Tejeda supported a warehouse parcel tax measure as a way to help fund the City's public safety infrastructure projects and agreed to direct staff to research the item for consideration on June 18, 2024. The other four Council Members thought the timing was too rushed to add to the November ballot and requested staff be given more time to review the matter.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the City Manager's Proposed Two-Year Budget for Fiscal Years 2025 and 2026 and Resolution No. 8598, to adopt the budgets for both Fiscal Years 2025 and 2026; enable unspent project funds and encumbrances to carry-forward from the current fiscal year (2024) to FY 2025 and from FY 2025 to FY 2026; enable the same carry-forward process for individual grant budgets; and establish the authority of the City Manager or his designee to adjust appropriations within each fund provided that the total for each fund does not exceed the amounts in the approved budget. It should be noted that the process to adjust appropriations by the City Manager is already in place, due to the nature and frequency of adjustments. The resolution simply formalizes this authority.

Vote: 5 - 0 Passed

Ordinance No. 2971 Levying Special Taxes Within CFD

Management Services/Finance Director Garcia reviewed Ordinance No. 2971, levying special taxes within City of Redlands Community Facilities District No. 2001-1 (Northwest Development Project) and Community Facilities District No. 2003-1 (Redlands Business Center).

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously introduced, by roll call vote, Ordinance No. 2971, levying special taxes within City of Redlands Community Facilities District No. 2001-1 (Northwest Development Project) and Community Facilities District No. 2003-1 (Redlands Business Center).

Vote: 5 - 0 Passed

Citywide Annual POs Miscellaneous Tools, Equipment & Supplies

Assistant City Manager McConnell presented Citywide Annual Purchase Orders for Fiscal Year 2024-2025 for the purchase of miscellaneous tools, equipment, and supplies that have been budgeted by each department. By leveraging purchasing power and economies of scale, the City is expecting to receive roughly $115,000 savings in the upcoming year. Mayor Pro Tem Barich voiced his opposition to working with Lowe's.

On motion of Council Member Mario Saucedo, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the Citywide Annual Purchase Orders with Lowe’s, Fastenal, Home Depot, and Office Depot for Fiscal Year 2024-2025 for miscellaneous tools, equipment and supplies for a total not to exceed $1,080,000.

Vote: 4 - 1 Passed

NAY: Mayor Pro Tempore Paul Barich

FY 2024-25 Annual Purchase Orders and Agreements FCS

Facilities and Community Services Department Director Crocker listed the Fiscal Year 2024-25 Annual Purchase Orders and Agreements for a total encumbered amount not-to-exceed $6,480,536 and a total not-to-exceed amount of $9,154,356, and she explained staff was recommending the Council reject the bid from Rupe's Hydraulics due to non-conformance.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously determined, by roll call vote, that approval of the Fiscal Year 2024-25 Facilities and Community Services Department's Agreements and Annual Purchase Orders is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; rejected the bid from Rupe's Hydraulics in the amount of $49,490; and approved the Fiscal Year 2024-25 Facilities and Community Services Department's Agreements and Annual Purchase Orders as itemized in the staff report for a total encumbered amount not-to-exceed $6,480,536 and a total not-to-exceed amount of $9,154,356.

Vote: 5 - 0 Passed

Department Wide Annual POs and Agreements for Solid Waste Division

Facilities and Community Services Director Crocker reported on the Fiscal Year 2024-25 Solid Waste Division and Department Wide Annual Purchase Orders and Agreements for a total encumbered amount not-to-exceed $1,863,546.65 and a total not-to-exceed amount of $5,169,946.65.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the Fiscal Year 2024-25 Facilities and Community Services Department Solid Waste Division and Department Wide Annual Purchase Orders and Agreements are exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act, and approved the 2024-25 Facilities and Community Services Department Annual Purchase Orders and Agreements as itemized in the staff report.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Pro Tem Barich enjoyed the Police Department's Bats and Badges event, the annual Fishing Derby at Ford Park, and he attended an event at the Community Center in support of Alzheimer's disease.

Council Member Davis hosted the last meeting of the City's Youth Council group for this school year. She participated in a Housing Policy Leadership Academy in Riverside, enjoyed the Redlands Festival of Arts event, and attended the Redlands Forum, with a focus on journalism.

Council Member Guzman-Lowery and Council Member Saucedo participated in the Family Service 10th Annual Hunger Walk.

Council Member Saucedo thanked the Redlands Firefighters for putting on such a great Car Show over Memorial Day Weekend. He enjoyed the Redlands Festival of Arts event and welcomed attendees to the Water Sustainability Workshop held at the University of Redlands.

ADJOURNMENT

There being no further action required the meeting adjourned at 10:25 P.M. The next regular meeting of the City of Redlands City Council will be held on June 18, 2024.

City Council Meeting **G. 2.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation recognizing the Junior Achievement, Inland Empire Region 70th Anniversary (Mayor Tejeda)

MOTION:

I move to authorize the issuance of a Proclamation recognizing the Junior Achievement, Inland Empire Region 70th Anniversary.

Attachments

Proclamation - Junior Achievement 70th Anniversary

PROCLAMATION

Junior Achievement, Inland Empire Region 70th Anniversary

WHEREAS, Junior Achievement was founded in 1919 by Theodore Vail, president of American Telephone & Telegraph; Horace Moses, president of Strathmore Paper Co.; and Senator Murray Crane of Massachusetts; and

WHEREAS, Junior Achievement is the world's largest organization dedicated to educating students in grades K-12 about financial literacy, work and career readiness, and entrepreneurship, reaching more than 10 million students across the globe; and

WHEREAS, the purpose of Junior Achievement is to inspire and prepare young people to succeed in a global economy. Using the world of business and personal finance, they teach young people how to make smart financial decisions, plan for their futures, and inspire them to believe in themselves; and

WHEREAS, Junior Achievement focuses on the core values of: Belief in the boundless potential of young people; Commitment to the principles of market-based economics and entrepreneurship; Passion for what we do and honesty, integrity, and excellence in how we do it; Respect for the talents, creativity, perspectives, and backgrounds of all individuals; Belief in the power of partnership and collaboration; and Conviction in the educational and motivational impact of relevant, hands-on learning; and

WHEREAS, Junior Achievement USA reaches over 4.4 million students per year in 176,714 classrooms and after-school locations. Junior Achievement programs are taught by volunteers in inner cities, suburbs, and rural areas throughout the United States, by over 100 Area Offices in all 50 states; and

WHEREAS, Junior Achievement's 151,305 classroom volunteers come from all walks of life, including: businesspeople, college students, parents, and retirees. These dedicated individuals are the backbone of our organization; and

WHEREAS, Junior Achievement of Southern California was organized locally in 1954, with offices in Los Angeles, Orange County and the Inland Empire with over 58,000 students served annually;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby recognize Junior Achievement, Inland Empire Region's 70th Anniversary and urges all citizens to recognize the achievements the Junior Achievement has made to our community and commend the organization for a wonderful heritage and a bright future.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 18th day of June 2024.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **G. 3.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring July 2024 as Park and Recreation month (Mayor Tejeda)

MOTION:

I move to authorize the issuance of a Proclamation declaring July 2024 as Park and Recreation month.

RECOMMENDATION:

On May 9th, the Parks and Recreation Advisory Commission voted unanimously to recommend City Council proclaim July 2024 as Park and Recreation month.

DISCUSSION:

For nearly 40 years, the National Recreation and Park Association (NRPA) has celebrated Park and Recreation Month in July to promote building strong, vibrant and resilient communities through the power of parks and recreation. This month is dedicated to recognizing and celebrating the more than 160,000 full-time park and recreation professionals along with hundreds of thousands of part-time and seasonal workers and volunteers that maintain our country's local, state and community parks. This year's theme is **"Where You Belong".** It celebrates the many ways park and recreation professionals across the country foster a sense of belonging in their community by providing welcoming and inclusive programs, essential services for all ages and abilities, and safe, accessible spaces to build meaningful connections. By declaring July 2024 Park and Recreation Month in the Redlands, we join in uniting and uplifting the many reasons why local parks and recreation truly embody the essence of belonging. Together, we can demonstrate why these spaces are "Where You Belong".

Attachments

Parks & Recreation Month 2024

PROCLAMATION

Park and Recreation Month

WHEREAS, parks and recreation services are vital for communities throughout this country, including the City of Redlands; and

WHEREAS, parks and recreation services establish and maintain the quality of life in our communities, contributing to the health of citizens and to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation services build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for individuals with mental or physical disabilities, and improve the mental and emotional health of all residents; and

WHEREAS, parks and recreation services increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and open spaces ensure ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, parks and recreation services are vital for our communities – from protecting open space and natural resources, to helping fight obesity and providing activities and resources for all walks of life; and

WHEREAS, the U.S. House of Representatives passed an official resolution designating July as Parks and Recreation Month;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim July 2024 as *Parks and Recreation Month* in the City of Redlands and encourages residents, businesses, and institutions to participate and utilize the parks and recreation facilities and programs offered within the City of Redlands to the benefit of residents, visitors, and our community as a whole.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 18th day of June 2024.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **G. 4.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation recognizing June 21, 2024 as International Yoga Day in the City of Redlands (Mayor Tejeda)

MOTION:

I move to authorize a proclamation recognizing June 21, 2024 as International Yoga Day in the City of Redlands.

Attachments

Yoga Day Proclamation

PROCLAMATION

International Day of Yoga

WHEREAS, yoga is the ancient Hindu practice of keeping the mind, body, and spirit in good health; the Sanskrit meaning of the word "yoga" is union; yoga is a practice that aims to create union between body, mind, spirit, and universal consciousness; it involves physical, mental, and spiritual disciplines that originate in ancient India; and

WHEREAS, the United Nations (U.N.) proclaimed June 21 the International Day of Yoga recognizing yoga's holistic approach to health and well-being; and

WHEREAS, over 300 Million people practice yoga worldwide; 10% of the U.S. population are yoga practitioners supported by close to 49,000 yoga and Pilates studios in the United States; and

WHEREAS, yoga was declared the most commonly used complementary health practice among U.S. adults in 2017 to reduce stress, to become more flexible, improve productivity, and improve overall health; and

WHEREAS, the Hindu origins of yoga sought a way to achieve a balanced life with mental and physical wellbeing as part of a daily practice; yoga practitioners are more likely to live green, eat sustainably, and volunteer their time to their local community; and

WHEREAS, yoga and meditation, with its cultural heritage and roots in India, demonstrate the Hindu aspects of mutual respect for all faiths, making the practice welcome to all people across the world, usually with no commercial aspect to the original teachings, following the ancient Hindu tradition that knowledge is to be shared with all and to be respected.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim June 21, 2024, as International Yoga Day in the City of Redlands and urges all citizens to enhance their general wellbeing and establish a connection with their body and mind through the art of yoga.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 18th day of June 2024.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **G. 5.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of proclamation declaring June 19, 2024, as Juneteenth (Mayor Tejeda and Council Member Davis)

MOTION:

I move to authorize issuance of proclamation declaring June 19, 2024, as Juneteenth.

Attachments

Juneteenth 2024 Proclamation

PROCLAMATION

Juneteenth

WHEREAS, the City of Redlands recognizes JUNETEENTH as a citywide celebration on Wednesday, June 19, 2024, in recognition of the day news reached the Black community in Texas of their emancipation from slavery on June 19, 1865, also known as Juneteenth Independence Day or Emancipation Day; and

WHEREAS, at 2 p.m. on New Year's Day, January 1, 1863, using his war powers as President, Abraham Lincoln signed the Emancipation Proclamation, providing that all persons held as enslaved within any State in rebellion against the United States "*shall be then, thenceforward, and forever free*;" and

WHEREAS, the Emancipation Proclamation made the permanent abolition of slavery a Union war aim and provided the legal framework for the emancipation of nearly all four million enslaved people, ultimately serving as the catalyst for the announcement of General Order No. 3 by United States Army general Gordon Granger, proclaiming freedom from slavery in Texas; and

WHEREAS, Congress ultimately passed the Thirteenth Amendment to the United States Constitution, which abolished slavery throughout the United States and its territories; and

WHEREAS, nearly all 50 states recognize Juneteenth in some form through celebrations, speeches, educational events, festivals and family gatherings, and it is the oldest nationally celebrated commemoration of the end of slavery in the United States, having been celebrated by the Black community for over 150 years; and

WHEREAS, the City Council and the Human Relations Commission gratefully acknowledge the contributions made by Black community members to the enrichment of the City of Redlands.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Redlands does hereby recognize June 19, 2024, as Juneteenth and encourages all residents to reflect on and honor the significant contributions that Black Americans have made to our nation.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 18th day of June, 2024

_____
Eddie Tejeda, Mayor

_____
Denise Davis, Council Member

Attest:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **G. 6.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation honoring Olive Avenue Market for its centennial (Council Member Guzman-Lowery)

MOTION:

I move to authorize the issuance of a proclamation honoring Olive Avenue Market for its centennial.

Attachments

Olive Ave Market Centennial Proclamation

PROCLAMATION

Recognition of Olive Avenue Market Centennial Celebration

WHEREAS, the City of Redlands takes pride in celebrating the rich history and vibrant community that thrives within our city limits; and

WHEREAS, the Olive Avenue Market has stood as a beloved cornerstone of our community for a century, providing a gathering place where friends, families, and neighbors come together to share moments, stories, and laughter; and

WHEREAS, since its establishment in 1924, the Olive Avenue Market has served as more than just a local coffee shop, but as a cherished institution that embodies the spirit of Redlands, offering not only delicious coffee and artisanal treats, but also a warm and welcoming atmosphere that fosters connections and creates memories; and

WHEREAS, throughout the past century, the Olive Avenue Market has remained a steadfast supporter of the Redlands community, contributing to local events, initiatives, and charities, and enriching the lives of countless residents and visitors alike; and

WHEREAS, as the Olive Avenue Market celebrates its centennial milestone, we commend the dedication, perseverance, and passion of all those who have contributed to its success over the past one hundred years, and we look forward to many more years of continued prosperity and community engagement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby honor and celebrate the Olive Avenue Market on the occasion of its centennial anniversary and extend our deepest gratitude for their enduring commitment to serving and enriching the lives of the Redlands community.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 18th day of June 2024.

Eddie Tejeda, Mayor

Jenna Guzman-Lowery, Council Member

Denise Davis, Council Member

Attest:

Jeanne Donaldson, City Clerk

City Council Meeting **G. 7.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8568, approving regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held November 5, 2024 (City Clerk Donaldson)

MOTION(S):

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

I move to adopt Resolution No. 8568.

RECOMMENDATION:

It is recommended that Council approve Resolution No. 8568, a resolution of the City Council of the City of Redlands, California, adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on November 5, 2024.

DISCUSSION:

Section 13307 of the California Elections Code provides that the governing body of any local agency adopt regulations pertaining to a candidate statement prepared by any candidate for a municipal election, including costs thereof. This resolution provides a written statement of those regulations and defines responsibilities for the administration of candidate statements.

ALTERNATIVES:

The Council may continue this matter to July 2, 2024.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

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

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

There is no impact to the General Fund. Each candidate submitting a candidate statement for inclusion in the sample ballot will be required to pay in advance to the City his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet at the time the document is submitted. Following the election, the City Clerk will bill each candidate for any cost in excess of the deposit or refund any unused portion.

Attachments

Resolution No. 8568 Candidate Statement Regulations

RESOLUTION NO. 8568

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION

WHEREAS, Section 13307 of the Elections Code of the State of California provides that, before the nominating period opens, the local agency for that election shall determine whether a charge shall be levied for the candidate's statement sent to each voter. A written statement of the regulations with respect to charges for handling, packaging, and mailing shall be provided to each candidate or his or her representative at the time he or she picks up the nomination papers;

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

Section 1. General Provisions. Pursuant to Section 13307 of the Elections Code of the State of California each candidate for elective office to be voted for at the general municipal election to be held in the City of Redlands may prepare a candidate statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in the Office of the City Clerk at the time the candidate's nomination papers are filed. Except as provided in Section 13309 of the California Elections Code, the statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 P.M. of the next working day after the close of the nomination period.

Section 2. Foreign Language Policy.

A. Pursuant to the Voting Rights Act, the City is required to translate candidate's statements into the following language: Spanish.

B. Pursuant to State law, the candidate's statement must be translated and printed in any language at the candidate's request.

C. The City Clerk shall have all candidate statements translated into the language specified in paragraph (a) above and print any translations of candidates who so request printing in the voters' pamphlet.

Section 3. Payment. The candidate shall be required to pay for the cost of printing his or her candidate statement in English in the voters' pamphlet and shall also be required to pay for the cost of translating and printing the statement into any required foreign language as specified in (a) and (b) above pursuant to State and/or Federal law. The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965, as

amended, and require each candidate filing a statement to pay in advance to the City his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

Section 4. Additional Materials. No candidate will be permitted to include additional materials in the sample ballot package.

Section 5. The City Clerk shall provide each candidate or the candidate's representative a copy of this resolution at the time nominating petitions are issued.

Section 6. All previous resolutions establishing City Council policy on payment for candidate statements are repealed.

Section 7. This resolution shall apply at the next ensuing municipal election and at each municipal election after that time.

Section 8. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED, SIGNED AND APPROVED this 18th day of June, 2024.

_____

ATTEST: Eddie Tejeda, Mayor

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, California, do hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 18th day of June, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **G. 8.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8567 calling and giving notice of the holding of a General Municipal Election and requesting the Board of Supervisors of the County of San Bernardino to consolidate said election with the election to be held on Tuesday, November 5, 2024 (City Clerk Donaldson)

MOTION(S):

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

I move to adopt Resolution No. 8567.

RECOMMENDATION:

It is recommended that Council approve Resolution No. 8567, a resolution of the City Council of the City of Redlands, California, calling and giving notice of the holding of a General Municipal Election and requesting the Board of Supervisors of the County of San Bernardino to consolidate said election with the election to be held on Tuesday, November 5, 2024.

DISCUSSION:

This Resolution calls and gives notice of the holding of a General Municipal Election and requesting the Board of Supervisors of the County of San Bernardino to consolidate said election with the election to be held on Tuesday, November 5, 2024, for election of Municipal Officers, one Council Member, District 2; one Council Member, District 4; one City Clerk at-large and one City Treasurer, at-large. If the City Council desires to place a measure on the ballot, this resolution can be amended. The deadline for filing a request with the County of San Bernardino to add a ballot measure for consolidation is August 9, 2024.

ALTERNATIVES:

The Council may continue this matter to July 2, 2024.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

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

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

$300,000 has been included in the budget for this election based on the estimate of costs provided by the San Bernardino County Registrar of Voters. If the Council chooses to add a measure to the ballot, an additional appropriation of $150,000 would be required.

Attachments

Resolution No. 8567 Calling General Election for 11.5.24

RESOLUTION NO. 8567

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISION OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to General Law cities in the State of California, a General Municipal Election may be held on Tuesday, November 5, 2024, for the election of Municipal Officers;

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

Section 1. That pursuant to the requirements of the laws of the State of California relating to General Law cities within said State there is called and ordered to be held in the City of Redlands, California, on Tuesday, November 5, 2024, a General Municipal Election for the purpose of electing one Member of the City Council by-district for District 2, one Member of the City Council by-district, for District 4, one City Clerk at-large, and one City Treasurer at-large for the full term of four years

Section 2. That the ballots to be used at the election shall be in form and content as required by law.

Section 3. That the City Clerk of the City of Redlands is hereby authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct said election.

Section 4. That the polls for said election shall be open at 7:00 A.M. of the day of said election and shall remain open continuously from said time until 8:00 P.M. of the same day when said polls shall be closed, except as provided in Section 14401 of the California Elections Code.

Section 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 6. That notice of the time and place of holding of the election is given and the City Clerk is hereby authorized, instructed, and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 7. That the Board of Supervisors of said County is hereby requested to issue instructions to the Registrar of Voters of said County to take any and all steps necessary for the consolidation of the General Municipal Election with said County election.

Section 8. That the Registrar of Voters of said County is authorized to canvass the returns of the General Municipal Election and provide necessary services pertaining to the election to be held on Tuesday, November 5, 2024.

Section 9. That the City Council of the City of Redlands recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs.

Section 10. That the City Clerk of the City of Redlands is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters of the County of San Bernardino.

ADOPTED, SIGNED AND APPROVED this 18th day of June, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 18th day of June, 2024.

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

June 19, 2024

Board of Supervisors
County of San Bernardino
County Civic Building
385 North Arrowhead Avenue
San Bernardino, California 92401

RE: ELECTION CONSOLIDATION

Enclosed is a certified copy of Resolution No. 8567, a resolution of the City Council of the City of Redlands, California, calling and giving notice of the holding of a General Municipal Election and requesting the Board of Supervisors of the County of San Bernardino to authorize the Registrar of Voters to canvass the returns and provide the necessary services pertaining to the election to be held on Tuesday, November 5, 2024.

In accordance with Section 7 of this resolution, we are requesting the Board of Supervisors to consent and agree to the consolidation of this general election.

Thank you in advance for your consideration.

Sincerely,

Jeanne Donaldson
City Clerk

JD:ms
Enclosure
xc: Registrar of Voters

City Council Meeting **G. 9.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Auctioning Services Agreement with J.J. Associates, Inc. doing business as Ken Porter Auctions (Assistant City Manager McConnell)

MOTION(S):

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

I move to approve the Agreement with J.J. Associates, Inc. doing business as Ken Porter Auctions.

RECOMMENDATION:

Staff recommends City Council approve the Agreement with J.J. Associates, Inc. doing business as Ken Porter Auctions.

DISCUSSION:

Per Redlands Municipal Code, the City Purchasing Agent is responsible for making arrangements to sell surplus property or obsolete/unused goods in the best interest of the City. The Purchasing Agent shall, in his or her discretion, sell surplus personal property by means of sealed or electronic bid or public auction. In conducting an auction, the Purchasing Agent may contract with a professional auctioneer. The proposed agreement between the City and J.J. Associates, Inc. doing business as Ken Porter Auctions is a non-exclusive agreement and allow for additional on-site auctioning services for the City Surplus disposal.

There is no fiscal impact as this is a revenue-generating service agreement for the City.

ALTERNATIVES:

The City Council may deny the proposed agreement.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Yvette Abich Garcia, City Attorney
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Dana Abramovitz-Daniel, Purchasing Services Manager

Fiscal Impact

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

Discussion:

The proposed agreement has no Fiscal Impact

Attachments

Ken Porter Agreement for Auction Services

AGREEMENT TO PERFORM AUCTION SERVICES

This agreement for the provision of auction services ("Agreement") is made and entered in this 18th day of June, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City)" and J.J. Kane Associates, Inc. a New Jersey corporation, dba JJ Kane Auctioneers/Ken Porter Auctions ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to provide auction services in connection with City's sale of surplus equipment and personal property (the "Services"). The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

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

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

2.3 The initial term of this Agreement shall be for five (5) years, commencing on the Effective Date of this Agreement ("Initial Term"). City shall have the option to renew this Agreement for one consecutive five (5) year terms (each a "Renewal Term"), on the same terms and conditions hereof, by providing contractor with at least thirty (30) days written notice of City's election prior to the end of the Initial Term or a Renewal Term.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.

3.2 City designates Dana Abramovitz-Daniel, the City's Procurement 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 Contractor's proposal which is attached hereto as Exhibit "A" and which is incorporated herein by reference.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 City shall pay Contractor compensation for performance of the Services in accordance with the Fee Schedule attached hereto as Exhibit "B." 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 and the dates the Services were performed. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

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

City
Dana Abramovitz-Daniel,
Procurement Manager
Purchasing Department
City of Redlands
1270 West Park Avenue
Building A
Redlands, CA 92373

Contractor
Gene Govoreau
Senior Sales Manager
JJ Kane Auctioneers/Ken Porter Auctions
4510 Muth Way
Jurupa Valley CA 92509

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 "C" titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

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

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all 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 ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the

Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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 authorizes representative of the City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS	JJ KANE ASSOCIATES, INC. DBA JJ AUCTIONEERS/KEN PORTER AUCTIONS
By:_____ Eddie Tejeda, Mayor	By:_____ Gene Govoreau, Senior Sales Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF AUCTION SERVICES

SCOPE: Contractor shall provide City the full range of services provided by Contractor. City shall release Items for sale as they are declared surplus on a random schedule without a guarantee as to an annual volume. The City requires that all items be auctioned within ten (10) weeks after they are released for sale. Surplus property may include: Vehicles, equipment, furniture and miscellaneous surplus property.

Contractor is required to provide the following services:

- Transportation and on/off load of surplus from City locations to business/auction sites
  City location: Services/pickups are from Redlands' Corporate yard:
  1270 W Park Ave, Redlands CA 92373
- Storage of surplus until auction including proper security and reimbursement of fair market value if lost or stolen
- All vehicle preparation including DMV paperwork, smog check/certification and any other requirements
- Tracking of surplus through entire process
- Records and data available online to the City
- Advertising of auctions online and through print or other media
- Auctions to be held online and on company provided site

NON-EXCLUSIVE AGREEMENT
It shall be understood that the City does not grant an exclusive right to Contractor to provide auction services during the term of this Agreement. City reserves the right to contract for similar services from other vendors.

LOCATION
Contractor should provide address of location surplus will be taken to and the locations where the auctions will be held. Contractor will list address of corporate office and any locations within the company where offices exist.

FEE PAID
Contractor will be paid for the conducting of each auction based on a percentage of the gross sales. Contractor will be responsible for the payment of all Contractor costs associated with the auction, from the Contractor's percentage received. Contractor is responsible for collecting and paying all appropriate taxes. Proceeds from each auction (less Contractor's percentage and fees for authorized services listed on price sheet) are to be paid to City within fourteen (14) calendar days after the sale. The payment is to include an itemized listing of all items auctioned, the selling price and separate totals for vehicles and all other items. The contractor shall submit an itemized list of all items sold to the Purchasing Manager.

REQUIRED SERVICES
Contractor shall conduct effective and professional auctions that reflect a good public image for the City. All auctions must be open to the general public.

ACCOUNTING
Contractor shall provide accurate accounting data of the auctions no later than fourteen (14) calendar days following the auction. Data must identify City Auction ID Number and/or Vehicle Identification Number to Contractor's number, and sale price.

SECURITY
Contractor shall provide adequate security for auction items. Cost for security shall be paid from the Contractor's percentage fee.

TRANSPORTATION OF GOODS
The Contractor shall be responsible for transporting goods (including vehicles and heavy equipment if authorized) to the auction site as it becomes available from City. Contractor shall be responsible for any damages and or costs to City's property and for any damages or costs that City property may have caused to a third party while in the process of transporting the surplus property to Contractor's place of business. Contractor shall transport auction items within five (5) days of notification for pick-up. With the exception of high dollar valued items, requests for pick-ups will be made when a truck load of items is available.

Items not purchased at auction will be evaluated by City for further action. City will have the final approval as to the disposition of all items, and reserves the right to attempt to resell at the next auction. Unsold items are to be transported back to the City by the Contractor at no additional cost to City.

PREPARATION OF VEHICLES FOR AUCTION
Vehicles that are to be sold at auction will be in various conditions. Contactor shall be paid from Contractor's percentage fee for the standard washing and cleaning of the inside and outside of passenger vehicles and trucks, smog test, safety check, de-Identification and de-Logo. In some instances, a vehicle may need repairs prior to being sold including, but not limited to repairing or replacing a tire, to replacing a dead battery to getting a new paint job. Contractor shall create a quotation for the work to be done. It shall be sent to the Fleet Manager and the Purchasing Manager to be approved prior to the work being done. The cost of these repairs shall then be deducted from City's proceeds from the sale of the vehicle upon approval from the Purchasing Services Manager.

DEPARTMENT OF MOTOR VEHICLES (DMV) DOCUMENTATION
The Contractor shall properly complete all necessary DMV paperwork to ensure that the City vehicles/equipment titles are properly transferred from seller to buyer.

WARRANTY
The City does not guarantee the condition and quality of any item, and all items will be sold in "as is" condition.

BUSINESS LICENSES
Contractor will be required to obtain a City business license prior to commencement of work.

RIGHT TO AUDIT RECORDS
The City shall be entitled to audit the books and records of Contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Bidder for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

EXHIBIT "B"

FEE SCHEDULE

Auctioning service pricing shall include all costs for the services described. Prices shall remain in effect for the term of the contract.

1. Vehicles
FEE TO PROVIDE AUCTIONING SERVICES IS: **0% OF GROSS PROCEEDS PAID BY THE CITY** **10% OF GROSS PROCEEDS PAID BY THE BIDDER/BUYER** **TOTAL*: 10% OF GROSS PROCEEDS PAID TO THE AUCTIONEER** *** Total fee must include Smog check, Safety inspection, interior/exterior cleaning, De-Identification and De-Logo, advertising and Transportation.**
2. Furniture
FEE TO PROVIDE AUCTIONING SERVICES IS: **2.5% OF GROSS PROCEEDS PAID BY THE CITY** **10% OF GROSS PROCEEDS PAID BY THE BIDDER/BUYER** **TOTAL*: 12.5% OF GROSS PROCEEDS PAID TO THE AUCTIONEER** *** Total fee must include advertising and shipping/transportation.**
3. Equipment and Misc. Supplies
FEE TO PROVIDE AUCTIONING SERVICES IS: **0% OF GROSS PROCEEDS PAID BY THE CITY** **10% OF GROSS PROCEEDS PAID BY THE BIDDER/BUYER** **TOTAL*: 10% OF GROSS PROCEEDS PAID TO THE AUCTIONEER** *** Total fee must include advertising and shipping/transportation.**

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.

CONTRACTOR

By:_____ Date: _____

Gene Govoreau, Senior Sales Manager

City Council Meeting **G. 10.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2966 amending Redlands Municipal Code Chapter 17.17 (Improvements) of Title 17 (Subdivision Regulations) to modify the criteria and findings pertaining to the requirement for undergrounding utilities that are applicable to subdivisions and development projects (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Ordinance No. 2966.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2966, amending Redlands Municipal Code Chapter 17.17 (Improvements) of Title 17 (Subdivision Regulations) to modify the criteria and findings pertaining to the requirement for undergrounding utilities that are applicable to subdivisions and development projects.

DISCUSSION:

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

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2966.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

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

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $285

Attachments

Ordinance No. 2966 Undergrounding

ORDINANCE NO. 2966

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 17 (SUBDIVISION REGULATIONS) OF THE REDLANDS MUNICIPAL CODE, CHAPTER 17.17 (IMPROVEMENTS), TO MODIFY THE CRITERIA AND REQUIREMENTS FOR UNDERGROUNDING OF UTILITIES.

WHEREAS, Ordinance No. 2966 would amend Chapter 17.17 (Improvements) of Title 17 (Subdivision Regulations) of the Redlands Municipal Code to modify the criteria, findings, and other requirements pertaining to the undergrounding of utilities; and

WHEREAS, on May 7, 2024, the City Council held a public meeting at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance No. 2966; and

WHEREAS, on June 4, 2024, the City Council held a public meeting at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance No. 2966; and

WHEREAS, Ordinance No. 2966 is exempt from environmental review in accordance with Section 15061(b)(3) of the California Environmental Quality Act Guidelines; and

WHEREAS, after closing the public hearing and deliberating upon the matter, the City Council finds that the proposed ordinance and amendment to the Redlands Municipal Code are in the best interests of the public health, safety, and general welfare.

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

SECTION 1. California Environmental Quality Act. The proposed amendment to the Redlands Municipal Code does not require environmental review in accordance with the California Environmental Quality Act (CEQA). Pursuant to CEQA Guidelines Section 15061(b)(3), this amendment is exempt from environmental review because there is no possibility that the municipal code amendment may have a significant effect on the environment.

SECTION 2. Municipal Code Amendment. Redlands Municipal Code Section 17.17.020, entitled "Required Improvements," is hereby amended to read as follows:

"17.17.020: REQUIRED IMPROVEMENTS:

A. General: In addition to all improvements required as conditions of approval of the tentative map or by city ordinance or resolution, the improvements set forth below shall be required of all subdivisions. Requirements for construction of on site and off site improvements for subdivisions of four (4) or less parcels shall be noted on the parcel map, or waiver of parcel map or the subdivision improvement agreement recorded prior to or concurrent with the parcel map. Completion of improvements shall be in accordance with section 17.17.100 of this chapter.

B. Frontage Improvements: The frontage of each lot shall be improved to its ultimate adopted geometric section, including street structural section, curbs, sidewalks, driveway approaches and transitions.

C. Storm Drainage: Storm water runoff from the subdivision shall be collected and conveyed by an approved storm drain system. The storm drain system shall be designed for ultimate development of the watershed and shall be capable of collecting and conveying runoff generated by a 100-year flood. The storm drain system shall provide for ultimate development of the watershed and shall be capable of collecting and conveying runoff generated by a 100- year flood. The storm drain system shall provide for the protection of abutting and off site properties that would be adversely affected by any increase in runoff attributed to the development. Off site storm drain improvements may be required to satisfy this requirement.

D. Sanitary Sewers: Each unit or lot within the subdivision shall be served by an approved sanitary sewer system in accordance with the provisions of this code.

E. Water Supply: Each unit or lot within the subdivision shall be served by an approved domestic water system, in accordance with the provisions of this code.

F. Utilities: Each unit or lot within the subdivision shall be served by gas, electric, and other necessary facilities.

G. Underground Utilities:

1. All existing and proposed utilities within the subdivision or development parcel, and along peripheral streets of the subdivision site or development parcel, shall be placed underground except those facilities exempted by the public utilities commission regulations, or unless specifically exempt from this requirement under subsections a-e below. Undergrounding shall be required for overhead lines on either side of peripheral streets.

a. A subdivision parcel map (not including any site development) that creates only two (2) parcels, and does not exceed four gross acres in total area of the subdivision, shall not be subject to the undergrounding requirement or payment of an in-lieu fee.

b. Affordable Housing developments, where at least fifty percent (50%) of the dwelling units are reserved for Low- or Very-Low income households, shall not be subject to the undergrounding requirement or payment of an in-lieu fee.

c. Parcels with less than three hundred and fifty (350) linear feet of street frontage may pay an in-lieu fee by right for the affected side(s) that is less than 350 feet in length.

d. Parcels with greater than three hundred and fifty (350) linear feet of street frontage shall underground the utilities along the affected side(s) that is greater than 350 feet in length, or may request a waiver of undergrounding with the findings contained in subsections (G)(3)(a) and (G)(3)(b) of this section to be made and payment of an in-lieu fee.

e. Parcels with an existing private school educational facility to which any modifications, building additions, or site expansions are proposed, shall not be subject to the undergrounding requirement or payment of an in-lieu fee.

2. The developer may request that the undergrounding requirement along peripheral streets be waived by the approving body which may, at its discretion, accept a fee in lieu of the undergrounding. The amount of fee shall be determined by calculating the linear distance of the project site's street frontage and applying the applicable linear foot fee(s) established by City Council. The requirement for undergrounding or payment of an in lieu fee shall be a condition of approval of the tentative map or applicable development permit.

3. Undergrounding requirements may be waived or modified by the approving body only upon making one of the following findings:

a. The subdivision or development parcel is within an area where existing utilities have not been undergrounded and that undergrounding is either impractical due to physical constraints~~,~~ or the surrounding neighborhood is absent of similar improvements; or

b. Requiring undergrounding is likely to result in a disproportionate economic impact or time delay that would make the project economically infeasible in the sole discretion of the decision-making body, and based upon substantial evidence submitted by the applicant or developer.

4. A subdivision or development meeting the requirements of subsection (G)(1)(c-d), or where undergrounding requirements have been waived pursuant to subsections (G)(3)(a) and (G)(3)(b) of this section, the in lieu fee as established by calculating the linear distance of the project site's street frontage and applying the applicable linear foot fee(s) established by City Council shall be made a condition of approval of the tentative map.

5. In lieu fees shall be deposited in a special undergrounding account to be used as approved by the city council for future undergrounding of utilities throughout the city.

6. The provisions of this subsection are in addition to, and not in substitution for or limitation of, the provisions of this code.

H. Fencing: Each parcel or lot within the subdivision that is adjacent to property containing a public facility shall have an approved fence adequate to prevent unauthorized access between the properties.

I. Other Improvements: Other improvements including, but not limited to, grading, street lights, fire hydrants, signs, street lines and markings, street trees and shrubs, landscaping, monuments, bicycle facilities, fences and smoke detectors, or fees in lieu of any of the foregoing, shall also be required as determined by the city engineer in accordance with this code, the general plan and city standards and specifications.

J. Off Site Improvements: If the subdivider is required to construct off site improvements on land in which neither the subdivider nor the city has sufficient title or interest to allow construction, the city shall, within one hundred twenty (120) days of recording the final map, acquire by negotiation or commence condemnation of the land. If the city fails to meet the one hundred twenty (120) day time limit, the condition for the construction shall be waived. Prior to approval of the final map, the city may require the subdivider to enter into an agreement to complete the off site improvements at the time the city acquires title or an interest in the land.

The subdivider shall pay the cost of acquiring off site land or an interest in the land required to construct the off site improvements.

SECTION 3. Municipal Code Amendment. Redlands Municipal Code Section 12.12.055, entitled "Undergrounding of Utilities," is hereby amended to read as follows:

"12.22.055: UNDERGROUNDING OF UTILITIES:

Where utilities have been undergrounded as a condition of development, utility installation, expansion, repair, upgrade, modification, or relocation shall be undergrounded following the same requirements and allowing for the same exceptions contained in Section 17.17.020(G) of the Redlands Municipal Code Title 17."

SECTION 4. SECTION 4. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 5. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 18th day of June, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **G. 11.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Salary Resolution No. 8599 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8520 (Human Resources/Risk Management Director Meteau)

MOTION(S):

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

I move to adopt Resolution No. 8599 establishing a Salary Schedule and Compensation Plan for City Employees and rescind Resolution No. 8520.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8599 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8520.

DISCUSSION:

Resolution No. 8599 incorporates Citywide personnel changes to facilitate services during Fiscal Year 2025 and 2026. The attached report details the changes being made. Significant changes are summarized below:

City Clerk - The addition of an Assistant City Clerk position. Due to pending retirements within the department, this position will be vital for knowledge transfer and continuing efficient operations of the City Clerk's office.

Development Services - The addition of a Sustainability Coordinator to coordinate implementation of the Climate Action Plan and support other sustainability efforts within the City.

Facilities and Community Services - The addition of a second Sr. Manager to help provide management direction to the various divisions within the department, a Recreation Coordinator position to provide additional supervision and oversight of all three recreation sites, the addition of a Building Maintenance Worker for additional support of facilities maintenance as the City establishes new worksites. The addition of a Fleet Parts Technician, Sr. Equipment Mechanic, and Fire Mechanic in the fleet division. These positions will provide additional internal support as opposed to utilizing contractors and will provide a more efficient operation. The Sr. Code Enforcement Officer will be reclassified to a Code Enforcement Supervisor to allow the position to fully perform the supervisory duties that have been assigned to the position.

Human Resources/Risk Management - The addition of a Human Resource Specialist which will focus on recruitment within the Police Department and provide back up support to other recruitment efforts and training and development.

Management Services - The addition of an IT Applications Analyst to support the increasing need for planning of system migrations, integrations, and database conversions and an Administrative Analyst in the Revenue division to assist with modernization of the City's payment infrastructure and provide support to other projects within the division. One current Management Analyst will be reclassified to a Budget Analyst to more closely reflect duties performed.

Municipal Utilities and Engineering - The addition of a Wastewater Facilities Maintenance Supervisor to provide oversight and supervision of maintenance at the Wastewater Treatment Plant. This position will be funded in Fiscal Year 25-26 to coincide with the beginning of Phase II of the Wastewater Treatment Plant Improvement Project, which will allow the position to be familiar with the project components and construction.

Police Department - The addition of a Police Sergeant and four Police Officers to establish a team focused on homelessness. The addition of a Support Services Supervisor to provide additional management of non-sworn staff that will be moved under the operations division. Additionally, a Sr. Community Service Officer will be established to provide leadership, assist with oversight of the CSOs and perform higher level tasks.

In addition to the changes listed above, several classifications across all departments will have salary adjustments in order to stay within the market median.

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
John Harris, Director, Municipal Utilities and Engineering
Brian Desatnik, Director, Development Services
Richard Sessler, Fire Chief
Rachel Tolber, Police Chief
Don McCue, Library Director

PREPARED BY:
Tommi Ng, Assistant Director, HR/Risk Management

Fiscal Impact

Discussion:

The changes to the salary resolution have been incorporated into the 2024/2025 fiscal year budget.

Attachments

Salary Resolution No. 8599
Position Change List
Range Tables 24-45
PT Hourly Rate Schedule

RESOLUTION NO. 8599

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. 8520.

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 July 8, 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				
Purchasing								
Procurement Manager		1	M	74				
Purchasing Clerk		1	T	35				
Total City Manager's Office	***0***	***14***						
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			

Payroll

Payroll Coordinator		1	MM	34				
Payroll Assistant		1	T	40				

Part Time Position

IT Intern	1		PT					

Total Management Services	***1***	***51***

*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					
Technical Services Clerk	1		PT					
Museum Attendant	4		PT					
Total Library	***15***	***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		1	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***	***149***

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	*597*
Total Part Time Positions	*35*
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.8520 of the City of Redlands is hereby rescinded effective July 7, 2024.

Adopted, approved and signed this 18th day of June, 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 18th day of June, 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

POSITION CHANGE LISTING

Salary Resolution No. 8599

Dept.	Current Position	Unit Range/Step	New Position	Unit Range/Step
Added Positions				
CC			Assistant City Clerk	MM33
DSD			Sustainability Coordinator	MM60
DSD			Economic Development Coordinator	MM68
FCS			Sr. Manager	M81
FCS			Recreation Coordinator	T54
FCS			Building Maintenance Worker	T40
FCS			Fleet Parts Technician	T35
FCS			Sr. Equipment Mechanic	T70
FCS			Fire Mechanic	T69
FCS			Equipment Operator OIT/I/II	T19/34/39
HR			Human Resources Specialist	MM35
Mgmt Serv			IT Applications Analyst	T86
Mgmt Serv			Administrative Analyst	MM35
MUED			Construction Inspector	T75/85
MUED			WW Facilities Maint Supervisor	T100
PD			Police Sergeant	P70
PD			Police Officer	P60
PD			Police Officer	P60
PD			Police Officer	P60
PD			Police Officer	P60
PD			Support Services Supervisor	MM38
PD			Sr. CSO	CS56
Deleted Positions				
DSD	Economic Development Manager	M80		
FCS	PT Maintenance Worker	PT		
FCS	PT Program Aid	PT		
FCS	PT Program Aid	PT		
FCS	Sr. Equipment Operator	T/44		
Mgmt Serv	PT Help Desk Technician	PT		
Mgmt Serv	IT Intern	PT		
MUED	Sr. Construction Inspector	T90		
PD	CSO I/II	CS40/48		
Reclassifications				
FCS	Sr. Code Enforcement Officer	T70	Code Enforcement Supervisor	MM51
Mgmt Serv	Management Analyst	MM45	Budget Analyst	MM50
Salary/Title Changes				
All	Administrative Assistant I/II	T15/30	Administrative Assistant I/II	T33/38
All	PT Administrative Assistant	$19.27	PT Administrative Assistant	$23.51
All	Management Analyst	MM45	Management Analyst	MM50
All	Sr. Administrative Assistant	T45	Sr. Administrative Assistant	T48
All	Maintenance Worker	T20/23	Maintenance Worker	T24/31
CM	Purchasing Clerk	T22	Purchasing Clerk	T35
CM	Assistant City Manager	16405-19941	Assistant City Manager	16980 - 21241
CM	Homeless Solutions Coordinator	MM70	Homeless Solutions Manager	MM75
FCS	Fleet Services Coordinator	MM46	Fleet Services Supevisor	MM53
FCS	Recreation Supervisor	MM37	Recreation Supervisor	MM49
FCS	Sr. Manager, FCS	M77	Sr. Manager, FCS	M81
FCS	Solid Waste Truck Driver	T34	Solid Waste Truck Driver	T36

FCS	Solid Waste Route Coordinator	T56	Solid Waste Route Coordinator	T57
FCS	Welder	T43	Welder	T47
FCS	Field Services Coordinator	MM51	Field Services Supervisor	MM51
FCS	Building Maintenance Worker	T38	Building Maintenance Worker	T40
FCS	Sr. Building Maintenance Worker	T47	Sr. Building Maintenance Worker	T55
FCS	Equipment Mechanic I/II/III	T41/46/53	Equipment Mechanic I/II	T45/50
Fire	Fire Chief	17300 - 23000	Fire Chief	17900-23650
HR	Risk Management Specialist	MM41	Risk Management Specialist	MM47
Library	PT Adult Literacy Assistant	$17.50	PT Adult Literacy Assistant	$19.50
Mgmt Serv	Accounting Technician	T23/33	Accounting Technician	T29/39
Mgmt Serv	Network Specialist	T78	Network Specialist I/II	T79/84
Mgmt Serv	Revenue Supervisor	MM58	Revenue Manager	MM65
Mgmt Serv	Sr. Accounting Technician	T40	Sr. Accounting Technician	T50
Mgmt Serv	Customer Service Tech I/II	T17/27	Customer Service Technician I/II	T24/32
Mgmt Serv	Customer Account Specialist	T33	Customer Account Specialist	T37
Mgmt Serv	Sr. Customer Account Spec	T41	Sr. Customer Account Spec	T52
Mgmt Serv	Utility Billing Specialist	T40	Utility Billing Specialist	T51
Mgmt Serv	Utility Billing Technician	T35	Utility Billing Technician	T41
Mgmt Serv	Payroll Assistant	T35	Payroll Assistant	T40
MUED	Construction Inspector I/II	T69/79	Construction Inspector I/II	T75/85

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

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City of Redlands
SALARY SCHEDULE

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

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City of Redlands
SALARY SCHEDULE

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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

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City of Redlands
SALARY SCHEDULE

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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

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SALARY SCHEDULE

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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

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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

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Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
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

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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

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Redlands Civilian Safety Employees Association

City of Redlands
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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

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Redlands Civilian Safety Employees Association

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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

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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

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

Effective July 2024

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Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

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

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City of Redlands
SALARY SCHEDULE

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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

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

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Redlands Association of Mid-Management Employees

City of Redlands
SALARY SCHEDULE

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

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City of Redlands
SALARY SCHEDULE

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

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SALARY SCHEDULE

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

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

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

City of Redlands
SALARY SCHEDULE

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

Effective July 2024

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

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

City of Redlands
SALARY SCHEDULE

Title	Range	Rate Type	0 (Minimum)	1	2	3	4	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

Effective July 2024

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)
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

Effective July 2024

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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

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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 **G. 12.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2971, Levying special taxes within City of Redlands Community Facilities District No. 2001-1 (Northwest Development Project) and Community Facilities District No. 2003-1(Redlands Business Center) (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to adopt Ordinance No. 2971.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2971 to levy special taxes within City of Redlands Community Facilities District No. 2001-1 (Northwest Development Project) and Community Facilities District No. 2003-1 (Redlands Business Center).

DISCUSSION:

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

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2971.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $285

Attachments

Ordinance No. 2971 Levying Special Taxes CFD

ORDINANCE NO. 2971

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDLANDS LEVYING SPECIAL TAXES WITHIN CITY OF REDLANDS COMMUNITY FACILITIES DISTRICT NO. 2001-1 (NORTHWEST DEVELOPMENT PROJECT) AND COMMUNITY FACILITIES DISTRICT NO. 2003-1 (REDLANDS BUSINESS CENTER)

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has formed City of Redlands Community Facilities District No. 2001-1 (Northwest Development Project) (the "Community Facilities District"), under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

WHEREAS, the City Council, as the legislative body of the Community Facilities District, is authorized under the Act to levy special taxes (the "Special Taxes") to pay for the costs of certain facilities and to authorize the issuance of bonds secured by the Special Taxes under the Act; and

WHEREAS, the City Council, pursuant to Ordinance No. 2471, adopted by the City Council of the City on June 5, 2001, authorized and levied the Special Taxes within the Community Facilities District; and

WHEREAS, the City Council, pursuant to Ordinance No. 2569, adopted by the City Council of the City on January 20, 2004, authorized and levied the Special Taxes within the Community Facilities District; and

WHEREAS, Section 53340 of the Act provides that the legislative body of a community facilities district may provide, by resolution, for the levy of the special tax in the current year or future tax years at the same rate or at a lower rate than the rate provided by ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the clerk or other official designated by the legislative body with the county auditor on or before the 10th day of August of that tax year; and

WHEREAS, on June 19, 2001, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Redlands Authorizing the Issuance of not to Exceed $10,000,000 Aggregate Principal Amount of City of Redlands Community Facilities District No. 2001-1 (Northwest Development Project) Special Tax Bonds, Series 2001, Approving the Execution and Delivery of an Indenture, a Bond Purchase Agreement and a Continuing Disclosure Certificate and the Preparation of an Official Statement and Other Matters Related Thereto" (the "Original Bond Resolution"), authorizing the issuance of City of Redlands Community Facilities District No. 2001-1 (Northwest Development Project) Special Tax Bonds, Series 2001 (the "Bonds"), in an aggregate principal amount of not to exceed $10,000,000;

WHEREAS, on July 17, 2001, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Redlands Modifying Resolution No. 5911 of the City Council of the City of Redlands," ratifying and affirming the City Council's authorization under the

Original Bond Resolution for the issuance of the Bonds, subject to certain modifications to the terms thereof;

WHEREAS, on February 3, 2004, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Redlands Authorizing the Issuance of not to Exceed $9,600,000 Aggregate Principal Amount of City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) Special Tax Bonds, Series 2004, Approving the Execution and Delivery of an Indenture, a Bond Purchase Contract and a Continuing Disclosure Certificate and the Preparation of an Official Statement and Other Matters Related Thereto" authorizing the issuance of City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) Special Tax Bonds, Series 2004 (the "Bonds"), in an aggregate principal amount of not to exceed $9,600,000;

WHEREAS, the City Council desires to levy the Special Taxes within the Community Facilities Districts 2001-1 and 2003-1 for Fiscal Year 2024-25;

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

Section 1. All of the above recitals are true and correct.

Section 2. The City Council hereby levies the Special Taxes for the Fiscal Year 2024-25 at the maximum rates and with respect to the parcels as set forth in Exhibit A hereto; provided, however, that the City Manager or the Finance Director of the City is hereby authorized, prior to the submission to the San Bernardino County Auditor/Controller and upon consultation with the City's special tax consultant, David Taussig & Associates, Inc., (a) to make any necessary modifications to such Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed (provided that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels), or (b) to lower such Special Tax rates to the extent such officer deems necessary upon receipt of the final pricing information, and debt service requirements with respect to, the Bonds. The City Clerk of the City is hereby authorized and directed to file with the San Bernardino County Auditor/Controller no later than August 10, 2024, a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for Fiscal Year 2024-25.

Section 3. The City Council hereby levies the Special Taxes for the Fiscal Year 2024-25 at the maximum rates and with respect to the parcels as set forth in Exhibit B hereto; provided, however, that the City Manager or the Finance Director of the City is hereby authorized, prior to the submission to the San Bernardino County Auditor/Controller and upon consultation with the City's special tax consultant, David Taussig & Associates, Inc., (a) to make any necessary modifications to such Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed (provided that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels), or (b) to lower such Special Tax rates to the extent such officer deems necessary upon receipt of the final pricing information, and debt service requirements with respect to, the Bonds. The City Clerk of the City is hereby authorized and directed to file with the San Bernardino County Auditor/Controller no later than

August 10, 2024 a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for Fiscal Year 2024-25.

Section 4. The officers and agents of the City are, and each of them hereby is, authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the levy of the Special Taxes for Fiscal Year 2024-25 as provided in this Resolution.

Section 5. All actions heretofore taken by the officers and agents of the City with respect to the levy of the Special Taxes for Fiscal Year 2024-25 are hereby approved, confirmed and ratified.

Section 6. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 7. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 18th day of June, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **G. 13.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an Agreement with San Bernardino County for the Collection of Special District Assessments (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 agreement with the County of San Bernardino for the collections of special taxes, fees, and assessments on behalf of the City.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with the County of San Bernardino under which the County will collect special taxes, fees, and assessments on behalf of the City.

DISCUSSION:

The City has for many years maintained a number of special districts for the operation and maintenance of certain City-owned public spaces. These districts are funded through annual property tax assessments on implicated parcels. Under a 1997 agreement, these assessments have been collected by the County of San Bernardino Auditor-Controller/Treasurer/Tax Collector (County) on behalf of the City in conjunction with County-wide property tax collection.

Beginning in fiscal year 2016, the County began requiring the City to enter into an annual agreement authorizing continued County collection of special district assessments on behalf of the City. The County requests a nominal fee to cover the cost of collection and disbursement of the tax assessments to the City.

Staff is seeking Council approval of the attached agreement to collect the taxes related to City Community Facilities Districts (CFDs), Landscape Maintenance Districts (LMDs), and Street Lighting Districts (SLDs), the Paramedics Assessment and any other assessments that may need to be placed on the tax roll.

ALTERNATIVES:

Council may decide not to implement an agreement with the County and instead manage special district tax collection in another manner; however, this will require City staff to perform this collection process.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney

PREPARED BY:
Valerie Abrego, Management Analyst

Fiscal Impact

Fiscal Year: 2023-2024

Appropriation Required Y/N: No

Discussion:

There is no impact as a result of approving the agreement with San Bernardino County. Nominal fees will be collected in exchange for the County using its process to collect the City's assessments, which are considerably lower than would be if the City took on the collection process itself.

Attachments

FY 2024-25 Special Assessments Collection Agreement

AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
AGREEMENT FOR COLLECTION OF SPECIAL
TAXES, FEES, AND ASSESSMENTS
FISCAL YEAR 2024-25

THIS AGREEMENT is made and entered into this 18th day of June, 2024, by and between the COUNTY OF SAN BERNARDINO, hereinafter referred to as "County" and the City of Redlands, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, Government Code Sections 29304 and 51800 authorize the County to recoup its collection costs when the County collects taxes, fees, or assessments for any city, school district, special district, zone or improvement district thereof; and

WHEREAS, the City and County have determined that it is in the public interest that the County, when requested by City, collect on the County tax rolls the special taxes, fees, and assessments for City.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, when requested by City as hereinafter provided to collect on the County tax rolls the special taxes, fees, and assessments of City, and of each zone or improvement district thereof.

2. When County is to collect City's special taxes, fees, and assessments, City agrees to notify in writing the Auditor-Controller (268 W. Hospitality Lane, 4TH floor, San Bernardino, CA 92415) of the County on or before the 10th day of August of each fiscal year of the Assessor's parcel numbers and the amount of each special tax, fee, or assessment to be so collected. Any such notice, in order to be effective, must be received by the Auditor-Controller by said date.

3. County may charge City an amount per parcel for each special tax, fee, or assessment that is to be collected on the County tax rolls by the County for the City, not to exceed County's actual cost of collection.

4. City warrants that the taxes, fees, or assessments imposed by City and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to, Articles XIIIC and XIIID of the California Constitution (Proposition 218).

5. City hereby releases and forever discharges County and its officers, agents, and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of City's responsibility under this

agreement, or other action taken by City in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees or assessments as contemplated in this agreement.

6. The County Auditor-Controller has not determined the validity of the taxes or assessments to be collected pursuant to this contract, and the undersigned City hereby assumes any and all responsibility for making such a determination. The undersigned City agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract or the imposition of the taxes or assessments collected pursuant to this contract, and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law. If any judgment is entered against County or any other indemnified party as a result of action taken to implement this Agreement, City agrees that County may offset the amount of any judgment paid by County or by any indemnified party from any monies collected by County on City's behalf, including property taxes, special taxes, fees, or assessments. County may, but is not required to, notify City of its intent to implement any offset authorized by this paragraph.

7. City agrees that its officers, agents and employees will cooperate with County by answering inquiries made to City by any person concerning City's special tax, fee, or assessment, and City agrees that is officers, agents, and employees will not refer such individuals making inquiries to County officers or employees for response.

8. City shall not assign or transfer this agreement or any interest herein and any such assignment or transfer or attempted assignment or transfer of this agreement or any interest herein by City shall be void and shall immediately and automatically terminate this agreement

9. This agreement shall be effective for the 2024-25 fiscal year.

10. Either party may terminate this agreement for any reason upon 30 days written notice to the other party. The County Auditor-Controller shall have the right to exercise County's right and authority under this contract including the right to terminate the contract.

11. County's waiver of breach of any one term, covenant, or other provision of this agreement, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

12. Each person signing this agreement represents and warrants that he or she has been fully authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

City: City of Redlands

By: _____

Printed Name: Eddie Tejeda

Title: Mayor

Date: 06/18/24

ENSEN MASON CPA, CFA,
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

By Authorized Deputy: _____

Printed Name: Franciliza Zyss

Title: Chief Deputy, Property Tax

Date: _____

City Council Meeting **G. 14.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Professional Services Agreement for Business Tax Administration Services and Local Tax Compliance Services with Hinderliter De Llamas & Associates (HdL Software, LLC) (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to approve a Professional Services Agreement with HdL Software, LLC for a period of five (5) years for business tax administration and compliance services.

RECOMMENDATION:

Staff recommends the City Council approve the professional services agreement with HdL Software, LLC for business tax and audit/discovery services. Staff is recommending sole source procurement of these services given the quality and extent of work previously performed by this firm on behalf of the City, as well as their knowledge and expertise, and extensive public agency client base.

DISCUSSION:

Business license tax revenue is an important revenue stream in the General Fund. It generates more than $5 million annually. The City's business licensing process is such that new businesses must satisfy all permit requirements and pass all requisite inspections before they are issued a business license. This sometimes has the effect of slowing the process down, but it ensures that businesses operating within City limits meet all Building and Fire Codes and operate within the appropriate land use and zoning regulations.

Hinderliter, De Llamas, and Associates (HdL), the parent company of HdL Software, LLC, has provided the City's Business License Tax Administration Services since 2019, which has enabled customers to obtain business license services more conveniently and has streamlined processes for the City. Customers have the ability to submit business license applications online, provide required documentation, pay appropriate tax and fee amounts, update information and access their business license accounts either online, by phone or through the mail.

Customers may also renew their business license online, by phone or through the mail along with making the required payment. Overall, HDL's software and services provide enhanced accessibility to customers and streamlines issuance processes for business licenses.

HDL assesses a fee of $16.73 per business license for these services, and 35% of any new business license revenues that are received as a result of compliance and audit work performed on the City's behalf. The exact number of business licenses issued each year does vary, but on average, the City issues approximately 6,000 licenses annually. The agreement is for a period of five (5) years.

Staff will also continue to work with customers, HdL, Development Services, the Fire Marshall's Office, and several other departments that are involved in the sign-off for new businesses and the permitting process as a whole to find further efficiencies.

ALTERNATIVES:

The City Council may elect not to approve continuing business tax administration services with HDL Software, LLC and provide alternative direction to staff.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

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

PREPARED BY:
Aimee Hoover, Revenue Supervisor

Fiscal Impact

Fiscal Year:	2024-25
Revenue Generating:	Yes
Appropriation Required Y/N:	No
Amount:	Not to exceed $302,500
Budgeted Y/N:	Yes
Account No.:	101502-6106

Discussion:

The City will fund this agreement through the proceeds of its Business License Tax, as HdL will remit revenue to the City as the net of gross revenue less the expenses it is charging the City.

The cost of utilizing HdL's Business Tax Administration Service for the first year is $16.73 per license processed. The average number of business licenses issued annually is approximately 6,000 (~$100,380 for Year 1). The cost per license in subsequent years will include a CPI increase based on the Consumer Price Index for All Urban Consumers (CPIU), West Region, as reported by the U.S. Bureau of Labor Statistics. The annual cost will also be impacted by the number of new businesses that apply for business licenses. The City will reimburse HdL for any incidental costs such as travel expenses, which is not anticipated to occur.

Compliance Services help the City determine if all businesses operating within the City limits are abiding by the Municipal Code Requirements to obtain a business license. The cost for utilizing HdL's Local Tax Compliance Services is a contingency fee of 35% of the revenues received as a result of the discovery and audit services. No fee will be paid if additional business license revenue is not obtained through discovery and audit work performed by the consultant. The consultant performs this work at its own risk.

Attachments

Sole Source Memo

HdL Service Agreement 2024-2029

HdL Companies

120 S. State College Blvd. Suite 200
Brea, CA 92821
714-879-5000
www.hd lcompanies.com

April 22, 2024

Ms. Danielle Garcia
City of Redlands
Management Services Director
35 Cajon Street
Redlands, CA 92373

Re: HdL Business License Software, Administration and Compliance

Services

Dear Ms. Garcia,

This letter serves as a sole source document for products developed by Hinderliter De Llamas & Associates. HdL Prime Business License Software with Web Module, Business License Administration and Compliance Services were developed by Hinderliter De Llamas & Associates and are distributed solely by Hinderliter De Llamas & Associates. No other vendor develops, distributes, and implements these products and services.

Please call or email me if I can be of further assistance.

Best regards,
George Bonnin
Contracts Manager
gbonnin@hdlcompanies.com

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is made and entered into as of this **18th day of June**, 2024 (the "Agreement Date") by and between Hinderliter De Llamas & Associates (HdL Companies) a California corporation ("Consultant"), and City of Redlands, a municipal corporation ("Client"), which is located within the state of California (the "State").

W I T N E S S E T H:

WHEREAS, Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of sales, use and transactions taxes, business license taxes, property and lodging taxes, and other revenues, as well as their delivery of other public services (collectively, "Consultant's Business"); and

WHEREAS, Client desires to contract with Consultant to obtain one or more of the services included within Consultant's Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement;

WHEREAS, Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

1. Services.

1.1 Consultant will perform those services included within Consultant's Business that are described in any and all schedule(s) referencing this Agreement and signed by Client and Consultant as of the Agreement Date or hereafter (individually and collectively, the "Schedule(s)"), upon the terms and conditions contained in this Agreement (including the Schedules) (such services are, collectively, the "Services")

1.2 **Consultant warrants that it will perform the Services in a professional manner in accordance with professional standards**. In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.3 Client acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with Consultant wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate agreement are the responsibility of Consultant and such other public agency and not Client.

1.4 This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with other persons or entities (that are not Client) to provide them with merchandise or services of any kind whatsoever, including, but not limited to, services similar to the Services.

2. **Fees**. As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in the Schedules (individually and collectively these fees and costs are, the "Fees"). Consultant may perform the Services using professionals from its staff or Consultant's affiliated entities, and such Services will be billed to Client under the same billing terms applicable to Consultant's staff. Consultant may increase the Fees from time to time (including, without limitation, annually as described in the Schedules). Other than a Fee increase as described in the Schedules, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client's satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

3. **Invoices; Payment**.

3.1 City agrees to compensate Consultant for services under this Agreement as in Schedule D.

4. **Insurance**. Throughout the term of this Agreement, Consultant will maintain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b) property damage liability of $1,000,000 per incident; (c) bodily injury liability of $1,000,000 per incident; and (d) professional liability for any errors or omissions of $1,000,000.

5. **Client Support**.

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant's performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations under which Consultant is performing the Services (including any adopted by Client). Consultant will be permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.

5.2 Client will examine all of Consultant's reports, specifications, notices, proposals and other documents. In the event that a decision is required of Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law authorizing Consultant to examine the confidential sales tax and other relevant records of Client throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services that Consultant may be required or requested to provide to support, prepare, document, bring, defend or assist in litigation undertaken or defended by Client ("Litigation Services"). If Consultant agrees with Client or is required to perform Litigation Services, Client will promptly pay Consultant for all of Consultant's costs and expenses related to

Litigation Services at Consultant's actual cost, plus ten percent (10%) thereof (all of which are deemed to be additional Fees).

6. Confidentiality; Software Use and Warranty; Records.

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations concerning the confidentiality of tax records of which it has been informed by Client pursuant to Section 5.1.

6.2 As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant's Business, including without limitation: Consultant's (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi) materials, techniques and intellectual property used. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to any information that is public information.

6.3 If access to any software which Consultant owns is provided to Client as part of this Agreement (including, without limitation, if Client chooses to subscribe to such software and reports option as part of the Services) (such Consultant-owned software is, collectively, the "Software"), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client for the use by such of Client's staff as may be designated from time to time by Client and approved by Consultant in writing to use the Software pursuant to and during the Term of this Agreement. The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client's staff of the Software nor any rights of Client or any of Client's staff to sublicense, transfer or sell the Software, or rights to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or documentation, nor modify (or allow the modification of) the Software or documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant's remedies), such modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client access to Software will be immediately removed. Client must immediately cease using and remove, delete and destroy all Software materials which may exist on Client's computers and network. **Consultant warrants that the Software will perform in accordance with the Software's documentation.**

6.4 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the property of Client. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or others' copyrights or other intellectual property. It is possible that any

documents, drafts, communications or other work product provided to Client may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for Client.

6.5 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (5) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

7. <u>Term and Termination</u>.

7.1 The initial term of this Agreement commences as of the Agreement Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until June 30, 2029.

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date and will thereafter timely pay Consultant for all other Fees and compensation to which Consultant may be entitled pursuant to this Agreement (including the Schedules hereto).

8. <u>Indemnification</u>.

8.1 Consultant agrees to fully and promptly indemnify and hold harmless (but not defend) Client and each of its officers, employees and agents (collectively, "Client Group") from and against any and all third-party liabilities, judgments, awards, losses, claims, damages, expenses, and costs (including, without limitation, for reasonable third-party attorneys' fees and costs awarded in connection therewith) (each, a "Third-Party Liability", and collectively, "Third-Party Liabilities") directly or indirectly related to this Agreement and arising out of any negligent act or negligent omission, or reckless or willful misconduct, of Consultant or any of its directors, officers, employees, agents, direct and indirect equity holders, or affiliates (collectively, "Consultant Group") under this Agreement; provided, that such obligations to indemnify and hold harmless are only to the extent Consultant admits in writing, or any of Consultant Group is found by a court of competent jurisdiction in a judgment which has become final and that is no longer subject to appeal or review, to have caused the above-described Third-Party Liability(ies). In no event shall Consultant be obligated to defend any of Client Group or pay for any Client Group attorneys' fees or other costs of defending against any such Third-Party Liabilities ("defense costs"), with exception of if Consultant is obligated to indemnify and hold harmless Client Group as described above in this Section 8.1 then Consultant shall also be responsible for the defense costs incurred by Client Group for the related matter.

Consultant's duty to indemnify and hold harmless Client shall not apply to claims for liability which arise from the issuance or non-issuance of any registration, license, permit, or exemption.

8.2 Client agrees to fully and promptly indemnify and hold harmless (but not defend) each of Consultant Group from and against any and all Third-Party Liabilities directly or indirectly related to this Agreement and arising out of any negligent act or negligent omission, or reckless or willful misconduct, of any of Client Group under this Agreement; provided, that such obligations to indemnify and hold harmless are only to the extent Client admits in writing, or any of Client Group is found by a court of competent jurisdiction in a judgment which has become final and that is no longer subject to appeal or review, to have caused the above-described Third-Party Liability(ies). In no event shall Client be obligated to defend any of Consultant Group or pay for any Consultant Group attorneys' fees or other costs of defending against any such Third-Party Liabilities ("defense costs"), with exception of if Client is obligated to indemnify and hold harmless Consultant Group as described above in this Section 8.2 then Client shall also be responsible for the defense costs incurred by Consultant Group for the related matter.

9. Liability Limitations; Governing Law; Dispute Resolution.

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.2 Notwithstanding anything to the contrary, in no event will Consultant be (a) liable for claims, liabilities or damages (i) that could not reasonably have been foreseen upon entry into this Agreement; (ii) arising from any action or inaction by Consultant in response to specific direction from Client; (iii) in connection with any Client monies not collected by Consultant; nor (iv) in connection with the issuance, non-issuance or revocation of any registration, license, permit, or exemption; nor (b) required to provide a defense in connection with any indemnification or hold harmless provisions under this Agreement.

9.1.3 Without limitation on any statue of limitations that expire in less than three years, no claim may be brought by Client against any one or more of Consultant Group arising out of this Agreement (including, without limitation, in connection with the Services or the Software) more than three years after the date upon which Client has actual knowledge of the first occurrence of the action or inaction giving rise to such claim (whether relating to the Services, the Software or otherwise).

9.1.4 Client acknowledges this Agreement is with Consultant in its capacity as a corporation or a limited liability company, and Client agrees that in no event will it seek to hold any of the Consultant Group (other than Consultant) responsible for any obligations under this Agreement.

9.2 The law of the State will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules.

Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise. Both parties waive the right to a jury trial in an action to enforce, interpret or construe this Agreement.

9.3 If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, the costs and expenses of the prevailing party, including reasonable attorneys' fees, will be paid by the non-prevailing party.

9.4 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

10. General Legal Provisions.

10.1 Authorization to Proceed. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.

10.2 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of Consultant.

10.3 Amendment; Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services.

10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other

party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto.

10.7 Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however, that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: Hinderliter De Llamas & Associates (HdL Companies), Attn: George Bonnin, Email: gbonnin@hdlcompanies.com; and Client: City of Redlands, CA, Attn: Aimee Hoover, Email: ahoover@cityofredlands.org.

10.8 Entire Agreement; Conflict. This Agreement (including any Schedules dated as of the Agreement Date or hereafter) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of the Schedule(s) and the remainder of this Agreement, the terms and conditions of the remainder of this Agreement will prevail and be controlling.

10.9 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted by email or other electronic means in a portable document format (PDF) or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

10.10 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

11. California Department of Tax and Fee Administration Data.

11.1 CITY shall adopt a resolution in a form acceptable to the California Department of Tax and Fee Administration and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales tax records of CITY. CITY further agrees to continue CONTRACTOR's authorization to examine the confidential sales tax records of the CITY by maintaining CONTRACTOR's name on the CITY resolution until such time as all CONTRACTOR compliance work on behalf of CITY has been completed and any fee owing to CONTRACTOR has been paid.

11.2 Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. Section 7056 specifies the conditions under which a CITY may authorize persons other than CITY officers and employees to examine State Sales and Use Tax records.

11.3 The following conditions specified in Section 7056-(b), (1) of the State of California Revenue and Taxation Code are hereby made part of this Agreement:

11.3.1 CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law Revenue and Taxation Code section 7200 et. seq.

11.3.2 CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.

11.3.3 CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.

11.3.4 CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales, use or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

[Signatures are on the next page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.

CONSULTANT:	**CLIENT**:
Hinderliter De Llamas & Associates (HdL Companies)	City of Redlands, CA
By:_____ Its:_____	By:_____ Its: Eddie Tejeda, Mayor
By:_____ Its:_____	ATTEST:_____ Its: Jeanne Donaldson, City Clerk

[Any Schedule or Schedules may (but is/are not required to) be attached hereto]

SCHEDULE D

Tax and Fee Administration Services and Fees
Business License Tax and Fees

SCHEDULE D – This Schedule D provides the scope of Services and Fees for tax and fee administration related to business license tax and fees pursuant to the Master Services Agreement dated June 4th, 2024 ("MSA").

The MSA includes the main body of the MSA, this Schedule, and all other Schedules to the MSA. Terms not otherwise defined herein have the definitions given to them within the main body of the MSA.

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client's business license tax administration.

1. **Operations Management Services**
   - 1.1. Establish and maintain database of Client businesses.
   - 1.2. Receive and process applications, renewals and payments in a timely fashion.
   - 1.3. Send renewal notices to active businesses within 30 days of the renewal period end date or at another interval specified by Client.
   - 1.4. Provide businesses multiple options for submitting applications, renewals, payments, or support requests (including via website, email, mail, phone, and fax. Consultant license specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
   - 1.5. HdL will process all payments for new and renewal accounts. Remit revenue to Client no less than monthly. License accounts will be updated with payment.
   - 1.6. Provide Client staff access to website portal offering business registry inquiry, reporting, and electronic department approval capabilities.
2. **Compliance Services:** 1) Identify and register businesses which are subject to licensure or taxation, 2) collect known debt as pertains to business license or tax, and 3) identify under-reported tax liability.
   - 2.1. **Discovery Services**
     - 2.1.1. Develop a list of businesses subject to Client licensure or taxation.
     - 2.1.2. Notify non-compliant businesses of their options to comply or dispute their non-compliant status. Notification and support to businesses will be facilitated through the website, mail, email, phone and fax in a series of City approved communication.
     - 2.1.3. Review information and forms submitted by the business for completion and accuracy, inclusive of any additional required documentation (i.e. home occupation permit). All submissions are filed and stored electronically and made available to Client upon request.
     - 2.1.4. Provide businesses with detailed invoicing and options to pay via website, mail, and phone.
     - 2.1.5. Remit revenue to Client no less than monthly, along with all business applications and any additional documentation.
   - 2.2. **Collection Services**
     - 2.2.1. Identify businesses subject to Client licensure or taxation which have known debt to Client and have failed to pay within an appropriate time frame.
     - 2.2.2. Notify businesses of their options to comply or dispute their non-compliant status with City approved communications.
     - 2.2.3. Provide businesses with detailed invoicing and options to pay via website, mail and phone.
     - 2.2.4. Remit revenue to Client no less than monthly.
   - 2.3. **Audit Services**
     - 2.3.1. Identify potential under-reporting and/or misclassified businesses.
     - 2.3.2. Audit businesses mutually agreed to by Client and Consultant that are identified as potential under-reporting businesses.

2.3.3. Submit audit summaries to Client and discuss further actions.
2.3.4. Educate businesses on proper reporting practices.
2.3.5. Invoice and collect identified delinquencies.

3. **Online Payment Processing** – Consultant's services include PCI compliant payment processing services powered by FIS Global, which supports both credit card and eCheck transactions.
   3.1. Client Responsibilities
      3.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by FIS Global, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by FIS Global. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.
      3.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

FEES

4. **Operations Management Services**
   4.1. Fees for performing operations management Services shall be $16.73 for each processed account, which is any account for which an application or renewal/return was processed, or active account which was sent a renewal notice.
   4.2. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.
   4.3. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.
   4.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.
5. **Compliance Services**
   5.1. Fees for performing compliance Services apply to all monies received for the current tax/license period and any other prior period collected (including monies received for taxes, penalties, interest, and fees).
      5.1.1. Fees for performing discovery Services shall be a contingency Fee of 35% of the revenues received as a result of the Services.
      5.1.2. In the event that Client discovers a non-compliant business and reports the business to Consultant (including a calculation of all taxes/fees due), Consultant will categorize the business as a collection service effort and thus apply the lower collection Services contingency Fee rate.
      5.1.3. Fees for performing collection Services shall be a contingency Fee of 25% of the revenues received as a result of the Services.
      5.1.4. Fees for performing audit Services shall be a contingency Fee of 35% of the revenues received as a result of the Services.

5.2. Consultant recognizes Client's authority to waive or reduce the tax/fee debt of a business. Should Client decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e. statute of limitation or other legal defense) shall not be considered a Client voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.

5.3. The fee shall be paid notwithstanding any related Client assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection with the relevant Services.

5.4. Fees related to travel and lodging expenses are billed at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.

5.5. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

6. Payment Processing – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.

6.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.

6.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of $2.00

6.1.2. ACH/eCheck processing - $1.25 per transaction

6.2. Client funded

6.2.1. Credit and debit card processing – 2.9% of transaction amount

6.2.2. ACH/eCheck processing - $0.50 per transaction

6.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of $25.00, to be applied to the taxpayers account.

6.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

IN WITNESS WHEREOF, the parties hereto have entered into this Schedule D to the MSA through their duly authorized representatives as of this **4th day of June, 2024**.

CONSULTANT:	**CLIENT:**
Hinderliter De Llamas & Assoc.	City of Redlands, CA
By: _____	By: _____
Its: _____	Its: Eddie Tejeda, Mayor
By: _____	Attest: _____
Its: _____	Its: Jeanne Donaldson, City Clerk_

City Council Meeting **G. 15.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8586 that will adopt the Senate Bill No. 1 Road Repair and Accountability Act (SB1) Project List and approve funding for the City's Pavement Management Program, 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 to adopt Resolution No. 8586.

RECOMMENDATION:

Staff recommends City Council determine that approval of Resolution No. 8586 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, and approve Resolution No. 8586.

DISCUSSION:

In April 2017, the California Legislature passed Senate Bill No. 1 Road Repair and Accountability Act (SB1). In order to address basic road maintenance, rehabilitation, and critical safety needs on both the California State highway system and local streets and road systems, SB1 dedicated approximately $1.5 billion each year statewide through the following:

- Increased per gallon fuel taxes;
- Increased per gallon diesel fuel excise taxes;
- Increased vehicle registration fees; and

- Provided for inflationary adjustments to tax rates in future years.

In order to be eligible to expend SB1 funding, each year cities must submit to the California Transportation Commission (CTC) a proposed project list adopted by Resolution. Once reviewed and adopted by the CTC, the list of cities eligible to receive funding is sent to the State Controller to begin the apportionment process. The proposed project list may be adjusted as funding is received, and constructed projects must have a minimum of twenty (20) years estimated service life. For fiscal year 2024/25, staff proposes to adopt the attached project list and to utilize the estimated $1,864,736 SB1 funding allocation to supplement the Pavement Management Program (PMP) 2024 Street Resurfacing Project.

Adoption of Resolution No. 8586 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, since this action will not have a significant impact on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation, although this will delay reimbursement of SB1 program funding to the City.

STRATEGIC PLAN:

Priority D - Strategic Objective 3. Infrastructure: Engineer and construct transportation facilities to accommodate all potential users – motorists, cyclists and pedestrians.

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, City Engineer

PREPARED BY:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Revenue Generating:	Yes
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	211910

Discussion:

There is no fiscal impact associated with this action. The Fiscal Year 24/25 budget includes both the revenues and expenditures related to SB1 funding.

Attachments

A. Resolution No. 8586

B. Exhibit "A" to Resolution 8586

RESOLUTION NO. 8586

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING A ROAD REPAIR AND ACCOUNTABILITY ACT PROJECT LIST FOR THE 2024/25 FISCAL YEAR

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB1 includes accountability and transparency provisions that will ensue the residents of City of Redlands (City) are aware of the projects proposed for funding in our community, and which projects have been completed each fiscal year; and

WHEREAS, the City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated $1,864,736 in RMRA funding in Fiscal Year 2024/25 from SB1; and

WHEREAS, this is the eighth year in which the City is receiving SB1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and nobility options for the traveling public that would not have otherwise been possible without SB1; and

WHEREAS, the City used the Pavement Management Program (PMP) to determine the SB 1 project list and ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB1 will supplement other funding to rehabilitate approximately thirty-six (36) lane miles throughout the City in the PMP 2024 Street Resurfacing Project; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will assist the City in continuing to fund the City's PMP program;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands, as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The following proposed project list is attached hereto as Exhibit "A" may utilize

fiscal year 2024/25 Road Maintenance and Rehabilitation Account revenues in their delivery. With the listing of these projects in the adopted fiscal year resolution, the City is affirming to the public and the State its intent to fund these projects with Road Maintenance and Rehabilitation Account Revenues:

> PMP 2024 Street Resurfacing Project will maintain and rehabilitate approximately thirty-six (36) lane miles of various streets in the City of Redlands. The maintenance efforts include slurry sealing, crack sealing, and grinding with asphalt concrete overlay. The rehabilitation efforts includes removing and replacing existing asphalt, grinding and overlay with hot mix asphalt, and full depth reclamation. It also includes restriping, replacing traffic loops, manhole rim adjustment, etc. The project is anticipated to begin construction in fall 2024, with an estimated construction timeline of 6 months, and an estimated project life of at least 20 years where rehabilitation methods are implemented.

Section 3. Adoption of this Resolution has no environmental impact and therefore such action is exempt from review under the California Environmental Quality Act ("CEQA") in accordance with State CEQA guidelines section 15061 (b)(3).

ADOPTED, SIGNED AND APPROVED this 18th day of June 2024

_____
Eddie Tejeda, Mayor

ATTEST :

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof, held on the 18th day of June 2024, by the following vote.:

A YES :
NOES:
ABSTAIN :
ABSENT :

_____

Jeanne Donaldson, City Clerk

EXHIBIT “A”

PMP 2024 STREET RESURFACING PROJECT

[ATTACHED]

PMP 2024 STREET RESURFACING PROJECT

STREET SEGMENTS

No.	*Street Name*	*From Street*	*To Street*
1	AMETHYST ST	DEAD END	END
2	ASHFORTH DR	SUTHERLAND DR	END
3	AVENUE N	HIGHVIEW DR	FLORIDA ST
4	BLUE BIRD LN	BLUE JAY LN	RIVERVIEW DR
5	BLUE JAY LN	BLUE BIRD LN	RIVERVIEW DR
6	BRYN MAWR AVE	END	LUGONIA AVE
7	CALIFORNIA ST	LUGONIA AVE	END
8	CANTANIA AVE	TIVOLI DR	VERONA DR
9	CASTLEGATE LN	CRYSTAL SPRINGS LN	PIONEER AVE
10	COLORADO ST	DEODAR ST	RIVERVIEW DR
11	CRYSTAL COVE CT	CRYSTAL SPRINGS LN	END
12	CRYSTAL SPRINGS LN	TEXAS ST	CASTLEGATE LN
13	DEODAR ST	COLORADO ST	FURLOW DR
14	DOMESTIC AVE	END	FURLOW DR
15	FOUNTAIN AVE	KNOLL RD	FOUNTAIN AVE
16	FOUNTAIN AVE	END	FOUNTAIN AVE
17	FOUNTAIN AVE	END	FOUNTAIN AVE
18	FURLOW DR	PIONEER AVE	DOMESTIC AVE
19	GARNET ST	CONE CAMP RD	NORTHERN CITY LIMIT
20	GREENSPOT RD	NORTHERN CITY LIMIT	SOUTHERN CITY LIMIT
21	HOWARD PL	IOWA ST	END
22	IOWA ST	PARK	CITRUS ST
23	LIVE OAK CANYON RD	WESTERN CITY LIMIT	EAST CITY LIMIT
24	LUGONIA AVE	RESEARCH DR	ALABAMA ST
25	MARIGOLD AVE	SAN BERNARDINO AVE	PALMETTO AVE
26	MILL ST	DEAD END	NEVADA ST
27	PALMETTO AVE	NEVADA ST	MARIGOLD AVE
28	PALOMARES RD	SAN TIMOTEO CANYON RD	END
29	RIVERVIEW DR	BLUE BIRD LN	END
30	ROOSEVELT RD	ROOSEVELT RD	END
31	SAN BERNARDINO AVE	RESEARCH DR	ALABAMA ST
32	SILVERLEAF CT	ASHFORTH DR	END
33	SONATA DR	TIVOLI DR	VERONA DR
34	SOUTH LN	SUTHERLAND DR	FREYA DR
35	SUTHERLAND DR	ASHFORTH DR	SOUTH LN
36	TENNESSEE ST	SAN BERNARDINO AVE	PIONEER AVE
37	TEXAS ST	SANBERNARDINO AVE	PIONEER AVE
38	TIVOLI DR	CANTANIA AVE	PIONEER AVE
39	VALLEY VIEW DR	COUNTRY CLUB DR	SUNSET DR
40	VERONA DR	SAN BERNARDINO AVE	SONATA DR
41	WABASH AVE	LUGONIA AVE	CAPRI AVE
42	WABASH AVE	CITRUS AVE	COLTON AVE

City Council Meeting **G. 16.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Non-Professional Services Agreement with Redlands Ironworks, Inc. for the High Cube Storage Containers and Associated Groundwork Project, for an amount not to exceed $69,600 and determine that this project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

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

2. I move that City Council approve a Non-Professional Services Agreement with Redlands Ironworks, Inc.

RECOMMENDATION:

Staff recommends that City Council determine that approval of a Non-Professional Services Agreement with Redlands Ironworks, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approval of a Non-Professional Services Agreement with Redlands Ironworks, Inc. for an amount not to exceed $69,600 for the High Cube Storage Containers and Associated Groundwork Project.

DISCUSSION:

The City's Wastewater Treatment Plant (WWTP) receives and treats approximately six million gallons per day (6 MGD) of wastewater from residential, commercial, and industrial generators throughout Redlands and portions of unincorporated San Bernardino County. The WWTP uses numerous redundant treatment systems to safeguard public health around the clock, and maintains an inventory of replacement equipment (i.e., pumps, motors, analyzers, etc.) to quickly replace treatment process equipment when it malfunctions. It is necessary to protect this inventory from potentially damaging effects of inclement weather.

On April 09, 2024, the City's Municipal Utilities and Engineering Department (MUED) issued a Request for Bids (RFB) to qualified Contractors to provide high cube storage containers and associated site civil work. The containers will be installed at the WWTP. Bids were received from the following three (3) Contractors prior to the April 24, 2024, submittal deadline:

BIDDER NAMES/COMPANY	BID AMOUNT
Blok Modular Constructors, Inc.	$134,620.00
Pacific Mobile Structures, Inc.	$154,210.00
Redlands Ironworks, Inc.	$100,310.16

The bid pricing includes alternate bid items that staff does not recommend awarding. Staff reviewed each bid and determined that Redlands Ironworks, Inc. submitted the lowest responsive and responsible bid. Therefore, staff recommends City Council approve the Non-Professional Services Agreement with Redlands Ironworks, Inc. for an amount not to exceed $69,600 for the High Cube Storage Containers and Associated Groundwork Project. 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 since it can be seen with certainty that the Project will not cause any 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
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Fernando Mata, Wastewater Utility Manager

Fiscal Impact

Fiscal Year:	FY 23/24
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$69,600
Budgeted Y/N:	Yes
Account No.:	521910

Discussion:

There is no fiscal impact associated with this action. Sufficient funding remains in the FY 23/24 Wastewater Projects Fund for this expenditure.

Attachments

Bid Report
Agreement

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **24th day of April 2024 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **High Cube Storage Containers and Associated Groundwork – 20240409-JP**. 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 (N/A)	Total Bid Amount
1	Redlands Ironworks Inc., Redlands CA	Yes	N/A	$100,310.16
2	Bok Modular Constructors, Inc., Upland CA	Yes	N/A	$134,620.00
3	Pacific Mobile Structures, Menifee CA	Yes	N/A	$154,210.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Jung Park; LaWanda Butler

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of High Cube Storage Containers and Associated Groundwork Project ("Agreement") is made and entered in this 18th day of June, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Redlands Ironworks, Inc., a California corporation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform High Cube Storage Containers and Associated Groundwork Project services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

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

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state, and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates John R. Harris, Municipal Utilities and Engineering Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The Services shall commence as of the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.

4.2 Contractor shall complete the Services by August 30, 2024, unless the Services are earlier terminated as permitted 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 Total compensation for Contractor's performance of the Services shall be in the amount of Sixty-Nine Thousand Six Hundred Dollars ($69,600). City shall pay Contractor in accordance with Exhibit "C" titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit an invoice to City upon completion of the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

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

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Manuel Gonzalez, Owner Redlands Ironworks, Inc. 31164 Ashforth Dr. Redlands, CA, 92373 kid335@live.com 909-709-9353

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	Redlands Ironworks, Inc.
By: _____	By: _____
Eddie Tejeda, Mayor	Manuel Gonzalez, Owner

ATTEST:

_____

Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Location: City of Redlands Wastewater Treatment Plant

1950 Nevada St. Redlands, CA 92374

Scope 1

1. Prepare and grade the ground for flat containers measuring 54 feet by 60 feet, ensuring a uniform depth of 6 inches, using a base of #3 gravel rock.
2. Delivery and placement of 8’ x 9.5’ x 40’ three (3) high cube storage containers, light grey color, in a U shape measuring 40’ x 40’ inside dimension. (See Site Layout)
3. 8’ x 9.5’ x 40’ high cube storage containers shall have 7’ rollup doors in the center of the 40’ length side, both sides, each container.
4. Each container shall have two (2) wind driven turbine exhaust ventilators on 4’ centerline 10’ from each end with water proof roof seal.
5. Wrought Iron Fence 6’ tall x 40’ long, 2-10’ lockable swing gates in center to enclose U shape opening with powder coat finish.
6. Heat reduction coating on roof of three (3) containers.

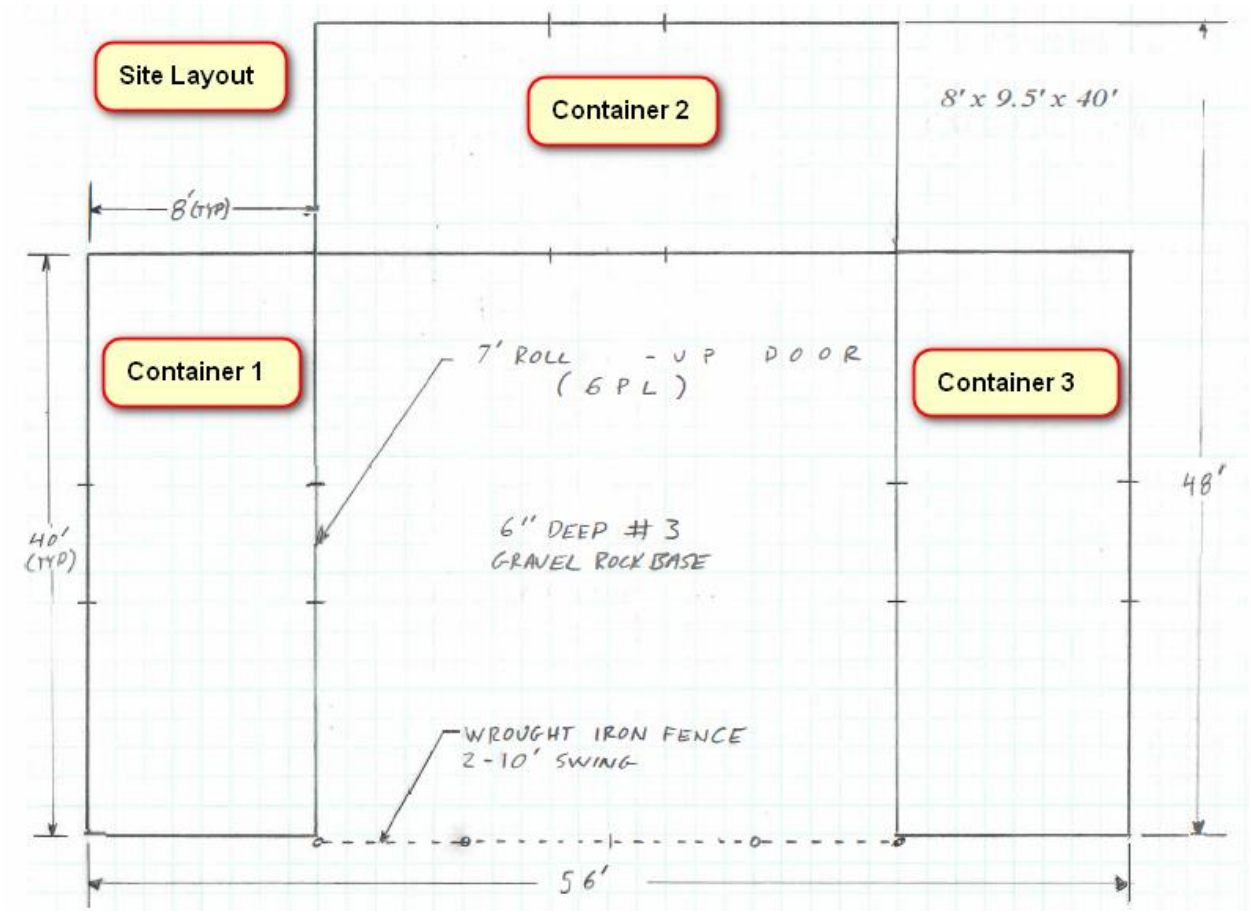


EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and Redlands Ironworks, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to High Cube Storage Containers and Associated Groundwork Project (the "Work"), which said agreement, dated June 18, 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 Sixty-Nine Thousand Six Hundred Dollars ($69,600) 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"

(PRICE AND FEE BID)

Scope	Item(s)	Quantity	Unit Price	Total Price
Scope 1	1. 8'x9.5'x40' High Cube Container(s)	3	$ 11,933.33	$35,800.0
	2. 7' Roller Up Door(s) (2 doors on each container)	6	$ 1,000.00	$6,000.0
	3. Delivery & Placement	1	$ 3,500.00	$3,500.0
	4. Wrought Iron Fence and swing gate.	1	$ 10,100.00	$10,100.0
	5. Grading and Ground Preparation.	1	$ 7,700.00	$7,700.0
	6. Heat Reduction Coating on the Roof and necessary paint job to meet scope requirements. (color grey)	3	$ 2,166.66	$6,500.0
	Total Sum Price for Scope 1			$69,600.0

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.

Redlands Ironworks, Inc.

By:_____ Date: _____

Manuel Gonzalez, Owner

City Council Meeting **G. 17.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the purchase of ten (10) Rectangular Rapid Flashing Beacon signs from NexTech Systems, Inc. for a total purchase price of $61,621.65 and approve an exception to the formal bid process (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 approve an exception to the formal bid process; and

2. I move to approve the purchase of ten (10) Rectangular Rapid Flashing Beacon signs from NexTech Systems, Inc. for a total purchase price of $61,621.65.

RECOMMENDATION:

Staff recommends City Council approve an exception to the formal bid process, and approve to purchase ten (10) Rectangular Rapid Flashing Beacon signs from NexTech Systems, Inc. for a total purchase price of $61,621.65.

DISCUSSION:

Seventy-eight (78) striped mid-block pedestrian crossings exist at various locations throughout Redlands, forty-eight (48) of which lack additional safety features such as Rectangular Rapid Flashing Beacon (RRFB) signs and in-roadway lighting. The City's supply of RRFB signs has been depleted and staff recommends purchasing ten (10) RRFB signs to be installed in the near-future at five (5) locations selected by the Traffic and Parking Commission. Staff will conduct appropriate safety and engineering studies at these locations to justify the installation of these RRFB signs prior to formalizing

recommendations for consideration by the TPC.

Staff recently issued a formal Request for Quote (RFQ) through the PlanetBids website for the purchase and delivery of ten (10) RRFB signs and associated equipment and received responses from the following vendors:

1. NexTech Systems, Inc.
2. Traffic & Parking Control

Although Traffic & Parking Control submitted the lowest quote, they failed to provide specifications for their product and staff was unable to verify their product meets the RFQ specifications. Additionally, their quote is for five (5) RRFB signs. The NexTech Systems, Inc. response meets the RFQ requirements and their RRFB sign product is currently used at many mid-block pedestrian crossings throughout Redlands. Therefore, staff recommends City Council approval to purchase ten (10) RRFB signs from NexTech Systems, Inc. for a total purchase price of $61,621.65.

Furthermore, due to unused funds in the Traffic and Parking Commission budget for the fiscal year 23/24, and the inadequate time to complete and follow the formal bid process before the end of the fiscal year, staff requests an exception to the formal bid process. Approving this exception will ensure timely use of the budgeted funds and address immediate traffic safety needs.

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:
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year:	FY 23/24
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	101400

Discussion:

There is no fiscal impact associated with this procurement. Sufficient funding is included in the FY 23/24 MUED budget.

Attachments

NexTech Systems Quote
Traffic & Parking Quote
Location Map

Quote

#2024-628

5/13/2024

NexTech Systems, Inc.

Traffic & Safety Solutions

13885 Alton Parkway, Suite A, Irvine, CA 92618 (T) 949-916-2664

Customer
City of Redlands- MUED-Street Electrical Div
Mike Foster
1270 W. Park Ave.
Building B
Redlands, CA 92373
(909) 329-1114

Project	Project Location
RRFB Pricing- Planet Bids Direct- 10 systems (5 locations)	City of Redlands

Qty	Item	Description
10	84662	Solar Engine R920-F Natural
10	86328	Top of pole mount 3.5-4.5in rnd w HW natural
20	37912	Battery 12 Volt 18Ah Sealed Lead Acid PS-12180 NB2
20	87668	Light Bar Assembly Black
20	78227	Harness EMS to Light Bar R920 TPE 16ft
10	89070	POLARA INX TALKING PUSHBUTTON 9X12 YELLOW
10	89119	Harness kit 16FT Guardian/INX talking button E/F-Series (89100)
20	91345	Static sign S1-1 School 36 in. FYG DG3 STD
10	91314	Static sign W16-7pR right downward arrow plaque 24x12 in. FYG DG3 STD
10	91315	Static sign W16-7pL left downward arrow plaque 24x12 in. FYG DG3 STD
10	R62-E (R,L,D)	Sign 9x12 w/ Braille- dual arrow head

Direct Planet Bids submission- poles and installation not included.

Subtotal	$55,836.00
Est. Shipping Cost	$900.00
Tax Total (8.75%)	$4,885.65
Total	$61,621.65

General Terms & Conditions

1. Unless otherwise stated, quotes are valid for a period of 30 days.
2. Shipping costs may be estimated at the time of quoting and actual charges will be prepaid and added to the invoice. Deliveries requiring special handling (lift-gate, forklift etc.) will incur an additional charge. Where no shipping charge is included in the quote, actual charges will be prepaid and added to the invoice.
3. Standard terms of payment are payment in advance or, upon credit approval, net 30 days from the date of invoice. Credit card payments are accepted for an additional charge of 3%.
4. Technical support, not installation, if not already stated as included in the quote is available for $800 per location and must be pre-scheduled at least 2-3 weeks in advance of installation/cut-on date.
5. Minimum order is $500.
6. All orders are non-cancellable, non-returnable unless otherwise stated.

Bid Results

Bidder Details

Vendor Name	Traffic & Parking Control
Address	5100 W Brown Deer Rd Brown Deer, Wisconsin 53223 United States
Respondee	Tori Bennett
Respondee Title	Account Manager
Phone	262-649-4457
Email	tori.bennett@tapconet.com
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	05/14/2024 7:23 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	378174

Respondee Comment

Buyer Comment

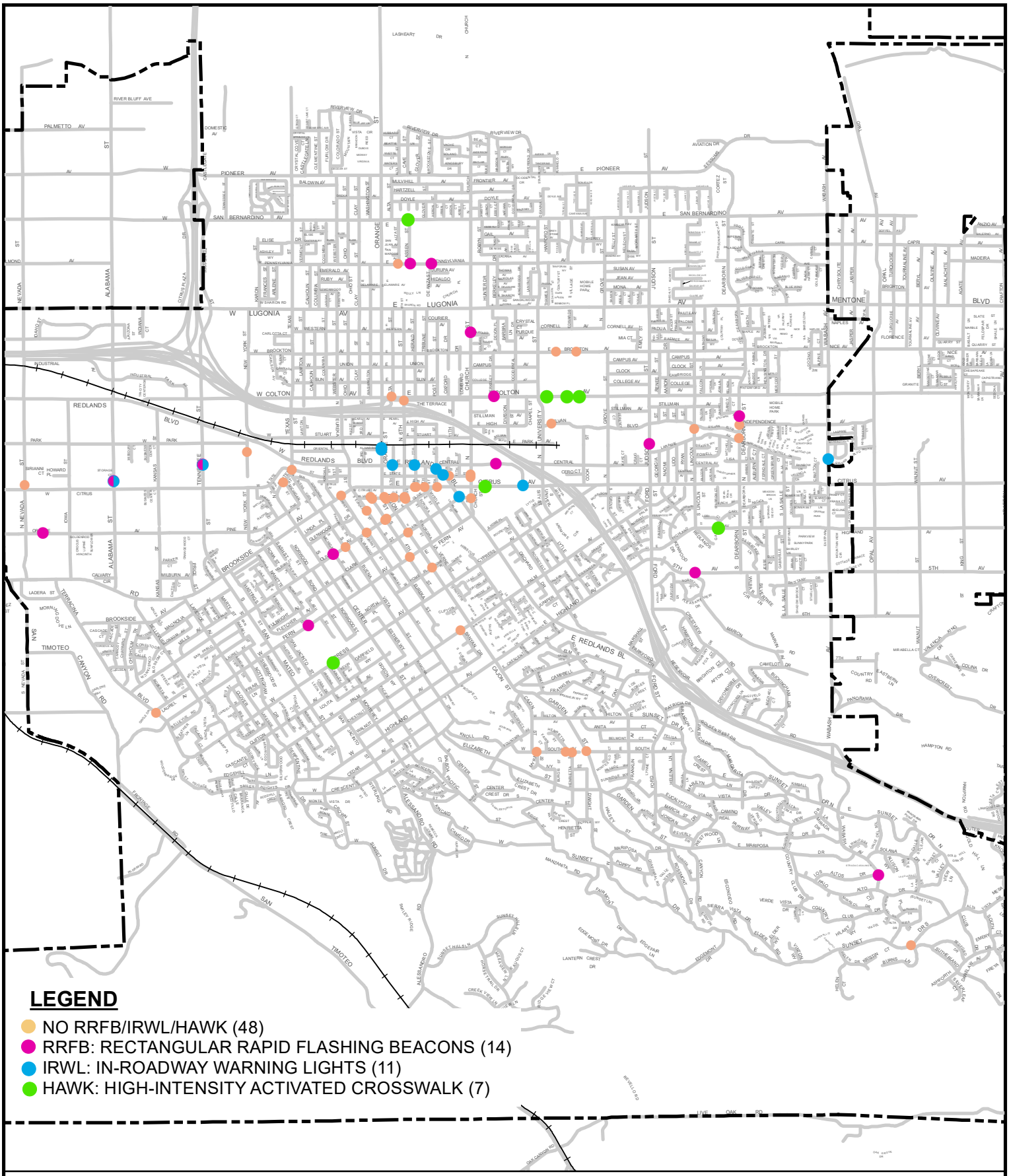
Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$37,625.00		
1			Solar RRFB Systems with APS	EA	5	$7,525.00	$37,625.00	Yes	tax included

Line Item Subtotals

Section Title	Line Total
Section 1	**$37,625.00**
Grand Total	**$37,625.00**



MIDBLOCK CROSSWALKS
LOCATION MAP

City of REDLANDS "A City That Works"

City Council Meeting **G. 18.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8600 to designate the amount of project expenditures to be reimbursed by the Clean Water State Revolving Fund process to fund construction of the City of Redlands Wastewater Treatment Plant Upgrades Project, and determine approval of the Resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council determine approval of Resolution No. 8600 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to adopt Resolution No. 8600.

RECOMMENDATION:

Staff recommends City Council adopt Resolution No. 8600 to designate the amount of project expenditures to be reimbursed by the Clean Water State Revolving Fund process to fund construction of the City of Redlands Wastewater Treatment Plant Upgrades Project; and determine approval of the Resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The State Water Resources Control Board (SWRCB) Division of Financial Assistance administers the Clean Water State Revolving Fund (CWSRF) Program. The CWSRF helps communities prevent pollution of water resources by providing below-market rate financing for the construction of wastewater treatment and water recycling facilities, for implementation of non-point source and storm drainage pollution control solutions, and for the development and implementation of estuary plans to protect and promote the health, safety, and welfare of all Californians.

In December 2021, the Municipal Utilities and Engineering Department (MUED) applied for a CWSRF loan to upgrade the City's Wastewater Treatment Plant (WWTP). In September 2023, the State Water Board placed the project on the Fundable List. The WWTP Upgrades Project (Project) will upgrade and modernize the wastewater treatment process components, improve or repair various on-site facilities necessary to treat existing and projected inflow, and allow the City to forgo additional improvements for approximately thirty (30) years. The Project will also upgrade the existing WWTP with a state-of-the-art 9.5-million gallon per day membrane bioreactor (MBR) filtration complex (MBR system) and includes the necessary improvements for reliability and redundancy.

The CWSRF application includes four (4) packages (General Information, Technical, Environmental, and Financial Security). The SWRCB is currently reviewing the application and requires the City Council to adopt a Reimbursement Resolution that will be included with the Financial Security package. This Reimbursement Resolution designates a maximum of $45 million in expenditures for construction of the Project. It is anticipated that the CWSRF application review and approval process will be complete within eight (8) months, after which staff will recommend City Council approval of a financing agreement with specific loan terms and conditions.

Approval of Resolution No. 8600 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act since there is no possibility that this action will result in any environmental effect.

ALTERNATIVES:

City Council may deny the staff recommendation, although doing so will prevent the City from securing the State Revolving Fund loan necessary to complete this project.

STRATEGIC PLAN:

Priority B - Public Health and Safety. Complete Wastewater Treatment Plant Phase 2 Project Construction

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

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

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Discussion:

There is no fiscal impact associated with the approval of the Resolution No. 8600.

Attachments

Resolution No. 8600

State Board Resolution Template (Reference only)

RESOLUTION NO. 8600

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS STATING ITS INTENTION AND REASONABLE EXPECTATION TO REIMBURSE EXPENDITURES PAID PRIOR TO THE ISSUANCE OF THE OBLIGATIONS OR THE APPROVAL BY THE STATE WATER BOARD OF THE PROJECT FUNDS

WHEREAS, the City of Redlands (the "City") desires to finance constructing and/or reconstructing of certain public facilities and improvements relating to its wastewater system, including wastewater treatment facilities, pipelines and other infrastructure (the "Project"); and

WHEREAS, the City intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board (State Water Board); and

WHEREAS, the State Water Board may fund the Project Funds with proceeds from the sale of obligations, the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"), and

WHEREAS, prior to either the issuance of the Obligations or the approval by the State Water Board of the Project Funds the City desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available moneys of the City; and

WHEREAS, the City has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the City for the Expenditures from the proceeds of the Obligations.

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

Section 1. The City hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds.

Section 2. The reasonably expected maximum principal amount of the Project Funds is $45,000,000.

Section 3. This resolution is being adopted no later than 60 days after the date on which the City will expend moneys for the construction portion of the Project costs to be reimbursed with Project Funds.

Section 4. Each City expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

Section 5. To the best of its knowledge, the City is not aware of the previous adoption of official intents by the City that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

Section 6. This resolution is adopted as official intent of the City in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

Section 7. All the recitals in this Resolution are true and correct and this City so finds, determines and represents.

ADOPTED, SIGNED AND APPROVED this 18th day of June, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 18th day of June 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

REIMBURSEMENT RESOLUTION

WHEREAS, the _____ (the "Agency") desires to finance the costs of
(Agency Name)
constructing and/or reconstructing certain public facilities and improvements relating to its water system, including certain treatment facilities, pipelines and other infrastructure (the "Project"); and
WHEREAS, the Agency intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board (State Water Board); and
WHEREAS, the State Water Board may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"), and
WHEREAS, prior to either the issuance of the Obligations or the approval by the State Water Board of the Project Funds the Agency desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available moneys of the Agency; and
WHEREAS, the Agency has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Agency for the Expenditures from the proceeds of the Obligations.

NOW, THEREFORE, THE AGENCY DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:
SECTION 1. The Agency hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds.
SECTION 2. The reasonably expected maximum principal amount of the Project Funds is $_____.
{Remove this Note when completing the Resolution: Please include the maximum reasonable project amount. Your SRF financing agreement will not exceed this amount under any circumstances.}
SECTION 3. This resolution is being adopted no later than 60 days after the date on which the Agency will expend moneys for the construction portion of the Project costs to be reimbursed with Project Funds.
SECTION 4. Each Agency expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.
SECTION 5. To the best of our knowledge, this Agency is not aware of the previous adoption of official intents by the Agency that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.
SECTION 6. This resolution is adopted as official intent of the Agency in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.
SECTION 7. All the recitals in this Resolution are true and correct and this Agency so finds, determines and represents.

AYES: _____
NOES: _____
ABSENT: _____

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the _____ held on _____.
(Governing Board of the Agency) *(Date)*

_____

(Name, Signature, and Seal of the Clerk or Authorized Record Keeper of the Governing Board of the Agency)

City Council Meeting **G. 19.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a modification of the purchase order with JCI Jones Chemical to increase by $15,000 for a not to exceed amount of $90,000 (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 approve a modification of the purchase order with JCI Jones Chemical.

RECOMMENDATION:

Staff recommends City Council approval of a $15,000 JCI Jones Chemical Purchase Order modification to increase the original Purchase Order from $75,000 to $90,000.

DISCUSSION:

The Henry Tate Water Treatment Plant (Tate WTP) is a conventional surface water treatment plant that utilizes chlorine gas for disinfection. The use of surface water treatment chemicals varies greatly based on raw water quality, flowrate, and regulatory disinfection requirements. During the past eleven (11) months, the Tate WTP disinfection process required more chlorine gas than anticipated due to poor influent water quality caused by recent wildfires in the Mill Creek Watershed. On June 20, 2023, Council approved a $75,000 annual Purchase Order with JCI Jones Chemical to purchase chlorine gas throughout FY 23/24. Staff recommends City Council approve a modification to the purchase order with JCI Jones Chemical by $15,000 to increase the original Purchase Order from $75,000 to $90,000, which will provide enough chlorine gas to continue the Tate WTP disinfection operation through the remainder of

FY 23/24.

ALTERNATIVES:

City Council may deny the staff recommendation. However, this would significantly impact drinking water treatment operations.

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 23/24
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$15,000
Budgeted Y/N:	Y
Account No.:	501900

Discussion:

Funding for this Purchase Order modification is available in the FY 23/24 MUED Budget.

Attachments

JCI Jones Annual PO FY 23/24

JCI Jones PO Packet

PURCHASE ORDER

Fiscal Year 2024

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Purchase Order Number	**22400194**
Purchase Order Date	**06/29/2023**
Department	**MUNICIPAL UTIL & ENGINEERING**
Required By	**07/01/2023**

Bill To FINBIL

CITY OF REDLANDS
PO BOX 3005
REDLANDS, CA 92373
EMAIL: accountspayable@cityofredlands.org
Emailing invoice and referencing PO No. is required and will expedite payment
.

Ship To WTRPRO

MUED-Water Production Div
955 Parkford Dr
Redlands, CA 92374

Vendor 2288

JCI JONES CHEMICALS INC
1401 DEL AMO BLVD
TORRANCE, CA 90501

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
310-523-1629		2288	12400243	Ashley Rosario	AS NEEDED

NOTES

WATER- CHEMICAL CI2 GAS

PURCHASE ORDER TERM:
JULY 1, 2023- JUNE 30, 2024.
.
PURCHASE ORDER AS PER CITY COUNCIL APPROVAL DATED JUNE 20, 2023.
.
NOT TO EXCEED DOLLAR AMOUNT PER YEAR. THIS PO WILL BE CLOSED WHEN THE TOTAL AMOUNT IS EXHAUSTED.
.
PURCHASE ORDER WILL BE VALID ONLY WITH A CURRENT APPROVED MINIMUM LIABILITY COVERAGE ON FILE WITH RISK MANAGEMENT.
.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PROVIDE C12 GAS AT THE RATE OF $1.38, ON AS NEEDED BASIS, FOR THE CITY OF REDLANDS MUNICIPAL UTILITIES ENGINEERING DEPARTMENT, WATER DIVISION. Ship Email:PMARISCAL@CITYOFREDLANDS.ORG	1.0000	EA	$75,000.0000	$75,000.00

PURCHASING DIVISION - 1270 W. PARK AVE. REDLANDS, CA 92373 - Email: Purchasing@cityofredlands.org

Deana Abramovich-Daniel
PROCUREMENT MANAGER

Total Ext. Price	$75,000.00
Purchase Order Total	**$75,000.00**

PLEASE SEE ATTACHED PURCHASE ORDER TERMS AND CONDITIONS

CITY OF REDLANDS
PURCHASE ORDER TERMS AND CONDITIONS
unless otherwise specified in an executed agreement, the following shall apply

1. INVOICES: Each purchase order is to be invoiced separately and all invoices shall be submitted to the billing address as shown on the front of the Purchase Order. All invoices, shipping documents, correspondence, and-related papers must have the purchase order number and consignee shown clearly in their face.
2. PACKAGING AND DRAYAGE: Unless so specified on the Purchase Order and evidenced by a copy of the freight bill attached to the invoice, there shall be no charge to the City for either packaging and/or drayage
3. INSPECTION: All materials and workmanship provided under the terms of the Purchase Order are subject to inspection and test by the City to ensure compliance with the requirements and specifications contained therein. In the event that the goods or services delivered are defective, or are not in conformity with the Purchase Order, the City shall have the right to either reject said goods or services, or require that they be corrected or otherwise brought into conformity with the terms set forth in the Purchase Order.
4. RESPONSIBILITIES: Unless otherwise specified in the Purchase Order, the supplier/contractor shall be responsible for all items covered in said Purchase Order until delivered at the designated delivery point and thereafter accepted by the City. Supplier/contractor shall bear all risks as the goods and services provided until they are finally accepted by the City. Upon the City's notice to supplier/contractor of its rejection of the goods or services provided or the need for the correction thereof. All such defective goods or services shall be removed from City premises, and any and all expenses incurred in the removal and/or correction of such defective goods or services shall be borne entirely by the supplier/contractor.
5. ACCEPTANCE: The City's final acceptance of the goods or services provided under the Purchase Order shall be conclusive except in those instances where a latent defect or fraud is subsequently discovered, or when a supplier/contractor has committed such gross mistakes that they are tantamount to a fraud. The City's failure to inspect and either accept or reject the goods or services delivered shall not relieve the supplier/contractor for the responsibility for strict compliance with the terms and specifications of the Purchase Order.
6. CHANGES: This Purchase Order may, at any time, be changed with regard to the materials or services to be furnished, the quantity ordered, the unit price, discount, delivery point or arrangements, terms or any other matters affecting a valid order. However, in order to be effective, any such change or amendment causes an increase or decrease in the cost of performance hereunder, an equitable adjustment shall be made to reflect the increase or the decrease in the cost thereof. Any such adjustment shall be subject to the written approval of the Purchasing Agent. No variation in the quality, quantity, or coat of any item called for by this Purchase Order Shall be acceptable by the City except in pursuance of a written Change Order approved by the Purchasing Agent.
7. TERMINATION: This Purchase Order may be terminated, in whole or in part, at any time, by written notice to the supplier/contractor. Such termination shall be effective with respect to the quantity, manner, and time specified in such notice. The City shall be liable at the stipulated price only for such materials and/or services as have been delivered and/or rendered and accepted as of the effective date of said written notice. The City shall not be liable for any excess cost arising out of such termination, and failure of the supplier/contractor to cease delivery and/or work upon receipt of such termination notice shall not occasion a claim for extra costs.
8. TIME IS OF THE ESSENCE: In the event that the supplier/contractor fails to perform this Purchase Order within the time specified, the Purchasing Agent may, by written notice, order the supplier/contractor to cease further deliveries and may hold the supplier/contractor liable for any damages caused to the City by reason of such delay. If no time is specified, it is expected that the supplier/contractor shall begin performance within a reasonable time after placement of the order. The City may extend periods of performance if the facts as to the cause of the delay, in sole opinion of the Purchasing Agent, justify such an extension.
9. LIABILTIY: The supplier/contractor shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, and agents from all claims, losses, damages, costs, expenses and suits, in law or in equity, because of personal injury, property damage, or alleged or actual patent infringements, based on the performance of this Purchase Order or asserted against it. Further, supplier/contractor warrants that the City shall not be responsible for any damages that may be claimed by reason or death injury of the person of the supplier/contractor's officer, agents, employees, invitees or licensees or for damage to any property of the supplier/contractor or any other damage that may arise or result at anytime because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed by proximately or otherwise by reason of, or in course of, carrying out this Purchase Order.
10. DISPUTES: All disputes concerning questions of fact which may arise under this Purchase Order under this Purchase Order, and not disposed of by mutual agreement and/or consent, shall be decided by the sole discretion of the Purchasing Agent. All disputes concerning questions of law, which may arise under this Purchase Order, shall be decided under applicable laws of the State of California.
11. PAYMENTS: Payments shall be made upon submission of an itemized invoice, presented in duplicate of the prices stipulated in the Purchase Order and within 30 days of becoming due for supplies delivered and accepted or services rendered and accepted, less deductions if any. When requested by the supplier/contractor, payment on partial deliveries may be made whenever, in the sole discretion of the Purchasing Agent, the surrounding circumstances warrant such partial payment. In the event and, if for any reason, an overpayment is made; the City requires prompt refund of said overpayment by way of supplier/contactor's properly referenced check.
12. **LICENSOR:** All supplier/contractors who perform work within the City, must have on file at the Redlands City Revenue Office, a current and valid city business license.
13. CONFORMITY WITH SAFETY ORDERS: The goods and/or services covered by this Purchase Order or contract must conform to the safety order of OSHA, CAL-OSHA, and/or NIOSHA and any and all applicable material safety data sheets (MSDS).
14. **PREVAILING WAGES:** When applicable, the City is subject to the State of California prevailing wage laws as set forth in California Labor Code Section 1770 et seq. The contractor is responsible for determining the appropriate Department of Industrial Relations (DIR) classification for the various employees and subcontractors used for a particular project or service. The rates for each classification are posted on the DIR website at http://www.dir.ca.gov/DIRdatabases.html. All contractors performing work for the City are responsible for abiding by all applicable prevailing wage laws, and must furnish the City with Certified Payroll Records upon request.

City Council Meeting **AGENDA ITEM NO. K. 6.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Fiscal Year 23/24 Municipal Utilities and Engineering Department Annual Purchase Orders and Agreements for a total encumbered amount not-to-exceed $5,305,000 (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 the Fiscal Year 23/24 Municipal Utilities and Engineering Department Annual Purchase Orders is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the Fiscal Year 23/24 Municipal Utilities and Engineering Department Annual Purchase Orders and Agreements as itemized in the staff report for a total encumbered amount not-to-exceed $5,305,000

RECOMMENDATION:

Staff recommends City Council determine that approval of the Fiscal Year 23/24 Municipal Utilities and Engineering Department Annual Purchase Orders and Agreements is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends approval of the Fiscal Year 23/24 Municipal Utilities and Engineering Department Annual Purchase Orders.

DISCUSSION:

Staff recommends City Council approval of Fiscal Year 23/24 Municipal Utilities and Engineering Department (MUED) Annual Purchase Orders (PO) with: ABBA, Aerzen, Airgas, Alfa Laval, Babcock Laboratories, California Water Technologies, Cintas, Consolidated Electrical Distributors, Core & Main, CS Amsco, Dukes Root Control, DXP, Evantec, Ferguson, Golden Meters, Golden Bell, Grainger, HACH, Hasa, HERC, Heat Transfer Solution, JCI, JWC Environmental, LFG Engineering, McMaster Carr, NOV, Northstar,Plumbers Depot, SNF Polydyne, Pacific Parts,Rockwell Engineering, Saveco, Solenis, Sulzer, Unison, Univar,USALCO, Veolia, Vulcan DBA Calmat, and Western Water Works.

A. Babcock Laboratories

In accordance with the regulations set forth by the California State Water Resources Control Board and the Federal Environmental Protection Agency, the City is obligated to regularly monitor the concentrations of various elements in the water and wastewater streams. To fulfill this monitoring requirement, the City engages the services of certified contracted laboratory service providers. In April 2023, our staff issued a Request for Bid (RFB) for laboratory services, and we received a single bid from Babcock Laboratories, Inc., located in Riverside, CA. After conducting a comprehensive review and analysis, our staff determined that Babcock Laboratories Inc. is the responsive bidder. Therefore, we recommend City Council approval of the Non-professional Services Agreement with Babcock for an initial term of one (1) year, with a not-to-exceed amount of $275,000. If approved, the Agreement may be extended for an additional two (2) years, with a not-to-exceed amount of $275,000, resulting in a total potential Agreement value of $825,000.

B. Cintas

The City will leverage "Omnia Partners, Public Sector" cooperative purchasing contract for garment rental services and other items covered in the agreement offering an average of 20% discount for all of its purchases.

C. Grainger

The City will leverage "Omnia Partners, Public Sector" cooperative purchasing contract for Janitorial Equipment & Supplies, Sanitation Cleaning Chemicals & Supplies, Fasteners, Material Handling, Plumbing, Power Sources, Outdoor Garden, Lamps & Lighting and Ballasts, Heating Ventilation Air Conditioning (HVAC), Hand Tools, Power Tools (excluding automotive related tools and products), Electrical, paint, Security, and Safety (does not include any Public Safety Equipment) products under the Oregon NASPO Valuepoint Master Agreement offering a range of 11% to 23% discount for all of its purchases.

D. Herc

The City will leverage "Omnia Partners, Public Sector" cooperative purchasing contract for Equipment Rentals and Related Products and Services offering an average savings of 10% discount for all of its purchases.

These annual purchase orders are included in the Fiscal Year 23/24 MUED budget and will be encumbered for a not-to-exceed total annual amount of $5,305,000 as described in the chart below.

Vendor	Not to Exceed Amount	Water (W)	Wastewater (WW)	Agreement/Bid, Extension, Sole Source
Babcock Laboratories	$275,000.00	$190,000.00	$85,000.00	Bid
California Water Technologies (Ferric Chloride)	$170,000.00	$0.00	$170,000.00	Bid
Golden Meters (Meter Accuracy Testing)	$40,000.00	$40,000.00	$0.00	Bid
Consolidated Electrical Distributors (Electrical Components)	$55,000.00	$45,000.00	$10,000.00	Bid
Core & Main (McCrometer Meters & Supplies)	$85,000.00	$50,000.00	$35,000.00	Bid

Hasa (Sodium Hypochlorite Mini Bulk 12.5%)	$125,000.00	$125,000.00	$0.00	Bid
JCI (C12 Gas)	$75,000.00	$75,000.00	$0.00	Bid
JCI (Sodium Hypochlorite 12.5% W/WW)	$550,000.00	$130,000.00	$420,000.00	Bid
McMaster Carr (W/WW Facility Parts & Supplies)	$75,000.00	$45,000.00	$30,00.00	Bid
Northstar Chemical (Citric Acid)	$102,000.00	$0.00	$102,000.00	Bid
Polydyne (WW Cationic Emulsion Polymer)	$275,000.00	$0.00	$275,000.00	Bid
Pacific Parts (Industrial Automation)	$85,000.00	$45,000.00	$40,000.00	Bid
Solenis (Water 3 Polymer Chemicals)	$65,000.00	$65,000.00	$0.00	Bid
Univar (NaOH) Sodium Hydroxide 50%	$20,000.00	$20,000.00	$0.00	Bid
USALCO (ACH 50%)	$125,000.00	$125,000.00	$0.00	Bid
Vulcan (Cold Mix)(Sand & Base)	$145,000.00	$145,000.00	$0.00	Bid
Western Water Works (Cla-Val)	$125,000.00	$125,000.00	$0.00	Bid
Western Water Works (Distro Supplies)	$520,000.00	$500,000.00	$20,000.00	Bid
Evantec	$84,000.00	$42,000.00	$42,000.00	Extension
ABBA	$50,000.00	$0.00	$50,000.00	Sole Source
Aerzen	$31,000.00	$0.00	$31,000.00	Sole Source
Airgas	$43,500.00	$28,000.00	$15,500.00	Sole Source
Alfa Laval	$70,000.00	$0.00	$70,000.00	Sole Source
CS Amsco	$58,000.00	$20,000.00	$38,000.00	Sole Source
DXP	$55,000.00	$0.00	$55,000.00	Sole Source
Dukes Root Control	$53,000.00	$0.00	$53,000.00	Sole Source
Ferguson	$450,000.00	$450,000.00	$0.00	Sole Source
Golden Bell	$63,000.00	$0.00	$63,000.00	Sole Source
HACH	$122,500.00	$0.00	$122,500.00	Sole Source
Heat Transfer Solution	$43,000.00	$0.00	$43,000.00	Sole Source
JWC Environmental	$40,000.00	$0.00	$40,000.00	Sole Source
LFG Engineering	$95,000.00	$0.00	$95,000.00	Sole Source
NOV	$40,000.00	$0.00	$40,000.00	Sole Source
Plumbers Depot	$195,000.00	$50,000.00	$145,000.00	Sole Source
Rockwell Engineering	$160,000.00	$0.00	$160,000.00	Sole Source
Saveco	$33,000.00	$0.00	$33,000.00	Sole Source
Sulzer	$180,000.00	$135,000.00	$45,000.00	Sole Source
Unison (GC Media)	$196,000.00	$0.00	$196,000.00	Sole Source
Veolia	$51,000.00	$20,000.00	$31,000.00	Sole Source
Cintas	$80,500.00	$42,500.00	$38,000.00	OMNIA

Grainger	$111,500.00	$86,000.00	$25,500.00	OMNIA
HERC	$88,000.00	$48,000.00	$40,000.00	OMNIA

Throughout the year, staff purchase a variety of supplies and services from various vendors for routine maintenance and operations. In accordance with the City's purchasing policy and for greater transparency, staff recommends approval of these POs, which also include POs below the $50,000 purchase authority threshold. Staff recently issued Requests for Bids for various products and services in April 2023. The City Clerk received bids for the following commodities: laboratory services, electrical components and repairs, industrial automation and controls, meter and supplies, meter accuracy testing, washed utility sand and crushed aggregate base, facility replacement parts and supplies, water and wastewater treatment plant chemicals, and Cla-Val supplies. Staff evaluated the bids (Attachments B-N) to prepare a recommendation to purchase products and services from the lowest responsive and responsible bidders.

The City's bid documents allow vendors to indicate if an extension of terms and conditions for upcoming fiscal years would be honored and for how many years. This offer is mutually agreed upon following receipt of vendors' acknowledgment to accept the extension. For Fiscal Year 23/24, four (4) vendors indicated they are willing to extend current terms and conditions. City Council approval extends these annual POs through Fiscal Year 23/24. In accordance with the City's purchasing policy, sole or single source purchases exceeding $30,000 require City Council approval. These purchases are typically warranted because the vendor is the sole authorized dealer and purchasing from another vendor would void the manufacturer's warranty, and/or the vendor's product has been standardized for use. Fiscal Year 23/24 MUED purchases through these annual POs are not anticipated to exceed $5,305,000.

City Council approval of these annual POs is exempt from environmental review pursuant to Sections 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act as it can be seen with certainty that approval of these annual POs will have no 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:
Ashley Rosario, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 23/24
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	2,646,500
Budgeted Y/N:	Y
Account No.:	501900

Discussion:

There is no fiscal impact associated with this action. Sufficient funding for these purchases is included in the Fiscal Year 23/24 Water Service Fund (501900).

Fiscal Year: FY 23/24
Revenue Generating: N
Appropriation Required Y/N: N
Amount: 2,658,500
Budgeted Y/N: Y
Account No.: 521900
Discussion:
There is no fiscal impact associated with this action. Sufficient funding for these purchases is included in the Fiscal Year 23/24 Wastewater Service Fund (521900).

Attachments

A Summary_of_MUED_Annual_POs_2023-2024
B. BID REPORT ANALYSIS SAND & CRUSHED AGGREGATE BASE
C. Bid Report & Bid Analysis Water & Wastewater Treatment Plant Chemicals
D. Polymer Performance Testing CHEMICALS
E. Laboratory Service Bid Tabulation & Analysis - Babcock Laboratory
F. Bid Report & Analysis Cla-Val
G. Bid Report & Analysis 2023 - Water Distribution Parts & Materials
H. CED Bid Tabulation & Analysis 2023 Withdrawal Notice Pacific Parts - Electrical Components and Materials
I. Bid Report & Analysis 2023 - Industrial Automation & Controls
J. Bid Report & Analysis 2023 - McCrometer Meters and Supplies
K. Bid Report & Analysis 2023 - Meter Accuracy Testing
L. Bid Report & Analysis 2023 - Water Wastewater Facility Parts and Supplies
M. Agreement - Babcock Laboratories
N. Evantec Extension
SS1 ABBA Sole Source
SS2 Aerzen Sole Source
SS3 Airgas Sole Source
SS4 Alfa Laval Inc. Sole Source
SS5 CS Amsco Sole Source
SS6 DXP Sole Source
SS7 Dukes Root Control Sole Source
SS8 Ferguson Waterworks Sole Source
SS9 Golden Bell Sole Source
SS10 HACH Sole Source
SS11 Heat Transfer Solutions Sole Source
SS12 JWC Sole Source
SS13 LFG Engineering Sole Source
SS14 National Oilwell Varco (NOV) Sole Source
SS15 Plumbers Depot Sole Source
SS16 Rockwell Sole Source
SS17 Saveco Sole Source
SS18 Sulzer Sole Source
SS19 Unison Sole Source
SS20 Veolia Sole Source
Cintas Co-op agreement

Grainger Co-op agreement
Herc Co-op agreement

ATTACHMENT A
Summary of Annual Purchase Order Requests
(Including extensions, sole/single source, and service agreements)

Annual Purchase Orders (Pages 1 - 3)

Staff is requesting approval for annual purchase orders for the low bidders (highlighted in yellow) for the following commodities and services publicly advertised, received, and opened by the City Clerk on April 6, 2023, and April 12, 2023, for the amounts described below.

Water & Wastewater Treatment Plant Chemicals	
Vendor	Sodium Hypochlorite 12.5% mini bulk (Water)
Hasa Inc.	$5,652.00
Northstar Chemical	$7,524.00
Univar Solutions	$8,605.80
Purchase Order Request	**$125,000.00**
Vendor	Sodium Hypochlorite 12.5% (W/WW)
JCI Jones Chemicals, Inc.	$10,850.00
Olin Corporation	$10,950.00
Hasa Inc.	$13,450.00
Purchase Order Request	**$550,000.00 (WW $420,000.00 & W $130,000.00)**
Vendor	Chlorine Gas (C12 Gas) (Water)
JCI Jones Chemicals, Inc.	$5,500.00
Purchase Order Request	**$75,000.00**
Vendor	Sodium Hydroxide 50% (Water)
Univar Solutions USA Inc.	$6,220.00
Northstar Chemical	$7,340.00
Purchase Order Request	**$20,000.00**
Vendor	Praestol 186KH polymer (Water)
SNF Polydyne, Inc.	$21,930.00
Solenis LLC	$28,620.00
Nalco Water	$29,640.00
Vendor	Praestol A 3040 LTR FLOCCULANT (Water)
SNF Polydyne Inc.,	$677.60
Solenis LLC	$794.75
Univar Solutions	$937.75
Vendor	Praestol A 3010 LTR FLOCCULANT (Water)
SNF Polydyne Inc.,	$662.20
Solenis LLC	$695.75
Vendor	Cationic Emulsion Polymer (WW)
SNF Polydyne Inc.,	$187,308.00

ATTACHMENT A
Summary of Annual Purchase Order Requests
(Including extensions, sole/single source, and service agreements)

Solenis LLC	$200,244.00
Purchase Order Request	**$340,000.00 (All Polymers)**
Vendor	Aluminum Chlorohydrate (ACH) 50% Solution (Water)
USALCO LLC	$22,197.15
Purchase Order Request	**$125,000.00**
Vendor	Citric Acid 50% (WW)
Northstar Chemical	$7,128.00
Thornton, Musso, Bellemin-Water Treatment Consultant	$7,650.00
Univar Solutions	$7,800.00
Purchase Order Request	**$102,000.00**
Vendor	Ferric Chloride 39% (WW)
California Water Technology	$13,100.00
Pencco	$14,350.00
Purchase Order Request	**$170,000.00**

Vendor	Cla-Val Supplies
Western Water Works Supply Company	$261,244.00
Ferguson Waterworks	$261,854.00
Core and Main	$274,312.54
Purchase Order Request	**$125,000.00**

Vendor	Facilities Maintenance, Parts, Supplies & Related Materials
McMaster-Carr Supply Company	$59,101.26
Purchase Order Request	**$75,000.00**

Vendor	McCrometer Flow Meter Supplies
Core & Main	$226,333.30
Western Water Works	$245,489.40
D & H Water Systems	$248,285.30
Purchase Order Request	**$85,000.00**

ATTACHMENT A
Summary of Annual Purchase Order Requests
(Including extensions, sole/single source, and service agreements)

Vendor	Electrical Components & Materials
Pacific Parts	$75,840.25
Consolidated Electrical Distributors	$115,661.49
City Electric Supply	$695,587.29
Purchase Order Request	**$55,000.00**

Vendor	Industrial Automation & Controls
Pacific Parts & Controls	$139,708.15
KDC Incorporated DBA KDC Systems	$501,623.64
Purchase Order Request	**$85,000.00**

Vendor	Laboratory Service for W/WW
Babcock Laboratories	$265,566.60
Purchase Order Request	**$275,000.00 (W $190,000.00 & WW $85,000.00)**

Vendor	Meter Accuracy Test
Golden Meters	$35,900.00
Purchase Order Request	**$40,000.00**

Vendor	Water Distribution Parts & Materials
Ferguson Water Works-Non Responsive	$330,017.70
Western Water Works	$340,891.81
S & J Supply Co., Inc.	$378,384.00
Core and Main	$480,060.99
Purchase Order Request	**$520,000.00**

Vendor	Washed Utility Sand & Crushed Aggregate	Cold Mix
Vulcan Materials Co. dba Calmat Co.	$100,000.00	$45,000.00
Purchase Order Request		**$145,000.00**

ATTACHMENT A
Summary of Annual Purchase Order Requests
(Including extensions, sole/single source, and service agreements)

Extensions of Annual Purchase Orders
(Page 4)

Staff is requesting approval for the below annual purchase orders for FY 23/24 with current terms and conditions for low bidders for the following commodities and services for the not-to-exceed amounts as described below.

Vendor	
Evantec	
Purchase Order Request	**$84,000.00**

ATTACHMENT A
Summary of Annual Purchase Order Requests
(Including extensions, sole/single source, and service agreements)

Sole/Single Source Purchase Orders (Pages 5-7)

Staff is requesting approval for the annual purchase orders for the following sole/single source vendors for the not-to-exceed amounts as described below. The following have been evaluated and determined that the sole/single source is warranted.

Vendor	Purchase Order Request
ABBA	$50,000.00

Vendor	Purchase Order Request
Aerzen	$31,000.00

Vendor	Purchase Order Request
CS Amsco	$58,000.00
Vendor	Purchase Order Request
Heat Transfer Solution	$43,000.00
Vendor	Purchase Order Request
LFG Engineering	$95,000.00
Vendor	Purchase Order Request
National Oilwell Varco (NOV)	$40,000.00
Vendor	Purchase Order Request
Saveco	$33,000.00
Vendor	Purchase Order Request
Veolia	$51,000.00

Staff is requesting a purchase order be issued to AirGas USA, LLC to provide high purity compressed gases, cylinder rentals and related items. Part of City's laboratory certification requires the use of high purity gases. Use of other sources would be costly since a comparative study would be required concurrently with current testing.

Wastewater/Water High Purity Compressed Gases, Cylinder Rental, & Related Items

Vendor	Purchase Order Request
AirGas USA, LLC	$43,500.00

Vendor	Purchase Order Request
D & H Water Systems	$175,000.00

Vendor	Purchase Order Request
Dukes Root Control	$53,000.00

Staff is requesting a purchase order be issued to Ferguson Enterprises, Inc. to provide Neptune water meters and miscellaneous products for standardization.

Neptune Water Meters & Miscellaneous Products

Vendor	Purchase Order Request
Ferguson Enterprises, Inc. dba Ferguson Waterworks	$450,00.00

Vendor	Purchase Order Request
Golden Bell	$63,000.00

Staff is requesting a purchase order be issued to HACH Company to perform sole service support and replacement parts for the ammonium and nitrate analyzers at the City's Wastewater Treatment Plant. They are the sole warranty provider for warranty work and replacement parts.

Wastewater Analyzer Service Support & Replacement Parts

Vendor	Purchase Order Request
HACH Company	$122,500.00

Staff is requesting a purchase order be issued to JWC Environmental to provide parts and replacement of Muffin Monster sewage grinders throughout the Wastewater Treatment Plant. The specialized equipment is critical for the protection of the wastewater treatment processes. The Muffin Monsters are in continuous operation and have been in place at the plant for over 35 years. JWC Environmental is the inventor and owner of the Muffin Monster, and the sole manufacturer. All repairs performed include a one year warranty.

Muffin Monster Grinders

Vendor	Purchase Order Request
JWC Environmental	$40,000.00

Vendor	Purchase Order Request
Plumbers Depot	$195,000.00

Preventative Maintenance, Parts and Services

Vendor	Purchase Order Request
Alfa Laval	$70,000.00

Staff is requesting a purchase order be issued to Rockwell Engineering and Equipment Co. to provide repair and replacement parts for Vaughan chopper pumps, Pioneer centrifugal pumps, and Boerger rotary lobe pumps.

Vaughan Chopper Pumps, Pioneer Centrifuge Pumps, & Boerger Rotary Lobe Pumps

Vendor	Purchase Order Request

Rockwell Engineering and Equipment Co.	$160,000.00

Vendor	Purchase Order Request
DXP Enterprises	$55,000.00

Staff is requesting a purchase order issued to Sulzer Electro-Mechanical Services (US), Inc. (Sulzer) for electrical motors repair parts and materials, maintenance and service for water and wastewater well and booster equipment. Pump motors throughout the water system have been standardized to US Motors. Sulzer is a US Motor distributor accredited by Electrical Apparatus Services Association and sole vendor within a 75 mile radius.

Water/Wastewater Maintenance Service, Repair, & Replacement Parts

Vendor	Purchase Order Request
Sulzer Electro-Mechanical Services (US), Inc.	$180,000.00

Vendor	Purchase Order Request
Tesco	$673,000.00

Vendor	Purchase Order Request
Unison	$196,000.00

On motion of Council Member Mario Saucedo, seconded by Mayor Eddie Tejeda, the City Council unanimously determined, by roll call vote, that approval of the 2022 CIP Sewer Pipeline Replacement Project is exempt from environmental review pursuant to Section 15302 of the State's Guidelines implementing the California Environmental Quality Act; approved the 2022 CIP Sewer Pipeline Replacement Project plans and specifications; and awarded the Public Work Construction Contract to CEM Construction Corporation for an amount not to-exceed $3,314,268.

Vote: 5 - 0 Passed

MUED Annual Purchase Orders

Municipal Utilities and Engineering Director Harris detailed the Municipal Utilities and Engineering Department Annual Purchase Orders and Agreements for FY 23/24.
for a total encumbered amount not-to-exceed $5,305,000

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the Fiscal Year 23/24 Municipal Utilities and Engineering Department Annual Purchase Orders is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the Fiscal Year 23/24 Municipal Utilities and Engineering Department Annual Purchase Orders and Agreements as itemized in the staff report for a total encumbered amount not-to-exceed $5,305,000.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Juneteenth Event - All the Council Members enjoyed the Juneteenth celebration and thanked the City and staff for being instrumental in making the event such a success.

Mayor Pro Tem Barich attended the Veterans Resource Fair on June 7 at Sylvan Park, where more than 75 vets were helped.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:45 P.M. The next regular meeting of the City of Redlands City Council will be held on Wednesday, July 5, 2023.

CITY OF REDLANS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID DATE 4/6/2023

BID NO. **20230323-PM (6)**
ANNUAL PO **WATER & WASTEWATER TREATMENT PLANT CHEMICALS** FISCAL YEAR 2023-24

				CALIFORNIA WATER TECHNOLOGIES LLC.	
Item No.	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**EXTENDED PRICE**
1	Chlorine Gas	4000	Per LB.	$	
2	Sodium Hypochlorite 12.5% mini-bulk (Water)	1800	Per Gal.	$	
3	Sodium Hydroxide 50% (Water)	2000	Per Gal.	$	
4	Praestol 186KH polymer or City approved equal (Water)	3000	Per Gal.	$	
5	Praestol A 3040 LTR FLOCCULANT or City approved equal (Water)	55	Per Gal.	$	
6	Praestol A 3010 LTR FLOCCULANT or City approved equal (Water)	55	Per Gal.	$	
7	Aluminum Chlorohydrate (ACH) 50% Solution (Water)	4500	Per Gal.	$	
8	Cationic Emulsion Polymer (WW)	13200	Per Gal.	$	
9	Citric Acid 50% (WW)	600	Per Gal.	$	
10	Ferric Chloride (39-42%)(WW)	5000	Per Gal.	2.62	$ 13,100.00
11	Sodium Hypochlorite 12.5% (Water)	5000	Per Gal.	$	
12	Sodium Hypochlorite 12.5% (WW)	4500	Per Gal.	$	
			TOTAL SUM BID (Item 1-11)	**$**	**13,100.00**

HASA INC		JCI JONES CHEMICALS		NALCO WATER INC.		NORTHSTAR CHEMICAL	
UNIT PRICE	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
$	$	$ 1.38	$ 5,500.00	$	$	$	$
3.14	$ 5,652.00	$	$	$	$	4.18	$ 7,524.00
$	$	$	$	$	$	3.67	$ 7,340.00
$	$	$	$	9.88	29640	$	$
$	$	$	$	$	$	$	$
$	$	$	$	$	$	$	$
$	$	$	$	$	$	$	$
$	$	$	$	$	$	$	$
$	$	$	$	$	$	11.88	$ 7,128.00
$	$	$	$	$	$	$	$
2.69	$ 13,450.00	2.17	$ 10,850.00				
2.69	$ 12,105.00	2.17	$ 9,765.00	$	$	$	$
$ 31,207.00		**$ 26,115.00**		**$ 29,640.00**		**$ 21,992.00**	

OLIN CORPORATION		PENCCO		SOLENIS LLC		THORNTON, MUSSO, BELLEMIN- WATER TREATMENT CONSULTANT	
UNIT PRICE	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
$	$	$	$	$	$	$	$
$	$	$	$	$	$	$	$
$	$	$	$	$	$	$	$
$	$	$	$	$ 9.54	$ 28,620.00	$	$
$	$	$	$	$ 14.45	$ 794.75	$	$
$	$	$	$	$ 12.65	$ 695.75	$	$
$	$	$	$	$	$	$	$
$	$	$	$	$ 15.17	$ 200,244.00	$	$
$	$	$	$	$	$	$ 12.75	$ 7,650.00
$	$	$ 2.87	$ 14,350.00	$	$	$	$
$ 2.19	$ 10,950.00						
$ 2.19	$ 9,855.00	$	$	$	$	$	$
$ 20,805.00		**$ 14,350.00**		**$ 230,354.50**		**$ 7,650.00**	

UNIVAR SOLUTIONS		USALCO		SNF POLYDYNE, INC.	
UNIT PRICE	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
$	$	$	$	$	$
$ 4.78	$ 8,605.80	$	$	$	$
$ 3.11	$ 6,220.00	$	$	$	$
$	$	$	$	$ 7.31	$ 21,930.00
$ 17.05	$ 937.75	$	$	$ 12.32	$ 677.60
$	$	$	$	$ 12.04	$ 662.20
$	$	$ 4.93	$ 22,197.15	$	$
$	$	$	$	$ 14.19	$ 187,308.00
$ 13.00	$ 7,800.00	$	$	$	$
$	$	$	$	$	$
$	$	$	$	$	$
$	**23,563.55**	**$**	**22,197.15**	**$**	**210,577.80**

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 & Wastewater Treatment Plant Chemicals 20230323-PM (6).** 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 (1)	Chlorine Gas	Sodium Hypochlorite 12.5% mini bulk (water)	Sodium Hydroxide 50% (water)	Praestol 186KH Polymer (water)	Praestol A3040LTR Flocculant (water)	Praestol A3010LTR Flocculant (water)	Aluminum Chlorohydrate (ACH) 50% Solution (water)	Cationic Emulsion Polymer	Citric Acid 50% (WW)	Ferric Chloride Solution (39-42%) (WW)	Sodium Hypochlorite 12.5% (WW)	Soduim Hypochlorite 12.5% (water)
1	California Water Technologies LLC, Santa Fe Springs CA	Yes	No										2.62		
2	Hasa Inc., Pomona CA	Yes	No		3.14									2.69	2.69
3	JCI Jones Chemicals, Torrance CA	Yes	No	1.375										2.17	2.17
4	Nalco Water Inc., Los Alamitos CA	Yes	No				9.88								
5	Northstar Chemcial, Sherwood OR	Yes	No		4.18	3.67						11.88			
6	Olin Corporation, Cleveland TN	Yes	No											2.198	2.198
7	Pencco, San Felipe TX	Yes	No										2.87		
8	Solenis, LLC Wilimington DE	Yes	No				9.54	14.45	12.65		15.17				
9	Thornton, Musso, Bellemin, Zachary LA	Yes	No									12.75			
10	Univar Solutions, Kent WA	Yes	No		4.781	3.11		17.05				13.00			
11	USALCO, Baltimore MD	Yes	No							4.9327					
12	SNF Polydyne, Inc., Riceboroa GA	Yes	No				7.31	12.32	12.04		14.19				

*Bids sorted alphabateically

Councilmembers, City Manager, City Treasurer, PIO, Press,
Director: John Harris
Staff: Christian Duenez

Jeanne Donaldson, City Clerk
City of Redlands, California

Original

Jones Chemicals Inc.

BID COVER LETTER

Dear Customer,

JCI is certainly aware of the significant increases in the cost of chlorine, caustic soda, and bleach that have been levied upon customers due to the ongoing global disruption in raw material supply. Customer concerns are fully understood. It is particularly important that our customers, and those requesting product pricing, understand that these price increases are "pass-throughs" of the cost amounts the "ECU" (chlorine and caustic soda) Producers have raised JCI. Beginning in Q2 of 2021, the ECU Producers have continued to raise the cost of the above products every quarter. They are not providing firm pricing, and will not negotiate. The information JCI has been provided is these increases will continue throughout 2023 & 2024.

In addition to these increases, the Producers have also declared Force Majeure, and have placed product on allocation and order control. Regardless, JCI is confident all customers will receive the products they require, especially for Water Treatment Facilities.

JCI must emphasize that the ECU Producers have total exclusive control of the costs of raw material chlorine and caustic soda (bleach), and of the allocated amounts delivered to JCI. The other significant increases in costs of business JCI continues to incur, including packaging chlorine in containers, manufacturing bleach, transportation, wages and benefits, insurance, etc. have not been associated with the quarterly price increases.

It remains JCI's hope that as in the past 93 years of business, our customers will trust JCI to do our level best to provide products and services to all our customers.

Sincerely,

JCI Jones Chemicals, Inc.

Corporate Offices • 1765 Ringling Blvd. • Sarasota, Florida 34236 • *telephone:* 941.330.1537 • *facsimile:* 941.330.9657 • 800.477.1078
Branch Locations • Warwick, NY • Caledonia, NY • Barberton, OH • Riverview, MI • Merrimack, NH • Charlotte, NC
Jacksonville, FL • Beech Grove, IN • Milford, VA • Tacoma, WA • Torrance, CA
www.jcichemicals.com

BID EXCEPTIONS

1. Part 1- Intent & General Info- Bid Documents Required- Terms & Conditions

JCI's "Bid Exceptions" page shall apply as a condition of our bid and any contract that may be issued.

2. Terms & Conditions of Request For Bid- #23 Right To Audit Records

JCI will follow our internal policies & procedures regarding retention, disclosure, and non-disclosure of documents, many of which are classified as privileged, confidential, and/or are prohibited from public disclosure.

3. (MISC) Force Majeure

The chlorine Producers have declared Force Majeure a combined eleven times since 2021. Chlorine supply remains on strict allocation. In September 2022, all chlorine shipments in the nation were halted for a week, and were behind schedule for several more, due to the threat of a rail strike. JCI has no control over raw material supply or its transportation, and we must ensure that we are not penalized should we be rendered unable to deliver by any disrupting event beyond our control.

Therefore, JCI must respectfully insist on including the following Force Majeure clause, or one of your choosing that is approved by JCI, as a term of our bid and any related contract that may be issued.

> FORCE MAJEURE: JCI Jones Chemicals shall not be responsible for damages or delays caused by Force Majeure nor other events beyond its control and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God.

Please note that Force Majeure is of no relation to pricing- it is supply related only. JCI's pricing and price terms will always remain as-bid regardless of Force Majeure status.

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Branch Locations • Warwick, NY • Caledonia, NY • Barberton, OH • Riverview, MI • Merrimack, NH • Charlotte, NC
Jacksonville, FL • Beech Grove, IN • Milford, VA • Tacoma, WA • Torrance, CA
www.jcichemicals.com

PART 2
REQUEST FOR BID #20230323-PM(6)
Water & Wastewater Treatment Plant Chemicals

BID DOCUMENTS COVER PAGE	
Name of Firm, Entity or Organization:	JCI Jones Chemicals Inc.
Federal Employer Identification Number (EIN):	16-0809645
State of California License Number (if applicable):	
Name of Contact person:	Tim Ross
Title:	VP West Coast, Branch Manager
Email address:	tross@jcichem.com / torrance@jcichem.com
Mailing Address:	1401 Del Amo Blvd.
Street Address (if different):	
City, State, Zip:	Torrance, CA 90501
Telephone: 310-523-1629	**Fax:** 310-523-2944
Organization: (check one)	**Corporation:** ☑ **Proprietorship:** ☐ **Other:** ☐ **Partnership:** ☐ **Joint Venture:** ☐
If Corporation:	
Date of Incorporation: 1956	**State of Incorporation:** New York
States Registered in as Foreign Corporation:	California
Authorized Signature:	
Print Name:	Tim Ross
Signature:	Tim Ross
Title:	VP West Coast, Branch Manager
Phone:	310-523-1629
This document must be completed and returned with your submittal.	

BIDDER CERTIFICATION		
Water & Wastewater Treatment Plant Chemicals		
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(6)
BIDDER NAME: JCI Jones Chemicals Inc.		**PHONE NUMBER:** 310-523-1629
BIDDER MAILING ADDRESS: 1401 Del Amo Blvd.		**FAX NUMBER:** 310-523-2944
CITY/STATE/ZIP Torrance, CA 90501		**E-MAIL ADDRESS:** tross@jcichem.com / torrance@jcichem.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."

Tim Ross / VP West Coast, Branch Manager		April 4, 2023
Authorized Bidder Name, Title (Print)	Authorized Signature	Date

This form must be completed and returned with your Submittal

FIRM INFORMATION/ORGANIZATION	
CONTRACT MANAGEMENT CONTACT INFORMATION	
SHOP OWNER OR MANAGER	
NAME	Tim Ross
TITLE	VP West Coast, Branch Manager
OFFICE PHONE	310-523-1629
CELL	310-557-6604
FAX	310-523-2944
HOURS AVAILABLE	8:00 a.m. - 5:00 p.m.
CONTRACT MANAGER	
NAME	Cris Blomgren
TITLE	Sales Coordinator / Office Manager
OFFICE PHONE	310-523-1629
CELL	N/A
FAX	310-523-2944
HOURS AVAILABLE	8:00 a.m. - 5:00 p.m.
ALTERNATE CONTACT	
NAME	Orlando Garcia
TITLE	Logistics Manager
OFFICE PHONE	310-523-1629
CELL	310-218-6707
FAX	310-523-2944
HOURS AVAILABLE	8:00 a.m. - 5:00 p.m.
EMERGENCY CONTACT/ AFTER HOURS CONTACT	
NAME	
TITLE	
OFFICE PHONE	310-523-1629
CELL	
FAX	310-523-2944
HOURS AVAILABLE	24 Hrs / 7 Days A Week - Contacts on duty response personnel

Firm Experience:

COMPANY BACKGROUND

JCI Jones Chemicals is dedicated to preserving and promoting the safety and purity of our world's most valuable natural resource: water. No other element on earth is as vital to the preservation of life than water. This is why safe, reliable drinking water should be available to all mankind for the uses society demands and returned to the environment in an ecologically responsible manner.

JCI Jones Chemicals Inc. has been in operation for 93 years. JCI Jones Chemicals Inc Torrance CA. is one of the eleven JCI Jones Chemicals Inc. facilities located throughout the United States. Torrance, CA Operation has been providing water treatment chemicals - primarily chlorine and chlorine related products within California for over 60 years.

JCI Jones Chemicals Inc Torrance in just the past 10 years has supplied in excess of 235,000,000 gallons 12.5% Sodium Hypochlorite for water treatment to Southern California Municipalities. Including Los Angeles Department of Water and Power, City and County of San Diego, Orange County Water District, Orange County Sanitation District, Goldsworthy Desalter Torrance and Leo J. Vander Lans Advanced Water Treatment Facility, Long Beach.

Sodium Hypochlorite is just one of the many products JCI Jones Chemicals Inc. provides to Southern California municipalities. Each year JCI Torrance supplies in excess of 8,000 tons of Chlorine Liquefied Gas.

JCI Jones Chemicals Inc. customers have always found that our quality of service and product to be second to none. Our customers know that JCI products are delivered on time and meet and exceed all NSF/UL/AWWA standards.

References:

City of San Diego
1200 Third Avenue, Suite 200
San Diego, CA 92101
Vanessa Delgado
Tel (619) 236-6248 / Fax (619) 236-5904
CDelgado@sandiego.gov
Since +/- 2013
Supply and deliver Sodium Hypochlorite, Sodium Hydroxide and Chlorine Tons

West Basin Municipal Water District
17140 S. Avalon Blvd., Suite 210
Carson, CA 90746
Joanna Garcia-Singleton
Tel (310) 660-6207 / Fax (310) 516-1576
joannag@westbasin.org
Since +/- 2011
Supply and deliver Sodium Hypochlorite, Sodium Hydroxide and Sodium Bisulfite

Los Angeles Department of Water & Power (LADWP)
111 N. Hope Street, Room 114
Los Angeles, CA 90012
Ron Orantes
Tel (818) 771-6007
Ronald.Orantes@ladwp.com
Since +/- 2013
Supply and deliver Chlorine Tons and Railcar

PART 4
PRICE AND FEE BID
BID # 20230323-PM(6)
Water & Wastewater Treatment Plant Chemicals

Award will be made to the lowest responsive and responsible bidder per line item unit cost. Bid line items your company intends to bid and write "No Bid" on line items you will not be bidding to complete the bid table. Usage varies throughout the year(s), therefore estimated quantities used, (see page 18, item 9. INTENT OF CONTRACT (b) ANNUAL CONTRACTS).

Item No.	A. Description	B. Delivery Frequency	C. Units	D. Quantity Per Delivery	E. Unit Price	F. Extended Price (D*E)
1	Chlorine Gas	20 Ton cylinders per year (Delivery approx. twice per month)	Per Lb.	4000 lb	Price Includes California Mill Assessment, Plus Sales Tax, No Deposit $ 1.375/Lb	$ 5,500.00
2	Sodium Hypochlorite 12.5% mini-bulk (Water)	16 times per year (delivery to 13 well sites, summer every 2 weeks, winter every month, average delivery per site 150-200 gallons (see Exhibit "A" page 23)	Per Gal.	1,800 gal	$ No Bid	$ No Bid
3	Sodium Hypochlorite 12.5% (Water)	12 times per year (delivery approx. 3 – 5 weeks)	Per Gal.	4,500 gal	Price Includes California Mill Assessment, Plus Sales Tax $ 2.17/Gal	$ 9,765.00
4	Sodium Hydroxide 50% (Water)	2 times per year (delivery every other month)	Per Gal.	2,000 gal	$ No Bid	$ No Bid
5	Praestol 186KH polymer or City approved equal (Water)	4 times per year (1 delivery every 3 months-bulk delivery 3,000 gal)	Per Gal.	3,000 gal	$ No Bid	$ No Bid
6	Praestol A 3040 LTR FLOCCULANT or City approved equal (Water)	36 drums per year (delivery 6 drums every 2 months)	Per Gal.	55 gal	$ No Bid	$ No Bid
7	Praestol A 3010 LTR FLOCCULANT or City approved equal (Water)	12 drums per year (delivery 4 drums every 4 months)	Per Gal.	55 gal	$ No Bid	$ No Bid
8	Aluminum Chlorohydrate (ACH) 50% Solution (Water)	10 times per year (delivery approx. once per month)	Per Gal.	4,500 gal	$ No Bid	$ No Bid
9	Cationic Emulsion Polymer (WW)	6 times per year (delivery every other month)	Per Gal.	13,200 gal	$ No Bid	$ No Bid

10	Citric Acid 50% (WW)	15 times per year (delivery 1-1.5 times a month)	Per Gal.	600 gal	$ No Bid	$ No Bid
11	Ferric Chloride Solution (39-42%) (WW)	15 times per year (delivery approx. 1 – 1.5 times a month)	Per Gal.	5,000 gal	$ No Bid	$ No Bid
12	Sodium Hypochlorite 12.5% (WW)	36 times per year (delivery approx. 2.5-3 times per month)	Per Gal.	4,500 gal	Price includes California Mill Assessment, Plus California Sales Tax $ 2.17/Gal	$ 9,765.00
					BID TOTAL (Lines 1 through 12)	$ 25,030.00

TOTAL PRICE WRITING IN WORDS Twenty-Five Thousand Thirty Dollars and 00/100 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).

N/A

Signature Tim Ron Title VP West Coast, Branch Manager Date April 4, 2023

ds.hdlgov.com/Search/SearchBy

City of Redlands W... ArcGIS Invoice Email AgendaQuick Login Lowe's Login Office Depot Neogov ESS Login Home Depot Login Spotify – Web Player Sign In - Zoom Per

City of REDLANDS

Home Report a Problem

Business Search

Search By: Business Name Value: JCI Search

Specify Start Date Range (Optional)

Account #	Business Name	Expire Date	Address
08117533	JCI JONES CHEMICALS	6/30/2023	JOB SITE, REDLANDS, CA 92374

Total records found: 1

Powered by HdL

Cris Blomgren

From: Allison Grund
Sent: Monday, April 3, 2023 6:37 AM
To: redlands@hdlgov.com
Cc: Cris Blomgren
Subject: Business License Inquiry

Importance: High

Hi there,

We cannot find where we received our business license expiring 6/30/2023. Can you please send us a copy?

Our account number is 08117533

Thank you!

Allison Grund
Controller
JCI Jones Chemicals, Inc.
agrund@jcichem.com
(941) 330-1537 ext. 110

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

CITY OF REDLANDS

BUSINESS TAX CERTIFICATE

2022

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE

"For Services Provided in the City of Redlands, California Only"

Business Name JCI JONES CHEMICALS

Business Location Job Site
Redlands, Ca 92374

Business Owner(s) JCI JONES CHEMICALS

JCI JONES CHEMICALS
1765 RINGLING BLVD # 200
SARASOTA, FL 34236-6873

Business Type Delivery Services

Description DELIVERY-CHEMICALS

Certificate Number: 08117533

Effective Date July 01, 2021

Expiration Date June 30, 2022

THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

For all inquiries regarding this license, contact HdL Business Tax Support Center at (909) 479-2111.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
JCI JONES CHEMICALS, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1765 RINGLING BLVD

Requester's name and address (optional)

6 City, state, and ZIP code
SARASOTA, FLORIDA 34236

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
1 6 – 0 8 0 9 6 4 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** Angela M [illegible] **Date ▶** 1/9/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF REDLANDS
TERMS AND CONDITIONS OF REQUEST FOR BID

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

Bidders are advised that City contracts are subject to all legal requirements provided for in the City Municipal Code and/or applicable City Ordinances, State and Federal Statutes.

1. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- All information required by the bid form shall be furnished.
- Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- Proposed delivery time must be shown.

2. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3. SUBMISSION OF FORMAL BIDS

Formal bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Clerk, 35 Cajon St. Redlands, CA 92373.

FORMAL Bids must be submitted on the forms furnished. Email and facsimile bids will not be considered.

Samples, when required, must be submitted within the time specified, at no expense to the City of Redlands. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4. REJECTION OF BIDS

The City of Redlands reserves the right to reject any and/or all bids, reserve the right to waive any informalities or irregularities in the bid or examination process, reserve the right to select low bid per item, and reserve the right to award bids and/or contracts in the best interest of the City.

5. WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Staff.

6. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

7. CLARIFICATION, INTERPRETATIONS AND ADDENDA

- No oral interpretations will be made to any bidder as to the meaning of the Bid Documents. Any inquiry or request for interpretation shall be submitted under Q&A.

- The City reserves the right to amend this REQUEST FOR BID (RFB) prior to the bid due date. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her bid will nevertheless be construed as though it had been received and acknowledged and the submission of his/her Bid will constitute acknowledgment of the receipt of same. All addenda are a part of the Bid Documents and each Bidder will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Bidder to verify that he/she has received all addenda issued before Bids are opened. Addenda or addendum will be published on the City's website, eProcurement system at www.cityofredlands.org/purchasing.

- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Bid/Contract are to be considered as approximate only and are to be used solely for the comparison of Bids received. The City and its Consultants do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate or

quantities of work performed or material furnished in accordance with the Specifications and other bid documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

- In the event that an addendum alters a price basket, the new price basket must be used and submitted with the required bid documents.

8. BIDDER DISCOUNTS

Discounts should be deducted from the unit price and the net price should be shown in the bid.

9. INTENT OF CONTRACT

There are two types of contracts awarded for materials, equipment or non-professional services.

(a) ACTUAL QUANTITIES CONTRACT: Quantities specified are actual amounts and are based on the best available information. The purpose of this contract is to establish prices for the amounts and kind of commodities indicated. The quantity indicated is the quantity the City wants to purchase, but the actual amount purchased is subject contingency which may increase the commodities purchased by 10%.

(b) ANNUAL CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

10. AWARD OF CONTRACT

The contract will be awarded to the lowest responsive and responsible bidder whose price and other factors have been considered in accordance to the provisions of the City of Redlands Municipal Code.

The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Redlands specifications.

A written award of acceptance (a duly approved purchase order or Agreement) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

Prices must be quoted F.O.B. Destination, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Redlands until the City actually receives and takes possession of the goods at the point or points of delivery.

The terms of this agreement is "no arrival, no sale".

It is the intent of the City to issue one (1) purchase order with a total estimated lump sum to adequately cover the costs of items ordered for the specified period. The City reserves the right to split this contract and award to more than one vendor, if it is to the City's advantage.

11. INSURANCE REQUIREMENTS

A Certificate of Insurance will be furnished by the successful Contractor upon Notice of Award. The certificate(s) shall be completed by the Contractor's authorized agent and submitted to the City's Risk Management Department. The successful Contractor shall not commence any work in connection with the Agreement until it has obtained all of the following types of insurance and shall maintain such insurance for the duration of the Agreement. The Contractor shall secure the minimum insurance coverage described below, and such insurance shall be primary with respect to any insurance or self-insurance programs maintained by the City.

Comprehensive Commercial General Liability. Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Commercial General Liability Insurance in an amount of $1,000,000 per occurrence and $2,000,000 aggregate with an insurance carrier acceptable to the City and name the City as additional insured.

Commercial Automobile Liability Insurance. Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000, combined single limit for bodily injury liability and property damage liability and name the City as additional insured. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non-owned vehicles.

Workers' Compensation and Employer's Liability Insurance. If applicable, the Contractor shall obtain, and maintain throughout the life of the Agreement, Workers' Compensation and Employer's Liability Insurance in the amount that meets the statutory requirement and shall be in force with an insurance carrier acceptable to the City. Contractor and any sub-consultants or subcontractors shall comply fully with the California Workers' Compensation Law.

Professional Liability Insurance. If applicable, the Consultant shall obtain and maintain throughout the life of the Agreement Professional Liability Insurance in an amount of $1,000,000 per claims made and $2,000,000 aggregate with an insurance carrier accepted to the City.

The Contractor shall instruct their insurance broker to furnish properly executed certificates of insurance to the City.

The name of the insured Contractor, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.

Certificates of insurance shall clearly evidence coverage required above.

Certificates of insurance shall be submitted by the broker directly either via email (insurance@cityofredlands.org) or US Mail to:
City of Redlands, Risk Management Division PO Box 3005 Redlands, CA 92373.

The insurer will notify the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

The City reserves the right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

12. ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES
The bidder by submitting a bid acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this bid/bid for the same prices and/or terms being proposed. The successful Bidder has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the Bidder's approval. Without the Bidder's approval, the seeking agency cannot Piggy-Back.

13. BUSINESS LICENSES
The successful Bidder will be required to obtain a City of Redlands business license prior to commencement of work.

14. CHANGES/MODIFICATIONS
The City reserves the right to order changes in the scope of work and resulting contract. The successful Bidder has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. Price adjustments will be based on the unit prices proposed by the Bidder in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

15. FISCAL YEAR FUNDING APPROPRIATION
Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the City of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

16. GOVERNING LAWS AND REGULATIONS

The Bidders required to be familiar with and shall be responsible for complying with the City's Purchasing Policies and Procedures, City resolutions, City rules, all federal, state and local laws, ordinances, rules and professional standards or regulations that in any manner affect this solicitation, the selection process, protests, award of contract, contract management or any other activity associated with this solicitation and the subsequent work required of the successful Bidder.

17. HAZARDOUS CHEMICALS AND WASTES

The Bidder shall bear full and exclusive responsibility for any release by vendor of hazardous or non-hazardous chemicals or substances during the course of performance of the agreement. Bidder shall immediately report any such release to the City employee accepting delivery. Bidder shall be solely responsible for all claims and expenses associated with the response to, removal any remediation of the release, including, without limit, payment of any fines or penalties levied against the City and its officers, agents and employees as a result of such release.

18. INDEMNIFICATION

The successful Bidder must fully indemnify the City. Such indemnification will be documented in the contract documents.

19. PAYMENTS

Payments shall be made 30 days from the receipt of invoice, and follow all City policies promulgated thereby.

20. PREVAILING WAGES

When applicable, the City is subject to the State of California prevailing wage laws as set forth in California Labor Code Section 1770 et seq. The contractor is responsible for determining the appropriate Department of Industrial Relations (DIR) classification for the various employees and subcontractors used for a particular project or service. The rates for each classification are posted on the DIR website at http://www.dir.ca.gov/DIRdatabases.html. All contractors performing work for the City are responsible for abiding by all applicable prevailing wage laws, and must furnish the City with Certified Payroll Records upon request.

21. PROPRIETARY INFORMATION

Responses to this Request for Bid, upon receipt by the City, become public records. If any proposer believes that any portion of all of the response is confidential and proprietary, proposer shall clearly assert such exception and the specific legal authority of the asserted exemption. Such designation of an item as a trade secret may be challenged in court by any person. By the bidder designation of material submitted to the City as a "trade secret", the proposer agrees to hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging the bidder "trade secret" claim.

22. RIGHT OF REJECTION

The City of Redlands reserves the right to reject any and/or all bids, reserve the right to waive any informalities or irregularities in the bid or examination process, reserve the right to select low bid per item, per lump sum, and reserve the right to award bids and/or contracts in the best interest of the City.

23. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of the Bidders or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any subcontract to the Agreement. Such books and records shall be maintained by the Bidder for a period of three (3) years from the date of final payment under the Agreement and by the subcontractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

24. USAGE REPORT

Upon request, the successful bidder shall provide a report of items purchased by the City for the previous six months. This report shall be in order of most frequently ordered items to the least frequently ordered items. The following information shall be included in the report: product description, total quantity ordered for the period, and total amount spent on the item for the period.

Exhibit "A"

City of Redlands Remote Well Site Locations

Well	Location
Agate 2 Well	Agate Ave. n/o Salerno Ave., Redlands, Ca. 92373
Airport 1 Well	1667 Sessums Dr., Redlands, Ca. 92373
Airport 2 Well	1551 Sessums Dr., Redlands, Ca. 92373
Madeira Well	1500 Crafton Ave., Mentone, 92359
Mentone Acres 2 Well	1790 N. Dearborn St., Redlands, Ca. 92373
North Orange 1 Well	2850 Orange St., Redlands, Ca. 92373
North Orange 2 Well	2850 Orange St., Redlands, Ca. 92373
Orange St. Well	2125 Orange St., Redlands, Ca. 92373
Rees Well	1351 E. Pennsylvania Ave. , Ca. 92373
Muni Well	1790 N. Dearborn St., Redlands, Ca. 92373
Well 38	11100 Nevada St., Redlands, Ca. 92373
Well 39	11126 Iowa St., Redlands, Ca. 92373
Maguet 2 Well	1948 Garnet St., Mentone, 92359

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/15/2022

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
2850 Golf Road
Rolling Meadows IL 60008

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: CertRequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LM Insurance Corporation	33600
INSURER B : Underwriters at Lloyd's London	15792
INSURER C : Employers Insurance Company of Wausau	21458
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JCI Jones Chemicals, Inc.
1765 Ringling Boulevard
Sarasota FL 34236

JCIJONE-06

COVERAGES **CERTIFICATE NUMBER:** 576713022 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y		ENVP0000380-22	11/15/2022	11/15/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y		AS5-Z91-473667-022	11/15/2022	11/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			ENVX0000368-22	11/15/2022	11/15/2023	EACH OCCURRENCE	$ 15,000,000
							AGGREGATE	$ 15,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC6-Z91-473667-012	11/15/2022	11/15/2023	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Pollution Legal Liability	Y		ENVP0000380-22	11/15/2022	11/15/2023	Liability Deductible	$1,000,000 $50,000

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

Aspen Specialty Insurance Company - $10M Excess $15M
EX00U8R22
Limit of Liability: $15,000,000
Effective 11/15/2022-11/15/2023
City of Redlands is shown as additional insured solely with respect to General Liability, Auto Liability and Pollution Liability coverages as required by written contract.

CERTIFICATE HOLDER

City of Redlands
Attn: Patty Baker
P.O. Box 3005
Redlands CA 92373
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF COMPLIANCE

Certificate Number	20140416-MH18026
Report Reference	MH18026-20020821
Issue Date	2014-APRIL-16

Issued to: JCI JONES CHEMICALS INC
1765 RINGLING BLVD
SARASOTA FL 34236

This is to certify that representative samples of DRINKING WATER TREATMENT CHEMICALS
Sunny Sol® Chlorine

Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety: NSF/ANSI 60 - Drinking Water Treatment Chemicals - Health Effects

Additional Information: See the UL Online Certifications Directory at www.ul.com/database for additional information

Only those products bearing the UL Classification Mark for the U.S. and Canada should be considered as being covered by UL's Classification and Follow-Up Service and meeting the appropriate U.S. and Canadian requirements.

The UL Classification Mark includes: the UL in a circle symbol: with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) as indicated in the appropriate UL Directory. The UL Classification Mark for Canada includes: the UL Classification Mark for Canada: with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) in English, French, or English/French as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product.

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

William R. Carney

William R. Carney, Director, North American Certification Programs

UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please contact a local UL Customer Service Representative at [illegible]

SAFETY DATA SHEET

Chlorine

Section 1. Identification

GHS product identifier : Chlorine

Chemical name : chlorine

Other means of identification : Cl2; Bertholite; Chloor; Chlor; Chlore; Chlorine mol.; Cloro; Molecular chlorine; UN 1017

Product use Synonym : Synthetic/Analytical chemistry.

: Cl2; Bertholite; Chloor; Chlor; Chlore; Chlorine mol.; Cloro; Molecular chlorine; UN

SDS # : 1017

: 001015

:

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture : OXIDIZING GASES - Category 1
GASES UNDER PRESSURE - Compressed gas
ACUTE TOXICITY (inhalation) - Category 2
SKIN CORROSION/IRRITATION - Category 1
SERIOUS EYE DAMAGE/ EYE IRRITATION - Category 1
AQUATIC HAZARD (ACUTE) - Category 1
AQUATIC HAZARD (LONG-TERM) - Category 1

GHS label elements

Hazard pictograms :

Signal word : Danger

Hazard statements : May cause or intensify fire; oxidizer.
Contains gas under pressure; may explode if heated.
Fatal if inhaled.
Causes severe skin burns and eye damage.
Very toxic to aquatic life with long lasting effects.

Precautionary statements

General : Read and follow all Safety Data Sheets (SDS'S) before use. Read label before use. Keep out of reach of children. If medical advice is needed, have product container or label at hand. Close valve after each use and when empty. Use equipment rated for cylinder pressure. Do not open valve until connected to equipment prepared for use. Use a back flow preventative device in the piping. Use only equipment of compatible materials of construction. Open valve slowly. Use only with equipment cleaned for Oxygen service.

Prevention : Wear protective gloves. Wear eye or face protection. Wear protective clothing. Wear respiratory protection. Keep away from clothing, incompatible materials and combustible materials. Keep reduction valves, valves and fittings free from oil and grease. Use only outdoors or in a well-ventilated area. Avoid release to the environment. Do not breathe gas. Wash hands thoroughly after handling.

Section 2. Hazards identification

Response : Collect spillage. In case of fire: Stop leak if safe to do so. IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER or physician. IF SWALLOWED: Immediately call a POISON CENTER or physician. Rinse mouth. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or physician. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or physician.

Storage : Store locked up. Protect from sunlight when ambient temperature exceeds 52°C/125°F. Store in a well-ventilated place.

Disposal : Dispose of contents and container in accordance with all local, regional, national and international regulations.

Hazards not otherwise classified : In addition to any other important health or physical hazards, this product may displace oxygen and cause rapid suffocation.

Section 3. Composition/information on ingredients

Substance/mixture : Substance

Chemical name : chlorine

Other means of identification : Cl2; Bertholite; Chloor; Chlor; Chlore; Chlorine mol.; Cloro; Molecular chlorine; UN 1017

CAS number/other identifiers

CAS number : 7782-50-5

Product code : 001015

Ingredient name	%	CAS number
chlorine	100	7782-50-5

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

Eye contact : Get medical attention immediately. Call a poison center or physician. Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Chemical burns must be treated promptly by a physician.

Inhalation : Get medical attention immediately. Call a poison center or physician. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Skin contact : Get medical attention immediately. Call a poison center or physician. Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Wash contaminated clothing thoroughly with water before removing it, or wear gloves. Continue to rinse for at least 10 minutes. Chemical burns must be treated promptly by a physician. Wash clothing before reuse. Clean shoes thoroughly before reuse.

Ingestion : As this product is a gas, refer to the inhalation section.

Most important symptoms/effects, acute and delayed

Section 4. First aid measures

Potential acute health effects

Eye contact : Causes serious eye damage. Contact with rapidly expanding gas may cause burns or frostbite.

Inhalation : Fatal if inhaled. May cause respiratory irritation.

Skin contact : Causes severe burns. Contact with rapidly expanding gas may cause burns or frostbite.

Frostbite : Try to warm up the frozen tissues and seek medical attention.

Ingestion : As this product is a gas, refer to the inhalation section.

Over-exposure signs/symptoms

Eye contact : Adverse symptoms may include the following:, pain, watering, redness

Inhalation : Adverse symptoms may include the following:, respiratory tract irritation, coughing

Skin contact : Adverse symptoms may include the following:, pain or irritation, redness, blistering may occur

Ingestion : Adverse symptoms may include the following:, stomach pains

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.

Specific treatments : No specific treatment.

Protection of first-aiders : No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media : Use an extinguishing agent suitable for the surrounding fire.

Unsuitable extinguishing media : None known.

Specific hazards arising from the chemical : Contains gas under pressure. Oxidizing material. This material increases the risk of fire and may aid combustion. Contact with combustible material may cause fire. In a fire or if heated, a pressure increase will occur and the container may burst or explode. This material is very toxic to aquatic life with long lasting effects. Fire water contaminated with this material must be contained and prevented from being discharged to any waterway, sewer or drain.

Hazardous thermal decomposition products : Decomposition products may include the following materials:
halogenated compounds

Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Contact supplier immediately for specialist advice. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool. If involved in fire, shut off flow immediately if it can be done without risk.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Shut off all ignition sources. No flares, smoking or flames in hazard area. Do not breathe gas. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders : If specialised clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Ensure emergency procedures to deal with accidental gas releases are in place to avoid contamination of the environment. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air). Water polluting material. May be harmful to the environment if released in large quantities. Collect spillage.

Methods and materials for containment and cleaning up

Small spill : Immediately contact emergency personnel. Stop leak if without risk. Use spark-proof tools and explosion-proof equipment.

Large spill : Immediately contact emergency personnel. Stop leak if without risk. Use spark-proof tools and explosion-proof equipment. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures : Put on appropriate personal protective equipment (see Section 8). Contains gas under pressure. Do not get in eyes or on skin or clothing. Do not breathe gas. Avoid release to the environment. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Keep away from clothing, incompatible materials and combustible materials. Keep reduction valves free from grease and oil. Empty containers retain product residue and can be hazardous. Do not puncture or incinerate container. Use equipment rated for cylinder pressure. Close valve after each use and when empty. Protect cylinders from physical damage; do not drag, roll, slide, or drop. Use a suitable hand truck for cylinder movement.

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in a segregated and approved area. Store away from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10). Store locked up. Separate from acids, alkalies, reducing agents and combustibles. Keep container tightly closed and sealed until ready for use. Cylinders should be stored upright, with valve protection cap in place, and firmly secured to prevent falling or being knocked over. Cylinder temperatures should not exceed 52 °C (125 °F).

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Section 8. Exposure controls/personal protection

Ingredient name	Exposure limits
chlorine	**ACGIH TLV (United States, 3/2016).** STEL: 2.9 mg/m³ 15 minutes. STEL: 1 ppm 15 minutes. TWA: 1.5 mg/m³ 8 hours. TWA: 0.5 ppm 8 hours. **NIOSH REL (United States, 10/2013).** CEIL: 1.45 mg/m³ 15 minutes. CEIL: 0.5 ppm 15 minutes. **OSHA PEL (United States, 6/2016).** CEIL: 3 mg/m³ CEIL: 1 ppm **OSHA PEL 1989 (United States, 3/1989).** STEL: 3 mg/m³ 15 minutes. STEL: 1 ppm 15 minutes. TWA: 1.5 mg/m³ 8 hours. TWA: 0.5 ppm 8 hours.

Appropriate engineering controls : Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles and/or face shield. If inhalation hazards exist, a full-face respirator may be required instead.

Skin protection

Hand protection : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

Body protection : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Other skin protection : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection : Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

Section 9. Physical and chemical properties

Appearance

Physical state	: Gas. [GREENISH-YELLOW GAS WITH SUFFOCATING ODOR]
Color	: Colorless. Green. Yellow.
Molecular weight	: 70.9 g/mole
Molecular formula	: Cl2
Boiling/condensation point	: -34°C (-29.2°F)
Melting/freezing point	: -101°C (-149.8°F)
Critical temperature	: 143.85°C (290.9°F)
Odor	: Pungent.
Odor threshold	: Not available.
pH	: Not available.
Flash point	: [Product does not sustain combustion.]
Burning time	: Not applicable.
Burning rate	: Not applicable.
Evaporation rate	: Not available.
Flammability (solid, gas)	: Extremely flammable in the presence of the following materials or conditions: reducing materials, combustible materials, organic materials and alkalis.
Lower and upper explosive (flammable) limits	: Not available.
Vapor pressure	: 85.3 (psig)
Vapor density	: 2.5 (Air = 1)
Specific Volume (ft ^{3}/lb)	: 5.4054
Gas Density (lb/ft ^{3})	: 0.185
Relative density	: Not applicable.
Solubility	: Very slightly soluble in the following materials: cold water.
Solubility in water	: 7.41 g/l
Partition coefficient: n-octanol/water	: Not available.
Auto-ignition temperature	: Not available.
Decomposition temperature	: Not available.
SADT	: Not available.
Viscosity	: Not applicable.

Section 10. Stability and reactivity

Reactivity	: No specific test data related to reactivity available for this product or its ingredients.
Chemical stability	: The product is stable.
Possibility of hazardous reactions	: Hazardous reactions or instability may occur under certain conditions of storage or use. Conditions may include the following: contact with combustible materials Reactions may include the following: risk of causing fire
Conditions to avoid	: No specific data.

Section 10. Stability and reactivity

Incompatible materials : Highly reactive or incompatible with the following materials:
combustible materials
reducing materials
grease
oil

Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Hazardous polymerization : Under normal conditions of storage and use, hazardous polymerization will not occur.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
chlorine	LC50 Inhalation Gas.	Rat	293 ppm	1 hours

IDLH : 10 ppm

Irritation/Corrosion

Not available.

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Name	Category	Route of exposure	Target organs
chlorine	Category 3	Not applicable.	Respiratory tract irritation

Specific target organ toxicity (repeated exposure)

Not available.

Aspiration hazard

Not available.

Information on the likely routes of exposure : Not available.

Potential acute health effects

Eye contact : Causes serious eye damage. Contact with rapidly expanding gas may cause burns or frostbite.

Inhalation : Fatal if inhaled. May cause respiratory irritation.

Skin contact : Causes severe burns. Contact with rapidly expanding gas may cause burns or frostbite.

Section 11. Toxicological information

Ingestion : As this product is a gas, refer to the inhalation section.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : Adverse symptoms may include the following:, pain, watering, redness

Inhalation : Adverse symptoms may include the following:, respiratory tract irritation, coughing

Skin contact : Adverse symptoms may include the following:, pain or irritation, redness, blistering may occur

Ingestion : Adverse symptoms may include the following:, stomach pains

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Not available.

General : No known significant effects or critical hazards.

Carcinogenicity : No known significant effects or critical hazards.

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity : No known significant effects or critical hazards.

Developmental effects : No known significant effects or critical hazards.

Fertility effects : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Not available.

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
chlorine	Acute EC50 5.1 ppm Marine water	Algae - Macrocystis pyrifera - Young	4 days
	Acute EC50 930000 µg/l Fresh water	Aquatic plants - Lemna minor	4 days
	Acute LC50 2.03 µg/l Fresh water	Crustaceans - Asellus racovitzai	2 days
	Acute LC50 30 µg/l Fresh water	Daphnia - Daphnia pulex	48 hours
	Acute LC50 14 µg/l Fresh water	Fish - Oncorhynchus mykiss	96 hours

Persistence and degradability

Not available.

Bioaccumulative potential

Not available.

Mobility in soil

Section 12. Ecological information

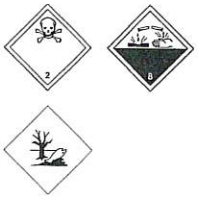
Soil/water partition coefficient (K_{oc}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Empty Airgas-owned pressure vessels should be returned to Airgas. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Do not puncture or incinerate container.

Section 14. Transport information

	DOT	TDG	Mexico	IMDG	IATA
UN number	UN1017	UN1017	UN1017	UN1017	UN1017
UN proper shipping name	CHLORINE	CHLORINE	CHLORINE	CHLORINE	CHLORINE
Transport hazard class(es)	2.3 (5.1, 8)	2.3 (5.1, 8)	2.3 (5.1, 8)	2.3 (8) 	2.3 (8)
Packing group	-	-	-	-	-
Environment	No.	No.	No.	Yes.	No.
Additional information	Toxic - Inhalation hazard Zone B This product is not regulated as a marine pollutant when transported on inland waterways in sizes of ≤5 L or ≤5 kg or by road, rail, or inland air in non-bulk sizes, provided the packagings meet the general provisions of §§ 173.24 and 173.24a. **Reportable quantity** 10 lbs / 4.54 kg Package sizes shipped in quantities less than the product reportable quantity are not subject to the RQ (reportable quantity) transportation requirements. **Limited quantity** Yes. **Packaging instruction**	Product classified as per the following sections of the Transportation of Dangerous Goods Regulations: 2.13-2.17 (Class 2), 2.23-2.25 (Class 5), 2.40-2.42 (Class 8), 2.7 (Marine pollutant mark). The marine pollutant mark is not required when transported by road or rail. **Explosive Limit and Limited Quantity Index** 0 **ERAP Index** 500 **Passenger Carrying Ship Index** Forbidden **Passenger Carrying Road or Rail Index**	-	The marine pollutant mark is not required when transported in sizes of ≤5 L or ≤5 kg.	The environmentally hazardous substance mark may appear if required by other transportation regulations. **Passenger and Cargo Aircraft**Quantity limitation: 0 Forbidden **Cargo Aircraft Only** Quantity limitation: 0 Forbidden

Section 14. Transport information

	Passenger aircraft Quantity limitation: Forbidden. **Cargo aircraft** Quantity limitation: Forbidden. **Special provisions** 2, B9, B14, T50, TP19	Forbidden			

"Refer to CFR 49 (or authority having jurisdiction) to determine the information required for shipment of the product."

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code : Not available.

Section 15. Regulatory information

U.S. Federal regulations : **TSCA 8(a) CDR Exempt/Partial exemption:** Not determined

United States inventory (TSCA 8b): This material is listed or exempted.

Clean Water Act (CWA) 311: chlorine

Clean Air Act (CAA) 112 regulated toxic substances: chlorine

Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs) : Listed

Clean Air Act Section 602 Class I Substances : Not listed

Clean Air Act Section 602 Class II Substances : Not listed

DEA List I Chemicals (Precursor Chemicals) : Not listed

DEA List II Chemicals (Essential Chemicals) : Not listed

SARA 302/304

Composition/information on ingredients

Name	%	EHS	SARA 302 TPQ		SARA 304 RQ	
			(lbs)	(gallons)	(lbs)	(gallons)
chlorine	100	Yes.	100	-	10	-

SARA 304 RQ : 10 lbs / 4.5 kg

SARA 311/312

Classification : Sudden release of pressure
Immediate (acute) health hazard

Composition/information on ingredients

Section 15. Regulatory information

Name	%	Fire hazard	Sudden release of pressure	Reactive	Immediate (acute) health hazard	Delayed (chronic) health hazard
chlorine	100	No.	Yes.	No.	Yes.	No.

SARA 313

	Product name	CAS number	%
Form R - Reporting requirements	chlorine	7782-50-5	100
Supplier notification	chlorine	7782-50-5	100

SARA 313 notifications must not be detached from the SDS and any copying and redistribution of the SDS shall include copying and redistribution of the notice attached to copies of the SDS subsequently redistributed.

State regulations

Massachusetts : This material is listed.
New York : This material is listed.
New Jersey : This material is listed.
Pennsylvania : This material is listed.

International regulations

International lists

National inventory

Australia : This material is listed or exempted.
Canada : This material is listed or exempted.
China : This material is listed or exempted.
Europe : This material is listed or exempted.
Japan : Not determined.
Malaysia : This material is listed or exempted.
New Zealand : This material is listed or exempted.
Philippines : This material is listed or exempted.
Republic of Korea : This material is listed or exempted.
Taiwan : This material is listed or exempted.

Canada

WHMIS (Canada) : Class A: Compressed gas.
Class D-1A: Material causing immediate and serious toxic effects (Very toxic).
Class E: Corrosive material

CEPA Toxic substances: This material is not listed.
Canadian ARET: This material is not listed.
Canadian NPRI: This material is listed.
Alberta Designated Substances: This material is not listed.
Ontario Designated Substances: This material is not listed.
Quebec Designated Substances: This material is not listed.

Section 16. Other information

Canada Label requirements : Class A: Compressed gas.
Class D-1A: Material causing immediate and serious toxic effects (Very toxic).
Class E: Corrosive material

Hazardous Material Information System (U.S.A.)

Health	4
Flammability	0

Section 16. Other information

Physical hazards	2

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks Although HMIS® ratings are not required on SDSs under 29 CFR 1910. 1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered mark of the National Paint & Coatings Association (NPCA). HMIS® materials may be purchased exclusively from J. J. Keller (800) 327-6868.

The customer is responsible for determining the PPE code for this material.

National Fire Protection Association (U.S.A.)

Reprinted with permission from NFPA 704-2001, Identification of the Hazards of Materials for Emergency Response Copyright ©1997, National Fire Protection Association, Quincy, MA 02269. This reprinted material is not the complete and official position of the National Fire Protection Association, on the referenced subject which is represented only by the standard in its entirety.

Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

Procedure used to derive the classification

Classification	Justification
Ox. Gas 1, H270	Expert judgment
Press. Gas Comp. Gas, H280	According to package
Acute Tox. 2, H330	On basis of test data
Skin Corr. 1, H314	Expert judgment
Eye Dam. 1, H318	Expert judgment
STOT SE 3, H335	Expert judgment
Aquatic Acute 1, H400	Expert judgment
Aquatic Chronic 1, H410	On basis of test data

History

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Date of issue/Date of revision : 3/23/2017

Date of previous issue : No previous validation

Version : 0.01

Key to abbreviations : ATE = Acute Toxicity Estimate
BCF = Bioconcentration Factor
GHS = Globally Harmonized System of Classification and Labelling of Chemicals
IATA = International Air Transport Association
IBC = Intermediate Bulk Container
IMDG = International Maritime Dangerous Goods
LogPow = logarithm of the octanol/water partition coefficient
MARPOL 73/78 = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
UN = United Nations

References : Not available.

◤ Indicates information that has changed from previously issued version.

Notice to reader

Section 16. Other information

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.
Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

JCI
Jones Chemicals Inc.

AFFIDAVIT OF COMPLIANCE

CHLORINE

JCI Jones Chemicals, Inc. hereby guarantees that the chlorine comprising each shipment or other delivery made to the buyer complies with all applicable requirements of the AWWA Standard for Liquefied Chlorine, AWWA B301-18.

We believe the above certification holds true until such a time as the AWWA Standard for Liquefied Chlorine is amended or the above certification is revoked in writing.

In addition, this product is certified under the ANSI/NSF Standard 60.

Very truly yours,

JCI JONES CHEMICALS, INC.

Cris Blomgren

Cris Blomgren
Office Manager / Sales Coordinator
1401 Del Amo Blvd.
Torrance, CA 90501
310-523-1629

JCI JONES CHEMICALS, INC.
Product Specification
Sunny Sol® 150

	SPECIFICATION		
	MINIMUM	TYPICAL	MAXIMUM
Sodium Hypochlorite			
Weight Percent	12.5	14.0	15.6
Excess Sodium Hydroxide			
Weight Percent	0.1	0.6	2.0
Grams/Liter	1.2	7.7	25.0
Available Chlorine			
Weight Percent	11.9	13.3	14.8
Trade (Volume) Percent	14.2	16.1	18.5
Grams/Liter	142	161.4	185
Specific Gravity @ 68°F (20°C)	1.196	1.211	1.249
Weight of Solution @ 68°F (20°C)	10.0	10.1	10.4

Inert Ingredients		MAXIMUM
Sodium Carbonate	Na_2CO_3	0.5% wt
Sodium Chloride	NaCl	12.5% wt

Inorganic Salts		TYPICAL	MAXIMUM
Copper	Cu	0.7 mg/L	0.5% wt
Iron	Fe	2.0 mg/L	0.5% wt
Nickel	Ni	<1.0 mg/L	3.0 ppm
Manganese	Mn	0.1 mg/L	1.0 ppm
Silicon	Si		100 ppm

Always read and follow the product label and Material Safety Data Sheet (MSDS).

Description

This product is a water solution of sodium hypochlorite. Inert ingredients, other than water and salt, include trace metallic and inorganic salt contaminants from raw materials and natural decomposition products. This product is registered with the USEPA (EPA Registration Number: 1744-20001), has USDA approvals D2, 3D, Q4 and B1, meets ANSI/AWWA Standard B300-99, meets the FDA requirements of 21 CFR 178.1010, and meets the requirements of ANSI/NSF Standard 60.

This specification is based on registration requirements, mathematical calculation and historical product variability. JCI Jones Chemicals, Inc. does not make any expressed or implied warranty that future production will demonstrate or continue to possess typical properties.

SAFETY DATA SHEET

RESPONSIBLE CARE®
OUR COMMITMENT TO SUSTAINABILITY

1. Identification

Product identifier	Sunny Sol® 150
Other means of identification	
SDS number	1201001
Synonyms	Sodium Hypochlorite Solution, Bleach.
Recommended use	Disinfection of Drinking Water, Sewage & Wastewater Effluent Treatment, Swimming Pool Water Disinfection. Please contact JCI Jones Chemicals, Inc. for additional recommended uses.
Recommended restrictions	None known.
Company name	JCI Jones Chemicals, Inc.
Address	1765 RIngling Boulevard Sarasota, FL 34236
General Information	
Telephone	(800) 477-1078
Website	www.jcichem.com
Emergency phone number	CHEMTREC US: 1-800-424-9300 Canada: 1-800-567-7455

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	Hazardous to the aquatic environment, acute hazard	Category 1
	Hazardous to the aquatic environment, long-term hazard	Category 2
OSHA defined hazards	Not classified.	

Label elements

Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. May cause respiratory irritation. Very toxic to aquatic life. Toxic to aquatic life with long lasting effects.
Precautionary statement	
Prevention	Wear protective gloves/protective clothing/eye protection/face protection. Do not breathe mist or vapor. Use only outdoors or in a well-ventilated area. Wash thoroughly after handling. Keep only in original container. Avoid release to the environment.
Response	If swallowed: Rinse mouth. Do NOT induce vomiting. If inhaled: Remove person to fresh air and keep comfortable for breathing. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse. Absorb spillage to prevent material damage. Collect spillage.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up. Store in corrosive resistant container with a resistant inner liner.

Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	None known.

Supplemental information

Contact with acids liberates toxic gas.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Sodium hypochlorite	7681-52-9	12.5 - 15.6
Sodium hydroxide	1310-73-2	0.1 - 2.0

4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Take off immediately all contaminated clothing. Wash off IMMEDIATELY with plenty of water for at least 15-20 minutes. Get medical attention immediately. Wash contaminated clothing before reuse. Call a physician or poison control center immediately.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive effects. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
Indication of immediate medical attention and special treatment needed	Treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. With eye exposure, continue flushing during transport to hospital.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry extinguishing media that contains ammonium compounds.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire-fighting equipment/instructions	In case of fire and/or explosion do not breathe fumes. Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Wear appropriate personal protective equipment. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Absorb spillage to prevent material damage. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see Section 8 of the SDS.
Methods and materials for containment and cleaning up	Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills in original containers for re-use. For waste disposal, see Section 13 of the SDS.
Environmental precautions	Do not discharge into drains, water courses or onto the ground. Environmental manager must be informed of all major releases.

7. Handling and storage

Precautions for safe handling	Wear appropriate personal protective equipment. Do not get in eyes, on skin, on clothing. Use with adequate ventilation. Observe good industrial hygiene practices. Do not apply heat or direct sunlight. Temperature and product concentration affect product quality and decomposition rates.

Conditions for safe storage, including any incompatibilities	Keep container tightly closed. Store in a cool and well-ventilated place. Store in a corrosive resistant container. Consult container manufacturer for additional guidance. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents, and all metals except titanium.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
Sodium hypochlorite (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eye/face protection	Wear safety glasses with side shields (or goggles) and a face shield. Wear a full-face respirator, if needed.
Skin protection	
Hand protection	Wear appropriate chemical resistant gloves.
Other	Wear appropriate chemical resistant clothing. Reports indicate that sodium hypochlorite can react with various fabrics usually increasing with concentration. Reactions vary significantly depending on strength of chemical, material, fabric treatment and color of dyes. FRC treated cotton has a stronger response than plain cotton. Poly blend fabrics and meta aramid fabric have a weaker response than natural fibers. Contact the Personal Protective Equipment manufacturer for specific information about their products.
Respiratory protection	If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state	Liquid.
Form	Liquid.
Color	Not available.
Odor	Pungent.
Odor threshold	0.9 mg/m³
pH	12 - 14 (25 °C/77 °F)
Melting point/freezing point	-11 °F (-24 °C) (12.5% solution)
Initial boiling point and boiling range	Not available.
Flash point	Not applicable

Evaporation rate	No data available
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg (20°C/68°F)
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Completely miscible
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not applicable
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Bulk density	Not applicable
Molecular formula	NaOCl
Molecular weight	74.5 g/mol

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Contact with incompatible materials. Avoid ultraviolet (UV) light sources. Excessive heat. Reacts violently with strong acids. Acid contact will produce chlorine gas. Amine contact will produce chloramines.
Incompatible materials	Strong oxidizing agents. Acids. Metals. Organic compounds. Ammonia.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Ingestion	Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea. Ingestion may produce burns to the lips, oral cavity, upper airway, esophagus and possibly the digestive tract.
Inhalation	Vapors and spray mist may irritate throat and respiratory system and cause coughing.
Skin contact	Causes skin burns.
Eye contact	Causes eye burns.
Symptoms related to the physical, chemical and toxicological characteristics	Corrosive effects. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.

Information on toxicological effects

Acute toxicity: Occupational exposure to the substance or mixture may cause adverse effects.

Product	Species	Test Results
Sodium Hypochlorite, 5 - 17% (CAS Mixture)		
Acute		
Dermal		
LD50	Rabbit	> 2 g/kg
Oral		
LD50	Rat	3 - 5 g/kg

* Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation	Causes severe skin burns and eye damage.
Serious eye damage/eye irritation	Causes serious eye damage.
Respiratory or skin sensitization	
Respiratory sensitization	No data available.
Skin sensitization	No data available.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.
IARC Monographs. Overall Evaluation of Carcinogenicity	
Sodium hypochlorite (CAS 7681-52-9)	3 Not classifiable as to carcinogenicity to humans.
Reproductive toxicity	No data available.
Specific target organ toxicity - single exposure	May cause respiratory irritation.
Specific target organ toxicity - repeated exposure	No data available.
Aspiration hazard	Not classified, however droplets of the product may be aspirated into the lungs through ingestion or vomiting and may cause a serious chemical pneumonia.
Chronic effects	Prolonged or repeated overexposure causes lung damage.
Further information	Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity — Very toxic to aquatic life. Toxic to aquatic life with long lasting effects.

Product		Species	Test Results
Sodium Hypochlorite, 5 - 17% (CAS Mixture)			
Aquatic			
Crustacea	LC50	Daphnia	1 mg/l
Fish	LC50	Bluegill (Lepomis macrochirus)	0.6 mg/l, 48 hours

* Estimates for product may be based on additional component data not shown.

Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available for this product.
Mobility in soil	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. This material and its container must be disposed of as hazardous waste. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	Hypochlorite solutions
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, N34, T4, TP2, TP24

Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

IATA

UN number	UN1791
UN proper shipping name	Hypochlorite solution
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Environmental hazards	Yes
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Environmental hazards	
Marine pollutant	Yes
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

15. Regulatory information

US federal regulations: This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2)	LISTED
Sodium hypochlorite (CAS 7681-52-9)	LISTED

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories	Immediate Hazard - Yes Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical	Yes

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA)	Not regulated.

US state regulations

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
Sodium hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
Sodium hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
Sodium hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
Sodium hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

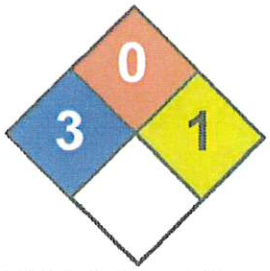
Not listed.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s). A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

USEPA Registration Number	1744-20001
ANSI/NSF Standard 60 Certified	Maximum Use Level: 80 mg/L
AWWA Standard	AWWA B300-10
USDA Authorized Uses	3D, B1, D2, L1, Q4
Issue Date	December 1, 2014 Revision Date N/A
NFPA Ratings	

List of abbreviations	LD50: Lethal Dose, 50%. LC50: Lethal Concentration, 50%. EC50: Effective concentration, 50%. TWA: Time weighted average.
References	EPA: AQUIRE database HSDB® - Hazardous Substances Data Bank US. IARC Monographs on Occupational Exposures to Chemical Agents IARC Monographs. Overall Evaluation of Carcinogenicity ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices Olin Chlor Alkali Products Safety Data Sheet

Disclaimer	This information is provided without warranty. The information is believed to be correct. This information should be used to make an independent determination of the methods to safeguard workers and the environment.

CERTIFICATE OF COMPLIANCE

Certificate Number	20140416-MH18026
Report Reference	MH18026-20020819
Issue Date	2014-APRIL-16

Issued to:	JCI JONES CHEMICALS INC 1765 RINGLING BLVD SARASOTA FL 34236
This is to certify that representative samples of	DRINKING WATER TREATMENT CHEMICALS Sunny Sol® 150", "Sunny Sol® 100 Plus", Sunny Sol® 100", "Sunny Sol® Bleach
	Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.
Standard(s) for Safety:	NSF/ANSI 60 - Drinking Water Treatment Chemicals - Health Effects
Additional Information:	See the UL Online Certifications Directory at www.ul.com/database for additional information

Only those products bearing the UL Classification Mark for the U.S. and Canada should be considered as being covered by UL's Classification and Follow-Up Service and meeting the appropriate U.S. and Canadian requirements.

The UL Classification Mark includes: the UL in a circle symbol: with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) as indicated in the appropriate UL Directory. The UL Classification Mark for Canada includes: the UL Classification Mark for Canada: with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) in English, French, or English/French as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product.

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

William R. Carney

William R. Carney, Director, North American Certification Programs

UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please contact a local UL Customer Service Representative at www.ul.com/contactus

JCI
Jones Chemicals Inc.

AFFIDAVIT OF COMPLIANCE

SODIUM HYPOCHLORITE

JCI Jones Chemicals, Inc. hereby guarantees that the sodium hypochlorite solution comprising each shipment or other delivery made to the buyer complies with all applicable requirements of the AWWA Standard for Hypochlorites, AWWA B300-18.

We believe the above certification holds true until such a time as the AWWA Standard for Hypochlorites is amended or the above certification is revoked in writing.

In addition, this product is certified under the ANSI/NSF Standard 60.

Very truly yours,

JCI JONES CHEMICALS, INC.

Cris Blomgren

Cris Blomgren
Office Manager / Sales Coordinator
1401 Del Amo Blvd.
Torrance, CA 90501
310-523-1629

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	JCI JONES CHEMICALS, INC.
Entity No.:	1857331
Registration Date:	04/30/1993
Entity Type:	Stock Corporation - Out of State - Stock
Formed In:	NEW YORK
Status:	Active

The above referenced entity is active on the Secretary of State's records and is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 20, 2023.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 075138224

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

JCI
Jones Chemicals Inc.

JCI Jones Chemicals, Inc.
Consent to Shareholder Action

January 14, 2022

I, the undersigned shareholder, being the holder of all shares of stock of the above company now outstanding, hereby resolve as follows:

1. **Cris Blomgren**, Office Manager
2. **Tim Ross**, Branch Manager

are hereby authorized to submit and sign bids, contracts and other documents pertaining thereto of this Corporation, to municipalities and other for the sale of company products.

Jeffrey W. Jones, C.E.O. & President

Attest:

Summer Mello, National Sales Coordinator

Corporate Offices • 1765 Ringling Blvd • Sarasota, Florida 34236 • *telephone:* 941.330.1537 • *facsimile:* 941.330.9657 • 800.477.1078
Branch Locations • Warwick, NY • Caledonia, NY • Barberton, OH • Riverview, MI • Merrimack, NH • Charlotte, NC
Jacksonville, FL • Beech Grove, IN • Milford, VA • Tacoma, WA • Torrance, CA
www.jcichemicals.com

Payment Instructions: ACH and Wire

BANK:	Bank OZK 8300 Douglas Ave- Suite 810 Dallas, TX 75225 Ray Dunavant: (214) 750-4800
BENEFICIARY:	JCI Jones Chemicals Inc
ACCOUNT #:	2804444623
ACCOUNT TYPE:	Checking
ACH ROUTING #:	082907273
WIRE ROUTING #:	082907273

Please email payment remittance advice to ar@jcichem.com.

Should you have any questions please contact our Accounts Receivable department using the email address above.

Thank you!

JCI Jones Chemicals, Inc

Corporate Offices • 1765 Ringling Blvd. • Sarasota, Florida 34236 • *telephone:* 941.330.1537 • *facsimile*: 941.330.9657 • 800.477.1078
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Jacksonville, FL • Beech Grove, IN • Milford, VA • Tacoma, WA • Torrance, CA
www.jcichemicals.com

City Council Meeting **G. 20.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the agreement with Landfill Gas Engineering, Inc. for air quality sampling and analysis services for the wastewater treatment plant and landfill with an initial one (1) year term and an option to extend for one (1) additional year for a total amount not-to-exceed $250,000, 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 motions are provided:

1. I move that City Council determine approval of an agreement with Landfill Gas Engineering, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the agreement with Landfill Gas Engineering, Inc.

RECOMMENDATION:

Staff recommends that City Council determine that approval of an agreement with Landfill Gas Engineering, 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 a $125,000 agreement with Landfill Gas Engineering, Inc. for air quality sampling and analysis services for the wastewater treatment plant and landfill with an initial one (1) year term and an option to extend for one (1) additional year for a total amount not-to-exceed $250,000.

DISCUSSION:

The City's Wastewater Treatment Plant (WWTP) and Municipal Landfill are authorized to operate under South Coast Air Quality Management District (SCAQMD) Permit No. G31625. This combined permit was issued due to the WWTP and landfill close proximity and shared equipment (i.e., combined flare). The permit establishes emission rating limits that require sampling, analysis, and reporting of various pollutants, which requires contractor support.

On February 27, 2024, staff issued a Request for Bids (RFB) to qualified Contractors to provide air quality sampling and analysis services. Bids were received from the following two (2) Contractors prior to the March 12, 2024 submittal deadline:

Bid Opening Report Summary

Company Name, Location	Total Bid Amount
1. Landfill Gas Engineering, Inc., Yorba Linda CA	$124,588
2. Quantum Analytical Services, Inc. Carson CA	$142,021

After conducting a comprehensive review and analysis, staff determined that Landfill Gas Engineering (LFG) submitted the lowest responsive and responsible bid. Therefore, staff recommends City Council approval of an agreement with LFG, with an initial term of one (1) year and a not-to-exceed amount of $125,000. If approved, the Agreement may be extended for an additional one (1) year term with a not-to-exceed amount of $125,000, resulting in a total potential agreement value of $250,000. Services will be provided only when requested by staff. Approval of the agreement with LFG is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act since the proposed action is not expected 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:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jungjoon Park, Laboratory Manager

Fiscal Impact

Fiscal Year:	FY 24/25
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$100,000
Budgeted Y/N:	Yes
Account No.:	521900

Discussion:

There is no fiscal impact associated with this action. Sufficient funding for these services is included in the Fiscal Year 24/25 Wastewater Service (521900-6106) Budget.

Fiscal Year:	FY 24/25
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$25,000
Budgeted Y/N:	Yes
Account No.:	511900

Discussion:

There is no fiscal impact associated with this action. Sufficient funding for these services is included in the Fiscal Year 24/25 Landfill Service (511900-6106) Budget.

Attachments

Bid Report
Bid Analysis
LFG Agreement

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT
REVISED

The following bids were opened on the **12th day of March 2024 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Air Quality Sampling and Analysis – 20240227-01JP**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Addenda Acknowledged (N/A)	Total Bid Amount
1	Landfill Gas Engineering Inc., LFG Yorba Linda CA	Yes	N/A	$124,588.00
2	Quantum Analytical Services, Carson CA	Yes	N/A	$142,021.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Jung Park; LaWanda Butler; Fernando Mata

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

PART 4 PRICE AND FEE BID
BID #20240227-01JP
AIR QUALITY SAMPLING AND ANALYSIS

BID DATE: 2/27/24
FISCAL YEAR: 2024/2025

Annual P.O. **Landfill Gas Engineering Inc.**

ITEM #	DESCRIPTION	SUB ITEM #		EST QTY (a)	UNIT OF MEASURE	LANDFILL GAS ENGINEERING INC.	
						UNIT PRICE	EXTENDED AMOUNT* (a x b)
1	Sample Collection: See item 1 in Scope of Services	a.	Sulfur Compounds (TRS) (SCAQMD 307-91)	52 weeks	per weekly sampling event	$940.00	$48,880.00
		b.	HHV, F factor (ATSM 1945/3588)				
		c.	Siloxanes (GC-MS TO 15)				
		d.	Surcharge for Rush (1-2 days)	12	per request	$0.00	$0.00
2	Sample Collection Consumables: See item 2 in Scope of Services	a.	Sulfur Compounds (TRS) (SCAQMD 307-91)	156	each individual sample	$6.00	$936.00
		b.	HHV, F factor (ATSM 1945/3588)	156	each individual sample	$6.00	$936.00
		c.	Siloxanes (GC-MS TO 15)	12	each individual sample	$6.00	$72.00
3	Sample Analysis: See item 3 in Scope of Services	a.	Sulfur Compounds (TRS) (SCAQMD 307-91)	156	each individual sample	$225.00	$35,100.00
		b.	HHV, F factor (ATSM 1945/3588)	156	each individual sample	$225.00	$35,100.00
		c.	Siloxanes (GC-MS TO 15)	12	each individual sample	$297.00	$3,564.00
		d.	Surcharge for Rush (1-2 days)	12	per request	$0.00	$0.00
4	Additional costs not listed in item 1, 2, 3 to complet required tasks (list items separately)	a. b. c. d.	N/A	0	N/A	$0.00	$0.00
					TOTAL SUM BID (Item 1 - 4)	**$124,588.00**	

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

PART 4 PRICE AND FEE BID
BID #20240227-01JP
AIR QUALITY SAMPLING AND ANALYSIS

BID DATE: 2/27/24
FISCAL YEAR: 2024/2025

Annual P.O. Quantum Analytical Services

ITEM #	DESCRIPTION	SUB ITEM #		EST QTY (a)	UNIT OF MEASURE	QUANTUM ANALYTICAL SERVICES	
						UNIT PRICE	EXTENDED AMOUNT* (a x b)
1	Sample Collection: See item 1 in Scope of Services	a.	Sulfur Compounds (TRS) (SCAQMD 307-91)	52 weeks	per weekly sampling event	$700.00	$36,400.00
		b.	HHV, F factor (ATSM 1945/3588)				
		c.	Siloxanes (GC-MS TO 15)				
		d.	Surcharge for Rush (1-2 days)	12	per request	$960.00	$11,520.00
2	Sample Collection Consumables: See item 2 in Scope of Services	a.	Sulfur Compounds (TRS) (SCAQMD 307-91)	156	each individual sample	$17.25	$2,691.00
		b.	HHV, F factor (ATSM 1945/3588)	156	each individual sample	$17.28	$2,691.00
		c.	Siloxanes (GC-MS TO 15)	12	each individual sample	$17.25	$207.00
3	Sample Analysis: See item 3 in Scope of Services	a.	Sulfur Compounds (TRS) (SCAQMD 307-91)	156	each individual sample	$242.00	$37,752.00
		b.	HHV, F factor (ATSM 1945/3588)	156	each individual sample	$225.00	$35,100.00
		c.	Siloxanes (GC-MS TO 15)	12	each individual sample	$275.00	$3,300.00
		d.	Surcharge for Rush (1-2 days)	12	per request	$1,030.00	$12,360.00
4	Additional costs not listed in item 1, 2, 3 to complet required tasks (list items separately)	a. b. c. d.	N/A	0	N/A	$0.00	$0.00
					TOTAL SUM BID (Item 1 - 4)	**$142,021.00**	

An error was found on Quantum's bid sheet.

1. Adjusted Item #1 d. $960 to $260 and $11,520 to $3,120
2. Adjusted Item #3 d $1030 to $288 and 12,360 to $3,456
3. Adjusted total sum bid to $124,717

Despite Quantum's bid price going down after making adjustments, LFG remains the lowest and most responsive bidder.

LFG $124,588
Quantum $124,717

Jungjoon Park

AGREEMENT TO PERFORM AIR QUALITY SAMPLING AND ANALYSIS SERVICES

This agreement for the provision of Air Quality Sampling and Analysis ("Agreement") is made and entered in this 18th day of June, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Landfill Gas Engineering Inc. a California corporation ("Contractor"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform Air Quality Sampling and Analysis services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates John R. Harris, Municipal Utilities and Engineering Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The Services shall commence immediately after the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "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 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 Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

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

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of One Hundred Twenty-Five Thousand Dollars ($125,000) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of One Hundred Twenty-Five Thousand Dollars ($125,000) for the Extended Term bringing the total possible amount of compensation to a not-to-exceed amount of Two Hundred Fifty Thousand Dollars ($250,000). For the Initial Term and Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B" titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

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

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

CITY	CONTRACTOR
City Clerk City of Redlands	Salar Aliassar, President Landfill Gas Engineering, Inc.

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

5511 Mirage St. #1021
Yorba Linda, CA, 92886
Salar@LFG-Eng.coml
(657) 767-4352

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 "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. Contractor 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 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 ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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	Landfill Gas Engineering Inc.
By: _____	By: _____
Eddie Tejeda, Mayor	Salar Aliassar, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Contractor must possess the skills, licenses, certifications, and professional expertise necessary to provide the sampling and analytical services to the City at a level of competency presently maintained by other environmental testing laboratories in the industry that provide similar types of services.

SPECIFICATIONS AND MINIMUM REQUIREMENTS

Laboratory Certification and Requirements: The laboratory conducting the sampling and analysis must be appropriately certified and comply with the procedure and requirements of the South Coast Air Quality Management District (SCAQMD) to perform the analyses specified in the scope for the duration of the Contract. Utilization of a third-party laboratory is permissible; however, it must not incur any additional costs for the City. Certification documentation must be provided before commencing any work.

https://www.aqmd.gov/home/research/methods-procedures.

Service Location: Must be within 50 miles from the City's Wastewater Treatment Plant (WWTP) 1950 Nevada St., Redlands, CA 92373.

SAMPLING REQUIREMENTS:

1. Provide weekly air quality sample collection at two-three locations for

a. Sulfur Compounds (TRS) analysis;
b. HHV, F factor (ATSM 1945/3588) analysis;

2. Provide as needed sample collection for Siloxanes (GC-MS TO 15) analysis. If ordered, sample to be collected as part of weekly sample collection for Sulfur Compounds and HHV, F factor;

3. Provide as needed rush sample collection to be performed within 1-2 business days;

4. Unit price for air quality sample collection to include travel to and from the WWTP, fuel costs, hourly rate, sampling equipment, and any other associated cost, with exception to sample collection consumables;

a. Sample collection to be performed within 5 working days from the date of order unless otherwise specified;
b. All sample collection to be performed in a safe manner, using the appropriate personal protective equipment, and in accordance with the City's safety practices and site-specific contractor requirements; and
c. Sample collection is expected to be performed in locations with positive gas pressure.

5. Air Quality Sample Collection Consumables

a. Provide consumable supplies for weekly air quality sample collection at two-three locations for

1) Sulfur Compounds (TRS) analysis;

2) HHV, F factor (ATSM 1945/3588) analysis;

b. Provide consumable supplies for as needed sample collection for Siloxanes (GC-MS TO 15) analysis.

AIR QUALITY SAMPLE ANALYSIS

1. Provide weekly air quality sample analysis of two-three samples for Sulfur Compounds (TRS) (SCAQMD 307-91);

2. Provide weekly sample analysis of three samples for HHV, F factor (ATSM 1945/3588);

3. Provide as needed sample analysis for Siloxanes (GC-MS TO 15);

4. Provide as needed rush sample analysis with results submitted within 1-2 business days;

5. Unit price for air quality sample analysis to include all associated costs to perform analysis and a written report of results;

6. Sample analysis results to be provided via email within 5 working days from analysis unless otherwise specified; and

7. Contractor shall immediately the City if a sample fails QA/QC standards, there is equipment or other failure, or the sample is deemed insufficient to process in any way.

CUSTOMER SERVICES AND OTHER REQUIREMENTS

1. Billing shall be performed monthly and in accordance with the Price and Fee Bid Sheet.

2. The Laboratory shall comply with all applicable Federal, State and local laws during the period of the contract.

3. The bidder will be required to enter into a service agreement with the City to perform services for the duration of the Contract Term.

EXHIBIT "B"

PRICE AND FEE BID

Item #	Description	Sub Item #	Est' QTY (a)	Unit	Unit Price (b)	Extended Amount (a x b)
1	Sample Collection: See Item 1 in Scope of Services	a. Sulfur Compounds (TRS) (SCAQMD 307-9)	52 weeks	Per weekly	$940	$48,880
		b. HHV, F factor (ASTM 1945/3588)				
		c. Siloxanes (GC-MS TO 15)				
		d. Surcharge for Rush (1-2 days)	12	Per request	$0	$0
2	Sample Collection Consumables	a. Sulfur Compounds (TRS) (SCAQMD 307-9)	156	Each Individual Sample	$6	$936
		b. HHV, F factor (ASTM 1945/3588)	156	Each Individual Sample	$6	936
		c. Siloxanes (GC-MS TO 15)	12	Each Individual Sample	$6	$72
3	Sample Analysis	a. Sulfur Compounds (TRS) (SCAQMD 307-9)	156	Each Individual Sample	$225	$35,100
		b. HHV, F factor (ASTM 1945/3588)	156	Each Individual Sample	$225	$35,100
		c. Siloxanes (GC-MS TO 15)	12	Each Individual Sample	$297	$3,564
		d. Surcharge for Rush (1-2)	12	Per request	$0	$0

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.

Landfill Gas Engineering Inc.

By:_____ Date: _____

Salar Aliassar, President

City Council Meeting **G. 21.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Professional Services Agreement with Dudek for the Wellhead Perchlorate Treatment System Project revising the Initial Term to the Agreement and providing for a one-year extension, and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of a First Amendment to the Professional Services Agreement with Dudek for the Wellhead Perchlorate Treatment Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and
2. Approve the First Amendment to the Professional Services Agreement with Dudek for the Wellhead Perchlorate Treatment Project

RECOMMENDATION:

Staff recommends that City Council determine that approval of the First Amendment to the Professional Services Agreement with Dudek for the Wellhead Perchlorate Treatment System Project 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 the First Amendment to the Professional Services Agreement with Dudek for the Wellhead Perchlorate Treatment System Project.

DISCUSSION:

The Redlands Municipal Utilities and Engineering Department (MUED) operates and maintains more than forty (40) groundwater wells throughout the City to provide potable and non-potable water to more than 23,000 water customer account locations. These wells extract groundwater from the Bunker Hill Basin and are generally located along two (2) primary watershed conveyance channels, the Santa Ana River and Mill Creek. The City's ability to supplement surface water treatment with these groundwater wells is critically important during periods of significant drought.

Trace amounts of perchlorate, well below reportable thresholds, persist in the Bunker Hill Basin. Perchlorates are commercially produced salts that are primarily used as oxidizers for pyrotechnic devices and are commonly used in rocket fuels and fertilizers. The California State Water Resources Control Board (SWRCB) regulates chemical compounds in public drinking water systems and has historically permitted the blending of water with varying chemical constituents as mitigation for the presence of specific chemical compounds. It is anticipated that the SWRCB will soon reduce the perchlorate maximum contaminant level (MCL) threshold and require public drinking water systems to employ treatment technologies prior to distributing drinking water to customers.

In order to prepare for this anticipated perchlorate MCL reduction threshold, MUED staff developed a scope of work and solicited proposals from qualified consultants to develop a wellhead perchlorate treatment system for Well 38 and Well 39. City Council approved a Professional Services Agreement (Agreement) with Dudek on December 6, 2022 to execute this project. Dudek has made significant progress toward successfully completing this project. However, the final plans, specifications, and construction cost estimate are not yet complete and the Agreement must be amended to complete this project. The First Amendment to the Dudek Agreement revises the Initial Term to twenty-four (24) months and allows for a one-year extension if necessary. All other Agreement terms remain unchanged.

Approval of the First Amendment to the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA), which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. There is no possibility that approval of the First Amendment will result in 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
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 23/24
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y

Discussion:

There is no fiscal impact associated with this action.

Attachments

Dudek Professional Service Agreement
First Amendment

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional engineering services ("Agreement") is made and entered in this 6th day of December, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Dudek ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to design and prepare plans and specifications for City for a wellhead perchlorate treatment system to be constructed in the future (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

2.3 Consultant shall not be liable to and/or indemnify City and/or any third party related to any inconsistencies between Consultant's data projections and estimates and actual costs and/or quantities realized by City and/or any third party in the future, except to the extent such inaccuracies are caused by Consultant's negligent performance hereunder.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

3.2 City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use

and reasonably rely upon all such information and services provided by City or others in performing Consultant's services under this Agreement.

3.3 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others for this project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

3.4 City shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of eighteen (18) months from the Effective Date of this Agreement, unless terminated earlier as provided herein.

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

4.4 Consultant is not responsible for damage or delay in performance caused by events beyond the reasonable control of Consultant. In the event Consultant's services are suspended, delayed or interrupted for the convenience of City or delays occur beyond the reasonable control of Consultant, an equitable adjustment in Consultant's time of performance and cost of Consultant's personnel and subcontractors may be made.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of five hundred twelve thousand one hundred seventy dollars ($512,170). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Cost Proposal," which is attached hereto and incorporated herein by reference.

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

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

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

CITY:

John R. Harris, MUED Director
City of Redlands
35 Cajon Street, Suite 15A
P.O. Box 3005 (mailing)
Redlands, CA 92373
jharris@cityofredlands.org
Phone: (909) 798-7658

CONSULTANT:

Bob Ohlund, P.E., Vice President
Dudek
3544 University Avenue
Riverside, CA 92501
(949) 373-8313

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property to the extent caused by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of City, provided, however, Consultant shall be responsible for City's defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness or willful misconduct.

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be

made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

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

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

8.9 The services to be performed by Consultant are intended solely for the benefit of City. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

DUDEK

By: _____
Bob Ohlund, P.E., Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

[ATTACHED]

DETAILED SCOPE OF WORK

Dudek and our subconsultants have carefully reviewed and collectively discussed the Scope of Work provided in the RFP. Scoping for the Preliminary Design Phase requires little modification. Where necessary, we have included optional items that we feel provide the City with added value.

The scope of work for the Final Design Phase, however, is dependent on the results of the PDR; therefore, the approach and scope should be confirmed once the preferred alternative is selected. If the outcome of preliminary design favors changes to the approach and scope assumed for Final Design, Dudek will work with the City at that time to address any needs for a scope and fee amendment, if applicable.

Consistent with the Scope of Work provided in the RFP, the following sections summarize the proposed scope of work for each project task. Black text is the scope of work as stated in the City's RFP, to which no additions have been made. *Blue italics text represents assumptions, clarifications, and proposed optional scope items by the Dudek team. A detailed scope of work will be provided to the City upon selection of the Dudek team. The City and Dudek team will jointly develop a more detailed scope of work. The following should be viewed as a starting point for that scope's development.*

TASK 1 - PROJECT MANAGEMENT AND QA/QC

Consultant will provide project management as outlined below, as a minimum.

Task 1.1 - Project Kick-Off Meeting

The project kick-off meeting will be scheduled immediately after receipt of a notice-to- proceed. At this kickoff meeting, project reporting/communication protocols will be established. An initial project construction schedule will be prepared including design, bidding, construction, and ~~post construction~~ activities. Also, any key technical issues will be discussed to establish the project guideline. This meeting will include the Consultant's Project Manager and Process Engineer.

Consultant will prepare an agenda for MUED's review prior to the meeting. Consultant will draft meeting minutes with action items to be distributed within five working days following the meeting.

This meeting is assumed to be held in-person at MUED's office. Dudek has not included scope or fee for post-construction activities. Kickoff meeting will include two (2) Dudek team members and two (2) N2W team members.

Task 1.2 - Quality Assurance / Quality Control (QA/QC)

Submittals for the Preliminary Design Report, 60%, 90%, and Final Design will be reviewed by a Consultant's senior manager knowledgeable in similar projects and not directly involved with the day-to-day project activities prior to delivery. The Senior Manager, as part of his/her review, will review the process and operation systems of the proposed treatment plants.

Per our organizational chart, our team has designated Charles Greely, PE, LEED AP, QSD as our QA/QC manager.

Task 1.3 - Project Management

This task addresses the management responsibilities associated with proper scheduling, budget control, invoice preparation and coordination with MUED and Consultant's project team. The City will be advised on the schedule impact of project technical decisions and the project design schedule will be consistently updated (on at least a monthly basis) to reflect current project status.

The following meetings will be held at MUED's office in Redlands with the appropriate members of the Consultant's project team:

- *Task 1.1* - Project kick-off meeting: *in-person at MUED office; 2 Dudek + 2 N2W team members in attendance*
- *Task 1.4 – Monthly (up to 12) Project Updates: virtual; 1 Dudek + 1 N2W team members in attendance*
- *Task 1.5/2.7 - Preliminary* Design review workshop, *in-person at MUED office or at well locations; 3 Dudek + 2 N2W team members in attendance*
- *Task 1.6* - Design review meeting (60% Design), *virtual; 3 Dudek + 2 N2W team members in attendance*
- *Task 1.6* - Design review meeting (90% Design), *virtual; 3 Dudek + 2 N2W team members in attendance*
- *Task 1.6 - Design review meeting (Final Design), virtual; 3 Dudek + 2 N2W team members in attendance*
- *Task 1.6* - Additional meetings (1): *virtual; 3 Dudek + 2 N2W team members in attendance*

Task 2 - PRELIMINARY DESIGN REPORT

Task 2.1 - Progress Meetings, and Updates

Consultant will hold monthly conference call meetings. Consultant will prepare an agenda for MUED's review prior to the conference call meeting. Consultant will draft meeting minutes with action items to be distributed within five working days following the meetings. Consultant will also provide MUED weekly project updates which will consist of an email report. The weekly project updates will identify and discuss project issues, coordination efforts, action items, schedule, budget, and other items of concern. *Dudek will create a standing monthly progress meeting (Zoom or MS Teams) with the design and MUED team, per Task 1.4.*

Task 2.2 - Preliminary Design Report

Objective: Establish agreement on design criteria, perform utility research, identify permit requirements, identify requirements required from the City, create preliminary site layouts, and establish performance requirements and project approach.

- Design criteria for the proposed ion exchange treatment systems,
- Applicable codes and standard, including fire and safety codes,
- Local building, planning, and zoning department requirements,
- Permitting requirements, *(Tasks 2.5 and 2.6)*
- Site consideration, flood elevations, drainage requirements, etc.,
- Preliminary site plan, layouts, and architecture,
- *We recommend holding a workshop at proposed treatment facility locations during the PDR phase to gain consensus on equipment layouts and any height/location/access constraints.*
- Architectural renderings, up to two rendering versions, will be provided showing the overall site, building elevations, and vessel elevations,
  - *Dudek does not anticipate architectural renderings will be necessary and no buildings will be designed. Dudek will provide 3D CAD renderings to show tank elevations.*
- Process schematic,
- Preliminary process and instrumentation diagrams (P&IDs),
- Equipment design criteria,
- On-site sodium hypochlorite disinfection system, and design criteria,
  - *Dudek assumes the existing sodium hypochlorite disinfection system will require replacement.*
- Standby power requirements and design criteria, *(Task 2.3)*
- Process and hydraulic systems,
- Operational monitoring and control systems (SCADA requirements),
  - *Dudek document SCADA requirements for each site. Dudek assumes City will use its own SCADA integrator for each well site*
- Electrical demands and systems,
- Coordination with SCE to meet anticipated electrical demands,
- Structural design criteria,
  - *The City may opt for sunken slab design to help meet tank height restrictions. This will require additional structural evaluation, which has not been included in the current scope and fee.*

- Miscellaneous support systems,
- Utility research, *(Task 2.4)*
- Preliminary drawing list,
- Design concepts and alternatives as developed to meet project goals and objectives,
- Proposed construction features and materials selection for proposed facilities. Materials will confirm to the City's standards and be coordinated with other City facilities to the greatest extent possible.
- Project schedule including design, bidding, and construction activities,
- Preliminary opinion of probable construction costs, and
- Other elements of the project, as required, to achieve the project goals and objectives.

MUED will review the findings in the report and provide input for finalizing the PDR. *(Task 2.7)*

OPTIONAL TASK 1 - Rapid Small Scale Column Testing

- *We recommend the City include RSSCT as an optional task (refer to Approach section for information on the value of conducting RSSCT). Dudek will coordinate this effort with up to three (3) resin suppliers. The City will be responsible for sample collection and paying testing fees. Results of the RSSCT will be included as a section in the PDR. Preliminary design of the ion exchange systems will be based on the highest value resin and will provide the design team with estimated resin replacement frequencies, bases for supplier process guarantees, and grounds for preselection of ion exchange supplier(s).*

Task 2.3 - Evaluation of ~~Emergency~~ *Standby* Generator

The Consultant will prepare a technical memorandum addressing the following information about features of power generators for this project:

- Generator sizing,
- Fuel tank sizing,
- Noise compliance with City ordinance,
- SCAQMD compliance,
- Site space requirements,
- Auto transfer switch and electrical

The standby generator memo will be a separate TM and can be included as an appendix to the main PDR. It is assumed that a single standby generator will be required at each location to power all onsite equipment. AQMD permit application fees are the responsibility of the City. The standby generator specification will require the selected contractor to procure the AQMD certified genset.

Task 2.4 - Utility Research

The Consultant will research and obtain available maps for water, sewer, electrical, gas, telephone, storm drain, cable TV, and other known utilities in the project area, to plot the available utility information on base maps. Data relevant to the engineering work to be performed will be identified, collected, and assembled. The primary purpose will be to identify data required from the City, utility companies, permittees, agencies with a vested interest in the project and other sources to ensure that the design proceeds in accordance with the requirements of the many entities involved. Information will include, but not be limited to, existing maps, reports, record drawings and other data that are readily available in hardcopy or electronic format. A list of all the requested documents collected under this task, including a brief item description, will be provided to the City.

Dudek will create a formal information request log to track requests and delivery of information. A ShareFile or OneDrive file sharing system will be created by Dudek and used by the team to transfer and store large files. Dudek will coordinate with the City any required survey and potholing.

Task 2.5 - Permitting

In accordance with the permit requirements, Consultant shall obtain permits from affected agencies for construction of the project. Consultant shall submit detailed plans, as required, to assist the affected jurisdictional agency. Consultant will include a table with a list of affected agencies and include any agency special requirements that may impact the project and timeframe for acquiring required permits.

Dudek anticipates affected jurisdictional agencies to include DDW,. Building and safety permitting effort has not been included in this scope of work. Coordination with additional agencies will require additional scope and a fee amendment.

Task 2.6 - CEQA

Consultant will prepare California Environmental Quality Act (CEQA) compliance document. It is anticipated that a Mitigated Negative Declaration (MND) will be the appropriate CEQA environmental determination for this project. This will be confirmed during the development of the PDR.

Our approach is to pursue a Categorical Exemption (Optional Task 2). However, it is prudent for the City to plan for an MND. Dudek has the resources to provide the items listed below in the development of an MND.

Dudek to prepare CEQA compliance document. It is assumed that a Categorical Exemption will be the appropriate environmental document for this project based on CEQA Guidelines §15302 and 15303. Dudek will prepare a justification memo with brief project description and complete the exemption form on behalf of the City.

To accomplish the goal of CEQA compliance for the City, four tasks are identified as follows:

Task 2.7 - Review Workshop of Draft Updated Preliminary Design Report

Anticipate three (3) City reviews of the draft PDR. Consultant will hold one 4-hour workshop for the initial submittal of the Draft Preliminary Design Report in order to walk through the treatment process, equipment, and O&M procedures in detail, along with pros and cons of the different ion exchange media options available in the marketplace. Consultant's Project Manager and Process Engineer will participate in the meeting.

Consultant will prepare an agenda for MUED's review prior to the meeting. Consultant will draft meeting minutes with action items to be distributed within five working days following the meetings. Consultant will hold one additional workshop prior to finalizing the PDR. Consultant will submit 5 copies and a PDF file for each submittal.

We recommend adding an in-the-field workshop during the PDR phase to review options and determine the extent of any visual impact mitigation measures (e.g., screening of tanks, sunken foundation design, etc.). This workshop can be extended to the proposed treatment facility near Church Street Well if necessary.

Our schedule includes 3 rounds of City review of the draft PDR, with each City review period lasting 5 working days.

Task 2.8 - Final Updated Preliminary Design Report

Consultant will submit 5 copies and a PDF file along with one copy in electronic Microsoft "Word" format of the Final Updated PDR.

Dudek assumes that no final design report presentation is required.

Task 2.9 - Treatment Equipment Recommendation

The City is requesting that the Consultant pays high attention to the treatment equipment in the preparation of plans and specifications as described below.

Vessel Selection Specifications

Based on the finding during the updated PDR task, the Consultant will prepare specifications and preliminary drawings for the selection of the treatment vessels and appropriate appurtenances. The Consultant will take into consideration MUED's experience with past treatment equipment for similar application. The Consultant will also review other treatment equipment available in the industry today. The Consultant shall recommend to MUED the treatment equipment suitable for this application based on performance, historical data, lead time, and costs. Upon conferring with MUED and obtaining MUED's input, the Consultant shall prepare the specifications for the recommended treatment equipment OR EQUAL.

As noted in our Approach, we agree with the City that the vessels and ion exchange system as a whole require special attention. We recommend pre-qualifying the ion exchange vendors based on past City experience and the results of RSSCT. We will prepare specifications and designs to meet the City's project needs. These may include preselection, prequalification, process guarantees, and/or material requirements.

TASK 3 - FINAL DESIGN

Our Final Design scope of work is based on several assumptions discussed below. This scope of work is subject to change if the results of the PDR direct the team toward a different final design scenario. Please view the following only as preliminary assumptions. Final design scope of work will be refined after the PDR phase of the project.

We are assuming the PDR phase will indicate that one (1) treatment system will be designed and constructed. One IX treatment system will be located at Well #39 and have the ability to treat flow from both Well #38 and Well #39.

The new treatment facility will include:

- *Pre-treatment bag or cartridge filters (1 duty + 1 standby),*
- *Packaged Ion Exchange (IX) Treatment System,*
  - *Lead-lag trains,*
  - *Valve manifold for alternating lead and lag vessels,*
  - *Industry standard appurtenances, including fill lines, manways, pressure gages, rupture discs, and manual valves,*
- *Instrumentation limited to flow switch and differential pressure gages,*
  - *New flow meters, pressure gauges, and pressure transmitters*
- *Chemical feed,*
  - *Review existing chemical feed system and propose additional or updated equipment where necessary including items listed below,*

- *New sodium hypochlorite storage and dosing system,*
- *Chemical injection point(s),*
- *Chlorine residual analyzer,*

- *PLC controls,*
- *Associated work,*
- *Analysis, recommendations, and design related to pressure zone changes,*
  - *Dudek's current scope of work assumes that the existing pumps at each site will have capacity to accommodate the additional headloss through the ion exchange system with minor modifications (e.g. replace pump impeller). Our scope and fee will need to be amended if the PDR finds that new pumps and new electrical systems are required.*
- *Site work and piping,*
- *Electrical and Instrumentation & Control, and*
- *Backup generators (evaluate fixed vs. portable).*

The Scope of Work will be based on the following assumptions:

1. Consultant will prepare bid documents for one (1) construction contract.

2. If any construction takes place within public rights-of-way, review by MUED is required,

3. Five copies of project deliverables along with an electronic Microsoft "Word" and PDF will be submitted unless otherwise noted.

4. It is anticipated that the results of the CEQA Initial Study will be a Mitigated Negative Declaration.

   We will include preparation of an MND in our base scope of work as well as scope for preparing a Categorical Exemption as an optional task.

5. MUED will pay all outside agency application and permit fees.

6. MUED staff will distribute Construction bidding documents through PlanetBids and maintain an active bidders list. Consultant will tabulate bids, and evaluate bid documents of the top three bidders, confirm the contractor's license, and verify references, and make a recommendation for award to the lowest responsible bidder.

   Dudek will include Bidding Support Services as a scope item (Task 3.4.4). As noted in our Approach, we recommend that the City pre-qualify potential Contractors. Dudek has included as Optional Task 3 coordination with these Contractors and discussion on constructability, cost, and schedule.

Task 3.1 - Topographic Survey

Consultant will perform aerial and ground topographic survey and prepare base maps with 1-ft contours developed for the treatment plant site (1" = 20' scale). The work includes survey to tie in the horizontal and vertical positions of any potholed utilities.

Task 3.2 - Potholing

Existing record drawings shall be reviewed to locate on the topographic maps all known underground utilities. Field verification will be performed by Consultant to visually confirm utility locations by features visible from the surface. At

certain key locations, potholing of critical areas and follow-up survey services may be required. For purpose of this RFP, Consultant should assume that a total of six potholes (four less than 5 feet deep, one 5 to 8 feet deep, and one 8 to 11 feet deep) will be performed for utility verification and pavement repair (where applicable). The consultant will need to obtain all required permits to perform the work within the project area.

Task 3.3 - Geotechnical Investigation

Consultant will perform a geotechnical investigation that will include the following:

- Review of available geotechnical investigation reports for the existing sites.
- Drill two (2) test borings to depths of 10 feet below ground surface and 20 feet below ground surface.
- Laboratory testing on selected soil samples to evaluate the pertinent engineering characteristics of the soils underlying each site.
- Development of seismic design criteria developed for each site in accordance with the latest CBC Standards.
- Evaluation of the field and laboratory data to develop conclusions and recommendations for foundation design, general site grading, pavements, and settlements due to structural loads and newly placed fill.
- Preparation of a written report presenting the results of field and laboratory investigations with conclusions and recommendations.

The consultant will need to obtain all required permits to perform the work within the project area.

The above-references tasks 4.2 Topographic Survey, 4.3 Potholing, and 4.4 Geotechnical Investigation shall be conducted as early as possible in the design process to enable the Consultant to base 60% plans on the findings of these tasks.

Each of our survey, potholing, and geotechnical subconsultants has reviewed the City's RFP for this project and, with Dudek's direction, has provided detailed scopes of work based on many project-specific assumptions. Detailed scopes of work for survey, potholing, and geotechnical subconsultants are provided in the Appendix of this scope of work.

Task 3.4 - Contract Documents

Final Design of the facilities will proceed based upon the approval of the final updated PDR. The Final Design will incorporate the design criteria and technical approach presented in the PDR.

The detailed Final Design will produce contract documents for public bidding of the project. The contract documents will include front-end documents, technical specifications, and contract drawings. Consultant will prepare the front-end documents using MUED's standards which will be reviewed to confirm as it references the technical specifications.

Technical specifications will be prepared using Construction Specifications Institute – CSI format for all equipment, materials and services required for construction of the project. Upon completion of the design, the specifications will be submitted to MUED in Microsoft "Word" format on a CD-ROM.

Contract drawings will be prepared on MUED standard sheets (24" x 36") using AutoCAD 2018. MUED standard details will be used, where applicable.

All designs will be in accordance with building, plumbing, electrical, mechanical, and structural design codes current at the time detailed design is started. Plans and profiles shall be shown for all buried pipes 12-inches in diameter and larger.

All drawings will be signed and stamped by the engineer registered in the State of California responsible for their preparation.

Task 3.4 will be broken into subtasks based on design level. Deliverables will include plans, specifications, and cost estimates.

The bid package will be submitted to the MUED for review and comment at the following milestones:

- *Task 3.4.1 -* 60% Submittal: The 60% submittal will include demolition, civil, mechanical, ~~architectural~~, structural, electrical, and instrumentation drawings; typically, this will include more developed plans, preliminary sections and a first draft of standard details. A detailed Building Information Model (BIM) *or 3D CAD* will be developed to ensure there are no conflicts with all facility components and appurtenances. A draft of the front-end specification documents and a table of contents for technical specifications will be prepared for this submittal. A preliminary Engineer's construction estimate will be prepared.

- *Task 3.4.2 -* 90% Submittal: The 90% submittal will incorporate MUED's comments from the 60% submittal and include substantially completed plans and sections, updated BIM *or 3D CAD*, and substantial completion of the specifications for the MUED's review and comment. The Engineer's construction cost estimate will be updated based on 90% design level. A preliminary construction schedule will be submitted.

- *Task 3.4.3 –* Final Submittal: The Final submittal will incorporate MUED's comments from the 90% submittal and include complete plans and sections, BIM *or 3D CAD*, and specifications for the MUED's final review and comments, including an updated Engineer's construction cost estimate, and project schedule.

- *Task 3.4.4 -* Bid Documents: Bid documents will include the design drawings submitted on mylar, 24- inch by 36-inch, signed and stamped sheets. Final signed specifications, project construction cost estimate, and project schedule will be included.

- *Dudek will tabulate bids, and evaluate bid documents of the top three bidders, confirm the contractor's license, and verify references, and make a recommendation for award to the lowest responsible bidder.*

Our proposed schedule allows the City ten (10) working days to review each submittal followed by a Design Review Meeting. The short review period is required to meet project schedule.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

Consultant will prepare an opinion of probable construction cost (EOPCC) for the facilities designed. The preliminary construction cost estimate will be prepared based on the 60% and 90% plans. Upon completion of design, the construction cost estimate will be updated to reflect any design revisions made between the 90% plans and the Final submittal. The construction cost opinion will use the current Construction Cost Index for the Los Angeles County region. The estimate shall be adjusted to consider current construction climate, materials, and labor costs.

Dudek's EOPCC will be included with submittal of 60%, 90%, and final plans, specifications, and estimates (PS&E):

Deliverables

Consultant will submit the following documents:

- 60% Submittal: 5 copies of full and half-size drawings and a PDF of the draft spec, construction cost estimate, and project schedule,
- 90% Submittal: 5 copies of full and half-size drawings, a PDF of the draft spec, construction cost estimate, and project schedule,

- Final: 5 copies of the final full and half-size drawings, 2 sets of bound specifications, and a PDF of all final documents including an updated construction cost estimate, and project schedule.
- Bid Documents: One set of signed mylars of the plans. A PDF file and Microsoft "Word" file of the project specifications, project cost estimate, and project schedule, will also be provided.

TASK 4 - WATER TREATMENT OPERATION'S PLAN

Consultant will assist with providing supporting documentation for the City to obtain an Operating Permit Amendment from the State Water Resources Control Board (State Board) Division of Drinking Water (DDW).

Operations Plan

Consultant will develop one Operations Plan for the Treatment Projects for Church Street Well, Orange Street Well, Well #38, and Well #39. The Operations Plans will include the following components:

- Water Quality,
- System & Controls,
- Treatment System
- Chemical Feed Equipment,
- Product Water Discharge and Bypass System,
- Ventilation/Alarm System.

Within these components, the Operations Plan will describe the following:

- Unit processes (pre-filters, ion exchange, chlorination),
- Reliability features,
- Component condition assessment procedures,
- Performance monitoring plan, including sampling plan, and required laboratory procedures,
- Unit process equipment maintenance and inspection program,
- Procedures to determine chemical dose rates,
- Plan and watershed emergency response plan (provided by MUED).

Consultant will coordinate with MUED on the development of the Operations Plan and will provide Draft copies of the Operations Plan for MUED's review at *60% and 90%* completion level of the Operations Plan. Consultant will incorporate MUED's review comments from the 60% and 90% submittal and submit a final copy to MUED for inclusion in the MUED Operating Permit Amendment application. MUED will be responsible for submitting the Operating Permit Amendment to the State Board's Division of Drinking Water (DDW) and pay all permit fees.

Deliverables

Consultant will provide the following deliverables:

- Draft (60% completion) Operations Plan, three (3) hard copies and an electronic file in PDF format,
- Draft (90% completion) Operations Plan, three (3) hard copies and an electronic file in PDF format,
- Final Operations Plan, three (3) hard copies and an electronic file in PDF and Microsoft "Word" format.

Dudek recommends that the Water Treatment Operations Plan (WTOP) be developed in parallel with the construction of the treatment facilities to allow for inclusion of most updated equipment and materials resulting from final design and submittals. Ten (10) days for City and DDW draft WTOP review have been included in our proposed project schedule.

Our proposed schedule includes a construction schedule. However, it is noted here that our scope and fee do not include engineering services during construction or construction management. These services can be provided by Dudek under contract amendment or separate contract.

Appendix - Survey, Potholing, and Geotechnical Scopes

Survey Scope of Work

Topographic Survey

A design level Topographic Survey (conventional field survey) will be provided for the area as outlined in the aerial picture shown on Exhibits "A" - "D" (the Site). The boundary component of the survey will include a field boundary verification denoting current property lines and easements of record as shown on current recorded maps, as available. The items to be included are as follows:

Survey Control

1. The vertical control will be based on the North American Vertical Datum of 1988 (NAVD 88). A local municipal benchmark will be used, if available.

2. The horizontal control will be based on the California State Plane Coordinate System of 1983 (NAD 83).

Survey Features

3. Survey observations will be taken on a 50-foot natural ground grid and 25-foot finish surface grid to create 1-foot contour intervals. Spot elevations will be at back of walk/sidewalks, top of curbs, flow lines, gutter edges, street crowns, high/low points, top and toe of slopes, grade breaks, finish floors, driveway aprons and handicap ramps.

4. Spot elevations to determine the water flow of adjacent streets and catch basins that terminate or commence offsite and flow within the Site.

5. Location of signing and striping within the Site.

6. Location of trees over 6 feet in height, regardless of caliper, within the Site.

Utilities

7. Location, elevation, size, and type of visible above ground utilities within the Site and within 25 feet on adjacent properties, if access is allowed.

8. Flow line invert elevations and sizes of drain inlets, sanitary sewer and storm drain manholes adjacent to the Site, unless bolted down.

9. Nearest public fire hydrants within the Site. If none are within the Site limits, the nearest two shall be provided.

10. If marked, existing utilities that are identified as painted striping from USA markings will be surveyed.

11. The research and plotting of record underground utilities and the hiring of an underground utility locating company are not included in this proposal.

Survey of Utility Potholes (If Applicable)

12. Calvada will survey up to 10 potholes in a separate mobilization after they have all been completed.

Exhibit and Legal Description Preparation (If Applicable)

13. An exhibit and legal description will be prepared for future land acquisition. Calvada will be responsible for the preparation of legal descriptions & plats of any required easements/takes but not for the acquisition of the property or the recordation of the documents.

DELIVERABLES

1. AutoCAD (Civil 3D) drawing, version 2018 or lower, including 3D surface file(s).

2. Signed and stamped PDF file.

Potholing Scope of Work

AirX Utility Surveyors, Inc. (AirX) submits the following Agreement Proposal for the subject project to locate existing utilities. Available tasks are described below. See the attached fee summary sheet for the assumed task requirements and fee estimates. AirX shall provide Utility locating, USA markout and pothole layout, potholing, traffic control plans, permits, equipment and all materials in support of this mission. Please contact us immediately if that is not the case. No equipment shall be left on site and all materials and work for a given work area will be opened and completed on a daily basis.

Training & Staff

AirX takes pride in the level of professionalism and skill exemplified by our field crews and staff. Our ongoing training programs consist of: 40 Hour HAZWOPER, NUCA Confined Space Entry, Competent Person, Traffic Control Technician/Flagger and Emergency First Aid/CPR. Job site and public safety are always our top priority.

Project Management, Report Preparation, Research & Drafting

AirX provides a civil engineer for project management, record research, pre-marking, and field meetings. Utility record research, land survey and drafting services in Auto CAD are also available.

Traffic Control

AirX provides an all-inclusive traffic control service. We furnish AutoCAD-rendered Traffic Control and Right of Way Plans (ROW) to facilitate permit approvals from city and state agencies. AirX has the highly-skilled and certified technicians and work zone flaggers to manage vehicle traffic. Equipment Set-up and tear down are part of this service.

Potholing (Level A)

AirX fees to pothole existing utilities vary according to depths. AirX will pothole to the top of pipes, and to the top and bottom of encasements, however the bottom depths of pipes will need to be calculated. Potholing includes excavation, visual observation, setting witness point, backfill, patching and documentation of depths and location of the utility on a record data sheet. AirX assumes a depth for this estimate but the final invoicing will reflect the actual cost and depths found. See the attached summary sheet for estimated depths and costs.

Geophysical Locating (Level B)

AirX will pre-mark all of the pothole locations and notify Underground Service Alert (USA). AirX will pothole the facilities in accordance with USA Markout. If the requested utilities are not found or if USA Mark-out is incomplete and cannot be verified by AirX, you the Client will be notified. AirX does provide additional locating upon request. It is our experience that the location of PVC and ACP water utilities are often the most difficult to determine for pothole operations. AirX can provide locating crews that carry many different pieces of locating equipment, including ground penetrating radar and CCTV locating camera equipment. The equipment is state of the art, but limitations exist with each piece of equipment depending on such factors as soil conditions, conductivity of the existing utility, depth and size of the utility, and congestion within the area of other utilities. USA does not mark out any gravity utilities except at the discretion of the presiding utility owner. This usually applies to storm drain, collector sewer and sewer laterals (gravity by nature), and some utility owners are not members of USA. AirX provides duct rod locating with a sonde transmitter and receiver and/or a tractor driven CCTV with locating and lateral launching system used to identify positioning of sewers and sewer laterals. For Locating and/or CCTV work please call for a quote.

Utility Locating by Surface Visible Feature Survey (Level C)

AirX can provide the incorporation of visible features into the Level B survey. It is assumed that topographic mapping with the incorporation of surface features and utility mark outs, manholes, valve box covers, vaults, hand holes, pedestals, switches, transformers, placarded panels and meters will already have been performed and made available to AirX. AirX will check and annotate on the plotted utility survey or civil drawing the approximate location of undocumented facilities for later identification by land surveyors. Land survey and mapping service are also available, please contact us for a quote.

Limitations

AirX will make every effort to locate and mark-out the utilities in the requested area in the time allowed. Some limitations exist with locating methods based on the type of soil conditions encountered: Heavy cobble, groundwater, rock or dense clay soil conditions and buried debris that may render locating useless. Closely aligned but unrelated facilities may distort the surface field manifestations and yield phantoms or null fields. If adverse conditions are encountered AirX will cease the current operation and attempt to contact the client for further directions. AirX requires access to as many as-built drawings, architectural site and building plans as can be acquired. Utility mark out will reflect the alignment and horizontal positioning of the utility only. Estimated depth determinations for this project can be provided but are not considered reliable due to the number of interfaces penetrated and actual depths should only be determined through potholing or submarine visual measurement.

Should litigation at law or equity, including an action for declaratory relief, be brought to enforce or interpret any term or provision of this Agreement Proposal, or to collect any portion of the amount payable under this Agreement Proposal, all litigation and collection expenses, witness fees and court costs, including attorney's fees, shall be paid to the prevailing party. The Client shall indemnify and hold AIRX harmless with regard to all liability or claims of any kind, including all investigation and defense costs, connected directly or indirectly with this project.

Additional Notes, Fees and Exclusions:

- *ALL PERMIT FEES WILL BE CHARGED BACK TO THE CLIENT AT COST PLUS 10%. THIS INCLUDES ANY DEPOSITS, BONDS, OR OTHER ASSOCIATED FEES THAT MAY BE REQUIRED. AirX cannot guarantee turn-around times for permit process.*

- *This estimate INCLUDES the provision for prevailing wage, applicable to all field work.* Prevailing Wage rates are set by the California Department of Industrial Relations (DIR) and subject to change annually per DIR regulations. Federal prevailing wage rates will also apply, if applicable.

- *DIR Determination: SC-102-1184-1 Craft: Horizontal Directional Drilling (Laborer) was used for the Project Management, Potholing, Locating and Traffic Control Flagging rates. If the Determination used is not correct, you must notify AirX Utility Surveyors immediately, so we can revise the estimate.*

- *This estimate is only based on limited information provided. Adjustments, changes and response to field conditions may incur added costs.* Final invoicing will reflect actual work hours performed and services provided.

- *AirX will make a good faith effort to locate and mark all utilities. However, due to utility depths, types of material, etc. some utilities may not be locatable or found. AirX requests that as-builts or maps be provided.*

- *Client to facilitate access to site. We also request that access be provided to any utility cabinets or facilities in the area.*

- *Potholing and Excavation rate applies to typical conditions of asphalt or concrete surface material 6" - 8" in depth and diggable soil conditions. Excessive surface material, concrete beneath asphalt, cobble, dense clay, CTB base, slurry, caliche or another medium will be charged at the hourly rate listed on this estimate.*

- *Utility Locating: Minimum charge of 2 hours for Locating. Locating includes electromagnetic, magnetic, sonic locating equipment. Also, GPR, duct rods, hand tools, gas testers, blowers & miscellaneous equipment pertinent to the trade.*

- *Utility Re-Marking: Utilities previously marked and subsequently lost due to conditions beyond our control shall not be the responsibility of AirX. Re-marking will be charged at the utility locating rate indicated on the estimate provided.*

- *This estimate is under the assumption that all potholes will be no more than 5' in depth. If deeper, it will be charged at the hourly rate above.*

- *This estimate is under the assumption that 8hrs of work can be performed on site daily. If work hours are reduced, this estimate will need to be revised.*

- *The Traffic Control has been estimated 6 Sheets only for this quote but will be billed @ actual required.*

- *Traffic control and Right of Way plan drawings are on 11"x17" sheets. If D Sheets are required, additional fees will apply. If the TC plans are required to be prepared and approved by a Registered CA Civil Engineer, the cost is $250 per sheet, plus $120 per hour travel time.*

- *PE Stamps are not included. If required, please ask for a revised estimate.*

- *Standard traffic control includes all signs, cones, barricades, sign stands and caution tape and 1 arrowboard, unless otherwise specified. Specialty equipment such as non-typical signage, crash barrels, message boards or K-Rail is available @ cost, plus 10%.*

- *AirX can provide certified flagman or additional laborers as needed at a rate of $150 per man/hour.*

- *This estimate includes up to 2 - AC Hot Patches with a 3' x 3' T-Cut only. Cap & Grind Excluded. If required, please ask for a revised estimate.*

- *The client will be responsible for providing a detailed pothole layout prior to field work beginning.*

- *This estimate includes hauling and dumping of excavated material daily.*

- *Materials: Pricing allows for backfill of sand & Class II Base only. Also includes patching with AC Cold Patch. Please request revised quote if other backfill, patching material or AC Hot Mix/Grinding is required.*

- *Railroad Right of Way: Railroad Protective Liability Insurance will be required for all work within railroad right of way and may require Railroad-designated flagging and utility mark-out personnel. Coordination of personnel may affect schedule of work. Final fees will be paid for by AIRX and charged back to the Client at cost plus 10%.*

- *Hazardous Spoils: Testing, Storage, and Disposal of any material, hazardous or otherwise, will incur additional charge and based on project requirements. If required, fees will be paid for by AirX and charged back to the Client at cost plus 10%.*

- *Specialty training, due to project requirements, may incur added time and cost and affect schedule of work.*

- *Work within Caltrans, railroad, environmentally sensitive or contaminated areas may incur additional costs.*

- *Night work, if required, will incur additional cost for balloon lighting, generators and barricade lights.*

- *All rates are based on a standard 40-hour work week. Overtime, double time or holiday rates will apply, if applicable.*

- *Project Management: Includes USA mark-out & standby coordination, QA & QC of pothole locations and Pre-Con Meeting.*

- *Payment terms are 30 days from date of invoice, plus 1.5% per month thereafter.*

Geotechnical Services Scope of Work

Task I: Project Set-up

As part of the project set-up, staff personnel from our office will conduct the following.

- *Perform site reconnaissance to verify existing conditions.*
- *Review existing geology/geotechnical reports for the property or in the vicinity (if available).*
- *Stake/mark the boring locations in the field such that drill rig access to all the locations is available.*
- *Obtain a no-fee permit from the City of Redlands Public Works Department to drill within their right-of-way.*
- *Notify Underground Service Alert (USA) at least 48 hours prior to drilling to clear the boring location of any conflict with existing underground utilities.*

Task II: Subsurface Exploration

Our subsurface exploration will consist of drilling exploratory borings. The purpose of the borings will be to:

- *Obtain subsurface information at the site.*
- *Obtain undisturbed and bulk samples of the various soil types for laboratory testing.*
- *Record depth to bedrock or groundwater (if encountered).*

We plan to drill one boring to 10.0 feet below the existing ground surface. If refusal is encountered before the planned depth is reached, the boring will be terminated at that depth. The boring will be drilled with a truck-mounted (CME 75 or equivalent) rig equipped with 8-inch diameter hollow-stem auger for soil sampling. Relatively undisturbed ring and bulk samples of the subsurface soils will be obtained at frequent intervals in the boring. The undisturbed samples will be obtained with a California Modified Sampler (2.4-inch inside diameter and 3.0-inch outside diameter) lined with thin sample rings. The soil will be retained in brass rings (2.4 inches in diameter and 1.0 inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to our laboratory. Bulk soil samples will be collected in plastic bags and brought to our laboratory.

The mechanically driven hammer for the sampler is 140 pounds, falling 30 inches for each blow. The number of successive drops of the driving weight ("blows") required for each 6 inches of penetration will be shown on the boring log.

The boring will be backfilled with soil/cement mix. If construction is delayed, we recommend the owner monitor the boring site and backfill any settlement or depression that might occur or provide some protection around the area of the boring locations to prevent trip and fall injuries from occurring near the area of any potential settlement.

Task III: Laboratory Testing

Laboratory testing will include, but may not be limited to, the following.

- *In-place moisture and density*
- *Expansion index*
- *R-Value*
- *Sieve analysis*
- *Laboratory maximum density*
- *Direct shear*

Task IV: Engineering Analyses and Report Preparation

Data obtained from the exploratory boring and the laboratory testing program will be evaluated. Engineering analyses will be performed to develop design and construction recommendations that will be presented in a geotechnical investigation report. Each report will include the following items.

- *A description of the field procedures used in the investigation.*
- *A discussion of the materials encountered in the exploratory borings and their engineering properties*
- *Logs of the exploratory boring summarizing the soil conditions encountered and a plan indicating the locations of the boring.*
- *Depth to groundwater, if encountered, and its impact on the proposed development.*
- *Discussion on the laboratory test results, including soils corrosivity.*
- *Seismic coefficient based on 2019 CBC.*
- *Discussion on liquefaction and other secondary effects of earthquake (based on available data).*
- *At-rest, active and passive earth pressures.*
- *Total and differential settlement.*
- *Allowable soils bearing capacity.*
- *Mat foundation design recommendation.*
- *Minimum footing embedment.*
- *Temporary excavation slopes recommendation, if any.*
- *Site Grading recommendation.*
- *Fill and backfill materials placement and compaction.*
- *Pavement design for access road.*
- *At grade slab design.*
- *Soil parameters for pipe design.*

EXHIBIT "B"

COST PROPOSAL

[ATTACHED]

City of Redlands
Perchlorate Wellhead Treatment Design Project
DUDEK FEE ESTIMATE
10/17/2022

		Dudek Labor Hours and Rates									Subconsultant Fees							
	Project Team Role:	PIC - QA/QC	Project Manager	Site Civil	Project Engineer	CAD Designer	Env	Admin			Process/ Mechanical	Electrical	Geotechnical	Structural	Survey	Pothole		
	Team Member:	Metts/ Greely	Guilien	Robertson	Bugala	Hunter	Martini	Kinney	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	N2W	Wright	Converse	AQX	CalVada	AirX	OTHER DIRECT COSTS	TOTAL FEE
	Billable Rate :	$285	$245	$240	$185	$185	$175	$145			Fee	Fee	Fee	Fee	Fee	Fee		
Task 1	**Project Management**																	
1.1	Project Kickoff Meeting (In-Person)		4		6				10	$ 2,090	$2,000						$ 300	$ 4,390
1.2	QA/QC	12							12	$ 3,420								$ 3,420
1.3	Monthly Invoicing and Billing Reports		12					6	18	$ 3,810								$ 3,810
1.4	Monthly Project Updates (Virtual)		12						12	$ 2,940	$3,000							$ 5,940
1.5	PDR Review Workshop (In-Person)		6	6	6				18	$ 4,020	$3,000						$ 300	$ 7,320
1.6	Design Review Meetings (Virtual x4)		8	8	8				24	$ 5,360	$4,000						$ 1,200	$ 10,560
	Subtotal Task 1	**12**	**42**	**14**	**20**			**6**	**94**	**$ 21,640**	**$ 12,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,800**	**$ 35,440**
Task 2	**Preliminary Design Report**																	
2.1	Progress Meetings and Updates (See Task 1.4)									$ -								$ -
2.2	Preliminary Design Report		16	16	36	12			80	$ 16,640	$12,000							$ 28,640
2.3	Evaluation of Emergency Generator		2		8				10	$ 1,970	$1,600	$4,000						$ 7,570
2.4	Utility Research		4	12	12	12			40	$ 8,300								$ 8,300
2.5	Permitting		4		8				12	$ 2,460	$1,600							$ 4,060
2.6	CEQA - Categorical Exemption				8		24		32	$ 5,680								$ 5,680
2.7	Review Workshop (See Task 1.5)	-	-	-	-	-	-	-	-	$ -								$ -
2.8	Final Updated PDR	2	4	4	24	8			42	$ 8,430	$3,200							$ 11,630
2.9	Treatment Equipment Recommendation		2						2	$ 490	$3,200							$ 3,690
	Subtotal Task 2	**2**	**32**	**32**	**96**	**32**	**24**		**218**	**$ 43,970**	**$ 21,600**	**$ 4,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 69,570**
Task 3	**Final Design**																	
3.1	Topographic Survey		2	2	2	4			10	$ 2,080					$8,000			$ 10,080
3.2	Potholing		2	2	2	4			10	$ 2,080						$6,000		$ 8,080
3.3	Geotechnical Investigation		2	2	2	4			10	$ 2,080			$12,000					$ 14,080
3.4.1	Contract Docs - 60% PS&E		16	32	80	80			208	$ 41,200	$54,000	$10,000		$7,500				$ 112,700
3.4.2	Contract Docs - 90% PS&E		16	32	80	80			208	$ 41,200	$54,000	$10,000		$7,500				$ 112,700
3.4.3	Contract Docs - Final PS&E		16	32	80	80			208	$ 41,200	$54,000	$10,000		$7,500				$ 112,700
3.4.4	Contract Docs - Bid Documents		8	12	12			8	40	$ 8,220	$6,000						$ 200	$ 14,420
	Subtotal Task 3		**62**	**114**	**258**	**252**		**8**	**694**	**$ 138,060**	**$ 168,000**	**$ 30,000**	**$ 12,000**	**$ 22,500**	**$ 8,000**	**$ 6,000**	**$ 200**	**$ 384,760**
Task 4	**Water Treatment Operation's Plan**																	
4.1	Operations Plan		4		24				28	$ 5,420	$4,800							$ 10,220
	Subtotal Task 4		**4**		**24**				**28**	**$ 5,420**	**$ 4,800**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 10,220**
	Total Hours and Fee	**14**	**140**	**160**	**398**	**284**	**24**	**14**	**1034**	**$ 209,090**	**$ 206,400**	**$ 34,000**	**$ 12,000**	**$ 22,500**	**$ 8,000**	**$ 6,000**	**$ 2,000**	**$ 499,990**
	Percent of Hours:	***1%***	***14%***	***15%***	***38%***	***27%***	***2%***	***1%***	***100%***									

Optional Tasks																		
Task OT																		
OT.1	RSSCT Coordination		4		12				16	$ 3,200	$4,800							$ 8,000
OT.3	Pre-qualify Contractors		4						4	$ 980	$3,200							$ 4,180
	Subtotal Task OT		**8**		**12**				**20**	**$ 4,180**	**$ 8,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 12,180**
	Total Optional Hours and Fee	**14**	**8**		**12**				**20**	**$ 4,180**	**$ 8,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 12,180**

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

DUDEK

By:_____ Date: 11/18/22
Bob Ohlund, P.E, Vice President

CERTIFICATE OF LIABILITY INSURANCE

8/28/2023

DATE (MM/DD/YYYY) 8/17/2022

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

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

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000
kctsu@lockton.com

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee and Liab. Ins. Co.	26247
INSURER C : Continental Casualty Company	20443
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1474534
DUDEK
605 THIRD STREET
ENCINITAS CA 92024

COVERAGES **CERTIFICATE NUMBER:** 16762084 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	GLO0146311	8/28/2022	8/28/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP0146329	8/28/2022	8/28/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	AUC0146407	8/28/2022	8/28/2023	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC0146330	8/28/2022	8/28/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	EEH591932835 INCL POLL	8/28/2022	8/28/2023	PER CLAIM $1,000,000 AGGREGATE $1,000,000	

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

ALL OPERATIONS. THE CITY OF REDLANDS ARE ADDITIONAL INSURED ON GENERAL AND AUTO LIABILITY COVERAGE ON A PRIMARY, NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON WORK COMP, GENERAL, AUTO AND UMBRELLA LIABILITY COVERAGE AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

16762084
CITY OF REDLANDS
1270 W PARK AVENUE, BLDG A
REDLANDS CA 92373

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

ZURICH®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO0146311	Effective Date: 8/28/2022

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT.	ALL LOCATIONS

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A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. **Your acts or omissions; or**
2. **The acts or omissions of those acting on your behalf;**

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. **All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or**
2. **That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.**

All other terms, conditions, provisions and exclusions of this policy remain the same.

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WC0146330 Dudek 8/28/20228/28/2023 (Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT WITH THE NAMED INSURED.

© 1983 National Council on Compensation Insurance.

POLICY NUMBER: BAP0146329

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DUDEK

Endorsement Effective Date: 8/28/2022

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DUDEK

Endorsement Effective Date: 8/28/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT WITH THE NAMED INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GL00146311	8/28/2022	8/28/2023	8/28/2023	37385000	$ INCL	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Other Insurance Amendment – Primary And Non-Contributory

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO0146311	8/28/2022	8/28/2023	8/28/2022	37385000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: DUDEK

Address (including ZIP Code): 605 THIRD STREET ENCINITAS CA92024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

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FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the Wellhead Perchlorate Treatment System Project ("Agreement"), dated December 6, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Dudek, a California corporation ("Consultant"), is made and entered into this 18th day of June, 2024.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend Article 4.2 of the Agreement to revise the Initial Term and allow for a one-year extension;

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

AGREEMENT

Section 1. Section 4.2 of the Agreement, titled "Performance of Services," is hereby amended to read as follows:

"4.2 The term of this Agreement shall be for a period of twenty-four (24) months from the Effective Date of this Agreement (the "Initial Term"), unless terminated earlier as provided herein. The City shall have the option to extend the Initial Term of this Agreement by one (1) additional year (the "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term. The Initial Term and the Extended Term are hereby collectively, referred to herein as the "Term" of this Agreement."

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of June 18, 2024.

CITY OF REDLANDS	Dudek
_____	By: _____
Eddie Tejeda, Mayor	Bob Ohlund, P.E., Vice President

ATTEST:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **G. 22.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a purchase order modification in the amount of $10,000 with Law Enforcement Medical Services for the remainder of the 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 that the City Council approve a purchase order modification in the amount of $10,000 with Law Enforcement Medical Services for the remainder of fiscal year 2023-24.

RECOMMENDATION:

Staff recommends City Council authorize staff to execute the modification of an existing purchase order with Law Enforcement Medical Services.

DISCUSSION:

A sole source purchase order was prepared in the amount of $30,000 with Law Enforcement Medical Services (LEMS) to provide Redlands Police department with phlebotomy services and sexual assault and homicide examinations. LEMS has nearly exhausted the amount due to increased services and costs. Staff is requesting additional funds to cover service for the remainder of this fiscal year. The current purchase order amount is $30,000, and upon approval of additional funds, the total purchase order amount will be $40,000.

ALTERNATIVES:

City Council may decide to not to approve the modification to the purchase order.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Rachel Tolber, Chief of Police

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

REVIEWED BY:
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Jimmy Nguyen, Management Analyst

Fiscal Impact

Fiscal Year:	2023-24
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$10,000
Budgeted Y/N:	Y
Account No.:	101202-6105

Discussion:

There is no fiscal impact associated with this action. Sufficient funding remains in the FY23/24 account 101202-6105.

City Council Meeting **G. 23.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve sole source services with Bio-Tox Laboratories, Inc. in an amount not-to-exceed $45,000 per year for forensic toxicology testing services from July 1, 2024 through June 30, 2026 (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 sole source services with Bio-Tox Laboratories, Inc. in an amount not-to-exceed $45,000 per year for forensic toxicology testing services from July 1, 2024, through June 30, 2026.

RECOMMENDATION:

Staff recommends that council approve sole source services with Bio Tox Laboratories, Inc. in an amount not-to-exceed $45,000 per year for forensic toxicology testing services from July 1, 2024, through June 30, 2026.

DISCUSSION:

Toxicology testing is the laboratory testing of body fluids and tissues to detect the presence and concentrations of alcohol, drugs, poisons, and any other foreign substances. Results of toxicology testing assists law enforcement agencies in their investigation and prosecution of crimes. Many criminal cases require testing of those suspected of being under the influence of drugs or alcohol. Further, the number of criminal investigations has increased over the past years, resulting in an increase in the volume of blood samples sent for toxicological screening.

The costs associated with toxicology testing and services have been rising. On

average, the cost of each test is 4%-6% greater for the upcoming fiscal year than it was for FY 2023-2024. The costs quoted for FY 2024-2025 will be about 4%-6% greater than for FY 2025-2026. To accommodate the increase in costs, the Redlands Police Department is requesting an amount not to exceed $45,000 for each of the next two fiscal years 2024-2025 and 2025-2026.

These are specialized services and there are a very limited number of providers in California. A search was conducted to find other local providers of these laboratory services and no other providers could be found in the Inland Empire. It is important to have a local provider for these services to reduce the cost of transporting samples and to improve the timeliness of results and responses to inquiries. The vendor utilized by the Department to draw blood samples transports them to Bio-Tox Laboratories (Bio-Tox) as part of their contract at no additional cost.

The service provided by Bio-Tox is very expensive to perform. The company is licensed by the State of California and each analyst is individually certified. Bio-Tox services are used by CHP, San Bernardino, Riverside and San Diego Counties. The San Bernardino County Sheriff's Department does not perform this service as the equipment is very expensive, OSHA and EPA regulation compliance issues are difficult to accommodate, and training staff make it more cost-effective to have Bio-Tox perform the analysis. For these reasons, a sole source authorization is requested.

ALTERNATIVES:

Do not approve sole source services for toxicology testing.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:

Rachel Tolber, Chief of Police

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:

Jimmy Nguyen, Management Analyst

Fiscal Impact

Fiscal Year: 24-25
Revenue Generating: N
Appropriation Required Y/N: N
Budgeted Y/N: Y
Discussion:
These services are included in the Department's budget request for FY 2024/2025.

Fiscal Year: 25-26
Revenue Generating: N
Appropriation Required Y/N: N
Budgeted Y/N: Y
Discussion:
These services are included in the Department's budget request for FY 2025/2026.

Attachments

FY2024-25 Price Sheet
FY2025-26 Price Sheet

REDLANDS POLICE DEPARTMENT PRICING SCHEDULE
July 1, 2024 through June 30, 2025

Test Description	Unit Charge
6-Panel Drug Screen* *(Includes Methamphetamine, Cocaine, Morphine/Codeine, PCP, Benzodiazepines, and Cannabinoids)*	$ 55.00
10-Panel Drug Screen* *(Includes 6-Panel Drug Screen plus Carisoprodol, Fentanyl, Oxycodone and Zolpidem)*	$ 85.00
13-Panel Drug Screen* *(Includes 10-Panel Drug Screen plus Buprenorphine, Methadone and Tramadol)*	$110.00
Alcohol Analysis, Title 17	$115.00
Benzodiazepines Panel with Quantitation	$215.00
Comprehensive Drug Screen Panel* (*Drug screen to include over 200 prescription drugs)*	$230.00
GHB	$225.00
Quantitative Confirmation by LC/MS/MS, per drug class (*Includes Amphetamines, Cannabinoids, Cocaine, PCP, Opiates)*	$140.00
Other Drugs by LC/MS/MS *(Some may be slightly higher)*	$155.00
Biohazard Waste Fee, Per Sample	$ 1.00
Chain of Custody Fee (Per Sample not Tested)	$ 25.00
Leaking Sample	$ 35.00
Name Discrepancy	$ 35.00
Report Corrections (Agency request)	$ 45.00
Sample Return	$ 35.00
Trip Charge—No charge if trip cancelled 2 hrs. prior to arrival	$ 40.00
Trip Charge—No samples picked up; no cancellation call 2 hrs. prior to pick up	$ 55.00

*All positive drugs screens will be confirmed by LC/MS/MS.
Drugs listed in panels may change based on laboratory discretion.

REDLANDS POLICE DEPARTMENT PRICING SCHEDULE
July 1, 2025 through June 30, 2026

Test Description	Unit Charge
6-Panel Drug Screen* *(Includes Methamphetamine, Cocaine, Morphine/Codeine, PCP, Benzodiazepines, and Cannabinoids)*	$ 58.00
10-Panel Drug Screen* *(Includes 6-Panel Drug Screen plus Carisoprodol, Fentanyl, Oxycodone and Zolpidem)*	$ 88.00
13-Panel Drug Screen* *(Includes 10-Panel Drug Screen plus Buprenorphine, Methadone and Tramadol)*	$115.00
Alcohol Analysis, Title 17	$125.00
Benzodiazepines Panel with Quantitation	$225.00
Comprehensive Drug Screen Panel* (*Drug screen to include over 200 prescription drugs)*	$235.00
GHB	$230.00
Quantitative Confirmation by LC/MS/MS, per drug class (*Includes Amphetamines, Cannabinoids, Cocaine, PCP, Opiates)*	$145.00
Other Drugs by LC/MS/MS *(Some may be slightly higher)*	$160.00
Biohazard Waste Fee, Per Sample	$ 1.00
Chain of Custody Fee (Per Sample not Tested)	$ 25.00
Leaking Sample	$ 35.00
Name Discrepancy	$ 35.00
Report Corrections (Agency request)	$ 45.00
Sample Return	$ 35.00
Trip Charge—No charge if trip cancelled 2 hrs. prior to arrival	$ 40.00
Trip Charge—No samples picked up; no cancellation call 2 hrs. prior to pick up	$ 55.00

*All positive drugs screens will be confirmed by LC/MS/MS.
Drugs listed in panels may change based on laboratory discretion.

City Council Meeting **G. 24.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Memorandum of Understanding between the City and Loma Linda University Children's Hospital for use of the Children's Assessment Center and authorize the Chief of Police to execute the agreement (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 Memorandum of Understanding between the City and Loma Linda University Children's Hospital for use of the Children's Assessment Center and authorize the Chief of Police to execute the agreement.

RECOMMENDATION:

Staff recommends Council approve the Memorandum of Understanding between the City and Loma Linda University Children's Hospital for use of the Children's Assessment Center and authorize the Chief of Police to execute the agreement.

DISCUSSION:

During the course of criminal investigations involving child victims, the need sometimes arises for medical and forensic services to examine and diagnose children of suspected sexual and physical abuse. The County of San Bernardino and its affiliates, the Loma Linda University Children's Hospital (LLUCH), have entered into a contractual public-private endeavor to provide these services at the jointly operated Children's Assessment Center (CAC). The CAC has successfully operated for decades providing the aforementioned services to law enforcement agencies throughout the county to include the Redlands Police Department.

The attached Memorandum of Understanding will secure these services for Redlands residents for three years at an annual cost of $7,300. For this amount, the CAC will conduct examinations of all victims referred by the Redlands Police Department, prepare a written report, and conduct forensic interviews of children believed to be victims of abuse. The cost for this agreement is included in this year's budget and will be requested in subsequent years.

ALTERNATIVES:

Do not approve the MOU and direct staff to seek alternative sources for these services.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Rachel Tolber, Chief of Police

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
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:	$7,300
Budgeted Y/N:	Y
Account No.:	101202-6105

Discussion:

Funds for these services were budgeted for in FY 2024/25 and will be requested in subsequent years.

Attachments

LLUCH MOU

MEMORANDUM OF UNDERSTANDING

between

Loma Linda University Children's Hospital

And

San Bernardino County Police Departments

for

Use of Children's Assessment Center

July 1, 2024

WHEREAS, there exists a need for additional medical and forensic services to examine and diagnose children of suspected child abuse; and

WHEREAS, the County of San Bernardino and its affiliates, and Loma Linda University Children's Hospital (LLUCH), have entered into a contractual public-private endeavor to provide these services at the jointly operated Children's Assessment Center (CAC); and

WHEREAS, because of the above-referenced public-private endeavor, the LLUCH is offering the County's local law enforcement and other child protecting Agencies an opportunity to obtain the medical and forensic services needed to examine and diagnose children of suspected sexual and/or physical abuse;

NOW THEREFORE, the LLUCH and local law enforcement Agencies and other child protecting Agencies, hereinafter referred to as Agencies, mutually agree to the following terms and conditions:

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I. DEFINITIONS

A. Agencies - For purposes of this MOU, local law enforcement and other child protecting Agencies able to access the services of the Center.

B. Children's Assessment Center (CAC) - Referred to as the Center. For purposes of this MOU, shall only be that portion of the Center which is for the medical and forensic interview, examination and diagnosis of suspected child sexual and/or physical abuse. It does not include the direct treatment of the emotional, mental or physical consequences of abuse.

C. Loma Linda University Children's Hospital (LLUCH) - Will provide the Center's Medical Director who is responsible for the medical direction of the Center.

II. SERVICES TO BE PERFORMED

A. The Center shall provide a medical sexual and/or physical abuse evidentiary examination by an examiner qualified for the practice of medical diagnosis of child abuse as well as qualified for practicing their medical specialty. The examination shall include medical history, physical examination, and if medically appropriate, an in-depth examination of the genitalia using a coloposcope. The medical examination shall comply with the California Medical Protocol for Examination of Sexual Assault and Child Abuse Victims.

B. The Center shall provide the Agencies an original copy of the completed report of the outcome of the evaluation upon completion of the examination.

C. The Center's Medical Director shall have the absolute right and discretion to refuse to conduct a medical examination or order certain laboratory tests with respect to a particular child.

D. Qualified and trained Masters level professional with Child Forensic Interview Training (CFIT) and certification to perform the forensic interview(s) of a child suspected of being abused. The Forensic Interview (FI), shall work under the direction and control of the Medical Director and the Center's Manager.

1. All forensic interviews will be memorialized and a copy of the interview evidence will be provided to the referring Agencies.

2. Prior to conducting the forensic interview, the FI will review records relative to the child which have been provided to the Center and will consult with the authorized individual from the Agencies as to the content and purpose of the interview.

III. OBLIGATIONS OF AGENCIES

A. The Agencies shall pay to LLUCH an annual membership fee calculated by population size, as outlined in Exhibit A, which entitles them to the services outlined in Section II.

B. No changes to the fee structure or calculations will be permitted within the first year of this Agreement. All changes thereafter are to be reassessed on an annual basis and must be stated in a written amendment to this Agreement.

IV. INVOICE AND PAYMENT PROCEDURES

A. ANNUAL MEMBERSHIP FEE

LLUCH shall submit an invoice to the Agencies for the membership fee annually. The Agencies shall pay the membership fee within forty-five (45) days of receiving the invoice. The Agencies must submit payment within forty-five (45) days to continue to utilize the Center's services.

1. The annual membership entitles the Agencies access to services outlined in Section II of the agreement, it does not include the direct treatment of the emotional, mental, or physical consequences of abuse. LLUCH reserves the right and responsibility to bill and collect from third party payors (including Medi-Cal and private insurance) any fees for evidentiary medical examination rendered by CAC during any client session.

B. BILLING AND PAYMENT ADDRESSES

1. The Agencies' designated person and address for billing purposes shall be:

   BARSTOW POLICE DEPARTMENT
   Attn:
   220 East Mountain View Street, Barstow, CA 92311

   CHINO POLICE DEPARTMENT
   Attn:
   5450 Walnut Avenue, Chino, CA 91708

   COLTON POLICE DEPARTMENT
   Attn:
   650 N. La Cadena Drive, Colton, CA 92324

   FONTANA POLICE DEPARTMENT
   Attn:
   17005 Upland Avenue, Fontana, CA 92335

   MONTCLAIR POLICE DEPARTMENT
   Attn:
   4870 Arrow Highway, Montclair, CA 91763

   ONTARIO POLICE DEPARTMENT
   Attn: Fiscal Services
   2500 South Archibald Avenue, Ontario, CA 91761

   REDLANDS POLICE DEPARTMENT
   Attn:
   30 Cajon, Post Office Box 1025, Redlands, CA 92373

   RIALTO POLICE DEPARTMENT

Attn:
128 North Willow Avenue, Rialto, CA 92376

SAN BERNARDINO POLICE DEPARTMENT
Attn: Finance Unit
290 North "D" Street, San Bernardino, CA 92402

UPLAND POLICE DEPARTMENT
Attn: Lieutenant
1499 West 13th Street, Upland, CA 91786

2. Payments shall be made payable to:

LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL

The address and designated person for pilling purposes shall be:
CHILDREN'S ASSESSMENT CENTER
Attn: Program Administrator
700 E. Gilbert Street, San Bernardino, CA 92415

V. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION

Each party to this agreement agrees to indemnify and hold harmless the other party and its officers, employees, agents and volunteers from any and all claims or actions resulting from the other party's acts, errors or omissions and for any costs or expenses incurred by the party on account of any claim therefore.

B. INSURANCE

Each Agency to this agreement is a public entity and is legally self-insured under the laws of the State of California. LLUCH is also legally self-insured under the laws of the State of California.

VI. TERM

This Memorandum of Understanding (MOU) is effective as of July 1, 2024 and expires June 30, 2027, but may be terminated earlier in accordance with provisions of Section VII of this MOU.

VII. EARLY TERMINATION

This MOU may be terminated without cause upon thirty (30) days written notice by either Agency. LLUCH is authorized to exercise rights as to all or any of the Agencies with respect to any termination of this MOU. The Agency's Director, or his/her appointed designee, has authority to terminate this MOU on behalf of the Agencies.

VIII. GENERAL PROVISIONS

A. When notices are required to be given pursuant to this MOU, the notices shall be in writing and mailed to the following respective addresses listed below.

1. Agencies:

BARSTOW POLICE DEPARTMENT
Attn:
220 East Mountain View Street, Barstow, CA 92311

CHINO POLICE DEPARTMENT
Attn:
5450 Walnut Avenue, Chino, CA 91708

COLTON POLICE DEPARTMENT
Attn:
650 N. La Cadena Drive, Colton, CA 92324

FONTANA POLICE DEPARTMENT
Attn:
17005 Upland Avenue, Fontana, CA 92335

MONTCLAIR POLICE DEPARTMENT
Attn:
4870 Arrow Highway, Montclair, CA 91763

ONTARIO POLICE DEPARTMENT
Attn: Fiscal Services
2500 South Archibald Avenue, Ontario, CA 91761

REDLANDS POLICE DEPARTMENT
Attn:
30 Cajon, Post Office Box 1025, Redlands, CA 92373

RIALTO POLICE DEPARTMENT
Attn:
128 North Willow Avenue, Rialto, CA 92376

SAN BERNARDINO POLICE DEPARTMENT
Attn: Finance Unit
290 North "D" Street, San Bernardino, CA 92402

UPLAND POLICE DEPARTMENT
Attn: Lieutenant
1499 West 13th Street, Upland, CA 91786

2. LLUCH:

LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL
Ambulatory Administration
11234 Anderson Street, CH1816
Loma Linda, CA 92354

B. Nothing contained in this MOU shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall

either Agency have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Agency hereto.

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

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

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

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

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

F. If any provision of the MOU is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the MOU shall not be affected.

G. This MOU shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Agencies agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes resulting under this MOU, to the exclusion of all other federal and state courts.

H. This MOU is not assignable by Agencies either in whole or in part.

I. Agencies shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this

MOU, except for statistical information not identifying any participant. The Agencies shall not use or disclose any identifying information for any other purpose other than carrying out the Agency's obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.

Moreover, Agencies and LLUCH both recognize the breadth of laws and regulatory requirements concerning the confidentiality of child sexual abuse information and will ensure that their employees, volunteers and agents are familiar with the lawful release and exchange of such confidential information.

J. Agencies and LLUCH shall comply with all Federal, State and local laws and regulations and requirements.

XI. CONCLUSION

A. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

Signatures to Follow

LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL

Name: Peter Baker
Title: Senior Vice President
Date: 5/3/24

BARSTOW POLICE DEPARTMENT

Name: Andrew Espinoza Jr.
Title: Chief of Police
Date:

CHINO POLICE DEPARTMENT

Name: Kevin Mensen
Title: Chief of Police
Date:

COLTON POLICE DEPARTMENT

Name: Henry Dominguez
Title: Chief of Police
Date:

FONTANA POLICE DEPARTMENT

Name: Michael Dorsey
Title: Chief of Police
Date:

MONTCLAIR POLICE DEPARTMENT

Name: Jason Reid
Title: Chief of Police
Date:

ONTARIO POLICE DEPARTMENT

Name: Michael Lorenz
Title: Chief of Police
Date:

REDLANDS POLICE DEPARTMENT

Name: Rachel Tolber
Title: Chief of Police
Date:

RIALTO POLICE DEPARTMENT

Name: Mark P. Kling
Title: Chief of Police
Date:

SAN BERNARDINO POLICE DEPARTMENT

Name: Darren L Goodman
Title: Chief of Police
Date:

UPLAND POLICE DEPARTMENT

Name: Marcelo Blanco
Title: Chief of Police
Date:

Exhibit A

Fee Structure: Fees are calculated by population. Cities with a population over 50,000 pay $5,000 membership fee plus 10 cents per resident over 50,000 residents. Cities with populations below 50,000 residents pay the $5,000 membership fee only. All jurisdictions paying fees are entitled to receive unlimited assessments at no additional cost.

Jurisdiction	Population	Annual Fee
San Bernardino Police Department	220,000	$22,000
Fontana Police Department	212,000	$21,200
Ontario Police Department	179,000	$17,900
Rialto Police Department	103,000	$10,300
Chino Police Department	93,000	$9,300
Upland Police Department	78,000	$7,800
Redlands Police Department	73,000	$7,300
Colton Police Department	53,000	$5,300
Barstow Police Department	<50,000	$5,000
Montclair Police Department	<50,000	$5,000

City Council Meeting **G. 25.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve sole-source with Cellebrite, Inc. for subscription renewal to operate the Cellebrite system, in an amount not to exceed $62,531.25 per fiscal year from July 1, 2024 through June 30, 2026 (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 sole-source purchase with Cellebrite, Inc. for subscription renewal to operate the Cellebrite system, in an amount not to exceed $62,531.25 per fiscal year from July 1, 2024 through June 30, 2026 (for a total of 125,062.50).

RECOMMENDATION:

Staff recommends that Council approve the sole-source with Cellebrite, Inc. for subscription renewal to operate the Cellebrite system, in an amount not to exceed $62,531.25 per fiscal year from July 1, 2024 through June 30, 2026 (for a total of 125,062.50).

DISCUSSION:

Services:

Enhancement of Cellebrite Services In 2020, the Redlands Police Department (RPD) signed a Memorandum of Understanding with the Los Angeles Police Department's Internet Crimes Against Children Task Force. As an affiliate member of the task force, RPD has received hardware, software, and training required for the assignment including Cellebrite UFED 4PC.

The digital age and technology have created the opportunity for a new type of

electronic criminal activity. With the growing use of computers and mobile devices, electronic evidence can potentially be located on phones and computers in almost every criminal case. Cellebrite software and technology is a force multiplier that provides police investigators the ability to access electronic evidence located on cell phones and other electronic devices.

Cellebrite UFED 4PC annual subscription expense ($6,374.27). This software enables detectives to forensically analyze various forms of technology including cellular phones and computers, for crucial forms of evidence. The analysis of cell phones has played a critical role in almost every murder investigation in the last decade. Prior to RPD obtaining the Cellebrite technology, RPD relied on other law enforcement agencies to conduct forensic analysis on digital devices which often delayed the findings. RPD considers Cellebrite to be an essential tool for all major law enforcement investigations. RPD has conducted forensic analysis on over hundreds of digital devices and obtained important evidence leading to the apprehension and arrest of suspects.

Cellebrite Premium SaaS annual subscription expense ($21,609.12). Despite the success, the basic Cellebrite package does not allow the ability to access digital devices that have locked passcodes. The Cellebrite Premium package includes 35 “actions.” Each action allows detectives to access locked phones and obtain any evidence that is located on the phone. These actions can be used for iOS or Android extractions, and the cost includes remote training and hardware.

Cellebrite Pathfinder annual subscription expense ($87,016.61). In addition to the Cellebrite premium package, Cellebrite Pathfinder is a more effective program that enables investigators and analysts to collaborate and identify key evidence contained in computers and cell phones using a web-based program. Cellebrite Pathfinder eliminates the time-consuming manual review of cell phone digital data. Cellebrite Pathfinder will reduce time spent on investigations by automating decoding and analysis of digital data and by enabling investigators to sift through massive quantities of data at a much faster rate. It is a force multiplier that uses artificial intelligence (AI) and machine learning algorithms to automatically identify patterns, reveal connections, and uncover leads with greater speed and accuracy, thus saving critical time on investigations. Pathfinder will benefit all the units within the police department from the simple investigation to internet crimes against children and human trafficking.

The total for the two-year subscription is $125,062.50.

ALTERNATIVES:

Do not approve the sole-source purchase of the Cellebrite software and hardware to run the Cellebrite system for the amount of $125,062.50.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Rachel Tolber, Chief of Police

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

REVIEWED BY:
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Commander Sean Flynn

Fiscal Impact

Fiscal Year:	2024-25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$62,531.25
Budgeted Y/N:	Y
Account No.:	249200-6703
Discussion:	

Attachments

Redlands PD - Cellebrite Renewal
Cellebrite Sole-Single Source Request Form
Cellebrite Sole-Single Source Attachment

Cellebrite Inc.
8065 Leesburg Pike,
Suite T3-302
Vienna, VA 22182
USA

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
http://www.cellebrite.com

Cellebrite Digital intelligence for a safer world

Quote

Quote# Q-389325-1
Date: Apr 30, 2024

Billing Information
Redlands Police Department
Accounts Payable
PO BOX 3005
Redlands, California 92373
United States

Contact: Redlands Accounts Payable
Phone: 9093354722

Delivery Information
Redlands Police Department
30 CAJON ST
REDLANDS, CA 92373-4710
United States

Contact: GRANT RIGBY
Phone: (909) 557 6571

Wire To:
Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Check Remittance (Only for NA):
Cellebrite Inc. ,
PO BOX 23551
New York, NY, 10087-3551

End Customer: Redlands Police Department

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00176331	Jul 01, 2024	Net 30	USD	Zachary Perry

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price\Unit	Net Price
B-PAAS-02-004	Premium as a Service Core package	1	Jul 01, 2024	Jun 30, 2026	1410447835	21,609.12	21,609.12
U-AIS-02-134	Premium aaS 35 Unlocks and Unlimited Extraction Annual Subscription	1	Jul 01, 2024	Jun 30, 2026	1410447835	0.00	0.00
U-AIS-02-139	Premium as a Service End Point	1	Jul 01, 2024	Jun 30, 2026	1410447835	0.00	0.00
B-ANY-05-001	Pathfinder Subscription Package	1	Jul 01, 2024	Jun 30, 2026	856525124119277714	87,016.61	87,016.61
Number of users =Unlimited, Number of extractions =200							
S-UFD-17-044	Pathfinder Subscription	1	Jul 01, 2024	Jun 30, 2026	856525124119277714	0.00	0.00
Number of users =Unlimited, Number of extractions =200							
B-UFD-10-001	UFED 4PC Ultimate Subscription	1	Mar 23, 2025	Jun 30, 2026	1410447835	6,374.27	6,374.27

SubTotal	USD 115,000.00
Shipping & Handling	USD 0.00
Sales Tax	USD 10,062.50
Total	USD 125,062.50

Comments:

DRAFT

Terms and Conditions:
- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.

- Quote is subject to regulatory approval.

- Freight Terms: FCA (NJ)
- Limited Warranty: Hardware:12 Months; Software:60 days; Touch Screen:30 days
- General: The following terms shall apply to any product at http://legal.cellebrite.com/us/index.html
- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html
- Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at https://legal.cellebrite.com/CB-us-us/index.html
- Premium: The following terms shall apply only to Cellebrite Premium at http://legal.cellebrite.com/intl/PremiumUS.htm
- Pathfinder: The following terms apply to Cellebrite Pathfinder at https://legal.cellebrite.com/PF-Addendum.htm
- Training Services: The following terms apply to Cellebrite Training Services at http://legal.cellebrite.com/intl/Training.htm
- SaaS: The following terms apply to Cellebrite SaaS Services at https://legal.cellebrite.com/SaaS.htm
- Endpoint SaaS: The following terms apply to Cellebrite Cellebrite Endpoint SaaS at https://legal.cellebrite.com/Endpoint-SAAS.html

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.
Please indicate the invoice number when remitting payment

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.
Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above , and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: Redlands Police Department

Signature: _____ **Effective Date:**

Name (Print): _____ **Title:** _____

Please sign and email to Zachary Perry at zach.perry@cellebrite.com

DRAFT

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: 5/21/24

TO: Purchasing Division

FROM: Cmdr. S. Flynn

Purchase Requisition # _____

Estimated Total Cost: $ 125,062.50

Proposed Vendor: Cellebrite Inc.

Request Term: _____

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

See Attached

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

If this sole/single source service was no longer available, the department wold lose the ability to conduct forensic examinations of mobile phones and other electronic devices.

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

Sean Flynn Digitally signed by Sean Flynn Date: 2024.05.21 09:23:44 -07'00' 5/21/2024

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

A Sole Manufacturer justification exists because the solutions identified in this document, required to satisfy the agency's needs, are only manufactured, developed or made available from Cellebrite Inc.

Cellebrite DI Ltd., acting through its United States-based subsidiary, Cellebrite Inc., is the sole manufacturer and developer of all Cellebrite products listed below in detail:

- Cellebrite Pathfinder
- Cellebrite Premium as a service
- Cellebrite UFED

Cellebrite Inc. was established in 1999 and is based in Parsippany, NJ and Vienna, VA, and is incorporated in the state of Delaware. Cellebrite Inc. supports customers and users in the US, Latin America, Canada and Mexico. With more than 60,000 extraction licenses deployed in 150 countries, Cellebrite' s forensic extraction products have been deployed throughout the world, and our Cellebrite Pathfinder Products (Pathfinder Desktop, Pathfinder Teams and Pathfinder Enterprise) are extensions of these forensic extraction products. Our forensic extraction customers include the Department of Defense, Federal Government, Intelligence Organizations, Military, and Law Enforcement Divisions.

The Cellebrite Pathfinder Enterprise product includes capabilities that are exclusive to Cellebrite and not available from any other company. No other Digital Evidence Intelligence Analytics product can natively ingest Cellebrite UFD files.

This comprehensive package also allows for unique cross-case and multiple phone extraction analysis, such that key relationships can be discovered by extending searches to device extractions that are tied to other cases within the database. Multiple filters can be activated simultaneously and can be set to enable the inclusion and exclusion of specific datasets for refinement of search. Further, a collaborative investigative approach is supported by the feature of tagging selected pieces of evidence and sharing them with other investigators or analysts who are granted case access within the system. All these key data elements can be included in a forensic style report in an easy-to-read PDF, Word, or Excel format for the benefit of the Investigating Agents and Prosecutors to present in court.

Additional capabilities of interest include optical character recognition for enhanced text searches across pictures such as JPEG files, text extraction form documents such as Word, PDF, Excel, etc. and language identification for many languages, among them English, Spanish, German, French, Pashto, Urdu, Arabic, Farsi, Chinese, and Japanese languages and many more. These capabilities combined with the ability to automatically attribute various aliases to a specific individual make this analytics tool unique in the marketplace.

Cellebrite Inc. is the sole developer and manufacturer of Cellebrite Premium-as-a-Service. Cellebrite Premium-as-a-Service has capabilities that are exclusive to Cellebrite and not available from any other company. No other solution can unlock and extract leading Android vendors such as Samsung, Xiaomi, LG, Huawei, Motorola, Sony, Google and others in addition to Apple iOS devices. As Mobile devices play a major role during investigations, Cellebrite Premium-as-a-Service technology provides Law Enforcement personnel access to the newest locked, encrypted, and updated Mobile devices. This capability enables the Law Enforcement to collect digital evidence such as phone logs, IM, chat messages, social media, emails, images and other information that is locked and encrypted.

Cellebrite Inc. is the sole developer and manufacturer of Universal Forensic Extraction Device (UFED) Mobile Forensics solutions including UFED Touch 2, UFED 4PC, UFED Touch 3, Physical Analyzer and UFED Reader.

The UFED is a mobile forensics unlock, extraction, decoding, and analysis tool that extracts logical, file system, and physical data from mobile devices (i.e., smartphones, cell phones, tablets, GPS units, SIM cards, memory cards, and USB devices), including live and deleted data, contacts, phone numbers, call logs, text messages, SMS messages, app data (social network and other), location data, pictures, videos, and voice messages.

UFED technology provides digital forensic lab examiners, investigators, field personnel, and first responders with the capability to collect, protect and act decisively on mobile device data with the speed and accuracy a situation demands.

UFED technology includes capabilities that are exclusive to Cellebrite and not available from any other company.

City Council Meeting **G. 26.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Master Subscription Agreement, and accompanying Professional Services Addendum with Brightly Software, Inc. for an amount not to exceed $117,904.14 related to an asset management software system (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 the agreement with Brightly Software, Inc. is categorically exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and
2. I move that the City Council approve a Master Subscription Agreement and accompanying Professional Services Addendum with Brightly Software, Inc.

RECOMMENDATION:

Staff recommends that the City Council approve a Master Subscription Agreement, accompanying Professional Services Addendum, and scope of work proposal with Brightly Software, Inc. for an amount not to exceed $117,904.14 to provide an asset management software system. Staff further recommends that the City Council determine that approval of the agreement with Brightly Software, Inc. is categorically exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Facilities and Community Services Department Building Maintenance Division is responsible for maintaining over 500,000 square feet of facilities that support the City of Redlands operations and public use. Proper planning, tracking, and scheduling of maintenance, repairs, and replacement of assets within these buildings is critical to ensure city staff can provide the necessary resources for the community.

In order to manage the vast number of facilities, systems, and assets within the City, it was determined that a new asset management system is necessary. It was further determined that Brightly Software, Inc. (Brightly) can provide all the features desired to ensure the most efficient services are provided.

Brightly, a Siemens company, is the global leader in intelligent asset management solutions. Formerly operated under the name "Dude Solutions", Brightly has been providing asset management tools to government agencies for more than two decades. Now as part of the larger Siemens umbrella of companies, they continue to innovate and expand offerings to customers that allow public entities to plan intelligently and work more productively to serve their people. Brightly, an asset management software system will effectively support the goals and objectives outlined by the City in several ways:

1. Tracking Assets: Brightly has the capability of enabling comprehensive tracking of all city-maintained assets such as drainage systems, streets, landscape features, sewer infrastructure, lighting, parks, facilities, and more. It facilitates the creation of work orders and scheduling preventive maintenance of these assets.
2. Documentation Management: The system allows for the storage and access of documents associated with assets and equipment, including repair manuals, plans, and "as-built". This information is readily available in the field to personnel with internet access, ensuring efficient maintenance operations.
3. Asset Management Features: Brightly tracks asset depreciation and work history with each asset. It also provides mapping capabilities to locate assets and job sites on a map, facilitating efficient resource allocation and job assignment.
4. PM and Planned Inspection Tracking: The software supports project management and enables the scheduling and tracking of inspections, ensuring compliance and proper maintenance of city assets.
5. Accessibility and Mobility: The software is available via the web and offers apps for portable devices, enabling field personnel to access critical information and perform necessary tasks while on the go.

By leveraging Brightly, the City can effectively manage its diverse range of assets, streamline maintenance operations, ensure regulatory compliance,

optimize resource allocation, and enhance overall efficiency in asset management processes. In addition to the management software, Brightly will be providing a full facility condition assessment, preventative maintenance schedule development, and barcode tagging of all assets for easy identification and tracking when work or service is performed. The facility condition assessment will also provide guidance for capital projects over the next several years and assist staff in prioritizing projects based on data-supported recommendations.

In accordance with the City's procurement policies, staff utilized an existing cooperative contract agreement for Public Sector and Education Administration Software Solutions with Related Services and Utility Equipment with Sourcewell. By utilizing the Sourcewell Cooperative purchasing, the City can benefit from previously posted bid packages that have been competitively bid and awarded. Through this process, agencies can review bid results from more than 50,000 government, educational, and nonprofit organizations and draw from the terms and pricing for similar products. Staff is recommending that the City Council approve the Sourcewell cooperative Master Subscription Agreement with Brightly Software Inc. (Sourcewell Contract #090320-SDI) to ensure the most cost-effective bid on the software and service.

ALTERNATIVES:

City Council may elect not to award the agreement to Brightly Software, Inc. and provide alternative direction to staff.

STRATEGIC PLAN:

Supports Strategic Priority D - Sustainability

SUBMITTED BY:
Tabitha Crocker, Director

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

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

PREPARED BY:
Kathleen Giorgianni, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	2024-2026
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	117,904.14
Budgeted Y/N:	Yes
Account No.:	101301

Discussion:

The total cost for implementation, including the subscription fee through June 30, 2025, will be $117,904.14 and was included in the FY 2022-2024 budget. The subscription fee for subsequent years is included in the FY2024/26 budget.

Attachments

Sourcewell Contract

Master Subscription Agreement and Addendum

Scope of Work / Cost Proposal

Solicitation Number: RFP #090320

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Dude Solutions, Inc., 11000 Regency Pkwy. #110, Cary, NC 27518 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 2, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above “Attn: Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 10/27/2020 | 11:52 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 11/6/2020 | 10:35 AM CST

Dude Solutions, Inc.

DocuSigned by:
By: Brian Benfer
3EA8A039B93A40C...
Brian Benfer
Title: SVP of Sales

Date: 11/6/2020 | 10:31 AM CST

RFP 090320 - Public Sector and Education Administration Software Solutions with Related Services

Vendor Details

Company Name:	Dude Solutions
Does your company conduct business under any other name? If yes, please state:	North Carolina
Address:	11000 Regency Pkwy #110 Cary, NC 27518
Contact:	Melissa Buchanan
Email:	melissa.buchanan@dudesolutions.com
Phone:	877-655-3833
HST#:	56-2174429

Submission Details

Created On:	Tuesday July 21, 2020 08:36:17
Submitted On:	Thursday September 03, 2020 10:10:22
Submitted By:	Kathryn Bennett
Email:	rfp@dudesolutions.com
Transaction #:	8a7239b5-02fa-4203-b5f1-1fc39aafc238
Submitter's IP Address:	73.153.115.208

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Dude Solutions, Inc.	*
2	Proposer Address:	11000 Regency Pkwy #110 Cary, NC 27518	*
3	Proposer website address:	https://www.dudesolutions.com/	*
4	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):	Brian Benfer, SVP of Sales 11000 Regency Pkwy #110 Cary, NC 27518 (877) 655-3833 brian.benfer@dudesolutions.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian Benfer, SVP of Sales 11000 Regency Pkwy #110 Cary, NC 27518 (877) 655-3833 brian.benfer@dudesolutions.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kelly Caputo, General Counsel 11000 Regency Pkwy #110 Cary, NC 27518 (919) 459-3163 kelly.caputo@dudesolutions.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	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.	Dude Solutions is a leading software-as-a-service (SaaS) provider of operations management solutions to education, government, healthcare, senior living, manufacturing and membership-based organizations. For nearly two decades, Dude Solutions has inspired clients to create better work and better lives. We combine innovative, user-friendly technology with the world’s smartest operations engine, empowering operations leaders to transform the most important places in our lives. Today, more than 12,000 organizations use our award-winning software to manage maintenance, assets, energy, safety, IT, events and more. Company Facts Company Name: Dude Solutions, Inc. (DSI) Date Established: 1999 Markets Served: Clubs & Associations, Education, Government, Healthcare, Manufacturing Office Locations: Headquarters located at 11000 Regency Parkway, Ste 110, Cary, NC 27518 Phone number: 1-877-655-DUDE (3833) Employees: As of May 2020, we have 520+ employees Former Names: SchoolDude/FacilityDude State of Incorporation: Delaware	*

8	What are your company's expectations in the event of an award?	Dude Solutions intends to continue to closely support participating entities that are already using our products. Our Legendary Support Team and robust customer service organization will provide Sourcewell's participating entities with the product information and new services they need to keep their operations optimized. Similarly, our sales team is dedicated to expanding our roster of participating entities, offering exceptional value to Sourcewell's subscribers.	*
9	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.	Please refer to the attached financial disclosure form in the bid attachments section.	*
10	What is your US market share for the solutions that you are proposing?	In 2019, Dude Solutions surpassed $100 million in annual revenue. Dude Solutions' more than 12,000 clients and more than 800,000 active users span Federal, DoD, State agencies, local government organizations, and commercial entities.	*
11	What is your Canadian market share for the solutions that you are proposing?	Dude Solutions currently supports more than 550 clients across education, manufacturing, government and healthcare industries throughout Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	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?	b) Dude Solutions will primarily use our own employees to implement the software we provide. Dude employees are responsible for training, onsite consultation and ongoing client support. Our sales and service force is primarily employed by Dude Solutions. In some instances, Dude Solutions will partner with third-party vendors to complete professional services such as facilities condition assessments or utility bill gathering and population. DSI leverages the below evaluation criteria when considering a subcontractor: Markets Served – Must align to DSI Markets (Education, Government, Healthcare or Manufacturing) Years in Business/Market – Must show a consistent track record in the market Geographical Areas Served – Must have regional or national footprint Number of Employees – Must have available resources to staff appropriately Revenue and Financial Stability – Must show a consistent track record of growth and profitability Subject Matter Expertise – Must provide industry knowledge and subject matter expertise Added Value Services Provided – Must provide a service that would be a value to DSI client base References – Must have quality references If a subcontractor passes the initial criteria above, prior to approval of a subcontractor, the subcontractor must meet the following: DSI Minimum Insurance Requirements DSI Payment Terms To become a DSI authorized Service Provider, Vendors have to have an active master service agreement in place with the DSI. Agreement is needed to by our Executive Leadership team.	*

14	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.	Dude Solutions has not identified any professional licenses that are required to be held by the organization in pursuit of the business contemplated by the RFP. We would like to describe the licenses and certifications related to our data storage, which provide clients with peace of mind regarding their information management and business continuity. Data storage certification and licensure Dude Solutions performs annual HIPAA and PCI Data Security Standards assessments. Dude Solutions is EU-US Privacy Shield registered. The data centers where Dude Solutions Customer data is stored and processed are audited under SSAE 18 Type 2 SOC 2, PCI-DSS1, GLBA and HIPAA standards annually. They are also ITAR and EU-US Privacy Shield registered. Third party security audits are conducted annually and include penetration testing and internal network security audits for all locations. Dude Solutions aligns with the requirements of the Family Education Rights and Privacy Act (FERPA). FERPA does not require or recognize audits or other certifications, so any academic institution that is subject to FERPA must assess for themselves whether and how its use of a cloud service affects its ability to comply with FERPA requirements. Dude Solutions makes the following contractual commitments that attest to its alignment: Dude Solutions commits to using Customer data only to provide organizations with our cloud services and does not mine Customer data for advertising Dude Solutions commits not to disclose Customer data except as the educational institution directs, as described in the contract, or as required by law Dude Solutions applications do not process, store or transmit sensitive student information or student educational records The CJIS standards are generally based on standard security best practices (ex. ISO 27001 and NIST) with which Dude Solutions is aligned. Dude Solutions application are not designed or intended to access CJI. Likewise, the services provided by Dude Solutions support personnel to implement and maintain our application do not require or even contemplate access to Customer systems processing CJI. Dude Solutions has mapped our controls and the controls of our partners to the NIST Cloud Computing reference architecture and associated controls as defined by the Cybersecurity Framework. Dude Solutions is committed to compliance with these NIST requirements and other relevant industry standards such as NIST 800-53, NIST SP 800-171, and FIPS 200.	*
15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Dude Solutions, Inc. has no past or present litigation, suspension or debarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	In addition to recognition received for our rapid revenue and employee growth—and being recognized as one of the region's "Best Places to Work" over multiple years—Dude Solutions has garnered media attention in both local and national publications for our various products, client service, and partner relationships. Several of them are documented below: Automation World online published an article based on Pepsi Bottling Venture's success with our software platform. August 2017 MyTechDecisions.com featured our Event Publisher software, and its use by our client, Spartanburg Community College, in their Project of the Week on Tech Decisions. September 2017 HFM Magazine published an article on our CMMS solutions for hospitals featuring TheWorxHub product. June 2017 GovTech.com ran an article from the perspective of our client, Spalding County, GA, in its online outlet: Government Technology. June 2017 Worship Facilities Magazine featured a Dude Solutions' case study with NorthRidge Church on worshipfacilities.com. July 2017 Senior Housing News was inspired enough by our whitepaper, Including Maintenance within Your Community's Strategic Plan, to publish an article on the topic on its site: seniorhousingnews.com. September 2017 Dude Solutions' other awards include: Finalist in the Software category for the 2019 NC TECH Awards, North Carolina's annual statewide awards program recognizing innovation, growth and leadership in the tech sector. #13 on the 2019 NC Mid-Market Fast 40, our second year in a row on this list, which recognizes mid-size companies in North Carolina based on revenue and employment growth. Won the Triangle Business Journal Leaders in Diversity Award, recognizing companies that have shown an exceptional commitment to promoting practices that advance diversity in the workplace and in business leadership. A nod to the fantastic work our diversity committee has done in just one year of existence. And finally, one of our products, TheWorxHub, took home the Vision Award in the Smart Buildings/IoT/Software category.	*
17	What percentage of your sales are to the governmental sector in the past three years	Dude Solutions maintains approximately 1,500 government clients. Government sales have made up the following percentages of our annual revenue: Year Percentage of Revenue 2018 19% 2019 21% 2020 27%	*
18	What percentage of your sales are to the education sector in the past three years	Dude Solutions maintains approximately 5,800 education clients. Education sales have made up the following percentages of our annual revenue: Year Percentage of Revenue 2018 59% 2019 57% 2020 53%	*
19	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?	Dude Solutions participates in AEPA, Omnia and Mohave cooperative purchasing agreements. We are happy to provide more information about the sales volumes of these contracts with the completion of an NDA.	*
20	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?	None	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of London, Ontario, Canada	Khaled Shahata	(519) 661-2500 x7011	*
Western Washington University	Scott Dorough	(360) 650-2412	*
City of Mount Vernon, Washington	Chris Phillips	(360) 336-6214	*
Elk Grove Unified School District	Chris Bohrer	(916) 686-7745	
Teton County, Wyoming	Paul Cote	(307) 699-3496	

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *	
Stockton Unified School District	Education	California - CA	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Austin ISD	Education	Texas - TX	Project Services - Facility Condition Assessment	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Delaware Office of Management and Budget - Division of Facilities Management	Government	Delaware - DE	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Baltimore City Public Schools	Education	Maryland - MD	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Palm Springs Unified School District	Education	California - CA	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*

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 *	
23	Sales force.	The estimated number of employees in the major sales-related departments follows. Please note that not all employees are represented in this list. Total Employees 520 Sales 145 Marketing 18	*
24	Dealer network or other distribution methods.	At this time, Dude Solutions offers cloud-based software that does not require a dealer or distribution network; these functions are performed internally.	*

25	Service force.	Total Employees 520 Client Services 135 Development 69 Product Management 40 IT 6 Accounting/Hr/Legal/Biz Ops/Other Support 57	*
26	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.	For almost two decades, Dude Solutions has strived to be a leader in both Software-as-a-Service enterprise operations management systems and in client satisfaction. We work hand in hand with our clients every day to help them achieve their goals and create the best work of their lives. Our commitment is shown by the numbers: 12,000+ daily users 93% retention rate 97.5% customer satisfaction rating Net Promoter Score of 54 – ahead of all competitors and iconic companies such as Target, IBM and more Customer Support From the moment you start as a client, you'll have a dedicated representative there to help you every step of the way. And, that support doesn't stop when implementation is complete. As a Dude client, you will receive unlimited training and technical support for the duration of your subscription term. Your primary support will come directly from our headquarters in Cary, North Carolina. Our policies require that our toll-free technical support hotline be answered before the third ring. You'll always reach a live representative when you call, and we answer 98% of all email questions within one hour. We also aim to resolve our clients' issues within two hours. And, there are never any additional charges or support contracts involved. Whether you have technical questions, need advice, need to get a new hire trained, or need to quickly run a report before your upcoming board meeting, help is only a call, e-mail or chat away. Lifetime support for all active product subscriptions includes: Toll-free telephone support by dialing (877) 655-3833, Monday to Friday 8:00 AM – 6 PM ET Friendly representatives will answer the phone within 3 rings and direct you to a knowledgeable team member who can help Send us an email – we answer 98% of our support emails within 1 hour Reach us instantly through our software with live chat during business hours Best practices webinars and podcasts which share new trends, popular reports, and tips Training review webcasts are a great resource for clients who need a refresher after their initial training, or for new employees that could benefit from a training session DSI shall use commercially reasonable efforts to make the Service available 99.9% for each full calendar month during the Term, determined on a twenty-four(24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-DSI Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall give at least eight (8) hours prior electronic notice of Service maintenance events and schedule outside the business hours of 6:00 AM - 10:00 PM EST. DSI shall use reasonable efforts to ensure the availability of the API in accordance with the service levels described in Section 3.3(a). Notwithstanding the foregoing, DSI does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes the API (including, without limitation, any such product, application or service developed by Subscriber). Moreover, DSI shall not be liable to Subscriber or any Third Party for the unavailability of the API or the failure of the API to perform in accordance with its specifications. Subscriber shall not represent to any Third Party any availability or performance levels with respect to the API. Dude Solutions is transparent regarding our systems availability. We publicly post our availability site (http://status.dudesolutions.com/) to provide customers with access to our historical availability metrics and real-time status.	*

27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Dude Solutions is willing and able to provide products and services to all Sourcewell participating entities in the United States. Our team completes implementation for more than 500 clients and 2,000 products annually. Our 500-person global team supports more than 12,000 clients. Our capacity to quickly respond to Sourcewell members' needs is more than adequate, thanks to our Agile approach to development and implementation. For more than 20 years, we have demonstrated a proven track record of building, migrating, and managing a wide variety of enterprise COTS software solutions in the cloud. Our strengths as a partner revolve around our core expertise with product- and user-centric software development. Dude Solutions bolsters this focus with best practices in modern software development lifecycle, including ongoing commitment to Agile methodologies and beautiful UX design.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Dude Solutions maintains an office in Toronto, Ontario and provides services to more than 500 Canadian clients. Data storage for Dude Solutions products is hosted in the United States and complies with applicable security laws for government agencies in Canada and abroad. Dude Solutions provides software to clients in the United States and nine other countries around the world. We are fully capable of executing contracts and providing services for Canadian entities within both government and education sectors.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Dude Solutions does not have geographic limitations that would prevent us from serving any area of the United States or Canada that is adequately provisioned with internet service to deploy our software.	*
30	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?	Dude Solutions will participate in all entity sectors, including government, education and not-for-profit.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Dude Solutions offers virtual product implementation that would allow us to deploy our SaaS systems in any location with internet access.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	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.	When a DudeSolutions account executive identifies a client or prospect that is considering a solution and also mentions they are planning to use an RFP process, the employee will introduce Sourcewell as an option that would be of benefit to the client and/or prospect. This happens in highly customized, one-to-one conversation between the prospect/client and the DudeSolutions employee. Because most of our clients and prospects are already Sourcewell members, we primarily need to remind them of the benefit that Sourcewell provides at the right point in their buying process. Dude Solutions intends to provide a website section dedicated to our valued cooperative purchasing partners, along with co-branding that will clearly identify Sourcewell as a procurement mechanism. Further, our marketing team is providing opportunities for Sourcewell to directly reach potential clients through event sponsorship and access at Dude University. Collateral provided at Dude U, our annual user conference, will route prospects toward Sourcewell as a purchasing platform.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Dude Solutions uses a business intelligence tool called Qlik to power our marketing insights across channels and programs to best understand what is working most effectively in our strategy, programs, and mix. Qlik pulls data from SalesForce, Marketo and Google Analytics consolidates and allows a wide range of analytics across the prospect and client journey. This information allows us to make smart adjustments in our programs and approach.	*
34	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?	Dude Solutions would expect that Sourcewell will continue to represent our product lines, aligned to support the Public Sector and Education Administration Software Solutions with Related Services contract, as well as update their website with our marketing collateral, sponsor Dude University 2021 and potentially help us drive acquisition to events that we host, reaching thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada who are potential clients. Dude Solutions will continue to educate our national education and government vertical sales teams on the awarded contract (supporting contract documents, 60K member base, etc.) and continued education and value proposition using their contract offers to our entire public sector client base. We will be creating a landing page on our website to represent our partnerships, to include contracts awarded, and Sourcewell will have a microsite dedicated to the contract (and all supporting documents and a link back to your landing page). We will also plan to support/sponsor your annual event, H20, in 2021.	*
35	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.	Dude Solutions does not currently offer our products and services through an eCommerce and/or online purchasing platform.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	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.	Dude Solutions has a set methodology which is being used in thousands of organizations. We have developed a system that is easy to use and cost-effective. Topics we will cover could include setup of the system, training of all personnel, data conversion, and a step by step strategy for the transition from the current system to the proposed solution. Training is standard and included in the annual cost of our software, with the exception of our Professional Service Packages. These packages offer more in-depth training and custom classroom topics that may fall outside the scope of a traditional learning path. Training is tailored to each customer based on their system configuration. Standard training is also unlimited for our valued clients. Our internal client support and implementation team members provide training. We do not outsource this service. Dude Solutions utilizes a web-conferencing application allowing us to share desktops and view the same information between parties. Because all of Dude Solutions' modules/applications are totally on-demand, we are able to view the same information the client sees simultaneously. Dude Solutions has several approaches to training that ultimately are determined by the client. Dude Solutions provides virtual classroom training sessions as well as individual sessions. Clients can utilize a "train the trainer" approach. This includes training both during implementation as well as any ongoing training after your product goes live. We have the following primary mediums for delivering training: Virtual Classroom Training This method is conducted via internet and teleconferencing mediums. This allows you to go at your own pace through the implementation journey. Training curriculum and schedules are kept up to date on our help site. You will also benefit from building your industry network and hearing best practices from other clients in these one to many training sessions. Virtual training is an unlimited resource for all clients. Online Help Content Available around the clock, our help site includes guides and videos to assist clients with their Dude applications. It is also a great place to check for regular product enhancements and updates based on client input. Virtual Consultation Packages If purchased, Dude Solutions will provide remote consultation for your organization to help you with everything from data cleanup and migration from legacy solutions, deep dive assessment of current workflow and configuration to end-user training and go-live support.	*
37	Describe any technological advances that your proposed products or services offer.	Dude Solutions is a leading provider of software-as-a-service (SaaS) solutions. Our software suite is 100% cloud-based and includes products for: Community Development Work & Asset Management Energy Management Technology Management Event Management Capital Forecasting Safety Management In addition to these products, Dude Solutions also offers these professional services (availability depends upon products purchased): Onsite training programs Facility condition assessments Dude University, our annual user conference Professional data services, including data collection and import Integration support Asset Essentials There's one big problem with relying on paper and desktop programs: They're not reliable. Without the insurance of cloud-based software, our potential clients are playing a risky game of "here today, gone tomorrow." Paper and desktop programs are time-consuming and often disorganized. Dude Solutions offers modern, cloud-based software that helps our clients make measurable progress toward maintenance, asset management and work order processing goals. No more confusion thanks to better communication. No more backlog thanks to preventive and predictive planning. No more work falling through the cracks or going undocumented thanks to software accessibility in the office and in the field. Asset Essentials offers cloud-based software that can be easily accessed in the office and on mobile devices, no matter where your team needs access. Asset Essentials allows users to use a single, intuitive dashboard and leave their headaches behind. Capital Forecasting and Predictor	

Dude Solutions offers two capital planning systems for our valued public-sector clients: Capital Forecasting and Predictor. Both are integrated with our flagship platform, Asset Essentials, offering robust reporting and predictive tools for our clients' future growth.

Everything in our clients' buildings will need to be repaired and, eventually, replaced; but no entity has an unlimited budget. With Dude Solutions' software, clients gain certainty about their valuable assets, along with the ability to predict and prioritize maintenance based on real-time data.

Clients level the spikes in their budgets, prevent financial surprises and justify requests for resources, all from a central solution. Use your insights to create more visibility into the work that matters and steer your team toward the work that will make the most impact. Our user-friendly interface helps clients create the most precise projections for today, tomorrow and decades in the future.

For clients that need even more robust capital forecasting capabilities, the Predictor Platform brings unparalleled power in life-cycle modelling, enabling teams to tell the story of their asset future to stakeholders more efficiently than ever before. Predictor optimises service-level outcomes and captures capital expenditure with industry-specific algorithms that accurately predict the future behavior of assets. Clients are empowered with the data-driven evidence to make better decisions about their assets. *

Energy Manager

Educational institutions, governments and not-for-profits often find that utilities drain resources. Utility costs are often the most overlooked as a source of cost savings. Enter Dude Solutions' Energy Manager, a new way to approach energy consumption, clarity and control.

Gather detailed information on current utility spend to identify possible billing errors, centralize billing and meter readers, and more. With enhanced visibility, clients can uncover areas for improvement and gain a deeper understanding of your energy consumption. Create unlimited reports for compliance, show the progress of energy efforts and more all from a user-friendly solution.

SmartGov

Many local jurisdictions still rely on paper-based processes and inefficient legacy on-premises systems to manage business needs like permitting, business licensing, inspection, code enforcement, plan review, parcel and fee management. With complex and time-consuming tasks like permitting, the lack of a streamlined system often leads to poor communication, longer processing times, disgruntled citizens and bad public relations.

Dude Solutions SmartGov™ lets clients manage all of their essential processes tied to permitting, licensing, inspections and code enforcement in a single web-based system that is hosted in the Amazon Web Services (AWS) cloud.

SmartGov improves back-office efficiency while increasing citizen engagement, both of which drive business revenue.

Event Manager

There's a lot to think about when allowing community groups to use your facilities. Permissions, setup, personnel, billing and more — these are only a few things that fall in our clients' laps. There's also the fear of facility damage and the frustration of scheduling mix-ups.

Proper event management software makes scheduling and coordination simple for both you and event requesters. With the right tools, everyone can win. Using Event Manager™, a centralized, user-friendly calendar system, you can manage usage requests and requirements, track scheduling and account for expenses. Plus, clients can simplify the billing process and start recovering costs.

Integrated Suite

Dude Solutions offers an integrated platform between energy, events, assets and capital planning that reduces costs and increase productivity with data-rich reports. This integration capability allows our clients to more strategically manage, maintain and invest in their school and government facilities.

38	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.	Dude Solutions can provide support for sustainability initiatives through a lower-impact implementation protocol. Our systems traditionally use paperless technology to prevent waste. Communication with The Dude throughout your implementation process will be mostly electronic to eliminate the need for paper storage and recycling. Further, maintenance of our software relies almost exclusively upon electronic communication, limiting the organization's need for paper requests. Additionally, employees at The Dude are encouraged to consider the environmental impacts of their travel arrangements for any onsite services. Finally, The Dude offers solutions that are, at their core, designed to improve the social and economic vitality of your community by maximizing the value of each taxpayer's contribution. The very nature of our services—energy management and reporting—delivers the sustainable effects that an organization deserves for furthering its own sustainability initiatives.	*
39	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.	As a SaaS product, Dude Solutions' systems are not rated for eco-friendliness or green/sustainability factors. However, we have pursued internal efforts to become a "greener" company. Dude Solutions' guiding principles lead our clients toward more sustainable approaches in their everyday operations. In general, our software-as-a-service systems allow clients to "go paperless" with more frequency, reducing the environmental impact of facilities and energy management. Our solutions are designed with efficiency and sustainability in mind, and we carry those principles into our own everyday work. Internally, Dude Solutions employees are encouraged to pursue sustainability efforts through our Green Dude initiative. This internal team of sustainability-oriented employees strive to bring awareness of our impact on the environment and inspire positive change through education. The Green Dude team is guided by these principles: Educate Dude Nation on sustainability best practices. Partner with local organizations to provide volunteer opportunities. Introduce Dude employees to energy saving options, both at work and at home. Strive to minimize waste both within our group and Dude Nation In the past year, the Green Dude has hosted an Arbor Dude Fair, which brought educators and vendors from throughout the region to our Cary, North Carolina, headquarters. We partnered with organizations such as CompostNow, The Produce Box and Trees for the Triangle to promote education and volunteerism locally. In addition, Dude Solutions facilities are equipped with sustainable equipment such as movement-sensitive light sensors, which prevent energy waste in unoccupied buildings. Individual employees are encouraged to responsibly consume energy by turning off and unplugging their equipment at the day's end.	*
40	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.	The principal beneficial owner of Dude Solutions, Inc. is Clearlake Capital Group, L.P. which is certified as an MBE as evidenced by the attached certificate.	*
41	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?	There are a million critical moving pieces inside your organization that need to work at their best to keep our clients' operations running smoothly. Their reality is a patchwork of tools, tech and talent that's tricky to manage. And our clients' role has evolved, too. As they are overseeing the day-to-day, they're also being asked to see into the future. Dude Solutions is software for smarter operations. With over 12,000 happy clients and 20 years of experience, we serve as our clients' trusted partner. Offering a connected suite of solutions to give our clients visibility into every aspect of your operations. We provide predictive insights to help users anticipate what actions to take next. With industry-focused expertise, legendary support and a proven track record of success, we meet our clients where they are today to prepare them for tomorrow. Dude Solutions accomplishes this through a commitment to being a trusted partner, offering a connected suite of software products and creating the predictive insights decision-makers need. Deep, industry-focused expertise — and a proven track record of success We know our clients' world inside and out. From the energy that powers your spaces to the equipment, tools and assets crucial to helping your organization do its best work. We’ve spent the last 20 years helping over 12,000 clients transform their operations.	

		End users benefit because we work closely with front-line staff, from implementation to impact. We guide these teams to quick wins to help them gain control of their operations from day one. The Dude is always beside our clients! We offer legendary support, an ever-growing knowledge base, the annual Dude University conference, ongoing training and a dedicated team committed to your success. Clients are never alone in their day-to-day work or in their mission to improve operations. Dude Solutions understand the nuances of the changing operations landscape. And because we've been down this path with clients 12,000 times before, we know what it takes to succeed. We work with our clients to identify and implement the right solutions to help them reach their goals. Then we help clients benchmark, measure and share the results, all while ensuring every member of the operations team feels confident and empowered to harness the power of our solutions. Integrated solutions to give you visibility into every aspect of your operations When every aspect of our clients' operations talks to each other, they gain powerful insights that shape the way they work. We know the journey to a fully integrated ecosystem doesn't happen overnight. So, we meet clients wherever they are to create a strategy and chart a course to connectedness. Front-line users receive a single, intuitive view into every aspect of their operations — from the assets they manage to the energy their facilities consume. This helps them identify opportunities for improvement, spot issues before they become headaches and understand what actions to take next to make your operations more efficient. The Dude system also helps decision-makers identify trends, create forecasts and plan for the future by bringing together important information from across an organization. This improves collaboration among their teams. Clients can leverage data to make more informed decisions about where to shift focus or allocate budget. We empower clients with a unified view into the state of their world, so they can confidently make the case for more resources. Intelligence that transforms work and shows a clear path to the next action We make sense of the information already inside an organization — and benchmark it against other, similar organizations — to help clients plan what to do next. Users can anticipate and act on issues before they arise, with insight into the actions that drive the best outcomes. We help front-line users spend more time doing the work they want to do and less time putting out daily fires. Dude Solutions' systems bring together hundreds of data points from across an organization into an intuitive, actionable dashboard. We help clients identify opportunities for improvement across every department, including tech, electrical, plumbing, facilities, utilities, events. Users are empowered with insights and reports to mitigate risks, anticipate costs and effectively manage workload. Dude Solutions also uses our deep knowledge of the government and education sectors, along with the data we've collected over 20 years, to create powerful predictive models. This allows clients to reduce costs and downtime and avoid unplanned asset, resource or monetary expenses. Our systems help clients more accurately forecast their capital needs for tomorrow — and the day after. Our SaaS offerings are powered by a data platform that never stops learning and improving.	*

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 *	

42	Do your warranties cover all products, parts, and labor?	DSI's subscription agreement includes the following warranty: (a) DSI represents and warrants that during the applicable Subscription Term that the Service will perform materially in accordance with the applicable Documentation. For any breach of this warranty in Section 7.2(a), Subscriber's exclusive remedy and DSI's entire liability shall be as described in Section 6.3 (Termination for Convenience). (b) DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 7.2(b), Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services. (c) EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. PARTIES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES THAT: (I) THE USE OF THE SERVICES OR API SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES OR API SHALL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA SHALL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY SUBSCRIBER THROUGH THE SERVICES SHALL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS SHALL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO SUBSCRIBER STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE PARTIES.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not applicable for software-as-a-service.	*
45	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?	This is not applicable for software-as-a-service.	*
46	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?	This is not applicable for software-as-a-service.	*
47	What are your proposed exchange and return programs and policies?	DSI's subscription agreement allows for Termination for Convenience in the Initial Term of the software subscription as follows: Subscriber may terminate this Agreement (including its Service subscription and Account) at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: notice@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 6.3, Subscriber may request in writing and be granted a refund. If DSI receives Subscriber's written notice of termination during the Initial Term, DSI shall refund to Subscriber any prepaid Subscription Fees of the Initial Term Subscription determined based upon the number of full months remaining in the Initial Term (based upon the effective date of termination. For avoidance of doubt, no refund shall be granted during a Renewal Term or with respect to Professional Services rendered.	*

48	Describe any service contract options for the items included in your proposal.	The standard implementation line items and ongoing support, with the exception of any additional Onsite Consulting Packages, are included in clients' annual subscription at no additional cost. Dude Solutions does not limit access to support resources or offer tiered support options. As SaaS customers, clients will receive the following support as a standard service. Any optional services will be covered in individual clients' proposals. Lifetime support for all active product subscriptions includes: Toll-free telephone support by dialing (877) 655-3833, Monday to Friday 8:00 AM – 6 PM ET Friendly representatives who will answer the phone within 3 rings and direct you to a knowledgeable team member who can help Email support – we answer 98% of our support emails within 1 hour Instant help through our software with live chat during business hours	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Annual Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Annual Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Subject to the terms of the Order Form and DSI's commercial subscription agreement, Subscriber agrees to pay all Annual Fees no later than thirty (30) days after the receipt of DSI's applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information. Payment for professional services is upon completion of services or milestones, if applicable. We do not offer a discount for prompt payments.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	This is not applicable to SaaS.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Dude Solutions will present the client with an Order Form outlining the services to be provided thereunder, including any addenda and supplements. Upon the participating entity's electronic or written acceptance of the Order Form or issuance of a PO referencing such Order Form, the participating entity agrees to be bound by the terms of the Order Form. Dude Solutions will issue an invoice to the client with net 30 payment terms. Since all deals flow through CRM, we are able to easily report on all sales to a specific client or partner.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept P-cards as a form of payment at no additional cost to our clients.	*

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 desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	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.	Dude Solutions offers software-as-a-service as annual subscriptions and services which support the set up and use of the software. Dude Solutions will make a catalog of its software offerings and services available to Sourcewell, and the following discounts shall apply to the catalog list price: Software subscription discount: 21% Activation/Set up Fee Discount: 6% Vendor Services: 3% DSI Service: 5% Dude Solutions, Inc. periodically reviews and updates catalog price books in response to the market. Such updates may include price adjustments and the addition of new product and/or service offerings. Proposals generated after a new price book is filed will use the new price book. Any outstanding proposals issued may be honored for a reasonable period of time to accommodate a participating entity's internal procurement processes. Dude Solutions maintains the right to increase subscription fees and other applicable fees and charges in connection with each renewal term, but such renewal fees shall not exceed the pricing on file with Sourcewell at the time of a participating entity's subscription renewal.	*
54	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.	Dude Solutions will offer the following discounts off of its catalog list price: Software subscription discount: 21% Activation/Set up Fee Discount: 6% Vendor Services: 3% DSI Service: 5%	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Not applicable	*
56	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.	This does not apply to DSI's business model at this time.	*
57	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.	This does not apply to DSI's business model at this time.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	This is not applicable for software-as-a-service.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	This is not applicable for software-as-a-service.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	This is not applicable for software-as-a-service.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	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.	Dude Solutions holds itself accountable to high internal standards. Dude Solutions utilizes a quote-to-cash process within its CRM system to manage all order transactions. The discount schedule is entered into the CRM system, making it easy for sales reps to include Sourcewell and applicable pricing on client quotes. Sales reps select Sourcewell as the purchasing partner and discounts are automatically applied to the products and services included in the quote presented to the participating entity. When an order is closed, DSI's Order Operations team confirms contract pricing. when processing the order. An agreement is created for each order reflecting the applicable purchasing partner used by the client and this agreement flows to DSI's billing team for an invoice to be issued. Payments are recorded against this agreement, allowing DSI to efficiently report on transactions each quarter.	*
63	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.)	DSI proposes an administrative fee of 2% Vendor's sales under the Contract. This fee will be reported and issued for paid transactions received each calendar quarter.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Asset Essentials Asset Essentials is a cloud-based maintenance platform developed for education maintenance operations management, whether your maintenance needs are daily, monthly or annually. With our software, users can initiate, assign and track the progress of maintenance work orders; manage assets and equipment; develop advanced workflows with preventive maintenance (PM) scheduling; utilize Internet of Things (IoT) technology for predictive maintenance (PdM); create steps for audit and inspections; upload and categorize safety program documentation; manage work order parts; and assist with purchasing/requisition management. In addition, Asset Essentials has functionality for document management, reporting and mobile capabilities. Workflow Management • Work order request management • Automatic request routing • Location/asset-based work orders • PM and PdM calendar scheduling • Custom fields for organization-specific work order information • Job planner/calendar view for technicians • Work order prioritization Work Tracking & Monitoring • Ability to bulk update work orders • Automated email notifications for work assignment based on asset, work type, location and more • Automatic work order scheduling based on PdM • Audit trail and log tracking • High-level project tracking Equipment/Asset Management • Cost tracking and repair history for total cost of ownership (TCO) decision-making • Calendar/meter reading tied to PM/PdM scheduling	

• Supplier/vendor tracking at asset level

Mapping
• Base map of your institution's geographic area
• View and manage your work orders on a map view
• Create work orders and visually pin them to their appropriate location
• Switch between street and satellite views
• Filter work orders by priority, status, work category and more

GIS Asset Management
• Holistic view so you can effectively manage work and assets inside and outside the building
• Manage your work orders, GIS assets and maintenance activity in one place
• Leverage ESRI ArcGIS integration to manage and maintain GIS assets
• View your upcoming workload spatially to measure and plan routes
• Prioritize work using insights from your GIS data
• Connect work orders to your GIS assets
• Update work in real time on iOS and Android devices (see mobile app and version requirements)

Audits & Inspections
• Create steps for audit and inspection completion
• Access easy-to-use Audit & Inspections feature in mobile app
• Attach notes and photos to audit and inspection steps

Safety Programs
• Upload and categorize safety program documentation
• Assign team member to audit documentation to ensure it's current and compliant
• Attach documentation to work orders and preventive maintenance
• Collect e-signatures to prove acknowledgment when safety documentation has been viewed

Work Order Parts & PO Management
• Work order parts inventory, including physical count
• Just in time (JIT) inventory
• Purchasing/requisition management

Reporting & Analysis
• Predefined dashboard with KPIs, reports and charts
• Budget tracking based on historic data and projections
• Print/export to Excel, create PDF for reporting
• Data analyzer tool

Mobile App
• Supported on iOS and Android devices (see version requirements)
• Download free from Apple App Store or Google Play
• Bar code and QR code capabilities for more efficient work order, asset and parts management

Document Management
• Attach documents to assets and work orders
• Supported formats include PDF, Microsoft Word, Excel, plain text

Asset Essentials Inventory
Asset Essentials Inventory is an inventory management solution that allows you to track your inventory & supplies through streamlined processes for part transactions, work order parts management, purchase ordering and cost analysis.
• Detailed Part information
• Barcoding
• Transactional Part History
• Inventory Location Management
• Work Order Parts Management (Reactive and Preventive)
• Purchase Order workflows
• Physical Counts
• Reporting
• Notifications: when a part reaches reorder point or minimum quantity

AE – Connector Toolkit
The Connector Tool is an on-premises tool installed on your in-house device that assists in batch imports and exports of CSV files. A Client Services Center consultant will help guide you through the installation and startup process plus a sample file demonstration. All you need to take this training course is an Internet connection.

Asset Essentials – Safety

Safety Programs
• Upload and categorize safety program documentation
• Assign team member to audit documentation to ensure it's current and compliant
• Attach documentation to work orders and preventive maintenance
• Collect e-signatures to prove acknowledgment when safety documentation has been viewed

MaintenanceEssentialsPro
MaintenanceEssentials Pro™ is the leading cloud-based facilities management solution for education operations that simplifies the work order and preventive maintenance process, helping you streamline work order request generation, completion status tracking and reporting. MaintenanceEssentials Pro allows you to create, assign and manage recurring maintenance tasks more efficiently and be a better steward of your institution. In addition, MaintenanceEssentials Pro has functionality for mobile capabilities.

Corrective Maintenance
• Submit work order requests from anywhere
• Automatic request routing
• Work order ranking and prioritization by project, location and budget
• Include budget codes, projects, equipment, labor and purchases with work orders
• Attach files to work orders for quick reference

Preventive Maintenance
• Recurring maintenance and PM tasks
• Cost reduction by 2 to 10 cents a square foot
• Reduce emergency work orders by 60%
• Interactive calendar for resource scheduling
• Equipment tracking

Mobile Applications
• Easy access to work orders
• Accurately track time-on-task
• Attach files to work orders from your mobile device

Operations Dashboard
• Business Intelligence (BI) reporting directly from Dude Platform
• Benchmark your progress
• Compare your performance to others in your region
• KPIs automatically generate into an executive PowerPoint format

Inventory Direct
Inventory Direct is a cloud-based inventory management solution that tracks all inventory transactions. Streamline the process of requesting, ordering, and tracking supplies and tools and allocating supplies to upcoming work requests.

Productivity
• Manages inventory items by various category types
• Allows inventory to be issued to a location, project, person, or work order
• Enables users to batch approve and issue inventory items to a specific request
• Includes catalog for easy viewing and selecting inventory items to purchase
• Integrates with MaintenanceEssentialsPro to track inventory items required for preventive maintenance tasks

Communication
• Features online requests for inventory and supplies
• Automatically emails requesters their request receipts
• Sends email notifications on what was approved, denied, or on back order
• Complete transactions of issue, receipt, and other tasks with any handheld device

Budget
• Tracks all material transactions such as receipts, returns, and adjustments
• Assigns stock pools to see what is low and replenish as needed
• Adjusts cycle counts and tracks why changes occur in re-inventories

Reporting & Documentation
• Displays list of items that need to be reordered, including supplier and suggested reorder quantity
• Tracks detailed information such as unit of issue, contract status, and tag number
• Generates detailed reports and graphs

Connect Authenticate
Connect Authenticate is an Active Directory Federation Services Single Sign-On (ADFS SSO) solution that allows users to securely access Dude Solutions applications by using the same secure credentials they use to connect to their organization's network. Users connect to their organization's network, and the network

then authorizes them to use the Dude Solutions products with the use of Security Tokens. When a user accesses a Dude Solutions product, they will be redirected to another site that you determine and will provide their designated network metadata to log in, eliminating the need for a Dude Solutions-specific password.

Key features:
• Network Connection
• Configuration Portal
• User Authentication Process
• User Management
• Authorization
• Documentation

Critical Alarm Automation
Critical Alarm Automation is a building automation alarm solution that integrates with MaintenanceEssentialsPro. Automatically filter 'nuisance' alarms, generate work orders within MaintenanceEssentialsPro, and escalate critical alarms to appropriate personnel.

Productivity
• Provides intelligent filtering, reducing erroneous alarms
• Includes template to auto-fill work orders with information such as building, craft, trade, and specific equipment
• Automates work order generation in MaintenanceEssentialsPro, reducing data entry
• Colors critical alarm work orders green to help with searching and reviews
• Verifies response to alarm notifications

Communication
• Escalates critical alarms to next person in line, if not reviewed within specific timeframe
• Utilizes ASHRAE BACnet or Tridium NiagaraAX platform standards and/or standard email
• Integrates with MaintenanceEssentialsPro for efficient data exchange

Reporting & Documentation
• Tracks and documents all critical alarms within the system
• Generates customizable, detailed graphs and reports illustrating alarm history

Capital Predictor
Capital Predictor is a cloud-based budget projection solution developed to create an accurate list of uture maintenance needs. Users can accurately allocate resources for future work orders decades in advance by inputting information on existing asset lifecycles, facility condition assessments (FCAs) and work order history. This data is used to generate reports for key stakeholders to prove the value of work and the need for funding.

Prediction Modeling: Apply service-based life cycle degradation paths and proven proprietary algorithms at component, specific asset, asset type or asset class level, enabling accurate forecasting of the health of your entire network; monitor the effects of maintenance and treatments applied.

Live Data & Reporting:Improve efficiency exponentially by sharing accurate, digestible and up-to-date asset management reporting outputs — no training or software installation required.

Visualization Integrations: REST APIs and data connectors integrate seamlessly to GIS, BI and analytics engines to bring your asset management plans to life and engage your audiences. Integrate multiple input sources and create a unified, informed story.

Comparison Reporting: Forecast changes to future condition and service levels of every asset in your portfolio given decreased, fixed or increased funding. Inform capital investment decision-making to maximize asset health with accurate scenario modeling (up to 50 years) across treatment types, intervention points, funding levels required and more.

Energy Manager
Energy Manager is a cloud-based platform that creates unprecedented clarity into your utility bills and identifies areas of cost and consumption savings while improving your facility's conservation programs. With your organization's utility bills centralized, savings opportunities are easily visible by identifying possible billing errors and low performing buildings. In addition, Energy Manager moves beyond traditional utility bill accounting to enable true energy management, including measurement and verification of capital projects, near real-time utility data collection and engagement of building occupants, while seamlessly setting the stage for data-driven discussion on how energy is used in your portfolio and how to use it more efficiently. *

• Track and monitor utility bills and compare usage data
• Quickly view high-level trends, cost and usage, view historic utility data and track ENERGY STAR rating with ENERGY STAR Sync via Dashboards
• Configurable views, reports, searches and graphs
• Report on use/cost, carbon emissions, budget data, avoided cost and weather
• Build custom reports based on utility bill information, use and cost rankings, and historical use/cost
• Using IMPVP standards, measure and verify use and cost savings while taking weather and relevant factors into account
• Create custom walkthroughs and steps to perform
• Create and manage Special Event Checklists and/or shutdown procedures
• Create O&M tickets to track energy maintenance issues
• Create Capital Projects to track and measure against actual usage

Energy Star Sync
Create an ongoing sync of your data from Energy Manager's database to Energy Star to see how you stack up with similar facilities and for compliance purposes, if needed.

Public Billboards
Ability to broadcast select reports and/or KPIs to external stakeholders and/or the community to show progress on ongoing energy efforts and show stewardship of valuable tax dollars. These are designed to be shared on public kiosks, large screens, computer monitors, tablets and more.

Utility Bill Population
Dude Solutions team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items.

Utility Bill Population & Management
Dude Solutions team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items. In addition to the populating your bill data, the Dude Solutions team will investigate any anomalies on the client's behalf to correct errors and prevent future mistakes made by utility providers.

Interval Data Recording & Management
Ability to see near-real time data (15-minute intervals of the day prior, or whatever the utility can provide) on your organization's usage. Identify and act upon waste before it appears on next month's bill and affects your budget.

EventEssentials Pro
EventEssentials Pro is a cloud-based collaborative event management solution that simplifies the facility scheduling and community use process, providing your educational institution with tools to process online payments and data to benchmark progress, plus the best practices coaching necessary to guide your team to success. It includes:
o Facility Scheduling
o Recoup approximately $18 per student by implementing a cost recovery program and mproving coordination of support resources
o Automate the scheduling process and eliminate scheduling conflicts, ultimately saving your staff's time and maximizing your building's efficiency
o Community Use
o Improve customer service by automating communication and feedback with community members using an online portal for all event requests
o Recover $5 per student annually and 10 minutes per event by improving efficiency and communication with external groups
o Online Payments
o Save valuable time and money through a new online payment system. Online payments improve collections by 10% and save $2 per student per event.

TripDirect
Dude Solutions Trip Planning is a cloud-based trip planning and management solution that streamlines the educational trip workflow process. The solution is accessible via connection to the internet (see Technical Requirements). Each user will be given access via Dude Solutions Single Sign-On (SSO) credentials. From the central dashboard, users can manage requests, track trip-related costs for budget support, automate notifications for departments and provide reporting assistance.

Trip Management
o End-user trip request submission with status updates
o Automated routing for trip requests to approval managers
o Print trip consent forms
o Manage driver and vehicle scheduling
o (Optional) score drivers by hours, overtime and tenure

Budget Support
o Support budgeting data
o Track trip-related costs, including:
  Driver wages
  Mileage
  Purchase

Event Manager
Event Manager is a cloud-based platform that helps you schedule, organize and promote all of your organization's events from start to finish in one system. From the time a facility request comes in to when you're running reports on the event afterward, Event Manager is your easy-to-use, centralized system for every task. The solution simplifies the approval process for facility usage requests, streamlines staff workflows to drive efficiencies, eases the promotion of events and facilities to amplify community engagement, and organizes billing to maximize cost recovery, all while compiling data you can use to confidently report on your events and drive future decisions.

Scheduling & Publishing
• Master calendar with private and public calendar sites
• Upload specific schedules, such as classes and/or athletic events, to reserve space and display
• Customizable color, fonts and logos to match your branding
• Event filtering by category, location and/or keywords
• Registration and ticketing for paid or free events
• Event promotion via email or social media with built-in designs
• SEO-friendly with Google Analytics integration available
• Social referral features for many of the largest social media channels

Event Management
• Check availability based on locations or time
• Include setup and breakdown times
• Customize the workflow for internal event approval process
• Manage tasks in relation to specific events while pulling in the proper service providers
• Online payment using our preferred providers: Stripe, PayPal and more
• Pre-selected options for rooms/sites to be configured upon arrival of rented space
• Create, send and track invoices
• Establish fee packages based on organization type

Community Use
• Request portal for community requests to utilize your institution's facilities
• Ability for community to search using keywords
• Custom branding to best highlight your facilities availability for public usage

Incident
Incident is a powerful, online technology incident and help desk management tool that streamlines the entire technology workflow process, from incident request to resolution. Features include:
• Manages incidents for computers, audio visual and telecomm equipment
• Enables requesters to submit incidents and check status online
• Features enhanced routing with programmable logic for managing and automating incident approval and assignment
• Helps requesters identify problems at point of request through troubleshooting questionnaires
• Features work queues to group requests by problem type and automatically route and assigning incidents
• Enables easy import of existing inventory of IT assets
• Tracks detailed asset information including assignment, history, configuration, related incidents and default priority
• Includes online IT discussion board for peer problem solving and role-based public knowledge base for requester self-help
• Integrates with EventEssentialsPro (sold separately) to enable requesters to submit technology requests for event setup
• Integrates with MaintenanceEssentialsPro work order management system (sold separately) to provide "one stop shopping" for staff to submit either facility or IT work requests

Insight
Dude Solutions' Insight takes out the need for manual entry with agentless, automated discovery and inventory management. Our solution creates a seamless, simple way to keep track of all the assets on your
network without the added bulk of individual agents on devices.

The Insight PAD initiates two major back-end processes: Discovery and inventory.
o Discovery – The process of identifying devices on a network by detecting all of its

live IP addresses using ICMP/PING and Nmap Port Scans
o Inventory – The classification and cataloging of discovered devices and collecting details on the device itself, such as the serial number, installed software and hardware details for the asset

SmartGov
SmartGov is a browser-based software-as-a-service (SaaS) solution that securely manages and streamlines processes at every stage of engagement. With automated, mobile-enabled technology, simplify access and processes for citizens and commerce surrounding new business startups, buildings and construction, community expansion, property valuation and more.

Permitting & Planning
• Centralize permit and project data
• Monitor contractor license information
• Automate workflow and approval process
• Define an unlimited number of permit and project types
• Collaborate internally between departments or externally with clients
• Calculate fees automatically, including late NSF penalties
• Attach notes, scanned images and electronic files to a permit or project
• Manage special zoning and conditional requirements
• Assign inspections based on geographical area, violation type or inspector workload
• Integrate with existing GIS systems

Business Licensing
• Manage licensing from new applications to renewals and expirations, including timelines, fees and inspections
• Issue business licenses
• Generate notice letters for applicants
• Enable online application submittal and fee payment
• Allow for expirations or blocking of permit and inspection requests
• Enable users to view business license history

Electronic Plan Review
• Paperless processing of all plan reviews and reporting
• Enable workflows, task routing, approvals and digital plan review functionality
• Concurrent review by multiple users in real-time
• Track changes and revisions throughout the lifecycle
• Add markups, comments and time-stamps to drawings
• Attach code references to comments and generate code reference/ comment documents
• Store frequently-used comments
• Compare multiple versions of drawings with overlay and side-by-side view

Enforcement
• Automate enforcement, from complaint submittal to resolution
• Centrally track and manage unlimited case types, code violation activity and deadlines
• Assign inspections based on geographical area, violation type or inspector workload
• Track investigations, hearings and legal actions
• Automatically calculate violation fines
• Attach notes, scanned images and electronic files to a case
• View case resolution and create a permanent case history
• Integrate with existing GIS system

Inspections
• Unify automated workflows, task lists, scheduling and note-taking
• Define inspection types
• Create checklists of actions for each inspection type
• Assign inspection types and checklists to every project, permit, case or license
• Schedule inspections based on geography, type or inspector
• Track every inspection as part of a permanent digital record
• Sort, query and access records easily, from anywhere at any time

Mobile
• Full suite of permitting tools in the field via any laptop, tablet or smartphone
• Document updates or code issues and communicate them with co-workers and clients in real time

Map Integration
• Enable visualization of any number of GIS layers alongside permits, projects, inspections and code enforcement cases with an ArcGIS integration
• Five Esri GIS layers included: parcel boundaries, sewer or water lines, school districts, floodplain boundaries and zoning districts. Additional GIS layers are optional.
• GIS layers can be displayed in conjunction with the standard base maps included as part of the core feature set

		• Display inspection search results and enforcement actions as a point on a map • Navigate existing cases and initiate new cases starting from a map Public Portal • Submit permit applications, including digital documents, digital plans, fee payments and inspection requests View the status of permits, inspections and violations • Print reports and required forms • Access fee information • View daily and pending inspection schedules, as well as year-to-date metrics • View and respond to digital plan markup and comments o Review real-time plan check comments and inspection result Online Payments • Define fee types and rates Assess fees and invoice for payment • Receive partial or full payments and issue partial or full refunds • View transaction history • Integrate with payment processors and Financial Management Systems • Manage security and uptime to allow for payments 24/7	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Education Work and Asset Energy Events Technology Capital Forecasting Government Work and Asset Energy Technology Capital Forecasting Community Development Events	*

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	
66	Enterprise resource planning (ERP) solutions	○ Yes ◉ No	Not offered	*
67	Human resource information systems (HRIS)	○ Yes ◉ No	Not offered	*
68	Financial management systems	○ Yes ◉ No	Not offered	*
69	Enterprise content management (ECM) solutions	○ Yes ◉ No	Not offered	*
70	Student information systems (SIS)	○ Yes ◉ No	Not offered	*
71	Facility management software (FMS)	◉ Yes ○ No	CMMS systems, event management, energy management, capital planning	*
72	Court, corrections, law enforcement, or justice system software solutions	○ Yes ◉ No	Not offered	*
73	Municipal services, inspections, and permitting management solutions	◉ Yes ○ No	SmartGov community development software	*
74	Equipment and accessories related to the offering of systems or solutions described above.	○ Yes ◉ No	Not offered	*
75	Services related to the offering of systems or solutions described above.	◉ Yes ○ No	Implementation, facility condition assessments, additional training	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
76	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.	Technical success with the contract will be measured in the following domains: Information security and uptime Support responsiveness Implementation speed and quality Information security and uptime Dude Solutions provides 99.9% system availability which is calculated monthly and determined on a 24-hours-a-day, seven-days-a-week basis. The current status and incident history for our services is publicly posted at Dude Solutions status page - http://status.dudesolutions.com/. We consider the contract a success if we are meeting our system availability service level agreement. Support responsiveness Our internal support teams track time-to-respond metrics for all clients throughout the organization to ensure timely account management and responsiveness. Our internal team is committed to answering email questions within one hour and answering all phone calls within three rings. Dude Solutions also tracks customer satisfaction through the Net Promoter Score to identify opportunities for improvement throughout the organization. We characterize a successful contract as a response of a 9 or 10 on the NPS index. Implementation speed and quality Our team will track key milestones throughout the implementation process, allowing us to determine whether the client's contract is being successfully executed. We do this through the use of Basecamp, a project collaboration tool and task list that supports the management and oversight of key project deliverables. Dude Solutions will work with the client's Project Team to determine the best methods for tracking and acceptance for each implementation project.	*
77	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	We have a long history of working with organizations to integrate successfully with their products and various third-party systems. Our cloud-based SaaS solutions provide multiple out-of-the-box options to integrate with third-party systems. Our programs have the ability to store custom data for referential purposes sent from third-party systems. The data interchange/integration tools include: Flat file data exchange via the Connector Tool (AddOn) – The flat file interchange via the Connect Tool contain referential IDs so that they can refer back to the relationship with data elements likes WOs to Assets, WOs to transactions, Assets to WOs, and more which can be leveraged to maintain data integrity and relationships. Real-time data interchange via AE Rest APIs (AddOn) – The REST APIs allow the client full access to transactional and reference data captured in the system. These APIs allows for data import and export, as well as means for transactional data transfer. This is more of an advanced option, and requires technical resources on the client side. Flat file downloads via the web application Dude Solutions would work with the client to enable the following integrations with existing software systems, such as: Purchasing Finance Accounts Payable Time Management Human Resources	*
78	Describe your migration, customization, and upgrade processes.	Data Migration Data Migration can be a complex process and demands that solid requirements are well defined in order to prepare for the data migration process.Dude Solutions will help the client determine the needs for data to be migrated from any legacy system into our products. Decisions will be made jointly via a thorough analysis of the legacy system data and how or if the legacy data should be targeted to be migrated to SmartGov. The consulting team will ask a series of questions, such as: What is the reason you want to migrate your data? What are your public data request requirements? What is the required retention period? What elements are required to meet the need? Once determined, this can expand or lessen the scope to include or eliminate other data points that need to be tracked moving forward	

Are legacy systems still available to extract data from?
Do you need to report on this data?
Do you need to be able to search for this data? What is the Search criteria? These questions will help us determine where to store data within SmartGov
The data migration process will include the following steps:

Define requirements
Map data elements
Extract data
Transform data
Load data
Perform data validation with the client
Resolve data issues
Validate resolution
Obtain fresh copy of data
Add migrated data to configuration
Validate data and system configuration
Perform end to end testing
Perform final data migration
Move to Production/Training environments
Migration sign-off
Deliverables

*

Dataset assessment and set priorities with the client
Evaluate data quality
Work with the client to cleanse data prior to extract
Map data elements
Determine migration pre-requisites and sequencing
Define migration approach based on requirements definition
Create and execute validation checklists
Assumptions and Constraints

The client will provide information related to:

Data Source
Database/Source Type (SQL Server, Access, Oracle, etc...)
Type of Data (tabular, documents, permits, financial, etc...)
Active data usage
Point of Contact who know the data structure and content usage
Provide data validation and testing resources

Customization
Dude Solutions delivers each of its products as a Commercial Off-The-Shelf (COTS), multi-tenant cloud-hosted applications that we configure to meet our clients' needs. Due to robust configuration capability and an intuitive UI, our products typically meet our client use cases out of the box. In rare cases where this isn't true, unique customization requests can be handled on a case-by-case basis.

Upgrade Processes
Dude Solutions runs a standing maintenance window each Wednesday night at midnight through which release notes are posted inside the app the day before being distributed. For any material workflow change where user action is required or a key work flow changes, users get seven days advance notice via in app notifications and emails.

Regular system maintenance is performed weekly during non-business hours (10:00 PM ET to 6:00 AM ET; Monday through Friday). Regular system maintenance can result in brief interruptions to system availability (but still maintaining the overall 99.5% 24x7 availability target).

79	Describe your data integrity and protection standards, data backup, recovery and secure storage solutions.	Dude Solutions has a documented information classification policy for protecting information that is critical to the organization and its Customers. Information must be classified according to the risks associated with its storage, processing, and transmission. Consistent use of the information classification policy facilitates efficient business activities and insures all information is appropriately safeguarded. All Customer data is classified at the CONFIDENTIAL level as a minimum. Data Storage Dude Solutions stores Customer data in commercial state-of-the-art secure data centers. These data centers undergo annual SSAE-18 type II audits and certification. Currently, the data centers are located in North Carolina (primary) and Pennsylvania (disaster recovery). Dude Solutions also uses Amazon S3 and Glacier (Eastern US) for long term archiving of data. Dude Solutions does not store Customer data outside of the United States. Data Encryption at Rest Sensitive credentialing data, such as passwords, are salted/hashed using Password Based Key Derivative Function, also known as PBKDF2. In addition to the hashing of credentialing data, all other databases are encrypted at rest in data center hardware using AES-256 encryption. Data Encryption in Transit All user communication with Dude Solutions applications is via securely encrypted TLS/SSL (TLS v1.1 minimum) communication channels (https). Dude Solutions uses the most current technology for our SSL certificates: 2048 bit key, SHA-2 signature algorithm, and industry standard CA providers. Insecure cipher keys are not used. Customer uploads of data -- if required -- are performed using secure FTP (SFTP) connections. IPSec VPN tunnels and TLS\SSL are used to transfer data between locations for disaster recovery and offsite backup. Data Segmentation Dude Solutions provides multi-tenant Software as a Service (SaaS) solutions. Customer data is logically segmentation based on unique Customer ID numbers. Data segmentation is enforced by constraints at both the application and the database management system level. Files attached to records in the applications are stored in separate folders on a file system. Data Leak Prevention Dude Solutions uses a third party managed security service (MSS) which provides firewall management, IDS and IPS. Dude Solutions' MSS actively monitors network traffic and takes appropriate/specified action when security events occur. For more information Please refer to the attached business continuity overview for more information about our data integrity and protection standards.	*

80	Describe your strategy related to implementation, integration and use of installation partners.	Implementation Strategy Dude Solutions' implementation combines both offsite (virtual) and onsite implementation. The Implementation Process for Asset Essentials is composed of the following stages: Planning & Requirements Account Configuration User Training and Acceptance Launch The Planning and Requirements phase begins with an Orientation Call. The purpose of this call is to acquaint one another with key stakeholders, identify contact information, discuss objectives and milestones, and officially kick-off implementation. During this call, the Project Coordinator aligns your business objectives with an implementation plan and resources tailored to the features and functionality of the application you plan to utilize. Both Parties shall mutually agree on the appropriate milestones to be set forth in the implementation plan prior to initiating the regularly scheduled requirements meetings. During the ongoing meeting, Dude Solutions shall be responsible for guiding and consulting with the Client's Project Team to discuss, gather and document the business requirements in our Production Requirements Document (PRD). Dude Solutions shall complete and submit this to the Client for its review and approval. The Account Configuration phase shall commence upon receipt from Client of final written approval of the PRD, all required deliverables and templates necessary for Dude Solutions to complete the configuration and customization of the Dude Solutions application. During the Account Configuration Phase, Dude Solutions may require Client to review and approve specific, smaller components of the overall implementation in order to configure and customize a subsequent component. During the User Training and Acceptance phase Client will have the ability to conduct test cases as determined by Client in consultation with Dude Solutions to determine whether the product performs in accordance with the application's documentation, the Agreement, and the specifications for Client's documented business requirements. During the Acceptance Period, Client will conduct Acceptance tests in accordance with the Test Cases, and will report any defects discovered in Client's testing, in accordance with the process for reporting that shall be agreed upon by the Parties during the Requirements Phase. The Launch phase shall commence upon written Acceptance of the implementation provided by Client to Dude Solutions. A multi-phased implementation would require an interative approach for multiple user groups across project sites. These phases would be repeated, as needed, based on the client's requirements. Integration Dude Solutions manages some direct connections through our Connector tool, which will be scoped during the proposal phase for each client. With regards to other API integrations that fall outside of this traditional scope: Client will be responsible for all data integration points. Dude Solutions Inc.'s will provide API documentation. However, resources to manage integrations with third party software will the be responsibility of the client. Dude Solutions Inc. has decided not to have specific integrations with other solutions in order provide our clients the freedom to leverage our data in any system, provided there is capability, instead of a select few. Installation Partners Dude Solutions does not use installation partners.	*
81	Identify any mobile applications available for your offered solutions, if applicable.	Dude Solutions offers dedicated mobile applications for two of our systems: SmartGov and Asset Essentials. All other products are accessible through web browsers on any internet-ready device.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

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.”

- Financial Strength and Stability - Dude Solutions Financial Disclosure Form - 7.8.20.pdf - Wednesday September 02, 2020 09:36:40
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates - Clearlake Capital Group - Minority Ownership Certificate (12.1.2019).pdf - Tuesday September 01, 2020 12:14:33
- Warranty Information (optional)
- Pricing - Sourcewell Price Book.pdf - Tuesday September 01, 2020 11:27:40
- Additional Document - Sourcewell data sheets.pdf - Wednesday September 02, 2020 08:58:08

Proposer's Affidavit

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:

    a. 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;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

    c. 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. - Kathryn Bennett, Proposal Manager, Dude Solutions, 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_7_Public_Sector_Admin_Software_RFP_090320 Thu August 20 2020 03:52 PM	☑	4
Addendum_6_Public_Sector_Admin_Software_RFP_090320 Mon August 17 2020 07:56 AM	☑	2
Addendum_5_Public_Sector_Admin_Software_RFP_090320 Mon August 10 2020 02:35 PM	☑	1
Addendum_4_Public_Sector_Admin_Software_RFP_090320 Thu August 6 2020 10:34 AM	☑	2
Addendum_3_Public_Sector_Admin_Software_RFP_090320 Thu July 30 2020 03:38 PM	☑	3
Addendum_2_Public_Sector_Admin_Software_RFP_090320 Thu July 23 2020 12:34 PM	☑	1
Addendum_1_Public_Sector_Admin_Software_RFP_090320 Fri July 17 2020 09:18 AM	☑	1

AMENDMENT #1
TO
CONTRACT # 090320-SDI

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Brightly Software, Inc.** (Supplier).

Sourcewell awarded a contract to Dude Solutions, Inc. to provide Public Sector and Education Administration Software Solutions with Related Services, to Sourcewell and its Participating Entities, effective November 6, 2020, through November 2, 2024 (Contract).

Supplier notified Sourcewell that it changed its name to Brightly Software, Inc. Supplier has requested modification to the Sourcewell Contract to reflect the name change.

The parties wish to amend the Contract as follows:

Throughout the Contract, the name "Dude Solutions, Inc.," will be replaced with "Brightly Software, Inc."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 3/10/2022 | 8:33 AM CST

Brightly Software, Inc.

DocuSigned by:
By: [signature]
02DF19D1127B429...
Dan Graham, CFO

Date: 3/9/2022 | 7:00 PM EST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 3/10/2022 | 8:34 AM CST

Brightly
A Siemens Company

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, together with any addenda, (this "Agreement") shall govern Subscriber's (as defined below) access and use of the Cloud Services (as defined below) provided by Brightly Software ("Company"). This Agreement may be accepted by either clicking a box indicating acceptance, by reseller purchase, by executing an Order that references this Agreement or by otherwise accessing or using an Offering. In the electronic service or Offering, Subscriber will be prompted to accept these terms by clicking a button. Clicking the button or using any Offering indicates that Subscriber has read, understood, and accepted this Agreement. If Subscriber does not accept, Subscriber must not use any Offering and must return any Offering to Company or its authorized reseller or partner prior to use.

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "ACCOUNT" OR "SUBSCRIBER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERING.

Section 1.0 Ordering and Use of Offerings

1.1 Company Cloud Service; Subscriber-Hosted Software.

(a) ***Company Cloud Service***. Unless otherwise specified on an applicable Order, an Offering of Cloud Service shall be provided as Company-hosted, online cloud service. Company grants Subscriber a non-exclusive and non-transferable right to access and use the Offering for Subscriber's internal business purposes during the Subscription Term solely in accordance with this Agreement.

(b) ***Subscriber-Hosted Software***. Where an applicable Order sets forth a Subscriber-Hosted Software Offering, subject to the provisions of this Agreement, Company grants Subscriber a non-exclusive and non-transferable license (with no right to sublicense) to install and use the Offering for the Subscription Term. In respect of such Subscriber-Hosted Software Offering:

(i) Subscriber is responsible for installing and implementing the Subscriber-Hosted Software and any updates, enhancements or modifications, except for any Professional Services set forth on an applicable Order (i.e., implementation).

(ii) Subject to the terms of this Agreement, Subscriber may create copies of the Subscriber-Hosted Software to the extent strictly necessary to install and operate the Subscriber-Hosted Software for use in accordance with this Agreement, and to create backup and archival copies to the extent reasonably required in the normal operation of Subscriber systems. All such copies must include a reproduction of all copyright, trademarks or other proprietary notices contained in the original copy of the Subscriber-Hosted Software.

(iii) Subscriber is responsible for providing the Environment and ensuring the Environment functions properly, and for implementing appropriate data backup and security measures. "Environment" means the systems, networks, servers, equipment, hardware, software and other material specified in Documentation or an Order on which, or in connection with which, the Subscriber–Hosted Service will be used.

1.2 Ordering.

(a) ***Ordering*.** The parties may enter into one or more Orders under this Agreement. Each Order is binding on the parties and is governed by the terms of this Agreement and all applicable addenda. Pursuant to an Order, Company shall grant Subscriber Account Users access or use of the Offerings during the applicable Subscription Term, including all Content contained in or made available through the Cloud Service(s). Affiliates of either party may conduct business under this Agreement by executing an Order that references this Agreement's terms.

(b) ***Account Setup*.** To subscribe to the Cloud Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users in accordance with any number and categories of users as set forth on the Order. To setup an Account User, Subscriber agrees to provide true and accurate information for such Account Users. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other individual. Subscriber must not create Account User(s) in a manner that intends to or has the effect of avoiding Fees, circumvents thresholds with the Account, or intends to violate the Agreement. Subscriber acknowledges that Account Users that submit declarations, notifications or orders to Company are acting on Subscriber's behalf.

(c) ***Subscriber Responsibilities***. Subscriber agrees that it shall use the Offering(s) solely for internal business purposes, and access and use of the Cloud Service(s) shall be limited to Account Users. Subscriber will ensure that its Account Users shall comply with Subscriber's obligations under this Agreement whether they are accessing Cloud Services on Subscriber's behalf, at Subscriber's invitation or by invitation of a Subscriber Account User. If Subscriber becomes aware of any violation of this Agreement by a user or any unauthorized access to any user account, Subscriber will immediately notify Company and terminate the relevant Account User or user account's access to the Cloud Service. Subscriber is responsible for any act or failure to act by any Account User or any person using or accessing the account of a user in connection with this Agreement. Subscriber acknowledges and agrees that Account Users who submit declarations, notifications or orders to Company are acting on behalf of Subscriber's behalf. Further, Subscriber shall: (i)be solely responsible for the accuracy, and appropriateness of all Subscriber Data and Subscriber Content created by Account Users using the Cloud Service; (ii) access and use the Cloud Service solely in compliance with any applicable Documentation and all applicable laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (iii) allow e-mail notifications generated by the Cloud Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) take responsibility for the security of Subscribers' systems, including the software on Subscriber's systems, and take commercially reasonable steps to exclude malware, viruses, spyware and trojans from Cloud Services.

(d) ***Usage Restrictions*.** Subscriber agrees that it shall not, and shall not permit any Account User or Third Party accessing by, through or at Subscriber direction, or on its behalf to, directly or indirectly: (i) modify, copy, create derivative works or attempt to derive the source code of the Cloud Service; (ii) assign, sublicense, distribute or otherwise make available the Cloud Service, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Cloud Service to provide any service bureau services or any services on a similar basis; (iv) use the Cloud Service in a way not authorized in writing by Company or for any unlawful purpose; (v) use the Cloud Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Cloud Service; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Cloud Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Cloud Service; (ix) interfere with or disrupt the integrity or performance of the Cloud Service or the data contained therein; (x) access or use the Cloud Service in order to replicate applications, products or services offered by Company and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Cloud Service or monitor the availability and/or functionality of the Cloud Service for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber application or otherwise, repackage or resell the Cloud Service, or any Company Content; (xii) store, manipulate, analyze, reformat, print, and display Company Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of

scripting or coding into the Cloud Service. Notwithstanding the foregoing restrictions, in the event Subscriber has purchased a Cloud Service for Commercial Use (as such term is defined below), Subscriber shall be permitted to use the Cloud Service to provide Third Party services in cases where such Third Parties access the Subscriber provided applications or services, but where such Third Parties do not have the ability to install, configure, manage or have direct access to the Cloud Services. Company hereby agrees, subject to payment of the applicable fees, to permit such use and the terms of this Agreement, including references to "internal use" and/or "internal business operations" shall be deemed to include and permit such use (hereafter referred to as "Commercial Use").

(e) ***Additional Guidelines*.** Company reserves the right to establish, modify, discontinue or substitute its Cloud Service offerings, general practices and limits concerning use of the Cloud Service from time to time. Company also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Company shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Company is satisfied corrective action has taken place to resolve the issue.

(f) ***Use of Messaging Services.*** Subscriber may use Cloud Service to send emails and messages to users and third parties. Subscriber is solely responsible for any such message and their content. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside Company's control, and there is no warranty that messages will reach their intended destination in a given timeframe.

(g) ***Previews, No-Charge Offerings***. From time to time, Company may make Offerings available to Subscribers at no charge or allow features or services at no extra charge as part of Cloud Services prior to their general release that are labeled or communicated as "Previews". Subscriber may choose to try such Previews or not in its sole discretion. Use of Previews is at Subscriber's sole risk and may contain bugs or errors. Subscriber may discontinue use of the Previews at any time, in its sole discretion. Further, Company may discontinue all Previews availability at any time in its sole discretion without notice. Previews and No-Charge Offerings are provided on an "as-is" basis and "as available" basis, without any warranties of any kind.

1.3 Proprietary Rights.

(a) All Cloud Service, non-public Documentation and Company Content are trade secrets of Company and its licensors. Company or its licensors retains all ownership right, title, and interest in and to Brightly IP, including the Cloud Service, its Documentation and Company Content, and all corrections, enhancements, improvements to, or derivative works thereof without limitation (collectively, "Derivative Works"), and in all Brightly IP therein or thereto. To the extent any Derivative Work is developed by Company based upon ideas or suggestions submitted by Subscriber to Company, Subscriber hereby irrevocably assigns all rights to use and incorporate Subscriber's feedback, including but not limited to suggestions, enhancement requests, recommendations and corrections (the "Feedback") relating to the Cloud Service, together with all Brightly IP related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Brightly IP rights other than the rights expressly set forth in this Agreement. Company reserves all rights in the Offerings and Brightly IP not expressly granted in this Agreement.

(b) Company acknowledges and agrees that Subscriber retains all ownership right, title, and interest in and to the Subscriber Data and Subscriber Content, including all intellectual property rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants Company and its Affiliates a non- exclusive, royalty-free license to access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of Subscriber Data and Subscriber Content to fulfill its obligations under this Agreement. Company recommends Subscriber confirm the geographic area in which Subscriber Data will be stored, which may be outside the country in which Subscriber is located. Subscriber will ensure that Subscriber Data can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations.

(c) Subscriber acknowledges the Cloud Services may utilize, embed or incorporate Third Party software and/or tools (each, a "Third Party Tool") under a license granted to Company by one or more applicable Third Parties (each, a "Third Party Licensor"), which licenses Company the right to sublicense the use of the Third Party Tool solely as part of the Cloud Services. Third Party Tools shall be specified in any applicable Documentation, Offering or statement of work. In the event of a conflict between the Third Party terms and conditions and this Agreement, the Third Party terms and conditions control with regard to the relevant Third Party Tool. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third Party Licensor retains all right, title, and interest to its applicable Third Party Tool and all documentation related to such Third Party Tool. All confidential or proprietary information of each Third Party Licensor is Confidential Information of Company under the terms of this Agreement and shall be protected in accordance with the terms of Section 7.

Section 2.0 Company Responsibilities

2.1 Professional Services. To the extent Professional Services are included in the applicable Order and/or described in one or more statements of work, Subscriber agrees to abide by Company's Professional Services Addendum. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect to the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) if applicable, set forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

2.2 Service Levels. Company shall use commercially reasonable efforts to make the Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Company pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Subscribers' Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Company shall use reasonable efforts to provide eight (8) hours prior electronic notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

2.3 Security and Data Privacy. Each party shall comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where Company acts as Subscriber's processor of personal data provided by Subscriber, the data is subject to Company's Privacy Policy, which can be viewed by clicking the "Privacy" hypertext link located within the Cloud Service. By using the Cloud Service, Subscriber accepts and agrees to be bound and abide by such Privacy Policy. At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber Content shall be available for Subscriber's export and download. In accordance with applicable data privacy laws following that initial period, Company shall not be obligated to maintain Subscriber Data nor Subscriber Content and may delete or destroy what remains in its possession or control.

(a) If applicable in the United States, if Subscriber is a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, "HIPAA"), and if Subscriber must reasonably provide protected health information as defined by HIPAA in order to use the Cloud Services, Company shall

be Subscriber's "Business Associate" under HIPAA, and Company and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to Company).

(b) If applicable in the United Kingdom, Switzerland or European Economic Area (EEA), both parties will comply with the applicable requirements of Data Protection Legislation. "Data Protection Legislation" means (i) the United Kingdom's Data Protection Act 2018, and (ii) the General Data Protection Regulation ("GDPR") and any national implementing laws, regulations or secondary legislation. Company and Subscriber agree that Company will not be processing any personal data on behalf of the Subscriber as "Data Controller" (defined in accordance with the Data Protection Legislation). Company will collect, use, disclose, transfer and store personal information when needed to administer this Agreement and for its operational and business purposes, in accordance with Data Protection Legislation. To the extent personal data from the UK, Switzerland or the EEA are processed by Company, the terms of a data processing addendum ("DPA") must be signed by the parties. To the extent Company processes personal data, its binding corporate rules and the standard contract clauses shall apply, as set forth in the DPA. For standard contract clauses, Subscriber and Company agree that Subscriber is the data exporter and Subscriber's acceptance of this Agreement or applicable Order shall be treated as its execution of the standard contract clauses.

Section 3.0 Third Party Interactions

3.1 **Relationship to Third Parties**. In connection with Subscriber's use of the Cloud Service, at Subscriber's discretion, Subscriber may: (i) participate in Third Party promotions through the Cloud Service; (ii) purchase Third Party goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Cloud Service, its application programming interface ("API") and a Third Party provider; (iv) receive additional functionality within the user interface of the Cloud Service through use of the API; and/or (v) receive content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such Third Party activity, shall be solely between Subscriber and the applicable Third Party. Company shall have no liability, obligation or responsibility for any such Third Party correspondence, purchase, promotion, data exchange, integration or interaction. Company does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by Company as "certified," "validated," "premier" and/or any other designation. Company does not endorse any sites on the Internet that are linked through the Cloud Service.

3.2 **Ownership**. As between Subscriber and Company, Subscriber is the owner of all Third Party Content loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. Company shall not comment, edit or advise Subscriber with respect to such Third Party Content in any manner.

Section 4.0 Fees and Payment.

4.1 **Fees.** Subscriber shall pay to Company all fees specified in Orders. Except as otherwise stated on the Order: (i) Subscription Fees are based on Cloud Services subscriptions purchased, (ii) all Subscription Fee payment obligations are non-refundable and non-cancelable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term. The Subscription Fee for such Cloud Service subscription shall be invoiced upon commencement of the Term. Thereafter, Company shall make reasonable efforts to invoice Subscriber for each applicable Subscription Fee sixty (60) days prior to its commencement. Unless Subscriber provides written notice of termination in accordance with Section 5.1, Subscriber agrees to pay all fees. Subscriber is responsible for providing complete and accurate billing and contact information to Company and notifying Company promptly of any changes to such information.

4.2 **Automatic Payments.** If Subscriber is paying by credit card or Automated Clearing House ("ACH"), Subscriber shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Company is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

4.3 **Overdue Charges.** If any invoiced amount is not received by Company by the due date, without limiting Company's rights or remedies, those overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum amount permitted by law, whichever is lower. Company reserves the right to condition an overdue Account's future subscription renewals and Orders on shorter payment terms than those stated herein.

4.4 **Taxes.** Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 4.4, Company shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides Company with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Company for: 1) any encumbrance, fine, penalty or other expense which Company may incur as a result of Subscriber's failure to pay any Taxes required hereunder, and 2) any Taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Subscriber is located as per the Order. For clarity, Company is solely responsible for taxes assessable against Company based on its income, property and employees.

4.5 **Purchases through Resellers**. In the event Subscriber purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Company, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or Taxes. Such terms and conditions shall be negotiated solely by and between Subscriber and such authorized reseller. In the event Subscriber ceases to pay the reseller, or terminates its agreement with the reseller, Company shall have the right to terminate Subscriber's access to the Cloud Services at any time upon thirty (30) days' prior written notice to Subscriber unless Subscriber and Company have agreed otherwise in writing.

Section 5.0 Term and Termination

5.1 **Subscription Term.** This Agreement will commence on the Effective Date set forth on the Order and continues until the Offerings hereunder have expired or have been terminated (the "Subscription Term"). Thereafter, except as stated on an applicable Order, the Subscription Term shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term applicable to the Cloud Service subscription.

5.2 **Termination.** Neither party will terminate an Order for convenience during the applicable Subscription Term. Either party may terminate this Agreement (in whole or with respect to an Order or purchased from a reseller) by notice to the other party if (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days (except in the case of a breach of Section 7 in which case no cure period will apply) or (ii) the other party becomes the subject of a petition in bankruptcy or other similar proceeding. Company may, at its option, and without limiting its other remedies, suspend (rather than terminate) any Cloud Services if Subscriber breaches the Agreement (including with respect to payment of Fees) until the breach is remedied.

5.3 **Effect of Termination**. Upon expiration of the applicable Subscription Term, or termination of any Order for one or more Offerings or this Agreement for

any reason, Subscriber's right to access, use or receive the affected Order or Offering automatically terminates. Subscriber shall immediately cease using the Order or Offering, remove and destroy all Offerings and other Company Confidential Information relating to the Order in its possession or control, and certify such removal and destruction in writing to Company. Termination or suspension of an individual Order or reseller purchase will not terminate or suspend any other Order, reseller purchase or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Order(s) and reseller purchases will terminate. If this Agreement, any Order or reseller purchase is terminated, Subscriber agrees to pay all Fees owed up to the effective date of termination.

5.4 **Survival.** The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 1, 2.3, 5.3, 6, 7, 8 and 9.

Section 6.0 Representations, Warranties and Disclaimers

6.1 **Representations.** Each party represents that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

6.2 **Warranties.**

(a) Company warrants that Cloud Service will perform in accordance with the features and functions described in the applicable Documentation. To the extent permitted by law, Subscriber's exclusive remedy and Company's entire liability for a breach of this warranty in Section 6.2(a), at its option: (i) will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, Company may terminate the Order for the non-conforming Offering and refund any prepaid fees paid for such Offering. The warranty excludes: (a) no charge Offerings or Previews, and (b) issues, problems or defects arising from Third Party Content, Subscriber Data or Content, or use of Cloud Service not in accordance with this Agreement.

(b) Company represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 6.2(b), Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services.

(c) Company makes only the limited warranties expressly stated in this Agreement, and disclaims all other warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Company does not warrant or otherwise guarantee that: (i) reported errors will be corrected or support requests will be resolved to meet Subscribers' needs, (ii) any Order or Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any Content, including Subscriber and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Orders or features or functionality in any communication with Subscriber constitutes technical information, not a warranty or guarantee.

(d) Company's Cloud Services have not been tested in all situations under which they may be used. Subscriber is solely responsible for determining the appropriate uses for the Cloud Services and the results of such use; Company will not be liable for the results obtained through Subscriber's use of the Cloud Services. Company's Cloud Services are not specifically designed or intended for use in (i) storage of sensitive, personal information, (ii) direct life support systems, (iii) nuclear facility operations, or (iv) any other similar hazardous environment.

6.3 **Intellectual Property Indemnification.**

(a) *Indemnity by Company*. Company shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Cloud Service as expressly permitted hereunder infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber: (x) promptly gives Company written notice of the Claim; (y) gives Company sole control of the defense and settlement of the Claim; and (z) provides to Company all reasonable assistance, at Company's expense. If Company receives information about an infringement or misappropriation claim related to the Cloud Service, Company may in its sole discretion and at no cost to Subscriber: (i) modify the Cloud Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Cloud Service, or (iii) terminate this Agreement (including Subscriber's Cloud Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Subscription Fee covering the remainder of the Term of the terminated Cloud Service subscriptions. Notwithstanding the foregoing, Company shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Cloud Service in combination with any software or hardware not expressly authorized by Company, (B) any modifications or configurations made to the Cloud Service by Subscriber without the prior written consent of Company, and/or (C) any action taken by Subscriber relating to use of the Cloud Service that is not permitted under the terms of this Agreement. This Section 6.3(a) states Subscriber's exclusive remedy against Company for any Claim of infringement or misappropriation of a Third Party's intellectual property rights related to or arising from Subscriber's use of the Cloud Service.

(b) To the extent permitted by law, Subscriber shall defend and indemnify Company from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Company, in connection with any Claim alleging that the Subscriber Data or Content, or Subscriber's use of the Cloud Service in breach of this Agreement, infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; unless applicable laws prohibit public entities from such indemnification and provided that Company (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 6.3(b) states Company's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's intellectual property rights related to or arising from the Subscriber Data or Subscriber's use of the Cloud Service.

6.4 **Limitation of Liability**.

(a) **The entire, aggregate liability of Company is limited to the amount of Subscription Fees paid by Subscriber to Company pursuant to this applicable Order during the twelve (12) months prior to the first act or omission giving rise to the liability. This does not apply to the Company's intellectual property indemnification obligations in Section 6.3.**

(b) **Under no circumstances will Company be liable for (i) any indirect, incidental, consequential, special exemplary or punitive damages, loss of production or data, interruption of operations or lost revenue or profits, even if such damages were foreseeable, or (ii) any Previews or No-Charge Offerings.**

(c) **Company will not be liable for any claim in connection with this Agreement if such claim is brought more than two (2) years after the first event giving rise to such claim is or should have been discovered by Subscriber.**

(d) **The limitations and exclusions of this Section 6.4 apply to: (i) benefit of Company and its affiliates, and their respective officers, directors, licensors, subcontractors and representatives, and (ii) regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.**

(e) **The foregoing limitations and exclusions will not apply to the extent that liability cannot be limited or excluded in accordance with applicable law. Nothing in this Section shall limit Subscriber's payment obligations under Section 4**.

Section 7.0 Confidentiality

7.1 Definition of Confidential Information. "Confidential Information" means any non-public information and/or materials maintained in confidence and disclosed in any form or medium by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), that is expressly marked and identified as confidential, proprietary, trade secrets, proprietary business information as provided under applicable state law and any information expressly marked and identified by a party as exempted from disclosure by the applicable statute. Confidential Information may include without limitation: information about clients, services, products, software, data, technologies, formulas, processes, know-how, plans, operations, research, personnel, suppliers, finances, pricing, marketing, strategies, security audits, penetration tests, opportunities and all other aspects of business operations and any copies or derivatives thereof. Confidential Information that is expressly marked and identified as confidential includes information belonging to a Third Party that may be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a Third Party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.

7.2 Protection of Confidential Information. The Receiving Party agrees that it shall: (i) use the Confidential Information solely for a purpose permitted by this Agreement, (ii) use the same degree of care as Receiving Party uses with its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of Confidential Information; and (iii) restrict access to the Confidential Information of the Disclosing Party to those of its Affiliates and its and their employees, contractors and agents who need such access for purposes consistent with this Agreement. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations.

7.3 Compelled Disclosure. If Receiving Party is required to disclose any Confidential Information to comply with law, a court order or subpoena, Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party's request and expense, to prevent or limit such disclosure.

7.4 Records Requests. Except as prohibited by law, court order or subpoena, Subscriber shall treat as exempt from treatment as a public record, and shall not unlawfully disclose in response to a request made pursuant to any applicable public records law, any of Company's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, court order or subpoena, Subscriber shall immediately notify Company and provide such reasonable cooperation as requested by Company and permitted by law to oppose production or release of such Company Confidential Information.

7.5 Remedies. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. Receiving Party acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 8.0 Export Control Compliance

8.1 General. Subscriber shall comply with all applicable sanctions, embargoes and (re-)export control regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction(s) (collectively "Export Regulations").

8.2 Checks. Prior to any transfer of Offerings (including all kinds of technical support and/or technology) to a Third Party, Subscriber shall check and ensure by appropriate measures that (i) there will be no infringement of an embargo imposed by the European Union, the United States of America and/or by the United Nations by such transfer, by brokering of contracts concerning Offerings or by provision of other economic resources in connection with Offerings, also taking into account any prohibitions to circumvent these embargos (e.g., by undue diversion); (ii) such Offerings are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization has been obtained; (iii) the regulations of all applicable sanctioned party lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered and (iv) Offerings within the scope of the respective Annexes to EU Regulations Nos. 833/2014 and 765/2006 as well as of Annex I to EU Regulation No. 2021/821 (in their current versions, respectively), will not, unless permitted by EU law, be (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such Offerings to Russia or Belarus.

8.3 Non-Acceptable Use of Offerings and Cloud Services. Subscriber shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Cloud Services, Content and/or Documentation from or in any location prohibited by or subject to comprehensive sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) or to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports'), or otherwise make available the Cloud Services, Content and/or Documentation to any individual or entity designated on a sanctioned party list of the Export Regulations; (iii) use the Cloud Services, Content and/or Documentation for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Cloud Services platform any Subscriber Data or Content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99); (v) facilitate any of the aforementioned activities by any user. Subscriber shall provide any user(s) with all information necessary to ensure compliance with the Export Regulations.

8.4 Information. Upon request by Company, Subscriber shall promptly provide Company with all information pertaining to user(s), the intended use and the location of use of the Offerings.

8.5 Export Control Indemnification. To the extent permitted by law, Subscriber shall indemnify and hold harmless Company from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with (re) Export Regulations by Subscriber and/or user(s) and/or Subscriber's Third Parties business partner re-exporting Offerings in violation of embargoes or sanctions referred to in 8.2 above, and Subscriber shall compensate Company for all losses and expenses resulting thereof.

8.6 Reservation. Company shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Subscriber acknowledges that Company may be obliged under the Export Regulations to limit or suspend access by Subscriber and/or user(s) to the Offerings.

Section 9.0 Miscellaneous

9.1 Compliance with Laws. Each party will comply with all laws and applicable government rules and regulations insofar as they apply to such party in its performance of this Agreement's rights and obligations.

9.2 Publicity. Only with written permission from Subscriber, Company is permitted to: (i) include Subscriber's name and logo in accordance with Subscriber's trademark guidelines; and (ii) list the Cloud Services and Professional Services selected by Subscriber, in public statements and client lists.

9.3 Relationship of the Parties. Company is performing pursuant to this Agreement only as an independent contractor. Company has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the

parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between
Company and Subscriber. Company shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.4 **Waiver**. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.5 **Assignment**. This Agreement will extend and be binding upon the successors, legal representatives, and permitted assignees of the parties. However, this Agreement and the rights granted under this Agreement may not be assigned, sublicensed or otherwise transferred (by operation of law or otherwise) by Subscriber without the prior written consent of Company. Any attempted assignment in violation of this Section will be void.

9.6 **Force Majeure.** Subject to the limitations set forth below and except for fees due for Orders rendered, neither party shall be held responsible for any delay, default, or failure to perform any obligations under this Agreement due to any cause beyond its reasonable control. The delayed party will promptly notify the other party of any such event.

9.7 **Entity, Governing Law, Notices and Venue.** All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by business mail (upon written verification of receipt); or (d) except for notice of indemnification claims, via electronic mail to Subscriber at the e-mail address maintained on Subscriber's Account and to Company at notice@brightlysoftware.com. Any dispute arising out of or in connection with this Agreement will be resolved as set forth in the table below: The Company entity entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Subscriber is domiciled:

(a) In the **United States and all other domiciles not otherwise mentioned,** the Company entity is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software. The applicable law will be the laws of the state of Delaware, USA; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Delaware, USA unless Subscriber is a public entity in which case the applicable law will be the state law where it is domiciled and any dispute will be subject to the jurisdiction of the applicable courts where it is domiciled. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court for any such disputes.

(b) In **Canada**, the Company entity is Brightly Software Canada, Inc., an Ontario corporation, and the notice address shall be 1577 North Service Road East, Oakville, Ontario, Canada L6H 0H6 Canada, Attn: Brightly Software. The applicable law will be the laws of Ontario; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Ontario, Canada, without regard to the principles of conflicts of law.

(c) In the **United Kingdom or a country in Europe,** the Company entity is Brightly Software Limited, a limited company in England, the notice address shall be Pinehurst 2, Pinehurst Road, Farnborough, Hampshire, GU14 7BF Attn: Brightly Software. The applicable law will be the laws of England; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be London, England.

(d) In **Australia, New Zealand, a country in Asia/Oceania,** the Company entity is Brightly Software Australia Pty Ltd, a proprietary limited company in Australia, and the notice address shall be Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, Attn: General Counsel. The applicable law will be the laws of Victoria, Australia; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be Melbourne, Victoria, Australia.

If a dispute is subject to arbitration as described in this Section 9.7, arbitrators will be appointed in accordance with the ICC Rules, the language used for proceedings will be English, and orders for the production of documents will be limited to the documents on which each party specifically relies in its submission. Nothing in this Section 9.7 will restrict the right of the parties to seek interim relief intended to preserve the status quo or interim measures in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent permissible under applicable law and to the extent it would not result in the invalidity or inapplicability of this Section 9.7, the parties agree that Company, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Subscriber has its place of business, to: (i) enforce Brightly IP rights, or (ii) for the payment of amounts due for any Offering.

9.8 **Company Affiliates and Subcontractors**. Company or its Affiliates may exercise Company's s rights and fulfill Company's obligations under this Agreement. Company may use resources in various countries to provide Offerings, including unaffiliated subcontractors. Company remains responsible for its obligations under this Agreement.

9.9 **Interpretation of Agreement.** The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 **No Third Party Beneficiaries**. No person or entity not a party to the Agreement shall be deemed to be a Third Party beneficiary of this Agreement or any provision hereof.

9.11 **Severability.** The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 **Entire Agreement.** This Agreement, including any applicable Order, constitutes the full and complete agreement between Subscriber and Company with respect to the subject matter thereof and supersedes any previous or contemporaneous agreements or communications, whether written or verbal, relating to such subject matter. The reference to a document that refers to another document will be deemed to also include such other document, unless otherwise stated therein. This Agreement may not be varied except as set out in an Order or otherwise executed in writing by manual signatures or electronic signatures of authorized representatives of both parties or via an online mechanism, if so provided explicitly for such purposes by Company. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to any order, and will not supplement or modify this Agreement irrespective of any language to the contrary in such document. In the event of any conflict or inconsistency between the documents, the order of precedence shall be (1) the applicable Order, (2) any schedule or addendum to this Agreement, and (3) the content of this Agreement.

9.13 **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify Company.

9.14 **Cooperative Use**. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Cloud Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.15 **Modifications**. Company may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, Company shall notify Subscriber.

9.16 **USA Government Subscribers.** The Cloud Service and its Documentation and Content are "Commercial Items," "Commercial Computer Software" and "Computer Software Documentation" as defined 48 C.F.R. §. 2.101 and 48 C.F.R. §. 252.227-7014(a)(1) and (a)(5), as applicable. Pursuant to 48 C.F.R. §. 12.212, and 48 C.F.R. §. 227.7202, as revised, the U.S. Government acquires the Cloud Service and its Documentation and Company Content subject to the terms of this Agreement.

Company will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

Section 10.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

10.1 "Access Credentials" means any user's name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Cloud Service.

10.2 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Cloud Service(s).

10.3 "Account User" means each person or entity that access an Offering under this Agreement, whether such access is given by Subscriber, by Company at Subscriber's request, or by a third party authorized by Subscriber.

10.4 "Affiliate" means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to "control" another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.

10.5 "Brightly IP" means all patents, patent applications, copyrights, trade secrets and other intellectual property rights in, related to, or used in the provision or delivery of any Order or technical solution underlying an Order, and any improvement, modification, or derivative work of any of the foregoing.

10.6 "Cloud Service" or "Cloud Services" means Company's branded offerings of cloud-based online services and associated cloud-based API (application programming interfaces) made available by Company, as updated, enhanced or otherwise modified from time-to-time. Cloud Service excludes Subscriber Data and Third Party Content.

10.7 "Content" means audio and visual information, documents, content, materials, products and/or software.

10.8 "Documentation" means the user instructions, learning material, functional or technical documentation, and API information relating to the Cloud Service made available to Subscriber by Company in print, online or embedded as part of help functions, which may be updated from time to time.

10.9 "Brightly Software" or "Company" means Brightly Software, Inc., Brightly Software Canada Inc., Brightly Software Australia Pty Ltd, and Brightly Software Limited, together with their affiliates, successors and assigns.

10.10 "Order" means Company's ordering document, online purchasing form, statement of work, or end user license agreement (EULA) used to order Company Cloud Services and/or Professional Services. By entering into an Order, Affiliate(s) agree to be bound by the terms of this Agreement as if an original party.

10.11 "Offering" means an individual offering made available by Company and identified on an Order, which consists of Cloud Services, Professional Services or a combination of any of the foregoing, and any associated maintenance and support services and Documentation.

10.12 "Previews" means Cloud Service or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, preview, pre-release, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.

10.13 "Professional Service" means the training, technical, consulting and/or other services, excluding Cloud Services, to be performed by Company that are ordered by Subscriber on an Order or provided without charge (if applicable).

10.14 "Subscriber" means the legal entity identified on the Account, on behalf of itself and its Affiliates and its and their employees, consultants, and (sub)contractors.

10.15 "Subscriber Data" means all data, information and other content provided by or on behalf of Subscriber, including that which the Account Users input or upload to the Cloud Service.

10.16 "Subscriber-Hosted Software" means Company's suite of software applications, as updated, enhanced or otherwise modified from time-to-time that are: (i) ordered by Subscriber on an Order or provided without charge (if applicable) and made available by Company, including mobile components, and (ii) granted a non-exclusive and non-transferable license (with no right to sublicense) to install and use software for the Term.

10.17 "Subscription Fee" means the fee invoiced to Subscriber by Company prior to the Subscription Term, which is required to be paid in order for Subscriber to be permitted to access and use the Cloud Service.

10.18 "Third Party" means a party other than Subscriber or Company.

10.19 "Third Party Content" means Content, applications and services owned or controlled by a Third Party and made available to Subscriber by the Third Party through or in connection with Cloud Services.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first appearing above.

Brightly Software, Inc.

By: _____
[signature]

Name: _____
[printed or typed]

Title: _____

Date: _____

By: _____
[signature]

Name: _____
[printed or typed]

Title: _____

Date: _____

City of Redlands

By: _____
[signature]

Name: Eddie Tejeda
[printed or typed]

Title: Mayor

Date: 6/18/24

ATTEST:

_____
Jeanne Donaldson, City Clerk

PROFESSIONAL SERVICES ADDENDUM

THIS PROFESSIONAL SERVICES ADDENDUM ("Addendum") is an addendum to the Master Subscription Agreement (the "Agreement") between Brightly Software ("Company") and Subscriber, as defined in the Agreement. This Addendum applies to the extent that Subscriber and Company execute an Order that includes Professional Services to be provided by Company for Subscriber.

1. PROFESSIONAL SERVICES.

1.1 Scope. Company will provide such Professional Services and supply Deliverables to Subscriber in accordance with the terms of this Addendum, the Agreement, and all applicable Orders, including any statement of work contained therein. Unless otherwise specified in an applicable Order: (i) Company will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials as described in the Order. Company is only obliged to supply Professional Services and/or Deliverables as expressly stated in the Order. Company shall not be obliged to supply any Professional Services and/or Deliverables without a valid Order.

1.2 Scheduling. Company requires at least 6 weeks advanced notice from the acceptance of an Order to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order includes the additional fees and incidental expenses associated with multiple visits.

1.3 Unused Professional Services. Unless otherwise specified in the Order, Company reserves the right to expire any unused Professional Services 6 months from the Effective Date set forth on the Order, and Subscriber will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.

1.4 Relationship to Other Offerings. The Addendum is limited to Professional Services and does not convey any right to use any other Company Offerings. Except for Deliverables set forth in an Order, Subscriber agrees that Professional Services are not contingent on the delivery of any future Cloud Service functionality, or on any oral or written public comments by Company regarding future Cloud Service functionality or features.

1.5 Subscriber Cooperation. Subscriber will cooperate reasonably and in good faith with Company in its performance of Professional Services by: (i) providing access to any necessary Subscriber Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Company to perform its obligations under the Order, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Subscriber may result in additional applicable charges for resource time.

1.6 Acceptance. Any Deliverables are stated in the Order. Unless otherwise specified in the applicable Order, Deliverables will be considered accepted upon the sooner of Subscriber's written acceptance notice (e-mail is sufficient) or five (5) business days from delivery. In the event Subscriber rejects the Deliverables, Subscriber' shall provide a written rejection notice within five (5) business days from delivery which must specifically disclose the material failure to conform to the specifications set forth in the Order. In response to rejection notice, Company may revise and redeliver the Deliverable(s), and thereafter the procedures of this Section will repeat.

1.7 Change Order. Changes to Professional Service defined in an Order shall require a written Change Order signed by the parties prior to implementation of such change(s). Changes may include, for example, alterations to the Professional Service scope of work, Deliverables or changes to fees or schedule.

2. FEES & PAYMENT TERMS.

2.1 Payment. Subscriber will pay Company the fees specified in the Order. Unless the Order provides otherwise, Subscriber will pay Company within thirty (30) calendar days from the date of invoice.

2.2 Incidental Expenses. Subscriber will reimburse Company for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the Order, Company will not exceed a 5% inflation of such estimate without the written consent of Subscriber.

3. TERM AND TERMINATION.

3.1 Term. Each Order term shall begin on the effective date specified in the applicable Order and end on the date that the Professional Services are completed or Subscriber is notified of expiration of the Order pursuant to Section 1.3 of this Addendum. Unless earlier terminated as set forth below, the terms of this Addendum will continue until termination or expiration of the applicable Order.

3.2 Termination. Either party may terminate an Order for the other's material breach on thirty (30) days' written notice, provided that if the other party cures the breach before expiration of such notice period, the Order will not terminate. Additionally, all Orders will immediately terminate upon termination or expiration of the Agreement.

3.3 Effect of Termination. Upon termination of an Order: (1) if such Order provides for an hourly or per unit fee, Subscriber will pay Company such fee for the work performed up to the date of termination; and (2) if the Order provides for a fixed fee, Subscriber will pay Company the reasonable value of the Professional Services rendered by Company up to the termination date. Termination of an Order for any reason, including without limitation for

cause, will not terminate any other Order.

4. LICENSE FOR DELIVERABLES.

License for Deliverables. Upon payment of fees due under an applicable Order, Company grants Subscriber a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, and use any Deliverables created by Company solely for Subscriber as described in the Order. Company and Subscriber each retain all right, title and interest in their respective Intellectual Property and Company retains all ownership rights in the Deliverables.

5. NON-EXCLUSIVITY OF PROFESSIONAL SERVICES.

Notwithstanding the Confidentiality obligations set forth in Section 7 of the Agreement, Subscriber acknowledges and agrees that (i) multiple Subscribers may require similar Professional Services or Deliverables and that Company may be developing similar Professional Services and Deliverables for other third parties, (ii) Company may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information of Subscriber, (iii) nothing will prohibit Company from developing or having developed for it customizations, configurations, feature, concepts, systems or techniques that are similar to the Deliverables, and (iv) nothing will prohibit Company from re-using with another Subscriber or making generally available as part of Cloud Services all or part of any customization, configuration, feature, concept, system or technique developed hereunder.

6. MISCELLANEOUS

6.1 Independent Contractor. The parties are independent contractors and nothing in this Agreement should be construed to create a partnership, agency, joint venture, fiduciary or employment relationship between the parties. Neither party is authorized to make any representation or commitment on behalf of the other party. Each party assumes full responsibility for the actions of its personnel while performing Professional Services and such party will be solely responsible for the supervision, daily direction, control of its personnel and for the payment of all compensation.

6.2 Non-Solicitation. Except where prohibited by law, during the Term and for twelve (12) months thereafter, Subscriber will not solicit for employment, nor knowingly employ (either as an employee, contractor or agent), any of Company's employees or subcontractors without Company's prior written consent. For the purposes herein, "solicit" does not include broad-based recruiting efforts, including without limitation help wanted advertising and general posting open positions.

7. DEFINITIONS.

7.1 **"**Change Order" means a Company change order that changes the Professional Services as set forth on an Order or defined in a reseller purchase. Change Orders executed by both parties shall be incorporated by reference into the applicable Order. A Change Order cannot change Cloud Services, as defined in the Agreement to include SaaS applications.

7.2 "Deliverable" means a deliverable described in an Order.

All other capitalized terms used but not defined herein shall have the respective meanings set forth in the Agreement.

PREPARED FOR

City Of Redlands ("Subscriber")

P.O. Box 3005

Redlands, CA 92373

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300

Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

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PUBLISHED ON

June 05, 2024

Q-389990

Sourcewell/NJPA purchasing contract

- https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents (https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents).
- Contract #090320-SDI

Subscription Term: 12 months (06/18/2024 - 06/30/2025)

Cloud Services

Item	Start Date	End Date	Pricing Based On	Investment
Asset Essentials Enterprise	6/18/2024	6/30/2025	567,593.00 Sq. Ft.	27,857.07 USD
- Facilities/Physical Plant Module	6/18/2024	6/30/2025		Included
- Asset Essentials Inventory	6/18/2024	6/30/2025		Included
- AE Safety	6/18/2024	6/30/2025		Included
- Dude Analytics	6/18/2024	6/30/2025		Included
- GIS Asset Management	6/18/2024	6/30/2025		Included
4.0 Month(s) included at no additional cost on the first term 06/18/2024 - 10/17/2024				-8,990.91 USD
				Subtotal: 18,866.16 USD

Professional Services

Item	Pricing Based On	Investment
Asset Essentials Enterprise Implementation with Consulting	567,593.00 Sq. Ft.	12,455.45 USD
Consulting Service	1.00 Day(s)	1,795.50 USD
On-site incidental expenses		*See Note Below
PM Schedule Creation	567,593.00 Sq. Ft.	9,030.40 USD
Equipment Barcode Tagging	567,593.00 Sq. Ft.	9,030.40 USD
Facility Condition Assessment	567,593.00 Sq. Ft.	66,726.23 USD
		Subtotal: 99,037.98 USD
Total Initial Investment		**117,904.14 USD**

* Incidental travel related expenses will be invoiced to Client at cost but are not anticipated to exceed $3,000 per week, per resource for on-site services.

Asset Essentials Implementation with Consulting
GIS Rider Statement of Work

Summary:

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials, an on-line Computerized Maintenance Management System – Geographic Information System (GIS) functionality. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW

1. Asset Essentials GIS Implementation
2. Asset Essentials GIS Training

Deliverables:

- Project initiation and discovery
- Available GIS data loaded
- GIS configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
    - Kickoff call complete.
    - Discovery call complete
    - Data, configuration, and training requirements documented.
- Available Data Loaded
    - Available GIS data is loaded in AE to meet documented data requirements.
- Account Configuration
    - GIS features have been setup and configured to meet documented configuration requirements.

- User Acceptance Testing
    - Consultant-led end-to-end walkthrough and client UAT has demonstrated functionality satisfying configuration requirements.

- End User Training
    - Administrator and Full User roles have been received training on their role.

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For on-site activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to five business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project Schedule:

- Kick-off Call with Project Coordinator
    - Confirm software and services purchased
    - Identify key stakeholders
    - Assign resources
    - Schedule key milestone dates, including anticipated projected completion date
    - Access to Company's on-line Learning Management System
    - Access to an interactive project plan

- Discovery with Consultant
    - Interview key stakeholders to understand specific maintenance & operations objectives
    - Overview of AE with key stakeholders, including data import requirements
    - Determine optimal GIS configuration to meet objectives and drive KPIs

    - Document data, configuration, and training requirements
    - Schedule required consulting activities and confirm projected completion date

- Data loaded by Consultant
    - Review, cleanse, and load available GIS data

- Account configuration by Consultant
    - Work Order creation from Map
    - Citizen Portal
    - Mobile Profiles
    - Configure GIS Map settings
    - Configure GIS Layer configuration
    - Asset syncing

- User Acceptance Testing
    - Configuration demo to walk through the end-to-end workflow from request to completion
    - Demonstrate key functionality meets configuration requirements

- Consultant conducts End User Training for Administrator and Full User roles
    - End-to-end walkthrough for their role
    - Desktop and mobile training

- Project Close

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

Asset Essentials Implementation with Consulting Statement of Work

Summary:

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

Deliverables:

- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
    - Kickoff call complete
    - Discovery call complete
    - Data, configuration, and training requirements documented
- Available data loaded
    - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration
    - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
    - Consultant-led end-to-end walkthrough and client UAT has demonstrated to Subscriber functionality meets configuration requirements.
- End User Training
    - Administrator and Full User roles have received training on their role.
- Go-Live Support

- 30-day Go-Live Support period has been concluded.

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Subscriber is unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If client does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project schedule and approach:

- Kick-off Call with Project Coordinator
    - Confirm software and services purchased
    - Identify key stakeholders
    - Assign resources
    - Schedule key milestone dates, including anticipated project completion date
    - Access to Company's on-line Learning Management System
    - Access to an interactive project plan

- Discovery with Consultant
    - Interview key stakeholders to understand specific maintenance & operations objectives
    - Overview of AE with key stakeholders, including data import requirements
    - Determine optimal AE configuration to meet objectives and drive KPIs
    - Document data and configuration requirements
    - Schedule required consulting activities and confirm projected completion date

- Data loaded by Consultant
    - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
    - Populate key drop-down menus
    - Review/modify request and work order templates
    - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
    - Configuration demo to walk through the end-to-end workflow from request to completion
    - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
    - End-to-end walkthrough for their role
    - Desktop and mobile training
- Go-Live Support
    - Company provides (4) weekly check-in calls with Implementation Specialist and Subscriber
    - Company Implementation specialist addresses any issues identified. Where issues require product support, Implementation Specialist will submit to Company Support
    - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

Sample Project Timeline (project timelines may vary):

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call														
LMS (Learning Management System) Review and Q&A														
Discovery Call														
Data Review														
Data Loading														
Account Configuration														
UAT (User Acceptance Testing)														
User Training														
Post-Consulting Call														
GLS (Go Live Support)														
Project Close														

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee.

Consulting Services Statement of Work

Summary:

Company will provide certain professional consulting services to Subscriber. These professional services include providing Subscriber with focused guidance by an experienced Company consultant to aid the utilization of Subscribers application effectively and efficiently. Services are tailored to Subscribers needs but may include meeting with key stakeholders to ensure the set-up and configuration of the system will meet Subscriber's current and future needs; workflows meet the needs of the business; available data is cleaned, aligned, and imported; and end users are trained.

In Scope: The items below will be considered in scope of this SOW

Consulting Service	1.00 Day(s)

Deliverables:

The following list of deliverables are example categories, the specific deliverables included in Subscriber's service will be documented and presented by the Company Project Coordinator during the project kick off call. If additional services are requested, a new Consulting Services SOW may be required. Virtual services are delivered in 4-hour increments, or until a maximum of the days In Scope have been consumed.

- **Project initiation and discovery**: Virtual interviews between Company and Subscriber to review desired outcomes, current processes, account configuration, data, and reporting needs, and change management process.
- **Data Import:** Data loading of pick list values or primary record data types (e.g. work orders, events, PM schedules) in Subscriber's application.
- **Account configuration**: Reviewing, removing duplicates, making recommendations for best alignment of data categories, and aligning with Company Import templates for inclusion in Subscriber's solution. Data loading and account configurations are tailored to Subscriber needs.
- **Application Training**: Administrator and/or role-based user training to include functions associated to specific role permissions. Desktop and/or mobile training topics include maintaining current data, basic or advanced workflows, creation and processing of records, and general navigation. Training is tailored to Subscriber needs.
- **Consulting:** Focused guidance by experienced Company consultants to aid the utilization of Subscribers application effectively and efficiently.

Acceptance Process:

All the days In Scope have been consumed or desired outcome has been met, not to exceed the days In Scope.

Assumptions:

Subscriber Assumptions:

- If applicable (data import), data should be provided in an Excel or CSV format in one sheet or workbook with unique records in each row. Multi-tab spreadsheets or multiple rows of data per record will not import successfully and will require additional services. Company cannot access or extract data from other systems or locations.
- If applicable (data import), not all data from a legacy system or database will have a one-for-one match in your Company solutions. Company will work with Subscriber to determine the best approach to capture and map this data.
- Subscriber is responsible for providing login information ahead of time to users, as well as provide devices where the mobile app (if applicable) or web browser is downloaded and up to date.
- Subscriber is responsible for troubleshooting any issues related to their IT infrastructure including network and device management.
- Subscriber will schedule time for the appropriate resources to be available to the consultant for the duration of any confirmed virtual meeting(s). The success of this process is dependent on the attendance and responsiveness of the key stakeholders.
- Subscriber will verify with their Company Project Coordinator that they have the correct versions of applications to allow for requested changes to their data or account configuration.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections
- Subscriber acknowledges rescheduling or cancelling services within 2 weeks of the confirmed date will require rescheduling based on current availability which may result in delays to the larger implementation project and a rescheduling fee.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project Schedule:

Project schedule is dependent on the services purchased by Subscriber and will be determined during the project kick-off call, not to exceed the days In Scope.

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of services outlined in this SOW, the consulting service will be completed to trigger billing for the full service.

Facility Condition Assessment Scope of Work

Purpose

Brightly's ("Company") facility condition assessment ("FCA") is a visual assessment evaluating the facility systems based on the following Standard Scope of Work ("SOW"). This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into Company's work & asset management, capital forecasting and capital prediction software solutions as set forth on the applicable Order Form.

Value

By partnering with Company you not only gain the engineering expertise of Company's Service Providers; you also are provided with assurance that the data collected as a result of the facility condition assessment is properly integrated into your Company software applications. Company has successfully completed more than 800 projects ranging from Facility Condition Assessments, Asset Inventory Collection (including barcoding) and preventive maintenance schedule creation. Our methodology provides you with confidence to make better data, decision-making on both short-term and long-term capital investment needs of your organization.

Deliverables

All FCA's will include a deliverable containing the following items:

- Narrative report with descriptions of major systems and corresponding conditions
- Primary digital photos of key components and deficiencies are included in the narrative

- 20-year capital Reserve table with System/Sub-System replacement costs and dates
- Import of Systems-level detail into client's Company capital forecasting/prediction solution
- Import major Equipment Items into client's Company work & asset management solution.

Methodology and Approach

A Certified Company Service Provider will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview client's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems that may exist.
- Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model and serial number.
- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.

- For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. The narrative report will include an executive role up for all sites included with the service.

The field data collection will be performed at an individual and system level as described below:

1. Detailed data collection of individual equipment items will be captured to build an equipment inventory which will be imported into Company's work & asset management solution as defined in the Asset Inventory and System/Component table below.
2. A condition assessment of major building systems, including HVAC, Electrical, Plumbing, Roofing, Site Paving, Vertical Transportation, Structural and Building Envelope to be imported into Company's capital forecasting/prediction solution as defined in the Asset Inventory and System/Component table below.

1. HVAC equipment items only will also be tracked in the capital forecast or prediction solution as specific Sub-Systems. For these items, Make/Model/Serial Number will be captured and tracked in the Equipment Inventory, and the item will also be included as a Sub-System.
2. All other major Systems will be collected at the Systems Level in Company's capital forecasting solution as a general Sub-Systems.

Asset Inventory and Systems/Component Table

The following table defines the standard SOW that will be followed to capture the equipment data used to build the Equipment Inventory, which will be imported into the Work & Asset Management Solution as well as the System-Sub-System data used to build the Capital Reserve Table that will be imported into the capital forecasting or prediction solution.

Table Column Header Descriptions

Individual or System Level Capture

- Individual = Item will be collected individually
- System = Item will be grouped by system or sub-system, location will correspond to the associated building structure

Item Represented in Capital Forecasting or Prediction solution? Y/N

- No = Cost information related to individually captured items will be provided at a system or sub-system level only in capital forecasting or prediction solution

Included in Equipment Inventory? Y/N

- No = Item will not be setup in the work & asset management solution

*Items captured as a system will be setup as a single equipment inventory item so that work can be tracked against it.

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Exterior Systems				

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Exterior Doors	System Level	Yes	No	
Exterior Walls (Finish)	System Level	Yes	No	
Exterior Windows	System Level	Yes	No	
Roofing	System Level	Yes	No	
Electrical				
Automatic Transfer Switch	Individual	No	Yes	Make/Model/Serial number will be captured when available
Electric Door Systems	Individual	No	Yes	Exterior Doors Only
Emergency Generators	Individual	No	Yes	Must be Permanently Installed, does not include mobile units
Main Distribution Panels	Individual	No	Yes	Primary panel bringing utility into building only
Motor Control Centers	Individual	No	Yes	
Switchgear	Individual	No	Yes	
Transformers	Individual	No	Yes	Primary Service to Building (Must be Client Owned)
Breakers, switches or starters	Not Included in Service			
Individual light fixtures (emergency, exterior, etc.)	Not Included in Service			
Motors	Not Included in Service			
Portable Generators	Not Included in Service			

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Secondary Electrical Panels	Not Included in Service			
VFDs	Not Included in Service			
Emergency Back-Up Lights	System Level	Yes	Yes	Cost model based upon building SQ FT cost
Lighted Exit Signs	System Level	Yes	Yes	
Equipment				
Commercial Laundry (washers, dryers)	Individual	No	Yes	
Commercial Trash Compactors	Individual	No	Yes	Client-Owned, Permanently-installed facility infrastructure units only
Residential Type Appliances, Shop Tools and Equipment	Not Included in Service			Residential Washer/Dryers, Refrigerators, Microwaves and Ranges Not Included
Exterior Enclosure				
Garage Door & Garage Door Opener	Individual	No	Yes	Commercial Type Garage Openers Only (Excludes Residential single care garage doors)
Fire Protection				
Eyewash / Safety Showers	Individual	No	Yes	Permanently Installed Items
Fire Pump	Individual	No	Yes	Main Fire Pump and Jockey Pumps greater than 1 HP
Main Fire Panel	Individual	No	Yes	
Fire valves, hydrants	Not Included in Service			Included in Alarm System SF Cost

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Smoke detectors, horn strobes	Not Included in Service			Included in Alarm System SF Cost
AEDs	System Level	Yes	Yes	
Fire Alarm System	System Level	Yes	Yes	Barcode applied to Main Fire Panel
Fire Extinguishers	System Level	Yes	Yes	
Specialty Fire Suppression System	System Level	Yes	Yes	Kitchen-Style Suppression System
Sprinkler System	System Level	Yes	Yes	
HVAC				
Air Handling Units	Individual	Yes	Yes	Includes Rooftop and Ground
Boilers	Individual	Yes	Yes	
Building Automation System	Individual	Yes	Yes	
Chilled Water pumps	Individual	Yes	Yes	
Chillers	Individual	Yes	Yes	
Cooling Tower pumps	Individual	Yes	Yes	
Cooling Towers	Individual	Yes	Yes	
Deaerators	Individual	Yes	Yes	
Energy Recovery Units	Individual	Yes	Yes	
Exhaust Fans	Individual	Yes	Yes	Rooftop Only
Exhaust hoods	Individual	Yes	Yes	
Furnaces	Individual	Yes	Yes	Non-Residential

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Heat Pumps	Individual	Yes	Yes	Make/Model/Serial number will be captured for both interior and exterior when accessible; otherwise it will be captured as one single cost and item
Hot Water pumps	Individual	Yes	Yes	
Make Up Air Units	Individual	Yes	Yes	
Package AC Units	Individual	Yes	Yes	Includes Rooftop and Ground
Split Systems	Individual	Yes	Yes	Ductless Split Systems will be captured as one single item. The barcode will be located on the exterior unit
Unit Heaters	Individual	Yes	Yes	
Fan Coil Units*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. ***No visual capture**.
Unit Ventilators*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. ***No visual capture**.
VAV Boxes*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. ***No visual capture**.
Window Units	Not Included in Service			
Radiators	Not Included in Service			
Thermostatic Controls	Not Included in Service			
Interior Systems				

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Interior Ceiling	System Level	Yes	No	
Interior Doors	System Level	Yes	No	
Interior Floor	System Level	Yes	No	
Interior Walls	System Level	Yes	No	
Kitchen				
Dishwashers	Individual	No	Yes	Commercial-Style, non-residential
Freezer (Walk In, Reach In)	Individual	No	Yes	
Grease Traps	Individual	No	Yes	Will not receive a barcode if barcoding services is included
Large Kitchen Equipment	Individual	No	Yes	Valued above $2,000
Oven, Stoves	Individual	No	Yes	
Refrigerator (Walk In, Reach In)	Individual	No	Yes	Commercial-Style, non-residential
Broilers, Grills, Fryers	Individual	No	Yes	Valued above $2,000
Counter Top Appliances	Not Included in Service			
Cutlery	Not Included in Service			
Tables, Racks	Not Included in Service			
Plumbing				
Domestic Hot Water Heaters	Individual	No	Yes	80 Gallons and Above. Does not include Instant Hot Water Heaters
Domestic Water Booster Pumps	Individual	No	Yes	1 HP and above

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Hot Water Storage Tank	Individual	No	Yes	
Main Backflow Preventer	Individual	No	Yes	Includes Domestic and Fire Suppression
Sump Pumps	Individual	No	Yes	
Fixtures	System Level	Yes	No	
Filters	Not Included in Service			
Strainers	Not Included in Service			
Valves	Not Included in Service			
Site Improvements				
Drainage Systems	System Level	Yes	No	
Parking, Paving , Sidewalks	System Level	Yes	No	
Utilities	System Level	Yes	No	Under the floor, behind the wall related items – electrical distribution, Domestic water/sewer & HVAC Ductwork. Cost per sq. ft. estimation for replacement/rehab.
Vertical Transportation				
Dumb Waiter	Individual	No	Yes	
Elevators	Individual	No	Yes	
Escalators	Individual	No	Yes	

For the Equipment Items and Systems/Sub-Systems listed in the Asset Inventory and Systems/Component Table above, the following attributes will be captured as follows depending on whether the item is included in the Equipment Inventory and/or as a General or Specific System Component of the Capital Forecast or Capital Prediction solution:

	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
Field Name	**Equipment Items**	**General Sub-System**	**Specific Sub-System**
Equipment Item Number	Y	N	Y* Corresponding Equipment Item Number will replace Sub-System ID
System-Component ID	N	Y	N* Corresponding Equipment Item Number will replace Sub-System ID
Site/Location/Building Name	Y	Y	Y
Description	Y	Y	Y
System/Sub-System	N	Y	Y
Classification/Type	Y	N	N
Unit of Measure	N	Y	Y
Quantity	N	Y	Y
Unit Cost	N	Y	Y
Manu/Model/Serial Numbers	Y	N	N* Will be included on Individual Equipment Record

	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
Field Name	**Equipment Items**	**General Sub-System**	**Specific Sub-System**
Tag (if available)	Y	N	N
Date In Service (if available)	Y	Y	Y
Condition	Y	Y	Y
Estimated Replacement Cost	Y	Y	Y
Estimated Next Replacement Date	Y	Y	Y
Life Cycle	Y	Y	Y
Included in 20-year Capital Forecast?	N	Y	Y

Evaluation

At the conclusion of the assessment(s), the Company Service Provider will prepare reports as described above that include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for "immediate" and "capital repair" costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. The Company Service Provider shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building.
- A twenty year capital plan with an Executive Summary with graphic presentation of results to provide a quick, "user-friendly" summary of the property's observed condition and estimated costs assigned by category.

Cost Estimating

Each single building report will include an estimated cost for each System/Sub-System repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.

In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.

Company Service Providers use the ASTM Uniformat II system for categorization and a proprietary blend of national prevailing industry-standard cost models for cost estimating. Company also maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published models.

Assumptions

- Average building square footage is greater than 10,000 sq. feet. If average square footage of all buildings to be included to receive the service is less than 10,000 sq. feet, custom pricing is needed.
- All buildings are located within one primary geographic zone/region (Example – School District, Higher Education, Main Campus, and Town). If multiple or scattered locations across the state are to receive the service a custom quote must be obtained. (Example – Multiple Higher Education Satellite Campuses locations, State Department Agencies)
- Residence Halls – A sampling would be based upon visits to approx. 20% of the rooms. When calculating the projected replacement cost of the in-residence items, these items will be treated as a system. A cost based upon the sampling will be generated for the system. Individual in-room collection of assets would not be provided, if desired a custom quote would be needed.
- Reconciliation of existing equipment in Company work & asset management solutions and updating of historical records will not be performed. If reconciliation is required this is subject to additional costs depending upon the amount of changes requested.
- Capture of Data plate information is subject to readily accessible, legible information plate.
- Company team members make final determination of whether areas housing assets are safely accessible for data collection.
- Company team members will not move assets or interfere with asset functionality to collect nameplate information.
- All Data on SOW is captured at the asset level – subcomponents of assets listed on the SOW will not be captured.
- Equipment not in service or identified as "Run-to-Fail" are excluded from data gathering service unless inventory is required for compliance purposes.

Client Responsibility

1. Client will provide the needed input, resources, and documentation to support the tasks of the service and associated timelines for delivery of the service.
2. Any data to be migrated from client drawings or spreadsheets has to be provided to the Company Service Provider within 15 business days of completion of onsite activity.
3. Client will review and provide any feedback related to data sent to them for review by Company Service Provider or Company within 15 business days or unless otherwise determined.
4. If Data is not reviewed within the 15 business day time period Company will assume that the Data provided by the Company Service Provider is approved and will load into the client's software.
5. Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, management teams or other necessary resources required for the success of this project.
6. Client will provide adequate access to working facilities (i.e., access badge, parking pass), if specific authorization or clearance is required client will notify Company and/or Company Service Provider in advance of onsite.
7. Client will ensure that the Company Service Provider is granted accessibility to the facilities and/or systems required to conduct the necessary work defined in this SOW. If Company Service Provider is not granted access to all areas, this could result in missed information gathering and/or delays in implementation timelines. For Flat Roofs, this means providing the Company Service Providers with access to a ladder so that they are able to conduct a visual assessment.
8. Client will ensure that the Company Service Provider is granted accessibility to Company Software, for Clients with Connect Authenticate/Single Sign On this may require your Technology Team to setup the Company Service Provider in your organizations Identity Provider service.
9. Client will provide a knowledgeable escort for work defined in this SOW and access to personnel as necessary.
10. Reconciliation of existing equipment in Company work & asset management solutions and cleanup of historical records and/or data within the software is subject to additional costs depending upon the amount of changes requested.
11. Company is not responsible for reconciliation of portable or moveable assets after onsite collection is performed.
12. Addition of Equipment Barcode Tagging services must be purchased prior to onsite activity by the Company Service Provider and is not included in the Standard FCA SOW.

Milestone Billing - Invoice Schedule

Invoicing for the Facility Condition Assessment service will be provided as delivery milestones are completed for projects equal or greater than 154,000 square feet. Below is the schedule for the billing milestones and the related percentage.

Facility Condition Assessment Milestones	Description	Percentage
Mobilization	Project acquisition template set up, Vendor kickoff call with client, Travel arrangement costs; other miscellaneous pre-visit preparation	15%
On-Site Field Data Capture	Project launch meeting with client first day of onsite, acquisition of data to Scope of Work at all locations included in project, and closing meeting at end of onsite activity to confirm completion and review next step actions.	35%
Data Management	Data activity, including quality assurance and control that occurs after field work is completed to produce the data file.	35%
Report	Creation and delivery of final narrative reports (FCA), and data files (FCA/ Data Gathering) to client.	15%

*If project is greater than 1.5M Square feet additional milestones will be leveraged.

Equipment Inventory Barcoding Service

Purpose

The Equipment Inventory Barcoding Service works with your Brightly Work & Asset Management solution in conjunction with an "Equipment Inventory" (Data Gathering) or a Facility Condition Assessment (FCA) service offering.

Value

Barcoding identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your Brightly Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/ collection process.

Deliverables by Brightly to the Client include the following:

- Commercially produced weather resistant barcodes will be applied to the major pieces of equipment covered in the scope of work provided in the Data Gathering or Facility Condition Assessment services.
- Barcode numbers will be available for use at the time equipment inventory data is imported into your Brightly Work & Asset Management solution.

The Brightly Service Provider will make an effort to apply barcodes in a convenient location so the facility's maintenance staff can easily identify them. Based upon our professional expertise, we recommend the following –

- Application of the barcode shall be placed **next to the Data Plate of an Asset**. Placing barcodes in this

location ensures that the barcode can be easily identified and associated to the asset in a CMMS software.
- If data plate is not present, or is inaccessible, the barcode will be placed in an accessible area that is easily seen by maintenance technicians, does not detract from the appearance of the equipment, isn't in danger of being tampered with, or will be otherwise destroyed through normal use and cleaning of the asset.

Assumptions

- Purchase of service is made prior to onsite activity. If onsite activity has been completed, custom pricing would be required as a revisit would be needed for the placement of the barcodes.
- For Asset Essentials Clients, determination of 1D (Standard) vs 2D (QR Codes) is required prior to onsite activity. URL creation along with QR code purchase and encoding is needed prior to onsite activity. If determination is not provided prior to onsite activity, 1D (Standard) barcodes will be used.

Invoice Schedule

Invoicing for the Barcoding Service will be provided upon completion of onsite activity at 100%.

Preventive Maintenance Schedule Creation

Purpose

Preventive Maintenance (PM) Schedule creation is a service offering provided in conjunction with an "Equipment Inventory" (Data Gathering) service or Facility Condition Assessment (FCA). PM Schedules will be generated off the equipment inventory collected by the Company Service Provider during either the Data Gathering or FCA service. The intent of this service is to identify needed procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition.

Value

By leveraging Company's PM Schedule Creation service, Company clients are able to leverage and incorporate regular preventive maintenance best practices of their equipment. By performing regular or routine maintenance best practices, you ensure that your equipment is operating under safe and optimal conditions thus preventing the potential for downtime and shorter life expectancy.

Deliverables

All Preventive Maintenance Schedule Creation services include the following deliverables:

- Creation of PM Schedules for populating your Brightly Work & Asset Management solution
- Data population within Company Software. No report will be provided.

Methodology and Approach

Company Service Providers leverage multiple libraries of PM standards to create PM schedules. These standards are based upon prevailing national codes and standards such as ASTM, ASHRAE, NFPA and BOMA. Procedures related to performing the tasks within the schedule will include:

- Safety Points
- Tools Required
- Estimated Time to Complete Maintenance
- Step-by-step procedure to complete maintenance work order

Prior to the import or population within the Company Software, the Company Service Provider will:

- Review of PM Task Check-off Lists with Client
- Setup baseline PM schedules for the equipment inventory collected
- Work with the Client to determine PM Schedule assignment. Assignment includes setting up the appropriate Technician or contractor who will be performing the related PM tasks into the master import template to ensure that the routing of work flows accordingly in the Work & Asset Management Solution. Assignment will be made at the location or craft level. Anything above and beyond this level of assignment will be managed and maintained by the client within the software or require a custom scope of work for the Company Service Provider to deliver. For assignment to occur, the client must have the Technician or contractor created in the software prior to onsite activity.
- Work with the Client to determine the start date, frequency and load balancing based upon client staffing. If start dates cannot be determined or agreed upon within a timely manner, the PM Schedules will be loaded into the Client's Work & Asset Management solution as "Inactive".

Assumptions

- Client will provide feedback/review of PM Schedules within 15 business days of delivery from the Company Service Provider. If feedback/review of PM Schedules exceeds 30 business days, Company will provide a Deliveriable Acceptance Form to the client to complete review within 30 days. If feedback is not provided during this time period, Company will assume delivery of the service and import the PM schedules as "inactive" in the system. Company will provide training on how updates can be made within the software or perform mass updates if needed for a fee.
- Once PM Schedules are imported into the Company Work and Asset Management applications, any updates and/or alterations of those schedules need to be communicated to Company within 30 days. Company will only make updates related to the below items:

- Discontinuation of PM Schedules created with the service
- Alteration of frequency on existing schedules created with the service
- Alteration of start dates for the schedules created with the service

Otherwise, any revisions beyond this 30 day period will be the responsibility of the client to perform within the software or Company to perform at an additional fee.

- Reconciliation of existing PM Schedules in the client's account is subject to additional costs depending upon the number of active PM's and is not a part of the standard SOW.

Invoice Schedule

Invoicing for the PM Schedule Creation Service will be provided upon receipt of PM Schedule drafts at 100%

Order terms

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 90
- Billing frequency for Cloud Services will be Annual.

- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) is expressly incorporated into the Agreement by reference.

- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.

- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.

- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Special Terms

- Section 5.1 of the MSA is revised to reflect:

5.1 Subscription Term. This Order and its Offerings will commence on the Effective Date set forth on the Order and continues until the Offerings hereunder have expired or have been terminated (the "Subscription Term"). Thereafter, the Subscription Term may renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, by written notice of Subscriber's intent to renew the subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term applicable to the Subscription Term."

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-389990 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.

Signature

Presented to:

Q-389990
March 11, 2024, 1:00:33 PM

Accepted by:

Printed Name

Signed Name

Title

Date

City Council Meeting **G. 27.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Receive and file update regarding the Zanja Trail improvements between Church Street and 7th Street (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move to receive and file the update regarding Zanja Trail improvements between Church Street and 7th Street.

RECOMMENDATION:

Staff is recommending that the City Council receive and file the update regarding the Zanja Trail improvements between Church Street and 7th Street.

DISCUSSION:

The City approved the conceptual plan for the Zanja Trail and Greenway project in December 2015. The trail is multi-use, predominantly located adjacent to Mill Creek Zanja, between Wabash Avenue and 7th Street. The trail is intended to be part of a regional trail network which also includes the Orange Blossom Trail and the Santa Ana River Trail. On February 2017, the City Council approved the development of a segment of the trail from Wabash Avenue to Lincoln Avenue which was funded by a private donation through the Redlands Conservancy. The trail segment from Wabash Avenue to Lincoln Street, along with the adjoining park, was completed in March 2019.

City staff have been working with the Redlands Conservancy since 2017 to plan and construct the next trail segment located between 7th Street and Church Street. This segment is approximately 0.4 miles in length and is characterized as

a pedestrian trail with a varying width between 6 and 12 feet. Landscaping will include native trees and shrubs with interpretive way-finding and mile-marking signs. In addition, an existing city parking lot containing 40 parking spaces will be improved with new pavement, landscaping, and a trail segment located along its southerly boundary.

On November 21, 2023, the City Council approved a License Agreement with Larry Jacinto Construction, Inc. (Jacinto) authorizing the construction of the Zanja Trail between Church Street and 7th Street and a parking lot serving the Zanja Trail between 7th Street and 9th Street. On February 20, 2024, the City Council approved a Grant Agreement with Jacinto to grant Jacinto $200,000 toward construction of the street improvements portion of a significantly more expensive project. The Grant Agreement was financially advantageous and a public benefit to the City by having Jacinto construct one, completely integrated project. Breaking the project up into smaller project would not have produced an advantage for the City. Once complete, the project will serve as a staging area and an interface for the Orange Blossom and Zanja Trails within the downtown area, add 17 additional parking spaces for downtown patrons and businesses and beautify and enhance a once-industrial area of downtown.

The project is now near completion, with all the hard-scape work, asphalt and concrete, completed. The final portions of the project include landscaping, signage, soft-scape, and finish details will be completed within the next 60 days. Once complete, this segment of the Zanja Trail and axillary parking area will support the City's general plan and trails plan, increasing the accessibility to and from the downtown area through the utilization of regional trails.

ALTERNATIVES:

Receive and File Only

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
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

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

Fiscal Impact

Fiscal Year: 2024
Appropriation Required Y/N: N
Discussion:
There is no fiscal impact resulting from this update.

Attachments

Original Agreement
Exhibit A to Original Agreement

AGREEMENT BETWEEN THE CITY OF REDLANDS AND LARRY JACINTO CONSTRUCTION, INC. FOR THE GRANT OF FUNDS FOR IMPROVEMENTS TO THE PROPOSED ZANJA TRAIL PARKING LOT

This agreement ("Agreement") for the grant of City funds for improvements to the proposed parking lot serving the Zanja Trail is made and entered into this 20th day of February, 2024 ("Effective Date"), by and between the City of Redlands, a California municipal corporation and general law city ("City"), and Larry Jacinto Construction, Inc. a California corporation ("Grantee"). City and Grantee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, the City Council is in receipt of a grant proposal submitted by Larry Jacinto Construction, Inc. which requests funding for the completion of certain improvements associated with the construction of the proposed Zanja Trail; and

WHEREAS, City has found and determined that the provision of funds to Grantee for the improvements to the parking lot serves a public purpose for the reason that the funds will facilitate the increase in downtown parking to the Redlands community and contribute to the City's goals of enhancing tourism and economic development;"

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

Section 1. Grant. City hereby grants to Grantee the sum of Two Hundred Thousand dollars ($200,000.00) (the "Grant Funds") pursuant to the request of Grantee set forth in its grant proposal, which is attached hereto as Exhibit "A" and incorporated herein by this reference. City shall disburse the Grant Funds to Grantee on or before February 29, 2024.

Section 2. Restrictions on Use of Funds. Grantee warrants and represents that the Grant Funds shall not be used for any activity that would violate City, State, or federal statutory or decisional law, and shall be expended solely for improvements Grantee proposes to make to the Zanja Trail parking lot as more particularly described in Exhibit "A" (the "Improvement Work"). In the event the Grant Funds are not used for the Improvement Work, Grantee shall provide written notification to City and shall return the Grant Funds in full to City within ten (10) days of such notice. If the Grant Funds are not fully expended by or before May 3, 2024, Grantee shall return the unexpended Grant Funds to City within thirty (30) days of such date.

Section 3. Compliance with California Labor Code. In performing the Improvement Work, Grantee shall comply with all applicable federal, state, and local laws, including, but not limited to, any applicable provisions of the California Labor Code. City makes no representation to Grantee as to whether the Improvement Work constitutes a "Public Work" as that term is defined by California Labor Code section 1720, and Grantee acknowledges and agrees that Grantee shall be solely responsible and liable for the determination of whether such Improvement Work constitutes a "Public Work." Grantee further acknowledges and agrees that City's sole obligation under this

Agreement is to provide Grantee with the Grant Funds, and that City is not an awarding authority for any contract entered into by Grantee for the Improvement Work, nor is City otherwise undertaking any "Public Work" for purposes of California Labor Code section 1781. Grantee shall defend, indemnify, and hold harmless City and its elected and appointed officials, officers, and employees from and against any and all losses, damages, costs, claims, causes of action and liability based upon the assertion that City or Grantee has failed to comply with any applicable provision of the California Labor Code in connection with Grantee's undertaking of the Improvement Work.

Section 4. Reporting and Accounting Requirements.

A. Grantee shall maintain true, proper, and complete books, records, and accounts (collectively, "Books and Records") in which shall be entered fully and accurately all transactions taken with respect to the Improvement Work and the expenditure of the Grant Funds. Grantee shall maintain the Books and Records in accordance with Generally Accepted Accounting Principles.

B. City reserves the right to designate its employee representatives, or its contracted representatives with a Certified Public Accounting firm, who shall have the right to audit Grantee's Books and Records as they relate to the Grant Proposal, and to examine any cost, revenue, payment, claim or other records or supporting documentation relating to Grantee's use and expenditure of the Grant Funds. Any such audit shall be undertaken by City or its representatives at mutually agreed upon reasonable times, and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit.

C. City's right to audit shall extend for a period of three (3) years following the date of City's provision of the Grant Funds to Grantee. Grantee agrees to retain all records and documentation relating to the Grant Proposal and Grantee's expenditure of the Grant Funds for such period.

Section 5. Indemnification. To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless City, and its elected and appointed officials, officers, employees and agents, (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgements, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a "Claim;" collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to this Agreement and Grantee's undertaking of the Improvement Work (including the negligent and/or willful acts, error and/or omission of Grantee, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable for any or all of them). Notwithstanding the foregoing, nothing herein shall be construed to require Grantee to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Grantee.

Section 6. Grantee Independence. In the performance of this Agreement, Grantee, and the employees and agents of Grantee, shall act in an independent capacity and are not officers, employees, or agents of City. The manner and means of performing the Improvement Work are under the control of Grantee, except to the extent they are limited by statute, rule, or regulation and the express terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Grantee, or any of Grantee's employees or agents, to be the employees or agents of City. Grantee shall have the responsibility for, and control over, the means of performing the Improvement Work. Anything in this Agreement that may appear to give City the right to direct Grantee as to the details of the performance or to exercise a measure of control over Grantee shall mean only that Grantee shall follow the desires of City with respect to the results of the Improvement Work.

Section 7. Prohibition against Transfers. Grantee shall not assign or transfer this Agreement, directly or indirectly, by operation of law or otherwise, without the prior written consent of City. Any attempt to do so without such written consent of City shall be null and void.

Section 8. Notices. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent 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 OF REDLANDS	LARRY JACINTO CONSTRUCTION, INC.
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Larry Jacinto, President Larry Jacinto Construction, Inc. 9555 Wabash Avenue Redlands, CA 92374 (909) 794-2151

Section 9. General Considerations.

A. Waiver. A waiver by either Party of any breach, or of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

B. Entire Agreement. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties with respect to its subject matter, and all preliminary negotiations and agreements of whatsoever kind or nature relating to the same are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

C. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of the Agreement or any other rule of improvements which might otherwise apply.

D. Amendment. This Agreement may be modified or amended only by a written document executed by both Grantee and City.

E. Severability. If any term or provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

F. Controlling Law and Venue. The 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.

G. Equal Opportunity Employment. Grantee represents that it is an equal opportunity employer, and it shall not discriminate against any contractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age.

H. Attorney's Fees. In the event any action is commenced to enforce or interpret any term or provision of this Agreement, the prevailing Party in such action, in addition to costs and any other relief, shall be entitled to the recovery of its reasonable attorneys' fees, including fees for a Party's use of in-house counsel.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of its Effective Date.

CITY OF REDLANDS	LARRY JACINTO CONSTRUCTION, INC.
_____	_____
Eddie Tejeda, Mayor	Larry Jacinto, President

ATTEST

_____

Jeanne Donaldson, City Clerk

EXHIBIT “A”

GRANT PROPOSAL

[Attached]

LICENSE NO. 458118
P.O. BOX 615, MENTONE, CA 92359

PHONE (909) 794-2151
FAX (909) 794-9382

GENERAL ENGINEERING CONTRACTOR DIR # 1000009334 Ljacinto.com

PROPOSAL

Brendon Carroll
Redlands Conservancy
26930 Barton Road
Redlands, CA 92373

Phone No.: 909-369-5584

Project: Zanja Trail Phase 2, 7th & 9th Streets Only
Prevailing Wage
Demolition, Grading, Concrete, & Paving
Redlands, CA

January 23, 2024
PROPOSAL NO.: 12-0602R4P

Larry Jacinto Construction, Inc. proposes to provide the necessary materials, labor, and equipment to complete the work outlined below:

Demolition, Grading, Concrete and Paving per the attached bid schedule and conditions, Exhibit "A".

WORK SCOPE:
7TH Street East and West side improvements and street crossing.
9th Street West side improvements and street crossing. Excludes 9th Street East side improvements.
Excludes all parking lot improvements, trail work and Church Street Improvements.

Excludes installing new fencing.

All work to be completed in a substantial and workmanlike manner according to standard practices for the sum of :
Two Hundred One Thousand Six Hundred Sixty Eight & 29/100 Dollars $ 201,668.29

TERMS: Payments to be made bi-weekly as the work progresses to the value of 90% of all work completed. The entire amount of contract to be paid within 30 days after completion.
Any alteration or deviation from the above specifications involving extra costs will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

"NOTICE TO OWNER"
(Section 7019-Contractors License Law)

Under the Mechanics' Lien Law, any contractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property.

Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board.
Any Question concerning a contractor may be referred to the registrar of the board whose address is:
Contractor's State License Board, 1020 N Street, Sacramento, California 95814

ACCEPTANCE:
By signing below, this proposal becomes a legally binding contract subject to the terms and conditions contained herein.

Submitted:
By: _____
Title: _____
Date: _____

Accepted:
By: _____
Title: _____
Date: _____

Exhibit A

Redlands Conservancy
Zanja Trail Phase 2, 7th & 9th Streets Only
Redlands, CA

January 23, 2024
Proposal No.: 12-0602R4P

Bid Description	Quantity	Units	Unit Price	Bid Total
MOBILIZATION	1	LS	$ 17,900.00	$ 17,900.00
7TH & 9TH ST IMPROVEMENTS				
REMOVE CONCRETE FLATWORK	188	SF	$ 11.75	$ 2,209.00
SAWCUT & REMOVE AC PAVEMENT	3,860	SF	4.10	15,826.00
REMOVE EXISTING CURB & GUTTER	65	LF	31.00	2,015.00
REMOVE & SALVAGE EXISTING ROCK CURB & GUTTER	69	LF	46.35	3,198.15
RELOCATE K-RAIL	200	LF	11.20	2,240.00
REMOVE EXISTING CHAIN LINK FENCING	190	LF	8.50	1,615.00
REMOVE EXISTING AC BERM	210	LF	8.46	1,776.60
4" CONCRETE SIDEWALK, 112-0	2,114	SF	20.85	44,076.90
CURBS AT RAMPS	78	LF	83.55	6,516.90
INSTALL TRUNCATED DOMES	90	SF	76.50	6,885.00
1'W, 8" AC ON NATIVE PAVEMENT PATCH	456	SF	48.65	22,184.40
2.5'W X .2'TH AC GRIND AND OVERLAY	248	SF	15.75	3,906.00
FULL LANE AC GRIND & OVERLAY, .2'TH	4,845	SF	5.85	28,343.25
VARIABLE H CURB AT DRIVEWAY RETURNS	31	LF	59.44	1,842.64
8" PCC DRIVEWAY	389	SF	26.05	10,133.45
SIGN & STRIPE	1	LS	9,650.00	9,650.00
TRAFFIC CONTROL	1	LS	21,350.00	21,350.00
			TOTAL 7TH & 9TH STREET IMPROVEMENTS	**$ 201,668.29**

CONDITIONS:

This proposal is based on the following bid documents:

Construction Plans for Zanja Trail and Greenway Park, Phase 2, by CASC Engineering, Sheets C1.0-C1.6 unapproved.,
No soils report received.

Exhibit A (cont.)

Redlands Conservancy
Zanja Trail Phase 2, 7th & 9th Streets Only
Redlands, CA

January 23, 2024
Proposal No.: 12-0602R4P

CONDITIONS continued:

This proposal includes the following number of move ins for each work category. Additional moves shall be extra as indicated:

	Moves included	Cost of additional moves
Demo	1	$ 2,800.00
Curbs and Gutters, Crosswalks	1	3,800.00
Sidewalks & Approaches	1	3,800.00
AC Paving, to be paved with parking lot	1	4,200.00

Bid excludes the cost of: permits, engineering and survey, inspections, testing, construction water.

Price excludes removal or disposal of any unforeseeable subsurface debris, structures, or otherwise unsuitable materials. Excludes handling of any contaminated or hazardous materials.

Bid excludes relocation, removal, or capping of any existing utilities or irrigation.

The following Storm Water Pollution Prevention measures are excluded from this proposal and are to be provided by the Owner/General: The SWPP plan and permit, Notice of Intent, SWPP permit termination, SMARTS updating and uploading, QSP site monitoring and reporting, and storm water testing.

All perimeter erosion and sedimentation BMP's and all items on the Erosion Control Plan are to be installed and maintained by Owner.

Owner to provide and pay for a construction water source with a constant minimum supply of 350 gpm.

Price excludes excavation or handling of rock. Rock is defined as material not productively rippable by a Cat D8N dozer or loadable by a paddlewheel scraper.

This proposal excludes de-watering, water control, and non-conventional excavation of over-saturated materials .

Bid excludes all remedial grading. A soils report was not provided.

Bid excludes: Prime coat, seal coat, soil sterilization.

Concrete work prices are based on using the following concrete mix design: 3250 PSI.

All concrete, except stamped street crossings, to be natural gray color with broom finish.

Bid excludes adjustment of utilities after paving, (manholes, water cans, vaults, etc.)

This is a unit price bid. Payment to be made on field measured quantities at the above unit prices.

Prevailing wages and certified payroll included. Bonds are excluded.

Traffic Control plan is Excluded. Street closures will be required to complete the work at the stated prices.

If accepted, unit prices to be held firm through March 31, 2024.

This proposal expires 30 days from the above date.

City Council Meeting **G. 28.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program to provide temporary staffing services to support the Recreation and Senior Services Divisions in an amount not-to-exceed $75,000, and determine that approval of the Memorandum of Understanding is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that approval of the Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program.

RECOMMENDATION:

Staff recommends the City Council approve the Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program for the provision of temporary staffing services to support the City's Recreation and Senior Services Divisions in an amount not-to-exceed $75,000, and determine approval of the Memorandum of Understanding exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Facilities and Community Services Recreation and Senior Services Division offers programs that provide enrichment opportunities for Redlands residents by focusing on community support and partnerships, nutrition and healthy eating, active living and promoting healthy attitudes towards fitness. The Recreation and Senior Services Division also facilitates the operation of the Redlands Community Center, Joslyn Senior Center and the rental of a number of indoor and outdoor recreation sites. The Colton-Redlands-Yucaipa Regional Occupation Program (CRY-ROP) accelerates the skill development and education of high school students and adults in the region to prepare them to be career ready, technically skilled and academically prepared. CRY-ROP offers a broad range of occupational and educational programs, coupled with employment services.

The City and CRY-ROP would like to enter into an MOU for the provision of temporary staffing services for increased program demands within the City's Recreation and Senior Services Divisions. Under this MOU, the City will pay CRY-ROP for the program participants provided. The MOU amount for Fiscal Year 2024-25 and Fiscal Year 2025-206 is not-to-exceed $75,000 and is based on historical staffing needs of the division. These paid participants will be instrumental in the increased programs offered by the Recreation and Senior Services Division. Furthermore, approval of the MOU is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

ALTERNATIVES:

The City Council may elect to not approve the MOU; however, this will hinder the Recreation and Senior Service Division's ability to provide service to the Community and Senior Center patrons.

STRATEGIC PLAN:

Objective E8 - 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, City Attorney

Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Dave Jaffe, Recreation Supervisor

Fiscal Impact

Fiscal Year:	FY 2024-26
Appropriation Required Y/N:	N
Amount:	$75,000.00
Budgeted Y/N:	Y
Account No.:	101309-6106

Discussion:

Funding for temporary staffing services is included in the current budget and upcoming Fiscal Year 2024-26 budget as approved by City Council.

Attachments

MOU

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDLANDS AND THE COLTON-REDLANDS-YUCAIPA REGIONAL OCCUPATIONAL PROGRAM

This Memorandum of Understanding ("MOU") is made and entered into, by and between, the City of Redlands ("City") and the Colton-Redlands-Yucaipa ROP ("ROP"). The City and the ROP are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

AGREEMENT

Section 1. Purpose. The purpose of the MOU is to identify the terms and conditions whereby the ROP will engage the City to define their respective roles and responsibilities with regard to the ROP's youth employment support of the City's Community Center/Senior Center programs (the "Services").

Section 2. Term of MOU. The term of this MOU shall commence on June 18, 2024, and end on June 30, 2026, unless earlier terminated as provided for herein. The Parties may terminate this MOU at any time by mutual written consent, or upon thirty (30) days prior written notice by one Party to the other Party, and such termination shall be effective upon the date stated in such written consent or notice,

Section 3. Compensation. The total compensation to be paid by the City for the ROP's performance of the Services shall not exceed the amount of seventy-five thousand dollars ($75,000). The ROP shall submit quarterly invoices to the City describing the Services performed during the preceding quarter. The ROP invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of hours spent and by whom. The City shall pay the ROP no later than thirty (30) days after receipt and approval by the City of the ROP's monthly invoices.

Section 4. Responsibilities of Parties. At the discretion of the ROP, the City will identify and refer youth for work experience placements under this MOU to support the City's Community Center/Senior Center programming. The ROP will provide work experience hours, authorized and scheduled in collaboration with the City for each work experience placement. The ROP and the City will comply with the Division of Labor Standards of the Department of industrial Relations' youth employment guidelines.

A. ROP Responsibilities

Provide training and technical assistance to the City regarding monitoring participant progress;

Adhere to programmatic timelines;

Provide initial support and training to principal staff members of the City to ensure successful implementation of the Services;

Process all purchase orders, transfers or other methods of reimbursements related to expenditures as agreed.

Provide Workers' Compensation insurance for employment program participants.

B. City Responsibilities

Provide coordination to successfully place identified program participants in employment to support the City's Community Center/Senior Center programs;

Provide technical support as necessary for the ROP to realize full use of contracted resources;

Provide initial support and training to principal staff members of the ROP to ensure successful implementation of the Services;

Process all purchase orders, transfers or other methods of reimbursement related to expenditures as agreed;

Section 5. Insurance. The City is self-insured for commercial general liability and Workers' Compensation. The following insurance coverage required by this Agreement shall be maintained by the ROP for the duration of its performance of the Services. The ROP shall not perform any Services unless and until the required insurance listed below is obtained by the ROP. The ROP shall provide the 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. Commercial general liability insurance with carriers rated at least A minus by AM Best. 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 is required. City shall be named as an additional insured and the insurance policy shall include a provision requiring thirty (30) days prior written notice to the City of any proposed lowering of coverage limits or cancellation of the policy. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by the City. A certificate of insurance and the corresponding blanket additional insured endorsements shall be delivered to the City prior to commencement of any of the Services.

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

C. The ROP 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 and three million dollars ($3,000,000) in the aggregate.

D. The ROP agrees that the City shall not assume, nor shall assume by this MOU or

otherwise, any liability under any applicable Workers' Compensation law for, by, or on behalf of any student while said students are on the premises of the City performing any Services under the terms of this MOU, and the ROP agrees to indemnify, defend, and hold the City harmless with respect thereto as provided herein. The ROP agrees to maintain insurance policies or a self-insurance program in amounts sufficient to satisfy its indemnification obligations.

Section 6. Defense and Indemnity. The ROP shall indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, employees, agents, and volunteers against all claims, demands, suits, judgments, expenses, costs and/or liability of any and every kind arising out of this MOU and resulting from the negligent acts, errors or omissions, or willful misconduct of the ROP, on account of the injury or death or persons, or loss or damage to equipment or property of the City. The City shall indemnify, defend and hold harmless the ROP, its officers, agents, and volunteers against all claims, demands, suits, judgments, expenses, costs and/or liability of any and every kind arising out of this MOU and which result from the negligent acts, errors, or omissions of the City, on account of the injury or death or persons, or loss or damage to equipment or property of the ROP. In the event the ROP and the City are found to be comparatively at fault for any claim, action, loss or damage with results from their respective obligations under this MOU, the ROP and/or the City shall indemnify the other to the extent of its comparative fault.

Section 7. Notice. 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 certified, registered or express 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 Clerk	Colton-Redlands-Yucaipa ROP
City of Redlands	Jason Angle, Superintendent
P.O. Box 3005	1214 Indiana Court
Redlands, CA 92373	Redlands, CA 92374
jdonaldson@cityofredlands.org	jason_angle@cry-rop.org
Fax: (909) 798-7535	Fax: (909) 793-6901
Phone: (909) 798-7531	Phone: (909) 793-3115

Section 8. Entire Agreement. This MOU represents the entire agreement of the Parties with respect to the matters contained herein, and supersedes any and all other agreements, either verbal or in writing, between the Parties with respect to such matters. Each Party to this MOU acknowledges and agrees that no representations, inducements, promises or agreements, verbal or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, stipulation or promise not contained in this MOU shall be valid or binding on either Party.

Section 9. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of law's provisions which would serve to defeat application of California substantive law).

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

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

ATTEST

_____
Jeanne Donaldson, City Clerk

COLTON-REDLANDS-YUCAIPA ROP

_____
Jason Angle, Superintendent

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.

Colton-Redlands

By:

_____

Jason Angle, Superintendent

City Council Meeting **H. 1.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action regarding the City Council priority item: Affordable Housing (Development Services Director Desatnik)

MOTION(S):

This is an informational item. No motion is required.

RECOMMENDATION:

Hear the staff presentation and provide any comments as appropriate.

DISCUSSION:

On January 31, 2024, in a special meeting of the City Council, eight project/program priorities were identified. This report focuses on the "Affordable Housing" priority. Providing affordable housing has become more challenging in recent years as housing prices continue to rise disproportionately to incomes. In preparation for the study session, this report provides some background information on affordable housing in Redlands, reviews basic concepts of affordable housing, and ways that the City can promote affordable housing development.
This report is divided into the following subsections:

- Definition of affordable housing
- Housing Element – Regional Housing Needs targets
- Existing affordable housing in Redlands
- Financial and regulatory Incentives for the production of affordable housing
- Projects in the pipeline

<u>Definition of Affordable Housing</u>

Affordable housing, at its most basic level, is housing that is affordable to households of a certain income level. Affordable housing programs use three

basic definitions of income groups to which different types of housing programs are targeted: very low, low, and moderate. The income ranges for the income categories are based on percentages of the county median income, which for Redlands are the San Bernardino County median income figures (see table below).

Income Limits for San Bernardino County: 2023

	Number of Persons in Household					
Income Category	**1**	**2**	**3**	**4**	**5**	**6**
Very low	**$ 32,650**	**$ 37,300**	**$ 41,950**	**$ 46,600**	**$ 50,350**	**$ 54,100**
Low	**$ 52,200**	**$ 59,650**	**$ 67,100**	**$ 74,550**	**$ 80,550**	**$ 86,500**
Median	*$ 66,150*	*$ 75,600*	*$ 85,050*	*$ 94,500*	*$102,050*	*$109,600*
Moderate	**$ 79,400**	**$ 90,700**	**$102,050**	**$113,400**	**$122,450**	**$131,550**

Affordable Rents

In general, housing is assumed to be affordable if the cost of housing is less than 30 percent of the household income for Very-low and Low income households, and 35 percent for Moderate income households.

	Affordable Rents by Unit Size			
	Studio	**1-bdrm**	**2-bdrm**	**3-bdrm**
Very low	$ 673	$ 760	$ 802	$ 843
Low	$1,169	$1,327	$1,440	$1,552
Moderate	$1,665	$1,894	$2,078	$2,261

Affordable Sales Prices

Affordable sales prices for ownership housing are calculated by aggregating all of the costs associated with owning a home. In order to do so, certain assumptions must be made, which typically include a 5% downpayment; 95% mortgage at current interest rates; a utility allowance based on an average home; property taxes based on the affordable sales price; and an allowance for property maintenance and insurance. Using such assumptions, the resulting affordable prices for Moderate income level is shown in the table below.

Affordable Prices for Moderate Income Households		
3-bdrm	**4-bdrm**	**5-bdrm**
$231,700	$250,300	$257,000

The Very-low and Low income categories are not shown as providing affordable ownership opportunities to these income levels is generally not feasible given market prices. Even at the Moderate income level, the amount of subsidy required to provide a home at the affordable price would be in the range of $350,000 to $400,000, as the average home price in Redlands in 2023 was just over $619,000.

Housing Element and Regional Housing Needs Allocation

The State of California requires that every city plan for and develop programs for providing its share of regional housing needs through the Housing Element of the City's General Plan. The Southern California Association of Governments (SCAG) is mandated by the state to allocate a portion of the regional housing needs to each local jurisdiction in Southern California – this is referred to as the Regional Housing Needs Assessment (RHNA). The current RHNA numbers for Redlands are shown below.

	Units By Income Category				
	Very Low	Low	Moderate	Above-Moderate	Total
RHNA	51	37	54	141	283

Redlands Regional Housing Needs Assessment Numbers

Part of the required planning is to identify possible sites in the community that could be available for the development of affordable housing. The City is required to make available, through proper zoning, sufficient potential housing sites that, if developed, could accommodate the City's RHNA numbers. This means that the City must have sites zoned for multi-family housing at sufficient residential densities such that if the sites were developed they would accommodate the City's share of very low-, low-, and moderate-income units. The state does not require that the City build affordable housing. The City is currently preparing the Environmental Impact Report associated with the required rezoning.

Existing Affordable Housing in Redlands

There are five affordable apartment complexes in Redlands, three of which are designated for seniors, one that is for families, and one that is permanent supportive housing for individuals experiencing homelessness. These are listed below:

- Valencia Grove – on Orange Street just north of Lugonia; constructed in 2014; 84 affordable apartments
- Citrus Arms – 151 Judson Street; constructed in 1977; 60 affordable apartments for seniors
- Fern Lodge – at corner of Fern and Redlands Boulevard; constructed in 2000; 61 affordable apartments for seniors
- Casa De La Vista – 686 E. Redlands Boulevard; constructed in 1990; 74 affordable apartments for seniors
- Step Up– 1675 Industrial Park Avenue; opened in 2022; 100 affordable permanent supportive housing units in converted motel building

Section 8 Housing

The Section 8 housing program is a nationwide federal rental subsidy program. It is the only large-scale direct rental subsidy program in the country. It is administered at local levels by qualified housing authorities or, in the case of project-based housing, by private owners of apartment complexes. For Redlands, it is administered by the County of San Bernardino. Under the Section 8 Housing program, there are project-based Section 8 housing and Section 8 tenant vouchers. Generally, the tenant is required to pay 30 percent of his or her household income for rent with the balance paid by federal government.

In Redlands, the three affordable senior complexes are project-based Section 8 apartment complexes. In addition, there are 125 households with Section 8 vouchers that live in apartments scattered throughout the City.

Also, in Redlands, there are approximately 320 households that hold Section 8 vouchers and reside at various apartment complexes and other rental properties throughout the City. These households have received the vouchers from the county housing authority. Currently, there is quite a long waiting list for new households trying to get a Section 8 voucher from the county, estimated to be between five and seven years.

Financial and Regulatory Incentives for the Production of Affordable Housing

The City's Housing Element that was adopted by the City Council in October 2022 contained a number of programs and actions that the City would undertake to encourage development of affordable housing in the City. Also listed are incentives that exist due to recent State legislation.

- Density Bonuses – developers can received density increases in exchange for providing affordable housing units in their developments. The amount of the density bonus varies depending on the percentage of affordable units that are provided.
- Pre-approved Designs of Accessory Dwelling Units (ADU's) – ADU's are permitted on every single-family residential lot as a result of State legislation several years ago. They can provide an affordable option depending on the size and goals of the homeowner. Staff will be bringing a contract proposal to the City Council in the next few months to hire a firm to work with staff in producing a number of designs that would serve as pre-approved plans for homeowners. This would reduce the cost and planning time for construction of ADU's.
- Minimum Densities in Multi-family Zones – this would be a code amendment to require a minimum density in multi-family zones to ensure that the City gets close to the number of units planned for in these zones.
- Affordable Housing on Excess Land– a new state law, SB4, allows housing on land owned by religious institutions and private colleges as long as the housing meets certain affordability requirements.
- Minimum Parking Requirements– per a state law a few years ago, the City can no longer require minimum amounts of parking on any development withing one-half mile of a transit station. Much of the City's land zoned for higher residential density is within one-half mile of one of the three rail stations in the City.
- Exemption from undergrounding requirements– the City Council recently put on first reading an ordinance that would exempt affordable housing developments, with at least 50 percent of the units affordable to low-income households, from utility undergrounding requirements.
- FAR-Based Fees – most of the City's impact fees are assessed based on

number of units rather than floor area. Assessing fees based on floor area would lower the cost of smaller residential units.

Inclusionary Housing

The City adopted an inclusionary housing ordinance in July 2023 that requires all new residential developments of 10 or more units to provide a percentage of affordable units or pay an in-lieu fee. Proposed developments that had applications submitted to the City prior to the date that the Inclusionary ordinance was adopted are exempt from its provisions pursuant to State law.

There are two projects that are currently under review -- Tennessee Village and Lugonia Village -- that will be providing 25 Very-low income units each. Two single-family developments that were approved in the past year will be paying an in-lieu fee; one will be $1.8 million and the other $1.5 million. These fees can be used to promote development of affordable housing, preferably by leveraging other affordable housing resources. This is discussed more in the section below.

Structuring Affordable Rental Housing Developments

Affordable rental housing developments almost always target Low and Very-low income households, as moderate-income rents tend to approach market rents. The most common way of creating affordable rental units is to subsidize the development costs so that a smaller market-rate permanent loan is required for the project. With a smaller permanent loan, the developer can afford to charge lower rents, thereby making the units affordable.

With today's land and construction costs, the cost to create a rental unit affordable for a Low income household in Redlands is about $172,000 and the cost to create a rental unit affordable to a Very-low income household is about $275,000. This is referred to as the affordability gap; the difference between the cost of constructing the unit (including land costs, construction, permitting and other soft costs) and the capitalization of the affordable rent. In other words, the affordability gap is the amount of subsidy that is required to make construction of the unit financially feasible given an affordable rent restriction.

Affordable rental developments are typically built by non-profit development companies that specialize in affordable rental housing. They are skilled at compiling very complex financing packages, usually involving 5 or 6 different sources from various housing programs. They also have management divisions with experience in regulatory compliance for the various funding programs, and in working with lower income populations.

The funding for this type of housing development comes from a mixture of federal, state, and local programs. For most cities, the largest source of funding for affordable housing came from Redevelopment. When Redevelopment was abolished statewide about a dozen years ago, this left a vacuum for local

affordable housing funding. Some cities have used Inclusionary Housing fees to supplant this loss.

Due to the complexity of the financing and the need to achieve a certain economy-of-scale with regard to property management, developers will not typically undertake affordable rental projects with fewer than 50 residential units. Rental developments usually have affordability covenants for 55 years, which is the requirement in tax credit law, and are usually 100 percent affordable as the major funding programs give priority to this type of project.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

The provision of affordable housing supports the priority "Quality of Life" and "Equity and Inclusion."

SUBMITTED BY:

Brian Desatnik, Development Services Director

REVIEWED BY:

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

PREPARED BY:

Brian Desatnik, Development Services Director

Fiscal Impact

Discussion:

NA

City Council Meeting **AGENDA ITEM NO. H. 2.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action regarding the installation of metal detectors in Council Chambers (Council Member Davis)
THIS ITEM WAS REMOVED FROM THE AGENDA BY COUNCIL MEMBER DAVIS AND WILL NOT BE HEARD. IT IS NOT SCHEDULED FOR A FUTURE AGENDA AT THIS TIME.

MOTION:
City Council may consider the following motion:

I move that the City Council direct staff to conduct research and return to council at a later date with a proposal for possible additional security measures in council chambers.

RECOMMENDATION:

Should the council wish to pursue additional security measures, staff recommends engaging a consultant to perform a threat analysis of council chambers to identify any areas of vulnerability and develop a comprehensive mitigation plan.

DISCUSSION:

This item has been placed on the agenda at the request of Council Member Davis who would like staff to explore the cost and timeline for implementing increased security measures within council chambers. In anticipation of this item, staff contacted Libertas Protection Group to provide a quote for the cost of a threat analysis.

SUBMITTED BY:
Denise Davis, Council Member

REVIEWED BY:
Charles M. Duggan, City Manager
Christopher Boatman, Assistant City Manager
Rachel Tolber, Police Chief
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Libertas Protection Group Quote

LIBERTAS PROTECTION GROUP

To Whom it May Concern:

Thank you for the opportunity to work with the City of Redlands in providing a threat analysis assessment for one of your newest buildings. The Executive Leadership Team of Libertas Protection Group has over 90 years of combined experience in security, threat analysis, zero-fail operations in the public (federal, state, and municipal) and private sectors, and consulting. Please see the below history of Libertas Protection Group for an outline of the Executive Leadership Team and their backgrounds:

Libertas Protection Group was founded in 2023 by David Villarreal and Jeremy Beach. David “Sarge” Villarreal embodies a remarkable journey through service and security. A six-year veteran of the United States Army, his role as a US Paratrooper Communications Specialist in support of USASOC honed his skills and instilled discipline. Post-Army, David transitioned to the private security sector. His expertise lies in consulting and event management for high-profile gatherings. Notable events under his watchful eye include: The Grammys, American Music Awards, HFPA Golden Globes, Coachella Fest/Stagecoach amongst others. David’s impact extends to the music world. With 20 years of security experience and nearly 15 years spent on tour, he has served as Tour Security Director, Personal Security Director and Venue Security Director for multiple Grammy Award winning artists.

Jeremy Beach is an eight year veteran of the United States Marine Corps, having served as a Criminal Investigation Division Special Agent. Jeremy has spent his career in law enforcement specializing in Personal Protection for military dignitaries, politicians and other government officials, as well as undercover narcotics and gang intelligence. He has also been tasked with physical security and threat analysis for state and federal buildings and has been instrumental in securing Secret and Top Secret facilities for the United States Government. After seven years in law enforcement, Jeremy transitioned

to the private sector and began providing protection services for high net worth and high risk individuals.

Jon Cabrera serves Libertas Protection Group as their Director of Training and Development. Jon spent over 30 years in law enforcement in California. He spent the beginning of his career on patrol before transitioning to K9 Officer. While he was still a K9 handler, Jon successfully achieved appointment to the department's elite Special Weapons and Tactics unit, also known as SWAT. After the retirement of his K9, Jon was promoted to Detective and moved into special assignments to include a regional Gang Task Force. Jon was then selected for another promotion to Sergeant in 2009. As a Sergeant, Jon oversaw the entire K9 Unit, Use of Force training unit, several patrol divisions, the Property Crimes Division of the Detective Bureau, and several teams within the SWAT team. Jon was responsible for coordinating numerous search warrants, threat analysis of high risk warrant service, protection for the Palm Springs International Film Festival, and multiple visits from various United States Presidents and government officials.

Mike Truax serves Libertas Protection Group as their Director of Operations. Mike served in the United States Marine Corps for eight years. His initial assignment was as an Infantryman. However, he quickly set himself apart from his peers and was selected to attend Marine Corps Scout Sniper School. This training program is extremely rigorous both physically and mentally and boasts one of the highest attrition rates of any military school in the Department of Defense. Mike also has extensive training and experience in emergency first aid and conducting surveillance and intelligence gathering operations in an urban environment. During his time in service, Mike completed three deployments overseas as an Infantryman, Scout Sniper Team Leader, and Chief Scout Sniper. Mike was awarded the Navy and Marine Corps Achievement Medal with a combat distinguishing device "V" for valor, for his heroic actions on one of these deployments. Mike also served the Marine Corps Special Operations community as an instructor, teaching military mountaineering and mountain warfare. Mike is an active competitor in CrossFit, 100 mile Ultra Marathons, and other rigorous physical/mental activities.

LIBERTAS PROTECTION GROUP

Threat Analysis Proposal

Libertas Protection Group will provide a full scale threat analysis for 35 Cajon Street, Redlands, California 92373. The threat analysis will include the following:

- Analysis and fortification of the structure as a whole
- Ingress and egress points
- CCTV options/locations
- Gates/barriers/walls
- Building vulnerabilities
- Security alarm considerations
- Locking mechanisms

The total cost for this project including the aforementioned analysis information is **$4,750.00**. Additional services, such as active shooter response plans, emergency evacuation plans, and fire evacuation plans can be provided at an additional cost.

If you would like any information in this proposal to be altered, please contact Jeremy Beach, Co-Founder of Libertas Protection Group at JB@LibertasProtection.com or (619) 249-2376. If this proposal is adequate to your needs, please confirm with Jeremy Beach and a formal invoice will be sent.

City Council Meeting **I. 1.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Resolution No. 8601
(Mayor to declare meeting open as a public hearing)

a. Public hearing to consider Resolution No. 8601 overruling objections and proceeding with the weed abatement on subject properties
(Fire Chief Sessler)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls for comments/questions/testimony from members of the public (3 minutes per speaker).
5. Mayor calls upon City Clerk to note any written comments received.
6. Mayor closes the public hearing.
7. City Council considers the motion and votes.

MOTION(S):

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

I move to adopt Resolution No. 8601, overruling objections and proceeding with the abatement of subject properties.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 8601 overruling objections and proceeding with the abatement of subject properties.

DISCUSSION:

Beginning in March 2023, Community Risk Reduction staff performed inspections on parcels throughout the city to identify fire hazards. Staff identified approximately 48 parcels that required abatement. At the regular Council Meeting of June 4, 2024, the City Council adopted Resolution No. 8595 to declare weeds a public nuisance. A notice was then sent to each property owner to provide 10 days to abate the nuisance, or incur the cost of having the City abate their property and having the cost assessed upon their land as a lien until paid.

With the adoption of Resolution No. 8595, a public hearing date was set for June 18, 2024, as the date to hear any objections to the proposed weed abatement proceedings.

The adoption of Resolution No. 8601 will allow the City to proceed with the abatement of the identified parcels found in violation. The abatement of parcels will continue to mitigate the threat of wildland fires that can overwhelm firefighting forces and contribute to the deflagration of homes and property.

ALTERNATIVES:

Not adopt Resolution No. 8601 and stop abatement proceedings on subject properties.

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year:	2023-2024
Revenue Generating:	N
Appropriation Required Y/N:	N

Discussion:

There is no fiscal impact or costs associated with the adoption of Resolution No. 8601.

Attachments

Notice to Clean Premises

Resolution No. 8601

Exhibit A

City of
REDLANDS
Incorporated 1888
City of Redlands
35 Cajon Street, Suite 12, Redlands, CA 92373
909-798-7601

FIRE DEPARTMENT

COMMUNITY RISK
REDUCTION DIVISION

Parcel Owner Name
Parcel Owner Address
Parcel Owner Address

NOTICE TO CLEAN PREMISES

Redlands Municipal Code Section 8.40.010 requires properties to perform vegetation management on all weeds, dry grasses, dead shrubs, dead trees, combustible rubbish, or any material growing upon the streets, sidewalks or upon private property within the city which bears seeds of a wingy or downy nature, which by reason of their size, manner of growth and location constitute a fire hazard to any building, improvements, crops, or other property. A copy of the Redlands Weed Abatement Guideline with detailed requirements is included with this Notice.

Notice is hereby given that on the 4th day of June, 2024, the City Council for the City of Redlands passed a resolution declaring that noxious or dangerous weeds were growing upon or in front of the property on this street, and that rubbish, refuse, and dirt were upon or in front of property on this street, and more particularly described in the resolution, and that they constitute a public nuisance which must be abated by the removal of the weeds, rubbish, refuse, and dirt 10 days from this notice: June 14, 2024. Otherwise they will be removed and the nuisance abated by the city and the cost of removal assessed upon the land from or in front of which the weeds, rubbish, refuse, and dirt are removed and will constitute a lien upon such land until paid. Reference is hereby made to the resolution for further particulars. A copy of said resolution is on file in the office of the city clerk.

All property owners having any objections to the proposed removal of the weeds, rubbish, refuse, and dirt are hereby notified to attend a meeting of the City Council of City of Redlands to be held at 35 Cajon Street, Redlands, California on June 18, 2024, at 6:00 pm, or as soon thereafter as the matter may be heard, when their objections will be heard and given due consideration.

Dated this 18th day of June, 2024.

Vincent Anderson
Fire Marshal
City of Redlands

NOTICE TO CLEAN PREMISES

RESOLUTION NO. 8601

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS OVERRULING OBJECTIONS AND PROCEEDING WITH ABATEMENT

WHEREAS, the City Council of the City of Redlands adopted Resolution No. 8595 on June 4, 2024 that, by its terms, the City Council elected to proceed under Government Code Sections 39501 and 39502, and Section 39560 et seq., and declared as a public nuisance all weeds growing upon streets, sidewalks and private property in the City, and all rubbish, refuse and dirt upon parkways, sidewalks and private property in the City; and

WHEREAS, a public hearing was held on June 18, 2024, and no objections to the proposed removal of weeds, rubbish, refuse, and dirt were made or presented either in writing or orally or such objections were overruled by the City Council;

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

Section 1. On June 4, 2024, the City Council elected to proceed under Government Code Sections 39501 and 39502, and Section 39560 et seq., and declared as a public nuisance all weeds growing upon the streets, sidewalks, and private property in the City and all rubbish, refuse and dirt upon parkways, sidewalks, and private property in the City, all as more particularly described in Resolution No. 8525 adopted on June 4, 2024.

Section 2. The City Council fixed June 18, 2024, at 6:00 pm, as the time and place for hearing all objections to the proposal of removal of weeds, rubbish, refuse, and dirt with respect to the properties described in Exhibit A, attached hereto and incorporated by reference herein, and the Fire Chief, or his authorized designee, was designated as the person to perform the duties imposed by Government Code Section 39560 et seq. upon the superintendent, and he did prepare notices to destroy weeds and remove rubbish, refuse and dirt and did in the time and manner prescribed by law cause copies of the notice to be conspicuously posted on or in front of the properties where the nuisance exists; the City mailed written notice of the proposed abatement to all persons owning property described in Resolution No. 8540 in the time, form and manner prescribed by law.

Section 3. The City Council held a public hearing on June 18, 2024, and no objections either written or oral to the proposed removal of weeds, rubbish, refuse, and dirt were presented and the hearing was closed on June 18, 2024 or the City Council overruled such objections.

Section 4. The superintendent is ordered to abate the nuisance declared by Resolution No. 8601 by having the weeds, rubbish, refuse, and dirt removed and for this purpose, the superintendent may enter upon private property to abate the nuisance. Before the superintendent arrives, any property owner may remove the weeds, rubbish, refuse and dirt at his or her own expense.

Section 5. The superintendent, or the contractor awarded the work, as the case may be, shall keep an account of the cost of abatement in front of or on each separate parcel of land where the work is done and shall submit to the City Council for consideration, hearing of objections, modification and confirmation, and itemized written report showing this cost, all as more particularly prescribed by Government Code Section 39574.

ADOPTED, SIGNED AND APPROVED this 18th day of June, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, Deputy City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly approved by the City Council at a regular meeting thereof held on the 18th day of June 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

[Attached]

City of
REDLANDS
Incorporated 1888
City of Redlands
35 Cajon Street, Suite 12, Redlands, CA 92373

FIRE DEPARTMENT

COMMUNITY RISK
REDUCTION DIVISION

Spring 2024 Weed Abatement Nuisance Declaration List	
Accessor Parcel Number	Approximate Street Address
0174-181-02-0000	1670 E. Citrus Ave.
0292-153-22-0000	1910 W Park Ave.
0300-521-05-0000	805 La Solana Drive
121-237-120-0000	1010 E. Lugonia Ave.
121-237-108-0000	1003 Crystal Ct
121-237-109-0000	1009 Crystal Ct
121-237-110-0000	1019 Crystal Ct
121-237-111-0000	1029 Crystal Ct
121-237-112-0000	1039 Crystal Ct
121-237-113-0000	1049 Crystal Ct
121-237-114-0000	1050 Crystal Ct
121-237-115-0000	1040 Crystal Ct
121-237-116-0000	1030 Crystal Ct
121-237-117-0000	1020 Crystal Ct
121-237-118-0000	1010 Crystal Ct
121-237-119-0000	1004 Crystal Ct
121-237-120-0000	1002 Crystal Ct
0167-221-10-0000	515 E. Lugonia Ave.
0167-221-17-0000	517 E. Lugonia Ave.
0167-221-15-0000	540 E. Pennsylvania Ave.
0167-221-16-0000	542 E. Pennsylvania Ave.
121-226-129-0000	810 E. Pennsylvania Ave.
0300-061-04-0000	31071 E. Sunset Dr N.
0170-241-32-0000	843 E. Citrus Ave
0170-221-50-0000	334 N. Grove St
0174-211-20-0000	1720 6th Ave.
0174-681-04-0000	1744 Camelot Dr.

Spring 2024 Weed Abatement Nuisance Declaration List (Continued)	
0292-251-20-0000	27475 W Lugonia Ave
0292-441-08-0000	1239 Indiana Ct
0292-032-38-0000	2405 W. Lugonia Ave.
0300-071-14-0000	30934 E. Sunset Dr. S.
0300-412-10-0000	12570 Sunset Ct.
0175-371-18-0000	1325 Arroyo Crest
0300-621-06-0000	820 Panorama Point Dr.
0300-261-03-0000	31060 Bedford Dr.
0294-133-34-0000	522 Elder Rd.
0300-171-21-0000	31396 Alta Vista Dr.
0292-165-10-0000	11036 Iowa St.
0292-167-02-0000	11017 Iowa St.
0292-481-93-0000	78 Alabama St.
0292-481-94-0000	80 Alabama St.
0293-083-01-0000	Barton Rd. & Ladera St.
0293-083-02-0000	Barton Rd. & Ladera St.
0293-083-02-0000	Barton Rd. & Ladera St.
0293-083-02-0000	Barton Rd. & Ladera St.
0167-171-13-0000	W. Lugonia Ave. & 210 Freeway
0167-171-15-0000	W. Lugonia Ave. & Tennessee St.
0167-171-16-0000	W. Lugonia Ave. & Tennessee St.
Note: For purposes of this list, vacant parcels with no formally assigned street address are approximated, based on nearby addresses of developed parcels. All notices and compliance documents are mailed to the property owner's address on-file with the County Assessor's Office.	

City Council Meeting **I. 2.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Ordinance No. 2969 and Ordinance No. 2970
(Mayor to declare the meeting open as a public hearing)

1. Public Hearing to introduce Ordinance No. 2969 - Confirming a diagram and assessment for the 2024-2025 Fiscal Year in connection with Landscape Maintenance District No. 1; and

2. Public Hearing to introduce Ordinance No. 2970 - Confirming a diagram and assessment for the 2024-2025 Fiscal Year in connection with Street Lighting District No. 1

(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 note any written comments received.
6. Mayor closes the public hearing.
7. City Council considers the motion and votes.

MOTION(S):

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

I move to introduce Ordinance No. 2969 and Ordinance No. 2970.

RECOMMENDATION:

Staff recommends City Council introduce Ordinance No. 2969 and Ordinance No. 2970 approving the Engineer's Reports for Landscape Maintenance District No. 1 and Street Lighting District No. 1, and implementing the assessments for Fiscal Year 24/25.

DISCUSSION:

On July 7, 1987, City Council ordered the formation of Landscape Maintenance District No. 1 (LM District), which was established to ensure satisfactory levels of maintenance are provided. LM District assessments provide funding for labor, material, and equipment associated with landscape services provided by the City within the LM District. These services include turf and ground cover maintenance, irrigation, tree and bush trimming, and LM District management.

On September 19, 1989, City Council ordered the formation of Street Lighting District No. 1 (SL District), which was established to generate funding for electricity to power street lights, labor, material, and equipment to replace burned out or damaged street light bulbs, damaged street light poles, and provide SL District management.

On May 7, 2024, City Council approved Donald Young, One Stop Permit Center Manager, as the Assessment Engineer for both districts. As the Assessment Engineer, Mr. Young is responsible for the preparation of the Engineer’s Reports required to levy the annual assessment in accordance with the California Streets and Highways Code.

On June 4, 2024, City Council adopted Resolution No. 8543, preliminarily approving the Engineer's Reports for the LM District and SL District, and adopted Resolution No. 8544, setting June 18, 2024, as the Public Hearing date for consideration of levying FY 24/25 assessments in accordance with the Lighting and Landscaping Act of 1972.

The intent of tonight's Public Hearing is to receive testimony from the public on the proposed assessments for FY 24/25 and introduction of Ordinance No. 2969 and Ordinance No. 2970 which approve the Engineer's Reports and authorize the FY 24/25 assessments for both districts.

ALTERNATIVES:

City Council may deny the staff recommendation. However, the San Bernardino County Assessor will not levy the assessments on the property tax bills without adoption of these ordinances.

STRATEGIC PLAN:

N/A

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Brian Desatnik, Development Services Department Director

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Fiscal Year: 24/25
Revenue Generating: Yes
Appropriation Required Y/N: No
Discussion:
The proposed FY 24/25 the Street Lighting District No. 1 and Landscape Maintenance District No. 1 assessments will generate revenues to supplement necessary General Fund costs within the Facilities and Community Services Department budget to provide services within the districts

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Attachments

Ordinance No. 2969
Ordinance No. 2969 Exhibit A
Ordinance No. 2970
Ordinance No. 2970 Exhibit A

ORDINANCE NO. 2969

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING FISCAL YEAR 2024/25 ANNUAL ASSESSMENTS FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1 IN ACCORDANCE WITH THE LIGHTING AND LANDSCAPING ACT OF 1972

WHEREAS, on July 7, 1987, the City Council ordered the formation of Landscape Maintenance District No. 1 (the "District"), pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982" (the "Act"); and

WHEREAS, the purpose of the District is to ensure satisfactory levels of funding for landscape maintenance are provided. District assessments provide funding for labor, material, and equipment associated with landscape services provided by the City within the District. These services include turf and ground cover maintenance, irrigation, and tree and bush trimming, adjacent properties annexed into the district, and to provide administrative management of the District; and,

WHEREAS, on May 7, 2024, City Council approved Donald Young, One Stop Permit Center Manager, as the Assessment Engineer for the District and the Assessment Engineer, Mr. Young is responsible for the preparation of the Engineer's Report required to levy the annual assessment in accordance with the California Government Code; and,

WHEREAS, on June 4, 2024 City Council adopted Resolution No. 8543, preliminarily approving the Engineer's Report for the District; and,

WHEREAS, on June 4, 2024, City Council adopted Resolution No. 8544, setting June 18, 2024 as the Public Hearing date for consideration of levying Fiscal Year 2024/2025 assessments in accordance with the Lighting and Landscaping Act of 1972.

NOW, THEREFORE, the City Council of the City of Redlands, acting in its capacity as the legislative body of Landscape Maintenance District No. 1, ORDAINS as follows:

Section 1. The above recitals are all true and correct.

Section 2. By the passage of this Ordinance, the Council authorizes the levy of a special tax at a rate in accordance with the rate and method of apportionment set forth in the Engineer's Report for the District on file with City Clerk of the City of Redlands, incorporated by reference herein, being the rate and method of apportionment specified in the Resolution of Intention to Establish the District.

Section 3. Properties or entities of the state, federal or other local governments shall, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act, be exempt from the special tax.

Section 4. Only those properties identified in the Engineer's Report are subject to assessments of the District with assessment amounts as listed in Exhibit "A" attached hereto and incorporated by reference herein.

Section 5. All of the collections of the special tax shall be used as provided for in the Act and the Resolution of Formation.

Section 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes, as such procedure may be modified by law from time to time.

Section 7. The City Council hereby determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15061(b)(3) because this City Council determines that it can be seen with certainty that approval of this ordinance will have no direct or indirect impact on the physical environment, and that approval of this ordinance is not a "project" under CEQA as that term is defined in Public Resources Code section 21065.

Section 8. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 9. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

Section 10. The District Assessment Engineer is hereby authorized to transmit a certified copy of this ordinance and necessary documents to the San Bernardino County Assessor and Treasurer-Tax Collector, and to perform all other acts which are required by the Act, this ordinance, or by law in order to accomplish the purpose of this ordinance.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the _____ day of _____ 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Jeanne Donaldson, City Clerk

EXHIBIT “A”

Appendix D from Engineer’s Report, Roll 2024

City of Redlands
Landscape Maintenance District No. 1 - Appendix D
Fiscal Year 2024/25
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	CHARGE
0167-231-19-0000	709 LUGONIA AVE	Annexation L4-D	$ 6.00
0167-231-20-0000	705 LUGONIA AVE	Annexation L4-D	$ 6.00
0167-231-21-0000	1237 LAWTON ST	Annexation L4-D	$ 6.00
0167-271-61-0000	1135 CHURCH ST	Annexation L6-D	$ 6.00
0167-802-01-0000	1575 N COLUMBIA ST	Original 1-B	$ 39.65
0167-802-02-0000	1571 N COLUMBIA ST	Original 1-B	$ 36.05
0167-802-03-0000	1567 COLUMBIA ST	Original 1-B	$ 36.05
0167-802-04-0000	1563 COLUMBIA ST	Original 1-B	$ 36.05
0167-802-05-0000	1558 WOODBURY ST	Original 1-B	$ 36.05
0167-802-06-0000	1562 WOODBURY	Original 1-B	$ 36.05
0167-802-07-0000	1566 WOODBURY	Original 1-B	$ 36.05
0167-802-08-0000	1570 WOODBURY	Original 1-B	$ 39.65
0167-803-01-0000	1569 WOODBURY	Original 1-B	$ 39.65
0167-803-02-0000	1565 WOODBURY	Original 1-B	$ 36.05
0167-803-03-0000	1561 WOODBURY	Original 1-B	$ 36.05
0167-803-04-0000	610 ELISE	Original 1-B	$ 36.05
0167-803-05-0000	618 ELISE	Original 1-B	$ 36.05
0167-803-06-0000	626 ELISE	Original 1-B	$ 36.05
0167-803-07-0000	634 ELISE ST	Original 1-B	$ 36.05
0167-803-08-0000	1568 VERMONT	Original 1-B	$ 36.05
0167-803-09-0000	1574 VERMONT	Original 1-B	$ 39.65
0167-804-01-0000	633 ELISE	Original 1-B	$ 36.05
0167-804-02-0000	625 ELISE	Original 1-B	$ 36.05
0167-804-03-0000	617 ELISE	Original 1-B	$ 36.05
0167-804-04-0000	609 ELISE	Original 1-B	$ 36.05
0167-804-05-0000	601 ELISE	Original 1-B	$ 36.05
0167-804-06-0000	525 ELISE	Original 1-B	$ 36.05
0167-804-07-0000	517 ELISE	Original 1-B	$ 36.05
0167-804-08-0000	509 ELISE	Original 1-B	$ 36.05
0167-804-09-0000	1555 COLUMBIA ST	Original 1-B	$ 36.05
0167-804-10-0000	1551 COLUMBIA ST	Original 1-B	$ 36.05
0167-804-11-0000	1547 COLUMBIA ST	Original 1-B	$ 36.05
0167-804-12-0000	1543 N COLUMBIA ST	Original 1-B	$ 36.05
0167-804-13-0000	1528 CANTERBURY CIR	Original 1-B	$ 36.05
0167-804-14-0000	1530 CANTERBURY CIR	Original 1-B	$ 36.05
0167-804-15-0000	1532 CANTERBURY CIR	Original 1-B	$ 36.05
0167-804-16-0000	1534 CANTERBURY CIR	Original 1-B	$ 36.05
0167-804-17-0000	1536 CANTERBURY CIR	Original 1-B	$ 36.05
0167-804-18-0000	1538 CANTERBURY CIR	Original 1-B	$ 36.05
0167-804-19-0000	1540 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-01-0000	1539 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-02-0000	1537 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-03-0000	1535 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-04-0000	1533 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-05-0000	1531 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-06-0000	1509 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-07-0000	1507 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-08-0000	1505 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-09-0000	1503 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-10-0000	1501 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-01-0000	1539 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-02-0000	1535 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-03-0000	1531 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-04-0000	1527 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-05-0000	1523 COLUMBIA ST	Original 1-B	$ 36.05

City of Redlands
Landscape Maintenance District No. 1 - Appendix D
Fiscal Year 2024/25
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	CHARGE
0167-824-06-0000	1519 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-07-0000	1515 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-08-0000	1511 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-09-0000	1507 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-10-0000	1503 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-11-0000	1501 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-12-0000	508 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-13-0000	512 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-14-0000	516 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-15-0000	520 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-16-0000	600 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-17-0000	602 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-18-0000	606 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-19-0000	610 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-20-0000	1500 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-21-0000	1502 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-22-0000	1504 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-23-0000	1506 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-24-0000	1508 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-25-0000	1510 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-26-0000	1512 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-27-0000	1514 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-28-0000	1516 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-29-0000	1518 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-30-0000	1520 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-31-0000	1522 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-32-0000	1524 CANTERBURY CIR	Original 1-B	$ 36.05
0167-851-39-0000	1832 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-40-0000	1828 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-41-0000	1824 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-42-0000	1820 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-43-0000	1816 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-44-0000	1812 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-45-0000	1808 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-46-0000	1804 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-47-0000	1800 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-48-0000	1835 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-49-0000	1831 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-50-0000	1827 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-51-0000	1823 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-52-0000	1819 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-53-0000	1815 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-54-0000	1811 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-55-0000	1807 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-56-0000	1803 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-37-0000	450 RIVERVIEW DR	Annexation L8-B	$ 6.00
0167-861-38-0000	1928 BROOKSTONE DR	Annexation L8-B	$ 6.00
0167-861-39-0000	1924 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-40-0000	1920 BROOKSTONE	Annexation L8-B	$ 6.00
0167-861-41-0000	1916 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-42-0000	1912 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-43-0000	1908 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-44-0000	1840 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-45-0000	1836 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-46-0000	1839 BROOKSTONE ST	Annexation L8-B	$ 6.00

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APN	SITUS ADDRESS	ANNEXATION	CHARGE
0167-861-47-0000	1907 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-48-0000	1911 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-49-0000	1915 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-50-0000	1919 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-51-0000	1923 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-52-0000	1927 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-53-0000	410 RIVERVIEW DR	Annexation L8-B	$ 6.00
0167-861-54-0000	420 RIVERVIEW DR	Annexation L8-B	$ 6.00
0168-681-01-0000	1067 MENDICINO WY	Original 1-A	$ 62.09
0168-681-02-0000	1063 MENDICINO WY	Original 1-A	$ 62.09
0168-681-03-0000	1059 MENDICINO WY	Original 1-A	$ 62.09
0168-681-04-0000	1055 MENDICINO	Original 1-A	$ 62.09
0168-681-05-0000	1051 MENDICINO WY	Original 1-A	$ 62.09
0168-681-06-0000	1047 MENDOCINO	Original 1-A	$ 62.09
0168-681-07-0000	1043 MENDICINO WY	Original 1-A	$ 62.09
0168-681-08-0000	1039 MENDICINO	Original 1-A	$ 62.09
0168-681-09-0000	1035 MENDICINO	Original 1-A	$ 62.09
0168-681-10-0000	1756 MENDOCINO WY	Original 1-A	$ 62.09
0168-681-11-0000	1762 MENDOCINO WY	Original 1-A	$ 62.09
0168-681-12-0000	1768 MENDOCINO	Original 1-A	$ 62.09
0168-681-13-0000	1774 MENDICINO	Original 1-A	$ 62.09
0168-681-14-0000	1780 MENDICINO WY	Original 1-A	$ 62.09
0168-681-15-0000	1786 MENDICINO	Original 1-A	$ 62.09
0168-681-16-0000	1792 MENDOCINO	Original 1-A	$ 62.09
0168-681-17-0000	1798 MENDICINO	Original 1-A	$ 68.30
0168-681-18-0000	1008 ALPINE CT	Original 1-A	$ 68.30
0168-681-19-0000	1012 ALPINE	Original 1-A	$ 68.30
0168-681-20-0000	1016 ALPINE CT	Original 1-A	$ 68.30
0168-681-21-0000	1020 ALPINE	Original 1-A	$ 68.30
0168-681-22-0000	1024 ALPINE	Original 1-A	$ 68.30
0168-681-23-0000	1028 ALPINE CT	Original 1-A	$ 68.30
0168-681-24-0000	1032 ALPINE CT	Original 1-A	$ 68.30
0168-681-25-0000	1029 ALPINE CT	Original 1-A	$ 62.09
0168-681-26-0000	1025 ALPINE CT	Original 1-A	$ 62.09
0168-681-27-0000	1021 ALPINE ST	Original 1-A	$ 62.09
0168-681-28-0000	1017 ALPINE ST	Original 1-A	$ 62.09
0168-681-29-0000	1013 ALPINE	Original 1-A	$ 62.09
0168-681-30-0000	1009 ALPINE CT	Original 1-A	$ 62.09
0168-681-31-0000	1005 ALPINE CT	Original 1-A	$ 62.09
0168-681-32-0000	1042 MENDICINO WY	Original 1-A	$ 62.09
0168-681-33-0000	1046 MENDICINO	Original 1-A	$ 62.09
0168-681-34-0000	1050 MENDOCINO	Original 1-A	$ 62.09
0168-681-35-0000	1054 MENDICINO BLVD	Original 1-A	$ 62.09
0168-681-36-0000	1058 MENDICINO	Original 1-A	$ 62.09
0168-681-37-0000	1062 MENDICINO	Original 1-A	$ 62.09
0168-681-38-0000	1066 MENDICINO WY	Original 1-A	$ 62.09
0169-043-14-0000	506 W COLTON AVE	Annexation L7-D	$ 6.00
0169-053-12-0000	306 W COLTON AVE	Annexation L4-L	$ 6.00
0169-131-33-0000	507 LAWTON ST	Annexation L4-F	$ 6.00
0169-142-11-0000	511 W COLTON AVE	Annexation L4-I	$ 6.00
0169-182-02-0000		Annexation L4-O	$ 6.00
0169-182-03-0000	316 THE TERRACE	Annexation L4-O	$ 6.00
0169-182-04-0000		Annexation L4-O	$ 6.00
0169-212-17-0000	640 ORANGE ST	Annexation L4-X	$ 6.00
0169-212-18-0000	526 N ORANGE ST	Annexation L4-X	$ 6.00

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APN	SITUS ADDRESS	ANNEXATION	CHARGE
0169-212-19-0000	500 N ORANGE ST	Annexation L4-X	$ 6.00
0169-212-20-0000	402-414 N ORANGE ST	Annexation L4-X	$ 6.00
0169-212-21-0000	418-450 N ORANGE ST	Annexation L4-X	$ 6.00
0169-212-22-0000	522 ORANGE ST	Annexation L4-X	$ 6.00
0169-212-23-0000	602 ORANGE ST	Annexation L4-X	$ 6.00
0169-212-24-0000	683 N 6TH ST	Annexation L4-X	$ 6.00
0169-212-25-0000	552 ORANGE ST	Annexation L4-X	$ 6.00
0169-212-26-0000	454-482 N ORANGE ST	Annexation L4-X	$ 6.00
0169-212-27-0000	411 N 6TH ST	Annexation L4-X	$ 6.00
0169-281-39-0000	347 ORANGE ST	Annexation L6-C	$ 6.00
0169-301-08-0000	E REDLANDS BLVD	Annexation L7-G	$ 6.00
0169-301-10-0000	21 E REDLANDS BLVD	Annexation L7-G	$ 6.00
0169-301-11-0000	170 E REDLANDS BLVD	Annexation L7-G	$ 6.00
0169-313-16-0000	304 7TH ST	Annexation L7-I	$ 6.00
0169-321-01-0000		Annexation L6-A	$ 6.00
0169-321-02-0000	304 N 9TH ST	Annexation L6-A	$ 6.00
0169-343-07-0000	1210 W COLTON AVE	Annexation L4-S	$ 6.00
0169-411-07-0000	1205 W COLTON AVE	Annexation L4-H	$ 6.00
0171-161-18-0000	371 NEW YORK	Annexation L12-M	$ 6.00
0171-171-34-0000	380 N NEW YORK ST	Annexation L4-R	$ 18.00
0171-202-30-0000	404 BROOKSIDE AVE	Annexation L7-C	$ 6.00
0171-202-33-0000	420 BROOKSIDE AVE	Annexation L8-C	$ 6.00
0171-203-13-0000	302 BROOKSIDE AVE	Annexation L9-B	$ 6.00
0171-331-04-0000	243 CAJON ST	Annexation L4-J	$ 6.00
0171-332-30-0000	124 E OLIVE AVE	Annexation L10-E	$ 6.00
0171-341-33-0000	612 REDLANDS BLVD	Annexation L6-J	$ 6.00
0171-383-19-0000	680 E REDLANDS BLVD	Annexation L4-E	$ 6.00
0171-383-20-0000	680 E REDLANDS BLVD	Annexation L4-E	$ 6.00
0172-031-49-0000	30 S CENTER ST	Annexation L4-M	$ 6.00
0172-301-14-0000	1515 W CYPRESS AVE	Annexation L7-A	$ 6.00
0172-301-15-0000	1513 W CYPRESS AVE	Annexation L7-A	$ 6.00
0172-301-16-0000	1511 W CYPRESS AVE	Annexation L7-A	$ 6.00
0172-301-17-0000	1517 W CYPRESS AVE	Annexation L7-A	$ 6.00
0173-052-31-0000	432 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-32-0000	430 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-33-0000	428 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-34-0000	426 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-35-0000	424 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-36-0000	422 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-37-0000	420 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-38-0000	418 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-39-0000	416 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-40-0000	412 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-41-0000	410 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-42-0000	457 LA VERNE	Annexation L6-I	$ 6.00
0173-062-01-0000	472 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-02-0000	470 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-03-0000	468 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-04-0000	466 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-05-0000	464 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-06-0000	462 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-07-0000	460 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-08-0000	458 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-09-0000	456 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-10-0000	454 SONORA CIR	Annexation L6-I	$ 6.00

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0173-062-11-0000	452 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-12-0000	450 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-13-0000	448 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-14-0000	446 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-15-0000	444 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-16-0000	442 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-17-0000	440 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-18-0000	438 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-19-0000	436 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-20-0000	434 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-21-0000	408 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-22-0000	406 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-23-0000	407 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-24-0000	473 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-25-0000	471 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-26-0000	469 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-27-0000	457 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-28-0000	455 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-29-0000	453 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-30-0000	451 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-31-0000	439 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-32-0000	437 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-33-0000	435 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-34-0000	431 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-35-0000	421 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-36-0000	423 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-37-0000	425 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-38-0000	427 SONORA CIR	Annexation L6-I	$ 6.00
0174-021-41-0000	1377 KNOLL RD	Annexation L8-E	$ 6.00
0174-021-42-0000	1379 KNOLL RD	Annexation L8-E	$ 6.00
0174-241-31-0000	1475 FORD ST	Annexation L5-D	$ 12.00
0174-261-15-0000	1551 RESERVOIR RD	Annexation L10-G	$ 6.00
0174-281-33-0000	BUCKINGHAM	Annexation L12-L	$ 6.00
0174-281-34-0000	BUCKINGHAM	Annexation L12-L	$ 6.00
0174-281-35-0000	BUCKINGHAM	Annexation L12-L	$ 6.00
0174-281-37-0000	731 BUCKINGHAM DR	Annexation L12-L	$ 6.00
0174-621-01-0000	751 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-02-0000	755 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-03-0000	759 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-04-0000	763 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-05-0000	767 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-06-0000	771 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-07-0000	775 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-08-0000	816 CONCORD	Annexation L2-A	$ 53.46
0174-621-09-0000	812 CONCORD	Annexation L2-A	$ 44.55
0174-621-10-0000	770 CONCORD	Annexation L2-A	$ 44.55
0174-621-11-0000	766 CONCORD	Annexation L2-A	$ 44.55
0174-621-12-0000	762 CONCORD	Annexation L2-A	$ 44.55
0174-621-13-0000	1609 SHEFFIELD	Annexation L2-A	$ 44.55
0174-621-14-0000	1613 SHEFFIELD	Annexation L2-A	$ 44.55
0174-621-15-0000	1617 SHEFFIELD	Annexation L2-A	$ 44.55
0174-621-16-0000	1621 SHEFFIELD	Annexation L2-A	$ 44.55
0174-621-17-0000	1625 SHEFFIELD	Annexation L2-A	$ 44.55
0174-621-18-0000	1629 SHEFFIELD	Annexation L2-A	$ 44.55
0174-621-19-0000	1633 SHEFFIELD	Annexation L2-A	$ 44.55

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APN	SITUS ADDRESS	ANNEXATION	CHARGE
0174-621-20-0000	1636 SHEFFIELD LN	Annexation L2-A	$ 44.55
0174-621-21-0000	1632 SHEFFIELD LN	Annexation L2-A	$ 44.55
0174-621-22-0000	1628 SHEFFIELD LN	Annexation L2-A	$ 44.55
0174-621-23-0000	801 LEXINGTON LN	Annexation L2-A	$ 44.55
0174-621-24-0000	805 LEXINGTON LN	Annexation L2-A	$ 44.55
0174-621-25-0000	809 LEXINGTON LN	Annexation L2-A	$ 44.55
0174-621-26-0000	813 LEXINGTON LN	Annexation L2-A	$ 53.46
0174-621-27-0000	812 LEXINGTON LN	Annexation L2-A	$ 53.46
0174-621-28-0000	808 LEXINGTON LN	Annexation L2-A	$ 44.55
0174-621-29-0000	804 LEXINGTON LN	Annexation L2-A	$ 44.55
0174-621-30-0000	800 LEXINGTON LN	Annexation L2-A	$ 44.55
0174-621-31-0000	1620 SHEFFIELD LN	Annexation L2-A	$ 44.55
0174-621-32-0000	1616 SHEFFIELD LN	Annexation L2-A	$ 44.55
0174-621-33-0000	769 CONCORD LN	Annexation L2-A	$ 44.55
0174-621-34-0000	811 CONCORD LN	Annexation L2-A	$ 44.55
0174-621-35-0000	815 CONCORD LN	Annexation L2-A	$ 53.46
0175-491-01-0000	1521 REBECCA CREST	Original 1-C	$ 1,572.77
0175-491-02-0000	REBECCA CREST	Original 1-C	$ 1,310.64
0175-491-03-0000	REBECCA CREST	Original 1-C	$ 1,310.64
0175-491-04-0000	1527 REBELLA CREST	Original 1-C	$ 1,310.64
0175-491-05-0000	1531 REBECCA CREST	Original 1-C	$ 1,310.64
0175-491-06-0000	1533 REBECCA CREST	Original 1-C	$ 1,310.64
0175-491-07-0000	1535 REBECCA CREST	Original 1-C	$ 1,310.64
0175-491-08-0000	1537 REBECCA CREST	Original 1-C	$ 1,310.64
0175-491-09-0000	1541 REBECCA CREST	Original 1-C	$ 1,572.77
0176-044-15-0000	605 VALLEY VIEW DR	Annexation L4-Q	$ 6.00
0176-402-04-0000	633 GOLDEN WEST DR	Annexation L12-E	$ 6.00
0176-402-06-0000	629 GOLDENWEST DR	Annexation L12-D	$ 6.00
0176-402-07-0000	627 GOLDEN WEST DR	Annexation L12-C	$ 6.00
0176-402-08-0000	GOLDEN WEST DR	Annexation L12-B	$ 6.00
0176-402-09-0000	623 GOLDEN WEST DR	Annexation L12-A	$ 6.00
0176-441-18-0000	1581 FRANKLIN AVE	Annexation L5-C	$ 78.37
0176-441-19-0000	1617 GARDEN ST	Annexation L5-C	$ 86.20
0176-441-20-0000	1613 GARDEN ST	Annexation L5-C	$ 86.20
0176-441-21-0000	1609 GARDEN ST	Annexation L5-C	$ 86.20
0176-441-22-0000	1583 FRANKLIN AVE	Annexation L5-C	$ 86.20
0176-441-23-0000	210 CANDY LN	Annexation L5-C	$ 78.37
0176-441-24-0000	226 CANDY LN	Annexation L5-C	$ 78.37
0176-441-25-0000	242 CANDY LN	Annexation L5-C	$ 78.37
0176-441-26-0000	250 CANDY LN	Annexation L5-C	$ 78.37
0176-441-27-0000	258 CANDY LN	Annexation L5-C	$ 78.37
0176-521-01-0000	1080 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-02-0000	1070 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-03-0000	1060 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-04-0000	1050 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-05-0000	1040 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-06-0000	1030 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-07-0000	1020 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-08-0000	1010 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-09-0000	1000 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-10-0000	912 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-11-0000	908 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-12-0000	904 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-13-0000	900 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-18-0000	1920 HORSE TRAIL DR	Annexation L10-H	$ 6.00

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0176-521-19-0000	1910 HORSE TRAIL DR	Annexation L10-H	$ 6.00
0176-521-20-0000	1900 HORSE TRAIL DR	Annexation L10-H	$ 6.00
0176-521-21-0000	1011 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-22-0000	1021 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-23-0000	1031 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-27-0000	1061 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-28-0000	1041 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-29-0000	907 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-30-0000	949 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-31-0000	901 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-32-0000	951 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-01-0000	948 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-02-0000	944 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-03-0000	940 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-07-0000	924 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-08-0000	920 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-09-0000	916 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-12-0000	921 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-13-0000	931 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-18-0000	911 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-20-0000	936 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-21-0000	928 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-22-0000	932 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-24-0000	915 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-25-0000	947 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-26-0000	945 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0292-032-39-0000	1251 RESEARCH DR	Annexation L3-A	$ 195.55
0292-032-40-0000	1115 RESEARCH DR	Annexation L3-A	$ 39.88
0292-032-41-0000	1110 RESEARCH DR	Annexation L3-A	$ 62.73
0292-032-42-0000	2351 LUGONIA AVE	Annexation L3-A	$ 301.84
0292-033-11-0000	1101 N CALIFORNIA ST	Annexation L4-C	$ 6.00
0292-033-13-0000	1101 N CALIFORNIA ST	Annexation L12-H	$ 6.00
0292-034-16-0000	941 CALIFORNIA ST	Annexation L4-N	$ 6.00
0292-063-45-0000	1720 W REDLANDS BLVD	Annexation L10-C	$ 6.00
0292-064-13-0000	2094 W REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-17-0000	2098 W REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-21-0000	2046 REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-22-0000	2072 W REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-23-0000	2070 W REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-24-0000	2050 REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-25-0000	2068 W REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-26-0000	2062 REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-27-0000	2052 REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-152-39-0000	2015 PARK AVE	Annexation L10-B	$ 6.00
0292-153-24-0000	1915 REDLANDS BLVD	Annexation L5-A	$ 6.00
0292-153-25-0000	1911 REDLANDS BLVD	Annexation L5-A	$ 6.00
0292-153-26-0000	721 NEVADA ST	Annexation L5-A	$ 6.00
0292-153-27-0000	721 NEVADA ST	Annexation L5-A	$ 6.00
0292-154-12-0000	1991 PARK AVE	Annexation L8-D	$ 6.00
0292-156-21-0000	1717 PARK AVE	Annexation L4-V	$ 6.00
0292-157-16-0000	1625 W REDLANDS BLVD	Annexation L9-A	$ 6.00
0292-157-20-0000	560 IOWA ST	Annexation L12-J	$ 6.00
0292-157-31-0000	1615 REDLANDS BLVD	Annexation L5-G	$ 6.00
0292-158-15-0000	ALABAMA ST	Annexation L11-B	$ 6.00
0292-165-15-0000	1890 ORANGE AVE	Annexation L6-F	$ 6.00

City of Redlands
Landscape Maintenance District No. 1 - Appendix D
Fiscal Year 2024/25
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	CHARGE
0292-166-11-0000	1710 BARTON RD	Annexation L4-K	$ 6.00
0292-182-30-0000	614 ALABAMA ST	Annexation L4-T	$ 6.00
0292-182-31-0000	614 ALABAMA ST	Annexation L4-T	$ 6.00
0292-192-11-0000	301 TENNESSEE ST	Annexation L7-E	$ 6.00
0292-201-37-0000	141 KANSAS ST	Annexation L7-B	$ 6.00
0292-201-39-0000	125 KANSAS ST	Annexation L7-B	$ 6.00
0292-201-40-0000	210 BUSINESS CENTER CT	Annexation L7-B	$ 6.00
0292-202-17-0000	298 KANSAS ST	Annexation L10-A	$ 6.00
0292-202-18-0000	KANSAS ST	Annexation L10-A	$ 6.00
0292-251-10-0000	1280 ALABAMA ST	Annexation L12-G	$ 6.00
0292-310-07-0000	633 AMIGOS DR	Annexation L6-B	$ 6.00
0292-310-36-0000	617 AMIGOS DR	Annexation L7-F	$ 6.00
0292-321-10-0000	1981 W LUGONIA AVE	Annexation L4-G	$ 6.00
0292-331-15-0000	1910 ORANGE TREE LN	Annexation L5-E	$ 6.00
0292-331-16-0000	1902 ORANGE TREE LN	Annexation L5-E	$ 6.00
0292-341-17-0000	1751 PLUM LN	Annexation L12-I	$ 6.00
0292-341-24-0000	1711 PLUM LN	Annexation L11-A	$ 6.00
0292-341-25-0000	1741 PLUM LN	Annexation L11-A	$ 6.00
0292-351-08-0000	1806 ORANGE TREE LN	Annexation L11-C	$ 6.00
0292-381-08-0000	1653 PLUM LN	Annexation L6-G	$ 6.00
0292-441-11-0000	1230 INDIANA CT	Annexation L5-B	$ 6.00
0292-441-12-0000	1226 INDIANA CT	Annexation L5-B	$ 6.00
0292-441-13-0000	1222 INDIANA CT	Annexation L5-B	$ 6.00
0292-441-14-0000	1214 INDIANA CT	Annexation L5-B	$ 6.00
0292-441-15-0000	1210 INDIANA CT	Annexation L5-B	$ 6.00
0293-172-16-0000	1500 BARTON RD	Annexation L4-B	$ 27.00
0293-172-17-0000	1536 BARTON RD	Annexation L4-B	$ 27.00
0293-172-18-0000	1500 BARTON RD	Annexation L4-B	$ 6.00
0293-421-01-0000	1809 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-02-0000	1812 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-03-0000	1810 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-04-0000	1808 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-05-0000	1806 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-06-0000	1804 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-07-0000	1802 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-08-0000	1800 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-09-0000	1746 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-10-0000	1744 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-11-0000	1742 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-12-0000	1740 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-13-0000	1738 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-14-0000	1736 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-15-0000	1734 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-16-0000	1732 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-17-0000	1730 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-18-0000	1726 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-19-0000	1724 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-20-0000	1720 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-21-0000	1716 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-22-0000	1706 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-23-0000	1700 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-24-0000	1701 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-25-0000	1703 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-26-0000	1705 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-27-0000	1707 MORNING DOVE LN	Annexation L12-F	$ 6.00

City of Redlands
Landscape Maintenance District No. 1 - Appendix D
Fiscal Year 2024/25
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	CHARGE
0293-421-28-0000	1709 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-29-0000	1711 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-30-0000	1715 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-31-0000	1717 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-32-0000	1719 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-33-0000	1721 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-34-0000	1723 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-35-0000	1725 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-36-0000	1727 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-37-0000	1729 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-38-0000	1731 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-39-0000	1733 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-40-0000	1735 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-41-0000	1737 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-42-0000	1743 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-43-0000	1747 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-44-0000	1803 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-45-0000	1805 MORNING DOVE LN	Annexation L12-F	$ 6.00
0294-091-47-0000	SMILEY RIDGE	Annexation L5-F	$ 6.00
0294-091-48-0000	1821 SMILEY RIDGE	Annexation L5-F	$ 6.00
1212-041-01-0000	1021 E PIONEER AVE	Annexation L10-F	$ 6.00
1212-081-54-0000	1709 DEANNA	Annexation L1-B	$ 101.35
1212-081-55-0000	1711 DEANNA	Annexation L1-B	$ 101.35
1212-081-56-0000	1715 DEANNA	Annexation L1-B	$ 101.35
1212-081-57-0000	1719 DEANNA	Annexation L1-B	$ 101.35
1212-081-58-0000	1723 DEANNA	Annexation L1-B	$ 101.35
1212-081-59-0000	1727 DEANNA WY	Annexation L1-B	$ 101.35
1212-081-60-0000	1731 DEANNA	Annexation L1-B	$ 101.35
1212-081-61-0000	1712 DEANNA	Annexation L1-B	$ 101.35
1212-081-62-0000	1708 DEANNA	Annexation L1-B	$ 101.35
1212-141-01-0000	1009 DOYLE	Annexation L1-A	$ 92.57
1212-141-02-0000	1013 DOYLE	Annexation L1-A	$ 92.57
1212-141-03-0000	1017 DOYLE	Annexation L1-A	$ 92.57
1212-141-04-0000	1021 DOYLE	Annexation L1-A	$ 92.57
1212-141-05-0000	1025 DOYLE ST	Annexation L1-A	$ 92.57
1212-141-06-0000	1029 DOYLE	Annexation L1-A	$ 92.57
1212-141-07-0000	1033 DOYLE	Annexation L1-A	$ 92.57
1212-141-08-0000	1037 DOYLE AVE	Annexation L1-A	$ 92.57
1212-141-09-0000	1041 DOYLE	Annexation L1-A	$ 92.57
1212-141-10-0000	1045 DOYLE	Annexation L1-A	$ 92.57
1212-141-11-0000	1058 STICKNEY	Annexation L1-A	$ 92.57
1212-141-12-0000	1054 STICKNEY	Annexation L1-A	$ 92.57
1212-141-13-0000	1050 STICKNEY	Annexation L1-A	$ 92.57
1212-141-14-0000	1046 STICKNEY	Annexation L1-A	$ 92.57
1212-141-15-0000	1042 STICKNEY	Annexation L1-A	$ 92.57
1212-141-16-0000	1038 STICKNEY CIR	Annexation L1-A	$ 101.83
1212-141-17-0000	1034 STICKNEY	Annexation L1-A	$ 101.83
1212-141-18-0000	1030 STICKNEY DR	Annexation L1-A	$ 101.83
1212-141-19-0000	1026 STICKNEY CIR	Annexation L1-A	$ 101.83
1212-141-20-0000	1022 STICKNEY AVE	Annexation L1-A	$ 101.83
1212-141-21-0000	1018 STICKNEY	Annexation L1-A	$ 101.83
1212-141-22-0000	1014 STICKNEY	Annexation L1-A	$ 101.83
1212-141-23-0000	1010 STICKNEY	Annexation L1-A	$ 101.83
1212-141-24-0000	1006 STICKNEY	Annexation L1-A	$ 101.83
1212-141-25-0000	1007 STICKNEY	Annexation L1-A	$ 92.57

City of Redlands
Landscape Maintenance District No. 1 - Appendix D
Fiscal Year 2024/25
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	CHARGE
1212-141-26-0000	1011 STICKNEY	Annexation L1-A	$ 92.57
1212-141-27-0000	1015 STICKNEY	Annexation L1-A	$ 92.57
1212-141-28-0000	1019 STICKNEY	Annexation L1-A	$ 92.57
1212-141-29-0000	1023 STICKNEY	Annexation L1-A	$ 92.57
1212-141-30-0000	1027 STICKNEY	Annexation L1-A	$ 92.57
1212-141-31-0000	1031 STICKNEY	Annexation L1-A	$ 92.57
1212-141-32-0000	1032 DOYLE	Annexation L1-A	$ 92.57
1212-141-33-0000	1028 DOYLE	Annexation L1-A	$ 92.57
1212-141-34-0000	1024 DOYLE AVE	Annexation L1-A	$ 92.57
1212-141-35-0000	1020 DOYLE	Annexation L1-A	$ 92.57
1212-141-36-0000	1016 DOYLE	Annexation L1-A	$ 92.57
1212-141-37-0000	1012 DOYLE	Annexation L1-A	$ 92.57
1212-141-38-0000	1008 DOYLE	Annexation L1-A	$ 92.57
1212-141-39-0000	1601 DEANNA	Annexation L1-B	$ 111.48
1212-141-40-0000	1605 DEANNA	Annexation L1-B	$ 101.35
1212-141-41-0000	1609 DEANNA	Annexation L1-B	$ 101.35
1212-141-42-0000	1613 DEANNA	Annexation L1-B	$ 101.35
1212-141-43-0000	1617 DEANNA	Annexation L1-B	$ 101.35
1212-141-44-0000	1621 DEANNA	Annexation L1-B	$ 101.35
1212-141-45-0000	1625 DEANNA	Annexation L1-B	$ 101.35
1212-141-46-0000	1701 DEANNA	Annexation L1-B	$ 101.35
1212-141-47-0000	1705 DEANNA	Annexation L1-B	$ 101.35
1212-141-48-0000	1704 DEANNA WY	Annexation L1-B	$ 101.35
1212-141-49-0000	1700 DEANNA	Annexation L1-B	$ 101.35
1212-141-50-0000	1622 DEANNA	Annexation L1-B	$ 101.35
1212-141-51-0000	1618 DEANNA	Annexation L1-B	$ 101.35
1212-141-52-0000	1614 DEANNA	Annexation L1-B	$ 101.35
1212-141-53-0000	1606 DEANNA	Annexation L1-B	$ 101.35
1212-141-54-0000	1602 DEANNA	Annexation L1-B	$ 111.48
1212-191-60-0000	1572 GROVE ST	Annexation L4-W	$ 6.00
1212-191-61-0000	1588 GROVE ST	Annexation L4-W	$ 6.00
1212-191-62-0000	1564 GROVE ST	Annexation L4-W	$ 6.00
1212-191-63-0000	1560 GROVE ST	Annexation L4-W	$ 6.00
1212-191-64-0000	1556 GROVE ST	Annexation L4-W	$ 6.00
1212-191-65-0000	1552 GROVE ST	Annexation L4-W	$ 6.00
1212-191-66-0000	1548 GROVE ST	Annexation L4-W	$ 6.00
1212-191-67-0000	1544 GROVE ST	Annexation L4-W	$ 6.00
1212-191-68-0000	1540 GROVE ST	Annexation L4-W	$ 6.00
1212-191-69-0000	1536 GROVE ST	Annexation L4-W	$ 6.00
1212-191-70-0000	1541 KELLY AVE	Annexation L4-W	$ 6.00
1212-191-71-0000	1545 KELLY AVE	Annexation L4-W	$ 6.00
1212-191-72-0000	1549 KELLY AVE	Annexation L4-W	$ 6.00
1212-191-73-0000	1553 KELLY AVE	Annexation L4-W	$ 6.00
1212-191-74-0000	1557 KELLY AVE	Annexation L4-W	$ 6.00
1212-191-75-0000	1561 KELLY ST	Annexation L4-W	$ 6.00
1212-191-76-0000	1565 KELLY ST	Annexation L4-W	$ 6.00
1212-191-77-0000	1569 KELLY ST	Annexation L4-W	$ 6.00
1212-191-78-0000	1573 KELLY ST	Annexation L4-W	$ 6.00
1212-191-79-0000	1577 KELLY ST	Annexation L4-W	$ 6.00
1212-201-01-0000	1572 NELSON ST	Annexation L6-E	$ 6.00
1212-201-02-0000	1568 NELSON ST	Annexation L6-E	$ 6.00
1212-201-03-0000	1560 NELSON ST	Annexation L6-E	$ 6.00
1212-201-04-0000	1556 NELSON ST	Annexation L6-E	$ 6.00
1212-201-05-0000	1552 NELSON ST	Annexation L6-E	$ 6.00
1212-201-06-0000	1548 NELSON ST	Annexation L6-E	$ 6.00

City of Redlands
Landscape Maintenance District No. 1 - Appendix D
Fiscal Year 2024/25
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	CHARGE
1212-201-07-0000	1540 NELSON ST	Annexation L6-E	$ 6.00
1212-201-08-0000	1536 NELSON ST	Annexation L6-E	$ 6.00
1212-201-09-0000	1528 NELSON ST	Annexation L6-E	$ 6.00
1212-201-10-0000	1524 NELSON ST	Annexation L6-E	$ 6.00
1212-201-11-0000	1520 NELSON ST	Annexation L6-E	$ 6.00
1212-201-12-0000	1346 PARADISE WY	Annexation L6-E	$ 6.00
1212-201-13-0000	1343 PENNSYLVANIA AVE	Annexation L6-E	$ 6.00
1212-201-14-0000	1349 PENNSYLVANIA AVE	Annexation L6-E	$ 6.00
1212-201-15-0000	1350 PARADISE WY	Annexation L6-E	$ 6.00
1212-201-16-0000	1354 PARADISE WY	Annexation L6-E	$ 6.00
1212-201-17-0000	1521 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-18-0000	1525 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-19-0000	1529 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-20-0000	1533 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-21-0000	1537 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-22-0000	1541 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-23-0000	1545 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-24-0000	1549 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-25-0000	1553 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-26-0000	1557 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-27-0000	1561 MORIARTY ST	Annexation L6-E	$ 6.00

Summary Fields	Value
APN total count:	571
CHARGE total sum:	$ 28,784.34

ORDINANCE NO. 2970

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING FISCAL YEAR 2024/25 ANNUAL ASSESSMENTS FOR STREET LIGHTING MAINTENANCE DISTRICT NO. 1 IN ACCORDANCE WITH THE LIGHTING AND LANDSCAPING ACT OF 1972

WHEREAS, on September 19, 1989, City Council ordered the formation of Street Lighting District No. 1 (the "District"), pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982" (the "Act"); and

WHEREAS, the purpose of the District is to ensure satisfactory levels of funding for street lighting maintenance are provided. District assessments provide funding to generate funding for electricity to power street lights, labor, material, and equipment to replace burned out or damaged street light bulbs, and damaged street light poles for properties annexed into the district, and to provide administrative management of the District; and,

WHEREAS, on May 7, 2024, City Council approved Donald Young, One Stop Permit Center Manager, as the Assessment Engineer for the District and the Assessment Engineer, Mr. Young is responsible for the preparation of the Engineer's Report required to levy the annual assessment in accordance with the California Government Code; and,

WHEREAS, on June 4, 2024 City Council adopted Resolution No. 8543, preliminarily approving the Engineer's Report for the District; and,

WHEREAS, on June 4, 2024, City Council adopted Resolution No. 8544, setting June 18, 2024 as the Public Hearing date for consideration of levying Fiscal Year 2024/2025 assessments in accordance with the Lighting and Landscaping Act of 1972.

NOW, THEREFORE, the City Council of the City of Redlands, acting in its capacity as the legislative body of Street Lighting Maintenance District No. 1, ORDAINS as follows:

Section 1. The above recitals are all true and correct.

Section 2. By the passage of this Ordinance, the Council authorizes the levy of a special tax at a rate in accordance with the rate and method of apportionment set forth in the Engineer's Report for the District on file with City Clerk of the City of Redlands, incorporated by reference herein, being the rate and method of apportionment specified in the Resolution of Intention to Establish the District.

Section 3. Properties or entities of the state, federal or other local governments shall, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act, be exempt from the special tax.

Section 4. Only those properties identified in the Engineer's Report are subject to assessments of the District with assessment amounts as listed in Exhibit "A" attached hereto and incorporated by reference herein.

Section 5. All of the collections of the special tax shall be used as provided for in the Act and the Resolution of Formation.

Section 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes, as such procedure may be modified by law from time to time.

Section 7. The City Council hereby determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15061(b)(3) because this City Council determines that it can be seen with certainty that approval of this ordinance will have no direct or indirect impact on the physical environment, and that approval of this ordinance is not a "project" under CEQA as that term is defined in Public Resources Code section 21065.

Section 8. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 9. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

Section 10. The District Assessment Engineer is hereby authorized to transmit a certified copy of this ordinance and necessary documents to the San Bernardino County Assessor and Treasurer-Tax Collector, and to perform all other acts which are required by the Act, this ordinance, or by law in order to accomplish the purpose of this ordinance.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the _____day of _____2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

Appendix D from Engineer’s Report, Roll 2024

City of Redlands
Street Lighting District No. 1 - Appendix D
Fiscal Year 2024-2025
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0167-081-13-0000		Annexation S10-E	Zone 1 & 3	$13.76
0167-081-14-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-15-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-16-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-17-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-18-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-19-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-20-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-21-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-22-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-23-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-24-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-25-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-26-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-27-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-28-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-29-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-30-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-31-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-32-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-33-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-34-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-35-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-36-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-37-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-38-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-39-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-40-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-41-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-42-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-43-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-44-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-45-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-101-13-0000		Annexation S7-E	Zone 1 & 3	198.10
0167-231-19-0000		Annexation S1-D	Zone 3	20.05
0167-231-20-0000		Annexation S1-D	Zone 3	20.05
0167-231-21-0000		Annexation S1-D	Zone 3	20.05
0167-271-61-0000		Annexation S3-D	Zone 3	100.25
0167-851-39-0000		Annexation S5-B	Zone 1	14.05
0167-851-40-0000		Annexation S5-B	Zone 1	14.05
0167-851-41-0000		Annexation S5-B	Zone 1	14.05
0167-851-42-0000		Annexation S5-B	Zone 1	14.05
0167-851-43-0000		Annexation S5-B	Zone 1	14.05
0167-851-44-0000		Annexation S5-B	Zone 1	14.05
0167-851-45-0000		Annexation S5-B	Zone 1	14.05
0167-851-46-0000		Annexation S5-B	Zone 1	14.05
0167-851-47-0000		Annexation S5-B	Zone 1	14.05
0167-851-48-0000		Annexation S5-B	Zone 1	14.05
0167-851-49-0000		Annexation S5-B	Zone 1	14.05
0167-851-50-0000		Annexation S5-B	Zone 1	14.05
0167-851-51-0000		Annexation S5-B	Zone 1	14.05
0167-851-52-0000		Annexation S5-B	Zone 1	14.05
0167-851-53-0000		Annexation S5-B	Zone 1	14.05
0167-851-54-0000		Annexation S5-B	Zone 1	14.05

City of Redlands
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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0167-851-55-0000		Annexation S5-B	Zone 1	14.05
0167-851-56-0000		Annexation S5-B	Zone 1	14.05
0167-861-37-0000		Annexation S5-B	Zone 1	14.05
0167-861-38-0000		Annexation S5-B	Zone 1	14.05
0167-861-39-0000		Annexation S5-B	Zone 1	14.05
0167-861-40-0000		Annexation S5-B	Zone 1	14.05
0167-861-41-0000		Annexation S5-B	Zone 1	14.05
0167-861-42-0000		Annexation S5-B	Zone 1	14.05
0167-861-43-0000		Annexation S5-B	Zone 1	14.05
0167-861-44-0000		Annexation S5-B	Zone 1	14.05
0167-861-45-0000		Annexation S5-B	Zone 1	14.05
0167-861-46-0000		Annexation S5-B	Zone 1	14.05
0167-861-47-0000		Annexation S5-B	Zone 1	14.05
0167-861-48-0000		Annexation S5-B	Zone 1	14.05
0167-861-49-0000		Annexation S5-B	Zone 1	14.05
0167-861-50-0000		Annexation S5-B	Zone 1	14.05
0167-861-51-0000		Annexation S5-B	Zone 1	14.05
0167-861-52-0000		Annexation S5-B	Zone 1	14.05
0167-861-53-0000		Annexation S5-B	Zone 1	14.05
0167-861-54-0000		Annexation S5-B	Zone 1	14.05
0168-271-13-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-14-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-15-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-16-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-17-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-18-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-19-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-20-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-21-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-22-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-23-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-24-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-25-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-26-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-27-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-28-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-29-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-30-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-31-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-32-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-33-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-34-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-35-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-36-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-37-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-38-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-39-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-40-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-41-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-42-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-43-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-44-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-45-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-46-0000		Annexation S10-U	Zone 1, 3 & 4	14.32

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0168-271-47-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-48-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-731-01-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-02-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-03-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-04-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-05-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-06-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-07-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-08-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-09-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-10-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-11-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-12-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-13-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-14-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-15-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-16-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-17-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-18-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-19-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-20-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-21-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-22-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-23-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-24-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-25-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-01-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-02-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-03-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-04-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-05-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-06-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-07-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-08-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-09-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-10-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-11-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-12-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-13-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-14-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-15-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-16-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-17-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-18-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-19-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-20-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-21-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-22-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-23-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-24-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-25-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-26-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-27-0000		Annexation S10-C	Zone 1, 3 & 4	17.12

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0168-741-28-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-29-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-30-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-31-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-32-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-33-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-34-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-35-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-36-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-37-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-38-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-39-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-40-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-41-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-42-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-43-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-44-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-45-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-46-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-47-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-48-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-49-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-50-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-51-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-52-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-53-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-54-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-55-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-56-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-57-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-58-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-59-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-60-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-61-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-62-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-63-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-64-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-65-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-66-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-67-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-68-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-69-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-70-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-71-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-72-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-73-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-74-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-75-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-76-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-77-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-78-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-01-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-02-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-03-0000		Annexation S10-C	Zone 1, 3 & 4	17.12

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0168-751-04-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-05-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-06-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-07-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-08-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-09-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-10-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-11-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-12-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-13-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-14-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-15-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-16-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-17-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-18-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-19-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-20-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-21-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-22-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-23-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-24-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-25-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-26-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-27-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-28-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-29-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-30-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-31-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-32-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-33-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-34-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-35-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-36-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-37-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-38-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-39-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-40-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-41-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-42-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-43-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-44-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-45-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-46-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-47-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-48-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-49-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-50-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-51-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-52-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-53-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-54-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-55-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-56-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-771-01-0000		Annexation S10-H	Zone 1 & 4	15.27

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0168-771-02-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-03-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-04-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-05-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-06-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-07-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-08-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-09-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-10-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-11-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-12-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-13-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-14-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-15-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-16-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-17-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-18-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-19-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-20-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-21-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-22-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-23-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-24-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-25-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-26-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-27-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-28-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-29-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-30-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-31-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-32-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-33-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-34-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-35-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-36-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-37-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-38-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-39-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-40-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-41-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-42-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-43-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-44-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-45-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-46-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-47-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-48-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-49-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-50-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-01-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-02-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-03-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-04-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-05-0000		Annexation S10-H	Zone 1 & 4	15.27

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0168-781-06-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-07-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-08-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-09-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-10-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-11-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-12-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-13-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-14-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-15-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-16-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-17-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-18-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-19-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-20-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-21-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-22-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-23-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-24-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-25-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-26-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-27-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-28-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-29-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-30-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-31-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-32-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-33-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-34-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-01-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-02-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-03-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-04-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-05-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-06-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-07-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-08-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-09-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-10-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-11-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-12-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-13-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-14-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-15-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-16-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-17-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-18-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-19-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-20-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-21-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-22-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-23-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-24-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-25-0000		Annexation S10-H	Zone 1 & 4	15.27

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0168-791-26-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-27-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-28-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-01-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-02-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-03-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-04-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-05-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-06-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-07-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-08-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-09-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-10-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-11-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-12-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-13-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-14-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-15-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-16-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-17-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-18-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-19-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-20-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-21-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-22-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-23-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-24-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-25-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-26-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-27-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-28-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-29-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-30-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-31-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-32-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-33-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-34-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-35-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-36-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-37-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-38-0000		Annexation S10-H	Zone 1 & 4	15.27
0169-011-32-0000		Annexation S10-J	Zone 4	29.44
0169-011-33-0000		Annexation S10-J	Zone 4	29.44
0169-011-34-0000		Annexation S10-J	Zone 4	29.44
0169-011-35-0000		Annexation S10-J	Zone 4	29.44
0169-011-38-0000		Annexation S10-J	Zone 4	14.72
0169-011-39-0000		Annexation S10-J	Zone 4	14.72
0169-043-14-0000		Annexation S4-D	Zone 1	58.35
0169-053-12-0000		Annexation S1-L	Zone 3	20.05
0169-131-33-0000		Annexation S1-F	Zone 1	19.45
0169-142-11-0000		Annexation S1-I	Zone 3	20.05
0169-182-02-0000		Annexation S1-P	Zone 1	12.97
0169-182-03-0000		Annexation S1-P	Zone 1	12.97
0169-182-04-0000		Annexation S1-P	Zone 1	12.97

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0169-212-17-0000		Annexation S1-Y	Zone 3	60.15
0169-212-18-0000		Annexation S1-Y	Zone 3	20.05
0169-212-19-0000		Annexation S1-Y	Zone 3	20.05
0169-212-20-0000		Annexation S1-Y	Zone 3	40.10
0169-212-21-0000		Annexation S1-Y	Zone 3	80.20
0169-212-22-0000		Annexation S1-Y	Zone 3	60.15
0169-212-23-0000		Annexation S1-Y	Zone 3	20.05
0169-212-24-0000		Annexation S1-Y	Zone 3	20.05
0169-212-25-0000		Annexation S1-Y	Zone 3	20.05
0169-212-26-0000		Annexation S1-Y	Zone 3	20.05
0169-212-27-0000		Annexation S1-Y	Zone 3	20.05
0169-272-29-0000		Annexation S10-Q	Zone 1	65.48
0169-281-39-0000		Annexation S3-C	Zone 3	20.05
0169-281-45-0000		Annexation S10-Q	Zone 2	98.22
0169-281-46-0000		Annexation S10-Q	Zone 1	32.74
0169-301-08-0000		Annexation S4-G	Zone 4	7.01
0169-301-10-0000		Annexation S4-G	Zone 4	7.01
0169-301-11-0000		Annexation S4-G	Zone 4	7.01
0169-313-16-0000		Annexation S4-I	Zone 1	77.80
0169-321-01-0000		Annexation S3-A	Zone 3	40.10
0169-321-02-0000		Annexation S3-A	Zone 3	40.10
0169-343-07-0000		Annexation S1-T	Zone 3	20.05
0169-411-07-0000		Annexation S1-H	Zone 4	105.15
0170-481-20-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-21-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-22-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-23-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-24-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-25-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-26-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-27-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-28-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-29-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-30-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-31-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-32-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-33-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-34-0000		Annexation S10-F	Zone 1 & 4	17.28
0171-011-67-0000		Annexation S10-V	Zone 1	19.45
0171-161-17-0000		Annexation S7-A	Zone 3	181.54
0171-171-34-0000		Annexation S1-S	Zone 3	99.15
0171-202-30-0000		Annexation S4-C	Zone 3	40.10
0171-202-33-0000		Annexation S5-C	Zone 1	19.45
0171-203-13-0000		Annexation S6-B	Zone 1	38.90
0171-331-04-0000		Annexation S1-J	Zone 3	20.05
0171-332-30-0000		Annexation S7-D	Zone 1	38.90
0171-341-33-0000		Annexation S3-J	Zone 3	80.20
0171-383-19-0000		Annexation S1-E	Zone 3	20.05
0171-383-20-0000		Annexation S1-E	Zone 3	20.05
0171-431-05-0000		Annexation S10-P	Zone 3	120.30
0172-031-49-0000		Annexation S1-M	Zone 3	20.05
0172-091-24-0000		Annexation S10-G	Zone 1	26.93
0172-091-25-0000		Annexation S10-G	Zone 1	26.93
0172-091-26-0000		Annexation S10-G	Zone 1	26.93

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0172-091-27-0000		Annexation S10-G	Zone 1	26.93
0172-091-28-0000		Annexation S10-G	Zone 1	26.93
0172-091-29-0000		Annexation S10-G	Zone 1	26.93
0172-091-30-0000		Annexation S10-G	Zone 1	26.93
0172-091-31-0000		Annexation S10-G	Zone 1	26.93
0172-091-32-0000		Annexation S10-G	Zone 1	26.93
0172-091-33-0000		Annexation S10-G	Zone 1	26.93
0172-091-34-0000		Annexation S10-G	Zone 1	26.93
0172-091-35-0000		Annexation S10-G	Zone 1	26.93
0172-091-36-0000		Annexation S10-G	Zone 1	26.93
0172-121-03-0000		Annexation S8-A	Zone 3	20.05
0172-121-10-0000		Annexation S10-O	Zone 3	26.73
0172-121-11-0000		Annexation S10-O	Zone 3	26.73
0172-121-14-0000		Annexation S10-O	Zone 3	26.73
0172-301-14-0000		Annexation S4-A	Zone 4	25.24
0172-301-15-0000		Annexation S4-A	Zone 4	12.62
0172-301-16-0000		Annexation S4-A	Zone 4	12.62
0172-301-17-0000		Annexation S4-A	Zone 4	12.62
0172-301-18-0000		Annexation S10-B	Zone 1 & 4	23.48
0172-301-19-0000		Annexation S10-B	Zone 1 & 4	23.48
0172-301-20-0000		Annexation S10-B	Zone 1 & 4	23.48
0172-301-21-0000		Annexation S10-B	Zone 1 & 4	23.48
0172-301-22-0000		Annexation S10-B	Zone 1 & 4	23.48
0172-301-26-0000		Annexation S10-B	Zone 1 & 4	23.48
0173-251-21-0000		Annexation S10-N	Zone 3	60.15
0174-021-41-0000		Annexation S5-E	Zone 1	19.45
0174-021-42-0000		Annexation S5-E	Zone 1	19.45
0174-261-15-0000		Annexation S7-G	Zone 1	155.60
0174-281-33-0000		Annexation S9-B	Zone 1	14.59
0174-281-34-0000		Annexation S9-B	Zone 1	14.59
0174-281-35-0000		Annexation S9-B	Zone 1	14.59
0174-281-37-0000		Annexation S9-B	Zone 1	14.59
0174-621-01-0000		Annexation S1-N	Zone 1	19.45
0174-621-02-0000		Annexation S1-N	Zone 1	19.45
0174-621-03-0000		Annexation S1-N	Zone 1	19.45
0174-621-04-0000		Annexation S1-N	Zone 1	19.45
0174-621-05-0000		Annexation S1-N	Zone 1	19.45
0174-621-06-0000		Annexation S1-N	Zone 1	19.45
0174-621-07-0000		Annexation S1-N	Zone 1	19.45
0174-621-08-0000		Annexation S1-N	Zone 1	19.45
0174-621-09-0000		Annexation S1-N	Zone 1	19.45
0174-621-10-0000		Annexation S1-N	Zone 1	19.45
0174-621-11-0000		Annexation S1-N	Zone 1	19.45
0174-621-12-0000		Annexation S1-N	Zone 1	19.45
0174-621-13-0000		Annexation S1-N	Zone 1	19.45
0174-621-14-0000		Annexation S1-N	Zone 1	19.45
0174-621-15-0000		Annexation S1-N	Zone 1	19.45
0174-621-16-0000		Annexation S1-N	Zone 1	19.45
0174-621-17-0000		Annexation S1-N	Zone 1	19.45
0174-621-18-0000		Annexation S1-N	Zone 1	19.45
0174-621-19-0000		Annexation S1-N	Zone 1	19.45
0174-621-20-0000		Annexation S1-N	Zone 1	19.45
0174-621-21-0000		Annexation S1-N	Zone 1	19.45
0174-621-22-0000		Annexation S1-N	Zone 1	19.45

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0174-621-23-0000		Annexation S1-N	Zone 1	19.45
0174-621-24-0000		Annexation S1-N	Zone 1	19.45
0174-621-25-0000		Annexation S1-N	Zone 1	19.45
0174-621-26-0000		Annexation S1-N	Zone 1	19.45
0174-621-27-0000		Annexation S1-N	Zone 1	19.45
0174-621-28-0000		Annexation S1-N	Zone 1	19.45
0174-621-29-0000		Annexation S1-N	Zone 1	19.45
0174-621-30-0000		Annexation S1-N	Zone 1	19.45
0174-621-31-0000		Annexation S1-N	Zone 1	19.45
0174-621-32-0000		Annexation S1-N	Zone 1	19.45
0174-621-33-0000		Annexation S1-N	Zone 1	19.45
0174-621-34-0000		Annexation S1-N	Zone 1	19.45
0174-621-35-0000		Annexation S1-N	Zone 1	19.45
0174-631-01-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-02-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-03-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-04-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-05-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-06-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-07-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-08-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-09-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-11-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-12-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-13-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-14-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-15-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-16-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-17-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-18-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-19-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-20-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-21-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-22-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-23-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-24-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-25-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-26-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-27-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-28-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-29-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-30-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-31-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-32-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-33-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-34-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-35-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-37-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-38-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-39-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-40-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-41-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-42-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-43-0000		Annexation S10-A	Zone 1 & 3	25.19

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0174-631-44-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-45-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-46-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-47-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-48-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-49-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-50-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-51-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-52-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-53-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-54-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-55-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-56-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-57-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-58-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-63-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-64-0000		Annexation S10-A	Zone 1 & 3	25.19
0176-014-16-0000		Annexation S10-R	Zone 3	30.08
0176-014-17-0000		Annexation S10-R	Zone 3	30.08
0176-441-18-0000		Annexation S2-D	Zone 1	33.07
0176-441-19-0000		Annexation S2-D	Zone 1	33.07
0176-441-20-0000		Annexation S2-D	Zone 1	33.07
0176-441-21-0000		Annexation S2-D	Zone 1	33.07
0176-441-22-0000		Annexation S2-D	Zone 1	33.07
0176-441-23-0000		Annexation S2-D	Zone 1	33.07
0176-441-24-0000		Annexation S2-D	Zone 1	33.07
0176-441-25-0000		Annexation S2-D	Zone 1	33.07
0176-441-26-0000		Annexation S2-D	Zone 1	33.07
0176-441-27-0000		Annexation S2-D	Zone 1	33.07
0176-521-01-0000		Annexation S7-H	Zone 2	41.50
0176-521-02-0000		Annexation S7-H	Zone 2	41.50
0176-521-03-0000		Annexation S7-H	Zone 2	41.50
0176-521-04-0000		Annexation S7-H	Zone 2	41.50
0176-521-05-0000		Annexation S7-H	Zone 2	41.50
0176-521-06-0000		Annexation S7-H	Zone 2	41.50
0176-521-07-0000		Annexation S7-H	Zone 2	41.50
0176-521-08-0000		Annexation S7-H	Zone 2	41.50
0176-521-09-0000		Annexation S7-H	Zone 2	41.50
0176-521-10-0000		Annexation S7-H	Zone 2	41.50
0176-521-11-0000		Annexation S7-H	Zone 2	41.50
0176-521-12-0000		Annexation S7-H	Zone 2	41.50
0176-521-13-0000		Annexation S7-H	Zone 2	41.50
0176-521-18-0000		Annexation S7-H	Zone 2	41.50
0176-521-19-0000		Annexation S7-H	Zone 2	41.50
0176-521-20-0000		Annexation S7-H	Zone 2	41.50
0176-521-21-0000		Annexation S7-H	Zone 2	41.50
0176-521-22-0000		Annexation S7-H	Zone 2	41.50
0176-521-23-0000		Annexation S7-H	Zone 2	41.50
0176-521-27-0000		Annexation S7-H	Zone 2	41.50
0176-521-28-0000		Annexation S7-H	Zone 2	41.50
0176-521-29-0000		Annexation S7-H	Zone 2	41.50
0176-521-30-0000		Annexation S7-H	Zone 2	41.50
0176-521-31-0000		Annexation S7-H	Zone 2	41.50
0176-521-32-0000		Annexation S7-H	Zone 2	41.50

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0176-531-01-0000		Annexation S7-H	Zone 2	41.50
0176-531-02-0000		Annexation S7-H	Zone 2	41.50
0176-531-03-0000		Annexation S7-H	Zone 2	41.50
0176-531-07-0000		Annexation S7-H	Zone 2	41.50
0176-531-08-0000		Annexation S7-H	Zone 2	41.50
0176-531-09-0000		Annexation S7-H	Zone 2	41.50
0176-531-12-0000		Annexation S7-H	Zone 2	41.50
0176-531-13-0000		Annexation S7-H	Zone 2	41.50
0176-531-26-0000		Annexation S7-H	Zone 2	41.50
0176-531-18-0000		Annexation S7-H	Zone 2	41.50
0176-531-20-0000		Annexation S7-H	Zone 2	41.50
0176-531-21-0000		Annexation S7-H	Zone 2	41.50
0176-531-22-0000		Annexation S7-H	Zone 2	41.50
0176-531-24-0000		Annexation S7-H	Zone 2	41.50
0176-531-25-0000		Annexation S7-H	Zone 2	41.50
0292-032-39-0000		Original District	Zone 3	200.50
0292-032-40-0000		Original District	Zone 3	40.10
0292-032-41-0000		Original District	Zone 3	60.15
0292-032-42-0000		Original District	Zone 3	320.80
0292-033-11-0000		Annexation S1-C	Zone 4	231.33
0292-033-13-0000		Annexation S9-D	Zone 3	80.20
0292-034-16-0000		Annexation S1-O	Zone 3	20.05
0292-063-45-0000		Annexation S7-C	Zone 4	42.06
0292-064-13-0000		Annexation S3-H	Zone 4	84.12
0292-064-17-0000		Annexation S3-H	Zone 4	84.12
0292-064-21-0000		Annexation S3-H	Zone 4	84.12
0292-064-22-0000		Annexation S3-H	Zone 4	42.06
0292-064-23-0000		Annexation S3-H	Zone 4	42.06
0292-064-24-0000		Annexation S3-H	Zone 4	147.21
0292-064-25-0000		Annexation S3-H	Zone 4	42.06
0292-064-26-0000		Annexation S3-H	Zone 4	21.03
0292-064-27-0000		Annexation S3-H	Zone 4	21.03
0292-152-39-0000		Annexation S7-B	Zone 3	100.25
0292-153-24-0000		Annexation S2-A	Zone 3	80.20
0292-153-25-0000		Annexation S2-A	Zone 3	80.20
0292-153-26-0000		Annexation S2-A	Zone 3	40.10
0292-153-27-0000		Annexation S2-A	Zone 3	40.10
0292-153-28-0000		Annexation S10-I	Zone 1 & 4	59.43
0292-153-30-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-31-0000		Annexation S10-I	Zone 1 & 4	59.43
0292-153-32-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-33-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-34-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-35-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-36-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-37-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-38-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-39-0000		Annexation S10-I	Zone 1 & 4	79.24
0292-153-40-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-41-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-42-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-43-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-154-12-0000		Annexation S5-D	Zone 3	100.25
0292-154-22-0000		Annexation S10-K	Zone 1 & 4	80.96

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0292-154-23-0000		Annexation S10-K	Zone 1 & 4	19.45
0292-154-24-0000		Annexation S10-K	Zone 1 & 4	19.45
0292-154-25-0000		Annexation S10-K	Zone 1 & 4	19.45
0292-156-21-0000		Annexation S1-W	Zone 3	120.30
0292-157-16-0000		Annexation S6-A	Zone 4	189.27
0292-157-20-0000		Annexation S9-E	Zone 1	19.45
0292-157-31-0000		Annexation S2-H	Zone 4	21.03
0292-158-17-0000		Annexation S8-B	Zone 3	40.10
0292-165-15-0000		Annexation S3-F	Zone 3 & 4	222.51
0292-166-11-0000		Annexation S1-K	Zone 4	273.39
0292-182-30-0000		Annexation S1-U	Zone 4	21.03
0292-182-31-0000		Annexation S1-U	Zone 4	21.03
0292-192-11-0000		Annexation S4-E	Zone 4	231.33
0292-201-37-0000		Annexation S4-B	Zone 3	40.10
0292-201-39-0000		Annexation S4-B	Zone 3	47.57
0292-310-07-0000		Annexation S3-B	Zone 1	19.45
0292-310-36-0000		Annexation S4-F	Zone 1	38.90
0292-310-42-0000		Annexation S10-M	Zone 1	19.45
0292-321-10-0000		Annexation S1-G	Zone 4	105.15
0292-331-15-0000		Annexation S2-F	Zone 3	80.20
0292-331-16-0000		Annexation S2-F	Zone 3	80.20
0292-381-08-0000		Annexation S3-G	Zone 1	19.45
0292-441-11-0000		Annexation S2-B	Zone 3	12.03
0292-441-12-0000		Annexation S2-B	Zone 3	12.03
0292-441-13-0000		Annexation S2-B	Zone 3	12.03
0292-441-14-0000		Annexation S2-B	Zone 3	12.03
0292-441-15-0000		Annexation S2-B	Zone 3	12.03
0293-172-16-0000		Annexation S1-B	Zone 4	126.18
0293-172-17-0000		Annexation S1-B	Zone 4	126.18
0293-172-18-0000		Annexation S1-B	Zone 4	21.03
0293-421-01-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-02-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-03-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-04-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-05-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-06-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-07-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-08-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-09-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-10-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-11-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-12-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-13-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-14-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-15-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-16-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-17-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-18-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-19-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-20-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-21-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-22-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-23-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-24-0000		Annexation S9-A	Zone 1 & 4	4.50

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0293-421-25-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-26-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-27-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-28-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-29-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-30-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-31-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-32-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-33-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-34-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-35-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-36-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-37-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-38-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-39-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-40-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-41-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-42-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-43-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-44-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-45-0000		Annexation S9-A	Zone 1 & 4	4.50
0294-181-02-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-03-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-04-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-05-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-06-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-07-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-08-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-09-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-10-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-11-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-12-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-13-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-14-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-15-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-01-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-02-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-03-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-04-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-06-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-07-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-08-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-09-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-10-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-11-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-12-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-16-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-17-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-18-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-19-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-20-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-09-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-11-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-13-0000		Annexation S10-S	Zone 1 & 3	49.54

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0294-201-15-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-19-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-21-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-27-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-28-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-02-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-03-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-04-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-06-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-07-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-08-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-09-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-10-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-12-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-13-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-222-01-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-02-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-03-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-04-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-05-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-06-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-07-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-08-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-09-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-10-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-11-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-12-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-01-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-02-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-03-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-04-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-05-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-06-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-07-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-242-01-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-242-02-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-242-03-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-242-04-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-242-05-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-242-06-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-01-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-02-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-03-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-04-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-05-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-06-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-07-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-08-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-09-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-10-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-11-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-12-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-13-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-01-0000		Annexation S10-T	Zone 1 & 3	36.13

City of Redlands
Street Lighting District No. 1 - Appendix D
Fiscal Year 2024-2025
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0294-262-02-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-03-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-04-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-05-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-06-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-07-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-08-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-09-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-10-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-11-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-12-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-13-0000		Annexation S10-T	Zone 1 & 3	36.13
1212-021-01-0000		Annexation S10-D	Zone 1	16.94
1212-021-02-0000		Annexation S10-D	Zone 1	16.94
1212-021-03-0000		Annexation S10-D	Zone 1	16.94
1212-021-04-0000		Annexation S10-D	Zone 1	16.94
1212-021-05-0000		Annexation S10-D	Zone 1	16.94
1212-021-06-0000		Annexation S10-D	Zone 1	16.94
1212-021-07-0000		Annexation S10-D	Zone 1	16.94
1212-021-08-0000		Annexation S10-D	Zone 1	16.94
1212-021-09-0000		Annexation S10-D	Zone 1	16.94
1212-021-10-0000		Annexation S10-D	Zone 1	16.94
1212-021-11-0000		Annexation S10-D	Zone 1	16.94
1212-021-12-0000		Annexation S10-D	Zone 1	16.94
1212-021-13-0000		Annexation S10-D	Zone 1	16.94
1212-021-14-0000		Annexation S10-D	Zone 1	16.94
1212-021-15-0000		Annexation S10-D	Zone 1	16.94
1212-021-16-0000		Annexation S10-D	Zone 1	16.94
1212-021-17-0000		Annexation S10-D	Zone 1	16.94
1212-021-18-0000		Annexation S10-D	Zone 1	16.94
1212-021-19-0000		Annexation S10-D	Zone 1	16.94
1212-021-20-0000		Annexation S10-D	Zone 1	16.94
1212-021-21-0000		Annexation S10-D	Zone 1	16.94
1212-021-22-0000		Annexation S10-D	Zone 1	16.94
1212-021-23-0000		Annexation S10-D	Zone 1	16.94
1212-021-24-0000		Annexation S10-D	Zone 1	16.94
1212-021-25-0000		Annexation S10-D	Zone 1	16.94
1212-021-26-0000		Annexation S10-D	Zone 1	16.94
1212-021-27-0000		Annexation S10-D	Zone 1	16.94
1212-021-28-0000		Annexation S10-D	Zone 1	16.94
1212-021-29-0000		Annexation S10-D	Zone 1	16.94
1212-021-30-0000		Annexation S10-D	Zone 1	16.94
1212-021-31-0000		Annexation S10-D	Zone 1	16.94
1212-021-32-0000		Annexation S10-D	Zone 1	16.94
1212-021-33-0000		Annexation S10-D	Zone 1	16.94
1212-021-34-0000		Annexation S10-D	Zone 1	16.94
1212-021-35-0000		Annexation S10-D	Zone 1	16.94
1212-021-36-0000		Annexation S10-D	Zone 1	16.94
1212-021-37-0000		Annexation S10-D	Zone 1	16.94
1212-021-38-0000		Annexation S10-D	Zone 1	16.94
1212-021-39-0000		Annexation S10-D	Zone 1	16.94
1212-021-40-0000		Annexation S10-D	Zone 1	16.94
1212-021-41-0000		Annexation S10-D	Zone 1	16.94
1212-021-42-0000		Annexation S10-D	Zone 1	16.94

City of Redlands
Street Lighting District No. 1 - Appendix D
Fiscal Year 2024-2025
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
1212-021-43-0000		Annexation S10-D	Zone 1	16.94
1212-021-44-0000		Annexation S10-D	Zone 1	16.94
1212-021-45-0000		Annexation S10-D	Zone 1	16.94
1212-021-46-0000		Annexation S10-D	Zone 1	16.94
1212-021-47-0000		Annexation S10-D	Zone 1	16.94
1212-021-48-0000		Annexation S10-D	Zone 1	16.94
1212-021-49-0000		Annexation S10-D	Zone 1	16.94
1212-021-50-0000		Annexation S10-D	Zone 1	16.94
1212-021-51-0000		Annexation S10-D	Zone 1	16.94
1212-021-52-0000		Annexation S10-D	Zone 1	16.94
1212-021-53-0000		Annexation S10-D	Zone 1	16.94
1212-021-54-0000		Annexation S10-D	Zone 1	16.94
1212-021-55-0000		Annexation S10-D	Zone 1	16.94
1212-021-56-0000		Annexation S10-D	Zone 1	16.94
1212-021-57-0000		Annexation S10-D	Zone 1	16.94
1212-021-58-0000		Annexation S10-D	Zone 1	16.94
1212-021-59-0000		Annexation S10-D	Zone 1	16.94
1212-021-60-0000		Annexation S10-D	Zone 1	16.94
1212-021-61-0000		Annexation S10-D	Zone 1	16.94
1212-021-62-0000		Annexation S10-D	Zone 1	16.94
1212-041-01-0000		Annexation S7-F	Zone 1	77.80
1212-191-60-0000		Annexation S1-X	Zone 1	19.45
1212-191-61-0000		Annexation S1-X	Zone 1	19.45
1212-191-62-0000		Annexation S1-X	Zone 1	19.45
1212-191-63-0000		Annexation S1-X	Zone 1	19.45
1212-191-64-0000		Annexation S1-X	Zone 1	19.45
1212-191-65-0000		Annexation S1-X	Zone 1	19.45
1212-191-66-0000		Annexation S1-X	Zone 1	19.45
1212-191-67-0000		Annexation S1-X	Zone 1	19.45
1212-191-68-0000		Annexation S1-X	Zone 1	19.45
1212-191-69-0000		Annexation S1-X	Zone 1	19.45
1212-191-70-0000		Annexation S1-X	Zone 1	19.45
1212-191-71-0000		Annexation S1-X	Zone 1	19.45
1212-191-72-0000		Annexation S1-X	Zone 1	19.45
1212-191-73-0000		Annexation S1-X	Zone 1	19.45
1212-191-74-0000		Annexation S1-X	Zone 1	19.45
1212-191-75-0000		Annexation S1-X	Zone 1	19.45
1212-191-76-0000		Annexation S1-X	Zone 1	19.45
1212-191-77-0000		Annexation S1-X	Zone 1	19.45
1212-191-78-0000		Annexation S1-X	Zone 1	19.45
1212-191-79-0000		Annexation S1-X	Zone 1	19.45
1212-201-01-0000		Annexation S3-E	Zone 1	25.93
1212-201-02-0000		Annexation S3-E	Zone 1	25.93
1212-201-03-0000		Annexation S3-E	Zone 1	25.93
1212-201-04-0000		Annexation S3-E	Zone 1	25.93
1212-201-05-0000		Annexation S3-E	Zone 1	25.93
1212-201-06-0000		Annexation S3-E	Zone 1	25.93
1212-201-07-0000		Annexation S3-E	Zone 1	25.93
1212-201-08-0000		Annexation S3-E	Zone 1	25.93
1212-201-09-0000		Annexation S3-E	Zone 1	25.93
1212-201-10-0000		Annexation S3-E	Zone 1	25.93
1212-201-11-0000		Annexation S3-E	Zone 1	25.93
1212-201-12-0000		Annexation S3-E	Zone 1	25.93
1212-201-13-0000		Annexation S3-E	Zone 1	25.93

City of Redlands
Street Lighting District No. 1 - Appendix D
Fiscal Year 2024-2025
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
1212-201-14-0000		Annexation S3-E	Zone 1	25.93
1212-201-15-0000		Annexation S3-E	Zone 1	25.93
1212-201-16-0000		Annexation S3-E	Zone 1	25.93
1212-201-17-0000		Annexation S3-E	Zone 1	25.93
1212-201-18-0000		Annexation S3-E	Zone 1	25.93
1212-201-19-0000		Annexation S3-E	Zone 1	25.93
1212-201-20-0000		Annexation S3-E	Zone 1	25.93
1212-201-21-0000		Annexation S3-E	Zone 1	25.93
1212-201-22-0000		Annexation S3-E	Zone 1	25.93
1212-201-23-0000		Annexation S3-E	Zone 1	25.93
1212-201-24-0000		Annexation S3-E	Zone 1	25.93
1212-201-25-0000		Annexation S3-E	Zone 1	25.93
1212-201-26-0000		Annexation S3-E	Zone 1	25.93
1212-201-27-0000		Annexation S3-E	Zone 1	25.93
1212-431-02-0000		Annexation S9-F	Zone 3	100.25

Summary Fields	Value
APN total count:	987
CHARGE total sum:	$25,452.67

City Council Meeting **J. 1.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8604 approving Agreement 3CA06940 with the Department of Forestry and Fire Protection (Cal Fire) for wildland protection during fiscal year 2024-2025 for an amount not to exceed $285,677.10 (Fire Chief Sessler)

MOTION(S):

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

I move to adopt Resolution No. 8604 with the Department of Forestry and Fire Protection (Cal Fire) for wildland protection during fiscal year 2024-2025 for an amount not to exceed $285,677.10

RECOMMENDATION:

Staff recommends that City Council approve Resolution No. 8604 with the Department of Forestry and Fire Protection (Cal Fire) for supplemental fire resources such as helicopters, aircraft retardant drops, hand-crews, and unified command for wildland fire incidents for an amount not to exceed $285,677.10 during fiscal year 2024-2025.

DISCUSSION:

With the annexation of the area located south of Sunset Drive into the City of Redlands in 1990, the California Department of Forestry (CAL FIRE) and the City of Redlands entered into a Wildland Fire Protection Agreement. Since then, the agreement is reviewed, updated and approved annually. The agreement previously provided for the protection of 2,900 acres of wildland within the city. However, the coverage increased to 5,985 acres in fiscal year 2022. This widened the protection of the wildland areas affected. Specifically, CAL FIRE provides supplemental fire resources such as helicopters, aircraft retardant

drops, hand-crews, and unified command for wildland fire incidents. The agreement covers the period beginning July 1, 2024, to June 30, 2025, and requires annual amendments to reflect any changes in CAL Fire's costs for providing service. The annual cost for FY 2024-2025 is $285,677.10. The agreement allows for a more predictable fire suppression cost, considering that just one moderate vegetation fire could result in significant suppression costs associated with the utilization of highly specialized equipment, materials, and the costs of command staff and personnel.

ALTERNATIVES:

City Council may choose to deny approval of the Wildland Fire Protection Agreement.

STRATEGIC PLAN:

Priority B - Public Health and Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year:	2024-2025
Revenue Generating:	N
Appropriation Required Y/N:	N

Discussion:

The total cost for services under the Wildland Fire Protection Agreement from Cal Fire for fiscal year 2024-2025 is $285,677.10. This cost includes a per acre rate of $42.58 per acre plus an administrative rate of 12.10%. The total cost has been budgeted in the Fire Department's FY 24/25 budget.

Attachments

Resolution for Wildland Agreement

Wildland Agreement 3CA06940

RESOLUTION NO. 8604

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING THE AGREEMENT WITH THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CALFIRE) FOR WILDLAND PROTECTION SERVICES DURING FISCAL YEAR 2024/2025.

WHEREAS, the City wishes to approve an agreement with the Department of Forestry and Fire Protection (CALFIRE) for wildland protection services in order to protect the public health and safety from wildfires with supplemental fire resources from CALFIRE such as helicopters, aircraft retardant drops, hand-crews, and unified command for wildland fire incidents.

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

Section 1. The City of Redlands does hereby approves the agreement with the California Department of Forestry and Fire Protection (CALFIRE) dated June 18th, 2024 (Contract # 3CA06940) attached hereto as Exhibit "A". This agreement provides Wildland Protection during the State fiscal year 2024/2025.

Section 2. The Mayor of the City of Redlands is hereby authorized to sign and execute said agreement on behalf of the City of Redlands.

ADOPTED, SIGNED AND APPROVED ON this 18th day of June 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly approved by the City Council at a regular meeting thereof held on the 18th day of June 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

AGREEMENT FOR PROTECTION OF WILDLANDS
WITHIN LOCAL AGENCY RESPONSBILITY AREA

STATE OF CALIFORNIA

COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT

LG-W REV 1/2024

AGREEMENT NUMBER	**3CA06940**
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Redlands

2. The term of this Agreement is: July 1, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: $ 285,677.10
Two Hundred Eighty Five Thousand, Six Hundred Seventy Seven Dollars, and Ten Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	2	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C* – General Terms and Conditions; DGS GTC Version: 04/2017	0	pages
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	1	pages
Exhibit E – Additional Provisions	6	pages

*Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.
General Terms and Conditions can be viewed at: http://www.dgs.ca.gov/ols

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY		***California Department of General Services Use Only***
LOCAL AGENCY'S NAME City of Redlands		
BY *(Authorized Signature)* ✍	DATE SIGNED*(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Forestry and Fire Protection		
BY *(Authorized Signature)* ✍	DATE SIGNED*(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Nathan Barcklay, Assistant Deputy Director, Cooperative Fire		
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460		

EXHIBIT A

COOPERATIVE FIRE PROGRAMS

AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

1. The project representatives during the term of this Agreement will be:

CAL FIRE Unit Chief:		Local Agency:	City of Redlands
Name:	Shane Littlefield	Name:	Rich Sessler
Phone:	(909) 881-6900	Phone:	(909) 798-7600
Fax:	(909) 881-6969	Fax:	(909) 798-7602

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Shane Littlefield	Local Agency:	City of Redlands
Section/Unit:	Sab Bernardino Unit	Section/Unit:	
Attention:	Alison Hesterly	Attention:	Rich Sessler
Address:	3800 N. Sierra Way San Bernardino, CA 92405	Address:	PO Box 3005 Redlands, CA 92373-1505
Phone:	(909) 881-6900	Phone:	(909) 798-7600
Fax:	(909) 881-6969	Fax:	(909) 798-7602

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

2. AUTHORIZATION

This Agreement is entered into this 1st day of July, 2024, by and between the State of California, hereinafter called STATE and the City of Redlands, County of San Bernardino, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word “Contractor” that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

3. SCOPE OF WORK

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 5985 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

4. SERVICES BY STATE

A. STATE shall provide wildland fire protection for the areas defined in the above section.

B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.

C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

5. ADMINISTRATION

A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.

B. STATE response will be subject to availability of resources.

C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.

D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

6. MUTUAL AID

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

7. ENTIRE AGREEMENT

This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.

EXHIBIT B

BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

1. Invoicing and Payment:

A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of $42.58 per acre, plus an 12.10% administrative charge for a total of $285,677.10 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.

B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.

C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

2. Budget Contingency Clause

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Cancellation

Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

2. Audit

If the Agreement is over $10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

3. Operating Plan

Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached after Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. Extension of Agreement

Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

5. Modification

This Agreement may be amended at any time by written mutual consent of the parties hereto.

6. Indemnification

Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

EXHIBIT E

ADDITIONAL PROVISIONS

Attachments

☒ Budget Plan

☒ Topographic Map

☒ Operating Plan

☐ Annual Report

LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

Program Cost Account (PCA #) **39002**

THIS IS THE BUDGET PLAN FOR THE LOCAL RESPONSIBILITY AREA (LRA)
WILDLAND FIRE PROTECTION REIMBURSEMENT AGREEMENT BETWEEN THE
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)
AND THE CITY/TOWN OF Redlands **A LOCAL AGENCY**
FOR THE 2024/2025 FISCAL YEAR

AGREEMENT COST CALCULATIONS:

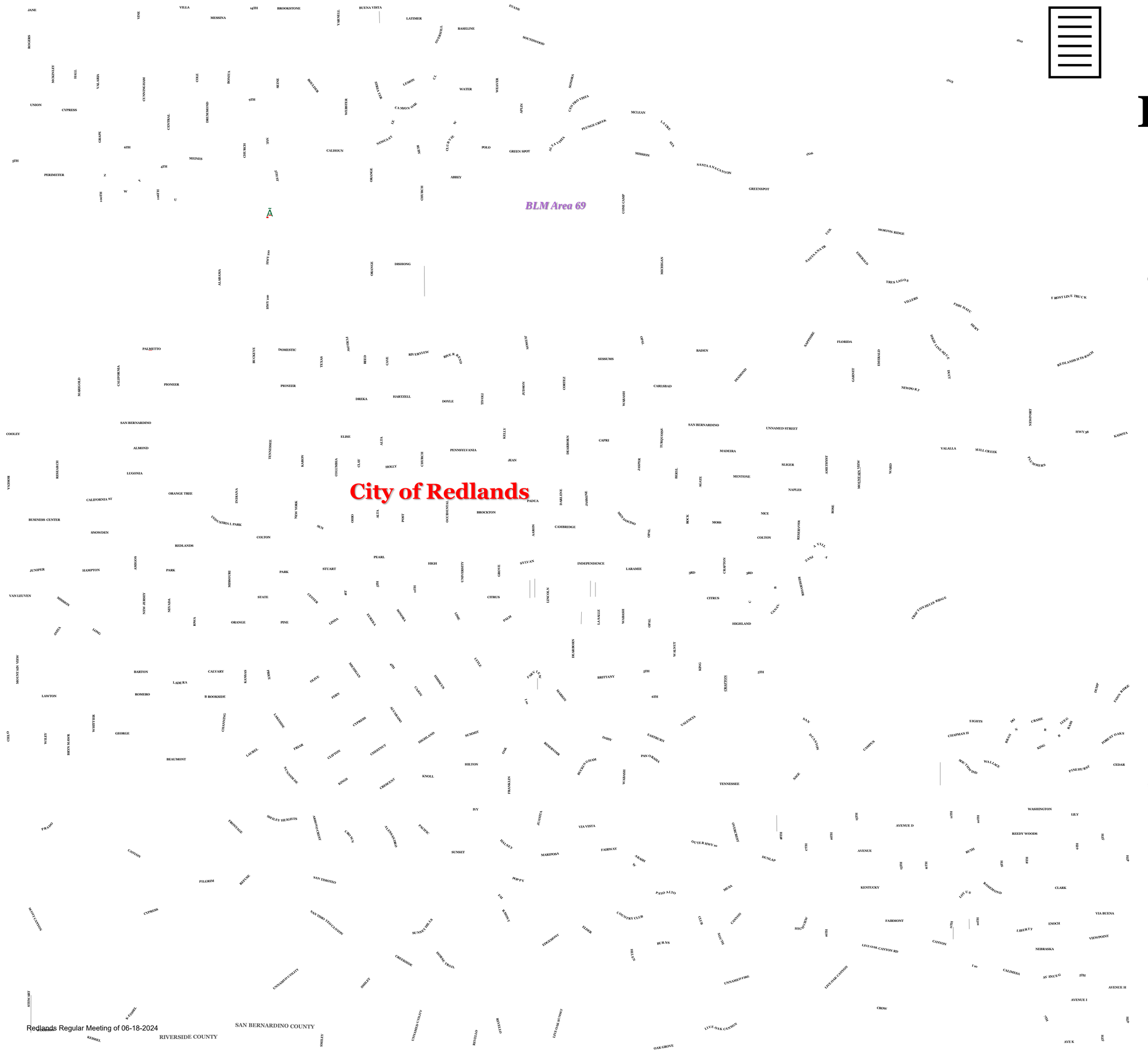
Number of Acres 5985

General Fund Reimbursement	$ 18.62	$ 111,440.70
Unit Budget	$ 23.96	$ 143,400.60
Sub-Total		$ 254,841.30
Admin Rate	12.10%	$ 30,835.80
Total Protection Cost		**$ 285,677.10**

Comments Section:

City of Redlands

Wildland Protection Agreement (WPA)



0 0.5 1 2 Miles

Misc. Symbology

County Line

City of Redlands

Water Features

BLM Area 69

CAL FIRE MTZ

Direct Protection Area (DPA)

State DPA

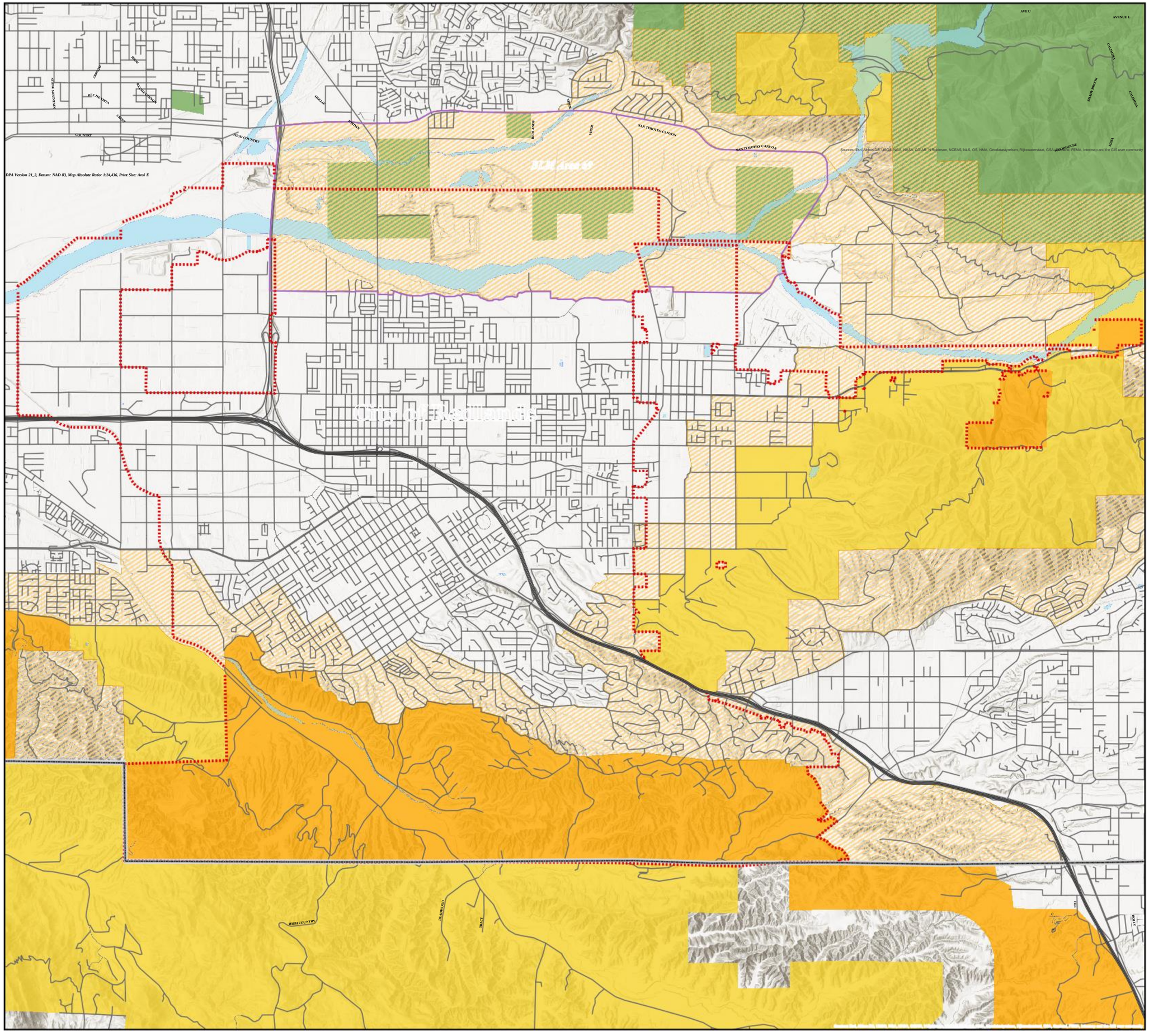
Federal DPA

Local DPA

CAL FIRE WPA

WPA: 5985 Acres

CONTRACT# 3CA06940 p.9



Elizabeth A. Smith
CAL FIRE San Bernardino Unit
Prepared on: July 1, 2021

REDLANDS WILDLAND CONTRACT AREA OPERATIONAL PLAN

Between

CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION (CAL FIRE), San Bernardino Unit,

And

REDLANDS FIRE DEPARTMENT

Purpose

The purpose of this operating plan is to increase and/or enhance the fire ground operations within the California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Redlands Wildland Contract area including mutual threat zones. This plan would allow responding agencies to pre-designate the Unified Ordering point, VHF Radio Frequencies, establishment of a Unified Command structure for wildland fires in the contract area.

Proposal

1. The proposed plan is to:
    a. Suppress Wildland fires within the contract area and/or mutual threat zone.
2. Area involved;
    a. See attached map, Redlands Wildland Contract area inclusive of mutual threat zones.

Procedures

1. Regardless of which agency Company Officer is on scene of the incident first, the first arriving Company Officer shall;
    a. Assume command,
    b. Establish jurisdiction,
    c. Determine threats with potential,
    d. Provide a report on conditions,
    e. Formulate and effect a plan of action,
    f. Prioritize control objectives,
    g. Life, Property and Natural Resources,
    h. Request additional resources as appropriate,
    i. Establish the Unified Ordering Point.
2. The Unified Ordering Point shall be the California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Emergency Command Center (BDCC).
3. Regardless of which agency Chief Officer is on scene of the incident first;

a. The first arriving Chief Officer will transition command from the initial attack incident commander.
b. Announce and assume command.
c. Establish an Incident Command Post.

4. Wildland fires will be managed via Unified Command structure affording all agencies with jurisdictional responsibility to establish a common set of objectives and strategies.
5. Common communications shall be established utilizing the FIRESCOPE Statewide channel plan with the following VHF frequencies.
   a. Command
      i. Common command frequency assigned by the BDCC
   b. Tactical
      ii. Common tactical frequencies assigned by the BDCC
   c. Air to Ground
      iii. Common air to ground frequencies assigned by the BDCC
   d. Note: California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Emergency Command Center (BDCC) will make every effort to assign VHF frequencies utilizing the pre-designated frequency chart below.

VHF FREQUENCIES			
BDU L1	151.4450	159.3900	BDU LOCAL 1
CDF C1	151.3550	159.3000	CDF COMMAND 1
CDF C2	151.2650	159.3300	CDF COMMAND 2
CDF C3	151.3400	159.3450	CDF COMMAND 3
CDF T5	151.2500	151.2500	CDF TAC 5
CDF T8	151.3700	151.3700	CDF TAC 8
CDF A/G	151.2200	151.2200	CDF AIR TO GND NET
VFIRE22	154.2650	154.2650	VFIRE22
VFIRE23	154.2950	154.2950	VFIRE23

6. Wildland fires in jurisdictions outside of the Redlands Wildland Contract area that are deemed an immanent threat to Redlands Wildland Contract area or mutual threat zone:
   a. Immediate notification will be made to BDCC. BDCC will in turn notify Redlands Fire Department via San Bernardino County Communications Center (XBOC).
7. For Wildland fires originating in the Redlands Wildland Contract area or mutual threat zone, Cal Fire will dispatch resources based on the Low, Medium or High dispatch levels, as well as by the closest resource concept. Additional resources may be responded based upon initial reports.

RESPONSE LEVELS			
STATE RESOURCES	HIGH	MEDIUM	LOW
Engines	5	4	2
Dozers	1	1	-
Crews	2	2	-

Helicopter	1	1	-
Air Tanker	2	-	-
Air Attack	1	-	-
Battalion Chief	1	1	1

Repair of Fire Suppression Damage

1. The nature of fire and other emergency activity work invites accidents, injuries, and general confusion. In addition, fire control forces may take actions that are reasonably necessary to control a fire or other emergency but which are damaging to property. Such actions will be considered reasonable and proper if good judgment is used by responsible personnel according to the conditions that exist at the time of the action. CAL FIRE is not obligated or authorized to make actual expenditures or efforts to repair or replace private property.
2. Advise those claimants who insist upon taking formal action to correspond with the Secretary, State Board of Control, P.O. Box 3035, 926 J Street, Suite 300, Sacramento, 5814. The claimant may be supplied by the Board of Control with a copy of form STD 275, entitled, Damage Claims Against the State of California.

Fire Information

1. Joint fire information dissemination as determined and approved by the Unified Incident Commanders.

General Procedures

1. Plan to be reviewed and updated as necessary prior to June 30th.

Administrative listings

1. California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Head Quarters 3800 N. Sierra Way San Bernardino, CA 92406. (909) 881-6900.
2. Redlands Fire Department 35 Cajon St # 12 Redlands, CA 92373-4746 (909) 798-7600

City Council Meeting **J. 2.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Fire Department's continued membership in the CONFIRE Joint Use Authority for Fiscal Year 2024-2025 and pay associated annual fees in an amount not to exceed $843,957 (Fire Chief Sessler)

MOTION(S):

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

I move to approve the Fire Department's continued membership with the CONFIRE Joint Use Authority and pay the associated annual fees in an amount not to exceed $843,957.

RECOMMENDATION:

Staff recommends that the City Council approve the Redlands Fire Department's continued membership with the CONFIRE Joint Use Authority and pay the associated annual fees in an amount not to exceed $843,957.

DISCUSSION:

In August 1990, the City Council formally approved the membership of the Redlands Fire Department to join the cities of Colton, Loma Linda, Rialto, and the County of San Bernardino Consolidated Fire Agency to form CONFIRE. The primary function of CONFIRE is to provide for a secondary public safety answering point for 9-1-1 services, fire/emergency medical dispatching, and information technology support. While the CONFIRE Joint Use Authority (JPA) agreement will apply until such time as the City of Redlands elects to discontinue participation, staff requires authorization to pay the associated fees. The annual service fee for Fiscal Year 2024-2025 is $843,957.

ALTERNATIVES:

Not authorize the continuance of the Redlands Fire Department as a member of the CONFIRE Joint Use Authority.

STRATEGIC PLAN:

Priority B - Public Health and Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year:	2024-2025
Revenue Generating:	N
Appropriation Required Y/N:	N

Discussion:

The Confire JPA total annual fee for Fiscal Year 2024-2025 is $843,957. Funding has been budgeted in the FY 2024-2024 Fire Department Budget to cover this cost.

Attachments

Agency Membership Fees

CONFIRE REVENUE SUMMARY FY 2024-25

Department / District	% of Call Volume 2023	Agency Revenue for Operating Fund (5008)	Total Equipment Replacement (5009)	FY 2024-25 Total Operating & Equipment Costs	5% Contract Chrg. of Total Oper. Costs/ Membership Fees (SB) (5011)	FY 2025 Total AR from Agency	% of Change FY 2024 to FY2025
Apple Valley	5.11%	722,317	24,552	746,869		$ 746,869	0%
Big Bear (Contract)	1.45%	245,953	8,071	254,024	12,701	$ 266,725	-7%
Chino Valley	5.39%	806,000	26,218	832,218		$ 832,218	3%
Colton	3.02%	524,276	51,324	575,600		$ 575,600	-2%
Loma Linda	1.78%	328,796	22,415	351,211		$ 351,211	12%
Montclair (Contract)	1.93%	277,780	9,479	287,259	14,363	$ 301,622	7%
Rancho Cucamonga	7.39%	1,056,185	35,682	1,091,867		$ 1,091,867	5%
Redlands	4.77%	788,868	55,089	843,957		$ 843,957	6%
Rialto	4.81%	818,659	58,820	877,479		$ 877,479	0%
Running Springs (Contract)	0.25%	53,377	1,531	54,908		$ 54,908	13%
San Bernardino County Fire	53.35%	7,007,978	252,667	7,260,645		$ 7,260,645	0%
San Manuel (Contract)	0.79%	146,182	4,418	150,600	7,530	$ 158,130	12%
Victorville	9.53%	1,306,483	45,808	1,352,291	114,505	$ 1,466,796	8%
Baker Ambulance (Contract)	0.30%	36,799	1,439	38,238	1,912	$ 40,150	-5%
County Road Dept (Contract)	0.12%	14,562	569	15,131	757	$ 15,888	18%
TOTAL REVENUE	100.00%	$ 14,134,215	$ 598,082	$ 14,732,297	$ 151,767	$ 14,884,064	2%

City Council Meeting **J. 3.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Fiscal Year 24/25 Municipal Utilities and Engineering Department Annual Purchase Orders for a total encumbered amount not-to-exceed $4,130,000.00 (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 the Fiscal Year 24/25 Municipal Utilities and Engineering Department Annual Purchase Orders is exempt from environmental review pursuant to section 15301 of the State's guidelines implementing the California Environmental Quality Act; and

2. I further move to approve the Fiscal Year 24/25 Municipal Utilities and Engineering Department Annual Purchase Orders as itemized in the staff report for a total encumbered amount not-to-exceed $4,130,000.00

RECOMMENDATION:

Staff recommends City Council determine that approval of the Fiscal Year 24/25 Municipal Utilities and Engineering Department Annual Purchase Orders is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act, and approve the Fiscal Year 24/25 Municipal Utilities and Engineering Department Annual Purchase Orders.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) operates and maintains water and wastewater utility infrastructure and facilities throughout the City's service area, including eighteen (18) water reservoirs, forty-five (45) potable and non-potable groundwater wells, thirty-eight (38) booster pumps, two (2) surface water treatment plants, one (1) wastewater treatment plant, one (1) sewer lift station, percolation ponds, and hundreds of miles of pipelines. The use of annual purchase orders are fundamental for supporting MUED's operational resilience, sustainability, and regulatory compliance. Annual purchase orders with valued partners streamline procurement processes, ensuring seamless access to supplies, equipment, and services that are used frequently.

In accordance with the City's purchasing policy, staff recommends City Council approval of Fiscal Year 24/25 MUED Annual Purchase Orders with: ABBA, Airgas, Brax, CED, Cintas, Core & Main, CS-AMSCO, D & H Water Systems, Ferguson, Dukes Root Control, Evantec, Golden Bell, Grainger, HACH, HASA, Heat Transfer, Herc, IDEXX, JCI, McMaster Carr, Pacific Parts, Pacific Star, Pennco, Phenix, Plumbers Depot, Polydyne, Rockwell Engineering, Solenis, Sulzer, Thermo Electron, Unison, USALCO, Veolia, Vaughan's Industrial Repair, and Vulcan DBA Calmat.

A. Cintas
MUED will leverage "Omnia Partners, Public Sector" cooperative purchasing contract for garment rental services and other items covered in the agreement, which includes an average discount of twenty percent (20%) for all purchases.

C. Grainger
MUED will leverage "Omnia Partners, Public Sector" cooperative purchasing contract for Janitorial Equipment & Supplies, Sanitation Cleaning Chemicals & Supplies, Fasteners, Material Handling, Plumbing, Power Sources, Outdoor Garden, Lamps & Lighting and Ballasts, Heating Ventilation Air Conditioning (HVAC), Hand Tools, Power Tools, Electrical, paint, Security, and Safety products under the NASPO Valuepoint Master Agreement, which includes a discount range of eleven percent to twenty-three percent (11% - 23%) for all purchases.

D. Herc
MUED will leverage "Omnia Partners, Public Sector" cooperative purchasing contract for equipment rentals and related products and services, which includes an average discount of ten percent (10%) for all purchases.

These annual purchase orders, which are included in the Fiscal Year 24/25 MUED budget and will be encumbered for a total not-to-exceed total amount of $4,130,000.00 as described in the chart below.

Vendor	Not to Exceed Amount	Water (W)	Wastewater (WW)	Agreement/Bid, Extension, Sole Source, OMNIA
Consolidated Electrical Distributors (Electrical Components)	$50,000.00	$45,000.00	$5,000.00	Bid
Core & Main (W/WW Treatment Plant Supplies)	$170,000.00	$145,000.00	$25,000.00	Bid
D & H Water Systems (McCrometer Meters & Supplies)	$30,000.00	$30,000.00	$0.00	Bid
Evantec (Joint Utilities Laboratory Consumables & Supplies)	$90,000.00	$45,000.00	$45,000.00	Bid
HASA (Sodium Hypochlorite Mini Bulk 12.5% Water)	$125,000.00	$125,000.00	$0.00	Bid
JCI (C12 Gas)	$75,000.00	$75,000.00	$0.00	Bid
JCI (Sodium Hypochlorite 12.5% W/WW)	$535,000.00	$85,000.00	$450,000.00	Bid
McMaster Carr (W/WW Facility Parts & Supplies)	$98,500.00	$58,500.00	$40,000.00	Bid
Pacific Parts (Industrial Automation & Controls)	$85,000.00	$45,000.00	$40,000.00	Bid

Northwest Chemical DBA Pacific Star (Sodium Hydroxide 50%)	$25,000.00	$25,000.00	$0.00	Bid
Northwest Chemical DBA Pacific Star (Citric Acid)	$100,000.00	$0.00	$100,000.00	Bid
Pennco (Ferric Chloride)	$180,000.00	$0.00	$180,000.00	Bid
Solenis (Water 3 Polymer Chemicals)	$65,000.00	$65,000.00	$0.00	Bid
USALCO (Aluminum Chlorohydrate ACH 50% Water)	$150,000.00	$150,000.00	$0.00	Bid
Vulcan (Cold Mix) (Aggregate Sand & Base)	$145,000.00	$145,000.00	$0.00	Bid
ABBA	$60,000.00	$0.00	$60,000.00	Sole Source
Airgas	$41,500.00	$24,000.00	$17,500.00	Sole Source
Brax	$65,000.00	$0.00	$65,000.00	Sole Source
CS-AMSCO	$35,000.00	$0.00	$35,000.00	Sole Source
Dukes	$60,000.00	$0.00	$60,000.00	Sole Source
Heat Transfer	$40,000.00	$0.00	$40,000.00	Sole Source
Ferguson	$480,000.00	$480,000.00	$0.00	Sole Source
Golden Bell	$65,000.00	$0.00	$65,000.00	Sole Source
Hach	$125,000.00	$0.00	$125,000.00	Sole Source
IDEXX	$31,000.00	$28,000.00	$3,000.00	Sole Source
Phenix	$55,000.00	$55,000.00	$0.00	Sole Source
Plumbers Depot	$160,000.00	$50,000.00	$110,000.00	Sole Source
Polydyne	$200,000.00	$0.00	$200,000.00	Sole Source
Rockwell Engineering	$60,000.00	$0.00	$60,000.00	Sole Source
Sulzer	$170,000.00	$135,000.00	$35,000.00	Sole Source
Thermo Electron	$42,000.00	$21,000.00	$21,000.00	Sole Source
Unison	$140,000.00	$0.00	$140,000.00	Sole Source
Vaughan’s Industrial Repair	$35,000.00	$0.00	$35,000.00	Sole Source
Veolia WTS	$60,000.00	$35,000.00	$25,000.00	Sole Source
Cintas	$80,500.00	$42,500.00	$38,000.00	OMNIA
Grainger	$111,500.00	$87,000.00	$24,500.00	OMNIA

Herc	$90,000.00	$50,000.00	$40,000.00	OMNIA

In accordance with the city's purchasing policy and for greater transparency, staff recommends approval of these purchase orders, which also include purchase orders less than or equal to the $50,000 purchase authority threshold per Municipal Code Section 2.16.160. Staff recently issued RFB's for various products and services in March and April 2024. The City Clerk received bids for the following commodities: laboratory services, electrical components and repairs, industrial automation and controls, meter and supplies, meter accuracy testing, washed utility sand and crushed aggregate base, facility replacement parts and supplies, and water and wastewater treatment plant chemicals. Staff evaluated the bids **(Attachments A-K)** to prepare a recommendation to purchase products and services from the lowest responsive and responsible bidders.

The bid documents allow vendors to indicate if an extension of terms and conditions for upcoming fiscal years will be honored, as outlined in the agreement's performance of services. This offer is mutually agreed upon following receipt of vendors' acknowledgment to accept the extension. For Fiscal Year 24/25, three (3) vendors indicated they are willing to extend current terms and conditions. City Council approval extends these annual purchase orders through Fiscal Year 24/25. In accordance with the city's purchasing policy, sole or single source purchases exceeding $30,000 require City Council approval. These purchases are warranted because the vendor is the sole-authorized distributor or manufacturer. Purchasing from another vendor would void the manufacturer's warranty due to the product's unique or specialized properties or specifications. The vendor's product has been standardized for use, ensuring compatibility and efficiency across MUED's operations.

Approval of the annual purchase orders is exempt from environmental review pursuant to Section 15301 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:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Ashley Rosario, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 24/25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	2,046,000
Budgeted Y/N:	Y
Account No.:	501900

Discussion:
There is no fiscal impact associated with this action. Sufficient funding for these purchases is included in the Fiscal Year 24/25 Water Service Fund (501900).

Fiscal Year:	FY 24/25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	2,084,000
Budgeted Y/N:	Y
Account No.:	521900

Discussion:
There is no fiscal impact associated with this action. Sufficient funding for these purchases is included in the Fiscal Year 24/25 Wastewater Service Fund (521900).

Attachments

_A_Summary_of_MUED_Annual_POs_2024-2025

A.) Bid Report - Industrial Automation & Controls

RFB Pacific Parts

C.) Bid Report & Bid Analysis- Electrical Components & Materials

Line Items CED

D.) Bid Report & Bid Analysis - Water Wastewater Treatment Plant Supplies

Line items Core & Main

E.) Bid Report & Bid Analysis - McCrometer Meters & Supplies

Line Items D & H

F.) Bid Report & Bid Analysis - Joint Utilities Laboratory Consumables Supplies.pdf

Line Items Evantec

G.) Bid Report & Bid Analysis - Water & Wastewater Treatment Plant Chemicals.pdf

H.) Polymer Performance Testing Chemicals 2024

Line Items JCI

Line Items Northstar DBA Pacific Star

Line Items Solenis

Line Items USALCO

Line Items Pencco

Line Items HASA

I.) Bid Report & Bid Analysis - Water & Wastewater Facility Parts and Supplies

Line Items McMaster Carr

J.) Bid Report & Analysis- Water Distribution Sand & Aggregate.pdf

RFB VULCAN

SS1 ABBA Sole Source.pdf

SS2Airgas

SS3 Brax Company Sole Source.pdf

SS4 CS-Amsco Sole Source

SS5 Duke's Sole Source.pdf

SS6 Heat Transfer Sole Source

SS7 Ferguson Sole Source.pdf

SS8 Golden Bell Sole Source.pdf

SS9 HACH Sole Source.pdf

SS10 IDEXX Sole Source.pdf

SS11 Phenix Sole Source.pdf

SS12 Plumbers Depot Sole Source

SS13 Rockwell Sole Source.pdf

SS14 Sulzer Sole Source.pdf
SS15 Thermo Electron Sole Source.pdf
SS16 Unison Solutions Inc Sole Source.pdf
SS17 Vaughan's Industrial Sole Source.pdf
SS18 Veolia Sole Source
SS19 Polydyne Sole Source
Cintas Co-op Agreement City of Redlands Renewal.pdf
Grainger Co-op Agreement.pdf
HERC Co-Op Agreement.pdf

ATTACHMENT A
Summary of Annual Purchase Order Requests
(Including extensions, sole/single source, and service agreements)

Annual Purchase Orders (Pages 1 - 3)

Staff is requesting approval for annual purchase orders for the low bidders (highlighted in yellow) for the following commodities and services publicly advertised, received, and opened by the City Clerk in February, March, and April of 2024 for the amounts described below.

Water & Wastewater Treatment Plant Chemicals	
Vendor	Sodium Hypochlorite 12.5% mini bulk (Water)
Hasa Inc.	$95,040.00
Northstar Chemical	$119,520.00
Purchase Order Request	**$125,000.00**
Vendor	Sodium Hypochlorite 12.5% (Water)
JCI Jones Chemicals, Inc.	$98,820.00.00
Northstar Chemical DBA Pacific Star	$144,720.00
Hasa Inc.	$124,200.00
Purchase Order Request	**$85,000.00**
Vendor	Sodium Hypochlorite 12.5% (WW)
JCI Jones Chemicals, Inc.	$329,400.00.00
Hasa Inc.	$414,000.00
Purchase Order Request	**$450,000.00**
Vendor	Chlorine Gas (C12 Gas) (Water)
JCI Jones Chemicals, Inc.	$5,500.00
Purchase Order Request	**$75,000.00**
Vendor	Sodium Hydroxide 50% (Water)
Northstar Chemical DBA Pacific Star	$6,100.00
Purchase Order Request	**$25,000.00**
Vendor	Praestol 186KH polymer (Water)
SNF Polydyne, Inc.	$21,930.00
Solenis LLC	$28,620.00
Vendor	Praestol A 3040 LTR FLOCCULANT (Water)
SNF Polydyne Inc.,	$624.36
Solenis LLC	$794.75
Vendor	Praestol A 3010 LTR FLOCCULANT (Water)
SNF Polydyne Inc.,	$610.17
Solenis LLC	$695.75
Purchase Order Request	**$65,000.00 (All Polymers Water)**
Vendor	Aluminum Chlorohydrate (ACH) 50% Solution (Water)
USALCO LLC	$22,548.60
Chemtrade Chemicals US LLC	$24,480.00
Kemira Water Solutions	$246,600.00
Purchase Order Request	**$150,000.00**
Vendor	Citric Acid 50% (WW)
Northstar Chemical DBA Pacific Star	6,480.00
Purchase Order Request	**$100,000.00**
Vendor	Ferric Chloride 39% (WW)
Pencco	$14,450.00
California Water Technologies	$22,750.00

ATTACHMENT A
Summary of Annual Purchase Order Requests
(Including extensions, sole/single source, and service agreements)

Kemira Water Solutions	$249,750.00
Purchase Order Request	**$180,000.00**

Vendor	Facilities Maintenance, Parts, Supplies & Related Materials
McMaster-Carr Supply Company	$59,101.26
Purchase Order Request	**$75,000.00**

Vendor	McCrometer Flow Meter Supplies
D & H Water Systems	$291,813.83
Purchase Order Request	**$30,000.00**

Vendor	Electrical Components & Materials
CED	$117,652.23
Pacific Parts	$133,839.18
City Electric Supply	$156,593.85
Purchase Order Request	**$50,000.00**

Vendor	Industrial Automation & Controls
Pacific Parts & Controls	$284,788.11
MP Predictive Technologies Inc.	$214,590.69(Vendor did not bid on all items)
Bernell Hydraulics Inc.	$367,139.52
Purchase Order Request	**$85,000.00**

Vendor	Water & WW Treatment Plant Supplies
Core & Main	$227,130.47
Purchase Order Request	**$170,000.00**

Vendor	Washed Utility Sand & Crushed Aggregate & Cold Mix	
Vulcan Materials Co. dba Calmat Co.	$77,108.50	

ATTACHMENT A
Summary of Annual Purchase Order Requests
(Including extensions, sole/single source, and service agreements)

Vendor	Joint Utilities Laboratory Consumables and Supplies
Evantec	$33,109.00
Purchase Order Request	**$90,000.00**

Agreements)

ATTACHMENT A
Summary of Annual Purchase Order Requests (Including extensions, sole/single source, and service agreements)

Sole/Single Source Purchase Orders (Pages 4-6)

Staff is requesting approval for the annual purchase orders for the following sole/single source vendors for the not-to-exceed amounts as described below. The following have been evaluated and determined that the sole/single source is warranted.

Vendor	Purchase Order Request
ABBA	$60,000.00

Vendor	Purchase Order Request
Brax	$65,000.00

Vendor	Purchase Order Request
CS Amsco	$35,000.00
Vendor	Purchase Order Request
Dukes	$60,000.00
Vendor	Purchase Order Request
Heat Transfer	$40,000.00
Vendor	Purchase Order Request
Phenix	$55,000.00
Vendor	Purchase Order Request
Thermo Electron	$42,000.00
Vendor	Purchase Order Request
Veolia	$60,000.00

Vendor	Purchase Order Request
Polydyne (Polymer)	$200,000.00

Staff is requesting a purchase order be issued to AirGas USA, LLC to provide high purity compressed gases, cylinder rentals and related items. Part of City's laboratory certification requires the use of high purity gases. Use of other sources would be costly since a comparative study would be required concurrently with current testing.

Wastewater/Water High Purity Compressed Gases, Cylinder Rental, & Related Items

Vendor	Purchase Order Request
AirGas USA, LLC	$41,500.00

Vendor	Purchase Order Request
IDEXX	$31,000.00

ATTACHMENT A
Summary of Annual Purchase Order Requests
(Including extensions, sole/single source, and service agreements)

Staff is requesting a purchase order be issued to Ferguson Enterprises, Inc. to provide Neptune water meters and miscellaneous products for standardization.

Neptune Water Meters & Miscellaneous Products

Vendor	Purchase Order Request
Ferguson Enterprises, Inc. dba Ferguson Waterworks	$480,00.00

Vendor	Purchase Order Request
Golden Bell	$65,000.00

Staff is requesting a purchase order be issued to HACH Company to perform sole service support and replacement parts for the ammonium and nitrate analyzers at the City's Wastewater Treatment Plant. They are the sole warranty provider for warranty work and replacement parts.

Wastewater Analyzer Service Support & Replacement Parts

Vendor	Purchase Order Request
HACH Company	$125,000.00

Vendor	Purchase Order Request
Vaughan's Industrial	$35,000.00

Vendor	Purchase Order Request
Plumbers Depot	$160,000.00

Preventative Maintenance, Parts and Services

Staff is requesting a purchase order be issued to Rockwell Engineering and Equipment Co. to provide repair and replacement parts for Vaughan chopper pumps, Pioneer centrifugal pumps, and Boerger rotary lobe pumps.

Vaughan Chopper Pumps, Pioneer Centrifuge Pumps, & Boerger Rotary Lobe Pumps

Vendor	Purchase Order Request

Rockwell Engineering and Equipment Co.	$60,000.00

Staff is requesting a purchase order issued to Sulzer Electro-Mechanical Services (US), Inc. (Sulzer) for electrical motors repair parts and materials, maintenance and service for water and wastewater well and booster equipment. Pump motors throughout the water system have been standardized to US Motors. Sulzer is a US Motor distributor accredited by Electrical Apparatus Services Association and sole vendor within a 75 mile radius.

Water/Wastewater Maintenance Service, Repair, & Replacement Parts

Vendor	Purchase Order Request
Sulzer Electro-Mechanical Services (US), Inc.	$170,000.00

Vendor	Purchase Order Request
Unison	$140,000.00

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **20th day of March 2024 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Industrial Automation and Controls – 20240306-JL(2)**. 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 (N/A)	Total Bid Amount
1	MP Predictive Technologies Inc., Orlando FL	Yes	N/A	$214,590.69
2	Pacific Parts & Controls, Inc., Chino CA	Yes	N/A	$284,788.11
3	Bernell Hydraulics Inc., Colton CA	Yes	N/A	$367,139.52

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario; Jason Lane; LaWanda Butler

REQUEST FOR BIDS

INDUSTRIAL AUTOMATION & CONTROLS

BID # 20240306-JL(2)

Issued By:

City of Redlands
Municipal Utilities and Engineering Department
Jason Lane, Water Production Maintenance Supervisor
Phone (909)798-7502
jlane@cityofredlands.org

Date of Issue:
Wednesday March 6, 2024

Due Date / Time:
Wednesday March 20, 2024 @ 10:00 am

Responses received and opened at
Office of the City Clerk, City of Redlands,
35 Cajon Street, Suite 4, Redlands, CA 92373

PART 4
PRICE AND FEE BID
BID # 20240306-JL(2)
INDUSTRIAL AUTOMATION & CONTROLS

Award will be made to the overall lowest responsive and responsible bidder.

THIS IS A BRAND SPECIFIC BID, NO SUBTITUTE WILL BE ACCEPTED

Item No.	A Manufacture	B Part No.	C Description	D Unit	E Estimated Quaintly	F Unit Price	I Extended Price (E*F)
1	Allen Bradley	509-AOD	3P 120 MOTOR STARTER	EA	3	$ 359.37	$ 1,078.11
2	Allen Bradley	509-BOD	3P 120 MOTOR STARTER	EA	3	$ 483.77	$ 1,451.31
3	Allen Bradley	509-DOD-A2L	FLL VLTG MOTOR STARTER	EA	3	$ 1,607.89	$ 4823.68
4	Allen Bradley	509-EOD-A2M	FLL VLTG MOTORSTARTER	EA	3	$ 4,049.21	$ 12,147.63
~~5~~	~~Eaton~~ OBSOLETE	~~EC05V1GAG~~	~~EC05V1GAG Eaton soft start~~	~~EA~~	~~2~~	~~$~~	~~$~~
6	Eaton	SVX200A1-4A1B1	Eaton VFD	EA	2	$ 17,330.00	$ 34,660.00
7	Eaton	SVX100A1-4A1B1	Eaton VFD	EA	2	$ 9,743.00	$ 19,486.00
8	Eaton	SVX050A1-4A1B1	Eaton VFD	EA	2	$ 5,056.00	$ 10,112.00
11	Eaton	CS811+N66N3S CHL S811+N66N3S 66A SFT STR.	Eaton soft starter	EA	2	$ 3,143.00	$ 6,286.00
12	Eaton	CS811+T30N3 S CHL S811+T30N3s 304A SFT SRT	Eaton soft starter	EA	2	$ 6,971.00	$ 13,942.00
13	Eaton	DG1-34245FN-C21C	Eaton 200HP VFD	EA	2	$ 13,495.00	$ 26,990.00
14	Eaton	10250T101	30mm push button, Black	EA	10	$ 34.00	$ 340.00
15	Eaton	10250T102	30mm push button, Red	EA	10	$ 34.00	$ 340.00
16	Eaton	10250T103	30mm push button, Green	EA	10	$ 34.00	$ 340.00
17	Eaton	10250T1323	30mm hand off auto switch	EA	5	$ 47.35	$ 236.75
18	Eaton	10250TB63	30mm E stop	EA	3	$ 9.17	$ 27.51
19	Eaton	10250T51	30mm normally closed block	EA	10	$ 18.66	$ 186.60
20	Eaton	10250T53	30mm normally open block	EA	10	$ 18.66	$ 186.60
21	Eaton	M22-D-S	22mm push button black	EA	5	$ 6.81	$ 34.05

22	Eaton	M22-D-R	22mm push button red	EA	5	$ 6.05	$ 30.25
23	Eaton	M22-D-G	22mm push button green	EA	5	$ 6.35	$ 31.75
24	Eaton	M22-PV-K01	M22-PV-K01	EA	5	$ 27.85	$ 139.25
25	Eaton	M22-WLK-W	2 position switch	EA	5	$ 22.36	$ 111.80
26	Eaton	M22-WRK	3 position switch	EA	5	$ 11.25	$ 56.25
27	Eaton	DG1-34038FB-C212	25 HP VFD	EA	2	$ 2300.00	$ 4,600.00
28	Eaton	DG1-34087FN-C21C	60 hp VFD	EA	2	$ 4,780.00	$ 9,560.00
29	Eaton	DG1-34105FB-C21C	100 HP VFD	EA	2	$ 6,324.00	$ 12,648.00
30	Dwyer	SBLT2-10-40-ETFE	10 PSI Transducer	EA	3	$ 527.40	$ 1,582.20
31	Dwyer	SBLT2-5-40-ETFE	5 PSI transducer	EA	3	$ 718.63	$ 2,155.89
32	Dwyer	SBLT2-15-40-ETFE	15 PSI transducer	EA	3	$ 885.37	$ 2,656.11
33	Generic	1419A 060500	Shielded cable	FT	1500	$ 1.36	$ 2,036.84
34	Rhino	1419A 060501	24V power supply	EA	3	$ 1.55	$ 4.64
35	Rhino	1419A 060502	24V power supply	EA	3	$ 1.74	$ 5.21
36	Automation Direct	GS4-4250	Durapulse 250HP VFD	EA	2	$ 17,350.84	$ 34,701.68
37	Automation Direct	GS4--4150	Durapulse 150HP VFD	EA	3	$ 9,290.50	$ 27,871.51
38	Automation Direct	GS4-4060	Durapulse 60HP VFD	EA	3	$ 3,798.88	$ 11,396.65
39	Automation Direct	GS4-4100	Durapulse 100HP VFD	EA	5	$ 6,033.52	$ 30,167.60
40	Automation Direct	SR55-477	Stellar Soft Start	EA	2	$ 6,182.12	$ 12,364.25
						BID TOTAL (LINES 1 THROUGH 40)	$ 284,788.11

TOTAL PRICE WRITING IN WORDS Two Hundred Eighty Four Thousand Seven Hundred Eighty Eight & 11/100

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 _____ Title OUTSIDE SALES Date 3/19/2024

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **20th day of March 2024 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Electrical Components and Materials – 20240306-JL**. 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 (N/A)	Total Bid Amount
1	Consolidated Electrical Distributors, San Bernardino CA	Yes	N/A	$117,652.23
2	Pacific Parts & Controls, Inc., Chino CA	Yes	N/A	$133,839.18
3	City Electric Supply, San Bernardino CA	Yes	N/A	$156,593.85

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario; Jason Lane; LaWanda Butler

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. 20240306-JL **BID DATE:** 3/20/2024
Annual P.O. ELECTRICAL COMPONENTS & MATERIALS **FISCAL YEAR:** 2024/2025

Item Number	Manufacturer	Part No.	Product Description	Unit	Quantity	City Electric Supply		Consolidated Electrical Distributors		Pacific Parts & Controls	
						Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Any	Generic	Wire 4/0 DLO Cable	FT	350'	$8,485.00	$ 2,969.75	$8,055.00	$2,819.25	$6.53	$2,284.21
2	Any	Generic	Wire 3/0 DLO Cable	FT	150'	$6,700.00	$ 1,005.00	$6,611.00	$991.65	$5.38	$806.84
3	Any	Generic	Wire THHN 350MCM	FT	200'	$6,300.00	$ 1,260.00	$6,821.68	$1,364.34	$6.63	$1,326.32
4	Any	Generic	Wire THHN 250MCM	FT	200'	$470.00	$ 940.00	$4,858.05	$971.61	$4.72	$943.16
5	Any	Generic	Wire THHN 4/0	FT	200'	$4,100.00	$ 820.00	$4,289.99	$858.00	$3.55	$709.47
6	Any	Generic	Wire THHN 3/0	FT	200'	$3,325.00	$ 665.00	$3,436.76	$687.35	$3.26	$652.63
7	Any	Generic	Wire THHN 12AWG	FT	10	$149.00	$ 1.49	$161.05	$1.61	$0.15	$1.47
8	Any	Generic	Wire THHN 14AWG	FT	10	$101.00	$ 1.01	$111.71	$1.12	$0.09	$0.95
9	Any	Generic	Wire THHN 16AWG	FT	10	$80.00	$ 0.80	$82.85	$0.83	$0.07	$0.74
10	Any	Generic	Time Delay Fuse 50A, 600VAC, ser TRS-RID	EA	24	$51.10	$ 1,226.40	$15.24	$365.76	$11.36	$272.64
11	Any	Generic	Time Delay Fuse 100A, 600VAC, ser TRS-RID	EA	24	$105.70	$ 2,536.80	$30.37	$728.88	$24.44	$586.56
12	Any	Generic	Time Delay Fuse 150A, 600VAC, ser TRS-RID	EA	24	$51.10	$ 1,226.40	$60.76	$1,458.24	$47.00	$1,128.00
13	Any	Generic	Time Delay Fuse 200A, 600VAC, ser TRS-RID	EA	24	$211.30	$ 5,071.20	$60.76	$1,458.24	$47.00	$1,128.00
14	Any	Generic	Time Delay Fuse 400A, 600VAC, ser TRSRID	EA	24	$250.00	$ 6,000.00	$88.05	$2,113.20	$93.96	$2,255.04
15	Any	Generic	1/2" EMT Conduit	FT	500	$43.00	$ 215.00	$46.19	$230.95	$1.73	$863.16
16	Any	Generic	3/4" EMT Conduit	FT	300	$72.00	$ 216.00	$81.10	$243.30	$2.04	$612.63
17	Any	Generic	1" EMT Conduit	FT	200	$172.00	$ 344.00	$137.53	$275.06	$3.14	$627.37
18	Any	Generic	3/4" sch 40 PVC Conduit	FT	500	$64.00	$ 320.00	$58.82	$294.10	$0.66	$331.58
19	Any	Generic	1/2" sch 40 PVC Conduit	FT	200	$72.50	$ 145.00	$49.41	$98.82	$0.51	$101.05
20	Any	Generic	1" sch 40 PVC Conduit	FT	300	$104.00	$ 312.00	$94.88	$284.64	$1.04	$312.63
21	Any	Generic	3/4" Galvanized Ridged Conduit	FT	200	$353.00	$ 706.00	$217.35	$434.70	$3.46	$692.63
22	Any	Generic	1" Galvanized Ridged Conduit	FT	100	$565.00	$ 565.00	$347.10	$347.10	$5.51	$550.53
23	Any	Generic	2" Galvanized Ridged Conduit	FT	100	$1,150.00	$ 1,150.00	$703.18	$703.18	$11.21	$1,121.05
24	Any	Generic	1/2" Galvanized Ridged Conduit	FT	200	$226.00	$ 452.00	$211.67	$423.34	$3.36	$671.58
25	Any	Generic	1/58" Stainless Steel Strut Channel	FT	200	$1,520.00	$ 3,040.00	$1,034.22	$2,068.44	$7.36	$1,471.58
26	Any	Generic	1 5/8" Galvanized Slotted Strut Channel	FT	200	$423.00	$ 846.00	$280.88	$561.76	$11.43	$2,286.32
27	Eaton	DH362FRK	Safety switch 60A 600v, 3PH NEMA 3R	EA	3	$800.00	$ 2,400.00	$428.83	$1,286.49	$749.00	$2,247.00
28	Eaton	DH363FRK	Safety switch 100A 600v, 3PH NEMA 3R	EA	3	$1,100.00	$ 3,300.00	$627.28	$1,881.84	$1,096.90	$3,990.70
29	Eaton	DH364FRK	Safety switch 200A 600v, 3PH NEMA 3R	EA	3	$1,300.00	$ 3,900.00	$873.22	$2,619.66	$1,560.92	$4,682.76
30	3M	33+SUPER-3/4X20FT	3M super 33 Electrical tape	EA	50	$14.00	$ 700.00	$718.76	$359.38	$5.24	$262.11
31	Square D	8536SBW12V0S	Magnetic Motor Starter 0	EA	2	$786.00	$ 1,572.00	$741.28	$1,482.56	$1,070.53	$2,141.05
32	Square D	8536SCW13V02S	Magnetic Motor Starter 1	EA	2	$852.00	$ 1,704.00	$803.97	$1,607.94	$1,400.00	$2,800.00
33	Square D	8536SDA1V02S	Magnetic Motor Starter 2	EA	2	$1,136.00	$ 2,272.00	$1,072.92	$2,145.84	$903.68	$1,807.39
34	Square D	8536SEA1V02S	Magnetic Motor Starter 3	EA	2	$1,775.00	$ 3,550.00	$1,638.58	$3,277.16	$1,403.85	$2,807.71
35	Eaton	D7PF4AA	4PDT Relay 120V coil	EA	20	$33.00	$ 660.00	$38.38	$767.60	$20.94	$418.74
36	Eaton	D7PAD	Eaton 4PDT Base	EA	20	$24.00	$ 480.00	$21.45	$429.00	$11.01	$220.21
37	Allen-Bradley	700-HRM12TA17	On delay timer	EA	15	$210.00	$ 3,150.00	$190.21	$2,853.15	$434.61	$6,519.16
38	Eaton	FAZ-C1/1-SP	Miniature Circuit	EA	20	$56.00	$ 1,120.00	$105.94	$2,118.80	$13.25	$265.05
39	Ocal	HUB2-G	Ocal PVC Coated Hub 2"	EA	10	$170.00	$ 1,700.00	$138.62	$1,386.20	$138.62	$1,386.21
40	Ocal	HUB1-G	Ocal PVC Coated Hub 1"	EA	15	$90.00	$ 1,350.00	$73.28	$1,099.20	$73.28	$1,099.26
41	Ocal	HUB3/4-G	Ocal PVC Coated Hub 3/4"	EA	30	$72.00	$ 2,160.00	$58.65	$1,759.50	$58.65	$1,759.58
42	Ocal	CPL2-G	PVC Coated Coupling 2"	EA	10	$24.00	$ 245.00	$20.09	$200.90	$20.09	$200.95
43	Ocal	CPL1-G	PVC Coated Coupling 1"	EA	10	$12.00	$ 120.00	$9.92	$99.20	$9.92	$99.16
44	Ocal	CPL3/4-G	PVC Coated Coupling 3/4"	EA	20	$9.30	$ 186.00	$7.61	$152.20	$7.61	$152.21
45	Ocal	T28-4X-G	PVC Coated T Conduit Body 3/4"	EA	20	$120.00	$ 2,400.00	$100.21	$2,004.20	$100.21	$2,004.21
46	Ocal	T38-4X-G	PVC Coated T Conduit Body 1"	EA	10	$145.00	$ 1,450.00	$119.75	$1,197.50	$119.75	$1,197.47
47	Ocal	T68-4X-G	PVC Coated T Conduit Body 2"	EA	10	$368.00	$ 3,680.00	$305.69	$3,056.90	$305.69	$3,056.95
48	Ocal	COND2-G	Ocal PVC Coated Conduit 2"	FT	100	$2,300.00	$ 2,300.00	$1,903.62	$1,903.62	$19.04	$1,904.21
49	Ocal	COND1-G	Ocal PVC Coated Conduit 1"	FT	150	$1,150.00	$ 1,725.00	$948.16	$1,422.24	$9.48	$1,422.63
50	Ocal	COND3/4-G	Ocal PVC Coated Conduit 3/4"	FT	300	$895.00	$ 2,685.00	$732.37	$2,197.11	$7.33	$2,197.89
51	Hoffman	HF1316414	Exhaust fan	EA	5	$750.00	$ 3,750.00	$316.61	$1,583.05	$397.89	$1,989.47
52	Hoffman	A24H2010SSLP3PT	Enclosure	EA	5	$3,750.00	$ 18,750.00	$1,923.16	$9,615.80	$1,981.37	$9,906.84
53	Hoffman	MAS05030021R5	Enclosure	EA	2	$525.00	$ 1,050.00	$400.54	$801.08	$283.68	$567.37
54	Hoffman	A36H30FLP	Enclosure	EA	2	$1,380.00	$ 2,760.00	$1,184.11	$2,368.22	$121.26	$242.53
55	Weigman	N41211612081	Enclosure	EA	2	$600.00	$ 1,200.00	$490.04	$980.08	$581.72	$1,163.43
56	Weigman	BN4121006CHQT	Enclosure	EA	2	$245.00	$ 490.00	$255.17	$510.34	$238.15	$476.29
57	Cree	ARE-EDG-5M-DA-02-E-UL-350-BZ-PML2	Cree Edge LED Light Fixture	EA	30	$1,150.00	$ 34,500.00	$800.00	$24,000.00	$962.50	$28,875.00
58	Cree	ARE-EDG-5M-DA-04-E-UL-525-BZ-PML2	Cree Edge LED Light Fixture	EA	5	$1,150.00	$ 5,750.00	$1,000.00	$5,000.00	$1,112.50	$5,562.50
59	Cree	ARE-EDG-5M-DA-12-E-UH-525-BZ-PML2	Cree Edge LED Light Fixture	EA	5	$1,150.00	$ 5,750.00	$1,920.00	$9,600.00	$23,750.00	$11,875.00
60	Cree	ARE-EDG-2M-DA-06-E-UH-700-BZ-PML2	Cree Edge LED Light Fixture	EA	5	$1,150.00	$ 5,750.00	$1,220.00	$6,100.00	$1,500.00	$7,500.00
			TOTAL SUM BID (Item 1 - 60)				**$156,593.85**		**$117,652.23**		**$134,539.18**

Pacifc Parts Math is off on the RFB the corrected amount is $134,539.18 and on the RFB they have $133,839.18

PART 4
PRICE AND FEE BID
BID # 20240306-JL
ELECTRICAL COMPONENTS & MATERIALS

WHERE APPLICABLE, COLUMN (A) IS A BRAND SPECIFIC BID, NO SUBTITUTE WILL BE ACCEPTED

Award will be made to the overall lowest responsive and responsible bidder.

Item No.	A Manufacture	B Part No.	C Product Description	D Unit	E Estimate Quantity	F Unit Price	G Extended Price (E*F)
1	Any	Generic	Wire 4/0 DLO Cable	FT	350'	$ 8,055.00/M	$ 2819.25
2	Any	Generic	Wire 3/0 DLO Cable	FT	150'	$ 6,611.00/M	$ 991.65
3	Any	Generic	Wire THHN 350MCM	FT	200'	$ 6,821.68/M	$ 1,364.34
4	Any	Generic	Wire THHN 250MCM	FT	200'	$ 4,858.05/M	$ 971.61
5	Any	Generic	Wire THHN 4/0	FT	200'	$ 4,289.99/M	$ 858.00
6	Any	Generic	Wire THHN 3/0	FT	200'	$ 3,436.76/M	$ 687.35
7	Any	Generic	Wire THHN 12AWG	FT	10	$ 161.05/M	$ 1.61
8	Any	Generic	Wire THHN 14AWG	FT	10	$ 111.71/M	$ 1.12
9	Any	Generic	Wire THHN 16AWG	FT	10	$ 82.85/M	$ 0.83
10	Any	Generic	Time Delay Fuse 50A, 600VAC, ser TRS-RID	EA	24	$ 15.24/E	$ 365.76
11	Any	Generic	Time Delay Fuse 100A, 600VAC, ser TRS-RID	EA	24	$ 30.37/E	$ 728.88
12	Any	Generic	Time Delay Fuse 150A, 600VAC, ser TRS-RID	EA	24	$ 60.76/E	$ 1,458.24
13	Any	Generic	Time Delay Fuse 200A, 600VAC, ser TRS-RID	EA	24	$ 60.76/E	$ 1,458.24
14	Any	Generic	Time Delay Fuse 400A, 600VAC, ser TRSRID	EA	24	$ 88.05/E	$ 2,113.20
15	Any	Generic	1/2" EMT Conduit	FT	500	$ 46.19/C	$ 230.95
16	Any	Generic	3/4" EMT Conduit	FT	300	$ 81.10/C	$ 243.30
17	Any	Generic	1" EMT Conduit	FT	200	$ 137.53/C	$ 275.06
18	Any	Generic	3/4" sch 40 PVC Conduit	FT	500	$ 58.82/C	$ 294.10

19	Any	Generic	1/2" sch 40 PVC Conduit	FT	200	$ 49.41/C	$ 98.82
20	Any	Generic	1" sch 40 PVC Conduit	FT	300	$ 94.88/C	$ 284.64
21	Any	Generic	3/4" Galvanized Ridged Conduit	FT	200	$ 217.35/C	$ 434.70
22	Any	Generic	1" Galvanized Ridged Conduit	FT	100	$ 347.10/C	$ 347.10
23	Any	Generic	2" Galvanized Ridged Conduit	FT	100	$ 703.18/C	$ 703.18
24	Any	Generic	1/2" Galvanized Ridged Conduit	FT	200	$ 211.67/C	$ 423.34
25	Any	Generic	1/58" Stainless Steel Strut Channel	FT	200	$ 1,034.22/C	$ 2,068.44
26	Any	Generic	1 5/8" Galvanized Slotted Strut Channel	FT	200	$ 280.88/E	$ 561.76
27	Eaton	DH362FRK	Safety switch 60A 600v, 3PH NEMA 3R	EA	3	$ 428.83/E	$ 1,286.49
28	Eaton	DH363FRK	Safety switch 100A 600v, 3PH NEMA 3R	EA	3	$ 627.28/E	$ 1,881.84
29	Eaton	DH364FRK	Safety switch 200A 600v, 3PH NEMA 3R	EA	3	$ 873.22/E	$ 2,619.66
30	3M	33+SUPER-3/4X20FT	3M super 33 Electrical tape	EA	50	$ 718.76/C	$ 359.38
31	Square D	8536SBW12V0S	Magnetic Motor Starter 0	EA	2	$ 741.28/E	$ 1,482.56
32	Square D	8536SCW13V02S	Magnetic Motor Starter 1	EA	2	$ 803.97/E	$ 1,607.94
33	Square D	8536SDA1V02S	Magnetic Motor Starter 2	EA	2	$ 1,072.92/E	$ 2,145.84
34	Square D	8536SEA1V02S	Magnetic Motor Starter 3	EA	2	$ 1,638.58/E	$ 3,277.16
35	Eaton	D7PF4AA	4PDT Relay 120V coil	EA	20	$ 38.38/E	$ 767.60
36	Eaton	D7PAD	Eaton 4PDT Base	EA	20	$ 21.45/E	$ 429.00
37	Allen-Bradley	700-HRM12TA17	On delay timer	EA	15	$ 190.21/E	$ 2853.15
38	Eaton	FAZ-C1/1-SP	Miniature Circuit	EA	20	$ 105.94/E	$ 2118.80
39	Ocal	HUB2-G	Ocal PVC Coated Hub 2"	EA	10	$ 138.62/E	$ 1,386.20
40	Ocal	HUB1-G	Ocal PVC Coated Hub 1"	EA	15	$ 73.28/E	$ 1,099.20
41	Ocal	HUB3/4-G	Ocal PVC Coated Hub 3/4"	EA	30	$ 58.65/E	$ 1,759.50
42	Ocal	CPL2-G	PVC Coated Coupling 2"	EA	10	$ 20.09/E	$ 200.90
43	Ocal	CPL1-G	PVC Coated Coupling 1"	EA	10	$ 9.92/E	$ 99.20
44	Ocal	CPL3/4-G	PVC Coated Coupling 3/4"	EA	20	$ 7.61/E	$ 152.20
45	Ocal	T28-4X-G	PVC Coated T Conduit Body 3/4"	EA	20	$ 100.21/E	$ 2,004.20
46	Ocal	T38-4X-G	PVC Coated T Conduit Body 1"	EA	10	$ 119.75/E	$ 1,197.50
47	Ocal	T68-4X-G	PVC Coated T Conduit Body 2"	EA	10	$ 305.69/E	$ 3,056.90

48	Ocal	COND2-G	Ocal PVC Coated Conduit 2"	FT	100	$ 1,903.62/C	$ 1,903.62
49	Ocal	COND1-G	Ocal PVC Coated Conduit 1"	FT	150	$ 948.16/C	$ 1,422.24
50	Ocal	COND3/4-G	Ocal PVC Coated Conduit 3/4"	FT	300	$ 732.37/C	$ 2,197.11
51	Hoffman	HF1316414	Exhaust fan	EA	5	$ 316.61/E	$ 1,583.05
52	Hoffman	A24H2010SSLP3 PT	Enclosure	EA	5	$ 1,923.16/E	$ 9,615.80
53	Hoffman	MAS05030021R5	Enclosure	EA	2	$ 400.54/E	$ 801.08
54	Hoffman	A36H30FLP	Enclosure	EA	2	$ 1,184.11/E	$ 2,368.22
55	Weigman	N41211612081	Enclosure	EA	2	$ 490.04/E	$ 980.08
56	Weigman	BN4121006CHQT	Enclosure	EA	2	$ 255.17/E	$ 510.34
57	Cree	ARE-EDG-5M-DA-02-E-UL-350-BZ-PML2	Cree Edge LED Light Fixture	EA	30	$ 800.00/E	$ 24,000.00
58	Cree	ARE-EDG-5M-DA-04-E-UL-525-BZ-PML2	Cree Edge LED Light Fixture	EA	5	$ 1,000.00/E	$ 5,000.00
59	Cree	ARE-EDG-5M-DA-12-E-UH-525-BZ-PML2	Cree Edge LED Light Fixture	EA	5	$ 1,920.00/E	$ 9,600.00
60	Cree	ARE-EDG-2M-DA-06-E-UH-700-BZ-PML2	Cree Edge LED Light Fixture	EA	5	$ 1,220.00/E	$ 6,100.00
						BID TOTAL (LINES 1 THROUGH 60)	$ 117,652.23

TOTAL PRICE WRITING IN WORDS

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 _____ Title MANAGER Date 03/18/2024

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **20th day of March 2024 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Water and Wastewater Treatment Plant Supplies – 20240306-PM(4)**. 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 (N/A)	Total Bid Amount
1	Core and Main, St. Louis, MO	Yes	N/A	$227,130.47

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario; Paul Mariscal; LaWanda Butler

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. 20240306-PM(4) **BID DATE: 03/20/2024**

Annual P.O.	WATER & WASTEWATER TREATMENT PLANT SUPPLIES			CORE AND MAIN	FISCAL YEAR: 2024/2025	
Line No.	**Manufacture**	**A. Part No.**	**B. Description**	**C. Quantity**	**D. Unit Price**	**E. Extended Price (C*D)**
1	HACH	27256	Water, Deionized, 4 L	12	$ 38.54	$ 462.48
2	HACH	246149	Formazin Turbidity Standard, 4000 NTU, 500 mL	6	$ 121.30	$ 727.80
3	HACH	2097000	Disposable Wipes, 11 x 22 cm, 280 per package	60	$ 3.23	$ 193.80
4	HACH	2105560	DPD Free Chlorine Reagent, Swiftes Dispenser Refill Vial, 250 Tests	30	$ 57.74	$ 1,732.20
5	HACH	2444400	Chlorine (Total) Test Kit, Model CN-21P	10	$ 90.53	$ 905.30
6	HACH	2659505	Stablcal® Turbidity Standards Calibration Kit, 0 - 7500 NTU, Sealed Vials	10	$ 426.31	$ 4,263.10
7	HACH	2660153	Stablcal® Turbidity Standard, 20.0 NTU, Bottle (1 L)	12	$ 224.14	$ 2,689.68
8	HACH	2756549	pH Electrode Storage Solution, 500 mL	6	$ 49.39	$ 296.34
9	HACH	2947600	Buffer Solution Kit, Color-coded, pH 4.01, pH 7.00 and pH 10.01, 500 mL	6	$ 38.85	$ 233.10
10	HACH	2978500	Surface Scatter® 7 Turbidimeter with sc200 Controller, CH 1	2	$ 8,503.99	$ 17,007.98
11	HACH	7121649	Turbidity Standard, Stablcal®, 400.0 NTU, 500 mL	6	$ 99.32	$ 595.92
12	HACH	9531000	Pocket Pro pH Tester	4	$ 166.13	$ 664.52
13	HACH	HQ440D	HQ440D Laboratory Dual Input, Multi-Parameter Meter	2	$ 2,310.89	$ 4,621.78
14	HACH	LXV404.99.00552	Hach sc200 Digital Controller w/ (2) Digital Hach Sensor Inputs, 24 VDC	5	$ 3,140.00	$ 15,700.00
15	HACH	LXV445.99.10112	Hach TU5300sc Low-Range Turbidimeter	5	$ 2,987.41	$ 12,407.05
16	HACH	LZY907.97.00002	Maintenance kit for TU5 series turbidimeter	2	$ 1,546.16	$ 3,092.32
17	HACH	LZY901	Hach Glass Verification Rod, <0.1 NTU (Solid Secondary Standard)	2	$ 1,353.66	$ 2,707.32
18	HACH	LZY834	Process Vial for TU5300sc turbidimeters	10	$ 46.45	$ 464.50
19	HACH	LZY835	Hach StablCal Calibration Set w/ RFID Tags	2	$ 649.58	$ 1,295.16
20	HACH	LZY837	StablCal Calibration Vial w/RFID Tag, 20NTU	2	$ 449.16	$ 898.32
21	HACH	LZY838	StablCal Calibration Vial w/RFID Tag, 600NTU	2	$ 449.16	$ 898.32
22	HACH	LPV442.99.01012	TU5200 Laboratory Laser Turbidimeter without RFID, EPA Version	2	$ 4,978.00	$ 9,956.00
23	HACH	LXV445.99.53112	TU5300 sc Low Range Laser Turbidimeter with Flow Sensor, Automatic Cleaning, RFID, and System Check, EPA Version	4	$ 3,501.00	$ 14,004.00
24	HACH	PHC30101	Intellical™ PHC301 Laboratory General Purposes Refillable pH Electrode, 1 m Cable	6	$ 390.27	$ 2,341.62
25	HACH	S21M004	Filling Solution, Reference, 3 M KCl with AgCl, 100 mL	12	$ 31.10	$ 373.20
26	HACH	2802300	DPD Free Chlorine Reagent, Swiftest Dispenser	20	$ 75.98	$ 1,519.60
27	HACH	1895000	Lamp Assembly for 1720D and 1720E Low-range Turbidimeters	20	$ 86.09	$ 1,721.80
28	HACH	2106069	PhosVer 3 Powder Pillow 100 count	14	$ 48.21	$ 674.94
29	HACH	2427606	Glass Sample Cells 6 count	12	$ 73.55	$ 882.60
30	HACH	2105660	DPD4 Total chlorine dispenser	10	$ 62.75	$ 627.50
31	Lutz	MMS-SS 41 L	Lutz Drum Pump Tube 47"	2	$ 1,089.95	$ 2,179.90
32	Lutz	B36/MI4	Lutz 120v 640w Open Drip Proof Motor	2	$ 704.95	$ 1,409.90
33	Blue-White	A1-1T	Blue-White FLEXFLO A-100N Replacement Flex-A-Thane	12	$ 42.37	$ 508.44
34	Kupferle	Eclipse No. 88	Sampling Station Cold Climate #88, 4' Bury Depth, Low Lead, 88-LLBRASS-48"BURY	8	$ 1,327.75	$ 10,622.00
35	Rosemont	2051CD2A22A1AM4	Rosemount 2051 Pressure Transmitter, with LOI Differential, -250 to 250"H2O	8	$ 2,659.95	$ 21,279.60
36	Rosemont	2088G2S22A1M4	2088 Gauge Pressure Transmitter 0 to 150 psi, with LOI Display	8	$ 1,727.93	$ 13,823.44
37	Rosemont	3051CD2A22A1A M5	3051 Differential pressure transmitter, with LCD display	4	$ 2,610.32	$ 10,441.28
38	Rosemont	0306RT	Rosemount 306 In-Line Manifold	8	$ 495.00	$ 3,960.00
39	KPSI	705S13C0A005.000000.000C20050A	KPSI Series 705 Submersible Transmitter, 0 to 5 PSI	8	$ 262.05	$ 2,096.40
40	KPSI	330S13B0B150.000000.000B10350A	KPSI 320 Submersible Level Transmitter, 316 SS, 0 to 150 PSI	8	$ 518.82	$ 4,150.56
41	Vita-D-Chlor	N/A	DE chlorination Tablets, 45 lbs	6	$ 778.00	$ 4,668.00
42	Zenner	FHZ25S**-GV	High-Performance Hydrant Meter w/ Gate Valve, 22"L, Cubic Feet	4	$ 1,661.17	$ 6,644.68
43	Snyder	5760102N	DCT Double-Wall Tank for Sodium Hypochlorite, 360 Gallon	4	$ 2,310.28	$ 9,241.12
44	Kenco Plastics	ECSL 08-96x96x84	Corrosion resistant, one-piece insulated fiberglass shelter	1	$ 25,122.22	$ 25,122.22
45	Koflo	QK-.5-3-V	½"NPT x3"L PVDF Chemical Injection Quill	8	$ 174.35	$ 1,394.80
46	Koflo	1000ML	PVC 1000mL calibration column, 16GPH, ¾" FNPT, 2-3/8"OD x 25" L	4	$ 56.47	$ 225.88
47	Sotera	SS460B	Electric drum mixing pump, 110VAC, 1/4HP Motor	6	$ 900.00	$ 5,400.00
				TOTAL SUM BID (1 THROUGH 47)		**$227,126.47**

Original

PART 2
REQUEST FOR BID #20240306-PM(4)
WATER & WASTEWATER TREATMENT PLANT SUPPLIES

BID DOCUMENTS COVER PAGE
Name of Firm, Entity or Organization: Core & Main LP
Federal Employer Identification Number (EIN): [redacted]
State of California License Number (if applicable):
Name of Contact person: Richard Campbell
Title: Manager, Business Development
Email address: richard.campbell@coreandmain.com
Mailing Address: 1830 Craig Park Ct.
Street Address (if different):
City, State, Zip: St. Louis MO 63146
Telephone: 840-218-1653 **Fax:**
Organization: (check one) **Corporation:** ☐ **Proprietorship:** ☐ **Other:** ☒ Limited Partnership **Partnership:** ☐ **Joint Venture:** ☐
If Corporation: **Date of Incorporation:** **State of Incorporation:**
States Registered in as Foreign Corporation:
Authorized Signature: Jon W Bormann
Print Name: Jon W Bormann
Signature: Jon W Bormann
Title: Director, New Business Development
Phone: 970-889-6347
This document must be completed and returned with your submittal.

BIDDER CERTIFICATION

WATER & WASTEWATER TREATMENT PLANT SUPPLIES

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**
Wednesday March 20, 2024	10:00 am	#20240306-PM(4)

BIDDER NAME:	**PHONE NUMBER:**
Core & Main LP	840-218-1653
BIDDER MAILING ADDRESS:	**FAX NUMBER:**
1830 Craig Park Ct.	
CITY/STATE/ZIP	**E-MAIL ADDRESS:**
St. Louis MO 63146	richard.campbell@coreandmain.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."

Jon W Bormann, Director		3/18/24
Authorized Bidder Name, Title (Print)	Authorized Signature	Date

This form must be completed and returned with your Submittal

Executive Summary

Core & Main LP

Water & Wastewater Treatment Plant Supplies

City of Redlands - Bid Number: 20240306-PM(4)

Account Manager who will be working with the city on the proposed contract:

Richard Campbell
Manager, Business Development
840-218-1653
Richard.campbell@coreandmain.com

Travis Lane
Product Specialist/Sales Support
888-885-2673
Support.supply@coreandmain.com

Connor Stephenson
Manager, Inside Sales
405-885-3092
Connor.stephenson@coreandmain.com

Firm Experience and References
Core & Main
Water & Wastewater Treatment Plant Supplies
City of Redlands - Bid Number: 20240306-PM(4)

Firm Experience:

Date of Company Formation: November 22, 2004

Customer References:

City of Riverside, CA
Finance/Central Stores
8095 Lincoln Ave.
Riverside, CA 92504

Tony Perez
Phone 951-351-6116
tperez@riversideca.gov

Annual contract to provide waterworks materials and supplies as needed.
Start: July 1, 2023 - active

Beaumont - Cherry Valley Water District
560 Magnolia Ave.
Beaumont, CA 92223

Julian Herrera
Phone: 951-845-9581 Ext. 261
Fax: 951-485-0159
Julian.herrera@bcvwd.org

Annual contract to provide waterworks materials and supplies as needed.
Start: July 1, 2023 - active

City of Hemet, CA
445 E Florida Ave.
Hemet, CA 92543

Tim Burke
Phone: 951-634-1425
tburke@cityofhemet.org

Annual contract to provide waterworks materials and supplies as needed.
Start: July 1, 2023 - active

FIRM INFORMATION/ORGANIZATION	
CONTRACT MANAGEMENT CONTACT INFORMATION	
SHOP OWNER OR MANAGER	
NAME	Jon Bormann
TITLE	Director Business Development
OFFICE PHONE	
CELL	970-889-6347
FAX	
HOURS AVAILABLE	7:00 - 4:00 Central
CONTRACT MANAGER	
NAME	Susan McLean
TITLE	Lead Contract Specialist
OFFICE PHONE	314-995-9139
CELL	
FAX	
HOURS AVAILABLE	8:00 - 5:00 Central
ALTERNATE CONTACT	
NAME	Jeff Karenbrock
TITLE	Sr. Director
OFFICE PHONE	
CELL	314-309-2065
FAX	
HOURS AVAILABLE	7:00-4:00 Central
EMERGENCY CONTACT/ AFTER HOURS CONTACT	
NAME	Richard Campbell
TITLE	Manager, Business Development
OFFICE PHONE	
CELL	840-218-1653
FAX	
HOURS AVAILABLE	7:00-5:00 Pacific, 24 Hr Emergency

PART 4
PRICE AND FEE BID
BID # 20240306-PM(4)
WATER & WASTEWATER TREATMENT PLANT SUPPLIES

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.	Manufacture	A. Part No.	B. Description	C. Quantity	D. Unit Price	E. Extended Price (C*D)
1	HACH	27256	Water, Deionized, 4 L	12	$ 38.54	$ 462.48
2	HACH	246149	Formazin Turbidity Standard, 4000 NTU, 500 mL	6	$ 121.30	$ 727.80
3	HACH	2097000	Disposable Wipes, 11 x 22 cm, 280 per package	60	$ 3.23	$ 193.80
4	HACH	2105560	DPD Free Chlorine Reagent, Swiftes Dispenser Refill Vial, 250 Tests	30	$ 57.74	$ 1,732.20
5	HACH	2444400	Chlorine (Total) Test Kit, Model CN-21P	10	$ 90.53	$ 905.30
6	HACH	2659505	Stablcal® Turbidity Standards Calibration Kit, 0 - 7500 NTU, Sealed Vials	10	$ 426.31	$ 4,263.10
7	HACH	2660153	Stablcal® Turbidity Standard, 20.0 NTU, Bottle (1 L)	12	$ 224.14	$ 2,689.68
8	HACH	2756549	pH Electrode Storage Solution, 500 mL	6	$ 49.39	$ 296.34
9	HACH	2947600	Buffer Solution Kit, Color-coded, pH 4.01, pH 7.00 and pH 10.01, 500 mL	6	$ 38.85	$ 233.10
10	HACH	2978500	Surface Scatter® 7 Turbidimeter with sc200 Controller, CH 1	2	$ 8503.99	$ 17,007.98
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12	HACH	9531000	Pocket Pro pH Tester	4	$ 166.13	$ 664.52
13	HACH	HQ440D	HQ440D Laboratory Dual Input, Multi-Parameter Meter	2	$ 2310.89	$ 4621.78
14	HACH	LXV404.99.00552	Hach sc200 Digital Controller w/ (2) Digital Hach Sensor Inputs, 24 VDC	5	$ 3140.00	$ 15,700.00
15	HACH	LXV445.99.10112	Hach TU5300sc Low-Range Turbidimeter	5	$ 2481.41	$ 12,407.05

16	HACH	LZY907.97.00002	Maintenance kit for TU5 series turbidimeter	2	$ 1546.16	$ 3092.32
17	HACH	LZY901	Hach Glass Verification Rod, <0.1 NTU (Solid Secondary Standard)	2	$ 1353.66	$ 2707.32
18	HACH	LZY834	Process Vial for TU5300sc turbidimeters	10	$ 46.45	$ 464.50
19	HACH	LZY835	Hach StablCal Calibration Set w/ RFID Tags	2	$ 649.58	$ 1299.16
20	HACH	LZY837	StablCal Calibration Vial w/RFID Tag, 20NTU	2	$ 449.16	$ 898.32
21	HACH	LZY838	StablCal Calibration Vial w/RFID Tag, 600NTU	2	$ 449.16	$ 898.32
22	HACH	LPV442.99.01012	TU5200 Laboratory Laser Turbidimeter without RFID, EPA Version	2	$ 4978.00	$ 9956.00
23	HACH	LXV445.99.53112	TU5300 sc Low Range Laser Turbidimeter with Flow Sensor, Automatic Cleaning, RFID, and System Check, EPA Version	4	$ 3501.00	$ 14,004.00
24	HACH	PHC30101	Intellical™ PHC301 Laboratory General Purposes Refillable pH Electrode, 1 m Cable	6	$ 390.27	$ 2341.62
25	HACH	S21M004	Filling Solution, Reference, 3 M KCl with AgCl, 100 mL	12	$ 31.10	$ 373.20
26	HACH	2802300	DPD Free Chlorine Reagent, Swiftest Dispenser	20	$ 75.98	$ 1519.60
27	HACH	1895000	Lamp Assembly for 1720D and 1720E Low-range Turbidimeters	20	$ 86.09	$ 1721.80
28	HACH	2106069	PhosVer 3 Powder Pillow 100 count	14	$ 48.21	$ 674.94
29	HACH	2427606	Glass Sample Cells 6 count	12	$ 73.55	$ 882.60
30	HACH	2105660	DPD4 Total chlorine dispenser	10	$ 62.75	$ 627.50
31	Lutz	MMS-SS 41 L	Lutz Drum Pump Tube 47"	2	$ 1089.95	$ 2179.90
32	Lutz	B36/MI4	Lutz 120v 640w Open Drip Proof Motor	2	$ 704.95	$ 1409.90
33	Blue-White	A1-1T	Blue-White FLEXFLO A-100N Replacement Flex-A-Thane	12	$ 42.37	$ 508.44
34	Kupferle	Eclipse No. 88	Sampling Station Cold Climate #88, 4' Bury Depth, Low Lead, 88-LLBRASS-48"BURY	8	$ 1327.75	$ 10,622.00
35	Rosemont	2051CD2A22A1AM4	Rosemount 2051 Pressure Transmitter, with LOI Differential, -250 to 250"H2O	8	$ 2659.95	$ 21,279.60
36	Rosemont	2088G2S22A1M4	2088 Gauge Pressure Transmitter 0 to 150 psi, with LOI Display	8	$ 1727.93	$ 13,823.44
37	Rosemont	3051CD2A22A1A M5	3051 Differential pressure transmitter, with LCD display	4	$ 2610.32	$ 10,441.28
38	Rosemont	0306RT	Rosemount 306 In-Line Manifold	8	$ 495.00	$ 3,960.00

39	KPSI	705S13C0A005.00000 0.000C20050A	KPSI Series 705 Submersible Transmitter, 0 to 5 PSI	8	$ 262.05	$ 2096.40
40	KPSI	330S13B0B150.00000 0.000B10350A	KPSI 320 Submersible Level Transmitter, 316 SS, 0 to 150 PSI	8	$ 518.82	$ 4150.56
41	Vita-D-Chlor	N/A	DE chlorination Tablets, 45 lbs	6	$ 778.00	$ 4668.00
42	Zenner	FHZ25S**-GV	High-Performance Hydrant Meter w/ Gate Valve, 22"L, Cubic Feet	4	$ 1661.17	$ 6644.68
43	Snyder	5760102N	DCT Double-Wall Tank for Sodium Hypochlorite, 360 Gallon	4	$ 2310.28	$ 9241.12
44	Kenco Plastics	ECSL 08-96x96x84	Corrosion resistant, one-piece insulated fiberglass shelter	1	$ 25,122.22	$ 25,122.22
45	Koflo	QK-.5-3-V	½"NPT x3"L PVDF Chemical Injection Quill	8	$ 174.35	$ 1394.80
46	Koflo	1000ML	PVC 1000mL calibration column, 16GPH, ¾" FNPT, 2-3/8"OD x 25" L	4	$ 56.47	$ 225.88
47	Sotera	SS460B	Electric drum mixing pump, 110VAC, 1/4HP Motor	6	$ 900.00	$ 5400.00
					TOTAL SUM BID (1 THROUGH 47)	$ 227,130.47

TOTAL PRICE WRITING IN WORDS Two Hundred Twenty Seven Thousand, One Hundred Thirty Dollars and 47 Cents

For any item(s) that do not have price listed in the item list you are bidding on, vendor shall offer the best available government pricing, the City will pay up to 20% above manufacturers cost.

Please indicate the not-to exceed percent (%) mark-up you offer: 20%

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 [signature] Title Director, New Bus Dev Date 3-18-24

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **20th day of March 2024 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **McCrometer Meters and Supplies – 20240306-PM(2)**. 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 (N/A)	Total Bid Amount
1	D and H Water Systems, Oceanside CA	Yes	N/A	$291,813.83

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario; Paul Mariscal; LaWanda Butler

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. **20240306-PM(2)** **Bid Date:** **3/20/2024**
Annual P.O. **MCCROMETER METERS & SUPPLIES** **Fiscal Year:** **2024/2025**

Item Number	Manufacturer	Size	Description	Quantity	D& H Water Systems		
					Unit Price	Extended Price on RFB	Extended Price
1	McCrometer	4"	MW504, 4" 150PSI flange Flow Meter CF x100/GPM	6	$3,172.41	$19,034.46	$19,034.46
2	McCrometer	6"	MW506, 6" 150PSI flange Flow Meter CF x100/GPM	6	$3,544.54	$21,267.24	$21,267.24
3	McCrometer	8"	MW508, 8" 150PSI flange Flow Meter CF x100/GPM	6	$4,063.47	$24,380.79	$24,380.82
4	McCrometer	10"	MW510, 10" 150PSI flange Flow Meter CF x100/GPM	4	$4,689.92	$18,759.66	$18,759.68
5	McCrometer	12"	MW512, 12" 150PSI flange Flow Meter CF x100/GPM	4	$5,353.77	$21,415.06	$21,415.08
6	McCrometer	N/A	E7000-00 transmitter	12	$1,057.44	$12,689.28	$12,689.28
7	McCrometer	6"-4"	D0104-00 [6"- 4" drive cable]	20	$118.70	$2,374.00	$2,374.00
8	McCrometer	8"	D0122-00 [8" drive cable]	20	$118.70	$2,374.00	$2,374.00
9	McCrometer	10"	D0123-00 [10" drive cable]	20	$120.57	$2,411.40	$2,411.40
10	McCrometer	12	D0106-00 [12" drive cable]	20	$113.09	$2,261.80	$2,261.80
11	McCrometer	4"	PP105-99 [4" impeller]	20	$333.75	$6,675.00	$6,675.00
12	McCrometer	6"	PP106-99 [6" impeller]	20	$378.63	$7,572.60	$7,572.60
13	McCrometer	8"	PP108-99 [8" impeller]	20	$413.23	$8,264.50	$8,264.60
14	McCrometer	10"	PP100-99 [10" impeller]	20	$422.58	$8,451.50	$8,451.60
15	McCrometer	12"	PP112-99 [12" impeller]	20	$488.96	$9,779.20	$9,779.20
16	McCrometer	6"	UM06-06-R6" ULTRA MAG FLOWMETER ELECTROMAGNETIC FLOW METER WITH REMOTE MOUNTED VAC POWERED SIGNAL CONVERTER AND 25 FEET OF SUBMERSIBLE CABLE, AWWA CLASS D 150 PSI FLANGES, FUSION BONDED EPOXY LINED, SS316 ELECTRODES AND TWO SS316 GROUNDING RINGS	6	$4,033.55	$24,201.27	$24,201.30
17	McCrometer	8"	UM06-08-R 8" ULTRA MAG FLOWMETER ELECTROMAGNETIC FLOW METER WITH REMOTE MOUNTED VAC POWERED SIGNAL CONVERTER AND 25 FEET OF SUBMERSIBLE CABLE, AWWA CLASS D 150 PSI FLANGES, FUSION BONDED EPOXY LINED, SS316 ELECTRODES AND TWO SS316 GROUNDING RINGS.	6	$4,805.86	$28,835.13	$28,835.16
18	McCrometer	10"	UM-06-10-R 10" ULTRA MAG FLOW METER ELECTROMAGNETIC FLOW METER WITH REMOTE MOUNTED VAC POWERED SIGNAL CONVERTER AND 25 FEET OF SUBMERSIBLE CABLE, AWWA CLASS D 150 PSI FLANGES, FUSION BONDED EPOXY LINED, SS316 ELECTRODES AND TWO SS316 GROUNDING RINGS	6	$5,537.03	$33,222.15	$33,222.18
19	McCrometer	12"	UM06-12-R12" ULTRA MAG FLOWMETER ELECTROMAGNETIC FLOW METER WITH REMOTE MOUNTED VAC POWERED SIGNAL CONVERTER AND 25 FEET OF SUBMERSIBLE CABLE, AWWA CLASS D 150 PSI FLANGES, FUSION BONDED EPOXY LINED, SS316 ELECTRODES AND TWO SS316 GROUNDING RINGS.	6	$6,307.47	$37,844.79	$37,844.82
			TOTAL SUM BID (Item 1 - 19)			**$291,813.83**	**$291,814.22**

D&H math is incorrect by 0.39

D&H WATER SYSTEMS
D&H Water Systems, Inc.
603 Seagaze Dr. #241
Oceanside, CA 92054
TELEPHONE 760-468-8006
FACSIMILE 760-806-7608
EMAIL tom@dandhwatersystems.com

Cover Sheet

To: **City of Redlands**

From: **Tommy Hartwig**

Company: **McCrometer / D&H Water Systems, Inc.** **Date:** **March 19, 2024**

Subject: McCrometer Flowmeter Supplies

****

If you have any questions, or need further information please call me at 760-468-8006.

Sincerely,

Tom Hartwig
D&H Water Systems, Inc.
760.468.8006
tom@dandhwatersystems.com

This transmission contains confidential information intended for use only by the above named recipient. Reading, discussion, distribution, or copying of this message is strictly prohibited by anyone other than the named recipient or his or her employees or agents. If you have received this fax in error, please immediately notify us by telephone (collect), and return the original message to us at the above address via U.S. Postal Service. If this correspondence relates to a current order, please note that US Filter/Wallace & Tiernan's standard terms and conditions apply unless otherwise amended by our order acknowledgement letter.

PART 4
PRICE AND FEE BID
BID # 20240306-PM
MCCROMETER METERS & SUPPLIES

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.	Manufacture	A. Size	B. Description	C. Quantity	D. Unit Price	E. Extended Price (C*D)
1	McCrometer	4"	MW504, 4" 150PSI flange Flow Meter CF x100/GPM	6	$ 3,172.41	$ 19,034.46
2	McCrometer	6"	MW506, 6" 150PSI flange Flow Meter CF x100/GPM	6	$ 3,544.54	$ 21,267.24
3	McCrometer	8"	MW508, 8" 150PSI flange Flow Meter CF x100/GPM	6	$ 4,063.47	$ 24,380.79
4	McCrometer	10"	MW510, 10" 150PSI flange Flow Meter CF x100/GPM	4	$ 4,689.92	$ 18,759.66
5	McCrometer	12"	MW512, 12" 150PSI flange Flow Meter CF x100/GPM	4	$ 5,353.77	$ 21,415.06
6	McCrometer	N/A	E7000-00 transmitter	12	$ 1,057.44	$ 12,689.28
7	McCrometer	6"-4"	D0104-00 [6"- 4" drive cable]	20	$ 118.70	$ 2,374.00
8	McCrometer	8"	D0122-00 [8" drive cable]	20	$ 118.70	$ 2,374.00
9	McCrometer	10"	D0123-00 [10" drive cable]	20	$ 120.57	$ 2,411.40
10	McCrometer	12	D0106-00 [12" drive cable]	20	$ 113.09	$ 2,261.80
11	McCrometer	4"	PP105-99 [4" impeller]	20	$ 333.75	$ 6,675.00
12	McCrometer	6"	PP106-99 [6" impeller]	20	$ 378.63	$ 7,572.60
13	McCrometer	8"	PP108-99 [8" impeller]	20	$ 413.23	$ 8,264.50
14	McCrometer	10"	PP100-99 [10" impeller]	20	$ 422.58	$ 8,451.50
15	McCrometer	12"	PP112-99 [12" impeller]	20	$ 488.96	$ 9,779.20

16	McCrometer	6"	**UM06-06-R6"** ULTRA MAG FLOWMETER ELECTROMAGNETIC FLOW METER WITH REMOTE MOUNTED VAC POWERED SIGNAL CONVERTER AND 25 FEET OF SUBMERSIBLE CABLE, AWWA CLASS D 150 PSI FLANGES, FUSION BONDED EPOXY LINED, SS316 ELECTRODES AND TWO SS316 GROUNDING RINGS	6	$ 4,033.55	$ 24,201.27
17	McCrometer	8"	**UM06-08-R 8"** ULTRA MAG FLOWMETER ELECTROMAGNETIC FLOW METER WITH REMOTE MOUNTED VAC POWERED SIGNAL CONVERTER AND 25 FEET OF SUBMERSIBLE CABLE, AWWA CLASS D 150 PSI FLANGES, FUSION BONDED EPOXY LINED, SS316 ELECTRODES AND TWO SS316 GROUNDING RINGS.	6	$ 4,805.86	$ 28,835.13
18	McCrometer	10"	**UM-06-10-R 10"** ULTRA MAG FLOW METER ELECTROMAGNETIC FLOW METER WITH REMOTE MOUNTED VAC POWERED SIGNAL CONVERTER AND 25 FEET OF SUBMERSIBLE CABLE, AWWA CLASS D 150 PSI FLANGES, FUSION BONDED EPOXY LINED, SS316 ELECTRODES AND TWO SS316 GROUNDING RINGS	6	$ 5,537.03	$ 33,222.15
19	McCrometer	12"	**UM06-12-R12"** ULTRA MAG FLOWMETER ELECTROMAGNETIC FLOW METER WITH REMOTE MOUNTED VAC POWERED SIGNAL CONVERTER AND 25 FEET OF SUBMERSIBLE CABLE, AWWA CLASS D 150 PSI FLANGES, FUSION BONDED EPOXY LINED, SS316 ELECTRODES AND TWO SS316 GROUNDING RINGS.	6	$ 6,307.47	$ 37,844.79
					BID TOTAL (LINES 1 THROUGH 19)	$ 291,813.83

TOTAL PRICE WRITING IN WORDS

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 [signature] Title Sales Manager Date 3/18/2024

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **7th day of March 2024 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Joint Utilities Laboratory Consumables and Supplies – 20240213-01JP**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Addenda Acknowledged (N/A)	Total Bid Amount
1	Evantec Corporation, Buena Park CA	Yes	N/A	$33,109.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Jung Park; LaWanda Butler

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. **20240213-01JP** BID DATE: 03/07/2024
ANNUAL P.O. **Joint Utility Laboratory Consumables, Replacement Parts, Supplies, & Related Items** FISCAL YEAR: 2024-2025

Item No.	Item	Manufacturer	Package Amount	EST. Quantity	EVANTEC CORP	
					Unit Price	Extended Price
TABLE A - BRAND SPECIFIC ITEMS						
1	Environmental Express K1250 5 ml Vial with Filtering Cap for Dion ex® AS- 40 or AS-DV Autosamplers; 250/PK	Environmental Express	250/PK	10	$126.00	$1,260
2	Sodium Persulfate (White Crystalline Solid/Certified), Fisher Chem ical ™ 500g	Fisher Scientific	500g	15	$290.00	$4,350
3	Microflex Diamond Grip'M Powder Free Latex Exam Gloves, Small 100/BOX	Microflex	100/BOX	100	$18.00	$1,800.00
4	Microflex'M Diamond Grip'M Powder Free Latex Exam Gloves Medium	Microflex	100/BOX	20	$18.00	$360.00
5	Microflex'M Diamond Grip'M Powder Free Latex Exam Gloves Large	Microflex	100/BOX	10	$18.00	$180.00
6	Microflex'M Diamond Grip'M Powder Free Latex Exam Gloves X-Large	Microflex	100/BOX	100	$18.00	$1,800.00
7	Ammonia ISA (Ionic Strength Adjustor) Buffer	Ricca	1L	25	$110.00	$2,750.00
8	0.22pum filter, 13mm nonsterile Syringe filters-PES membrane	GVS	500/BOX	10	$495.00	$4,950.00
9	0.22pum filter, 25mm nonsterile Syringe filters-PES membrane	GVS	500/BOX	2	$525.00	$1,050.00
10	Miele, Inc. Neodisher Z Neutralizer 5L	Miele	5L	10	$255.00	$2,550.00
11	Miele, Inc. ProCare Universal 61 Regeneration of the Intergrated water softener.	Miele	3 x 2kg/box	20	$89.00	$1,780.00
12	Miele, Inc. Neodisher Laboclean UW 10KG (powdered soap)	Miele	10kg/container	6	$365.00	$2,190.00
13	Contrad 70 (Decon'M 1003) SL/Bottles	Decon Lab	4 bottles/Case	3	$395.00	$1,185.00
14	lOmL Luer-Lok BD Disposable Syringes (non-sterile) (No Needle	Becton Dickinson	200/BOX	15	$245.00	$3,675.00
15	3mL Luer-Lok BD Disposable Syringes (non-sterile)	Becton Dickinson	200/BOX	30	$37.00	$1,110.00
				TOTAL SUM BID TABLE A (1 THRU 15)	**$3,004.00**	**$30,990.00**
Item No.	Item	Manufacturer	Package Amount	EST. Quantity	EVANTEC CORP	
					Unit Price	Extended Price
TABLE B - Non-Brand Specific Items (Please include the manufacturer and package amount in the bidding table.) - NO EST. QTY as it will depend on the package amount listed by the bidder.						
1	10Ml Sterile Polysteyrene Disposable Pipets with Magnifier Strips	Celltreat	200/Case	1	$101.00	$101.00

Item No.	Item	Manufacturer	Package Amount	EST. Quantity	EVANTEC CORP	
					Unit Price	Extended Price
2	10 X 75mm Test Tubes (Inverted Tubes)	Kimble	100/Case	1	$185.00	$185.00
3	100 ml Pyrex™ Class A Volumentric Flasks without Stoppers	Corning	12/Case	1	$498.00	$498.00
4	20 X 150mm Disposable Borosilicate Glass Tubes with Threaded Ends (Screw Cap)	Fisher Brand	500/Case	1	$465.00	$465.00
5	50 ml Class A Glass Cylinder - All Glass	Corning	18/Case	1	$478.00	$478.00
6	100 ml Class A Glass Cylinder - All Glass	Corning	12/Case	1	$392.00	$392.00
					TOTAL SUM BID TABLE A (1 THRU 6)	$2,119.00
TABLE C - TOTAL BID PRICE						
					TOTAL BID PRICE (Table A Subtotal of Extended Price + Tabel B Subtotal of Price Per Unit)	$33,109.00

ORIGINAL

PART 2
REQUEST FOR BID #20240213-01JP
Joint Utilities Laboratory Consumables and Supplies

BID DOCUMENTS COVER PAGE
Name of Firm, Entity or Organization: EVANTEC CORPORATION
Federal Employer Identification Number (EIN): [redacted]
State of California License Number (if applicable):
Name of Contact person: ANN NELSON
Title: C.E.O.
Email address: anelson@evantec.com
Mailing Address: 3857 BIRCH ST. #150, NEWPORT BEACH, CA 92660
Street Address (if different): 6120 VALLEY VIEW ST.
City, State, Zip: BUENA PARK, CA 90620
Telephone: (714) 521-2003 **Fax:** (949) 317-2584
Organization: (check one) Corporation: ☑ Proprietorship: ☐ Other: ☐ Partnership: ☐ Joint Venture: ☐
If Corporation: Date of Incorporation: 3/3/1998 **State of Incorporation:** CALIFORNIA
States Registered in as Foreign Corporation: N/A
Authorized Signature:
Print Name: ANN NELSON
Signature: Ann R. Nelson
Title: C.E.O.
Phone: (714) 521-2003
This document must be completed and returned with your submittal.

BIDDER CERTIFICATION		
Joint Utilities Laboratory Consumables and Supplies		
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 March 07th, 2024	10:00am	#20240213-01JP

BIDDER NAME: EVANTEC CORPORATION	**PHONE NUMBER:** (714) 521-2003
BIDDER MAILING ADDRESS: 3857 BIRCH ST. #150	**FAX NUMBER:** (949) 317-2584
CITY/STATE/ZIP NEWPORT BEACH, CA 92660	**E-MAIL ADDRESS:** anelson@evantec.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."

ANN NELSON, C.E.O.	Ann R. Nelson	2/19/24
Authorized Bidder Name, Title (Print)	Authorized Signature	Date

This form must be completed and returned with your Submittal

FIRM INFORMATION/ORGANIZATION	
CONTRACT MANAGEMENT CONTACT INFORMATION	
SHOP OWNER OR MANAGER	
NAME	ANN NELSON
TITLE	C.E.O.
OFFICE PHONE	(714) 521-2003
CELL	(949) 632-2811
FAX	(949) 317-2584
HOURS AVAILABLE	9:00Am - 5:00PM
CONTRACT MANAGER	
NAME	KEVIN LEWIS
TITLE	OPERATIONS MANAGER
OFFICE PHONE	(714) 521-2003
CELL	(949) 662-8855
FAX	(949) 317-2584
HOURS AVAILABLE	9:00 AM - 5:00 PM
ALTERNATE CONTACT	
NAME	MARYANNE LEWIS
TITLE	PURCHASING SPECIALIST
OFFICE PHONE	(714) 521-2003
CELL	(949) 531-9185
FAX	(949) 317-2584
HOURS AVAILABLE	9:00 AM - 5:00 PM
EMERGENCY CONTACT/ AFTER HOURS CONTACT	
NAME	KEVIN LEWIS
TITLE	OPERATIONS MANAGER
OFFICE PHONE	(714) 521-2003
CELL	
FAX	(949) 317-2584
HOURS AVAILABLE	9:00 AM - 5:00PM

evantec scientific

Certified WBENC Women's Business Enterprise

SBA U.S. Small Business Administration

Customer References:

City of San Clemente
100 Avenida Presidio
San Clemente, CA 92672

Contact: Erin Williams – williamse@san.clemente.org
(949)366-1553

City of Ventura
1400 Spinnaker Drive
Ventura, CA 93001

Contact: Shelli St. Clair – sstclair@cityofventura.ca.gov
(805)677-4130

County of San Luis Obispo
Water Quality Lab
1355 Kansas Ave., Suite C
San Luis Obispo, CA 93405

Contact: Vicki Vogel – vvogel@co.slo.ca.us
(805)781-5111

PART 4
PRICE AND FEE BID
BID # 20240213-01JP
WATER & WASTEWATER TREATMENT PLANT SUPPLIES

Bidder must bid on all items. Award will be made to the lowest responsive and responsible bidder.
Quantities are estimates only for bid evaluation and will be ordered on a need-by-net basis.
If an item has a brand name on it, you must bid specifically on items of that brand.
Please include the manufacturer and amount for items that are not brand specific items.

TABLE A – Brand Specific Items

Item	Manufacturer	Package Amount	EST. QTY	Unit Price	*Extended Price (EST. QTY X Unit Price)
Environmental Express K1250 5 mL Vial with Filtering Cap for Dionex® AS-40 or AS-DV Autosamplers; 250/PK	Environmental Express	250/PK	10	$ 126.00	$ 1,260.00
Sodium Persulfate (White Crystalline Solid/Certified), Fisher Chemical™ 500g	Fisher Scientific	500g	15	$ 290.00	$ 4,350.00

Microflex™ Diamond Grip™ Powder Free Latex Exam Gloves, Small 100/BOX	Microflex	100/BOX	100	$ 18.00	$ 1,800.00
Microflex™ Diamond Grip™ Powder Free Latex Exam Gloves, Medium	Microflex	100/BOX	20	$ 18.00	$ 360.00
Microflex™ Diamond Grip™ Powder Free Latex Exam Gloves, Large	Microflex	100/BOX	10	$ 18.00	$ 180.00
Microflex™ Diamond Grip™ Powder Free Latex Exam Gloves, X-Large	Microflex	100/BOX	100	$ 18.00	$ 1,800.00
Ammonia ISA (Ionic Strength Adjustor) Buffer	Ricca	1L	25	$ 110.00	$ 2,750.00
0.22µm filter, 13mm, nonsterile Syringe filters- PES membrane	GVS	500/Box	10	$ 495.00	$ 4,950.00
0.22µm filter, 25mm, nonsterile Syringe filters- PES membrane	GVS	500/Box	2	$ 525.00	$ 1,050.00
Miele, Inc. Neodisher Z Neutralizer 5L	Miele	5L	10	$ 255.00	$ 2,550.00

Miele, Inc. ProCare Universal 61 Regeneration of the Integrated water softener.	Miele	3 x 2kg/box	20	$ 89.00	$ 1,780.00
Miele, Inc. Neodisher Laboclean UW 10KG (powdered soap)	Miele	10kg/container	6	$ 365.00	$ 2,190.00
Contrad 70 (Decon™ 1003) 5L/Bottles	Decon Lab	4 bottles/Case	3	$ 395.00	$ 1,185.00
10mL Luer-Lok BD Disposable Syringes (non-sterile) (No Needle	Becton Dickinson	200/box	15	$ 245.00	$ 3,675.00
3mL Luer-Lok BD Disposable Syringes (non-sterile)	Becton Dickinson	200/box	30	$ 37.00	$ 1,110.00
Brand Specific Item		SUBTOTAL – Table A		$ 3,004.00	$ 30,990.00

Alternate - 10mL Control Syringe w/ Luer-Lok Tip, 100/case
Sterile

TABLE B – Non-Brand Specific Items (Please include the manufacturer and package amount in the bidding table.) – NO EST. QTY as it will depend on the package amount listed by the bidder.

Item	Manufacturer	Package Amount	Package Price	* Price per Unit (Package Price / Package Amount)
10mL Sterile Polystyrene Disposable Pipets with Magnifier Strips	Celltreat	200/case	$ 101.00	$ 101.00
10 X 75mm Test Tubes (Inverted Tubes)	Kimble	100/case	$ 185.00	$ 185.00
100 mL Pyrex™ Class A Volumentric Flasks without Stoppers	Corning	12/case	$ 498.00	$ 498.00
20 X 150mm Disposable Borosilicate Glass Tubes with Threaded Ends (Screw Cap)	Fisherbrand	500/case	$ 465.00	$ 465.00
50 ml Class A Glass Cylinder - All Glass	Corning	18/case	$ 478.00	$ 478.00
100 ml Class A Glass Cylinder - All Glass	Corning	12/case	$ 392.00	$ 392.00
Non-Brand Specific Items		**Subtotal of Price Per Unit – Table B**		$ 2,119.00

TABLE C – Total Bid Price

TOTAL BID PRICE (Table A Subtotal of Extended Price + Table B Subtotal of Price Per Unit)	$ 33,109.00

For any item(s) that is not listed in the bid table, City is willing to pay an amount equal to the manufacturer's current published list price plus a nominal markup up to 10%.

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 _____ Title Director of Operations Date 2-28-24

Vendor Name: Evantec Corporation

CITY OF REDLANDS
Office of the City Clerk
BID OPENING REPORT

The following bids were opened on the **20th day of March, 2024** at **10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Water and Wastewater Treatment Plant Chemicals – 20240306-PM(6)**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

	Item No.	1	2	3	4	5	6	7	8	9	10	11
No	**Name of Bidder**	**Chlorine Gas**	**Sodium Hypochlorite 12.55% Mini Bulk (water)**	**Sodium Hypochlorite 12.5% (water)**	**Sodium Hydroxide 50% (water)**	**Praestol 186KH Polymer (water)**	**Praestol A 3040 LTR FLOCCULANT (water)**	**Praestol A 3010 LTR FLOCCULANT (water)**	**Aluminum Chloralhydrate (ACH) 50% Solution**	**Citric Acid 50% (WW)**	**Ferric Chloride 39% (WW)**	**Sodium Hypochlorite 12.5% (WW)**
1	California Water Technologies LLC, Santa Fe Srings, CA										$2.97 ($22,750)	
2	Chemtrade Chemicals US LLC, Parsippany NJ								$5.44 ($24,480)			
3	HASA, Inc., Saugus CA		$3.30 ($95,040)	$2.30 ($124,200)								$2.30 ($414,000)
4	JCI Jones Chemicals Inc., Torrance CA	$1.375 ($5,500)		$1.83 ($8,235)								$1.83 ($9,150)
5	Kermira Water Solutions, Lawrence KS								$5.48 ($246,600)		$3.33 ($249,750)	
6	Northwest Chemical dba Pacific Star Chemical, Sherwood OR		$4.15 ($7,470)	$2.68 ($12,060)	$3.05 ($6,100)					$10.80 ($6,480)		
7	Pencco, Inc., San Felipe TX										$2.89 ($14,450)	
8	SNF Polydyne Inc., Riceboro GA					$7.31 ($21,930)	$11.352 ($624.36)	$11.094 ($610.17)				
9	Solenis LLC, Wilmington DE					$9.54 ($28,620)	$14.45 ($794.75)	$12.65 ($695.75)				
10	USALCO LLC, Baltimore MD								$5.0108 ($22,548.60)			

***BIDDERS ARE LISTED IN ALPHABECTICAL ORDER**
*All bids were signed *There were no addendums
*Pricing is per unit with extended price in ( )

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario; Paul Marisol; LaWanda Butler

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID DATE 3/20/2024

BID NO. **20240306-PM(6)** **20240306-PM(6)**
ANNUAL PO **WATER & WASTEWATER TREATMENT PLANT CHEI** **WATER & WASTEWATER TREATMENT PLANT CI** FISCAL YEAR 2023-2024

Item No.	DESCRIPTION	Delivery Frequency	QUANTITY	UNIT
1	Chlorine Gas	20 Ton cylinders per year (Delivery approx. twice per month)	4000	Per LB.
2	Sodium Hypochlorite 12.5% mini-bulk (Water)	16 times per year (delivery to 13 well sites, summer every 2 weeks, winter every month, average delivery per site 150-200 gallons (see Exhibit "A" page 23)	1800	Per Gal.
3	Sodium Hypochlorite 12.5% (Water)	12 times per year (delivery approx. 3 – 5 weeks)	4500	Per Gal.
4	Sodium Hydroxide 50% (Water)	2 times per year (delivery every other month)	2000	Per Gal.
5	Praestol 186KH polymer or City approved equal (Water)	4 times per year (1 delivery every 3 months-bulk delivery 3,000 gal)	3000	Per Gal.
6	Praestol A 3040 LTR FLOCCULANT or City approved equal (Water)	36 drums per year (delivery 6 drums every 2 months)	55	Per Gal.
7	Praestol A 3010 LTR FLOCCULANT or City approved equal (Water)	12 drums per year (delivery 4 drums every 4 months)	55	Per Gal.
8	Aluminum Chlorohydrate (ACH) 50% Solution (Water)	10 times per year (delivery approx. once per month)	4500	Per Gal.
9	Citric Acid 50% (WW)	17 times per year (delivery 1-1.5 times a month)	600	Per Gal.
10	Ferric Chloride (39-42%)(WW)	15 times per year (delivery approx. 1 – 1.5 times a month)	5000	Per Gal.
11	Sodium Hypochlorite 12.5% (WW)	36 times per year (delivery approx. 2.5-3 times per month)	5000	Per Gal.
				TOTAL SUM BID (Item 1-11)

CALIFORNIA WATER TECHNOLOGIES LLC.			CHEMTRADE CHEMICALS US LLC			HASA INC.			
UNIT PRICE	Extended Price on RFB	EXTENDED PRICE	UNIT PRICE	Extended Price on RFB	EXTENDED PRICE	UNIT PRICE	Extended Price on RFB	EXTENDED PRICE	UNIT PRICE
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1.38
$ -	$ -	$ -	$ -	$ -	$ -	$ 3.30	$ 95,040.00	$ 95,040.00	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ 2.30	$ 124,200.00	$ 124,200.00	$ 1.83
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ 5.44	$ 24,480.00	$ 244,800.00	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.97	$ 222,750.00	$ 222,750.00	$ -	$ -	$ -	$ -	$ -	$ -	$
$ -	$ -	$ -	$ -	$ -	$ -	$ 2.30	$ 414,000.00	$ 414,000.00	$ 1.83
	$ 222,750.00	**$ 222,750.00**		**$ 24,480.00**	**$ 244,800.00**		**$ 633,240.00**	**$ 633,240.00**	

JCI JONES CHEMICALS INC.		KEMIRA WATER SOLUTIONS INC.			NORTH STAR CHEMICAL DBA PACIFIC STAR			PENCCO	
Extended Price on RFB	**EXTENDED PRICE**	**UNIT PRICE**	**Extended Price on RFB**	**EXTENDED PRICE**	**UNIT PRICE**	**Extended Price on RFB**	**EXTENDED PRICE**	**UNIT PRICE**	**Extended Price on RFB**
$ 5,500.00	$ 132,000.00	$ -	$ -	$ -	$	$ -	$	$ -	$ -
$ -	$ -	$ -	$ -	$ -	$ 4.15	$ 7,470.00	$ 119,520.00	$ -	$ -
$ 8,235.00	$ 98,820.00	$ -	$ -	$ -	$ 2.68	$ 12,060.00	$ 144,720.00	$ -	$ -
$ -	$ -	$ -	$ -	$ -	$ 3.05	$ 6,100.00	$ 12,200.00	$ -	$ -
$ -	$ -	$ -	$ -	$ -	$	$ -		$ -	$ -
$ -	$ -	$ -	$ -	$ -	$	$ -		$ -	$ -
$ -	$ -	$ -	$ -	$ -	$	$ -		$ -	$ -
$ -	$ -	$ 5.48	$ 246,600.00	$ 246,600.00	$	$ -		$ -	$ -
$ -	$ -	$ -	$ -	$ -	$ 10.80	$ 6,480.00	$ 110,160.00	$ -	$ -
$ -	$ -	$ 3.33	$ 249,750.00	$ 249,750.00	$	$ -	$	$ 2.89	$ 14,450.00
$ 9,150.00	$ 329,400.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 22,885.00	**$ 560,220.00**		**$ 496,350.00**	**$ 496,350.00**		**$ 32,110.00**	**$ 386,600.00**		**$ 14,450.00**

	Polydyne Inc.			Solenis LLC			USALCO		
EXTENDED PRICE	**UNIT PRICE**	**Extended Price on RFB**	**EXTENDED PRICE**	**UNIT PRICE**	**Extended Price on RFB**	**EXTENDED PRICE**	**UNIT PRICE**	**Extended Price on RFB**	**EXTENDED PRICE**
$ -	$ -	$ -	$ -	$ -		$ -	$ -		$ -
$ -	$ -	$ -	$ -	$ -		$ -	$ -		$ -
$ -	$ -	$ -	$ -	$ -		$ -	$ -		$
$ -	$ -	$ -	$ -	$ -		$ -	$ -		$
$ -	$ 7.31	$ 21,930.00	$ 87,720.00	$ 9.54	$ 28,620.00	$ 114,480.00	$ -	$ -	$
$ -	$ 11.35	$ 624.36	$ 22,476.96	$ 14.45	$ 794.75	$ 28,611.00	$ -	$ -	$
$ -	$ 11.09	$ 610.17	$ 7,322.04	$ 12.65	$ 695.75	$ 8,349.00	$ -	$ -	$ -
$ -	$ -	$ -		$ -			$ 5.01	$ 22,548.60	$ 45,000.00
$ -	$ -	$ -		$ -			$ -		$
$ 216,750.00	$ -	$ -		$ -			$ -		$
$ -	$ -	$ -	$ -	$ -			$ -		
$ 216,750.00		**$ 23,164.53**	**$117,519.00**		**$ 30,110.50**	**$ 151,440.00**		**$ 22,548.60**	**$ 45,000.00**

City of

REDLANDS

Incorporated 1888

Municipal Utilities & Engineering Department

35 Cajon Street, Suite 15A

Redlands, CA 92373

John R. Harris

Director

Re: City of Redlands Chemical Testing &

Comparison Test date: 03/20/24

Tested by: Chris Mercier

Chemicals tested:

- Nalco Cat Floc 8102 Plus (Coagulant Aid)
- Polydyne ClariFloc C-308P (Coagulant Aid)
- Polydyne ClariFloc A-6320 (Filter Aid)
- Polydyne ClariFloc A-6330 (Sludge Dewatering)
- Solenis Praestol 186KH (Coagulant Aid)
- Solenis Praestol A-3010 (Filter Aid)
- Solenis Praestol A-3040 (Sludge Dewatering)

After extensive jar testing and comparison, it is found that the Solenis line of chemicals is superior in performance offering better and more consistent results than the other chemicals in this test.

Sincerely,

Chris Mercier

Chris Mercier

Water Production & Maintenance Superintendent

PART 2
REQUEST FOR BID #20240306-PM(6)
Water & Wastewater Treatment Plant Chemicals

BID DOCUMENTS COVER PAGE	
Name of Firm, Entity or Organization:	JCI Jones Chemicals Inc.
Federal Employer Identification Number (EIN):	[redacted]
State of California License Number (if applicable):	
Name of Contact person:	David Huerta
Title:	Branch Manager
Email address:	torrance@jcichem.com
Mailing Address:	1401 Del Amo Blvd.
Street Address (if different):	
City, State, Zip:	Torrance, CA 90501
Telephone: 310-523-1629	**Fax:** 310-523-2944

Organization: (check one)
Corporation: ☑ **Proprietorship:** ☐ **Other:** ☐
Partnership: ☐ **Joint Venture:** ☐

If Corporation:
Date of Incorporation: 1956 **State of Incorporation:** New York

States Registered in as Foreign Corporation: California

Authorized Signature:

Print Name: David Huerta

Signature:

Title: Branch Manager

Phone: 310-523-1629

This document must be completed and returned with your submittal.

BIDDER CERTIFICATION		
Water & Wastewater Treatment Plant Chemicals		
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**
Wednesday March 20, 2024	10:00 am	#20240306-PM(6)
BIDDER NAME: JCI Jones Chemicals Inc.		**PHONE NUMBER:** 310-523-1629
BIDDER MAILING ADDRESS: 1401 Del Amo Blvd.		**FAX NUMBER:** 310-523-2944
CITY/STATE/ZIP Torrance, CA 90501		**E-MAIL ADDRESS:** torrance@jcichem.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."

David Huerta, Branch Manager		March 18, 2024
Authorized Bidder Name, Title (Print)	Authorized Signature	Date

This form must be completed and returned with your Submittal

FIRM INFORMATION/ORGANIZATION	
CONTRACT MANAGEMENT CONTACT INFORMATION	
SHOP OWNER OR MANAGER	
NAME	Tim Ross
TITLE	Vice President
OFFICE PHONE	310-523-1629
CELL	310-557-6604
FAX	310-523-2944
HOURS AVAILABLE	8:00 a.m. - 5:00 p.m.
CONTRACT MANAGER	
NAME	Cris Blomgren
TITLE	Sales Coordinator / Office Manager
OFFICE PHONE	310-523-1629
CELL	N/A
FAX	310-523-2944
HOURS AVAILABLE	8:00 a.m. - 5:00 p.m.
ALTERNATE CONTACT	
NAME	David Huerta
TITLE	Branch Manager
OFFICE PHONE	310-523-1629
CELL	562-824-8606
FAX	310-523-2944
HOURS AVAILABLE	8:00 a.m. - 5:00 p.m.
EMERGENCY CONTACT/ AFTER HOURS CONTACT	
NAME	
TITLE	
OFFICE PHONE	310-523-1629
CELL	
FAX	310-523-2944
HOURS AVAILABLE	24 Hrs / 7 Days A Week - Contacts on duty response personnel

Firm Experience:

COMPANY BACKGROUND

JCI Jones Chemicals is dedicated to preserving and promoting the safety and purity of our world's most valuable natural resource: water. No other element on earth is as vital to the preservation of life than water. This is why safe, reliable drinking water should be available to all mankind for the uses society demands and returned to the environment in an ecologically responsible manner.

JCI Jones Chemicals Inc. has been in operation for 94 years. JCI Jones Chemicals Inc Torrance CA. is one of the eleven JCI Jones Chemicals Inc. facilities located throughout the United States. Torrance, CA Operation has been providing water treatment chemicals - primarily chlorine and chlorine related products within California for over 60 years.

JCI Jones Chemicals Inc Torrance in just the past 10 years has supplied in excess of 235,000,000 gallons 12.5% Sodium Hypochlorite for water treatment to Southern California Municipalities. Including Los Angeles Department of Water and Power, City and County of San Diego, Orange County Water District, Orange County Sanitation District, Goldsworthy Desalter Torrance and Leo J. Vander Lans Advanced Water Treatment Facility, Long Beach.

Sodium Hypochlorite is just one of the many products JCI Jones Chemicals Inc. provides to Southern California municipalities. Each year JCI Torrance supplies in excess of 8,000 tons of Chlorine Liquefied Gas.

JCI Jones Chemicals Inc. customers have always found that our quality of service and product to be second to none. Our customers know that JCI products are delivered on time and meet and exceed all NSF/UL/AWWA standards.

References:

City of San Diego
1200 Third Avenue, Suite 200
San Diego, CA 92101
Vanessa Delgado
Tel (619) 236-6248 / Fax (619) 236-5904
CDelgado@sandiego.gov
Since +/- 2013
Supply and deliver Sodium Hypochlorite, Sodium Hydroxide and Chlorine Tons

West Basin Municipal Water District
17140 S. Avalon Blvd., Suite 210
Carson, CA 90746
Joanna Garcia-Singleton
Tel (310) 660-6207 / Fax (310) 516-1576
joannag@westbasin.org
Since +/- 2011
Supply and deliver Sodium Hypochlorite, Sodium Hydroxide and Sodium Bisulfite

Los Angeles Department of Water & Power (LADWP)
111 N. Hope Street, Room 114
Los Angeles, CA 90012
Ron Orantes
Tel (818) 771-6007
Ronald.Orantes@ladwp.com
Since +/- 2013
Supply and deliver Chlorine Tons and Railcar

PART 4
PRICE AND FEE BID
BID # 20240306-PM(6)
Water & Wastewater Treatment Plant Chemicals

Award will be made to the lowest responsive and responsible bidder per line item unit cost and where applicable specimen approved. Bid line items your company intends to bid and write "No Bid" on line items you will not be bidding to complete the bid table. Usage varies throughout the year(s), therefore estimated quantities used, (see page 18, item 9. INTENT OF CONTRACT (b) ANNUAL CONTRACTS).

Item No.	A. Description	B. Delivery Frequency	C. Units	D. Quantity Per Delivery	E. Unit Price	F. Extended Price (D*E)
1	Chlorine Gas	20 Ton cylinders per year (Delivery approx. twice per month)	Per Lb.	4000 lb	Price Includes 2.1% California Mill Assessment, Plus Sales Tax, No Deposits. $ 1.375/Lb	$ 5,500.00
2	Sodium Hypochlorite 12.5% mini-bulk (Water)	16 times per year (delivery to 13 well sites, summer every 2 weeks, winter every month, average delivery per site 150-200 gallons (see Exhibit "A" page 23)	Per Gal.	1,800 gal	$ No Bid	$ No Bid
3	Sodium Hypochlorite 12.5% (Water)	12 times per year (delivery approx. 3 – 5 weeks)	Per Gal.	4,500 gal	Price Includes 2.1% $ 1.83/Gal	California Mill Assessment, Plus Sales Tax. $ 8,235.00
4	Sodium Hydroxide 50% (Water)	2 times per year (delivery every other month)	Per Gal.	2,000 gal	$ No Bid	$ No Bid
5	Praestol 186KH polymer or City approved equal (Water)	4 times per year (1 delivery every 3 months-bulk delivery 3,000 gal)	Per Gal.	3,000 gal	$ No Bid	$ No Bid
6	Praestol A 3040 LTR FLOCCULANT or City approved equal (Water)	36 drums per year (delivery 6 drums every 2 months)	Per Gal.	55 gal	$ No Bid	$ No Bid
7	Praestol A 3010 LTR FLOCCULANT or City approved equal (Water)	12 drums per year (delivery 4 drums every 4 months)	Per Gal.	55 gal	$ No Bid	$ No Bid
8	Aluminum Chlorohydrate (ACH) 50% Solution (Water)	10 times per year (delivery approx. once per month)	Per Gal.	4,500 gal	$ No Bid	$ No Bid

9	Citric Acid 50% (WW)	17 times per year (delivery 1-1.5 times a month)	Per Gal.	600 gal	$ No Bid	$ No Bid
10	Ferric Chloride Solution (39-42%) (WW)	15 times per year (delivery approx. 1 – 1.5 times a month)	Per Gal.	5,000 gal	$ No Bid	$ No Bid
11	Sodium Hypochlorite 12.5% (WW)	36 times per year (delivery approx. 2.5-3 times per month)	Per Gal.	5,000 gal	Price Includes 2.1% California Mill Assessment, Plus Sales Tax. $ 1.83/Gal	$ 9,150.00
					BID TOTAL (Lines 1 through 11)	$ 22,885.00

TOTAL PRICE WRITING IN WORDS Twenty-Two Thousand Eight Hundred Eighty-Five Dollars and 00/100 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 [signature] Title Branch Manager Date March 18,2024

REQUEST FOR BIDS

WATER & WASTEWATER TREATMENT PLANT CHEMICALS

BID # 20240306-PM(6)

Issued By:

City of Redlands
Municipal Utilities and Engineering Department
Paul Mariscal, Water Utility Manager
Phone (909)798-7502
pmariscal@cityofredlands.org

Date of Issue:
Wednesday March 6, 2024

Due Date / Time:
Wednesday March 20, 2024 @ 10:00 am

Responses received and opened at
Office of the City Clerk, City of Redlands,
35 Cajon Street, Suite 4, Redlands, CA 92373

CALENDAR OF EVENTS

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing Manager. If the Purchasing Division finds it necessary to change any of these dates or times prior to the bid due date, the change will be accomplished by addendum.

ACTION	COMPLETION DATE
Issue RFB	Wednesday March 6, 2024
Pre-Bid Conference	N/A
Last Day for Questions	Wednesday March 13, 2024 @ 12:00pm
Publish Response to Questions	Thursday March 14, 2024 @ 4:00pm
Bids Due	Wednesday March 20, 2024 @ 10:00 am
Bid Opening Date	Wednesday March 20, 2024 @ 10:00 am
City Council Approval	TBD

PART 4
PRICE AND FEE BID
BID # 20240306-PM(6)
Water & Wastewater Treatment Plant Chemicals

Award will be made to the lowest responsive and responsible bidder per line item unit cost and where applicable specimen approved. Bid line items your company intends to bid and write "No Bid" on line items you will not be bidding to complete the bid table. Usage varies throughout the year(s), therefore estimated quantities used, (see page 18, item 9. INTENT OF CONTRACT (b) ANNUAL CONTRACTS).

Item No.	A. Description	B. Delivery Frequency	C. Units	D. Quantity Per Delivery	E. Unit Price	F. Extended Price (D*E)
1	Chlorine Gas	20 Ton cylinders per year (Delivery approx. twice per month)	Per Lb.	4000 lb	$	$
2	Sodium Hypochlorite 12.5% mini-bulk (Water)	16 times per year (delivery to 13 well sites, summer every 2 weeks, winter every month, average delivery per site 150-200 gallons (see Exhibit "A" page 23)	Per Gal.	1,800 gal	$ 4.15*	$ 7,470.00*
3	Sodium Hypochlorite 12.5% (Water)	12 times per year (delivery approx. 3 – 5 weeks)	Per Gal.	4,500 gal	$ 2.68*	$ 12,060.00
4	Sodium Hydroxide 50% (Water)	2 times per year (delivery every other month)	Per Gal.	2,000 gal	$ 3.05	$ 6,100.00
5	Praestol 186KH polymer or City approved equal (Water)	4 times per year (1 delivery every 3 months-bulk delivery 3,000 gal)	Per Gal.	3,000 gal	$	$
6	Praestol A 3040 LTR FLOCCULANT or City approved equal (Water)	36 drums per year (delivery 6 drums every 2 months)	Per Gal.	55 gal	$	$
7	Praestol A 3010 LTR FLOCCULANT or City approved equal (Water)	12 drums per year (delivery 4 drums every 4 months)	Per Gal.	55 gal	$	$
8	Aluminum Chlorohydrate (ACH) 50% Solution (Water)	10 times per year (delivery approx. once per month)	Per Gal.	4,500 gal	$	$

9	Citric Acid 50% (WW)	17 times per year (delivery 1-1.5 times a month)	Per Gal.	600 gal	$ 10.80	$ 6,48000
10	Ferric Chloride Solution (39-42%) (WW)	15 times per year (delivery approx. 1 – 1.5 times a month)	Per Gal.	5,000 gal	$	$
11	Sodium Hypochlorite 12.5% (WW)	36 times per year (delivery approx. 2.5-3 times per month)	Per Gal.	5,000 gal	$	$
					BID TOTAL (Lines 1 through 11)	$ 32,110.00

*Mill Tax is not included in price - 2.175%

TOTAL PRICE WRITING IN WORDS D*E = Thirty two thousand one hundred ten

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 _____ Title Executive Vice President Date 3/15/2024

Matt Werger

Original

PART 2
REQUEST FOR BID #20240306-PM(6)
Water & Wastewater Treatment Plant Chemicals

BID DOCUMENTS COVER PAGE
Name of Firm, Entity or Organization: Solenis LLC
Federal Employer Identification Number (EIN) [redacted] **State of California License Number (if applicable):** **Name of Contact person:** Chelsea Vaughan-Burns **Title:** Business Support Analyst **Email address:** bidders@solenis.com
Mailing Address: 2475 Pinnacle Drive Wilmingon, DE 19803 **Street Address (if different):** Same as above **City, State, Zip:** **Telephone:** 302-502-0802 **Fax:** NA
Organization: (check one) **Corporation:** ☐ **Proprietorship:** ☐ **Other:** ☒ **Partnership:** ☐ **Joint Venture:** ☐ Limited Liability Company **If Corporation:** **Date of Incorporation:** **State of Incorporation:** Organized in the state of Delaware **States Registered in as Foreign Corporation:** Admitted in all states
Authorized Signature: **Print Name:** Wendy S. Mueller **Signature:** Wendy S Mueller **Title:** Regional Pricing Director **Phone:** 302-502-0802
This document must be completed and returned with your submittal.

BIDDER CERTIFICATION		
Water & Wastewater Treatment Plant Chemicals		
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: Wednesday March 20, 2024	**DUE TIME:** 10:00 am	**REQUEST FOR BID** #20240306-PM(6)
BIDDER NAME: Solenis LLC		**PHONE NUMBER:** 302-502-0802
BIDDER MAILING ADDRESS: 2475 Pinnacle Drive		**FAX NUMBER:** NA
CITY/STATE/ZIP Wilmingon, DE 19803		**E-MAIL ADDRESS:** bidders@solenis.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."

Wendy S. Mueller, Regional Pricing Director	Wendy S Mueller	3/18/2024
Authorized Bidder Name, Title (Print)	Authorized Signature	Date

This form must be completed and returned with your Submittal

solenis.com

EXECUTIVE SUMMARY

VENDOR INFORMATION

Solenis LLC
Emergency Phone (24 hours/7 days a week) 1-844-SOLENIS
Fed ID # 46-56-83681
DUNS# 07-943-6434

REMIT ADDRESS

Solenis LLC
PO Box 116232
Atlanta, GA 30368

ADMINISTRATIVE ADDRESS

Solenis LLC
2475 Pinnacle Drive
Wilmington, DE 19803

PLANT ADDRESSES

Solenis LLC
2401 Doyle Street
Greensboro, NC 27406

Solenis LLC
2301 Wilroy Road
Suffolk, VA 23434

BID & CONTRACT CONTACT

CHELSEA VAUGAHN-BURNS
2475 Pinnacle Drive
Wilmington, DE 19803
Phone: 302-502-0802
Bidders@solenis.com
CVAUGHANBURNS@solenis.com

TECHNICAL REPRESENTATIVE

DANE MARCELLETTI
Authorized Agent
California Environmental
Phone: 805-660-8345
dane@ced.biz

ORDERING & CUSTOMER SERVICE REPRESENTATIVE

MARGARET BOINS
Customer Service Representative
Phone: 866-878-4137
Fax: 888-606-6668
IWTCustomerService@solenis.com

FIRM INFORMATION/ORGANIZATION	
CONTRACT MANAGEMENT CONTACT INFORMATION	
SHOP OWNER OR MANAGER	
NAME	Mike Gorski
TITLE	Western Territory Sales Manager
OFFICE PHONE	503-577-3361
CELL	503-577-3361
FAX	NA
HOURS AVAILABLE	8am-5pm PST
CONTRACT MANAGER	
NAME	Chelsea Vaughan-Burns
TITLE	Business Support Analyst
OFFICE PHONE	302-502-0802
CELL	302-502-0802
FAX	NA
HOURS AVAILABLE	8am-5pm EST
ALTERNATE CONTACT	
NAME	Dane Marcelletti
TITLE	Technical Sales Representative
OFFICE PHONE	805-660-8345
CELL	805-660-8345
FAX	NA
HOURS AVAILABLE	8am-5pm PST
EMERGENCY CONTACT/ AFTER HOURS CONTACT	
NAME	Person on call
TITLE	EHS and Safety Staff
OFFICE PHONE	1-844-SOLENIS
CELL	NA
FAX	NA
HOURS AVAILABLE	24 hours / 7 days a week

solenis.com

REFERENCES

City of Bakersfield

Customer since 2000

Supply Polymer for wastewater treatment

Volume : 600K pounds annually

8601 Ashe Road

Bakersfield, CA 93313

Contact: Josh Hernandez

(661) 865-6745

jhernandez@Bakersfieldcity.us

Eastern Municipal Water District

Customer since 2009

Supply Polymer for wastewater treatment

Volume: 525K pounds annually

42565 Avenida Alvarado

Temecula, CA 92590

Contact: Clete Fracchiolla

(951) 296-5052

fracchic@smwd.org

Los Angeles County Sanitation District

Customer on/off since 2003

Supply Polymer for wastewater treatment

Volume: Approximately 600K pounds annually

1965 Workman Mill Road

Whittier, CA 90601

Contact: KC Bisto

(307) 752-0796

kcbisto@lacsd.org

N/A

STATEMENT OF "NO-PROPOSAL RESPONSE"

City of Redlands

If you do not intend to submit a proposal for this project, please complete and return this form prior to date shown for receipt of proposals to:

City of Redlands, Municipal Utilities and Engineering Department
35 Cajon Street Ste. 15A, Redlands, CA 92373
Attn: Paul Mariscal, Water Utility Manager

We, the undersigned, have declined to submit a proposal on your RFB: # 20240306-PM(6)
Water & Wastewater Treatment Plant Chemicals

_____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)

_____ Insufficient time to respond to Request for Proposals.

_____ We do not offer this product/s or equivalent.

_____ Remove us from your bidders' list for this commodity or service.

_____ Our product schedule would not permit us to perform to specifications.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Competition restricted by pre-approved owner standards.

_____ Other (please specify below).

Remarks: _____

_____

_____

Company Name: _____

Address: _____

Signature and Title: _____ Title: _____

Telephone Number: _____ Date: _____

PART 3
SCOPE OF SERVICES

SCOPE

The City of Redlands Municipal Utilities and Engineering Department is soliciting bids for: Water & Wastewater Treatment Plant Chemicals.

This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

CHEMICALS

All drinking water chemicals shall be NSF 60 certified.

SODIUM HYPOCHLORITE (MINI BULK)

Deliveries must have a Surcharge per milk run. A milk run is the delivery tanker traveling to the various remote well site locations to squirt fill Sodium Hypochlorite storage tanks. If surcharged by site, it will increase the cost per gallon and shall be included in the unit price. Milk Fee and Surcharge must be included in the price per gallon. Well site locations listed in Exhibit A.

POLYMERS

BRAND NAME

Whenever a reference to a specific brand name is made in this Request for Bid, it is to be construed as a specification which describes a component that has been tested or evaluated by the City as best meeting the specific operational, design, performance, maintenance, quality or reliability standards as required by the City. The City reserves the sole right to reject testing samples of previously tested product that did not meet the City's standards. The City reserves the sole right to reject a substituted component that will not fulfill the requirements. It shall be the sole responsibility of the bidder to provide at bidder's expense any product information, test data, and other information or documents the City may require to fully evaluate or demonstrate the acceptability of the offered substitute.

SAMPLES OR SPECIMENS

If bidder's product is not presently being used by the City, bidders must provide a one-liter sample so that the City may determine suitability and feed rates. City will contact known vendors at its discretion to schedule an allotted time for testing. If bidders fail to provide their samples and fail to schedule a testing appointment, the City will not accept their bids. All performance testing shall be scheduled in advance with the plant

supervisor. The City reserves the right to reject bids submitted without the required samples for test specimens. Samples or test specimens of items, when required, must be furnished free of expense to the City. If samples are not destroyed by tests, these can, upon request, be returned to the bidder at the bidder's expense. Samples or test specimens gathering, transportation, shipping, and certified laboratory analysis may be required at the bidder's expense. The specimen testing period shall end April 1, 2024.

DELIVERY

Deliveries shall be shipped Free on Board ("FOB") destination to all City facilities listed below. The successful bidder shall furnish all fittings necessary to connect to City storage facilities. Delivery trucks must be equipped with compressed air for unloading. All delivery trucks must be capable of transporting and delivering the specified quantity listed on the 'Quantity per Delivery'. Shipments will be received only on weekdays between the hours of 8 a.m. and 2 p.m. Deliveries will not be accepted, unless specified otherwise, by the City, on weekends and holidays. Any exception to this requirement must be approved by the plant supervisor (or designated representative) prior to the delivery.

LOCATIONS

Facility	Contact
City of Redlands Horace P. Hinckley WTP 1604 N. Crafton Ave. Mentone, Ca. 92359	1. Hinckley WTP Control Room – (909) 798-7666 2. Chris Mercier, Water Operations Supervisor – (909) 567-5947 cmercier@cityofredlands.org 3. Water Production On-call – (909) 478-4642
City of Redlands Henry Tate WTP 3050 Mill Creek Rd. Mentone, Ca. 92359	1. Tate WTP Control Room – (909) 798-7501 2. Chris Mercier, Water Operations Supervisor – (909) 567-5947 cmercier@cityofredlands.org
City of Redlands Wastewater Treatment Plant 1950 Nevada Street Redlands, Ca. 92374	1. Wastewater Operations – (909) 841-3505 WWTPOperations@cityofredlands.org 2. Joseph Hamburger, Wastewater Operations Supervisor – (909) 353-9049 jhamburger@cityofredlands.org
City of Redlands Remote well sites See Exhibit "A" for well site locations	1. Chris Mercier, Water Operations Supervisor – (909) 567-5947 cmercier@cityofredlands.org 2. Water Production On-call – (909) 478-4642

SAFETY REQUIREMENTS

The truck driver shall wear the appropriate protective face and body apparel as required by the Division of Occupational Safety and Health (DOSH), better known as Cal/OSHA. Upon arrival at the City facility, the truck driver shall present to the on-site City personnel the following items before unloading the product from the truck:

1. Shipping Papers/Bill of lading
2. Weighmaster's Certificate of Weight and Measure
3. A copy of the washout tag for the load (if applicable)
4. Sample of the delivered product (bulk deliveries)
5. A copy of the product NSF 60 certification
6. A copy of Safety Data Sheet with each shipment

PART 4
PRICE AND FEE BID
BID # 20240306-PM(6)
Water & Wastewater Treatment Plant Chemicals

Award will be made to the lowest responsive and responsible bidder per line item unit cost and where applicable specimen approved. Bid line items your company intends to bid and write "No Bid" on line items you will not be bidding to complete the bid table. Usage varies throughout the year(s), therefore estimated quantities used, (see page 18, item 9. INTENT OF CONTRACT (b) ANNUAL CONTRACTS).

Item No.	A. Description	B. Delivery Frequency	C. Units	D. Quantity Per Delivery	E. Unit Price	F. Extended Price (D*E)
1	Chlorine Gas	20 Ton cylinders per year (Delivery approx. twice per month)	Per Lb.	4000 lb	$ NO BID	$ NO BID
2	Sodium Hypochlorite 12.5% mini-bulk (Water)	16 times per year (delivery to 13 well sites, summer every 2 weeks, winter every month, average delivery per site 150-200 gallons (see Exhibit "A" page 23)	Per Gal.	1,800 gal	$ NO BID	$ NO BID
3	Sodium Hypochlorite 12.5% (Water)	12 times per year (delivery approx. 3 – 5 weeks)	Per Gal.	4,500 gal	$ NO BID	$ NO BID
4	Sodium Hydroxide 50% (Water)	2 times per year (delivery every other month)	Per Gal.	2,000 gal	$ NO BID	$ NO BID
5	Praestol 186KH polymer or City approved equal (Water)	4 times per year (1 delivery every 3 months-bulk delivery 3,000 gal) ($1.10/LB)	Per Gal.	3,000 gal	$ 9.54/GAL	$ 28,620.00
6	Praestol A 3040 LTR FLOCCULANT or City approved equal (Water)	36 drums per year (delivery 6 drums every 2 months) ($1.62/LB)	Per Gal.	55 gal	$ 14.45/GAL	$ 794.75
7	Praestol A 3010 LTR FLOCCULANT or City approved equal (Water)	12 drums per year (delivery 4 drums every 4 months) ($1.46/LB)	Per Gal.	55 gal	$ 12.65/GAL	$ 695.75
8	Aluminum Chlorohydrate (ACH) 50% Solution (Water)	10 times per year (delivery approx. once per month)	Per Gal.	4,500 gal	$ NO BID	$ NO BID

9	Citric Acid 50% (WW)	17 times per year (delivery 1-1.5 times a month)	Per Gal.	600 gal	$ NO BID	$ NO BID
10	Ferric Chloride Solution (39-42%) (WW)	15 times per year (delivery approx. 1 – 1.5 times a month)	Per Gal.	5,000 gal	$ NO BID	$ NO BID
11	Sodium Hypochlorite 12.5% (WW)	36 times per year (delivery approx. 2.5-3 times per month)	Per Gal.	5,000 gal	$ NO BID	$ NO BID
					BID TOTAL (Lines 1 through 11)	$ 30,110.50

TOTAL PRICE WRITING IN WORDS Thirty Thousand, One Hundred Ten Dollars and Fifty 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 Wendy S Mueller Title Regional Pricing Director Date 3/18/2024

REQUEST FOR BIDS

WATER & WASTEWATER TREATMENT PLANT CHEMICALS

BID # 20240306-PM(6)

Issued By:

City of Redlands
Municipal Utilities and Engineering Department
Paul Mariscal, Water Utility Manager
Phone (909)798-7502
pmariscal@cityofredlands.org

Date of Issue:
Wednesday March 6, 2024

Due Date / Time:
Wednesday March 20, 2024 @ 10:00 am

Responses received and opened at
Office of the City Clerk, City of Redlands,
35 Cajon Street, Suite 4, Redlands, CA 92373

CALENDAR OF EVENTS

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing Manager. If the Purchasing Division finds it necessary to change any of these dates or times prior to the bid due date, the change will be accomplished by addendum.

ACTION	COMPLETION DATE
Issue RFB	Wednesday March 6, 2024
Pre-Bid Conference	N/A
Last Day for Questions	Wednesday March 13, 2024 @ 12:00pm
Publish Response to Questions	Thursday March 14, 2024 @ 4:00pm
Bids Due	Wednesday March 20, 2024 @ 10:00 am
Bid Opening Date	Wednesday March 20, 2024 @ 10:00 am
City Council Approval	TBD

PART 4
PRICE AND FEE BID
BID # 20240306-PM(6)
Water & Wastewater Treatment Plant Chemicals

Award will be made to the lowest responsive and responsible bidder per line item unit cost and where applicable specimen approved. Bid line items your company intends to bid and write "No Bid" on line items you will not be bidding to complete the bid table. Usage varies throughout the year(s), therefore estimated quantities used, (see page 18, item 9. INTENT OF CONTRACT (b) ANNUAL CONTRACTS).

Item No.	A. Description	B. Delivery Frequency	C. Units	D. Quantity Per Delivery	E. Unit Price	F. Extended Price (D*E)
1	Chlorine Gas	20 Ton cylinders per year (Delivery approx. twice per month)	Per Lb.	4000 lb	$ No Bid	$ No Bid
2	Sodium Hypochlorite 12.5% mini-bulk (Water)	16 times per year (delivery to 13 well sites, summer every 2 weeks, winter every month, average delivery per site 150-200 gallons (see Exhibit "A" page 23)	Per Gal.	1,800 gal	$ No Bid	$ No Bid
3	Sodium Hypochlorite 12.5% (Water)	12 times per year (delivery approx. 3 – 5 weeks)	Per Gal.	4,500 gal	$ No Bid	$ No Bid
4	Sodium Hydroxide 50% (Water)	2 times per year (delivery every other month)	Per Gal.	2,000 gal	$ No Bid	$ No Bid
5	Praestol 186KH polymer or City approved equal (Water)	4 times per year (1 delivery every 3 months-bulk delivery 3,000 gal)	Per Gal.	3,000 gal	$ No Bid	$ No Bid
6	Praestol A 3040 LTR FLOCCULANT or City approved equal (Water)	36 drums per year (delivery 6 drums every 2 months)	Per Gal.	55 gal	$ No Bid	$ No Bid
7	Praestol A 3010 LTR FLOCCULANT or City approved equal (Water)	12 drums per year (delivery 4 drums every 4 months)	Per Gal.	55 gal	$ No Bid	$ No Bid
8	Aluminum Chlorohydrate (ACH) 50% Solution (Water)	10 times per year (delivery approx. once per month)	Per Gal.	4,500 gal	$ 5.0108/gal.	$ 22,548.60

9	Citric Acid 50% (WW)	17 times per year (delivery 1-1.5 times a month)	Per Gal.	600 gal	$ No Bid	$ No Bid
10	Ferric Chloride Solution (39-42%) (WW)	15 times per year (delivery approx. 1 – 1.5 times a month)	Per Gal.	5,000 gal	$ No Bid	$ No Bid
11	Sodium Hypochlorite 12.5% (WW)	36 times per year (delivery approx. 2.5-3 times per month)	Per Gal.	5,000 gal	$ No Bid	$ No Bid
					BID TOTAL (Lines 1 through 11)	$ 22,548.60

TOTAL PRICE WRITING IN WORDS

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 _____ Title Terry Waldo, Chief Commercial Offficer Date 03/12/2024

ORIGINAL

PART 2
REQUEST FOR BID #20240306-PM(6)
Water & Wastewater Treatment Plant Chemicals

BID DOCUMENTS COVER PAGE
Name of Firm, Entity or Organization: Pencco, Inc.
Federal Employer Identification Number (EIN [redacted]
State of California License Number (if applicable):
Name of Contact person: Sarah Duffy
Title: Bid Sec.
Email address: sarah@pencco.com
Mailing Address: PO Box 600 San Felipe, Tx 77473
Street Address (if different): 831 Bartlett Rd
City, State, Zip: Sealy, Texas 77474
Telephone: 979.885.0005 **Fax:** 979.885.3208
Organization: (check one) **Corporation:** ☒ **Proprietorship:** ☐ **Other:** ☐ **Partnership:** ☐ **Joint Venture:** ☐
If Corporation: **Date of Incorporation:** 9/4/1984 **State of Incorporation:** Texas
States Registered in as Foreign Corporation: Multiple
Authorized Signature: Sarah Duffy
Print Name: Sarah Duffy
Signature: Sarah Duffy
Title: Bid Sec.
Phone: 979.885.0005
This document must be completed and returned with your submittal.

BIDDER CERTIFICATION	
Water & Wastewater Treatment Plant Chemicals	
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
Wednesday March 20, 2024	10:00 am	#20240306-PM(6)

BIDDER NAME: Pencco, Inc.	**PHONE NUMBER:** 979.885.0005
BIDDER MAILING ADDRESS: PO Box 600	**FAX NUMBER:** 979.885.3208
CITY/STATE/ZIP San Felipe Tx 77473	**E-MAIL ADDRESS:** sarah@pencco.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."

Sarah Duffy Bid Sec.	Sarah Duffy	3/12/24
Authorized Bidder Name, Title (Print)	Authorized Signature	Date

This form must be completed and returned with your Submittal

FIRM INFORMATION/ORGANIZATION	
CONTRACT MANAGEMENT CONTACT INFORMATION	
SHOP OWNER OR MANAGER	
NAME	Mel Blaine
TITLE	COO
OFFICE PHONE	
CELL	909.809.7034
FAX	
HOURS AVAILABLE	Monday - Friday 8am - 5pm
CONTRACT MANAGER	
NAME	Sarah Duffy
TITLE	Inside Sales Manager / Bid Sec.
OFFICE PHONE	979.885.0005
CELL	
FAX	979.885.3208
HOURS AVAILABLE	Monday - Friday 7:30am - 4:00pm
ALTERNATE CONTACT	
NAME	Mark Border
TITLE	Western Regional Sales Representative
OFFICE PHONE	
CELL	714.926.7205
FAX	
HOURS AVAILABLE	Monday - Friday 8am - 5pm
EMERGENCY CONTACT/ AFTER HOURS CONTACT	
NAME	Pencco, Inc.
TITLE	
OFFICE PHONE	979.885.0005
CELL	
FAX	
HOURS AVAILABLE	24/7

PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

Company Overview

Pencco Inc.
Corporate address: 831 Bartlett Rd, Sealy, Texas 77474
Mailing address: PO Box 600, San Felipe, Texas, 77473

Pencco, Inc. is a Texas Corporation established in 1984. Pencco has manufactured and delivered iron based water treatment products to municipalities for over thirty years. Our product formulations and quality control are custom engineered to meet customer specifications. Our services include delivery systems, monitoring, and site maintenance. Originally based in South-Central U.S., Pencco expanded its operations to serve the Southern California market with the same level of product quality and customer care. Pencco has also been an authorized hydrofluorosilicic acid distributor since 1999.

Manufacturing Facilities:

- Vernon, CA
- Bardwell, TX
- Three Rivers, TX
- Sealy, TX
- Middlesex, NC

Rail Distribution Terminals:

- Willow Springs, IL
- Middlesex, NC
- Ennis, TX
- Sealy, TX
- Bardwell, TX
- Stockton, CA
- Morganton, NC
- Buckeye, AZ
- Whippany, NJ

We produce and market

- Ferric Sulfate
- Ferrous Sulfate
- Fluorosilicic Acid
- Ferric Chloride
- Ferrous Chloride
- Poly Ferric Sulfate
- SulfEnd®

We have 140 employees. Our key personnel include:

- Owner/President & Chemical Engineer – R. L. Horne
- COO – Mel Blaine

PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

REFERENCES

City of Petaluma, CA
3890 Cypress Drive, Petaluma, CA 94954
Tiffany Avila – Purchasing – tavila@cityofpetaluma.org – 707.776.3730
7/1/21 – 6/30/24 – Supply and deliver Ferric Chloride

City of Visalia, CA
707 W Acequia Avenue, Visalia, CA 93291
Christy Hodson – Purchasing – Christy.hodson@visalia.city – 559.713.4334
5/1/20 – 6/30/2023 – Supply and deliver Ferric Chloride

City of Victorville, CA
14343 Civic Drive, Victorville, CA 92392
Celeste Calderon – Purchasing – cmcalderon@victorvilleca.gov – 760.955.5082
7/1/22 – 6/30/23 – Supply and deliver Ferric Chloride

PART 3
SCOPE OF SERVICES

SCOPE
The City of Redlands Municipal Utilities and Engineering Department is soliciting bids for: Water & Wastewater Treatment Plant Chemicals.

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Deliveries must have a Surcharge per milk run. A milk run is the delivery tanker traveling to the various remote well site locations to squirt fill Sodium Hypochlorite storage tanks. If surcharged by site, it will increase the cost per gallon and shall be included in the unit price. Milk Fee and Surcharge must be included in the price per gallon. Well site locations listed in Exhibit A.

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BRAND NAME

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1. Shipping Papers/Bill of lading
2. Weighmaster's Certificate of Weight and Measure
3. A copy of the washout tag for the load (if applicable)
4. Sample of the delivered product (bulk deliveries)
5. A copy of the product NSF 60 certification
6. A copy of Safety Data Sheet with each shipment

CONDITION OF CARGO TRAILERS

All cargo trailers and appurtenant valves used for chemical deliveries shall be in good mechanical order and shall be in full compliance with the applicable requirements of the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations, as currently issued. Wash down certificates are required for non-dedicated tankers.

REJECTION OF DELIVERIES

1. As part of the contract/agreement, the City of Redlands will reserve the right to select or reject employees and sub-contractors providing services.
2. The City reserves the right to reject any delivery which does not conform to the chemical specifications; or if after inspection by on-site City personnel, the truck, trailer, hose, or product is determined to be contaminated or compromised.
3. All bulk deliveries shall be identified with serial tags and corresponding bill of lading information. Deliveries will be refused at the sole expense of the supplier for failure to provide matching serial tags and documentation.
4. All deliveries shall supply accurate bill of lading documentation, including facility name, delivery address and product information. Deliveries will be refused at the sole expense of the supplier for failure to provide accurate bill of lading documentation.

PART 4
PRICE AND FEE BID
BID # 20240306-PM(6)
Water & Wastewater Treatment Plant Chemicals

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1	Chlorine Gas	20 Ton cylinders per year (Delivery approx. twice per month)	Per Lb.	4000 lb	$ NO BID	$
2	Sodium Hypochlorite 12.5% mini-bulk (Water)	16 times per year (delivery to 13 well sites, summer every 2 weeks, winter every month, average delivery per site 150-200 gallons (see Exhibit "A" page 23)	Per Gal.	1,800 gal	$ NO BID	$
3	Sodium Hypochlorite 12.5% (Water)	12 times per year (delivery approx. 3 – 5 weeks)	Per Gal.	4,500 gal	$ NO BID	$
4	Sodium Hydroxide 50% (Water)	2 times per year (delivery every other month)	Per Gal.	2,000 gal	$ NO BID	$
5	Praestol 186KH polymer or City approved equal (Water)	4 times per year (1 delivery every 3 months-bulk delivery 3,000 gal)	Per Gal.	3,000 gal	$ NO BID	$
6	Praestol A 3040 LTR FLOCCULANT or City approved equal (Water)	36 drums per year (delivery 6 drums every 2 months)	Per Gal.	55 gal	$ NO BID	$
7	Praestol A 3010 LTR FLOCCULANT or City approved equal (Water)	12 drums per year (delivery 4 drums every 4 months)	Per Gal.	55 gal	$ NO BID	$
8	Aluminum Chlorohydrate (ACH) 50% Solution (Water)	10 times per year (delivery approx. once per month)	Per Gal.	4,500 gal	$ NO BID	$

9	Citric Acid 50% (WW)	17 times per year (delivery 1-1.5 times a month)	Per Gal.	600 gal	$ NO BID	$
10	Ferric Chloride Solution (39-42%) (WW)	15 times per year (delivery approx. 1 – 1.5 times a month)	Per Gal.	5,000 gal	$ 2.89	$ 14,450.00
11	Sodium Hypochlorite 12.5% (WW)	36 times per year (delivery approx. 2.5-3 times per month)	Per Gal.	5,000 gal	$ NO BID	$
					BID TOTAL (Lines 1 through 11)	$ 14,450.00

TOTAL PRICE WRITING IN WORDS Fourteen thousand, four hundred and fifty 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 Sarah Duffy Sarah Duffy Title Bid Sec. Date 3/12/24

REQUEST FOR BIDS

WATER & WASTEWATER TREATMENT PLANT CHEMICALS

BID # 20240306-PM(6)

Issued By:

City of Redlands
Municipal Utilities and Engineering Department
Paul Mariscal, Water Utility Manager
Phone (909)798-7502
pmariscal@cityofredlands.org

Date of Issue:
Wednesday March 6, 2024

Due Date / Time:
Wednesday March 20, 2024 @ 10:00 am

Responses received and opened at
Office of the City Clerk, City of Redlands,
35 Cajon Street, Suite 4, Redlands, CA 92373

PART 4
PRICE AND FEE BID
BID # 20240306-PM(6)
Water & Wastewater Treatment Plant Chemicals

Award will be made to the lowest responsive and responsible bidder per line item unit cost and where applicable specimen approved. Bid line items your company intends to bid and write "No Bid" on line items you will not be bidding to complete the bid table. Usage varies throughout the year(s), therefore estimated quantities used, (see page 18, item 9. INTENT OF CONTRACT (b) ANNUAL CONTRACTS).

Item No.	A. Description	B. Delivery Frequency	C. Units	D. Quantity Per Delivery	E. Unit Price	F. Extended Price (D*E)
1	Chlorine Gas	20 Ton cylinders per year (Delivery approx. twice per month)	Per Lb.	4000 lb	$ No Bid	$
2	Sodium Hypochlorite 12.5% mini-bulk (Water)	16 times per year (delivery to 13 well sites, summer every 2 weeks, winter every month, average delivery per site 150-200 gallons (see Exhibit "A" page 23)	Per Gal.	1,800 gal	$ 3.30	$ 95,040.00
3	Sodium Hypochlorite 12.5% (Water)	12 times per year (delivery approx. 3 – 5 weeks)	Per Gal.	4,500 gal	$ 2.30	$ 124,200.00
4	Sodium Hydroxide 50% (Water)	2 times per year (delivery every other month)	Per Gal.	2,000 gal	$ No Bid	$
5	Praestol 186KH polymer or City approved equal (Water)	4 times per year (1 delivery every 3 months-bulk delivery 3,000 gal)	Per Gal.	3,000 gal	$ No Bid	$
6	Praestol A 3040 LTR FLOCCULANT or City approved equal (Water)	36 drums per year (delivery 6 drums every 2 months)	Per Gal.	55 gal	$ No Bid	$
7	Praestol A 3010 LTR FLOCCULANT or City approved equal (Water)	12 drums per year (delivery 4 drums every 4 months)	Per Gal.	55 gal	$ No Bid	$
8	Aluminum Chlorohydrate (ACH) 50% Solution (Water)	10 times per year (delivery approx. once per month)	Per Gal.	4,500 gal	$ No Bid	$

9	Citric Acid 50% (WW)	17 times per year (delivery 1-1.5 times a month)	Per Gal.	600 gal	$ No Bid	$
10	Ferric Chloride Solution (39-42%) (WW)	15 times per year (delivery approx. 1 – 1.5 times a month)	Per Gal.	5,000 gal	$ No Bid	$
11	Sodium Hypochlorite 12.5% (WW)	36 times per year (delivery approx. 2.5-3 times per month)	Per Gal.	5,000 gal	$ 2.30	$ 414,000.00
					BID TOTAL (Lines 1 through 11)	$ 633,240.00

TOTAL PRICE WRITING IN WORDS : six hundred thirty three thousand two hundred forty 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 Ken Ward Title CFO, HASA Inc. Date March 18, 2024

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **23rd day of April 2024 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Water and Wastewater Facility Parts and Supplies – 20240409-PM(5)**. 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 (N/A)	Total Bid Amount
1	McMaster-Carr Supply Company, Santa Fe Springs, CA	Yes	N/A	$59,954.30

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Paul Mariscal; Jung Park; Ashley Rosario; LaWanda Butler

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. 20240409-PM(5) **BID DATE: 04/23/2024**

Annual P.O.		MCMASTER-CARR SUPPLY	FISCAL YEAR: 2024/2025	
Line No.	**A. Description**	**B. Units**	**C. Unit Price**	**E. Extended Price (B*C)**
1	Regulator Fitting-Inlet Nipple CGA #580 3" Long ¼" NPT	12	$ 4.46	$ 53.52
2	Regulator Fitting-Inlet Nut, CGA #580 Male Thread 1-3/16" Long	12	$ 5.10	$ 61.20
3	Wire Rope Sling with Hooks, Three Leg, 3/8" Diameter, 3 Feet Long	4	$ 287.76	$ 1,151.04
4	High-Strength Oil-Resistant Buna-N Rubber Sheet; 12" Width x 12" Length, 1" Thickness, 40A Durometer	12	$ 147.85	$ 1,774.20
5	AC Motor-Start Capacitor 340-408 MU-F Capacitance Voltage 125, Terminal Width ¼"	12	$ 9.47	$ 113.64
6	Wall-Mount and Bench Top Shelf Cabinet with Lock, 2 Keys, 5 Shelves, 26-1/2"x 30"x 9" Overall. Steel/Paint	4	$ 261.77	$ 1,047.08
7	High-Speed Steel ½" Diameter Reduced-Shank Drill Bit 13/16".6" Overall Length, 2, 10" Drill Depth	20	$ 47.44	$ 948.80
8	Strut Channel. Slotted Hole, Fiberglass, 6 Feet Length 5/8" Square.	20	$ 81.38	$ 1,627.60
9	Natural Rubber Vibration Damping Sandwich Mount Male/Male, Stainless Steel, 3/8" -16 Thread,3/4" High, 2" Wide	30	$ 19.38	$ 581.40
10	Vibration – Damping Strut-Mount Routing Clamp. Plastic with Rubber Cushion, 3/8" ID	30	$ 5.86	$ 175.80
11	Vibration & Noise-Damping Strut-Mount Clamp for ½" Outside Diameter, ¼" Pipe	30	$ 8.76	$ 262.80
12	Food Grade Gear Oil. ISO Grade 320, SAE Grade 140, AGMA Grade 6. 5 Gallon	10	$ 251.30	$ 2,513.00
13	Brass Air-Release Valve with Vented Outlet for Water, ¾ NPT Male Inlet, 150 PSI	12	$ 35.01	$ 420.12
14	Food-Grade Grit-Top Fiberglass Grating. 1-1/2" High 1-1/2" x 1- 1/2" Opening. 4' Wide x 3'10" Long.	10	$ 798.43	$ 7,984.30
15	Water Filter with Easy-View Bowl, for Particles, ¼ NPT, 10gpm	12	$ 41.58	$ 498.96
16	Hammer-Driven Gasket and Washer Punch Set. One Step includes 15 Different inch Punches	6	$ 314.94	$ 1,889.64
17	Drop-in Liquid-Level Transmitter 0-30' of Water, 40' Cable Length. 316L Stainless Steel Clean Water	6	$ 722.59	$ 4,335.54
18	Food Grade Oil. ISO Grade 150, SAE Grade 90, AGMA Grade 4. 5 Gallon.	10	$ 258.57	$ 2,585.70
19	Wash-down Limit Switch. Adjustable Roller Lever. ½" NPT Female Conduit Entry 10 amps @ 300 Volt AC	6	$ 95.75	$ 574.50
20	Corrosion-Resistant 304 Stainless Steel Woven Wire Cloth 14 x 14 Mesh, .020" Wire Diameter, 36" Wide, 20' Long	4	$ 491.00	$ 1,964.00
21	Sound and Vibration Damper Sheets. Aluminum, 1/64" Thick, 24" x 48"	6	$ 43.07	$ 258.42
22	Drop-in Liquid-Level Transmitter 0-15' of Water, 40' Cable Length. 316L Stainless Steel Clean Water	6	$ 722.59	$ 4,335.54
23	Inline Flowmeter 0.5-5 gpm for Water, with PVC Fittings ½" NPT Female	6	$ 117.17	$ 703.02
24	Wash-down Switch, NEMA 4, 0.5 to 15 PSI. ½" NPT Female Conduit Port. 10 Amps @ 125/250 Volts AC	6	$ 441.25	$ 2,647.50
25	Miniature Nylon Suction Strainer. 2 NPT Male, 10 Mesh. 304SS Screen Material	12	$ 27.00	$ 324.00
26	Gas Regulator for Oxygen, CGA #540 Female Inlet, 0-125 PSI	4	$ 257.82	$ 1,031.28
27	Gas Regulator for Acetylene, CGA 510 Male Inlet, Heavy Duty, 0-15 PSI	4	$ 287.22	$ 1,148.88
28	Victor Professional Welding & Cutting Kit. Heavy Duty, ¾" Cut Capacity	6	$ 839.81	$ 5,038.86
29	8' aluminum adjustable gantry crane CMAA Specification 70, CMAA specification 79	2	$ 4,746.97	$ 9,493.94
30	Proximity-sensor shaft alignment kit	1	$ 4,410.02	$ 4,410.02
31	Handheld machine-monitoring sensor	2	$ -	$ -
		TOTAL SUM BID (1 THROUGH 31)		**$59,954.30**

REQUEST FOR BIDS

WATER & WASTEWATER FACILITY PARTS & SUPPLIES

BID # 20240409-PM(5)

Issued By:

City of Redlands
Municipal Utilities and Engineering Department
Paul Mariscal, Water Utility Manager
Phone (909)798-7502
pmariscal@cityofredlands.org

Date of Issue:
Tuesday April 09, 2024

Due Date / Time:
Tuesday April 23, 2024 @ 10:00 am

Responses received and opened at
Office of the City Clerk, City of Redlands,
35 Cajon Street, Suite 4, Redlands, CA 92373

CALENDAR OF EVENTS

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing Manager. If the Purchasing Division finds it necessary to change any of these dates or times prior to the bid due date, the change will be accomplished by addendum.

ACTION	COMPLETION DATE
Issue RFB	Tuesday April 9, 2024
Pre-Bid Conference	N/A
Last Day for Questions	Tuesday April 16, 2024 @ 12:00pm
Publish Response to Questions	Wednesday April 17, 2024 @ 4:00pm
Bids Due	Tuesday April 23, 2024 @ 10:00 am
Bid Opening Date	Tuesday April 23, 2024 @ 10:00 am
City Council Approval	TBD

PART 1
INTENT AND GENERAL INFORMATION

BACKGROUND

The City of Redlands Municipal Utilities and Engineering Department is soliciting bids for: WATER & WASTEWATER FACILITY PARTS & SUPPLIES.

The successful bidder will be issued an annual purchase order ("contract") for fiscal year 2024/2025 (July 1, 2024 – June 30, 2025) with optional extensions.

REQUEST FOR BID

The City of Redlands is currently using PlanetBids, a web-based bid management service to manage requests for bids. PlanetBids does not charge a fee to access and view current project "Request for Bids", however, PlanetBids require potential contractors, subcontractors, vendors, and suppliers to provide contact information in order to download files, receive addendum notifications and receive automatic updates or revisions to projects. PlanetBids can be accessed through the City of Redlands website at http://cityofredlands.org/purchasing.

Bidders shall take careful notice of the following conditions of this Request for Bid:

- Bids submitted by FAX or email will not be accepted under any circumstances. Late bids will not be accepted, and will be returned, unopened, to the proposer, at the bidder expense.

- Bids and modifications received after the time set for the bid opening will not be considered.

- Bids may not be withdrawn after they have been publicly opened, unless approved by City Staff.

- City of Redlands reserves the right to reject any and/or all bids, reserves the right to waive any informalities or irregularities in the bid or examination process, reserves the right to select low bidder per item, and reserves the right to award bids and/or contracts in the best interest of the City.

- All inquiry, questions or request for interpretation received by date and time noted on page 2 will be considered. Questions must be posted online at eProcurement system at www.cityofredlands.org/purchasing. Questions will not be answered over the phone or by email. Answers will be posted at the City website, eProcurement system www.cityofredlands.org/purchasing.

SUBMISSION OF FORMAL BIDS

Formal bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and time of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. Two complete bid packages **(1 original plus 1 copy)** with all required documents as itemized must be submitted in a single sealed envelope.

The outside of the bid package shall be prominently marked with the following identification:

Bid Title:	WATER & WASTEWATER FACILITY PARTS & SUPPLIES
Bid Number:	20240409-PM(5)
Bid Due Date:	Tuesday April 23, 2024 @ 10:00 am
Bidder's Name:	McMaster-Carr Supply Company
Bidder's Address:	9630 Norwalk Blvd, Santa Fe Springs, CA 90670

BIDDERS RESPONSIBILITY

Bidders are fully and completely responsible for the labeling, identification and delivery of their bids. The City will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed bid identification.
- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the sealed bid identification, may be inadvertently opened upon receipt, thereby invalidating such bids and excluded from the official bid opening process.
- Bids that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the City.
- Deadline for Submissions in response to this Request for Bid: Bids must be received no later than Tuesday April 23, 2024 @ 10:00 am.

The RFB should be neat, professional in appearance and bound appropriately for the document's thickness. The original document shall have original signatures and clearly noted with *ORIGINAL* on the cover. All bids shall be mailed or hand delivered to office of the City Clerk at the address given, by the date and time set forth herein.

Bids can be mailed to:

- City of Redlands
- Office of the City Clerk
- PO Box 3005
- Redlands, CA 92373

Bids can be hand-delivered to:

- City of Redlands
- Office of the City Clerk
- 35 Cajon Street, Suite 4
- Redlands, CA 92373

BID DOCUMENTS REQUIRED

Bidders are required to use the official "BID FORMS", and all attachments itemized herein are to be submitted as a single document. The following documents *must* be complete and all forms should be in the following arrangement for each submission:

- **Cover Page** This is to be used as the first page of the submission (page **7**) of the bid package. This form must be fully completed and signed by an authorized officer of the firm.

- **Bidder Certification / Addenda Acknowledgement or No-Proposal Form**

- **Executive Summary** Bidder must identity the Account Manager who will be working directly with the City and engaged in managing the deliver/work/product. Identify responsibilities of key individuals, other than the Account Manager, who will be assigned to the proposed contract, and who will have major responsibilities delivery/work/product required. This section should not exceed 1 page.

- **Firm Experience and References** At a minimum, a bidder should have been in business as a provider for a minimum of **five** (5) years. The Bid shall include at least **three (3) references** from past or current government entity clients for similar types of services, with at **minimum one (1)** reference being similar-type governmental agencies. Include title and brief description of each project with the following information:

  - Client (contact person, address, telephone #, fax # and email)
  - Date contract started to date completed (if applicable)
  - Nature of work for each contract (include all applicable work processes)

  NOTE: All entries in the entire BID 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.

- **Price and Fee Bid** Price and Fee Bid sheets are located in part four (4).

- **Business License** The successful Bidder will be required to obtain a City of Redlands business license. See page 22 for instructions on how to apply.

- **IRS W-9 Form** The form is required to be on file with the City prior to setting up annual purchase order.

- **Terms and Conditions** By submitting a bid, vendors acknowledge the "Terms and Conditions of Request for Bid" page 15-21.

- No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the Bidder's authorized signature affixed to the bid attests to this.

- **Conformity**
  All Bidders must conform to these specifications and the products they furnish shall be of first-class quality and the equipment used to provide said product shall be the best obtainable in the various trades.

- **Payments**
  Payments shall be made 30 days from the receipt of invoice, and follow all City policies promulgated thereby.

- **Period of Pricing**
  Unless otherwise stated in the bid package, the price quoted/proposed shall remain in effect for fiscal 2024/2025 (July 1, 2024 – June 30, 2025) and for the optional extensions.

- **Price/Cost**
  All charges **should** be included on the Official Price and Fee Sheet(s) which includes all associated costs (including but not limited to delivery, freight, etc.). In the event of an addition error, unit price shall prevail. All prices must be typewritten or written in ink. No erasures are permitted.

- **Tax and Discounts**
  Do not include sales taxes in the bid price. Discounts should be deducted from the unit price and the net price should be shown in the bid.

PART 2
REQUEST FOR BID #20240409-PM(5)
WATER & WASTEWATER FACILITY PARTS & SUPPLIES

BID DOCUMENTS COVER PAGE

Name of Firm, Entity or Organization:

McMaster-Carr Supply Company

Federal Employer Identification Number (EIN): [redacted]

State of California License Number (if applicable): SR-AD 14-606027

Name of Contact person: Karyn Edmunds

Title: Representative

Email address: sales@mcmaster.com

Mailing Address: P.O. Box 54960, Los Angeles, CA 90054-0960

Street Address (if different): 9630 Norwalk Blvd

City, State, Zip: Santa Fe Springs, CA 90670

Telephone: 562-692-5911 **Fax:** 562-695-2323

Organization: (check one)

Corporation:	☒	**Proprietorship:**	☐	**Other:**	☐
Partnership:	☐	**Joint Venture:**	☐		

If Corporation:
Date of Incorporation: 10/02/1901 **State of Incorporation:** Illinois

States Registered in as Foreign Corporation:

Authorized Signature:

Print Name: Karyn Edmunds

Signature: Karyn Edmunds

Title: Representative

Phone: 562-692-5911

Digitally signed by
McMASTER-CARR

Only McMaster-Carr Terms & Conditions, as described on our website www.mcmaster.com/terms, apply to this order and any other orders placed with McMaster-Carr.

This document must be completed and returned with your submittal.

BIDDER CERTIFICATION

WATER & WASTEWATER FACILITY PARTS & SUPPLIES

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**
Tuesday April 23, 2024	10:00 am	#20240409-PM(5)

BIDDER NAME: McMaster-Carr Supply Company	**PHONE NUMBER:** 562-692-5911
BIDDER MAILING ADDRESS: 9630 Norwalk Blvd	**FAX NUMBER:** 562-695-2323
CITY/STATE/ZIP Santa Fe Springs, CA 90670	**E-MAIL ADDRESS:** sales@mcmaster.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."

Karyn Edmunds, Representative	Karyn Edmunds	04/12/2024
Authorized Bidder Name, Title (Print)	Authorized Signature	Date

This form must be completed and returned with your Submittal

Digitally signed by

McMASTER-CARR®

Only McMaster-Carr Terms & Conditions, as described on our website www.mcmaster.com/terms, apply to this order and any other orders placed with McMaster-Carr.

FIRM INFORMATION/ORGANIZATION	
CONTRACT MANAGEMENT CONTACT INFORMATION	
SHOP OWNER OR MANAGER	
NAME	
TITLE	
OFFICE PHONE	
CELL	
FAX	
HOURS AVAILABLE	
CONTRACT MANAGER	
NAME	
TITLE	
OFFICE PHONE	
CELL	
FAX	
HOURS AVAILABLE	
ALTERNATE CONTACT	
NAME	
TITLE	
OFFICE PHONE	
CELL	
FAX	
HOURS AVAILABLE	
EMERGENCY CONTACT/ AFTER HOURS CONTACT	
NAME	
TITLE	
OFFICE PHONE	
CELL	
FAX	
HOURS AVAILABLE	

STATEMENT OF "NO-PROPOSAL RESPONSE"

City of Redlands

If you do not intend to submit a proposal for this project, please complete and return this form prior to date shown for receipt of proposals to:

City of Redlands, Municipal Utilities and Engineering Department
35 Cajon Street Ste. 15A, Redlands, CA 92373
Attn: Paul Mariscal, Water Utility Manager

We, the undersigned, have declined to submit a proposal on your RFB: # 20240409-PM(5)
WATER & WASTEWATER FACILITY PARTS & SUPPLIES

_____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)

_____ Insufficient time to respond to Request for Proposals.

_____ We do not offer this product/s or equivalent.

_____ Remove us from your bidders' list for this commodity or service.

_____ Our product schedule would not permit us to perform to specifications.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Competition restricted by pre-approved owner standards.

_____ Other (please specify below).

Remarks: _____

_____

_____

Company Name: _____

Address: _____

Signature and Title: _____ Title: _____

Telephone Number: _____ Date: _____

PART 3
SCOPE OF SERVICES

SCOPE

The City of Redlands Municipal Utilities and Engineering Department is soliciting bids for: WATER & WASTEWATER FACILITY PARTS & SUPPLIES.

This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

City may request items that are not listed in Part 4, Price and Fee Bid. In such an event, vendors shall offer the best available governmental pricing.

As part of the contract/agreement, the City of Redlands will reserve the right to select or reject employees and sub-contractors providing services.

DELIVERY SCHEDULE

Items ordered should be delivered as soon as possible, but no later than seven (7) business days from the date of each order.

DELIVERY LOCATIONS:

Facility	Contact
City of Redlands Highland Avenue Water Complex 955 Parkford Dr. Redlands, Ca. 92373	1. Jason Lane, Water Production Maintenance Supervisor – (909) 528-6046 jlane@cityofredlands.org
City of Redlands Horace P. Hinckley WTP 1604 N. Crafton Avenue Mentone, Ca. 92373	1. Chris Mercier, Water Production Operations Supervisor – (909) 567-5947 cmercier@cityofredlands.org
City of Redlands Wastewater Treatment Plant 1950 Nevada Street Redlands, Ca. 92374	1. Joseph Hamburger, Wastewater Operations Supervisor – (909) 353-9049 jhamburger@cityofredlands.org

PART 4
PRICE AND FEE BID
BID # 20240409-PM(5)
WATER & WASTEWATER FACILITY PARTS & SUPPLIES

Award will be made to the overall lowest responsive and responsible bidder.

Line No.	A. Description	B. Units	C. Unit Price	D. Extended Price (B*C)
1	Regulator Fitting-Inlet Nipple CGA #580 3" Long ¼" NPT	12	$ 4.46 each	$ 53.52
2	Regulator Fitting-Inlet Nut, CGA #580 Male Thread 1-3/16" Long	12	$ 5.10 each	$ 61.20
3	Wire Rope Sling with Hooks, Three Leg, 3/8" Diameter, 3 Feet Long	4	$ 287.76 each	$ 1,151.04
4	High-Strength Oil-Resistant Buna-N Rubber Sheet; 12" Width x 12" Length, 1" Thickness, 40A Durometer	12	$ 147.85 each	$ 1,774.20
5	AC Motor-Start Capacitor 340-408 MU-F Capacitance Voltage 125, Terminal Width ¼"	12	$ 9.47 each	$ 113.64
6	Wall-Mount and Bench Top Shelf Cabinet with Lock, 2 Keys, 5 Shelves, 26-1/2"x 30"x 9" Overall. Steel/Paint	4	$ 261.77	$ 1,047.08
7	High-Speed Steel ½" Diameter Reduced-Shank Drill Bit 13/16".6" Overall Length, 2, 10" Drill Depth	20	$ 47.44 each	$ 948.80
8	Strut Channel. Slotted Hole, Fiberglass, 6 Feet Length 5/8" Square.	20	$ 81.38 each	$ 1,627.60
9	Natural Rubber Vibration Damping Sandwich Mount Male/Male, Stainless Steel, 3/8" - 16 Thread,3/4" High, 2" Wide	30	$ 19.38 each	$ 581.40
10	Vibration – Damping Strut-Mount Routing Clamp. Plastic with Rubber Cushion, 3/8" ID	30	$ 5.86 each	$ 175.80

11	Vibration & Noise-Damping Strut-Mount Clamp for ½" Outside Diameter, ¼" Pipe	30	$ 8.76 each	$ 262.00
12	Food Grade Gear Oil. ISO Grade 320, SAE Grade 140, AGMA Grade 6. 5 Gallon	10	$ 251.30 each	$ 2,513.00
13	Brass Air-Release Valve with Vented Outlet for Water, ¾ NPT Male Inlet, 150 PSI	12	$ 35.01 each	$ 420.12
14	Food-Grade Grit-Top Fiberglass Grating. 1-1/2" High 1-1/2" x 1- 1/2" Opening. 4' Wide x 3'10" Long.	10	$ 798.43 each	$ 7,984.30
15	Water Filter with Easy-View Bowl, for Particles, ¼ NPT, 10gpm	12	$ 41.58 each	$ 498.96
16	Hammer-Driven Gasket and Washer Punch Set. One Step includes 15 Different inch Punches	6	$ 314.94 each	$ 1,889.64
17	Drop-in Liquid-Level Transmitter 0-30' of Water, 40' Cable Length. 316L Stainless Steel Clean Water	6	$ 722.59 each	$ 4,335.54
18	Food Grade Oil. ISO Grade 150, SAE Grade 90, AGMA Grade 4. 5 Gallon.	10	$ 258.57 each	$ 2,585.70
19	Wash-down Limit Switch. Adjustable Roller Lever. ½" NPT Female Conduit Entry 10 amps @ 300 Volt AC	6	$ 95.75 each	$ 574.50
20	Corrosion-Resistant 304 Stainless Steel Woven Wire Cloth 14 x 14 Mesh, .020" Wire Diameter, 36" Wide, 20' Long	4	$ 491.00 each	$ 1,964.00
21	Sound and Vibration Damper Sheets. Aluminum, 1/64" Thick, 24" x 48"	6	$ 43.07 each	$ 258.42
22	Drop-in Liquid-Level Transmitter 0-15' of Water, 40' Cable Length. 316L Stainless Steel Clean Water	6	$ 722.59 each	$ 4,335.54
23	Inline Flowmeter 0.5-5 gpm for Water, with PVC Fittings ½" NPT Female	6	$ 117.17 each	$ 703.02
24	Wash-down Switch, NEMA 4, 0.5 to 15 PSI. ½" NPT Female Conduit Port. 10 Amps @ 125/250 Volts AC	6	$ 441.25 each	$ 2,647.50
25	Miniature Nylon Suction Strainer. 2 NPT Male, 10 Mesh. 304SS Screen Material	12	$ 27.00 each	$ 324.00

26	Gas Regulator for Oxygen, CGA #540 Female Inlet, 0-125 PSI	4	$ 257.82 each	$ 1,031.28
27	Gas Regulator for Acetylene, CGA 510 Male Inlet, Heavy Duty, 0-15 PSI	4	$ 287.22 each	$ 1,148.88
28	Victor Professional Welding & Cutting Kit. Heavy Duty, ¾" Cut Capacity	6	$ 839.81 each	$ 5,038.86
29	8' aluminum adjustable gantry crane CMAA Specification 70, CMAA specification 79	2	$ 4,746.97 each	$ 9,493.94
30	Proximity-sensor shaft alignment kit	1	$ 4,410.02	$ 4,410.02
31	Handheld machine-monitoring sensor	2	$ not available	$ not available
			BID TOTAL (LINES 1 THROUGH 31)	$ 59,954.30

TOTAL PRICE WRITING IN WORDS

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).

McMaster-Carr quotations are valid for 30 days. You may find our current published prices available on our website at www.mcmaster.com.

Signature Karyn Edwards Title Representative Date 04/12/2024

Digitally signed by

McMASTER-CARR

Only McMaster-Carr Terms & Conditions, as described on our website www.mcmaster.com/terms, apply to this order and any other orders placed with McMaster-Carr.

CITY OF REDLANDS
TERMS AND CONDITIONS OF REQUEST FOR BID

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

Bidders are advised that City contracts are subject to all legal requirements provided for in the City Municipal Code and/or applicable City Ordinances, State and Federal Statutes.

1. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- All information required by the bid form shall be furnished.
- Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- Proposed delivery time must be shown.

2. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3. SUBMISSION OF FORMAL BIDS

Formal bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Clerk, 35 Cajon St. Redlands, CA 92373.

FORMAL Bids must be submitted on the forms furnished. Email and facsimile bids will not be considered.

Samples, when required, must be submitted within the time specified, at no expense to the City of Redlands. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4. REJECTION OF BIDS

The City of Redlands reserves the right to reject any and/or all bids, reserve the right to waive any informalities or irregularities in the bid or examination process, reserve the right to select low bid per item, and reserve the right to award bids and/or contracts in the best interest of the City.

5. WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Staff.

6. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

7. CLARIFICATION, INTERPRETATIONS AND ADDENDA

- No oral interpretations will be made to any bidder as to the meaning of the Bid Documents. Any inquiry or request for interpretation shall be submitted under Q&A.

- The City reserves the right to amend this REQUEST FOR BID (RFB) prior to the bid due date. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her bid will nevertheless be construed as though it had been received and acknowledged and the submission of his/her Bid will constitute acknowledgment of the receipt of same. All addenda are a part of the Bid Documents and each Bidder will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Bidder to verify that he/she has received all addenda issued before Bids are opened. Addenda or addendum will be published on the City's website, eProcurement system at www.cityofredlands.org/purchasing.

- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Bid/Contract are to be considered as approximate only and are to be used solely for the comparison of Bids received. The City and its Consultants do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate or

quantities of work performed or material furnished in accordance with the Specifications and other bid documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

- In the event that an addendum alters a price basket, the new price basket must be used and submitted with the required bid documents.

8. BIDDER DISCOUNTS

Discounts should be deducted from the unit price and the net price should be shown in the bid.

9. INTENT OF CONTRACT

There are two types of contracts awarded for materials, equipment or non-professional services.

(a) ACTUAL QUANTITIES CONTRACT: Quantities specified are actual amounts and are based on the best available information. The purpose of this contract is to establish prices for the amounts and kind of commodities indicated. The quantity indicated is the quantity the City wants to purchase, but the actual amount purchased is subject contingency which may increase the commodities purchased by 10%.

(b) ANNUAL CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

10. AWARD OF CONTRACT

The contract will be awarded to the lowest responsive and responsible bidder whose price and other factors have been considered in accordance to the provisions of the City of Redlands Municipal Code.

The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Redlands specifications.

A written award of acceptance (a duly approved purchase order or Agreement) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

Prices must be quoted F.O.B. Destination, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Redlands until the City actually receives and takes possession of the goods at the point or points of delivery.

The terms of this agreement is "no arrival, no sale".

It is the intent of the City to issue one (1) purchase order with a total estimated lump sum to adequately cover the costs of items ordered for the specified period. The City reserves the right to split this contract and award to more than one vendor, if it is to the City's advantage.

11. INSURANCE REQUIREMENTS

A Certificate of Insurance will be furnished by the successful Contractor upon Notice of Award. The certificate(s) shall be completed by the Contractor's authorized agent and submitted to the City's Risk Management Department. The successful Contractor shall not commence any work in connection with the Agreement until it has obtained all of the following types of insurance and shall maintain such insurance for the duration of the Agreement. The Contractor shall secure the minimum insurance coverage described below, and such insurance shall be primary with respect to any insurance or self-insurance programs maintained by the City.

Comprehensive Commercial General Liability. Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Commercial General Liability Insurance in an amount of $1,000,000 per occurrence and $2,000,000 aggregate with an insurance carrier acceptable to the City and name the City as additional insured.

Commercial Automobile Liability Insurance. Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000, combined single limit for bodily injury liability and property damage liability and name the City as additional insured. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non-owned vehicles.

Workers' Compensation and Employer's Liability Insurance. If applicable, the Contractor shall obtain, and maintain throughout the life of the Agreement, Workers' Compensation and Employer's Liability Insurance in the amount that meets the statutory requirement and shall be in force with an insurance carrier acceptable to the City. Contractor and any sub-consultants or subcontractors shall comply fully with the California Workers' Compensation Law.

Professional Liability Insurance. If applicable, the Consultant shall obtain and maintain throughout the life of the Agreement Professional Liability Insurance in an amount of $1,000,000 per claims made and $2,000,000 aggregate with an insurance carrier accepted to the City.

The Contractor shall instruct their insurance broker to furnish properly executed certificates of insurance to the City.

The name of the insured Contractor, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.

Certificates of insurance shall clearly evidence coverage required above.

Certificates of insurance shall be submitted by the broker directly either via email (insurance@cityofredlands.org) or US Mail to:
City of Redlands, Risk Management Division PO Box 3005 Redlands, CA 92373.

The insurer will notify the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

The City reserves the right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

12. ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES
The bidder by submitting a bid acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this bid/bid for the same prices and/or terms being proposed. The successful Bidder has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the Bidder's approval. Without the Bidder's approval, the seeking agency cannot Piggy-Back.

13. BUSINESS LICENSES
The successful Bidder will be required to obtain a City of Redlands business license prior to commencement of work.

14. CHANGES/MODIFICATIONS
The City reserves the right to order changes in the scope of work and resulting contract. The successful Bidder has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. Price adjustments will be based on the unit prices proposed by the Bidder in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

15. FISCAL YEAR FUNDING APPROPRIATION
Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the City of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

16. GOVERNING LAWS AND REGULATIONS

The Bidders required to be familiar with and shall be responsible for complying with the City's Purchasing Policies and Procedures, City resolutions, City rules, all federal, state and local laws, ordinances, rules and professional standards or regulations that in any manner affect this solicitation, the selection process, protests, award of contract, contract management or any other activity associated with this solicitation and the subsequent work required of the successful Bidder.

17. HAZARDOUS CHEMICALS AND WASTES

The Bidder shall bear full and exclusive responsibility for any release by vendor of hazardous or non-hazardous chemicals or substances during the course of performance of the agreement. Bidder shall immediately report any such release to the City employee accepting delivery. Bidder shall be solely responsible for all claims and expenses associated with the response to, removal any remediation of the release, including, without limit, payment of any fines or penalties levied against the City and its officers, agents and employees as a result of such release.

18. INDEMNIFICATION

The successful Bidder must fully indemnify the City. Such indemnification will be documented in the contract documents.

19. PAYMENTS

Payments shall be made 30 days from the receipt of invoice, and follow all City policies promulgated thereby.

20. PREVAILING WAGES

When applicable, the City is subject to the State of California prevailing wage laws as set forth in California Labor Code Section 1770 et seq. The contractor is responsible for determining the appropriate Department of Industrial Relations (DIR) classification for the various employees and subcontractors used for a particular project or service. The rates for each classification are posted on the DIR website at http://www.dir.ca.gov/DIRdatabases.html. All contractors performing work for the City are responsible for abiding by all applicable prevailing wage laws, and must furnish the City with Certified Payroll Records upon request.

21. PROPRIETARY INFORMATION

Responses to this Request for Bid, upon receipt by the City, become public records. If any proposer believes that any portion of all of the response is confidential and proprietary, proposer shall clearly assert such exception and the specific legal authority of the asserted exemption. Such designation of an item as a trade secret may be challenged in court by any person. By the bidder designation of material submitted to the City as a "trade secret", the proposer agrees to hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging the bidder "trade secret" claim.

22. RIGHT OF REJECTION

The City of Redlands reserves the right to reject any and/or all bids, reserve the right to waive any informalities or irregularities in the bid or examination process, reserve the right to select low bid per item, per lump sum, and reserve the right to award bids and/or contracts in the best interest of the City.

23. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of the Bidders or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any subcontract to the Agreement. Such books and records shall be maintained by the Bidder for a period of three (3) years from the date of final payment under the Agreement and by the subcontractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

24. USAGE REPORT

Upon request, the successful bidder shall provide a report of items purchased by the City for the previous six months. This report shall be in order of most frequently ordered items to the least frequently ordered items. The following information shall be included in the report: product description, total quantity ordered for the period, and total amount spent on the item for the period.

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **20th day of March 2024 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Water Distribution Sand and Aggregate – 20240306-AC(2)**. 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 (N/A)	Total Bid Amount
1	Vulcan Materials Company, Pomona CA	Yes	N/A	$77,108.50

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario; Aaron Canedo; LaWanda Butler

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. 20240306-AC(2) **BID DATE: 3/20/2024**

Annual P.O. Sand & Crushed Aggregate Base **FISCAL YEAR: 2024/2025**

Item Number	Description			Vulcan Materials
		Price Per Ton	Estimated Quanity	Extended Price
1	Washed Utility Sand. Price shall include but not limited to all taxes, fees, delivery, and fuel surcharges.	$ 39.850	450	$ 17,932.50
2	Cold mix 3/8 SC8. Price shall include but not limited to all taxes, fees, delivery, and fuel surcharges.	$ 132.160	200	$ 26,432.00
3	Crushed Aggregate Base. Price shall include but not limited to all taxes, fees, delivery, and fuel surcharges.	$ 40.930	800	$ 32,744.00
			BID TOTAL (LINES 1 THROUGH 3)	**$ 77,108.50**

REQUEST FOR BIDS

WATER DISTRIBUTION SAND & BASE AGGREGATE

BID # 20240306-AC(2)

Issued By:

City of Redlands
Municipal Utilities and Engineering Department
Aaron Canedo, Water Distribution Superintendent
Phone (909)798-7502
acanedo@cityofredlands.org

Date of Issue:
Wednesday March 6, 2024

Due Date / Time:
Wednesday March 20, 2024 @ 10:00 am

Responses received and opened at
Office of the City Clerk, City of Redlands,
35 Cajon Street, Suite 4, Redlands, CA 92373

CALENDAR OF EVENTS

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing Manager. If the Purchasing Division finds it necessary to change any of these dates or times prior to the bid due date, the change will be accomplished by addendum.

ACTION	COMPLETION DATE
Issue RFB	Wednesday March 6, 2024
Pre-Bid Conference	N/A
Last Day for Questions	Wednesday March 13, 2024 @ 12:00pm
Publish Response to Questions	Thursday March 14, 2024 @ 4:00pm
Bids Due	Wednesday March 20, 2024 @ 10:00 am
Bid Opening Date	Wednesday March 20, 2024 @ 10:00 am
City Council Approval	TBD

PART 1
INTENT AND GENERAL INFORMATION

BACKGROUND

The City of Redlands Municipal Utilities and Engineering Department is soliciting bids for: WATER DISTRIBUTION SAND & BASE AGGREGATE.

The successful bidder will be issued an annual purchase order ("contract") for fiscal year 2024/2025 (July 1, 2024 – June 30, 2025) with optional extensions.

REQUEST FOR BID

The City of Redlands is currently using PlanetBids, a web-based bid management service to manage requests for bids. PlanetBids does not charge a fee to access and view current project "Request for Bids", however, PlanetBids require potential contractors, subcontractors, vendors, and suppliers to provide contact information in order to download files, receive addendum notifications and receive automatic updates or revisions to projects. PlanetBids can be accessed through the City of Redlands website at http://cityofredlands.org/purchasing.

Bidders shall take careful notice of the following conditions of this Request for Bid:

- Bids submitted by FAX or email will not be accepted under any circumstances. Late bids will not be accepted, and will be returned, unopened, to the proposer, at the bidder expense.

- Bids and modifications received after the time set for the bid opening will not be considered.

- Bids may not be withdrawn after they have been publicly opened, unless approved by City Staff.

- City of Redlands reserves the right to reject any and/or all bids, reserves the right to waive any informalities or irregularities in the bid or examination process, reserves the right to select low bidder per item, and reserves the right to award bids and/or contracts in the best interest of the City.

- All inquiry, questions or request for interpretation received by date and time noted on page 2 will be considered. Questions must be posted online at eProcurement system at www.cityofredlands.org/purchasing. Questions will not be answered over the phone or by email. Answers will be posted at the City website, eProcurement system www.cityofredlands.org/purchasing.

Bids can be mailed to:

- City of Redlands
- Office of the City Clerk
- PO Box 3005
- Redlands, CA 92373

Bids can be hand-delivered to:

- City of Redlands
- Office of the City Clerk
- 35 Cajon Street, Suite 4
- Redlands, CA 92373

BID DOCUMENTS REQUIRED

Bidders are required to use the official "BID FORMS", and all attachments itemized herein are to be submitted as a single document. The following documents *must* be complete and all forms should be in the following arrangement for each submission:

- **Cover Page** This is to be used as the first page of the submission (page **7**) of the bid package. This form must be fully completed and signed by an authorized officer of the firm.

- **Bidder Certification / Addenda Acknowledgement or No-Proposal Form**

- **Executive Summary** Bidder must identity the Account Manager who will be working directly with the City and engaged in managing the deliver/work/product. Identify responsibilities of key individuals, other than the Account Manager, who will be assigned to the proposed contract, and who will have major responsibilities delivery/work/product required. This section should not exceed 1 page.

- **Firm Experience and References** At a minimum, a bidder should have been in business as a provider for a minimum of **five** (5) years. The Bid shall include at least **three (3) references** from past or current government entity clients for similar types of services, with at **minimum one (1)** reference being similar-type governmental agencies. Include title and brief description of each project with the following information:

  - Client (contact person, address, telephone #, fax # and email)
  - Date contract started to date completed (if applicable)
  - Nature of work for each contract (include all applicable work processes)

  NOTE: All entries in the entire BID 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.

- **Price and Fee Bid** Price and Fee Bid sheets are located in part four (4).

- **Business License** The successful Bidder will be required to obtain a City of Redlands business license. See page 20 for instructions on how to apply.

- **IRS W-9 Form** The form is required to be on file with the City prior to setting up annual purchase order.

- **Terms and Conditions** By submitting a bid, vendors acknowledge the "Terms and Conditions of Request for Bid" page 13-19.

No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the Bidder's authorized signature affixed to the bid attests to this.

- **Conformity**

All Bidders must conform to these specifications and the products they furnish shall be of first-class quality and the equipment used to provide said product shall be the best obtainable in the various trades.

- **Payments**

Payments shall be made 30 days from the receipt of invoice, and follow all City policies promulgated thereby.

- **Period of Pricing**

Unless otherwise stated in the bid package, the price quoted/proposed shall remain in effect for fiscal 2024/2025 (July 1, 2024 – June 30, 2025) and for the optional extensions.

- **Price/Cost**

All charges **should** be included on the Official Price and Fee Sheet(s) which includes all associated costs (including but not limited to delivery, freight, etc.). In the event of an addition error, unit price shall prevail. All prices must be typewritten or written in ink. No erasures are permitted.

- **Tax and Discounts**

Do not include sales taxes in the bid price. Discounts should be deducted from the unit price and the net price should be shown in the bid.

ORIGINAL

PART 2
REQUEST FOR BID #20240306-AC(2)
WATER DISTRIBUTION SAND & BASE AGGREGATE

BID DOCUMENTS COVER PAGE

Name of Firm, Entity or Organization: CALMAT CO DBA VULCAN MATERIALS

Federal Employer Identification Number (FIN): [redacted]

State of California License Number (if applicable):

Name of Contact person: JOELLE DONALDSON
LIZ GARCIA

Title: SALES

Email address: donaldsonj@vmemail.com / garciali@vmemail.com

Mailing Address: 31 RANCHO CAMINO DRIVE
SUITE 300

Street Address (if different):

City, State, Zip: POMONA CA 91766

Telephone: 951-316-4009 **Fax:** — 626-827-6448 (LIZ)

Organization: (check one)

Corporation:	☒	Proprietorship:	☐	Other:	☐
Partnership:	☐	Joint Venture:	☐		

If Corporation:
Date of Incorporation: 1956 **State of Incorporation:** ALABAMA

States Registered in as Foreign Corporation:

Authorized Signature:

Print Name: Grant Hughes

Signature:

Title: Vice President + GM

Phone: (626) 926-5522

This document must be completed and returned with your submittal.

SUBMISSION OF FORMAL BIDS

Formal bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and time of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. Two complete bid packages **(1 original plus 1 copy)** with all required documents as itemized must be submitted in a single sealed envelope.

The outside of the bid package shall be prominently marked with the following identification:

Bid Title:	WATER DISTRIBUTION SAND & BASE AGGREGATE
Bid Number:	20240306-AC(2)
Bid Due Date:	Wednesday March 20, 2024 @ 10:00 am
Bidder's Name:	CALMAT DBA VULCAN MATERIALS
Bidder's Address:	31 RANCHO CAMINO DR SUITE 300 POMONA, CA 91766

BIDDERS RESPONSIBILITY

Bidders are fully and completely responsible for the labeling, identification and delivery of their bids. The City will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed bid identification.
- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the sealed bid identification, may be inadvertently opened upon receipt, thereby invalidating such bids and excluded from the official bid opening process.
- Bids that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the City.
- Deadline for Submissions in response to this Request for Bid: Bids must be received no later than Wednesday March 20, 2024 @ 10:00 am.

The RFB should be neat, professional in appearance and bound appropriately for the document's thickness. The original document shall have original signatures and clearly noted with *ORIGINAL* on the cover. All bids shall be mailed or hand delivered to office of the City Clerk at the address given, by the date and time set forth herein.

BIDDER CERTIFICATION

WATER DISTRIBUTION SAND & BASE AGGREGATE

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**
Wednesday March 20, 2024	10:00 am	#20240306-AC(2)

BIDDER NAME: CALMAT CO DBA VULCAN MATERIALS	**PHONE NUMBER:** JOELLE 951-316-4069 Liz - 626-827-6448
BIDDER MAILING ADDRESS: 31 RANCHO CAMINO DRIVE SUITE 300	**FAX NUMBER:**
CITY/STATE/ZIP POMONA, CA 91766	**E-MAIL ADDRESS:** donaldsonj@vmcmail.com garciali@vmcmail.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."

JOELLE DONALDSON SALES	Joelle Donaldson	3/20/24
Authorized Bidder Name, Title (Print)	Authorized Signature	Date

This form must be completed and returned with your Submittal

FIRM INFORMATION/ORGANIZATION	
CONTRACT MANAGEMENT CONTACT INFORMATION	
SHOP OWNER OR MANAGER	
NAME	
TITLE	
OFFICE PHONE	
CELL	
FAX	
HOURS AVAILABLE	
CONTRACT MANAGER	
NAME	AMBER WATTS
TITLE	MGR-CUSTOMER SERVICE
OFFICE PHONE	626-633-4228
CELL	
FAX	
HOURS AVAILABLE	7:30 - 5 PM
ALTERNATE CONTACT	
NAME	
TITLE	
OFFICE PHONE	
CELL	
FAX	
HOURS AVAILABLE	
EMERGENCY CONTACT/ AFTER HOURS CONTACT	
NAME	Liz GARCIA
TITLE	SALES
OFFICE PHONE	
CELL	626-827-6448
FAX	
HOURS AVAILABLE	24/7

STATEMENT OF "NO-PROPOSAL RESPONSE"

City of Redlands

If you do not intend to submit a proposal for this project, please complete and return this form prior to date shown for receipt of proposals to:

City of Redlands, Municipal Utilities and Engineering Department
35 Cajon Street Ste. 15A, Redlands, CA 92373
Attn: Aaron Canedo, Water Distribution Superintendent

We, the undersigned, have declined to submit a proposal on your RFB: # 20240306-AC(2)
WATER DISTRIBUTION SAND & BASE AGGREGATE

_____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)

_____ Insufficient time to respond to Request for Proposals.

_____ We do not offer this product/s or equivalent.

_____ Remove us from your bidders' list for this commodity or service.

_____ Our product schedule would not permit us to perform to specifications.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Competition restricted by pre-approved owner standards.

_____ Other (please specify below).

Remarks: _____

_____

_____

Company Name: _____

Address: _____

Signature and Title: _____ Title: _____

Telephone Number: _____ Date: _____

PART 3
SCOPE OF SERVICES

SCOPE

The City of Redlands Municipal Utilities and Engineering Department is soliciting bids for: WATER DISTRIBUTION SAND & BASE AGGREGATE.

This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

City may request items that are not listed in Part 4, Price and Fee Bid. In such an event, vendors shall offer the best available governmental pricing.

As part of the contract/agreement, the City of Redlands will reserve the right to select or reject employees and sub-contractors providing services.

DELIVERY SCHEDULE

Items ordered should be delivered as soon as possible, but no later than seven (7) business days from the date of each order.

DELIVERY LOCATIONS:

Facility	Contact
City of Redlands 1270 W. Park Water Distribution Bldg. B Redlands, Ca. 92373	1. Aaron Canedo, Water Distribution Superintendent – (909) 437-5286 acanedo@cityofredlands.org

PART 4
PRICE AND FEE BID
BID # 20240306-AC(2)
WATER DISTRIBUTION SAND & BASE AGGREGATE

Award will be made to the overall lowest responsive and responsible bidder.

Item No.	Description	A. Price Per Ton	B. Estimated quantity per year	Total (A*B)
1	Washed Utility Sand. Price shall include but not limited to all taxes, fees, delivery, and fuel surcharges.	$ 39.31 54 env 39.85	450	$ 17,932.50
2	Cold mix 3/8 SC8. Price shall include but not limited to all taxes, fees, d delivery, and fuel surcharges.	$ 131.62 54 env 132.16	200	$ 26,432.00
3	Crushed Aggregate Base. Price shall include but not limited to all taxes, fees, delivery, and fuel surcharges.	$ 40.39 54 env 40.93	800	$ 32,744.00
			BID TOTAL (LINES 1 THROUGH 3)	$ 77,108.50

TOTAL PRICE WRITING IN WORDS

CONTRACT TERM (Please Complete)

The City may [X] or may not [X] exercise its option to renew this agreement as stipulated under the same price, terms and conditions for a period one [ ] two [ ] three [ ] additional years.

Signature Joelle Donaldson Title SALES Date 3/20/24

CITY OF REDLANDS
TERMS AND CONDITIONS OF REQUEST FOR BID

GENERAL CONDITIONS
Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

Bidders are advised that City contracts are subject to all legal requirements provided for in the City Municipal Code and/or applicable City Ordinances, State and Federal Statutes.

1. PREPARATION OF BIDS
Bids will be prepared in accordance with the following:

- All information required by the bid form shall be furnished.
- Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- Proposed delivery time must be shown.

2. DESCRIPTION OF SUPPLIES
Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3. SUBMISSION OF FORMAL BIDS
Formal bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Clerk, 35 Cajon St. Redlands, CA 92373.

FORMAL Bids must be submitted on the forms furnished. Email and facsimile bids will not be considered.

Samples, when required, must be submitted within the time specified, at no expense to the City of Redlands. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4. REJECTION OF BIDS
The City of Redlands reserves the right to reject any and/or all bids, reserve the right to waive any informalities or irregularities in the bid or examination process, reserve the right to select low bid per item, and reserve the right to award bids and/or contracts in the best interest of the City.

5. WITHDRAWAL OF BIDS
Bids may not be withdrawn after they have been publicly opened, unless approved by the City Staff.

6. LATE BIDS OR MODIFICATIONS
Bids and modifications received after the time set for the bid opening will not be considered.

7. CLARIFICATION, INTERPRETATIONS AND ADDENDA

- No oral interpretations will be made to any bidder as to the meaning of the Bid Documents. Any inquiry or request for interpretation shall be submitted under Q&A.

- The City reserves the right to amend this REQUEST FOR BID (RFB) prior to the bid due date. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her bid will nevertheless be construed as though it had been received and acknowledged and the submission of his/her Bid will constitute acknowledgment of the receipt of same. All addenda are a part of the Bid Documents and each Bidder will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Bidder to verify that he/she has received all addenda issued before Bids are opened. Addenda or addendum will be published on the City's website, eProcurement system at www.cityofredlands.org/purchasing.

- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Bid/Contract are to be considered as approximate only and are to be used solely for the comparison of Bids received. The City and its Consultants do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate or

quantities of work performed or material furnished in accordance with the Specifications and other bid documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

- In the event that an addendum alters a price basket, the new price basket must be used and submitted with the required bid documents.

8. BIDDER DISCOUNTS

Discounts should be deducted from the unit price and the net price should be shown in the bid.

9. INTENT OF CONTRACT

There are two types of contracts awarded for materials, equipment or non-professional services.

(a) ACTUAL QUANTITIES CONTRACT: Quantities specified are actual amounts and are based on the best available information. The purpose of this contract is to establish prices for the amounts and kind of commodities indicated. The quantity indicated is the quantity the City wants to purchase, but the actual amount purchased is subject contingency which may increase the commodities purchased by 10%.

(b) ANNUAL CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

10. AWARD OF CONTRACT

The contract will be awarded to the lowest responsive and responsible bidder whose price and other factors have been considered in accordance to the provisions of the City of Redlands Municipal Code.

The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Redlands specifications.

A written award of acceptance (a duly approved purchase order or Agreement) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

Prices must be quoted F.O.B. Destination, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Redlands until the City actually receives and takes possession of the goods at the point or points of delivery.

The terms of this agreement is "no arrival, no sale".

It is the intent of the City to issue one (1) purchase order with a total estimated lump sum to adequately cover the costs of items ordered for the specified period. The City reserves the right to split this contract and award to more than one vendor, if it is to the City's advantage.

11. INSURANCE REQUIREMENTS

A Certificate of Insurance will be furnished by the successful Contractor upon Notice of Award. The certificate(s) shall be completed by the Contractor's authorized agent and submitted to the City's Risk Management Department. The successful Contractor shall not commence any work in connection with the Agreement until it has obtained all of the following types of insurance and shall maintain such insurance for the duration of the Agreement. The Contractor shall secure the minimum insurance coverage described below, and such insurance shall be primary with respect to any insurance or self-insurance programs maintained by the City.

Comprehensive Commercial General Liability. Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Commercial General Liability Insurance in an amount of $1,000,000 per occurrence and $2,000,000 aggregate with an insurance carrier acceptable to the City and name the City as additional insured.

Commercial Automobile Liability Insurance. Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000, combined single limit for bodily injury liability and property damage liability and name the City as additional insured. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non-owned vehicles.

Workers' Compensation and Employer's Liability Insurance. If applicable, the Contractor shall obtain, and maintain throughout the life of the Agreement, Workers' Compensation and Employer's Liability Insurance in the amount that meets the statutory requirement and shall be in force with an insurance carrier acceptable to the City. Contractor and any sub-consultants or subcontractors shall comply fully with the California Workers' Compensation Law.

Professional Liability Insurance. If applicable, the Consultant shall obtain and maintain throughout the life of the Agreement Professional Liability Insurance in an amount of $1,000,000 per claims made and $2,000,000 aggregate with an insurance carrier accepted to the City.

The Contractor shall instruct their insurance broker to furnish properly executed certificates of insurance to the City.

The name of the insured Contractor, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.

Certificates of insurance shall clearly evidence coverage required above.

Certificates of insurance shall be submitted by the broker directly either via email (insurance@cityofredlands.org) or US Mail to:
City of Redlands, Risk Management Division PO Box 3005 Redlands, CA 92373.

The insurer will notify the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

The City reserves the right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

12. ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES
The bidder by submitting a bid acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this bid/bid for the same prices and/or terms being proposed. The successful Bidder has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the Bidder's approval. Without the Bidder's approval, the seeking agency cannot Piggy-Back.

13. BUSINESS LICENSES
The successful Bidder will be required to obtain a City of Redlands business license prior to commencement of work.

14. CHANGES/MODIFICATIONS
The City reserves the right to order changes in the scope of work and resulting contract. The successful Bidder has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. Price adjustments will be based on the unit prices proposed by the Bidder in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

15. FISCAL YEAR FUNDING APPROPRIATION
Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the City of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

16. GOVERNING LAWS AND REGULATIONS

The Bidders required to be familiar with and shall be responsible for complying with the City's Purchasing Policies and Procedures, City resolutions, City rules, all federal, state and local laws, ordinances, rules and professional standards or regulations that in any manner affect this solicitation, the selection process, protests, award of contract, contract management or any other activity associated with this solicitation and the subsequent work required of the successful Bidder.

17. HAZARDOUS CHEMICALS AND WASTES

The Bidder shall bear full and exclusive responsibility for any release by vendor of hazardous or non-hazardous chemicals or substances during the course of performance of the agreement. Bidder shall immediately report any such release to the City employee accepting delivery. Bidder shall be solely responsible for all claims and expenses associated with the response to, removal any remediation of the release, including, without limit, payment of any fines or penalties levied against the City and its officers, agents and employees as a result of such release.

18. INDEMNIFICATION

The successful Bidder must fully indemnify the City. Such indemnification will be documented in the contract documents.

19. PAYMENTS

Payments shall be made 30 days from the receipt of invoice, and follow all City policies promulgated thereby.

20. PREVAILING WAGES

When applicable, the City is subject to the State of California prevailing wage laws as set forth in California Labor Code Section 1770 et seq. The contractor is responsible for determining the appropriate Department of Industrial Relations (DIR) classification for the various employees and subcontractors used for a particular project or service. The rates for each classification are posted on the DIR website at http://www.dir.ca.gov/DIRdatabases.html. All contractors performing work for the City are responsible for abiding by all applicable prevailing wage laws, and must furnish the City with Certified Payroll Records upon request.

21. PROPRIETARY INFORMATION

Responses to this Request for Bid, upon receipt by the City, become public records. If any proposer believes that any portion of all of the response is confidential and proprietary, proposer shall clearly assert such exception and the specific legal authority of the asserted exemption. Such designation of an item as a trade secret may be challenged in court by any person. By the bidder designation of material submitted to the City as a "trade secret", the proposer agrees to hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging the bidder "trade secret" claim.

22. RIGHT OF REJECTION

The City of Redlands reserves the right to reject any and/or all bids, reserve the right to waive any informalities or irregularities in the bid or examination process, reserve the right to select low bid per item, per lump sum, and reserve the right to award bids and/or contracts in the best interest of the City.

23. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of the Bidders or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any subcontract to the Agreement. Such books and records shall be maintained by the Bidder for a period of three (3) years from the date of final payment under the Agreement and by the subcontractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

24. USAGE REPORT

Upon request, the successful bidder shall provide a report of items purchased by the City for the previous six months. This report shall be in order of most frequently ordered items to the least frequently ordered items. The following information shall be included in the report: product description, total quantity ordered for the period, and total amount spent on the item for the period.

The City of Redlands Business License Division

How to Apply

For immediate assistance, please contact the City of Redlands Business Support Center at:

(909) 479-2111

TELEPHONE

A Tax Specialist will be available to assist you in the processing of your application and payment over the phone

ONLINE

APPLYING ONLINE CAN BE QUICK AND EASY!

You can apply for a Business License online from the comfort of your home or office Please visit:

https://Redlands.HdLGov.com

MAIL

Download an application at
https://Redlands.HdLGov.com

Or request an application to be sent by mail by calling (909) 479-2111

Mail your completed form to:
City of Redlands Business Support Center
8839 N. Cedar Ave #212, Fresno, CA 93720
OR, scan and email your completed form to Support@HdLGov.com

NOTE: No payment will be required until your application has been reviewed and accepted. You will receive an email or telephone call verifying the receipt of application. After the business taxes are paid, a business license account number will be issued. A certificate will be mailed or e-mailed to you once the process is completed. Upon receipt of your license certificate, the City of Redlands Municipal Code requires it be posted in a conspicuous place at your place of business.

BUSINESS SUPPORT CENTER
8839 N. Cedar Ave #212 Fresno, CA 93720-1832 | Phone: 909-479-2111 | Fax: 909-348-0465 | E-mail: Support@HdLGov.com

Quotation

Vulcan Materials Company
and Subsidiaries

Attn: Aaron Canedo

REDLANDS/CITY OF
PO BOX 3005
REDLANDS, CA 92373
Acct#: 219414

Quote Name: 1270 W PARK AVE / REDLANDS
Quote #: 1080107

1270 W PARK AVE / REDLANDS

REDLANDS, CA 92373

Date: Wednesday, March 20, 2024
Quote Created: Thursday, September 29, 2022

Effective From: Monday, July 1, 2024
Quote Expiration: Thursday, August 1, 2024
Price Expiration: Monday, June 30, 2025

Sales Rep : Joelle Donaldson
16013 Foothill Blvd
IRWINDALE, CA 91702
Phone: 951-316-4069
Fax :
Email: donaldsonj@vmcmail.com

Special Instructions:

ASPHALT
** No Specifications have been submitted or reviewed.

**There is a 20 Ton minimum for asphalt short loads.

AGGREGATES
**All aggregates are subject to availability.

**Due to the natural effects of segregation and the effects of post-delivery handling, Vulcan Materials Company guarantees that its aggregate products will meet the specifications on our submittal AT THE POINT OF DELIVERY ONLY, prior to placement and when sampled in accordance with ASTM D75

**There is a 25 ton minimum for aggregate short loads.

SAND & GRAVEL

Plant	Product Name	Product #	Qty U/M	FOB Plant	Estimated Tax	Haul Rate	Delivered *Estimated Tax Included*
SAN BERNARDINO SAND & GRAVEL	3/4IN CR AGG BASE	16042 Truck Type	700 Tons STD FRT RATE	$28.00	$2.17	10.22	$40.39
SAN BERNARDINO SAND & GRAVEL	Pervious Backfill	25472 Truck Type	50 Tons STD FRT RATE	$8.00	$0.62	10.22	$18.84
SAN BERNARDINO SAND & GRAVEL	WASHED CONCRETE SAND	31822 Truck Type	257 Tons STD FRT RATE	$27.00	$2.09	10.22	$39.31

ASPHALT

Plant	Product Name	Product #	Qty U/M	FOB Plant	Estimated Tax	Haul Rate	Delivered *Estimated Tax Included*
SAN BERNARDINO HMA	COLD MIX 3/8 SC8	457301 Truck Type	137 Tons STD FRT RATE	$110.00	$8.53	13.09	$131.62

Other Charges

Environmental Fee -Agg & Asphalt at $10.00 / Load
FUEL SURCHARGE SOUTHERN CA at 10.00% / Percent of Amount

The estimated state or local sales and use tax quoted above is subject to change based upon the tax rate in force at the time of delivery

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

Prices are FOB your jobsite as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: **Date:**

Sales Representative: **Date:**

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. **However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived.** Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479>.

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its West Division in Los Angeles, California, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: _____

Account #: _____

Vendor: _____

Amount: _____

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: _____ Date: _____

rev. 10.29.18

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: 4/2/24

TO: Purchasing Division

FROM: _____

Purchase Requisition # _____

Estimated Total Cost: $_____

Proposed Vendor: ABBA Parts

Request Term: 7/1/24-6/30/25

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: ANGLE FLOW PUMPS

Manufacturer/Model Number: FMA 1411/XT60

Age: 30-40YRS

Current Estimated Value: $135,000

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

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

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

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

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

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

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

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

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

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

WASTEWATER STAFF WOULD BE REQUIRED TO CONSULT AND SEEK AN ALTERNATIVE PROVIDER AND TECHNOLOGY, AFFECTING CITY'S EFFORTS TO STANDARDIZED

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

4/2/24

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: Joseph Hamburger, Wastewater Operations Supervisor

DATE: April 1, 2024

SUBJECT: Sole/Single Source Memo ABBA Pump Parts & Service

The Municipal Utilities & Engineering Department is requesting to utilize ABBA Pumps Parts & Service for parts and replacement for the ABBA angle flow pumps and parts at the headworks of the Wastewater Treatment Plant. These angle flow pumps are a type of vertical pump that transfers incoming wastewater flows through the progress of the pump to the primary basins.

The Wastewater Division has three (3) angle flow pumps that continuously require maintenance, service, and replacement parts. ABBA Pump Parts & Service, Inc. can provide the procurement of non-competitive/sole source pricing of these angle flow pumps since the pumps are manufactured and distributed by them.

The cost is included in MUED's FY 2024/2025 budget.

ABBA PUMP PARTS & SERVICE
Div. of Dracay Management Inc.

March 28, 2023

Mr. Fernando Mata – Wastewater Utility Manager
City of Redlands
1950 N. Nevada St
Redlands, CA 92374

Regarding: ABBA Pump Parts & Service - for City of Redlands Wastewater

This letter confirms that ABBA Pump Parts & Service (a division of Dracay Management) is the manufacturer and sole source of ABBA replacement parts and pumps for the City of Redlands Wastewater / Municipal Utilities and Engineering Dept. Please direct all inquiries and orders to the contact as listed below:

Brayden Pandopulos
Sales Manager
ABBA Pump Parts & Service
5370 Munro Court
Burlington, ON
Canada L7L 5N8
Office: 905-333-2720
Cell: 289-962-3388
Email: Brayden_p@abbaparts.com
Website: www.abbaparts.com

ABBA Parts manufactures replacement pumps, parts & assemblies to fit virtually all major brand municipal sewage and water pumps. Since our inception, ABBA's replacement parts and pumps have proven to perform as well or better than the original equipment manufacturer. All our replacements are made in accordance with OEM specifications and designs. Materials, castings, machining and assembly are 100% North American.

Regards,

Brayden Pandopulos
National Sales Manager

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: _____

Account #: _____

Vendor: _____

Amount: _____

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: _____ Date: _____

rev. 10.29.18

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: 4/2/24

TO: Purchasing Division

FROM: _____

Purchase Requisition # _____

Estimated Total Cost: $_____

Proposed Vendor: Airgas USA LLC

Request Term: 07/01/24 - 6/30/25

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

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

☐ Yes ☒ No

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

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

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

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

04/02/24

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz – Daniel, Procurement Manager

FROM: Jungjoon Park, Laboratory Manager

DATE: February 09, 2024

SUBJECT: Sole/Single Source Memo Airgas USA, LLC

The Municipal Utilities & Engineering Department is requesting to utilize Air Gas Co. to supply high-purity compressed gas and cylinder rental. It is crucial for the Joint Utilities Laboratory and Maintenance departments to have a reliable supplier of high-quality gas to carry out their daily operations.

The laboratory requires high-purity (99%) compressed gas to ensure the effective operation of the TOC analyzer and Integrion. Any contaminants in the compressed gas will compromise data quality and potentially cause mechanical failures, necessitating the laboratory to outsource sample analysis to a private laboratory. Without a dependable vendor to supply purified gas, the City risks losing laboratory certification for anions, perchlorate, and TOC results to the State Water Resource Board. Airgas has been providing required gas typically within the next business day.

Air Gas Co. has maintained a relationship with the City of Redlands for over ten years. Despite a nationwide shortage of helium, Airgas has prioritized the City and is already on Airgas' approval list, offering a discounted price.

The cost is included in the Municipal Utilities & Engineering Department's FY 2024/2025 budget.

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: _____

Account #: _____

Vendor: _____

Amount: _____

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☐	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: _____ Date: _____

rev. 10.29.18

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: 4/2/24

TO: Purchasing Division

FROM: _____

Purchase Requisition # _____

Estimated Total Cost: $_____

Proposed Vendor: Brax Company Inc.

Request Term: 7/01/24 - 6/30/25

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

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

☐ Yes ☒ No

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

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

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

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

04/02/2024

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Joseph Hamburger, Wastewater Operations Supervisor

DATE: April 01, 2024

SUBJECT: Sole/Single Source Memo Brax Company, Inc.

The Municipal Utilities & Engineering Department is requesting to utilize Brax Company, Inc. for parts and replacement of Sulzer Pumps throughout the Wastewater Treatment Plant. These vertical turbine pumps are a type of centrifugal pump that transfers flows (e.g., primary, secondary, tertiary) through the progress of the pump to various processes of the treatment plant.

The Wastewater Division has five (5) Sulzer pumps that continuously require maintenance, service, and replacement parts. Brax Company, Inc. can provide the procurement of non-competitive/sole source pricing of these Sulzer pumps as stated in attached letter.

The cost is included in MUED's FY 2024/2025 budget.

A Sulzer Brand

SULZER

Sulzer Pump Solutions Inc,
2800 NW Front Ave
Portland, OR 97210
Ross Reppond
Western Regional Manager
541 208 8357
ross.reppond@sulzer.com

April 4th, 2024

Attn: To Whom it May Concern

Brax Company Inc. is the sole distributor and representative for Sulzer Pumps Solutions Inc, in Southern California, Southern Nevada, and Hawaii. This covers all Clean Water Products, including Engineered and Desalination product offerings.

If you require any of these Sulzer / Johnston products quotation and purchasing is sole sourced through Brax Company, Inc. If you have questions, please contact me for clarification.

Regards,

Ross Reppond
Western Regional Manager | Clean Water
Sulzer Pump Solutions Inc,

SULZER CONFIDENTIAL

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: _____

Account #: _____

Vendor: _____

Amount: _____

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: _____ Date: _____

rev. 10.29.18

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: 4/2/24

TO: Purchasing Division

FROM: _____

Purchase Requisition # _____

Estimated Total Cost: $_____

Proposed Vendor: CS-Amsco

Request Term: 7/01/24 - 6/30/25

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: Actuators & Valves

Manufacturer/Model Number: AUMA / DeZuriK / Waterman

Age: 5-15 years

Current Estimated Value: $35,000.00

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

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

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

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

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

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

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

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

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

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

☐ Yes ☒ No

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

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

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

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

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

04/02/2024

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: Joseph Hamburger, Wastewater Operations Supervisor

DATE: April 1, 2024

SUBJECT: Sole/Single Source Memo CS Associated Municipal Sales Corp (CS-AMSCO)

The Municipal Utilities & Engineering Department is requesting to utilize CS Associated Municipal Sales Corp (CS-AMSCO) for parts and service of aged plug valves, butterfly valves, check valves, and electric actuators at the Water & Wastewater Treatment Facilities.

DeZurik valves have a long-standing reputation for accuracy, durability, reliability, and customer profitability. As a result, the Water/Wastewater Division currently utilizes DeZurik valves throughout their facility. With their expertise in flow, DeZurik offers a broad portfolio of engineered valve solutions that are highly regarded. Our Waterman gates are employed at our membrane bioreactor and holding ponds to help control flow. In addition, the facility's AUMA actuators are strategically placed in wastewater processes to ensure proper plant operation through automation.

The attached sole/single source letter explains that CS-AMSCO is the exclusive distributor for DeZurik, Waterman, and Auma actuators in Southern California.

The cost is included in MUED's FY 2024/2025 budget.

AUMA Actuators, Inc. USA

April 7th, 2023

To: City of Redlands

Attn: Fernando Mata

Subject: Southern California/Southern Nevada Representative for AUMA

We are pleased to confirm that CS-Amsco is the exclusive AUMA representative for the Water & Wastewater market in the states of Southern California and Southern Nevada.

CS-AMSCO has been serving the municipal market since 1983. They are a full service organization equipped to provide engineering assistance and technical support on the entire AUMA actuator line for water and wastewater applications. Their contact information is as follows:

CS-Amsco
15842 Chemical Lane
Huntington Beach, CA 92649
Phone: (714) 892-4200
Fax: (714) 892-4266
Email: www.csamsco.com

Should you have any questions regarding the status of CS-Amsco, please do not hesitate to contact me.

Best Regards,

Lido Flores
Regional Sales Manager

CC: Shawn Aram – CS-amsco

250 Riverside Ave N 320-259-2000 p
Sartell, MN 56377 USA 320-259-2227 f

April 7th, 2023

To: City of Redlands

Attn: Fernando Mata

RE: Exclusive Representation of DeZURIK, Inc. Products

Dear Fernando,

CS-amsco is the sole representative for the Municipal Markets for **DeZURIK / APCO / Hilton / Red Valve** in Southern California and Southern Nevada.

DeZURIK / APCO / Hilton / Red valve markets their products through exclusive technical representation only. Please contact CS-amsco regarding any inquiries regarding our entire line of valves and controls. Their contact information is as follows:

CS-AMSCO
15842 Chemical Lane Huntington Beach, California 92649
Tel: 714-892-4200
Fax: 714-892-4266
Email: customerservice@csamsco.com
Webpage: www.csamsco.com

Sincerely,

Nick Krippner
Regional Sales Manager

CC: Shawn Aram / CS-amsco

info@dezurik.com
www.dezurik.com

Printed in the USA

April 7th, 2023

To: City of Redlands

Attn: Fernando Mata

Subject: Exclusive Representative for Waterman Engineered Products.

Dear Fernando,

This letter is to confirm that CS-amsco is the exclusive representative for Waterman Engineered Products used for municipal water treatment, municipal wastewater treatment and industrial applications for the following territories:

The territories include: Southern California (from the Kern County line to the Mexico border), as well as southern Nevada (Clark, Lincoln, and Nye counties only).

CS-AMSCO
15842 Chemical Lane Huntington Beach, California 92649
Tel: 714-892-4200
Fax: 714-892-4266
Email: customerservice@csamsco.com
Webpage: www.csamsco.com

Please feel free to contact me if you need any additional information or have any questions regarding the above.

Best regards,
Roland Fisher
National Sales Manager
Waterman Valve, LLC.

Web: www.watermanusa.com

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: _____

Account #: _____

Vendor: _____

Amount: _____

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: _____ Date: _____

rev. 10.29.18

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: 4/2/24

TO: Purchasing Division

FROM: _____

Purchase Requisition # _____

Estimated Total Cost: $_____

Proposed Vendor: Duke's Root Control

Request Term: 7/01/24 - 6/30/25

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: Herbicide throughout conveyance system

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

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

☐ Yes ☒ No

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

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

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

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

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

04/02/2024

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: James Estrada, Wastewater Collections System Supervisor

DATE: March 7th, 2024

SUBJECT: Sole/Source Memo Dukes Root Control, Inc.

The Municipal Utilities & Engineering Department is requesting to utilize Dukes Root Control, Inc. to provide sewer root control services. Dukes Root Control has completed over 12 successful root control projects with the City of Redlands since 1996.

The Wastewater Collection Division designates approximately 5 miles of 6” to 8” sewer main line that have been identified through CCTV inspections for root intrusion.

The Collection Division maintains a Root Control Program as described under the City’s Sewer System Management Plan, which prevents root intrusion from occurring in the city main lines. This annual project results in preventing overflows and reduces staff time to maintain these line segments.

Dukes Root Control, Inc. is the only commercial applicator licensed to apply RAZOROOTER in California. Dukes is registered with the Californian Department of Pesticide Regulation. Duke’s applicators are certified by the same agency to perform applications to sewers.

The cost is included in MUED’s FY 2024/25 budget.

DUKE'S
ROOTED IN INNOVATION

Headquarters: 400 Airport Rd., Suite E. | Elgin, IL 60123

March 11, 2024

James Estrada
W.W. Collections Supervisor
City of Redlands
Redlands, CA 92373

Dear James:

RE: Razorooter® Patent and Licensing Information Dear JAMES ESTRADA: RAZOROOTER®, a proprietary product of Duke's Root Control, Inc., is the only diquat-based, sewer root control product that is registered with the U.S. Environmental Protection Agency (EPA Registration No. 94625-3).

At the present time, Duke's Root Control, Inc. is the only commercial applicator licensed to apply RAZOROOTER® in California. Duke's is registered with the California Department of Pesticide Regulation, and Duke's applicators are certified with this same agency to perform pesticide applications to sewers.

If you have any questions or require additional information, please contact me at 1-800-447-6687.

Sincerely,

Thomas W. Edwards

800.447.6687 | www.Dukes.com

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: _____

Account #: _____

Vendor: _____

Amount: _____

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: _____ Date: _____

rev. 10.29.18

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: 4/2/24

TO: Purchasing Division

FROM: _____

Purchase Requisition # _____

Estimated Total Cost: $_____

Proposed Vendor: Mesa Energy dba Heat Transfer Services

Request Term: 7/01/24 - 6/30/25

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: FIRE TUBE BOILERS

Manufacturer/Model Number: THREE (3) COLUMBIA BOILER/MPH-30 (x1) & MPH-15 (x2)

Age: 5

Current Estimated Value: $655K

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

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

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

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

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

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

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

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

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

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

☐ Yes ☐ No

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

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

Fernando Mata Sean Kilday Joseph Hamburger

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

The WW Division would ask upper management to provide alternate direction to comply with air quality regulations.

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

04/02/2024

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: Fernando Mata, Wastewater Utility Manager

DATE: April 01, 2024

SUBJECT: Sole/Single Source Memo Heat Transfer Solutions (HTS)

The Municipal Utilities & Engineering Department is requesting to utilize HTS for maintenance and replacement parts for the three (3) fire tube boilers. The boilers are heat bio-solids in three (3) separate anaerobic digesters. The boilers operate using two separate fuel sources (i.e., biogas or natural gas); optimizing the air-fuel mixture through a proper preventative maintenance program is critical to ensure less fuel is wasted and reduces emissions of air pollutants produced by inefficient combustion.

HTS offers a Proactive Preventative Maintenance Program on behalf of Columbia Boiler Company, the manufacturer. HTS is recognized as the sole provider to represent and service these types of boilers in California. As a preferred customer, the City's WWTP will receive a 10% discount on parts, priority on emergency service calls, biannual fine-tuning to factory specs, and annual boiler cleaning and inspection of heat transfer surfaces.

The cost is included in MUED's FY 2024/2025 budget.

COLUMBIA BOILER COMPANY OF POTTSTOWN

Manufacturers of quality commercial, industrial and residential boilers since 1936

COLUMBIA BOILER COMPANY
P.O. BOX 1070, POTTSTOWN, PA 19464
PHONE: 610-323-2700
FAX: 610-323-7292
www.columbiaboiler.com

March 11, 2024

To Whom It May Concern,

Let it be known that in the State of California, Mesa Energy Systems, dba Heat Transfer Solutions is the sole manufacturer's representative approved to represent Columbia Boiler.

Regards,

Michael Bonjo

Michael Bonjo
National Sales Manager
Columbia Boiler Co.

P.O. request CHECKLIST for Single/Sole Source

(Check applicable)

P.O. for: Water Distribution Meters & AMI
Account #: 501900 - 6703 / 501900 - 7808
Vendor: Ferguson
Amount: $480,000

1. ☑ Signed Single/Sole Source form
2. ☐ PR
3. ☑ Supporting docs: quote from Single/Sole source
4. ☑ W9
5. ☐ Insurance
6. ☑ Business License
7. ☐ Bond (if applicable)
8. ☑ Council approval/minutes (if applicable)
9. ☐ Agreement (if applicable)
10. ☐ SAM (Purchasing-internal) over $20,000
11. ☑ Prepare memo to CMO

Completed By: _____ 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:_____

TO: Purchasing Division

FROM: MUED - Water

Purchase Requisition # Annual PO

Estimated Total Cost: $ 480,000

Proposed Vendor: Ferguson

Request Term: FY 24/25

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: Mutilpe Size Meter and AMI Equipment

Manufacturer/Model Number: Neptune

Age: 1-3

Current Estimated Value: 11,000,000

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

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

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

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

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

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

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

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

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

The City has Standardized Neptune water meters and Advanced Metering Infrastructure (AMI) solutions. Rep. letter, sole source memo and supporting documentation attached.

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

Explore the services of another supplier likely resulting in single/sole source services.

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

Paul Mariscal 4/8/24

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
Director

TO: Dana Abramovitz, Purchasing

FROM: Paul Mariscal, Water Utility Manager
Aaron Canedo, Water Distribution Superintendent

DATE: April 8, 2024

SUBJECT: Sole/Single Source Memo Ferguson Waterworks

The Water Distribution Section is requesting to utilize Ferguson Waterworks to supply Neptune Brand of water meters and advanced metering infrastructure (AMI) Gateway collector hardware and software solutions. To accommodate these purchases and in accordance with the City's purchasing policy, staff is requesting a sole source annual purchase order be issued to Ferguson Waterworks (Ferguson) for Fiscal Year 2024-2025.

Ferguson Waterworks is the sole distributor, as explained by the attached letter from Neptune. In California, Ferguson Waterworks is the sole distributor of Neptune water meters, reading systems, Neptune replacement parts, automated meter networks and other value-added services. If Neptune products are purchased from an out of state distributor, all warranties will be void. Additionally, the City is in process of converting to AMI, existing meters can be retrofitted with a Neptune register with AMI, and the entire meter would not need to be replaced.

The City of Redlands has standardized the Neptune water meters for all replacement and new construction throughout the City service area. Standardizing Neptune meters has improved our maintenance activities and reduced spare part inventors. Neptune products have proven to be excellent quality with outstanding factory support. Ferguson as well has worked with the City for several years and has provided outstanding customer service and quick turnaround with special order parts.

NEPTUNE
TECHNOLOGY GROUP

1/6/2024

To: City of Redlands
35 Cajon Street
Redlands, CA 92373

Aaron,

Neptune always strives to be the most valued partner in assisting its water utility partners serve their customers more efficiently through use of Neptune automated AMR/ AMI solutions. In doing so, Neptune markets its products and services through distributors in hardened markets. In California, Ferguson Waterworks is the sole distributor of Neptune water meters, reading systems, parts, networks and other value-added services. Ferguson goes beyond normal distribution by being certified as Level 1 by Neptune, which means they invest further dollars in product training, support and project management of today's advanced metering systems.

- All project and pricing opportunities are evaluated by local distribution teams and Neptune Territory Managers.
- Purchasing Neptune product from distributors outside of the State of California boundary is prohibited.
- Product purchased via outside distributors will be void of its warranty and returned to the distribution branch that acted illegally.

Sincerely,

Andy Bohn
District Manager CA/NV
abohn@neptunetg.com
Cell: 415-710-2046

1600 Alabama
Highway 229
Tallassee, AL 36078
800-633-8754
neptunetg.com

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: _____

Account #: _____

Vendor: _____

Amount: _____

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: _____ Date: _____

rev. 10.29.18

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: 4/2/24

TO: Purchasing Division

FROM: _____

Purchase Requisition # _____

Estimated Total Cost: $_____

Proposed Vendor: Golden Bell

Request Term: 7/01/24 - 6/30/25

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: Pesticide throughout conveyance system.

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

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

☐ Yes ☒ No

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

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

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

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

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

04/02/2024

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: James Estrada, Wastewater Collections System Supervisor

DATE: March 7th, 2024

SUBJECT: Sole/Source Memo Golden Bell Products, INC

The Municipal Utilities & Engineering Department is requesting to utilize Golden Bell Products for sewer line utility roach control services. Golden Bell Products has had a 11-year relationship with the City of Redlands and is the designated exclusive INSECTA California service provider for sewer utility manhole cockroach control.

There are approximately 5,000 sewer utility hole structures throughout the city and areas of Mentone that the Wastewater field staff are responsible for servicing and maintaining. Pests such as roaches enter sewer utility manhole covers via pick points. Due to this, the Wastewater Division maintains a Roach Control Program per the Sewer System Management Plan. The Roach Control Program is designed to mitigate the public nuisance and public health threats caused by cockroach infestation in the City's sanitary sewer system.

Applying Insecta pesticide is a safe and efficient way to help eliminate roach infestation in the utility holes. Golden Bell has the sole source right for the application and distribution of Insecta.

The cost is included in MUED's FY 2024/25 budget.

JABco

Jim Lawrence
President
29008 Beauclaire Drive
Tavares, FL 32778

Toll Free: (888) 781-6955
Cell: 727-365-6995

October 18, 2023

To Whom It May Concern:

I, Jim Lawrence, President of JABco, the manufacturing company for Insecta, EPA registration number 45600-1, have granted Golden Bell Products the sole distribution and application rights within the State of California. Golden Bell Products has proven its expertise in selling and applying Insecta 45600-1 since 1997 and will maintain the sole source to Insecta until the year 2030.

Any California company that would use Insecta or Insecta Liquid is required to purchase the material from Golden Bell Products. If any bids were received indicating otherwise, the bidding company is misrepresenting itself. All Insecta 45600-1 product used for manhole cockroach control in sewer manholes is sold through Golden Bell Products.

Sincerely

Jim Lawrence

Jim Lawrence
President

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: _____

Account #: _____

Vendor: _____

Amount: _____

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: _____ Date: _____

rev. 10.29.18

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: 4/3/24

TO: Purchasing Division

FROM: _____

Purchase Requisition # _____

Estimated Total Cost: $_____

Proposed Vendor: HACH

Request Term: 7/01/24 - 6/30/25

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

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

☐ Yes ☐ No

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

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

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

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

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

04/02/2024

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Jungjoon Park, Laboratory Manager

DATE: March 20, 2024

SUBJECT: Sole/Source Memo HACH Company

The City's Joint Utility Laboratory and Wastewater Operations are requesting approval for the selection of HACH Company as the sole source vendor for procuring Wet Chemistry consumables, reagents, standards, parts, and services for the existing HACH RTC (Real-Time Control) system and other laboratory equipment at the City's Joint Utility Laboratory and Wastewater Treatment Plant.

HACH products and instruments play a crucial role in analyzing wastewater laboratory samples for parameters such as Chemical Oxygen Demand, Ortho-phosphate, Nitrate, Total and Free Chlorine, Turbidity, and Biochemical Oxygen Demand. Given that the Environmental Laboratory Accreditation Program (ELAP) accredits the City's laboratory, and the Environmental Protection Agency (EPA) recommends using HACH products and methods, their reliability is unquestionable. The HACH RTC system offers the capability to adjust treatment processes in real-time, providing our staff with enhanced operational efficiency.

Through RTC adjustments, we can ensure continuous compliance at the Wastewater Treatment Plant while simultaneously reducing treatment costs. The HACH RTC system adjusts chemical dosing in real-time to optimize the removal of constituents such as Ammonia, Nitrite, and Nitrates.

The costs associated with these services are already accounted for in the MUED FY 2024/2025 budget.

Hach Service and Parts

Dear Customer:

The instruments you purchased, part of the following family of brands --- Hach, Great Lakes Instruments, American Sigma, Radiometer Analytical, Lachat, Marsh-McBirney, OptiQuant, Astro, Orbisphere, ELE, and Polymetron --- were designed to be reliable, durable, and easy to operate. Our goal is to design and manufacture instruments that give accurate readings with minimum maintenance requirements.

The Hach Service Representative is a highly trained professional who has a thorough, in-depth knowledge of the workings of each manufactured instrument. Our factory-trained service personnel are the only people authorized to perform any startup service, maintenance, or repair of these instruments. Because of the many different parameters and types of analyzers, we do not recognize or authorize any other service organization to perform repair or recalibration of these analyzers. As an ISO 9001 certified company, we maintain the highest standards for quality assurance and NIST traceable test and calibration equipment. Also, unauthorized repairs will result in voiding the instrument's warranty.

All parts used in our instruments meet our specifications and conform to our high standards. Many parts that may be available from a local vendor go through a testing procedure before being available as a Hach authorized part to ensure that they meet the performance tolerances specified for proper instrument performance. Additionally, the use of non-Hach supplied parts will result in voiding the instrument's warranty.

We have service repair centers that can repair and return instruments efficiently and economically. For on-site services we have an extensive field service organization. Please contact the Hach Service department for additional information.

Sincerely,
Hach Service

Rosie Bote

Manager, NA Service Contracts

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: _____

Account #: _____

Vendor: _____

Amount: _____

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: _____ Date: _____

rev. 10.29.18

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: 3/21/24

TO: Purchasing Division

FROM: _____

Purchase Requisition # _____

Estimated Total Cost: $_____

Proposed Vendor: IDEXX Distribution, Inc.

Request Term: 2024-2025

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: _____

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 memo attached

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 city would need to send all microbiology samples to third-party laboratories.

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

jungjoon Park 03/21/24

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Jungjoon Park, Laboratory Manager

DATE: March 21, 2024

SUBJECT: Sole/Single Source Memo IDEXX Distribution, Inc. (IDEXX)

The Joint Utilities Laboratory hereby requests the utilization of IDEXX as its vendor for bacteriological testing. The laboratory holds certification through the Environmental Laboratory Accreditation Program (ELAP) to employ IDEXX's Colilert products for testing Coliforms Total, Fecal, and E.coli in both drinking water and wastewater samples. IDEXX stands as the exclusive producer of Colilert 18 and Tecta and related products.

As per our representative, IDEXX exclusively sells its products to Weber companies for dairy sample testing and to Thermo Fisher. Procuring Colilert 18 from Thermo Fisher would incur a 30% higher charge compared to purchasing it directly from IDEXX. Our past experience collaborating with IDEXX has been positive, finding them to be a cooperative company. Furthermore, they have extended special discounts on certain products utilized by the laboratory.

It's important to note that the contract cost is encompassed within the MUED's FY 2024-2025 budget.

Date: 03/20/2024

City of Redlands
1950 Nevada St
Redlands, CA 92373
Account: 176280

Please accept this letter as confirmation that IDEXX Distribution, Inc. (FEIN # 35-2186625) is a wholly owned subsidiary of IDEXX Laboratories, Inc. and is the ***sole supplier*** of the following products to the Water Market:

Product	**Sole Manufacturer**	**Sole Supplier in U.S. and Canadian Water Testing Markets****
Colilert* reagent	Yes	Yes
Colilert Comparator	Yes	Yes
Colilert*-18 reagent	Yes	Yes
Colisure* reagent	Yes	Yes
Enterolert* reagent	Yes	Yes
Pseudalert* reagent	Yes	Yes
Legiolert* reagent	Yes	Yes
IDEXX Vessels	Yes	Yes
Quanti-Tray* Sealer PLUS	Yes	Yes
Quanti-Tray*	Yes	Yes
All Colilert Starter Kits	Yes	Yes
All 20-pack, 100-pack, and 200-pack Combo Packs	Yes	Yes
IDEXX-QC kits[1]	Yes	Yes
Quanti-Cult™ QC kit	Yes	Yes
SimPlate* for HPC test kit	Yes	Yes
HPC for Quanti-Tray* reagent	Yes	Yes
EasyDisc* HPC tests	Yes	Yes
IDEXX Water SARS-CoV-2 RT-PCR Test	Yes	Yes
IDEXX Water DNA/RNA Magnetic Bead Kit	Yes	Yes
IDEXX Water Matrix and Fecal Control Kit	Yes	Yes
IDEXX Water Internal Control	Yes	Yes
Filta-Max* *xpress* Filter modules	Yes	Yes
Filta-Max *xpress* pressure Elution station	Yes	Yes
Filta-Max manual wash station	Yes	Yes
Filta-Max filter modules	Yes	Yes
Tecta* B4	Yes	Yes
Tecta B16	Yes	Yes
Tectalert tests (EC/TC, EC, FC, ENT)	Yes	Yes

** Utility, Public Health and Private labs performing environmental testing

Please note that IDEXX Distribution, Inc. was formed as a wholly owned subsidiary of IDEXX Laboratories, Inc.

I hope this information is of assistance. If you have any questions, please contact me at 1-800-321-0207 ext.

Sincerely,
Luciana Thys

1) IDEXX-QC kits: 98-29000-01, 98-29001-01, 98-29002-01, 98-29003-01, 98-29004-01, 98-29006-01, 98-29007-01, 98-0009287-01

P.O. request CHECKLIST for Single/Sole Source

(Check applicable)

P.O. for: Fleet Vheical Modifications
Account #: 501900
Vendor: Phenix
Amount: $55,000

1. ☐ Signed Single/Sole Source form
2. ☐ PR
3. ☑ Supporting docs: quote from Single/Sole source
4. ☑ W9
5. ☐ Insurance
6. ☑ Business License
7. ☐ Bond (if applicable)
8. ☑ Council approval/minutes (if applicable)
9. ☐ Agreement (if applicable)
10. ☐ SAM (Purchasing-internal) over $20,000
11. ☑ Prepare memo to CMO

Completed By: _____ 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:_____

TO: Purchasing Division

FROM: MUED - Water

Purchase Requisition # Annual PO

Estimated Total Cost: $ 55,000

Proposed Vendor: Phenix

Request Term: FY 24/25

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: _____

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:

Phenix is contracted as the supplier and service provider for the Enterprise lease program. Rep. letters and sole source memo attached.

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

Explore the use of an alturnative supplier which will likley confilct with the Enterprise lease and warranty.

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

Paul Mariscl 4/8/24

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Paul Mariscal, Water Utility Manager

DATE: April 8, 2024

SUBJECT: Phenix Sole/Single Source Request

MUED is requesting to utilize Phenix Truck Bodies & Equipment to modify existing Enterprise Fleet Vehicles. Phenix is the sole supplier and installer contracted with Enterprise to outfit City Fleet vehicles ordered and leased through the Enterprise Fleet program. Due to the recent nationwide supply shortages of vehicles, orders placed with Enterprise in 2020 and 2021 were modified to secure available units in production for delivery in 2023. As a result, the order modification lacked the necessary functions and configurations identified in the original order. Partnering with Phenix to expand and configure upon the current order of vehicles will maintain vehicle and equipment warranties. The use of an alternative supplier and installer will present conflict with the current lease agreement and outfitting of Enterprise Fleet vehicles.

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: _____

Account #: _____

Vendor: _____

Amount: _____

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☐	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: _____ Date: _____

rev. 10.29.18

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: 4/2/24

TO: Purchasing Division

FROM: _____

Purchase Requisition # _____

Estimated Total Cost: $_____

Proposed Vendor: Plumbers Depot

Request Term: 7/101/24 - 6/30/25

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: 2 Gapvax Combination Trucks & 1 CUES

Manufacturer/Model Number: MC1510-0455, MC1510-3S4S,HV44 Wet/Dry, DUC, Granite, OZ II, OZIII,

Age: 5-10yrs.

Current Estimated Value: $1M

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

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

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

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

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

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

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

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

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

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

☐ Yes ☒ No

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

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

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

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

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

04/02/2024

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: James Estrada, Wastewater Collections System Supervisor

DATE: March 7th, 2024

SUBJECT: Sole/Source Memo Plumbers Depot, Inc.

The Municipal Utilities & Engineering Department is requesting to use Plumber Depot Inc. for the service, maintenance, and replacement of parts for the wastewater collection and water distribution teams' GapVax and CUES camera systems. These pieces of equipment are critical for the teams' daily operations in maintaining clean sewer lines, responding to after-hour callouts, and inspecting and documenting sewer line details throughout the city.

The wastewater and water distribution division currently has three (3) GapVax trucks and one (1) CUES camera system that require continuous maintenance, service, software upgrades, and replacement parts. Plumber Depot Inc. can provide the procurement of non-competitive/sole source pricing of this equipment.

The cost is included in MUED's FY 2024/25 budget.

January 3, 2024

RE: Plumbers Depot, Sole Source Provider of GapVax Products

To Whom It May Concern,

The purpose of this letter is to confirm that Plumber Depot is the sole GapVax factory authorized dealership for Southern California for GapVax MC Series combination trucks, service, repairs and trouble shooting.

Contact:

Plumbers Depot
3921 West 139th Street
Hawthorne, CA 90250
Phone 310-355-1700
Cell 310-753-1110
Contact: Jose Martin

Please feel free to contact me with any questions or concerns.

Thank you,

Matthew Hughes
Senior Vice President, Sales
GapVax Inc.
Phone 814-535-6766

"The Standard of the Industry"

CUES WEST

1943 S. Augusta Ct.
Ontario, CA 91761
(909) 923-2001
(909) 923-2091 (Fax)
(800) 544-8695 (WATTS)

January 3, 2024

Cues Sole Source/OEM

Plumbers Depot Inc, Hawthorne CA is the Sole Distributor of Cues Products and repairs in Southern California.

- CUES is the sole manufacture and supplier of "OEM ***(Original Equipment Manufacturer)"*** products/parts for your existing CUES TV equipment. Due to compatibility and warranty issues CUES recommends the purchase of "OEM" components and parts.
- CUES West maintains several million dollars in parts and loaner inventory that eliminates the need to have excessive parts stocked at your facility.
- There is one factory direct OEM service center located in Ontario, CA. This allows for easy **same day support** which will limit downtime and maximize return on investment.

Feel free to contact me with any questions.

Regards,

Matt Olson
Regional Sales Manager
molson@cuesinc.com

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: _____

Account #: _____

Vendor: _____

Amount: _____

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: _____ Date: _____

rev. 10.29.18

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: 4/2/24

TO: Purchasing Division

FROM: _____

Purchase Requisition # _____

Estimated Total Cost: $_____

Proposed Vendor: Rockwell Engineering & Equipment

Request Term: 7/01/24 - 6/30/25

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: Vaughan Chopper Pumps/Pioneer, Borger Pumps

Manufacturer/Model Number: _____

Age: 1-35 Yrs

Current Estimated Value: $170,000

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

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

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

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

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

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

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

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

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

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

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

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

04/02/2024

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: Joseph Hamburger, Wastewater Operations Supervisor

DATE: April 01, 2024

SUBJECT: Sole/Source Memo Rockwell Engineering & Equip Co Inc.

The Municipal Utilities & Engineering Department is requesting to use Rockwell Engineering & Equipment Co. Inc. for the parts, replacement, and services of chopper, rotary, and centrifugal pumps at the Wastewater Reclamation Facility. The City of Redlands has had a 15-year relationship with Rockwell Engineering & Equipment, who are designated as the exclusive providers for the procurement of Vaughan Chopper Pumps, Pioneer Centrifugal Pumps, and Boeger Rotary Lobe Pumps.

Vaughan Chopper Pumps have been in use for the last 15-20 years at all Digesters and the MBR system and require proper preventative maintenance parts and supplies. These centrifugal pumps are designed to fragment all incoming solids before pumping to other processes throughout the WWTP, protecting pumps from clogging and providing benefits to downstream components, processes, and the environment.

Borger Rotary Lobe Pumps are self-priming, valve-less, positive displacement pumps that offer 100% efficiency of each pump and no leaking of any seals. These pumps transfer solids from the dissolved air flotation facilities in the solids handling facility, providing energy and labor cost savings.

Pioneer Pumps are in place at the WWTP to provide process flow of the waste-activated sludge in both the conventional treatment and the MBR system. These high-performing pumps are in continuous operation throughout the 24-hour day and handle large amounts of sludge handling to the digesters.

The cost for these services and equipment is already included in MUED's FY 2024/2025 budget.

PIONEER PUMP
PERFORMANCE THROUGH INNOVATION™

Franklin Electric / Pioneer Pump
310 Sequoia Pkwy.
Canby, OR 97103

Date: April 2, 2024

ATT: City of Redlands, CA

Subject: Sole Source Letter

To whom it may concern,

This letter is to inform you that Rockwell Engineering operating out of Tustin CA, is the sole source for Pioneer Pump's SC line of Centrifugal Pumps in Southern California. Pioneer does not have any agreement nor contract with any other resellers or distributors in the southern region of California for the SC products quoted by Rockwell Engineering to the City of Redlands Wastewater Treatment Plant.

Please let us know if there is any additional information that Pioneer Pump or Rockwell Engineering can provide. We thank you for your business.

Regards,

Eric D. Burleigh

Eric D. Burleigh
Southwest US Territory Manager
Franklin Electric / Pioneer Pump
619-770-7423

April 2, 2024

To Whom It May Concern:

This letter is to confirm that:

Rockwell Engineering and Equipment
2913 El Camino Real
Suite 337
Tustin CA 92782

Is the sole authorized distributor for Borger pumps, parts, and service in the Municipal Market for the State of California.

Thank you,

Dale Mork, Regional Sales Manager

Boerger, LLC
2860 Water Tower Place
Chanhassen, MN 55317
dmo@boergerllc.com

P.O. request CHECKLIST for Single/Sole Source

(Check applicable)

P.O. for: Well & Booster Pump Motors
Account #: 501900 / 521900
Vendor: Sulzer
Amount: $170,000

1. ☑ Signed Single/Sole Source form
2. ☐ PR
3. ☑ Supporting docs: quote from Single/Sole source
4. ☑ W9
5. ☐ Insurance
6. ☑ Business License
7. ☐ Bond (if applicable)
8. ☑ Council approval/minutes (if applicable)
9. ☐ Agreement (if applicable)
10. ☐ SAM (Purchasing-internal) over $20,000
11. ☑ Prepare memo to CMO

Completed By: _____ 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:_____

TO: Purchasing Division

FROM: MUED - Water & Wastewater Division

Purchase Requisition # Annual PO

Estimated Total Cost: $ 170,000

Proposed Vendor: Sulzer

Request Term: FY 24/25

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: Well & Booster Pump Motors

Manufacturer/Model Number: US Motors

Age: 1 - 16

Current Estimated Value: $375,000

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

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

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

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

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

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

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

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

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

Sulzer is the sole source provider and manufacture representive for US Motors supplies, support and warranty. Rep. letters and sole source memo attached.

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

Explore alturantive suport suppliers which will likley lead to sole source procurment.

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

Paul Mariscal 4/8/24

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
Director

TO: Dana Abramovitz, Purchasing

FROM: Paul Mariscal, Water Utility Manager
Fernando Mata, Wastewater Utility Manager

DATE: April 24, 2024

SUBJECT: Sole/Single Source Memo Sulzer

MUED is requesting to utilize Sulzer to provide repair parts and materials, maintenance and service for the City's Water and Wastewater well and booster pump equipment.

Sulzer is recognized as an Electrical Apparatus Service Association (EASA) member and service center. EASA has developed an international accreditation program to evaluate service centers for compliance with prescribed best practices that are followed to maintain motor efficiency and reliability during electrical and mechanical repairs. Sulzer is relied upon to provide warranty work and other repairs and parts needed to maintain the City's wells and booster pump motors on a routine basis and in the event of an emergency.

Sulzer is also a US Motors authorized supplier which is a standardized electrical motor utilized in many of the City's deep well pump applications. Us Motors has been used by the City to operate its critical infrastructure for over 40 years and has benefited from its local relationship with Sulzer.

Below is additional supporting justification for utilizing Sulzer as a sole/single source provider.

Sulzer:

- US Motor standardization allows for electric motors to be compatible based on horsepower and frame size allowing for motor repairs and replacement to be more cost effective
- US Motors distributor accredited by Electrical Apparatus Service Association (EASA)
- Conformance to AR100 standards which conforms to best practice
- Provides warranty work as a US Motors authorized supplier
- Only US Motor EASA vendor within a 75 mile radius.
- Only motor rewind shop capable of rewinding motors up to 500HP within 100 mile radius.
- Sulzer offers a full service machine shop.

Sulzer EMS
Colton Service Center
620 S Rancho Ave
Colton, California 92324

Telephone: 909-825-7971

Paul Mariscal
City of Redlands

Colton Service Center what sets us apart.

Sulzer Electro Mechanical Services (US) Inc. is the only motor repair service in 60 miles that carries an EASA Accreditation. We strictly adhere to the AR100-2015 Standard. We are also Green motor accredited. We will also become an ISO 9001, ISO 14001, and ISO 145001 certified by 2025.

Sulzer Electro Mechanical Services (US) Inc. carries, and is an authorized distributor, for US Motors (Nidec), GE, ABB/Baldor, Lesson, Tatung, Toshiba, Euro Drive, Worldwide, Marathon, and Leroy Somers. We are also an authorized warranty center for GE, Baldor, and US motors.

Sulzer Electro Mechanical Services (US) Inc. is part of 6 service centers across the US with years of combined experience on all motors.

Sulzer Electro Mechanical Services (US) Inc. Safety record is unmatched with 0 reportable injuries in 4 years.

Sulzer Electro Mechanical Services (US) Inc. sends detailed reports with all repairs.

Sulzer Electro Mechanical Services (US) Inc. is authorized to sale and install Toshiba drives and we have the engineering and CAD capabilities for most LV drive needs.

Thank you for considering us for a contract renewal

Gary Patton
Service Center Manager
Sulzer EMS
Colton CA
(909) 825-7971 EXT 141

Electro Mechanical Services Colton Service Center 620 S Rancho Avenue Colton, CA USA 92324 Phone 909-825-7971 Fax 909-825-6312
www.sulzer.com

Rates are effective for the entire duration of September, 2023 to March 1, 2024.

Item No.	Description	Price
4540	Shop Labor ST	$133.00
4595	Shop Labor OT	$156.00
4596	Shop Labor DT	$178.00
4520	Field Service, Labor Non-Prevailing Wage	$146.00
4520	Field Service, Labor Non-Prevailing Wage OT	$169.00
4520	Field Service, Labor Non-Prevailing Wage DT	$193.00
4520	Prevailing Wage Field Service, Labor*	$174.00
4521	Prevailing Wage Field Service Labor OT*	$202.00
4522	Prevailing Wage Field Service Labor, DT*	$231.00
	* Price reflects prevailing wage req'd by CA	

SULZER CONFIDENTIAL

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: _____

Account #: _____

Vendor: _____

Amount: _____

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: _____ Date: _____

rev. 10.29.18

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: 4/2/24

TO: Purchasing Division

FROM: _____

Purchase Requisition # _____

Estimated Total Cost: $_____

Proposed Vendor: Thermo Electron North America, LLC

Request Term: 7/01/24 - 6/30/25

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: Two (2) Integrion and One (1) Aqua Gallery Discrete Analyzer

Manufacturer/Model Number: Dionex Integrion/Thermo Fisher Aqua Gallery

Age: 5 years/2years/1 year

Current Estimated Value: $200,000

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

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

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

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

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

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

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

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

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

Please refer to the memo addressed to the Procurement Manager.

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 Laboratory must identify a certified company capable of performing preventive maintenance on the equipment. If such services are not available, the Laboratory must allocate funds to replace the equipment or be compelled to send samples to third-party laboratories.

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

jungjoon Park 04/02/2024

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz – Daniel, Procurement Manager

FROM: Jungjoon Park, Laboratory Manager

DATE: February 09, 2024

SUBJECT: Sole/Single Source Memo Thermo Electron North America, LLC (TENA)

The City's Joint Utilities Laboratory respectfully requests the utilization of Thermo Electron North America, LLC (TENA) for its laboratory service contract concerning two Integrion instruments and one Gallery Aqua Master instrument. The laboratory holds certification from The Environmental Laboratory Accreditation Program (ELAP), mandating the annual maintenance, calibration, and preventive maintenance of its instruments. It is noteworthy that Thermo Electron North America is the sole company certified by Dionex to execute preventive maintenance and repair on their instrument.

TENA offers the City of Redlands one scheduled preventive maintenance visit, inclusive of a standard PM kit, an unlimited number of on-demand, on-site corrective maintenance visits with a maximum 72-hour response time, factory-certified labor and parts, priority status for technical support telephone inquiries (with a response time within 2 hours), a 10% loyalty discount on parts, accessories, and consumables during the contract's effective period, and, significantly, software updates and notifications.

The associated cost is covered within MUED's FY 2023-2024 budget.

February 12, 2024

JUNGJOON PARK
CITY OF REDLANDS
1950 NEVADA STREET
REDLANDS CA 92373

RE: Sole Source letter for Thermo Fisher Scientific support plan Q; 22061865

Dear Jungjoon,

Thermo Fisher Scientific companies are the sole source instrument manufacturer and service provider for Thermo Scientific Chromatography System proprietary parts, training, technical support, field service support, and software.

The legal entity distributing the Thermo Scientific Chromatography System instrument(s) you ordered is Thermo Electron North America LLC, which is a part of Thermo Fisher Scientific. Thermo Fisher Scientific is the world leader in analytical instruments, complimented by the most comprehensive services portfolio in the industry. Our instrument solutions enable our customers to make the world healthier, cleaner, and safer.

The Thermo Fisher Scientific instruments on quote 22061865 and any attached peripherals use a technologically advanced method to analyze chemicals and to identify unknown samples. Thermo Fisher Scientific has proprietary rights to the design and software utilized in these instrument(s). Thermo Fisher Scientific is the only company with access to proprietary: performance verified component parts, spare parts, software, technical support, upgrades and engineering resources to maintain the original operating specifications for your Thermo Fisher Scientific instrument. Thermo Fisher Scientific Field Service Engineers (FSE's) are the only company certified and factory trained engineers available to service these instrument(s), and are part of an organization that is ISO certified.

The prices listed on the support plan are those charged to any other customer with the same instrument model and age, configuration, and contract type.

We appreciate the opportunity to continue the valued service relationship with you. Please contact me if you have any questions regarding this information.

Sincerely,

Christian Kobal
Senior Territory Manager
Unity Lab Services

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: _____

Account #: _____

Vendor: _____

Amount: _____

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: _____ Date: _____

rev. 10.29.18

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: 5/15/24

TO: Purchasing Division

FROM: _____

Purchase Requisition # _____

Estimated Total Cost: $_____

Proposed Vendor: UNISON SOLUTIONS, INC

Request Term: FY 2024/25

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: BIO-GAS CONDITIONING SKID & CHILLER

Manufacturer/Model Number: BGS-170-331-HS

Age: 1.5 YRS

Current Estimated Value: 3.0M

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

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

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

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

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

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

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

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

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

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

☐ Yes ☐ No

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

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

FERNANDO MATA DAVE GIANNINI

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

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

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

_____

Department Director Date

Purchasing Approvals

_____

Purchasing Agent Approval Date

_____

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: Joseph Hamburger, Wastewater Operations Supervisor

DATE: April 01, 2024

SUBJECT: Sole/Single Source Memo Unison Solutions, Inc

The Municipal Utilities & Engineering Department is requesting to utilize Unison Solutions for services and removal/replacement of gas conditioning media for the biogas conditioning system parts. The new gas conditioning unit at the wastewater treatment plant is in place to purify biogas, removing siloxane/VOC and hydrogen sulfide, in accordance with regional air quality guidelines.

Since Unison Solutions is the manufacturer of the skid and removal media, these products must be purchased directly from Unison Solutions. Therefore, Unison Solutions can provide non-competitive/sole source pricing for services and the removal/replacement of gas conditioning media.

The cost is included in MUED's FY 2024/2025 budget.

March 18,2024

Re: Part numbers UNI-CL15E, UNI-CL2E, UNI-CL15V, UNI-CL2V, UNI-CL15X, UNI-CL2X, UNI-CL3X, UNI-CL3E and UNI-CL3V

To whom it may concern:

This letter is to confirm that the siloxane removal media is a sole source product, sold and distributed exclusively by Unison Solutions, Inc. to meet the requirements of their biogas conditioning system. This product must be purchased directly by institutions from Unison Solutions, Inc. at the following address:

Unison Solutions, Inc.
5451 Chavenelle Rd.
Dubuque, IA 52002
If you desire additional information, please feel free to contact me at 563-585-0967 or visit our website at www.unisonsolutions.com. Thank you for your interest in our products.

Sincerely,

Kim Murdock-Timmerman
Unison Solutions, Inc.

March 18,2024

Fernando Mata
Wastewater Utility Manager
City of Redlands Wastewater Treatment
Subject: Sole Source Representative

Dear Mr. Mata:

Unison Solutions, Inc. is the sole manufacture of its products and the exclusive provider for any ancillary products within its scope. New products, OEM repair parts, repairs and maintenance for Unison supplied equipment including ancillary equipment can only be provided by Unison Solutions, Inc.

Your contact for Unison Solutions, Inc. is:

Don Weeden
Unison Solutions, Inc.
5451 Chavenelle Rd
Dubuque, IA 52002
P 563-585-0967
F 563-585-0970
C 563-542-6577
don.weeden@unisonsolutions.com

If you have questions regarding this issue, please contact me at your convenience.

Sincerely,

Don Weeden
Service Supervisor

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: _____

Account #: _____

Vendor: _____

Amount: _____

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: _____ Date: _____

rev. 10.29.18

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: 4/3/24

TO: Purchasing Division

FROM: _____

Purchase Requisition # _____

Estimated Total Cost: $_____

Proposed Vendor: Vaughan's Industrial Repair

Request Term: 7/1/24-6/30/25

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: Vertical Turbine Pumps & Centrifugal Blowers

Manufacturer/Model Number: 3-Stage 8211 VTP, S/N: 10616794

Age: 5-60 yrs.

Current Estimated Value: 1.6M

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

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

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

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

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

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

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

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

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

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

☐ Yes ☐ No

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

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

Sean Kilday

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

Wastewater staff would be required to consult and seek an alternative provider and technology, which would affect the City's efforts to standardize equipment.

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

04/03/2024

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Joseph Hamburger, Wastewater Operations Supervisor

DATE: April 01, 2024

SUBJECT: Sole/Single Source Vaughan's Industrial Repair

MUED's Wastewater Division is requesting to utilize Vaughan's Industrial Repair for a comprehensive range of services, including preventative maintenance, parts and supplies, and the potential rebuild of key equipment. Specifically, this request pertains to the three (3) vertical turbine pumps located at the equalization basins and the four (4) centrifugal blowers situated at the aeration basins, as indicated in the attached sole source letter.

By engaging Vaughan's Industrial Repair, the Wastewater Division aims to ensure the optimal performance and reliability of these critical components. Preventative maintenance services will encompass regular inspections, cleaning, lubrication, and adjustment of the vertical turbine pumps and centrifugal blowers. Additionally, any necessary repairs or replacements of parts will be facilitated through Vaughan's expertise and access to high-quality components.

In instances where the equipment requires more extensive attention, such as potential rebuilds, Vaughan's Industrial Repair possesses the knowledge and capability to execute the task efficiently and effectively. Their experience and specialized skill set make them a suitable partner to address any significant refurbishment or reconstruction needs of the vertical turbine pumps and centrifugal blowers.

The utilization of Vaughan's Industrial Repair as a sole source provider offers the advantage of their in-depth familiarity with the specific equipment involved. Their expertise ensures that the maintenance, parts, and potential rebuilds are carried out with precision, minimizing potential disruptions to operations and maximizing the lifespan and functionality of the vertical turbine pumps and centrifugal blowers.

The cost for these services and equipment has been accounted for in the Municipal Utilities & Engineering Department's FY 2024/2025 budget.

To: **City of Redlands**

From: **Mr. Brian Schnurle**

Date: **February 26, 2024**

Subject: **Sole source statement**

The Spencer Turbine Company manufacturers customized air moving equipment and accessories. The product line includes such items as blowers, fans, hermetic gas movers, central vacuum cleaning systems, filter collectors, tubing/fittings systems, UL listed electrical control panels, etc.

Many products sold here are customized and designed for a particular use by our customers. And require specialized repair by certified repair centers.

The Spencer Turbine Company herby states that Vaughan's Industrial Repair CO. of 16224 Garfield Ave. Paramount, CA. 90723 is the sole authorized service facility for repair and maintenance in the territories of California, Arizona and Nevada. Please feel free to contact me with any further questions or concerns.

Regards,

Mr. Brian Schnurle
J.E. Phillips/Spencer/Howden Roots

The Spencer Turbine Company
600 Day Hill Road, Windsor, CT 06095-4706 ◆ 800-232-4321 ◆ 860-688-8361 ◆ Fax 860-688-0098 ◆ www.spencerturbine.com

P.O. request CHECKLIST for Single/Sole Source

(Check applicable)

P.O. for: WTP Analytical Equipment
Account #: 501900 / 521900
Vendor: Veolia
Amount: $60,000

1. ☑ Signed Single/Sole Source form
2. ☐ PR
3. ☑ Supporting docs: quote from Single/Sole source
4. ☑ W9
5. ☐ Insurance
6. ☑ Business License
7. ☐ Bond (if applicable)
8. ☑ Council approval/minutes (if applicable)
9. ☐ Agreement (if applicable)
10. ☐ SAM (Purchasing-internal) over $20,000
11. ☑ Prepare memo to CMO

Completed By: _____ 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:_____

TO: Purchasing Division

FROM: MUED - Water & Waster Division

Purchase Requisition # Annual PO

Estimated Total Cost: $ $60,000

Proposed Vendor: Veolia

Request Term: FY 24/25

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: WTP Analytical Equipment

Manufacturer/Model Number: Various Analyzer & Monitoring Equipment

Age: 2 - 10

Current Estimated Value: $75,000

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

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

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

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

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

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

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

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

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

Veolia is the sole source provider and manufacture representive for SUEZ and Seivers supplies, support and warranty. Rep. letters and sole source memo attached.

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

Explore alturantive suport suppliers which will likley lead to sole source procurment.

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

Paul Mariscal 4/8/24

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Paul Mariscal, Water Utility Manager
Fernando Mata, Wastewater Utility Manager

DATE: April 8, 2024

SUBJECT: Veolia WTS Analytical Sole/Single Source Request

MUED is requesting to utilize Veolia WTS Analytical for preventive maintenance, parts, and service of (2) Sievers M5310 online Total Organic Carbon (TOC) analyzers. These analyzers are used in the City's surface water treatment plants, and in addition, the wastewater treatment plant's Membrane Bioreactor facility (MBR) commissioned in 2003 is designed and patented by Veolia WTS. TOC analysis is a key component of water treatment plant operations, which helps to assure proper plant operation and maintain regulatory compliance. The MBR facility is comprised of proprietary technology developed by Zenon, a wholly owned business of Veolia WTS. Without properly maintained and operating analyzers and process equipment, the City's water and wastewater treatment plant facilities risk regulatory compliance monitoring violations and the inability to produce potable and recycled water for customers.

The attached rep letter explains that Veolia WTS Analytical is the sole manufacturer of Sievers products, OEM repair/replacement parts, consumables, including Sievers certified reference materials and vials, repairs, and maintenance. A subsequent letter confirms that a sole source purchase with Veolia WTS will be required to procure parts and/or service for the MBR facility. Therefore, service and support materials are not available through alternative suppliers.

Funding for this request is available in the water/wastewater operations fund 501900/521900.

18 January 2024

Dear Sievers Customer:

Please note that VEOLIA WTS Analytical Instruments, Inc, previously SUEZ WTS Analytical Instruments, is the sole manufacturer of Sievers products, OEM repair / replacement parts, consumables, including Sievers certified reference materials and vials, repairs, and maintenance.

No other representative in the United States is authorized to provide certified repair, OEM replacement parts, certified maintenance or field services, and authorized technical support for VEOLIA WTS Analytical Instruments.

Best Regards,

Erin England

Global Sales Director, Consumables & Services
Water Technologies & Solutions
Analytical Instruments

E-mail: erin.england@veolia.com
Mob: +1 612-310-3797
6060 Spine Road, Boulder, CO 80301 US

VEOLIA WTS Analytical Instruments, Inc.
6060 Spine Rd, Boulder, CO 80301
off. +1 303-444-2009
www.sieversinstruments.com

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: _____

Account #: _____

Vendor: _____

Amount: _____

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: _____ Date: _____

rev. 10.29.18

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: 4/2/24

TO: Purchasing Division

FROM: _____

Purchase Requisition # _____

Estimated Total Cost: $_____

Proposed Vendor: PolyDyne

Request Term: _____

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: Polymer

Manufacturer/Model Number: PolyDyne WE-1582

Age: 1-2 Years

Current Estimated Value: $4250.00

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

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

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

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

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

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

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

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

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

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

☒ Yes ☐ No

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

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

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

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

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

04/02/2024

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: Fernando Mata, Wastewater Utility Manager

DATE: April 01, 2024

SUBJECT: Sole/Single Source Memo Polydyne, Inc.

The Municipal Utilities & Engineering Department is requesting to utilize Polydyne, Inc. for the purchase of two essential chemicals, Clarifloc WE-1582 and Flosperse SC 122 CM, utilized in our wastewater treatment plant's dewatering processes.

The chemicals Clarifloc WE-1582 and Flosperse SC 122 CM play a pivotal role in our wastewater treatment operations. Their unique molecular structure, molecular weight, and specific raw materials composition are exclusively provided by Polydyne Inc. No other manufacturer is authorized to produce these chemicals.

These chemicals are integral to our dewatering processes, specifically designed to promote sludge particle aggregation, facilitating more efficient dewatering within our centrifuge system. With approximately 38 gallons of polymer used per day, we process approximately 70,000 gallons of sludge daily. The addition of these chemicals separates solids from liquids, aiding in the thickening of sludge and the dewatering of contaminated materials, thereby easing handling and disposal procedures.

The cost is included in MUED's FY 2024/2025 budget.

Emailed to: jhamburger@cityofredlands.org
cc: skilday@cityofredlands.org; fmata@cityofredlands.org

March 12, 2024

Mr. Joseph Hamburger
City of Redlands
Wastewater Operations Supervisor
1950 Nevada St.
Redlands, CA. 92374

SUBJECT: Sole Source Declaration and Price Quotation

Dear Mr. Hamburger:

We trust this letter will serve your needs in defining Polydyne Inc. as the sole source manufacturer and supplier of the following products supplied to the City of Redlands:

CLARIFLOC™ WE-1582
FLOSPERSE SC 122 CM

The above-named CLARIFLOC™ polymer has a molecular structure, molecular weight, and particular raw material components that are unique to Polydyne's CLARIFLOC™ product line. CLARIFLOC™ is Polydyne's trademark and no other vendor is authorized to supply these products.

Pricing for the period of July 1, 2024, through June 30, 2025, shall be as follows:

PRODUCT	UNIT PRICE	PACKAGE
CLARIFLOC™ WE-1582	$1.65/LB. DELIVERED*	2300 LB. TOTE
FLOSPERSE SC 122 CM	$1.45/LB. DELIVERED*	2300 LB. TOTE

***Unit price does not include any applicable tax. Tax will appear as a separate line item on invoices.**

Thank you for your business! If you have any questions or need additional information, please feel free to contact Olawale Igbekoyi, Technical Sales Representative, at (661) 803-2466.

Best regards,

Boyd Stanley
Sr. Vice-President

Workplace Solutions
Cooperative Acceptance Agreement

CINTAS® READY FOR THE WORKDAY®

Location #: 698
Contract #: 210332974
Customer #: 14190671
Main Corporate Code → 13897 GPO# 211011196 MLA# 211011348 Date:
Customer/Participating Agency: City of Redlands ("Customer") Phone: 909-798-7506
Address: 1950 Nevada St City: Redlands State: CA Zip: 92374

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
x270	Cargo Pants	☑ Yes ☐ No	0.485	26.10
x294	Carhartt FR Work Shirt	☑ Yes ☐ No	0.577	58.50
x396	Carhartt Ripstp Shirt	☑ Yes ☐ No	0.588	49.491
x945	Comfort Pant	☑ Yes ☐ No	0.311	23.40
x935	Comfort Shirt	☑ Yes ☐ No	0.271	21.60
x912	Coverall	☑ Yes ☐ No	0.455	21.27

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").			
Standard Name Emblem	$ ea	Standard Agency Emblem	$ ea
Custom Agency Emblem	$ ea	Embroidery	$ ea
Uniform Advantage	Item:		$ ea per week
Premium Uniform Advantage	Item:		$ ea per week
Emblem Advantage	Item:		$ ea per week
Prep Advantage	Item:		$ ea per week
Minimum Charge	$35 per delivery or 50% of initial invoice (the greater of the two).		
Make-up Charge	$ per garment		
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			$ 0.167 per garment
Seasonal Sleeve Change	$ per garment		
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.			
Artwork Charge for Logo Mat	$		
Payment Terms: Net 30			
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of $ per garment will be assessed for employee's size changed within 4 weeks of installation.		
Other			

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
x9208	Sanis Bowl Clip Refill	Weekly	Any	0
x9207	Sanis Bowl Clip Service	Weekly	Any	1.575
x9214	Sanis Screen Refill	Weekly	Any	0
x9213	Sanis Screen Service	Weekly	Any	1.89
x7540	Grey Microfiber Wipe	Weekly	Any	0.19
x2700	Terry Towel	Weekly	Any	0.19
x8018	Small Shop Towel Can	Weekly	Any	4.402
x1919	2x3 Wellness AF Mat Onyx	Weekly	Any	4.622

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	$ ea
Automatic Lost Replacement Charge	Item:	% of inventory	$ ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐		

Cintas Representative Initials: Customer Initials:

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies.** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at https://www.omniapartners.com/publicsector.
2. **Dispute Resolution – Arbitration and Class Waiver.** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
   a. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
   FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, the merchandise, inventory and services at the prices listed in the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars ($35.00) or 50% of initial invoice (whichever is greater) per delivery for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement.
2. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
   In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations.** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials: Customer Initials:

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
    - If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
    - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
12. **Customer Funding Source.** Customer must select the appropriate response below:
    Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
    ☐ Yes ☐ No
    (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
13. **Additional Terms.** Customer must select the appropriate response below:
    Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting this Acceptance Agreement without additional terms?
    ☐ Yes, additional terms required ☐ No additional terms needed
    (If yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 698	Customer Signature:
By: Marc Garrido	Print Name:
Title: Key Account Manager	Print Title:
Accepted-GM:	Email:
Cintas Matrix Account ☐ Yes ☐ No	Customer Contact:
Cintas MAM Partners:	Customer Contact Email:

Cintas Representative Initials: Customer Initials:

Accounts Payable Contact Billing Information

CINTAS
READY FOR THE WORKDAY®

How should the Business Name read on the invoice? _____

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ **YES** ☐ **NO** ☐ **UNSURE**

Are you Tax Exempt? ☐ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form? _____

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: _____

Account Payable Contact Phone #: _____

Account Payable Email: _____

Payer Street Address: _____

City: _____ ST/PROV: _____ ZIP/PC: _____

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

☐ **Same as Payer** OR ☐ **Same as Sold-To**

Bill-To Street Address: _____

City: _____ ST/PROV: _____ ZIP/PC: _____

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ **Leave at Site and Email** ☐ **Email Only** ☐ **Physically Mail** ☐ **Leave at site after service**

Do invoices require a purchase order? ☐ **YES** ☐ **NO** **If yes,** please provide PO# _____

Will the same PO need to appear on each invoice? ☐ **YES** ☐ **NO** Is there an expiration date? _____

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ **Check**

☐ **ACH/EFT -** We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ **Credit Card -** We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: _____ Customer Initials: _____

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
x371	FR Carhartt Work Pant	☑ Yes ☐ No	0.571	54.00
x82302	FR Cotton Blend Coverall	☑ Yes ☐ No	1.170	76.50
x366	High Image Jacket	☑ Yes ☐ No	0.733	47.70
x970	Hip Length Jacket	☑ Yes ☐ No	0.622	31.95
x59925	Lab Coat	☑ Yes ☐ No	0.341	18.14
x677	Perma Lined Jacket	☑ Yes ☐ No	0.649	30.15
x525	Women's Lab Coat	☑ Yes ☐ No	0.674	24.003
x381	Carhartt 5 Pocket Jean	☑ Yes ☐ No	0.698	24.30
x290	Carhartt FR Carpenter Pants	☑ Yes ☐ No	1.467	49.50
x383	Carhartt Pant	☑ Yes ☐ No	0.789	29.70
x280	FR Carhartt Jean	☑ Yes ☐ No	0.274	49.50
x60694	FR Cotton Blend Work Shirt	☑ Yes ☐ No	0.577	35.325
x370	Cargo Shorts	☑ Yes ☐ No	0.485	19.80
x275	Hi Performance Polo	☑ Yes ☐ No	0.566	26.10
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

WORKPLACE SERVICES PRODUCTS PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
x84030	3x10 Gray Mat	Weekly	Any	4.47
x1810	3x5 Duralite Mat	Weekly	Any	3.535
x84302	3x5 Safety Mat	Weekly	Any	3.04
x2477	3x5 Scraper Mat	Weekly	Any	3.253
x10223	3x5 Xtraction Mat Indigo	Weekly	Any	7.49
x45698	B&V Air Care Refill	Every 4 Weeks	Any	5.604
x10225	3x10 Xtraction Mat Indigo	Weekly	Any	11.594
x10224	4x6 Xtraction Mat Indigo	Weekly	Any	9.324
x2191	Fender Cover	Weekly	Any	0.82
x2590	36" Dust Mop	Weekly	Any	1.442
x2650	Wet Mop Large	Weekly	Any	2.537
x2160	Small Red Shop Towels	Weekly	Any	0.089
x7717	White Microfiber Wipe	Weekly	Any	0.227
x84035	3x10 Black Mat	Weekly	Any	4.47
x84335	3x5 Black Mat	Weekly	Any	3.04

Cintas Representative Initials: Customer Initials:

14190671 - City of Redlands
1950 Nevada St
Redlands CA 92374

14189008 - City of Redlands Water
1270 W Park Ave Bldg B
Redlands CA 92373-8112

14191205 - City of Redlands Fleet
1270 Park Ave
Redlands CA 92373-8112

14190401 - City of Redlands Water
955 Parkford Dr
Redlands CA 92374

14189063 - City of Redlands Operations
1604 N Crafton
Menton CA 92359

14189388 - Fire Station 261
525 E Citrus Ave
Redlands CA 92373-5220

14189361 - Fire Station 262
1690 Garden St
Redlands CA 92373-7110

14189173 - Fire Station 263
10 W Pennsylvania Ave
Redlands CA 92374-2219

14189244 - Fire Station 264
1270 W Park Ave
Redlands CA 92373-8112

Facilities MRO and Industrial Supplies (2018 - 2024)

W. W. Grainger, Inc.

GRAINGER

Scope Pricing

Download Model PA

Awarded Categories: All

Area of Service Offered: Nationwide

Contractor Contact

Christopher Carroll
christopher.carroll@grainger.com
(706) 424-1743
www.grainger.com/content/naspo

Awarded	Expiration	Renewal Limit
04/25/2018	12/31/2024	12/31/2024

Participating Addenda

State Participating Addenda

Alaska
Arkansas
California
Colorado
Connecticut
Delaware
Florida
Hawaii
Idaho
Iowa

Documents/Details

Master Agreement Documents +

Pricing Documents +

Product Documents +

EXHIBIT B-1 to NASPO ValuePoint Master Agreement

Percentage Off Discount:

Percentage off list per awarded category

Contractor shall apply the following discount percentages to all purchases:

Category	Discount
1. Janitorial Equipment & Supplies (does not include Sanitation Cleaning Chemicals)	17%
2. Sanitation Cleaning Chemicals & Supplies (does not include Janitorial Equipment & Supplies	22%
3. Fasteners	35%
4. Material Handling	11%
5. Plumbing	20%
6. Power Source	19%
7. Outdoor Garden	13%
8. Lamps & Lighting and Ballasts	22%
9. HVAC	17%
10. Hand Tools	14%
11. Power Tools (excluding automotive related tools and products)	11%
12. Electrical	23%
13. Paint	13%
14. Security	17%
15. Safety (does not include any public safety equipment)	19%

The Contractor's Percentage off list discount will not be reduced throughout the life of the Master Agreement except, Contractor can however provide a higher percentage off list discount by providing the Lead State a thirty (30) day notice and Lead State approving the discount.

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-18-51-02

FACILITIES MAINTENANCE AND REPAIR & OPERATIONS (MRO) AND IDUSTRIAL SUPPLIES

Oregon NASPO ValuePoint Master Agreement No. 8496

W.W. Grainger, Inc. (Contractor)

This Participating Addendum Number 7-18-51-02 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and *W.W. GRAINGER, INC* (hereafter referred to as "Contractor") under the lead State of Oregon NASPO ValuePoint Master Agreement Number 8496.

1. SCOPE

A. This Participating Addendum covers the purchase of Janitorial Equipment & Supplies, Sanitation Cleaning Chemicals & Supplies, Fasteners, Material Handling, Plumbing, Power Sources, Outdoor Garden, Lamps & Lighting and Ballasts, Heating Ventilation Air Conditioning (HVAC), Hand Tools, Power Tools (excluding automotive related tools and products), Electrical, Paint, Security, and Safety (does not include any Public Safety Equipment) products under the Oregon NASPO ValuePoint Master Agreement. The Oregon NASPO ValuePoint Master Agreement Number 8496 is hereby incorporated by reference. Product categories included under this Participating Addendum are identified in Section 6

B. This Participating Addendum is available for use by California state agencies and political subdivisions/local governments. For the purposes of this agreement, a political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds.

C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Oregon NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TECHNICAL SPECIFICATIONS

Technical specifications apply to both state and local government and include recently implemented state regulations. Suppliers shall comply with all laws, regulations and technical specifications provided herein.

a. Agencies are to buy EPP products whenever they meet the agencies' needs while considering factors such as cost, performance and availability. Examples of EPP products are listed in the Department of General Services Purchasing Standards, and include but are not limited to janitorial cleaners, janitorial paper products, LED lamps, office desk lamps, seating, and televisions.

b. Environmental benefit claims concerning products or services must be consistent with the Federal Trade Commission's Guidelines for the Use of Environmental Marketing Terms. Product environmental claims are to include the industry standard the product meets and certifier. A copy of the certification must be supplied upon request if it is not publically available for verification. Products claiming environmental benefits must

include the industry standard it meets within the catalog product description.

c. Thermostat products must be Energy Star certified (https://www.energystar.gov/products/heating_cooling/programmable_thermostats).

d. At the request of the purchaser, contractor shall provide the minimum percentage by weight, if not the exact percentage, of recycled content in each of the products and associated shipping/packaging materials sold. The recycled content shall include both post-consumer recycled content (PCRC) and pre-consumer (post-industrial) recycle content percentages. All products sold to State Agencies shall include the recycled content, both RC and PCRC for each item purchased. Products compliant with State Agency Buy Recycled Campaign (SABRC) PCRC minimums shall be identified in the catalog product description as "SABRC Compliant". SABRC eligibility is dependent on products meeting the minimum PCRC per product category as defined in PCC§12209. See Cal Recycled SABRC Program requirements for suppliers.

e. Consumer products containing volatile organic compounds (VOC) shall be compliant with the laws and regulations for reducing the emissions of consumer products. Contractor is required to report sales in accordance with this regulation. [Title 17 California Code of Regulations Sections 94507-94517. (17CCR§ 94507-94517)] See Regulations for Reducing Emissions in Consumer Products for further information. VOC containing products shall identify the percent VOC by weight in the catalog product description and where available, the Global Warming Potential (GWP) for multipurpose solvents and paint thinners.

f. Indoor air cleaning devices not in compliance with the regulation for Limiting Ozone Emissions from Indoor Air Cleaning Devices] are prohibited for sale in the state of California. Prohibited products shall be identified as "Does not meet California Requirements, cannot be shipped to California." Exempted products shall state the reason the exemption applies i.e. "Solely for industrial use. Potential health hazard: emits ozone." [17CCR§94800- §94810]. Further manufacturer and distributer information can be found at: http://www.arb.ca.gov/research/indoor/aircleaners/manufacturers.htm.

g. Aerosol Adhesives for consumer, industrial and commercial uses shall comply with the aerosol adhesive standards as specified in HSC§41712. Only adhesives and sealants that are South Coast Air Quality Management District (SCAQMD), Rule #1168 and Bay Area Air Quality Management District (BAAQMD), Rule #51 compliant shall be sold to state agencies Aerosol Adhesives SCAQMD and BAAQMD compliant shall be identified and the VOC (weight per volume/grams per liter) provided within the catalog product description.

h. The state of California regulates exhaust emissions of off-road powered equipment. Engines and equipment offered for sale in the state of California shall be California Air Resource Board (CARB) certified and reference the CARB Executive Order (EO) number. (13CCR Chapter 9 Article 1). Examples include: lawnmowers, chainsaws, line trimmers, backpack blowers, edger, brush cutter, generators, pumps, compressors, tractors, forklifts, leaf blowers, vacuums, snow blowers, floorpolishing equipment, concrete polishers, pressure washer, tiller, etc. See California Air Resources Board Off-Road Certification Database for a list of compliant products. Off-road power equipment must be identified as "CARB Certified" and include within the catalog product description its EO number.

i. High-Global Warming Potential (High-GWP) refrigerants for stationary sources are restricted for sale in the state of California. Compliance with these regulations requires the supplier to track and sell High-GWP refrigerants only to authorized purchasers. (17CCR Subarticle 5.1, §95380-§95398.) See California Air Resources Board Refrigerant Management Program – for Regulated Refrigerants. Refrigerants must include their GWP_{100yr} value within the catalog product description.

j. Appliance products not in compliance with California 2010 Appliance Efficiency Standards are prohibited for sale within the State of California (20CCR §1601-§1609.). Only appliances that are Energy Star® qualified shall be sold to state agencies. Appliances must meet most recent energy Star® standards. Examples of appliances covered under the California 2010 Appliance Efficiency Standards include: central air conditioners (CAC), refrigeration products, cooking and washing products, transformer products, electronics, water heater products, fans and dehumidifiers, heat pumps, heating products, lighting products, motor products, non-central AC and HP products and plumbing products. See The California Energy Commission Appliance Efficiency Database for list of compliant products.

k. Plastic trash bags (thickness of 0.7 mil or greater) when sold in California shall contain at least 10 percent by weight PCRC material. Manufacturers and suppliers of plastic trash bags must be compliant with California Plastic Trash Bag laws (PRC§ 42290 et seq and 14CCR§ 17979 et seq Article 5.) See CalRecycled Recycled Content Plastic Trash Bag Program for a list of compliant manufacturers and suppliers. All plastic trash bags offered for sale must identify in the catalog product description the thickness (mil) and manufacturer.

l. Vacuum cleaners and deep cleaning extraction equipment shall be Carpet & Rug Institute (CRI) certified. Custodial equipment not meeting these requirements is prohibited for sale to state agencies.

m. Janitorial paper products (bathroom tissue, paper towels, paper napkins, facial tissue and general-purpose industrial wipes) offered on the state of California MRO contracts must meet the minimum requirements listed in the *Department of General Services Purchasing Standard for Janitorial Supplies, Paper Products*, as posted in the Buying Green website or meet the minimum PCRC and/or RC percentages listed in the Janitorial Paper Product Recycle Content Table. Janitorial paper products must identify and include in the catalog product description the percent PCRC and percent RC.

Janitorial Paper Product Recycle Content Table

Commodity	PCRC % Fiber (min)	RC % Fiber (min)	Total RC % (min) by weight
Bathroom Tissue	30	20	40
Paper Towels	40	40	80
Paper Napkins	30	30	60
Facial Tissue	10	30	30

General-purpose Industrial Wipes	40	40	80

n. Chemical cleaners (soaps, cleaners, disinfectants, fresheners, sanitizers and polishes) offered on the state of California MRO contracts must meet the minimum requirements listed in the *Department of General Services Purchasing Standard for Janitorial Supplies, Cleaners,* as posted in the Buying Green website..

o. When buying light emitting diode (LED) bulbs choose bulbs that meet the requirements of the Voluntary California Quality LED Lamp Specification.

p. Packages, packaging components, and packaged retail-ready products offered to the State of California shall be in full compliance with all requirements of California Toxics in Packaging Prevention Act (TPPA), HSC §25214.11- §25214.26.

q. Product Take-Back
Contractor to offer product take-back options for all products characterized as universal waste and products must be managed per the Universal Waste Rule (California Code of Regulations (CCR), Title 22, Division 4.5, Chapter 23, Standard for Universal Waste Management). Use of take-back services shall be optional to any participating state and local agency under this contract.

r. Sustainability/Environmental Practices
Contractor to provide link to their corporate-wide sustainability policy.

3. TERM

A. The term of this Participating Addendum shall begin upon signature approval by the State and will end June 30, 2019 or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

4. TERMS AND CONDITIONS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

1) *Non-IT Goods* General Provisions (GSPD401Non-IT Commodities) effective 6/8/2010. The seven (7) page document can be viewed at: http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf.
Exception: Article 11 of the General Provisions, is superseded by Section 4 (Order of Precedence) below.
2) State Departments' use of this master agreement is prohibited when there is a mandatory statewide contract for similar products. The current mandatory statewide contract with products that conflict with this NASPO ValuePoint agreement is listed in

the table below. The exception to this prohibition is when a department obtains a DGS/PD exemption approval. The State departments are responsible for verifying product availability.

Mandatory Statewide Contract		
1-17-62-31A/1-17-62-31B	California Lamp Contract	Lamps/Lighting. Fluorescent Lamps, High Pressure Soduim Lamps, Metal Halide Lamps
1-15-81-05, 1-16-81-05, 1-18-81-05	Plastic Bags Contract	Plastic Bags
1-16-80-10	Paint Recycled Latex	Paint Recycled Latex
1-17-73-02A / 1-17-73-02B / 1-17-73-02C	Food Service Supplies Disposable	Food Service Supplies Disposable
1-13-68-03	Salt Water Softener	Salt Water Softener

5. 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 7-18-51-02
B. Oregon NASPO ValuePoint Master Agreement Number 8496
C. Oregon Solicitation DASPS-2183-17 including all Addendums

6. AVAILABLE PRODUCTS

A. The following product category offerings from the Oregon NASPO ValuePoint Master Agreement Number 8496 are allowed under this Participating Addendum:

Category of Products		
1. Janitorial Equip. & Supplies	**6.** Power Sources	**11.** Power Tools (excluding automotive related tools and products)
2. Sanitation Cleaning Chemicals	**7.** Outdoor Garden	**12.** Electrical
3. Fasteners	**8.** Lamps, Lighting, Ballasts	**13.** Paint
4. Material Handling	**9.** HVAC	**14.** Security
5. Plumbing	**10.** Hand Tools	**15.** Safety (does not include any public safety equipment)

7. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

A. The following restrictions apply to purchases under this Participating Addendum:

1) Public Safety Equipment
2) Automotive Related Tools and Products

8. PRICING

A. Contractor shall submit a price list identifying market basket products offered under this Participating Addendum for the State's approval.

B. The Price List shall include the following:

1) Manufacturer Part Number or Item Number
2) Contract Reference Price (CRP)
3) Discount off CRP Price
4) Contract Net Price

C. Contractor shall submit a written notice of price increases/decreases and a revised Price List for the Lead State's approval.

D. Lead State-approved Price List will be posted on the State's Cal eProcure website.

9. EQUIPMENT ADDITIONS/DELETIONS

A. Contractor may add or delete equipment introduced or removed from the market basket by the manufacturer under the following conditions:

1) Equipment is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
2) Contractor has obtained prior approval from the Oregon NASPO ValuePoint Contract Administrator; and
3) Contractor receives written approval from the California State Contract Administrator.

B. Contractor shall submit a written notice of equipment additions/deletions and a revised market basket list for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.

C. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the NASPO VALUEPOINT Master Price Agreement.

10. SMALL BUSINESS/DVBE - (AUTHORIZED RESELLERS)

A. Contractor may use State-approved Small Business/DVBE Subcontractors under this Participating Addendum for sales and service functions as defined herein.

B. For the purposes of this Participating Addendum, Small Business/DVBE Subcontractors are classified as follows:

1) "Authorized Resellers"

a. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
b. 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.
c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

C. 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 Servicing Subcontractors.

D. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

E. Subject to the approval of the State, Servicing Subcontractors may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Servicing Subcontractors or changes to current Servicing Subcontractors' contact information at any time during the contract term.

F. Contractor will be required to submit Servicing Subcontractor requests, in a format specified by the State, to the State Contract Administrator for approval.

G. State-approved Servicing Subcontractors will be posted on the State's Cal eProcure website.

11. 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.

12. DELIVERY

A. Delivery time for in-stock items should not exceed 24-48 hours for all points within the Participating States. Non-stocked items must be delivered within 10 working days. State of California reserves the right to impose restrictions if necessary.

B. F.O.B. (Free On Board) Destination

13. INVOICING AND PAYMENT

A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with Non-IT Commodities 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.

14. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.

B. The 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.

15. 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:

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

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor:	WW Grainger, Inc.
Name:	Chris Bader
Phone:	(916) 606-8657
Fax:	(916) 371-9376
E-Mail:	Christopher.bader@grainger.com
Address:	3691 Industrial Blvd West Sacramento, CA 95691

B. The State Contract Administrator for this Participating Addendum shall be as follows:

Name:	JJ Espinoza
Phone:	916 376-4393
Fax:	916 376-6371
E-Mail:	jj.espinoza@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.

17. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days' prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, 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.

18. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. 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 products/and or services as on the Oregon NASPO ValuePoint Master Agreement Number 8496, 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*	W.W. Grainger, Inc. *Contractor Name*
Rhonda Smith 6/21/2018 *Signature of Authorized Signer* *Date Signed*	6/20/18 *Signature of Authorized Signer* *Date Signed*
Angela Shell, Deputy Director *Printed Name and Title of Authorized Signer*	CHRIS BADER Sr. Government Sales Manager *Printed Name and Title of Authorized Signer*
707 Third Street West Sacramento, CA 95605 *Address*	100 Grainger Pkwy Lake Forest, IL, 60045 *Address*

Herc Rentals Inc.

Equipment Rental and Related Services

Overview

Contract Documentation

ProControl and Telematics

Equipment Solutions

Power Solutions

Heating Solutions

Cooling Solutions

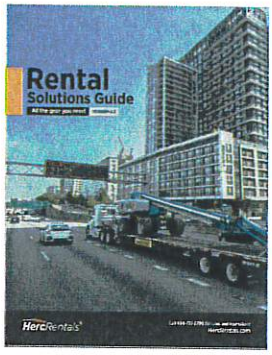
Emergency Response

Testimonials

Resources

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

REQUEST CONTRACT INFORMATION



Equipment Rentals and Related Products and Services

City of Charlotte, NC

Contract Number: 2019000318

November 1, 2018 through October 31, 2023
Option to renew for (2) additional two-year periods through October 31, 2027
RENEWED THROUGH October 31, 2025

Executive Summary

- Uniform Guidance
- Pricing
- Due Diligence

Master Agreement Documents

- 2019000318 Master Agreement
- New Jersey Disclosure
- 2019000318 Amendment 1
- 2019000318 Amendment 2
- 2019000318 Amendment 3
- 2019000318 Amendment 3 with Pricing
- 2019000318 Amendment 4
- 2019000318 Amendment 5
- 2019000318 Amendment 6
- 2019000318 Amendment 7
- 2019000318 Amendment 8

Response Evaluation

- Evaluation Documents

Solicitation Process

- RFP 269-2008-047
- RFP 269-2008-047 Addendum 1
- RFP 269-2008-047 Addendum 2
- RFP 269-2008-047 Posting Document

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HercRentals™

Rebates

We have added additional value to the program by offering a volume incentive rebate, effective January 1, 2019 to all PPA's as follows:

- $50,000 to $100,000 = 0.5%
- $100,001 to $250,000 = 1.0%
- $250,001 to $500,000 = 1.5%
- $500,001 to $750,000 = 2.0%
- $750,001 to $1,000,000 = 2.5%
- $1,000,001+ = 3.0%

PPAs will be eligible for this rebate beginning on January 1, 2019, and will be paid within ninety (90) days or sooner of calendar year end. Any agency that starts the program after the first of the year will be prorated. The program will reset every year on January 1st.

To receive the volume incentive the PPA must be in good credit standing with Herc and up to date with their payables.

Additional Savings

Herc is providing additional cost savings by removing our Environmental and Emissions Surcharge which equates to approximately 2% of every transaction and a cost Herc incurs to meet the highest standards of equipment and service. Herc is also waiving the vehicle licensing fee which saves customers up to $2.50 per day and absorbing the transportation surcharge as part of our delivery fees, equating to a 6% savings.

Emergency Response

Throughout our history, we have been heavily involved with disaster preparedness and relief; most recently, before, during and after Hurricane Harvey and Hurricane Irma. As a disaster event occurs or is anticipated, Herc actively monitors the situation and mobilizes equipment in preparation for response and relief efforts. Our presence in the affected areas will deliver power generation, climate control, dehumidification and water removal, as well as other solutions, depending on the event.

In the event of a disaster and due to our long-standing relationship, Herc will honor the contractual pricing for our standard single shift. Double and triple shifts will be billed accordingly based on customer needs. Herc, in reflecting our partnership throughout the years will not mandate a minimum duration, which is standard in the industry.

Exhibit A
Discount Structure, Market Basket Pricing, Additional Fees and Incentives

This Discount Structure, Market Basket Pricing, and Additional Fees are an Exhibit to and is incorporated into the Contract between the City of Charlotte and Herc Rentals Inc. ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

Company must maintain the following fixed percentage discounts off the Company's most current published price list for the life of the Contract. All charges by the Company to the City and/or any Participating Public Agency must not exceed the pricing included in this Exhibit.

The rebate structure offered by the Company will go into effect on January 1, 2019 for the calendar year 2019.

Participating Public Agencies (PPA) can elect to sign the Company's Platinum Pricing Program Agreement under which the PPA will be offered selective pricing levels by the Company in return for PPA's promise to rent equipment exclusively from the Company during the term of the contract, subject to laws and regulations controlling in the PPA's jurisdiction.

RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES

Category	Category	Discount (% from published/book rate)	Comments
1	Accessories	17% off Day; 19% off Week; 21% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
2	Accessories - Backhoe Bucket Trench	23% off Day; 40% off Week; 60% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
3	Aerial - Driveable Mast Lift	31% off Day; 40% off Week; 50% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
4	Aerial - Driveable Mast Lift 20 FT	32% off Day; 47% off Week; 51% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
5	Aerial - Mast Style Boom Lifts	31% off Day; 37% off Week; 23% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
6	Aerial - Push Around Lifts	24% off Day; 29% off Week; 35% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
7	Aerial Equipment - 105-135' Boom	37% off Day; 37% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
8	Aerial Equipment - 12-15' Scissor Lifts	36% off Day; 45% off Week; 51% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
9	Aerial Equipment - 150-185' Boom	15% off Day; 15% off Week; 15% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
10	Aerial Equipment - 19' Scissor Lifts Narr	32% off Day; 47% off Week; 51% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
11	Aerial Equipment - 19' Scissor Lifts Narr	38% off Day; 48% off Week; 54% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
12	Aerial Equipment - 20' Scissor Lifts	41% off Day; 44% off Week; 48% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
13	Aerial Equipment - 26' 32-46" Scissor Lif	37% off Day; 44% off Week; 52% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
14	Aerial Equipment - 26' 69" Scissor Lifts	37% off Day; 37% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
15	Aerial Equipment - 26' Scissor Lifts Aviat	37% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
16	Aerial Equipment - 30-34' DSL/DF Boom	37% off Day; 46% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
17	Aerial Equipment - 30-34' Electric Boom	37% off Day; 49% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
18	Aerial Equipment - 30-34' Hybrid Boom	37% off Day; 49% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
19	Aerial Equipment - 32' 32" Scissor Lifts	35% off Day; 37% off Week; 52% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
20	Aerial Equipment - 32' 46" Scissor Lifts	31% off Day; 38% off Week; 53% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
21	Aerial Equipment - 33-35' 68-69" Scissor	37% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
22	Aerial Equipment - 40-45' DSL/DF Boom	37% off Day; 50% off Week; 46% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
23	Aerial Equipment - 40-45' Electric Boom	32% off Day; 46% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
24	Aerial Equipment - 40-45' Scissor Lifts	37% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
25	Aerial Equipment - 60' Crawler Boom	20% off Day; 15% off Week; 20% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
26	Aerial Equipment - 60' Electric Boom	23% off Day; 24% off Week; 27% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
27	Aerial Equipment - 60' Hybrid Boom	28% off Day; 27% off Week; 30% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
28	Aerial Equipment - 60-65' DSL/DF Boom	37% off Day; 49% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
29	Aerial Equipment - 80-85' Boom	37% off Day; 49% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
30	Aerial Equipment - Compact Crawler Bo	14% off Day; 19% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
31	Aerial Equipment - Rough Terrain Scisso	32% off Day; 37% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
32	Aerial Equipment - Towable Boom	28% off Day; 32% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
33	Air Filtration	19% off Day; 24% off Week; 24% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
34	Air Moving Equipment	17% off Day; 24% off Week; 24% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
35	Air Tools and Accessories	18% off Day; 27% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
36	Chillers and Air Handlers	19% off Day; 23% off Week; 26% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
37	Cleaning and Restoration	19% off Day; 26% off Week; 29% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
38	Compaction Equipment - Attachments	16% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
39	Compaction Equipment - Plate Compact	26% off Day; 47% off Week; 53% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
40	Compaction Equipment - Plate Compact	26% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
41	Compaction Equipment - Rammer Elect	27% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
42	Compaction Equipment - Rammer Jump	27% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
43	Compaction Equipment - Rammer Jump	26% off Day; 47% off Week; 59% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
44	Compaction Equipment - Rammer Sand	26% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.

45	Compaction Equipment - Roller Ride-On	19% off Day; 28% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
46	Compaction Equipment - Roller Ride-On	15% off Day; 11% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
47	Compaction Equipment - Roller Ride-On	15% off Day; 11% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
48	Compaction Equipment - Roller Ride-On	37% off Day; 50% off Week; 58% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
49	Compaction Equipment - Roller Ride-On	15% off Day; 11% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
50	Compaction Equipment - Roller Ride-On	19% off Day; 28% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
51	Compaction Equipment - Tamper	18% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
52	Compaction Equipment - Trench Roller	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
53	Compaction Equipment - Walkbehind Ro	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
54	Compressors - Offshore	19% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
55	Compressors - Portable	18% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
56	Compressors - Reciprocating	18% off Day; 28% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
57	Compressors - Rotary	19% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
58	Compressors - Stationary	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
59	Compressors - Towable 100-125 CFM	19% off Day; 36% off Week; 39% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
60	Compressors - Towable 175-195 CFM	30% off Day; 50% off Week; 60% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
61	Compressors - Towable 200-245 CFM	19% off Day; 36% off Week; 39% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
62	Compressors - Towable 375-425 CFM	19% off Day; 36% off Week; 39% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
63	Compressors - Towable 750-1600 CFM	14% off Day; 19% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
64	Compressors - Towable JD 750-1600 CFI	14% off Day; 19% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
65	Concrete and Masonry Equipment	18% off Day; 26% off Week; 30% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
66	Cooling and Heating Equipment	19% off Day; 23% off Week; 30% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
67	Cranes	14% off Day; 15% off Week; 15% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
68	Earth Moving - Backhoes 115HP+	28% off Day; 32% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
69	Earth Moving - Backhoes 70-97HP 2WD	31% off Day; 33% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
70	Earth Moving - Backhoes 70-97HP 4WD	37% off Day; 40% off Week; 44% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
71	Earth Moving - Backhoes 70-97HP 4WD	34% off Day; 33% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
72	Earth Moving - Backhoes 70-97HP 4WD	37% off Day; 40% off Week; 44% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
73	Earth Moving - Backhoes 70-97HP 4WD	37% off Day; 40% off Week; 44% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
74	Earth Moving - Backhoes 98-115HP	28% off Day; 32% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
75	Earth Moving - Compact Backhoes	19% off Day; 19% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
76	Earth Moving - Compact Loader	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
77	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 44% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
78	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 44% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
79	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 44% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
80	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
81	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 44% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
82	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
83	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
84	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
85	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
86	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
87	Earth Moving - Compact Track Loaders 1	21% off Day; 26% off Week; 47% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
88	Earth Moving - Compact Track Loaders 1	21% off Day; 26% off Week; 49% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
89	Earth Moving - Dozers	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
90	Earth Moving - EXCAVATOR 28000-3800	37% off Day; 41% off Week; 44% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
91	Earth Moving - EXCAVATOR 28000-3800	33% off Day; 40% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
92	Earth Moving - EXCAVATOR 39000-4200	29% off Day; 33% off Week; 36% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.

93	Earth Moving - EXCAVATOR 43000-4999	24% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
94	Earth Moving - EXCAVATOR 43000-4999	37% off Day; 38% off Week; 40% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
95	Earth Moving - EXCAVATOR 50000-5999	24% off Day; 28% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
96	Earth Moving - EXCAVATOR 50000-5999	24% off Day; 28% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
97	Earth Moving - EXCAVATOR 50000-5999	24% off Day; 28% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
98	Earth Moving - EXCAVATOR 50000-5999	24% off Day; 28% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
99	Earth Moving - EXCAVATOR 60000-6999	24% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
100	Earth Moving - EXCAVATOR 60000-6999	23% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
101	Earth Moving - EXCAVATOR 70000-8000	23% off Day; 28% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
102	Earth Moving - Mini Track Loaders	14% off Day; 14% off Week; 14% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
103	Earth Moving - Mini-Excavators 12000-1	21% off Day; 25% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
104	Earth Moving - Mini-Excavators 12000-1	21% off Day; 25% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
105	Earth Moving - Mini-Excavators 14000-1	37% off Day; 43% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
106	Earth Moving - Mini-Excavators 14000-1	37% off Day; 43% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
107	Earth Moving - Mini-Excavators 2000-69	21% off Day; 25% off Week; 53% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
108	Earth Moving - Mini-Excavators 5000-69	21% off Day; 25% off Week; 50% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
109	Earth Moving - Mini-Excavators 7000-89	21% off Day; 25% off Week; 50% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
110	Earth Moving - Mini-Excavators 7000-89	21% off Day; 27% off Week; 55% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
111	Earth Moving - Mini-Excavators 9000-11	22% off Day; 25% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
112	Earth Moving - Mini-Excavators 9000-11	21% off Day; 22% off Week; 50% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
113	Earth Moving - Mini-Excavators Hybrid	22% off Day; 25% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
114	Earth Moving - SKIDSTEER LOADER 1751	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
115	Earth Moving - SKIDSTEER LOADER 1751	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
116	Earth Moving - SKIDSTEER LOADER 250-	14% off Day; 14% off Week; 15% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
117	Earth Moving - SKIDSTEER LOADER 250-	14% off Day; 14% off Week; 14% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
118	Earth Moving - SKIDSTEER LOADER OVE	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
119	Earth Moving - SKIDSTEER LOADER OVE	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
120	Earth Moving - Skidsteer Loaders 1200-	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
121	Earth Moving - Skidsteer Loaders 2100-	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
122	Earth Moving - Skidsteer Loaders 2100-	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
123	Earth Moving - Skidsteer Loaders 2100-	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
124	Earth Moving - Skidsteer Loaders 2100-	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
125	Earth Moving - Skidsteer Loaders 751-20	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
126	Earth Moving - Tractor	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
127	Earth Moving - WHEEL DUMPER 3 TON	19% off Day; 28% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
128	Earth Moving - WHEEL LOADER 2.0-2.4	37% off Day; 37% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
129	Earth Moving - WHEEL LOADER 2.5-3.4	37% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
130	Earth Moving - WHEEL LOADER 3.0-3.4	37% off Day; 44% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
131	Earth Moving - WHEEL LOADER 3.5-3.9	37% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
132	Earth Moving - WHEEL LOADER 4.0-4.5	37% off Day; 37% off Week; 35% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
133	Earth Moving - WHEEL LOADER 4.0-4.5	37% off Day; 43% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
134	Earth Moving - WHEEL LOADER 4.6-5.5	37% off Day; 37% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
135	Floor Care and Surface Prep	17% off Day; 20% off Week; 25% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
136	Forklifts and Accessories - Pallet Lifts, St	16% off Day; 18% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
137	Forklifts and Accessories - Straightmast	19% off Day; 23% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
138	Forklifts and Accessories - Telehandlers	31% off Day; 41% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
139	Forklifts and Accessories - Telehandlers	31% off Day; 37% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
140	Forklifts and Accessories - Telehandlers	31% off Day; 41% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.

141	Forklifts and Accessories - Telehandlers	32% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
142	Forklifts and Accessories - Telehandlers	32% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
143	Forklifts and Accessories - Telehandlers	16% off Day; 16% off Week; 13% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
144	Forklifts and Accessories - Telehandlers	18% off Day; 16% off Week; 13% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
145	Forklifts and Accessories - Telehandlers	35% off Day; 42% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
146	Forklifts and Accessories - Telehandlers	35% off Day; 43% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
147	Forklifts and Accessories - Telehandlers	23% off Day; 39% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
148	Forklifts and Accessories - Telehandlers	29% off Day; 43% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
149	Forklifts and Accessories - Telehandlers	26% off Day; 41% off Week; 39% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
150	Forklifts and Accessories - Telehandlers	30% off Day; 37% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
151	Forklifts and Accessories - Telehandlers	29% off Day; 43% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
152	Forklifts and Accessories - Telehandlers	28% off Day; 37% off Week; 40% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
153	Forklifts and Accessories - Telehandlers	28% off Day; 37% off Week; 39% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
154	Forklifts and Accessories - Telehandlers	17% off Day; 25% off Week; 26% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
155	Forklifts and Accessories - Telehandlers	13% off Day; 24% off Week; 24% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
156	Forklifts and Accessories - Warehouse 1	19% off Day; 23% off Week; 23% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
157	Forklifts and Accessories - Warehouse 3	33% off Day; 40% off Week; 52% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
158	Forklifts and Accessories - Warehouse 5	36% off Day; 43% off Week; 50% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
159	Forklifts and Accessories - Warehouse 5	35% off Day; 41% off Week; 52% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
160	Forklifts and Accessories - Warehouse 5	36% off Day; 43% off Week; 50% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
161	Forklifts and Accessories - Warehouse 6	33% off Day; 37% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
162	Forklifts and Accessories - Warehouse C	20% off Day; 25% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
163	Fuel Tanks	15% off Day; 16% off Week; 27% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
164	Generators - 10KW	34% off Day; 37% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
165	Generators - 20KW	33% off Day; 45% off Week; 48% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
166	Generators - 30-40KW	33% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
167	Generators - 55KW	36% off Day; 44% off Week; 40% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
168	Generators - 70-100KW	26% off Day; 30% off Week; 30% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
169	Generators - Aircraft	14% off Day; 14% off Week; 15% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
170	Generators - Portable	18% off Day; 23% off Week; 23% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
171	Generators - Studio	14% off Day; 14% off Week; 14% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
172	Generators -120-200KW	20% off Day; 25% off Week; 36% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
173	Generators -320-1600KW	19% off Day; 23% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
174	Gridless Battery	15% off Day; 20% off Week; 20% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
175	Hydraulic Jacks	18% off Day; 19% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
176	Landscaping	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
177	Lifts-Hoists-Stabilizers	15% off Day; 20% off Week; 24% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
178	Light Towers - Halide Electric Mast	45% off Day; 49% off Week; 59% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
179	Light Towers - Halide Manual Mast	34% off Day; 39% off Week; 58% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
180	Light Towers - Specialty	28% off Day; 30% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
181	Lighting Accessories	20% off Day; 29% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
182	Load Banks	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
183	Motor Graders	19% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
184	Paving	14% off Day; 14% off Week; 15% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
185	Power Distribution	19% off Day; 23% off Week; 23% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
186	Pumps and Accessories	19% off Day; 23% off Week; 30% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
187	Refuse Trucks	15% off Day; 14% off Week; 14% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
188	Saws and Accessories	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.

189	Storage Trailers	14% off Day; 14% off Week; 14% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
190	Surveillance Equipment	14% off Day; 14% off Week; 14% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
191	Tools	18% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
192	Traffic Safety - Arrow Board	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
193	Traffic Safety - Message Board Full Size	17% off Day; 44% off Week; 50% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
194	Traffic Safety - Message Board Full Size	37% off Day; 37% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
195	Traffic Safety - Message Board Mid Size	12% off Day; 40% off Week; 47% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
196	Traffic Safety - Message Board Mid Size	40% off Day; 46% off Week; 52% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
197	Traffic Safety - Radar	18% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
198	Traffic Safety - Vehicle Barrier	18% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
199	Trailers - Dump	19% off Day; 22% off Week; 26% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
200	Trailers - Enclosed	19% off Day; 19% off Week; 23% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
201	Trailers - Flatbed	19% off Day; 20% off Week; 20% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
202	Trailers - Ground Load	19% off Day; 24% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
203	Trailers - Landscape	18% off Day; 24% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
204	Trailers - Miscellaneous	19% off Day; 23% off Week; 27% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
205	Trailers - Open Top Box	18% off Day; 23% off Week; 27% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
206	Trailers - TILT 10000 LB	37% off Day; 42% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
207	Trailers - TILT 12-13000 LB	19% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
208	Trailers - TILT 14-15000 LB	18% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
209	Trailers - TILT 15000 LB 4FT FIXED TOP U	19% off Day; 24% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
210	Trailers - TILT 16-17000 LB	19% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
211	Trailers - TILT 2-3000 LB	36% off Day; 42% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
212	Trailers - TILT 25-26000 LB	19% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
213	Trailers - TILT 6-7000 LB	36% off Day; 42% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
214	Trailers - Tool Crib	19% off Day; 19% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
215	Trailers - Utility	18% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
216	Trailers - Vacuum Exc System	19% off Day; 19% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
217	Trailers - Water	19% off Day; 28% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
218	Trenching Equipment	19% off Day; 28% off Week; 34% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
219	Trolleys	15% off Day; 18% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
220	Utility Vehicles and Carts - Burden	34% off Day; 32% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
221	Utility Vehicles and Carts - Golf	35% off Day; 32% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
222	Utility Vehicles and Carts - Personnel	35% off Day; 33% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
223	Utility Vehicles and Carts - Tour	35% off Day; 32% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
224	Utility Vehicles and Carts - UTV 2 Passer	35% off Day; 32% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
225	Utility Vehicles and Carts - UTV 2 Passer	35% off Day; 33% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
226	Utility Vehicles and Carts - UTV 2 Passer	35% off Day; 32% off Week; 36% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
227	Utility Vehicles and Carts - UTV 2 Passer	35% off Day; 33% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
228	Utility Vehicles and Carts - UTV 4 Passer	35% off Day; 32% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
229	Utility Vehicles and Carts - UTV 4 Passer	35% off Day; 33% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
230	Utility Vehicles and Carts - UTV 4 Passer	35% off Day; 32% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
231	Utility Vehicles and Carts - UTV 4 Passer	35% off Day; 32% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
232	Utility Vehicles and Carts - UTV Specialty	16% off Day; 18% off Week; 17% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
233	Vehicles - 1 Ton Crew Cab	15% off Day; 19% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
234	Vehicles - 1 Ton Standard/Super Cab	15% off Day; 19% off Week; 39% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
235	Vehicles - 1/2 Ton Crew Cab	17% off Day; 21% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
236	Vehicles - 1/2 Ton Standard/Super Cab	14% off Day; 19% off Week; 51% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.

237	Vehicles - 3/4 Ton Crew Cab	14% off Day; 19% off Week; 40% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
238	Vehicles - 3/4 Ton Standard/Super Cab	16% off Day; 20% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
239	Vehicles - Box Trucks	14% off Day; 19% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
240	Vehicles - Bucket Trucks 31 FT	25% off Day; 25% off Week; 24% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
241	Vehicles - Bucket Trucks 38 FT	25% off Day; 25% off Week; 24% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
242	Vehicles - Bucket Trucks 62FT	25% off Day; 25% off Week; 24% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
243	Vehicles - Bucket Trucks 85FT	25% off Day; 25% off Week; 24% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
244	Vehicles - Crane Trucks 17T	28% off Day; 28% off Week; 40% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
245	Vehicles - Crane Trucks 18T	37% off Day; 37% off Week; 40% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
246	Vehicles - Crane Trucks 20T	28% off Day; 28% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
247	Vehicles - Crane Trucks 23T	28% off Day; 28% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
248	Vehicles - Crash Trucks	14% off Day; 23% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
249	Vehicles - Dump Truck 12-14 YD Auto	15% off Day; 30% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
250	Vehicles - Dump Truck 12-14 YD Manua	20% off Day; 37% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
251	Vehicles - Dump Truck 22-24 YD	14% off Day; 14% off Week; 14% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
252	Vehicles - Dump Truck 3-4 YD Crew Cab	20% off Day; 30% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
253	Vehicles - Dump Truck 3-4 YD Standard	14% off Day; 30% off Week; 47% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
254	Vehicles - Dump Truck 5-6 YD Crew Cab	14% off Day; 30% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
255	Vehicles - Dump Truck 5-6 YD Standard	22% off Day; 37% off Week; 44% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
256	Vehicles - Dump Truck Articulated 25-30	14% off Day; 19% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
257	Vehicles - Dump Truck up to 2 YD Stand	14% off Day; 30% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
258	Vehicles - Hi-Rail Stakebody Trucks	15% off Day; 19% off Week; 21% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
259	Vehicles - Hi-Rail Trucks	14% off Day; 19% off Week; 20% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
260	Vehicles - Service Trucks	15% off Day; 19% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
261	Vehicles - Specialty Trucks	16% off Day; 16% off Week; 18% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
262	Vehicles - Stakebody 12FT, 1.5 - 2 Ton, C	10% off Day; 22% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
263	Vehicles - Stakebody 12FT, 1.5 - 2 Ton, S	10% off Day; 22% off Week; 40% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
264	Vehicles - Stakebody 12FT, Up to 1 Ton,	10% off Day; 22% off Week; 35% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
265	Vehicles - Stakebody 12FT, Up to 1 Ton,	10% off Day; 22% off Week; 39% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
266	Vehicles - Stakebody 16FT-22FT	10% off Day; 22% off Week; 35% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
267	Vehicles - Utility Truck, 1.5 - 2 Ton, Crew	10% off Day; 22% off Week; 36% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
268	Vehicles - Utility Truck, 1.5 - 2 Ton, Stan	10% off Day; 22% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
269	Vehicles - Utility Truck, Up to 1 Ton, Cre	10% off Day; 22% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
270	Vehicles - Utility Truck, Up to 1 Ton, Sta	10% off Day; 24% off Week; 46% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
271	Vehicles - Utility Van	10% off Day; 24% off Week; 46% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
272	Vehicles - Vans	14% off Day; 19% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
273	Vehicles - Water Trucks 2000 Gallon	37% off Day; 37% off Week; 50% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
274	Vehicles - Water Trucks 4000 Gallon	29% off Day; 30% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
275	Vehicles - Water Trucks 4000 Gallon 6X6	16% off Day; 19% off Week; 15% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
276	Welding Equipment	19% off Day; 27% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.

City Council Meeting **J. 4.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Professional Services Agreement with CDM Smith Inc. for the Joint Utilities Laboratory Building Renovation and Expansion Final Engineering Design Project for an amount not-to-exceed $745,375 and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

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

2. I move to approve a Professional Services Agreement with CDM Smith Inc.

RECOMMENDATION:

Staff recommends City Council determine approval of a Professional Services Agreement with CDM Smith 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 approval of a Professional Services Agreement with CDM Smith, Inc. for the Joint Utilities Laboratory Building Renovation and Expansion Final Engineering Design Project for an amount not-to-exceed $745,375.

DISCUSSION:

The Joint Utilities Laboratory (JUL) is a state-certified Environmental Laboratory that analyzes the City's water, wastewater, and biosolids to ensure compliance with regulatory standards and to maintain public health and safety. Since its original construction in 1988, the JUL facility has not undergone any upgrades or expansions, despite a notable increase in regulatory-required testing over the years. Furthermore, the facility continues to operate with its original fixtures and furniture. On June 03, 2023, City Council approved a Professional Services Agreement with CDM Smith Inc. (CDM Smith) to assess JUL infrastructure and space needs for current and future operations. CDM Smith successfully completed this project and summarized its findings in a Preliminary Design Report (PDR), which includes expanding the JUL in anticipation of additional regulatory agency testing requirements in the future. A full architectural/engineering design for the proposed JUL expansion is outside the PDR scope of work.

On April 8, 2024, staff issued a Request for Proposal (RFP) for professional services to provide the final architectural/engineering design for the JUL facility. expansion. On May 2, 2024, proposals were received from the following four (4) firms:

1. CDM Smith Inc., Irvine, CA
2. Harley Ellis Devereaux, San Diego, CA
3. NV5 Consultants Inc., Irvine, CA
4. KWWA Architecture, El Monte, CA

In accordance with Chapter 2.16.180 of the Redlands Municipal Codes, a selection committee reviewed the proposals based on each firm's demonstrated competence and professional qualifications, as outlined in the specific evaluation criteria identified in the RFP. After a comprehensive review, the selection committee determined that CDM Smith is the most qualified consultant to perform the tasks listed in the RFP. CDM Smith has successfully completed numerous laboratory facility design and construction projects of similar scope and size. Staff negotiated a reasonable design services fee, and recommends City Council approval of a Professional Services Agreement with CDM Smith for an amount not-to-exceed $745,375.

Approval of this Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, 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:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager
Goutam K. Dobey, City Engineer

PREPARED BY:
Jungjoon Park, Laboratory Manager

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	501910

Discussion:

There is no fiscal impact associated with this action. Sufficient funding for this project is included in the Fiscal Year 24/25 Water Projects (501910) Budget.

Attachments

CDM Professional Services Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Joint Utilities Laboratory Building Renovation & Expansion Final Engineering Design Services ("Agreement") is made and entered in this 18th day of June, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and CDM Smith Inc., a Massachusetts 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 Joint Utilities Laboratory Building Renovation & Expansion Final Engineering Design services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

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

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City

Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of Seven Hundred Forty-Five Thousand Three Hundred Seventy-Five Dollars ($745,375). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Fee Proposal," which is attached hereto and incorporated herein by reference.

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

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

CITY:	CONSULTANT:
City Clerk	Alberto Acevedo, Vice President
City of Redlands	CDM Smith Inc.
35 Cajon Street	46 Discovery, Suite 250
P.O. Box 3005 (mailing)	Irvine, CA 92618
Redlands, CA 92373	Email: acevedoa@cdmsmith.com
jdonaldson@cityofredlands.org	Phone: (949) 930-7252
Phone: (909) 798-7531	Fax: (949) 515-9160

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.

[Signatures on following page]

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

CITY OF REDLANDS	CDM SMITH INC.
By: _____	By: _____
Eddie Tejeda, Mayor	Alberto Acevedo, Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will provide design services in accordance with applicable codes and standards for the laboratory facility. The requested services include the following tasks:

- Review of the Preliminary Design Review ("PDR") and 30% drawings, which include architectural, building mechanical, fire protection, and electrical aspects. This deliverable will be based on information gathered from the PDR.
- Provide 60%, 90%, and 100% Bid Set design documents for each discipline, including specifications. Structural drawings and specifications will be included at these stages.
- Revise the Opinion of Probable Construction Cost ("OPCC") at the 60%, 90%, and 100% design stages.

Task 1.0: Project Management, Coordination, Tracking, and Reporting

Brian Leto, Consultant's project manager, will be the primary point of contact for City and will lead management activities, including invoicing. Project management functions to be completed over the period of performance are listed below:

- Set up the project; track costs, personnel oversight, and status; manage records and files; and maintain the budget.
- Prepare monthly invoices and progress reports summarizing work completed, upcoming deliverables, and any issues requiring decisions or actions.
- Make sure that quality procedures are conducted in accordance with Quality Control Plan.
- Support teams with the proper tools to plan, budget, and schedule project.
- Maintain clear channels of communication between City stakeholders and the CDM Smith design team.
- Maintain direct lines of responsibility for work components.
- Keep project costs within established the budget.
- Minimize risk by following quality control procedures for all technical tasks.
- Consultant design focuses on identifying potential construction challenges early and proactively incorporating solutions
- Identify long lead items

Task 2.0 Meetings and Site Visits

The following meetings and site visits are anticipated:

- Conduct internal monthly team coordination meetings and project quality management (PQM) meeting at project initiation.
- Conduct Technical Review Committee (TRC) meetings at the 30% and 60% design stages with the engineering disciplines.
- Prepare for and conduct a Virtual Kickoff Meeting with the City and prepare the meeting minutes.

- Workshops will be coordinated, prepared, and executed by Tim King, Richard Chong, and Valeria Norato.
  - Richard Chong is skilled at facilitating workshops with stakeholders with differing needs/points of view, project team architects and engineers, as well as interested parties.
  - Tim King provides laboratory design and alternative solutions to meet the City's needs.
  - Valeria Norato runs visual presentations and makes real-time changes to drawings based on stakeholder input.

Task 3.0 Review of CDMS PDR and Identify Modifications

Consultant will review existing PDR.

Identify gaps and/or suggested modifications.

Summarize Recommendations and or modifications to the existing PDR.

Task 4.0 Design Services

Consultant will provide the following services for each design discipline:

30% Design Review

For the 30% Design Review, Consultant will review and supplement the previously developed 30% design as noted below.

- Review the PDR and identify modifications
- Verify building dimensions. This will be used to form the basis for an as-built BIM model to include subsequent renovations to the building since inception.
- Coordinate utility potholing and verification.
- Conduct a detailed inventory of existing and future lab equipment including all lab infrastructure requirements (piping for gases, exhaust, and safe disposal of lab waste).
- Incorporate additional issues and solutions, e.g., solar panels
- Develop Table of Contents for the Specifications

60% Design Plans, Specifications, and Construction Cost Opinion

For the 60% design, Consultant will provide the following deliverables and conduct the specified meetings.

- All technical specifications included in this submittal.
- On-site Stakeholder Workshop

90% Design Plans, Specifications, and Construction Cost Opinion

For the 90% design, Consultant will provide the following services and meetings.

- Coordinate technical specifications with front documents.
- Conduct a workshop with the City staff to finalize front-end sections and coordinate the drawings and specifications with the other bidding documents.
- Conduct an on-site stakeholder workshop.

100% Design Plans, Specifications, and Construction Cost Opinion

For the 100% design, Consultant will provide the following deliverables and services.

- Technical specifications with front documents

- Final Construction Documents
- Construction cost estimate
- Building, contractor supplied equipment, vendor supplied equipment.
- Identification of long lead items that may affect construction
- Office cubicles (no future cubicles just infrastructure)
- Detailed lab equipment fume hoods, etc.
- Consultant will not include portable furniture.

Opinion of Probable Construction Cost

Consultant will generate an Opinion of Probable Construction Cost ("OPCC") for the contractor's scope of work outlined in the drawings and specifications. The OPCC will be provided at the 90% and 100% design deliverables stages. Consultant will provide the OPCC for each conceptual phase of construction to the midpoint of construction. It will adhere to the Association for the Advancement of Cost Engineering (AACE) Class 1 standards (-10% to +15%) for both stages.

Deliverables

Consultant will provide the following deliverables:

- Kickoff and progress meeting minutes
- PDR drawings validation to 30% level
  - Architectural – Demolition and new work plans, reflected ceiling plan and new lab casework layouts and equipment list.
  - Mechanical – HVAC equipment demolition and new work plans; plumbing demolition and new work plans.
  - Electrical - Power, lighting, data, fire alarm, and communications demolition and new work plans.
  - Fire Protection - Fire protection new performance criteria plans.
  - Civil drawing
  - Drawings/specifications 60%, 90%, 100% bid set
  - Architectural – Demolition and new work plans, sections, and details plus casework interior elevations and sections, door and finish schedules, floor finish plans and schedules, and details. Architectural specifications.
  - Structural – Demolition and new work plans, sections, and details drawings; structural specifications.
  - Mechanical – HVAC equipment demolition and new work plans, sections, equipment schedules, control diagrams, and details; plumbing demolition and new work plans, riser diagrams, equipment schedules, and details. Fire protection performance criteria
  - plans. HVAC and plumbing. Mechanical and plumbing specifications.
  - Electrical – One-line and elevation diagrams, demolition and new work plans, systems plan, fire alarm plan, systems riser diagram, fire alarm riser diagram, panelboard schedules, lighting fixture schedule, schematic diagrams, and details. Electrical specifications.
  - Fire Protection – Fire criteria plan and fire protection specification.
  - Civil – New sites utilities, grading, and civil drawing and plans for demolition.

EXHIBIT "B"

PROJECT SCHEDULE

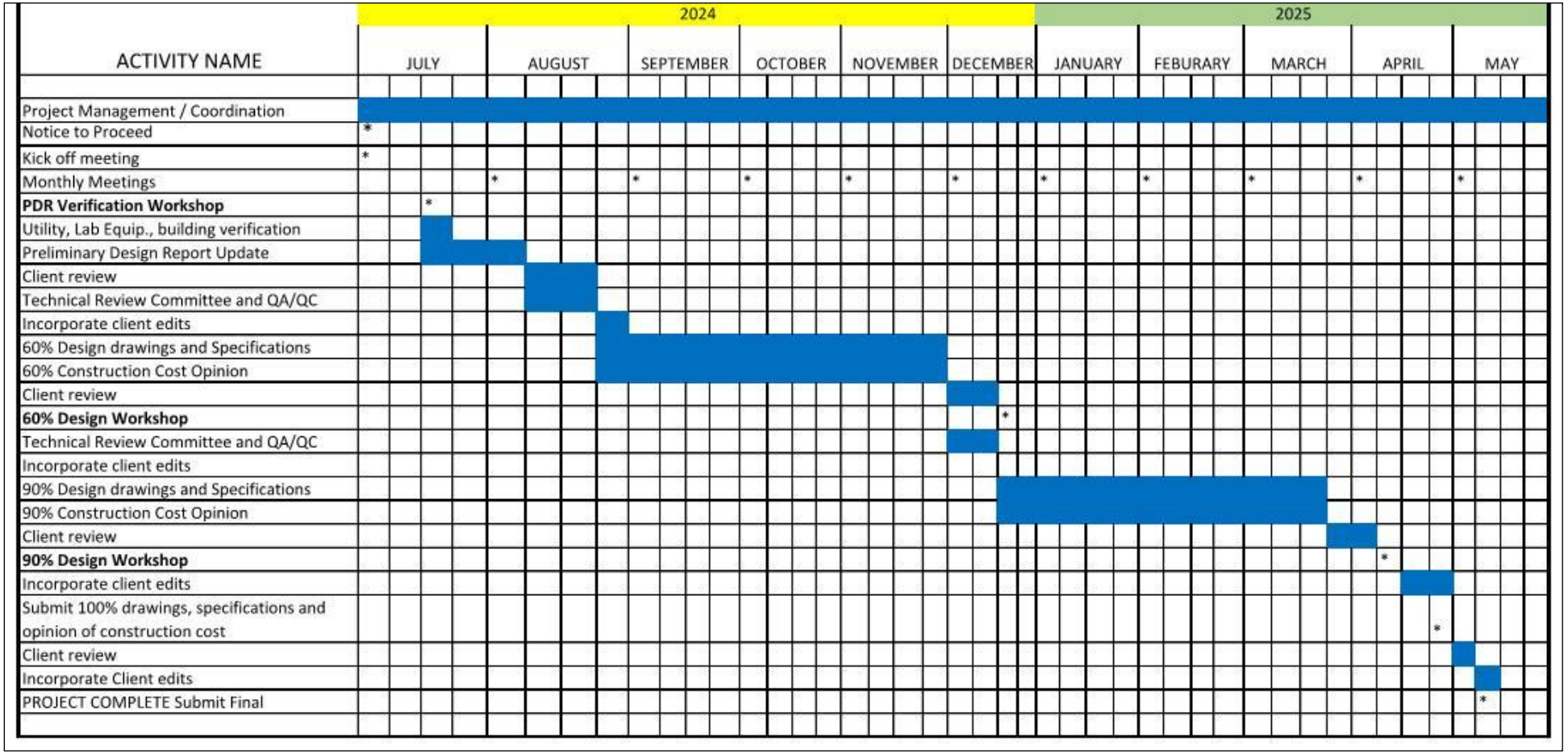


EXHIBIT "C"

FEE PROPOSAL

TASKS	Total Hours	Fees: CDM Smith Labor Fee	Fees: Other Direct Costs	Fees: Utility Potholing	Fees: Total Fees
1 Project Mangement, Coordination, and Reporting	288	$ 69,830	$ 9,850	$ -	$ 79,680
1-1 Project Oracle Set-Up	16	$ 3,800			$ 3,800
1-2 Project QA/QC Plan	16	$ 4,210			$ 4,210
1-3 Monthly invoicing Preparation with progress report (12 Invoices)	64	$ 12,600			$ 12,600
1-4 Workshop # 1 - 30% On-site Stakeholders Validation Workshop	56	$ 14,300	$ 3,200		$ 17,500
1-5 Workshop # 2 - 60% On-site/Virtual Stakeholders Workshop	62	$ 15,550	$ 3,200		$ 18,750
1-6 Workshop # 3 - 90% Onsite/Virtual Stakeholders Workshop	62	$ 15,550	$ 3,200		$ 18,750
1-7 Worshop # 4 - Review and Finalize Front-end and Contract Documents	12	$ 3,820	$ 250		$ 4,070
2 Meetings and Site Viists	187	$ 45,595	$ -	$ 6,000	$ 51,595
2-1 Project Kickoff Meeting (Virtual Meeting 1 hour)	7	$ 1,735			$ 1,735
2-2 PQM Meeting	16	$ 4,210			$ 4,210
2-3 Progress Design Meetings (at 30%, 60% and 90%)	24	$ 5,190			$ 5,190
2-4 Montlhy PM Progress Meetings (12 Virtual Meetings @ 30 min ea)	16	$ 5,080			$ 5,080
2-5 Conduct TRC Meetings (at 30%, 60%)	36	$ 9,180			$ 9,180
2-6 Technical Meetings (6 Virtual Meetings @ 2 hours ea)	66	$ 16,710			$ 16,710
2-3 Utility pot-holing investigation	22	$ 3,490		$ 6,000	$ 9,490
3 Review of CDMS PDR and Identify Modifications	28	$ 4,970	$ -	$ -	$ 4,970
3-1 Review of exisitng PDR	2	$ 270			$ 270
3-2 Identify gaps and/or suggested modifications	10	$ 1,640			$ 1,640
3-3 Summarize Recommendations and or modiifcations to the CDMS PDR	16	$ 3,060			$ 3,060
4 Design Services	3,386	$ 609,130	$ -	$ -	$ 609,130
4-1 60 % Design Plans, Specifications, and Opinion of Construction Cost	1,592	$ 288,940			$ 288,940
4-2 90 % Design Plans, Specifications, and Opinion of Construction Cost	1,214	$ 216,390			$ 216,390
4-3 100 % Design Plans, Specifications, and Opinion of Construction Cost	580	$ 103,800			$ 103,800
Totals	**3,889**	**$ 729,525**	**$ 9,850**	**$ 6,000**	**$ 745,375**

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.

CDM SMITH INC.

By:_____ Date: _____

Alberto Acevedo, Vice President

City Council Meeting **J. 5.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Public Works Construction Contract with All Cities Engineering, Inc. for the 2023 CIP Sewer Pipeline Replacement Project for an amount not-to-exceed $2,485,353, and determination that the Project is categorically exempt from environmental review pursuant to Section 15302 of the State's Guidelines for Implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council determine that approval of the contract and construction of the 2023 CIP Sewer Pipeline Replacement Project is exempt from environmental review in accordance with Section 15302 of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move to approve the 2023 CIP Sewer Pipeline Replacement Project plans and specifications, and award a Public Work Construction Contract to All Cities Engineering, Inc.

RECOMMENDATION:

Staff recommends City Council determine approval of a Public Works Construction Contract and construction of the 2023 CIP Sewer Pipeline Replacement Project is categorically exempt from environmental review in accordance with Section 15302 of the State’s guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approve the 2023 CIP Sewer Pipeline Replacement Project plans and specifications, and award a Public Works Construction Contract to All Cities Engineering, Inc. for an amount not-to-exceed $2,485,353.

DISCUSSION:

The 2023 CIP Sewer Pipeline Replacement Project (Project) will rehabilitate wastewater collection pipelines at numerous locations throughout the City. The Project will employ cured-in-place pipe (CIPP) technology to reline approximately 11,169 linear feet of pipelines with diameters of six inches (6”), eight inches (8”), ten inches (10"), and twelve inches (12"), and will replace approximately 6,961 linear feet of eight-inch (8”) and twelve-inch (12") diameter pipelines through conventional trenching methods. These pipelines have been selected for improvement based on maintenance history and closed-circuit television inspections. The Project will also remove and replace fourteen (14) manholes to reduce inflow and infiltration throughout the sewer collection system.

In late January, staff prepared plans and specifications and advertised the Project for construction. On February 14, 2024, the City Clerk's Office received and opened four (4) bids for the project. All bids significantly exceeded the engineer's construction cost estimate. On April 16, 2024, the City Council rejected these bids and directed staff to re-advertise the Project. On April 23, 2024, staff issued a revised bid notice. On May 14, 2024, the City Clerk's office received nine (9) bids for the project. The Bid Opening report is attached to the report and summarized below:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Amount**
1. All Cities Engineering, Inc., Jurupa Valley, CA	$2,485,353
2. Tryco General Engineering, Rimforest, CA	$2,686,178
3. CEM Construction Corporation, Montebello, CA	$2,740,665
4. Pacific West Underground Inc., Yucaipa, CA	$2,788,177
5. GRBCON, Inc., Baldwin Park, CA	$3,465,533
6. MNR Construction, Inc., La Verne, CA	$3,727,037
7. Creative Home, DBA CHI Construction, Fullerton, CA	$3,994,136
8. Dominguez General Engineering, Pomona, CA	$4,512,750
9. Kirtley Construction, Inc., DBA TK Construction, San Bernarindo, CA	$4,992,026

Staff reviewed each bid and determined that All Cities Engineering, Inc. submitted the lowest responsive and responsible bid. Therefore, staff recommends City Council approval of a Public Works Construction Contract with All Cities Engineering, Inc. for an amount not-to-exceed $2,485,353, which is below the engineer's construction cost estimate and the Project budget. It is anticipated that the Project will be completed within ninety (90) working days from issuance of a Notice to Proceed.

This project is exempt from environmental review pursuant to Section 15302 of the State's guidelines implementing the California Environmental Quality Act since it replaces or reconstructs an existing utility system with negligible or no expansion of capacity.

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
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, City Engineer

PREPARED BY:
Johana Silva, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 23/24
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	521910

Discussion:

There is no fiscal impact associated with this action. The FY 23/24 MUED budget includes sufficient funding for this project.

Attachments

A. All Cities Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. 2023 CIP Sewer Plans
F. 2023 CIP Sewer Specifications

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 18th day of June, 2024, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and All Cities Engineering, Inc. a California corporation (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: 2023 CIP Sewer Pipeline Replacement Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's 2023 CIP Sewer Pipeline Replacement Project, Project No. 521030 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of two million four hundred eighty-five thousand three hundred fifty-three dollars ($2,485,353) 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 ninety (90) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_All Cities Engineering, Inc._____
Name of Contractor

By:_____
Signature of Authorized Agent

_Apolonio Ramirez Castro, President_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
2023 CIP Sewer Pipeline Replacement Project
Project No. 521030

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

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

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

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

Dated this _____ day of _____, 2024.

___All Cities Engineering, Inc._____
(Contractor)

_____
(Signature)
___Apolonio Ramirez Castro, President__
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and All Cities Engineering, Inc. (hereinafter designated as "Principal") have entered into an agreement dated June 18, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as 2023 CIP Sewer Pipeline Replacement Project and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, U.S. Specialty Insurance Company as Surety, are held and firmly bound unto the City in the penal sum of two million four hundred eighty-five thousand three hundred fifty-three dollars ($2,485,353) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses

sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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

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

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and All Cities Engineering, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated June 18, 2024, and identified as 2023 CIP Sewer Pipeline Replacement Project, Project No. 521030 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 two million four hundred eighty-five thousand three hundred fifty-three dollars ($2,485,353) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

(SEAL)

_____
(Contractor)

_____
(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____
(Surety)

BY: _____
(Signature)

Address:_____

_____

Telephone: ( )_____

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **14th day of May 2024 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **Rebid 2023 CIP Sewer Pipeline Replacement Project – Project No. 521030**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	Addenda Acknowledged (N/A)	Total Bid Amount
1	All Cities Engineering, Ontario CA	Yes	Yes	N/A	$2,485,353.00
2	Tryco General Engineering, Rimforest CA	Yes	Yes	N/A	$2,686,178.00
3	CEM Construction Corp., Montebello CA	Yes	Yes	N/A	$2,740,665.00
4	Pacific West Underground Inc., Yucaipa CA	Yes	Yes	N/A	$2,788,117.00
5	GRBCON, Inc., Baldwin Park CA	Yes	Yes	N/A	$3,465,533.00
6	MNR Construction Inc., La Verne CA	Yes	Yes	N/A	$3,727,037.00
7	Creative Home dba CHI Construction, Fullerton CA	Yes	Yes	N/A	$3,994,136.00
8	Dominguez General Engineering, Pomona CA	Yes	Yes	N/A	$4,512,750.00
9	Kirtley Construction Inc., dba TK Construction San Bernardino, CA	Yes	Yes	N/A	$4,992,026.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Goutam Dobey; Johana Silva

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT NO.: 521030 — Bid Date: May 14, 2024

2023 CIP Sewer Pipeline Replacement Project — Estimated Start Date: July 1, 2024

Item No.	Bid Item	Qty	Unit	All Cities Engineering, Inc.		Tryco General Engineering		CEM Construction Corp	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BASE BID ITEMS									
1	Mobilization	1	LS	$80,000.00	$80,000.00	$110,000.00	$110,000.00	$120,000.00	$120,000.00
2	Traffic Control	1	LS	$50,000.00	$50,000.00	$39,000.00	$39,000.00	$27,500.00	$27,500.00
3	Erosion Control Plan	1	LS	$25,000.00	$25,000.00	$6,800.00	$6,800.00	$10,000.00	$10,000.00
4	Survey	1	LS	$35,000.00	$35,000.00	$20,000.00	$20,000.00	$25,000.00	$25,000.00
5	R/R with 8" SDR 35 PVC Pipe	5,930	LF	$175.00	$1,037,750.00	$210.00	$1,245,300.00	$185.00	$1,097,050.00
6	R/R with 12" SDR 35 PVC Pipe	1,031	LF	$190.00	$195,890.00	$180.00	$185,580.00	$215.00	$221,665.00
7	Reconnect Service Laterals	198	EA	$500.00	$99,000.00	$880.00	$174,240.00	$1,000.00	$198,000.00
8	CIPP 6" Pipe	203	LF	$70.00	$14,210.00	$70.00	$14,210.00	$70.00	$14,210.00
9	CIPP 8" Pipe	6,015	LF	$34.00	$204,510.00	$34.00	$204,510.00	$35.00	$210,525.00
10	CIPP 10" Pipe	4,012	LF	$39.00	$156,468.00	$40.00	$160,480.00	$45.00	$180,540.00
11	CIPP 12" Pipe	939	LF	$60.00	$56,340.00	$64.00	$60,096.00	$65.00	$61,035.00
12	Reestablish Lateral Connections	319	EA	$115.00	$36,685.00	$118.00	$37,642.00	$135.00	$43,065.00
13	Removal of Protruding Lateral for CIPP	44	EA	$500.00	$22,000.00	$480.00	$21,120.00	$500.00	$22,000.00
14	6"/8"/10"/12" Spot Repair	115	LF	$400.00	$46,000.00	$700.00	$80,500.00	$250.00	$28,750.00
15	Remove Existing Manhole	4	EA	$3,500.00	$14,000.00	$4,800.00	$19,200.00	$5,000.00	$20,000.00
16	Construct 48" Manhole	14	EA	$8,000.00	$112,000.00	$5,800.00	$81,200.00	$14,000.00	$196,000.00
17	Flow Bypass	1	LS	$80,000.00	$80,000.00	$20,000.00	$20,000.00	$40,000.00	$40,000.00
18	Testing of CIPP Liner	5	EA	$100.00	$500.00	$60.00	$300.00	$65.00	$325.00
19	Demobilization	1	LS	$20,000.00	$20,000.00	$6,000.00	$6,000.00	$25,000.00	$25,000.00
20	Unforeseen work	1	LS	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00
	Additions/Deductions								
			Total Base Bid		**$2,485,353.00**		**$2,686,178.00**		**$2,740,665.00**

License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	Nationwide Mutual Insurance Company	Gray Casualty & Surety Company	U.S. Specialty Insurance Company
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Active
Error in Bid	No	No	No

Low Bidders 1, 2, 3

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT NO.: 521030 Bid Date: May 14, 2024

2023 CIP Sewer Pipeline Replacement Project Estimated Start Date: July 1, 2024

Item No.	Bid Item	Qty	Unit	Pacific West Underground Inc.		GRBCON, Inc.		MNR Construction, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BASE BID ITEMS									
1	Mobilization	1	LS	$145,000.00	$145,000.00	$100,105.00	$100,105.00	$150,000.00	$150,000.00
2	Traffic Control	1	LS	$58,774.00	$58,774.00	$32,716.00	$32,716.00	$80,000.00	$80,000.00
3	Erosion Control Plan	1	LS	$6,500.00	$6,500.00	$4,770.00	$4,770.00	$18,000.00	$18,000.00
4	Survey	1	LS	$45,000.00	$45,000.00	$16,500.00	$16,500.00	$34,000.00	$34,000.00
5	R/R with 8" SDR 35 PVC Pipe	5,930	LF	$115.00	$681,950.00	$288.00	$1,707,840.00	$313.00	$1,856,090.00
6	R/R with 12" SDR 35 PVC Pipe	1,031	LF	$145.00	$149,495.00	$301.00	$310,331.00	$350.00	$360,850.00
7	Reconnect Service Laterals	198	EA	$500.00	$99,000.00	$1,071.00	$212,058.00	$750.00	$148,500.00
8	CIPP 6" Pipe	203	LF	$113.00	$22,939.00	$67.00	$13,601.00	$60.00	$12,180.00
9	CIPP 8" Pipe	6,015	LF	$72.00	$433,080.00	$34.00	$204,510.00	$30.00	$180,450.00
10	CIPP 10" Pipe	4,012	LF	$82.00	$328,984.00	$41.00	$164,492.00	$40.00	$160,480.00
11	CIPP 12" Pipe	939	LF	$140.00	$131,460.00	$64.00	$60,096.00	$60.00	$56,340.00
12	Reestablish Lateral Connections	319	EA	$250.00	$79,750.00	$121.00	$38,599.00	$113.00	$36,047.00
13	Removal of Protruding Lateral for CIPP	44	EA	$600.00	$26,400.00	$473.00	$20,812.00	$450.00	$19,800.00
14	6"/8"/10"/12" Spot Repair	115	LF	$200.00	$23,000.00	$906.00	$104,190.00	$1,300.00	$149,500.00
15	Remove Existing Manhole	4	EA	$15,000.00	$60,000.00	$3,000.00	$12,000.00	$2,500.00	$10,000.00
16	Construct 48" Manhole	14	EA	$8,100.00	$113,400.00	$12,272.00	$171,808.00	$13,700.00	$191,800.00
17	Flow Bypass	1	LS	$145,885.00	$145,885.00	$45,842.00	$45,842.00	$37,700.00	$37,700.00
18	Testing of CIPP Liner	5	EA	$2,500.00	$12,500.00	$60.00	$300.00	$60.00	$300.00
19	Demobilization	1	LS	$25,000.00	$25,000.00	$44,963.00	$44,963.00	$25,000.00	$25,000.00
20	Unforeseen work	1	LS	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00
	Additions/Deductions								
			Total Base Bid		**$2,788,117.00**		**$3,465,533.00**		**$3,727,037.00**

License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	Harco National Insurance Company	Everest Reinsurance Company	Fidelity and Deposit Company
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Active
Error in Bid	No	No	No

Low Bidders 4, 5, 6

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

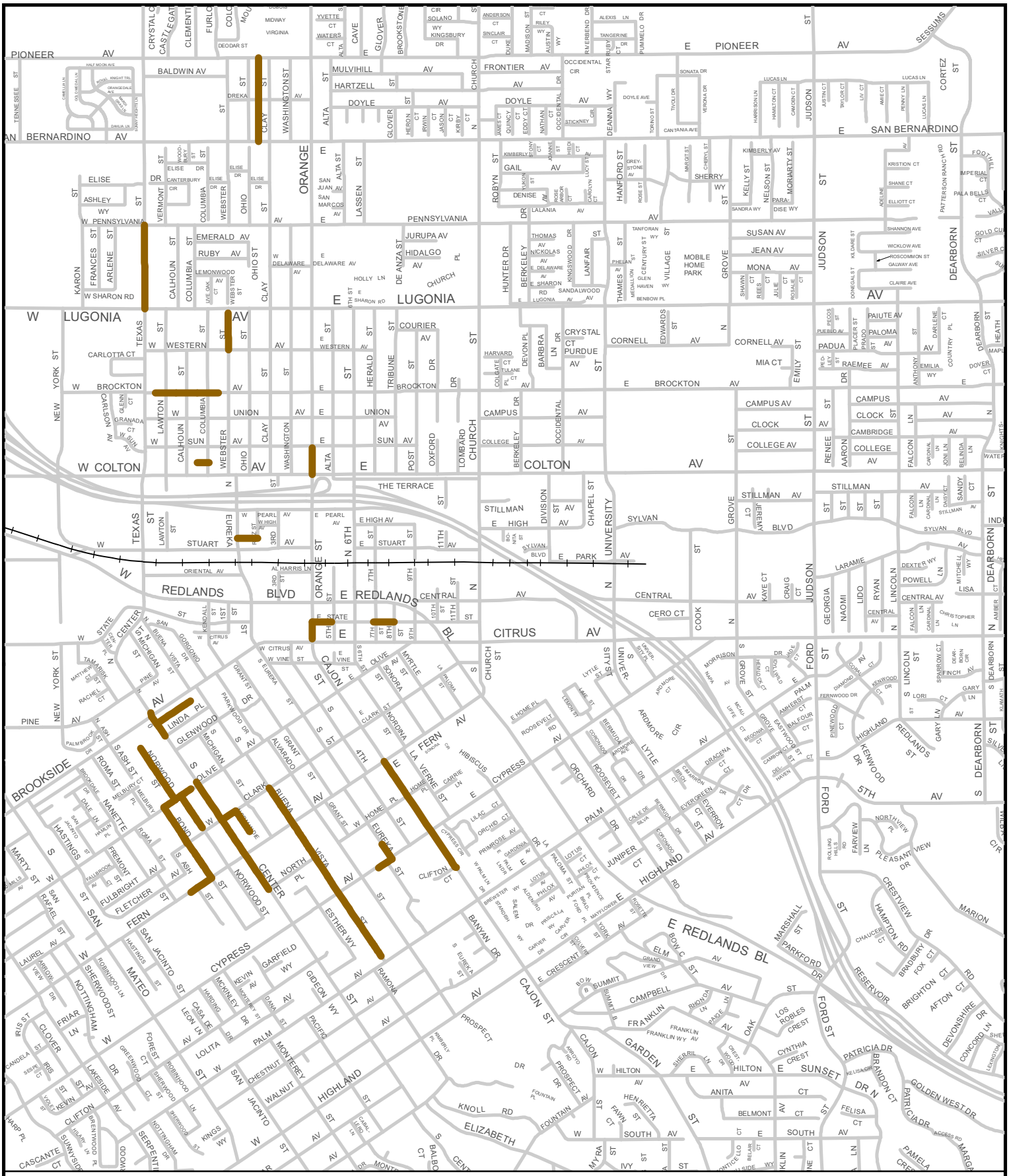
PROJECT NO.: 521030 Bid Date: May 14, 2024

2023 CIP Sewer Pipeline Replacement Project Estimated Start Date: July 1, 2024

Item No.	Bid Item	Qty	Unit	Creative Home dba CHI Construction		Dominguez General Engineering, Inc.		Kirtley Construction, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BASE BID ITEMS									
1	Mobilization	1	LS	$180,000.00	$180,000.00	$100,000.00	$100,000.00	$135,000.00	$135,000.00
2	Traffic Control	1	LS	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$135,000.00	$135,000.00
3	Erosion Control Plan	1	LS	$15,000.00	$15,000.00	$20,000.00	$20,000.00	$8,000.00	$8,000.00
4	Survey	1	LS	$45,000.00	$45,000.00	$30,000.00	$30,000.00	$18,000.00	$18,000.00
5	R/R with 8" SDR 35 PVC Pipe	5,930	LF	$339.00	$2,010,270.00	$350.00	$2,075,500.00	$390.00	$2,312,700.00
6	R/R with 12" SDR 35 PVC Pipe	1,031	LF	$360.00	$371,160.00	$400.00	$412,400.00	$558.00	$575,298.00
7	Reconnect Service Laterals	198	EA	$750.00	$148,500.00	$500.00	$99,000.00	$806.00	$159,588.00
8	CIPP 6" Pipe	203	LF	$90.00	$18,270.00	$200.00	$40,600.00	$133.00	$26,999.00
9	CIPP 8" Pipe	6,015	LF	$45.00	$270,675.00	$80.00	$481,200.00	$62.00	$372,930.00
10	CIPP 10" Pipe	4,012	LF	$54.00	$216,648.00	$90.00	$361,080.00	$65.00	$260,780.00
11	CIPP 12" Pipe	939	LF	$87.00	$81,693.00	$130.00	$122,070.00	$101.00	$94,839.00
12	Reestablish Lateral Connections	319	EA	$165.00	$52,635.00	$100.00	$31,900.00	$160.00	$51,040.00
13	Removal of Protruding Lateral for CIPP	44	EA	$645.00	$28,380.00	$1,000.00	$44,000.00	$808.00	$35,552.00
14	6"/8"/10"/12" Spot Repair	115	LF	$300.00	$34,500.00	$1,000.00	$115,000.00	$2,200.00	$253,000.00
15	Remove Existing Manhole	4	EA	$4,500.00	$18,000.00	$5,000.00	$20,000.00	$11,500.00	$46,000.00
16	Construct 48" Manhole	14	EA	$12,000.00	$168,000.00	$15,000.00	$210,000.00	$15,000.00	$210,000.00
17	Flow Bypass	1	LS	$60,000.00	$60,000.00	$50,000.00	$50,000.00	$80,000.00	$80,000.00
18	Testing of CIPP Liner	5	EA	$81.00	$405.00	$4,000.00	$20,000.00	$2,500.00	$12,500.00
19	Demobilization	1	LS	$15,000.00	$15,000.00	$20,000.00	$20,000.00	$4,800.00	$4,800.00
20	Unforeseen work	1	LS	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00
	Additions/Deductions								
			Total Base Bid		**$3,994,136.00**		**$4,512,750.00**		**$4,992,026.00**

License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	Developers Surety and Indemnity	Old Republic Surety Company	Markel Insurance Company
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Active
Error in Bid	No	No	No

Low Bidders 7, 8, 9



2023 CIP SEWER PIPELINE REPLACEMENT PROJECT LOCATION MAP

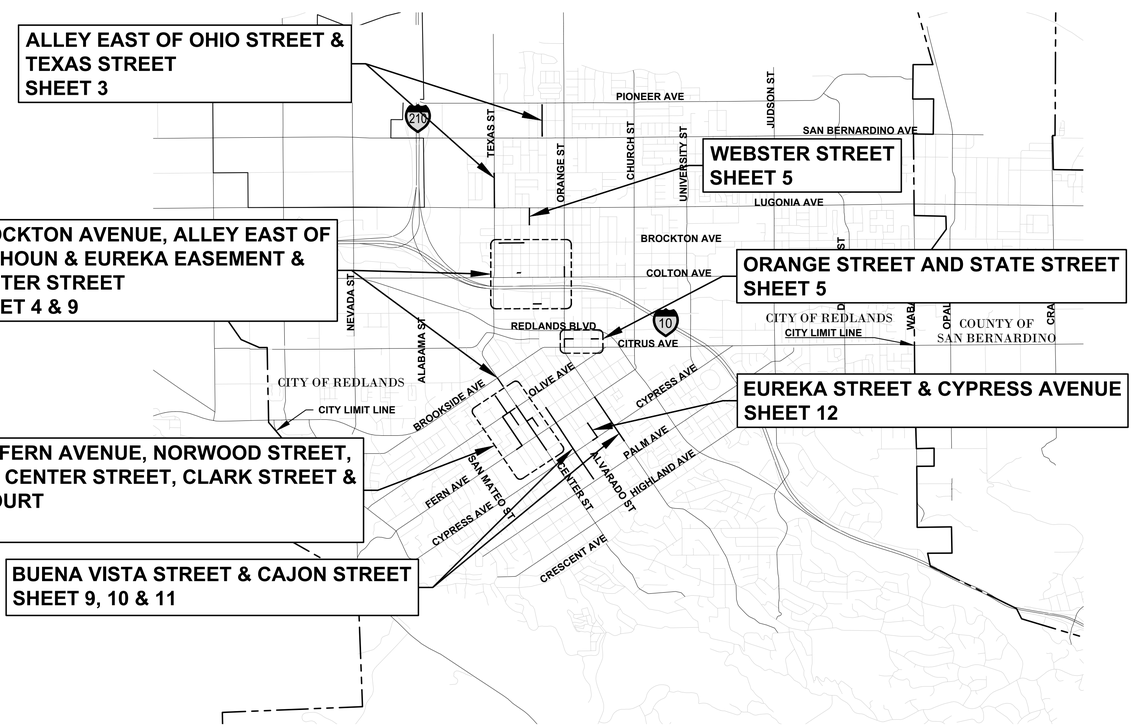
City of REDLANDS "A City That Works"

CONSTRUCTION PLANS FOR
CITY OF REDLANDS

2023 CIP SEWER PIPELINE REPLACEMENT PROJECT

PROJECT No. 521030

APRIL 2024



NORTH

VICINITY MAP
NTS

SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET & VICINITY MAP
2	GENERAL NOTES, CONSTRUCTION NOTES, SYMBOL LEGEND, AND DETAILS
3	ALLEY EAST OF OHIO STREET & TEXAS STREET
4	BROCKTON AVENUE, ALLEY EAST OF CALHOUN, & EUREKA EASEMENT
5	ORANGE STREET, STATE STREET, & WEBSTER STREET
6	BOND STREET & FERN STREET
7	NORWOOD STREET & OLIVE STREET
8	CENTER STREET, CLARK STREET, & NOMANDIE COURT
9	BUENA VISTA STREET & CENTER STREET
10	BUENA VISTA STREET
11	CAJON STREET
12	EUREKA STREET & CYPRESS AVENUE

CITY COUNCIL:

EDDIE TEJEDA, MAYOR
PAUL BARICH, MAYOR PRO TEM
DENISE DAVIS, COUNCIL MEMBER
JENNA GUZMAN-LOWERY, COUNCIL MEMBER
MARIO SAUCEDO, COUNCIL MEMBER

CITY STAFF:

CHARLES M. DUGGAN JR., CITY MANGER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521030

TITLE SHEET & VICINITY MAP

Designed by: JS
Date: 04/2024
Checked by: GKD
Date: 04/2024
Drawn by: JS
Date: 04/2024
Checked by: GN
Date: 04/2024

Reviewed By: 4/23/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 4/23/2024
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

Sheet 1 of 12 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

F-1873

\\FILES\Engineering\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2023 CIP Sewer Pipeline Replacement\6 DESIGN\F-1873_2023 SEWER PLAN.dwg

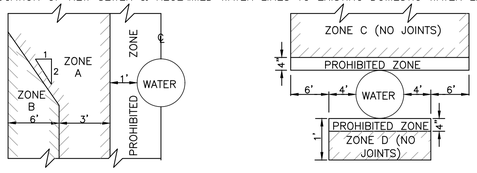
GENERAL NOTES:

1. NO PIPE JOINTS SHALL BE PERMITTED WITHIN ZONE D AND ZONE C. IF THAT CANNOT BE ACCOMPLISHED, THE NEW LINE SHALL BE ENCASED FOR THE FULL LENGTH OF THE RESPECTIVE ZONE.
2. NEW SEWER FORCE MAINS SHALL NOT BE PERMITTED IN ZONES A THROUGH D.
3. THE MATERIALS OF NEW LINES AT CROSSINGS SHALL BE CONSISTENT WITH OTHER NEW MATERIALS I.E., STEEL ON A STEEL LINE.
4. THESE CONSTRUCTION CRITERIA APPLY TO HOUSE SEWER LATERALS THAT CROSS ABOVE A WATER MAIN, BUT NOT TO THOSE THAT CROSS BELOW A WATER LINE.

BASIC SEPARATION STANDARDS

1. PARALLEL CONSTRUCTION: THE HORIZONTAL DISTANCE BETWEEN DOMESTIC WATER AND RECLAIMED WATER LINES AND SEWER LINES SHALL BE AT LEAST 10 FEET, OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
2. PERPENDICULAR CONSTRUCTION (CROSSING): WATER LINES SHALL BE AT LEAST ONE FOOT ABOVE SEWER AND RECLAIMED WATER LINES WHERE THESE LINES MUST CROSS.
3. SPECIAL PROVISIONS: WHERE THE BASIC SEPARATION STANDARDS CANNOT BE ATTAINED ALTERNATIVE CONSTRUCTION CRITERIA ARE SHOWN BELOW:

SITUATION:
LOCATION OF NEW SEWER & RECLAIMED WATER LINES TO EXISTING DOMESTIC WATER LINE.



PARALLEL CONSTRUCTION — PERPENDICULAR CROSSING

IF ANY SEWER OR RECLAIMED WATER PIPELINES ARE TO BE CONSTRUCTED WITHIN ANY OF THE ABOVE INDICATED ZONES, SPECIAL CONSTRUCTION SHALL BE REQUIRED AS DESCRIBED BELOW.

ZONE	SEWER	RECLAIMED WATER
A.	DO NOT LOCATE ANY PARALLEL SEWER OR RECLAIMED WATER LINES IN THIS AREA WITHOUT A STATE AND LOCAL HEALTH DEPARTMENT APPROVAL.	
B.	USE V.C.P., CLASS 200 PVC, OR D.I.P. WITH COMPRESSION JOINTS.	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900
C.	USE D.I.P. WITH MECHANICAL JOINTS OR CLASS 200 P.V.C. – AWWA C900	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900
D.	USE D.I.P. OR CLASS 200 P.V.C. – AWWA C900	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900

WATER AND SEWER SEPARATION STANDARDS

(MINIMUM REQUIREMENTS AS ESTABLISHED BY THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH SERVICES)

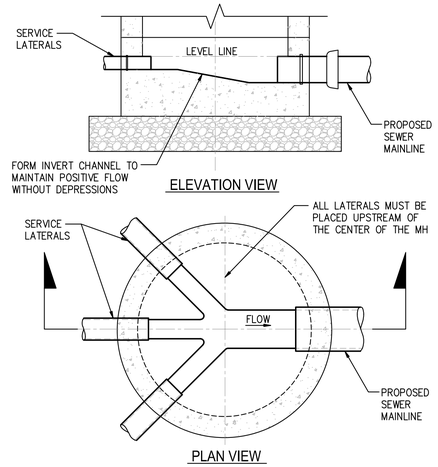
GENERAL NOTES

1. SEWER INSTALLATION IS TO BE IN ACCORDANCE WITH THESE PLANS AND THE STANDARD SPECIFICATIONS AND DETAIL DRAWINGS OF THE CITY OF REDLANDS LATEST REVISION THEREOF. IF ANY CONFLICTS ARISE SEE SECTION 2-5.2 OF THE GENERAL CONDITIONS.
2. ALL SEWER PIPE ELEVATIONS GIVEN REFER TO THE FLOWLINE INVERT ELEVATIONS.
3. PVC SEWER IS NOT PERMITTED ON ANY HORIZONTAL OR VERTICAL CURVE AND MUST BE LAID STRAIGHT BETWEEN STRUCTURES.
4. SEWER LATERALS SHALL BE CLEARLY MARKED WITH A 3-INCH TALL "S" CHISELED OR STAMPED IN THE CURB FACE.
5. REQUIRED SEPARATION OF THE WATER AND SEWER MAINS AND LATERALS SHALL BE STRICTLY ADHERED TO. INSTALLATION SHALL COMPLY WITH THE STATE DEPARTMENT OF HEALTH REGULATIONS AND THE DETAIL PROVIDED ON THIS SHEET.
6. SEWER LATERAL LOCATIONS SHALL NOT BE CHANGED MORE THAN 3 FEET (HORIZONTAL) WITHOUT AUTHORIZATION FROM THE CITY.
7. A MANDREL TEST SHALL BE PERFORMED BY THE CONTRACTOR IN THE PRESENCE OF THE CITY INSPECTOR IN ACCORDANCE WITH THE CITY OF REDLANDS SANITARY SEWER SYSTEMS STANDARD SPECIFICATIONS. THE MANDREL, SHALL BE SUPPLIED BY THE CONTRACTOR, APPROVED BY THE CITY OF REDLANDS AND SHALL BE PULLED THROUGH THE PIPE BY HAND.
8. PRIOR TO PAVING OF STREETS OVER A NEW SEWER MAIN, ALL COMPACTION TESTS, AIR TESTS, MANDREL TESTS SHALL BE COMPLETED AND APPROVED BY THE CITY AND A COMPLETE SET OF AS-BUILT DRAWINGS SUBMITTED TO THE MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION OF THE AS-BUILT DRAWINGS.
9. MANHOLE RIM ELEVATIONS INDICATED HEREON ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL RIMS TO FINAL FINISH GRADE, IN COORDINATION WITH STREET IMPROVEMENTS.
10. CLEAN, HAUL, DISPOSE OF EXISTING PIPES, APPURTENANCES, MANHOLES PER SPECIFICATIONS. CONTRACTOR RESPONSIBLE FOR ALL APPLICABLE REGULATIONS AND WORKER SAFETY.
11. AFTER SEWER CONSTRUCTION IS SUBSTANTIALLY COMPLETE, BUT PRIOR TO FINAL APPROVAL, CONTRACTOR SHALL PROVIDE AN INTERNAL DIGITAL VIDEO RECORDING OF THE ENTIRE PIPE REACHES INSTALLED IN ACCORDANCE WITH SECTION 500-1.1.5.
12. CONTRACTOR SHALL PROTECT ALL SURVEY MONUMENTS AND SHALL PAY ALL COSTS TO RE-ESTABLISH ANY MONUMENTS DESTROYED OR DISTURBED DURING THE COURSE OF CONSTRUCTION. ALL WORK SHALL BE PERFORMED BY OR UNDER THE DIRECT SUPERVISION OF A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF CALIFORNIA AND PER SPECIFICATIONS.
13. ALL STATIONING IS BASED ON THE CENTERLINE OF THE STREET, UNLESS OTHERWISE INDICATED.
14. THE PLANS WERE PREPARED USING DATA FROM THE CITY OF REDLANDS GIS DEPARTMENT, THEREFORE SEWER LINE & LATERALS, CENTERLINE AND PARCEL LINES ARE APPROXIMATE AND FOR REFERENCE ONLY. THE CONTRACTOR SHALL ESTABLISH THE CENTERLINE OF ALL STREETS BY RECORD MAPS FOR ALL REQUIRED CONSTRUCTION STAKING. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR ANY ADDITIONAL SURVEY RESEARCH OR INVESTIGATION TO COMPLETE STAKING. ADDITIONAL LATERALS NOT EXPLICITLY DEPICTED ON THE PLAN MAY EXIST. EXERCISE CAUTION AND THOROUGH INSPECTION DURING ON-SITE VERIFICATION TO ACCOUNT FOR ANY ADDITIONAL LATERALS.
15. IF SATURATED SOIL IS ENCOUNTERED DUE TO LEAKS IN THE EXISTING UTILITIES, THE CONTRACTOR SHALL REMOVE SATURATED MATERIAL AND REPLACE WITH A SUITABLE BACKFILL MATERIAL UNTIL ADEQUATE COMPACTION CAN BE ATTAINED BY VERIFICATION FROM THE CITY'S GEOTECHNICAL ENGINEER. PRIOR TO ANY REMOVAL OF SATURATED MATERIAL, CONTRACTOR SHALL DISCUSS THE METHODS OF REMEDIATION WITH THE CITY'S REPRESENTATIVE. APPROVAL FROM THE CITY, OR THE CITY'S REPRESENTATIVE, SHALL BE OBTAINED FOR ANY AMOUNT OF SATURATED MATERIAL REMOVAL IN WHICH THE CONTRACTOR ANTICIPATES TO BE COMPENSATED FOR. IF APPROVAL IS NOT OBTAINED, ALL COSTS SHALL BE BORNE BY THE CONTRACTOR. UP TO A 14 DAY DELAY IN THE PAVING OPERATIONS MAY BE REQUESTED AFTER ALL LEAKS HAVE BEEN RESOLVED TO PROVIDE TIME FOR EXCESS MOISTURE TO DISSIPATE, AT NO ADDITIONAL COST TO THE CITY. BASE OR AN APPROVED BACKFILL MATERIAL SHALL BE INSTALLED WITHIN THE TRENCH TO THE EXISTING PAVEMENT SURFACE AND MAINTAINED BY THE CONTRACTOR THROUGHOUT THE DURATION OF REQUESTED DELAY. A NO COST CHANGE ORDER WILL BE PREPARED TO PROVIDE THE CONTRACTOR WITH ADDITIONAL CONTRACT TIME IF SUCH DELAY IS REQUESTED BY THE CITY.
16. BACKFILL UNDER ALL WATERLINES, IRRIGATION LINES OR STORM DRAINS CROSSING THE NEW PIPE TRENCH TO WITHIN ONE FOOT OF THE EXPOSED LINE. BACKFILL THE REMAINDER OF THE TRENCH BENEATH THE LINE AND TO ITS SPRINGLINE, OR 12 INCHES ABOVE THE INVERT FOR STORM DRAIN CHANNELS, WITH 1-1/2 SACK CONCRETE SLURRY.
17. ANY LATERALS INSTALLED INTO A TERMINUS MH SHALL BE INSTALLED PER DETAIL ON THIS SHEET
18. PROTRUDING LATERALS SHALL BE TRIMMED FLUSH WITH THE INSIDE OF THE MAIN SEWER WALL PRIOR TO INSTALLATION OF THE CIPP. TRIMMING SHALL NOT CAUSE DAMAGE TO THE LATERAL OR SERVICE BEYOND THE INSIDE FACE OF THE MAIN SEWER. ADDITIONAL LATERALS NOT EXPLICITLY DEPICTED ON THE PLAN MAY EXIST. EXERCISE CAUTION AND THOROUGH INSPECTION DURING ON-SITE VERIFICATION TO ACCOUNT FOR ANY ADDITIONAL LATERALS.

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

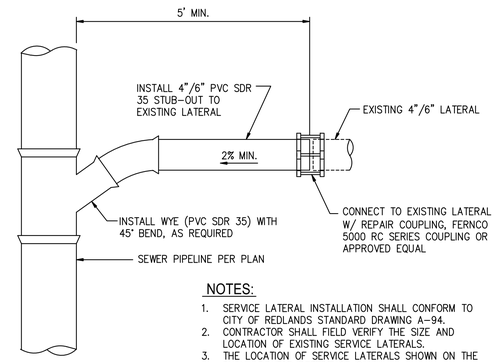
ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.



TERMINUS MH WITH LATERALS DETAIL (1/2)

NOT TO SCALE



NOTES:

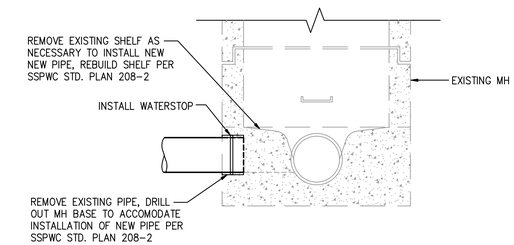
1. SERVICE LATERAL INSTALLATION SHALL CONFORM TO CITY OF REDLANDS STANDARD DRAWING A-94.
2. CONTRACTOR SHALL FIELD VERIFY THE SIZE AND LOCATION OF EXISTING SERVICE LATERALS.
3. THE LOCATION OF SERVICE LATERALS SHOWN ON THE PLAN ARE FOR REFERENCE ONLY.
4. ALL SERVICE LATERALS, SHOWN ON THE PLANS OR NOT, SHALL BE REINSTALLED UNLESS OTHERWISE DIRECTED BY THE CITY.

SERVICE LATERAL CONNECTION DETAIL (2/2)

NOT TO SCALE

CONSTRUCTION NOTES — QUANTITIES

1	REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE	5,930 LF
2	REMOVE EXISTING 12" PIPE AND REPLACE WITH 12" SDR 35 PVC PIPE	1,031 LF
3	RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2	198 EA
4	INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 6" PIPE	203 LF
5	INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE	6,015 LF
6	INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 10" PIPE	4,012 LF
7	INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 12" PIPE	939 LF
8	RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP	319 EA
9	REMOVAL OF PROTRUDING LATERAL FOR CURED-IN-PLACE PIPE (CIPP)	44 EA
10	PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2	PER PLAN
11	COMPLETE 8"/10" SPOT REPAIR PER DETAIL 4 ON SHEET 2	115 LF
12	REMOVE EXISTING MANHOLE	4 EA
13	CONSTRUCT 48"ø MANHOLE PER STANDARD DRAWING NO. A-101	14 EA

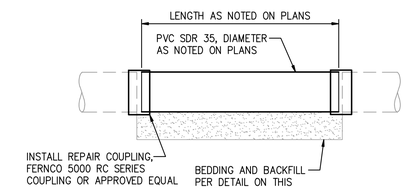


NOTES:

1. ORIENTATION OF INLET/OUTLET MAY VARY FROM WHAT IS SHOWN.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING MAHNOLE, PIPES, BASE OR SHELF.

EXISTING MANHOLE CONNECTION DETAIL (3/2)

NOT TO SCALE

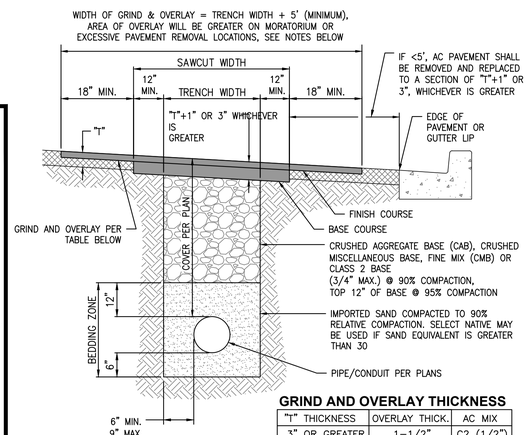


NOTES:

1. ADJUST CONNECTION TO MINIMIZE OFFSET AT PIPE FLOWLINE CONNECTION.
2. NEOPRENE REDUCER BUSHING MAY BE REQUIRED TO MINIMIZE OFFSET AT CONNECTION POINT.
3. NO CONNECTION WILL BE ALLOWED AT BELL END OF VCP, CUT BELL OFF VCP PRIOR TO MAKING CONNECTION.
4. CONTRACTOR SHALL ENSURE ALL DAMAGED AREAS OF PIPE ARE REMOVED AND REPLACED WITHIN DISTANCE SPECIFIED ON PLANS.
5. IF ADDITIONAL REPAIR DISTANCE IS REQUIRED ABOVE WHAT IS SHOWN ON PLANS, NOTIFY CITY PRIOR TO COMPLETING WORK.

TYPICAL SPOT REPAIR DETAIL (4/2)

NOT TO SCALE



GRIND AND OVERLAY THICKNESS

"T" THICKNESS	OVERLAY THICK.	AC MIX
3" OR GREATER	1-1/2"	C2 (1/2")
2" TO <3"	1"	D1 (3/8")
<2"	NONE	N/A

NOTES

1. SEE STD. DWG. NUMBER 190 FOR TRENCH REPAIR GENERAL NOTES.
2. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
3. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
4. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.

TYPICAL TRENCH, BEDDING & SURFACE RESTORATION DETAIL (5/2)

NOT TO SCALE

TRENCH REPAIR GENERAL NOTES

1. ALL PAVEMENT REPAIR WORK SHALL CONFORM TO THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, 2018 GREENBOOK AND ANY ADDITIONAL REQUIREMENTS LISTED WITHIN THE PLANS OR PERMIT.
2. ALL TRENCH ACTIVITY SHALL BE REPAIRED WITH A T-CUT REPAIR AS SHOWN ON STD. DWG. NUMBER 191. A BUTT JOINT TRENCH REPAIR, PER STD. DWG. NUMBER 192, SHALL ONLY BE USED WHEN APPROVED IN WRITING BY THE CITY ENGINEER.
3. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
4. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
5. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
6. PRIOR TO THE PAVEMENT REPAIR, SAWCUT A CLEAN, STRAIGHT, VERTICAL FACE AT 12" MINIMUM BEYOND THE EDGE OF THE REQUIRED TRENCH WIDTH. ALL LIQUIDS GENERATED BY SAWCUTTING SHALL BE CAPTURED AND DISPOSED OF ACCORDINGLY.
7. A MINIMUM OF 2" OF TEMPORARY ASPHALT PAVEMENT SHALL BE INSTALLED WITHIN THE TRENCH AREA. TEMPORARY PAVING SHALL BE FLUSH WITH SURROUNDING GRADE AND MAINTAINED UNTIL PERMANENT ASPHALT IS INSTALLED.
8. BASE COURSE SHALL BE "B PG 64-10" SHALL BE COMPLETED IN LIFTS BETWEEN 2" AND 3" AND COMPACTED TO 95% RELATIVE COMPACTION.
9. FINISH COURSE SHALL BE "C2 PG 64-10" OR "D1 PG 64-10" (1/2" OR 3/8"), DEPENDING ON OVERLAY THICKNESS, PER STD. DWG. 191 AND COMPACTED TO 95% RELATIVE COMPACTION.
10. BASE PAVEMENT SHALL BE INSTALLED FLUSH WITH THE SURROUNDING GRADE AND GRINDED DOWN TO THE THICKNESS OF THE OVERLAY WHEN THE FINISH COURSE OVERLAY IS INSTALLED.
11. A MINIMUM OF 72 HOURS SHALL PASS BETWEEN THE INSTALLATION OF THE BASE COURSE TO THE INSTALLATION OF THE FINISH COURSE. NOTIFY THE INSPECTOR AT THE START OF THE 72 HOURS TO ALLOW TIME FOR INSPECTION PRIOR TO THE INSTALLATION OF THE FINISH COURSE.
12. APPLY A TACK COAT TO ALL VERTICAL EDGES AND SURFACES TO BE CAPPED.
13. APPLY A SEAL COAT AND #30 SILICA SAND TO FINISHED EDGES USING SS1H ASPHALT EMULSION.
14. ALL PAVEMENT REPAIR SHALL BE COMPLETED WITH LIKE MATERIALS, I.E. ARHM SHALL BE REPLACED WITH ARHM.
15. TRAFFIC CONTROL SHALL REMAIN IN PLACE UNTIL THE NEW PAVEMENT IS ALLOWED TO COOL TO A POINT THAT IT CAN SUSTAIN MOTOR VEHICLES WITHOUT DAMAGING THE FINISHED SURFACE. ANY TRACKING SHALL BE CORRECTED BY THE CONTRACTOR IN CONFORMANCE WITH THE REDBOOK.
16. ALL UNDERGROUND SERVICE ALERT (USA) MARKINGS SHALL BE REMOVED BY THE CONTRACTOR OR PERMIT HOLDER IN ACCORDANCE WITH SECTION 3.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS.

SYMBOL LEGEND

EXISTING SEWER AND MANHOLE	PROPOSED SEWER REPLACEMENT
EXISTING SEWER LATERAL	PROPOSED CIPP
ROADWAY CENTERLINE	PROPOSED SPOT REPAIR
PROPERTY – R/W LINE	1234 STREET ADDRESS
EXISTING CURB & GUTTER	F34 34 MANHOLE IDENTIFICATION #

DETAIL 1 — DETAIL NUMBER; SCALE — "SHOWN ON" SHEET NUMBER

LINE IS 2 INCHES AT FULL SIZE — IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS

Municipal Utilities and Engineering Department

2023 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521030

GENERAL NOTES, CONSTRUCTION NOTES, SYMBOL LEGEND AND DETAILS

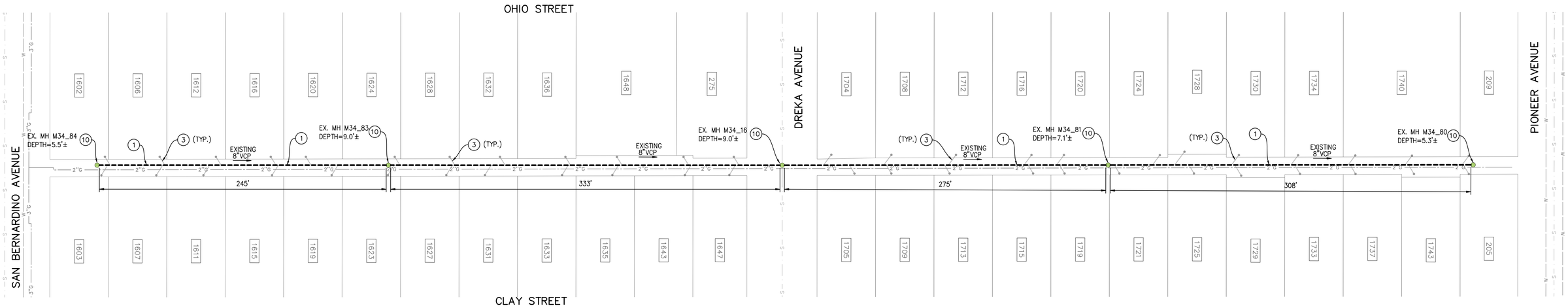
Designed by: JS
Date: 04/2024
Checked by: GKD
Date: 04/2024
Drawn by: JS
Date: 04/2024
Checked by: GN
Date: 04/2024

Reviewed By: 4/23/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 4/23/2024
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

Sheet 2 of 12 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

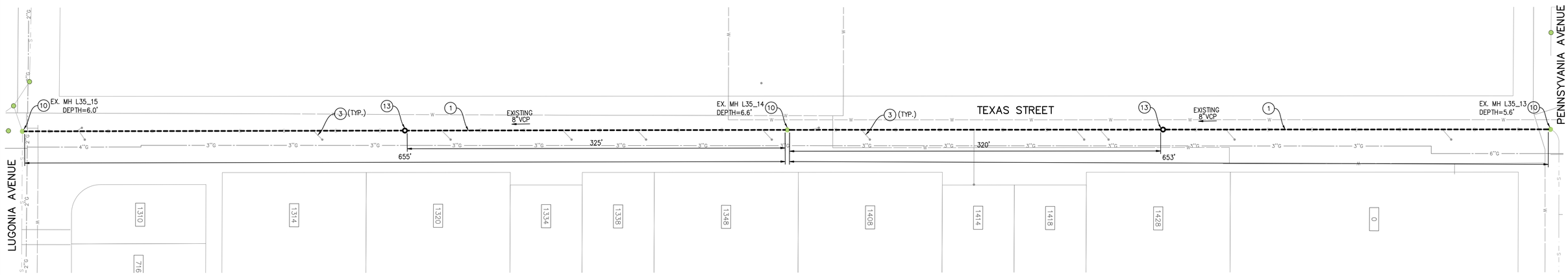
F-1873

\\FILES\Engineering\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2023 CIP Sewer Pipeline Replacement\6 DESIGN\F-1873 2023 SEWER PLAN.dwg



ALLEY EAST OF OHIO STREET

SCALE: 1"=40'



TEXAS STREET

SCALE: 1"=40'

CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
3. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
10. PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
13. CONSTRUCT 48"ø MANHOLE PER STANDARD DRAWING NO. A-101

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- PROPOSED MANHOLE INSTALLATION
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

Under ground Service Alert of Southern California

Call: TOLL FREE

1-800-227-2600

TWO WORKING DAYS BEFORE YOU DIG

*** * * * * * * NOTE: * * * * * * ***

SEWER LATERAL LOCATIONS SHOWN ON PLANS ARE INTENDED FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION AND DEPTH OF ALL SEWER LATERALS PRIOR TO START OF CONSTRUCTION AT EACH LOCATION. ALL LATERALS FOUND DURING CONSTRUCTION SHALL BE CONSIDERED ACTIVE AND REPLACED PER DETAIL PROVIDED.

*** * * * * * * NOTE: * * * * * * ***

ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

GRAPHIC SCALE

0 40' 80'

SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER GERARD JOHN RIVERA NEPOMUCENO NO. C93200 CIVIL STATE OF CALIFORNIA

BENCHMARK

NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS

Municipal Utilities and Engineering Department

2023 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521030

ALLEY EAST OF OHIO STREET & TEXAS STREET

Designed by: JS
Date: 04/2024
Checked by: GKD
Date: 04/2024
Drawn by: JS
Date: 04/2024
Checked by: GN
Date: 04/2024

Reviewed By: 4/23/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 4/23/2024
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

Sheet 3 of 12 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

F-1873

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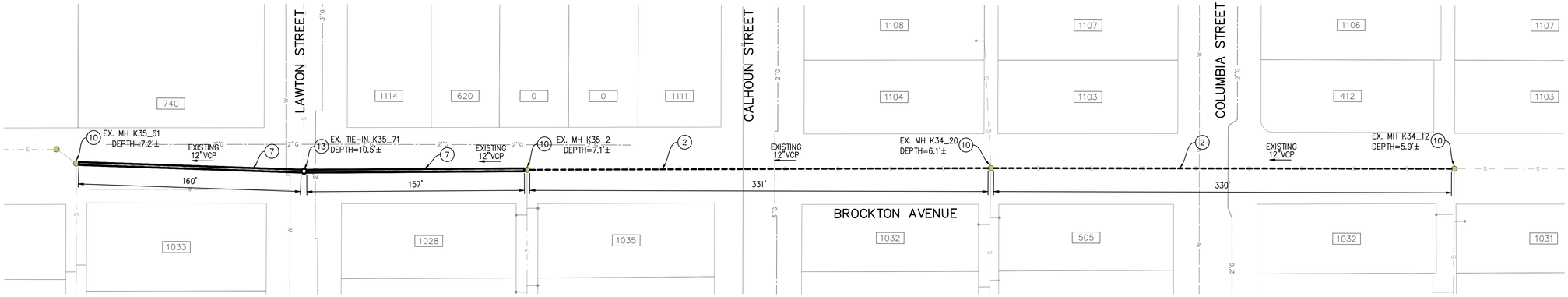
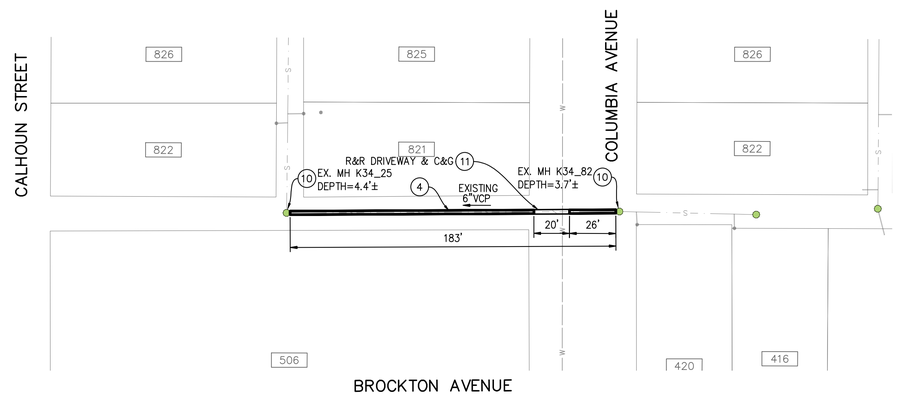
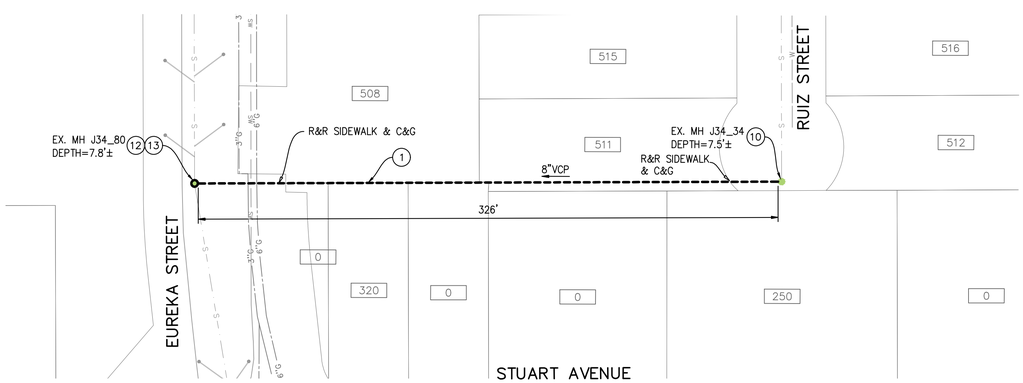


BROCKTON AVENUE
SCALE: 1"=40'



ALLEY EAST OF CALHOUN
SCALE: 1"=40'



EUREKA EASEMENT
SCALE: 1"=40'

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- PROPOSED MANHOLE INSTALLATION
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
2. REMOVE EXISTING 12" PIPE AND REPLACE WITH 12" SDR 35 PVC PIPE
3. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
4. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 6" PIPE
7. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 12" PIPE
8. RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
9. REMOVAL OF PROTRUDING LATERAL FOR CURED-IN-PLACE PIPE (CIPP)
10. PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
11. COMPLETE 6"/8"/10"/12" SPOT REPAIR PER DETAIL 4 ON SHEET 2
12. REMOVE EXISTING MANHOLE
13. CONSTRUCT 48"ø MANHOLE PER STANDARD DRAWING NO. A-101

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521030

BROCKTON AVENUE, ALLEY EAST OF CALHOUN & EUREKA EASEMENT

Designed by: JS
Date: 04/2024
Checked by: GKD
Date: 04/2024
Drawn by: JS
Date: 04/2024
Checked by: GN
Date: 04/2024

Reviewed By: 4/23/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 4/23/2024
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

Sheet 4 of 12 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

F-1873

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BENCHMARK
NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial

Revisions

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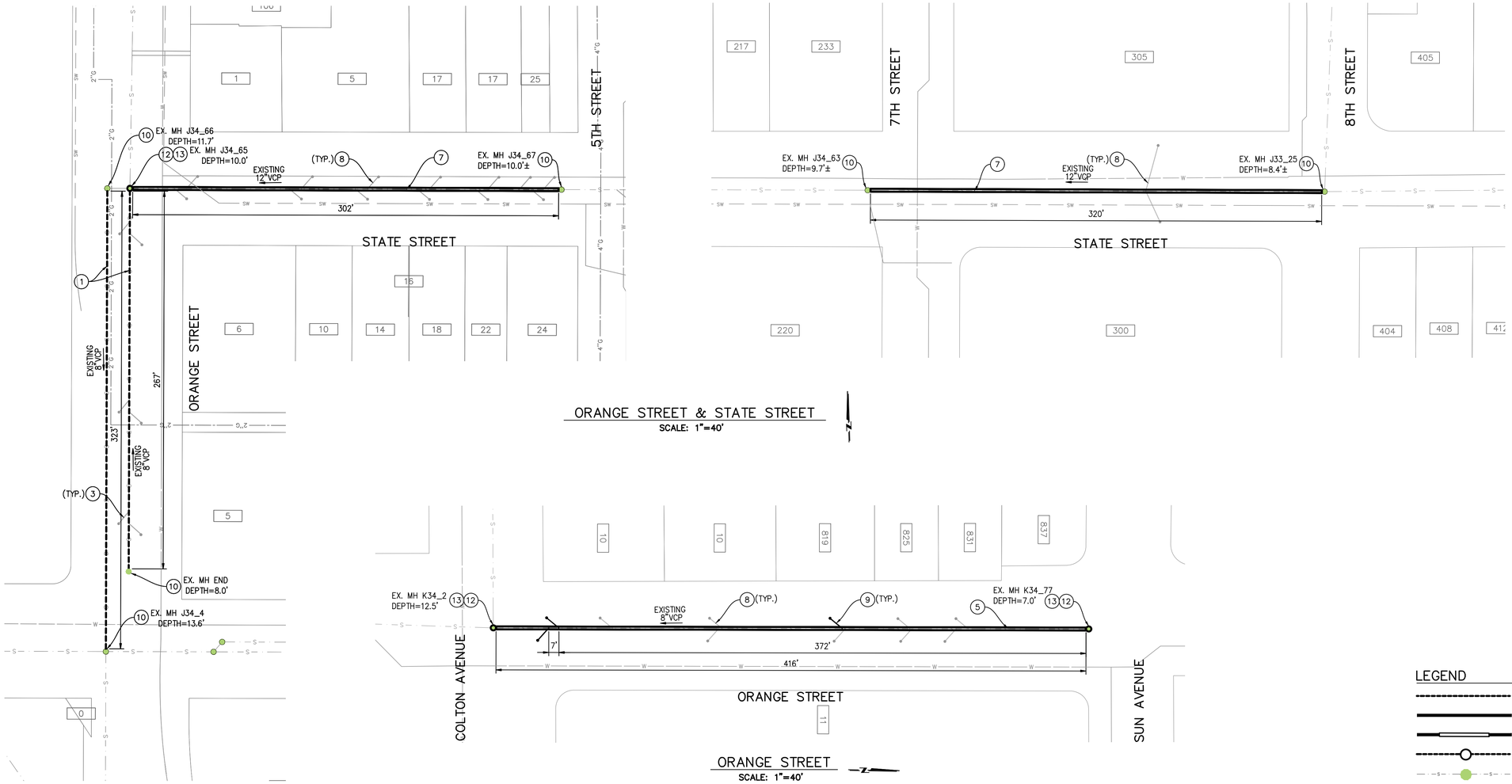

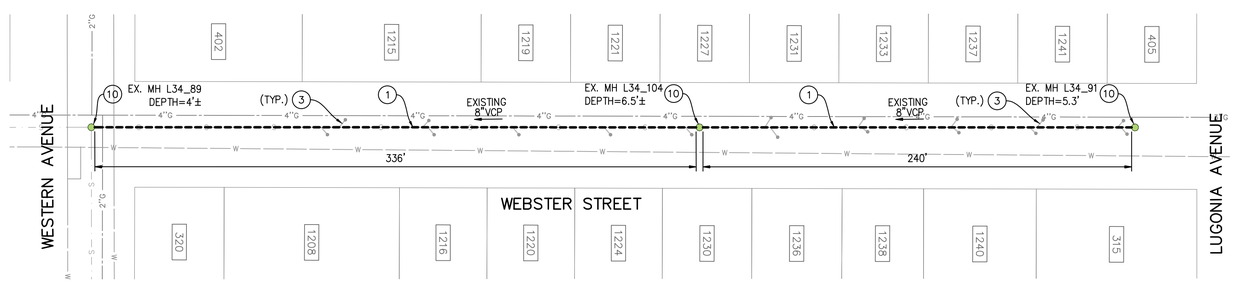

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- PROPOSED MANHOLE INSTALLATION
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

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GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521030

ORANGE STREET, STATE STREET & WEBSTER STREET

Designed by: JS
Date: 04/2024
Checked by: GKD
Date: 04/2024
Drawn by: JS
Date: 04/2024
Checked by: GN
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Reviewed By: 4/23/2024
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Approved By: 4/23/2024
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

Sheet 5 of 12 Sheets
Scale: Horiz. AS SHOWN
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BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

Revisions

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

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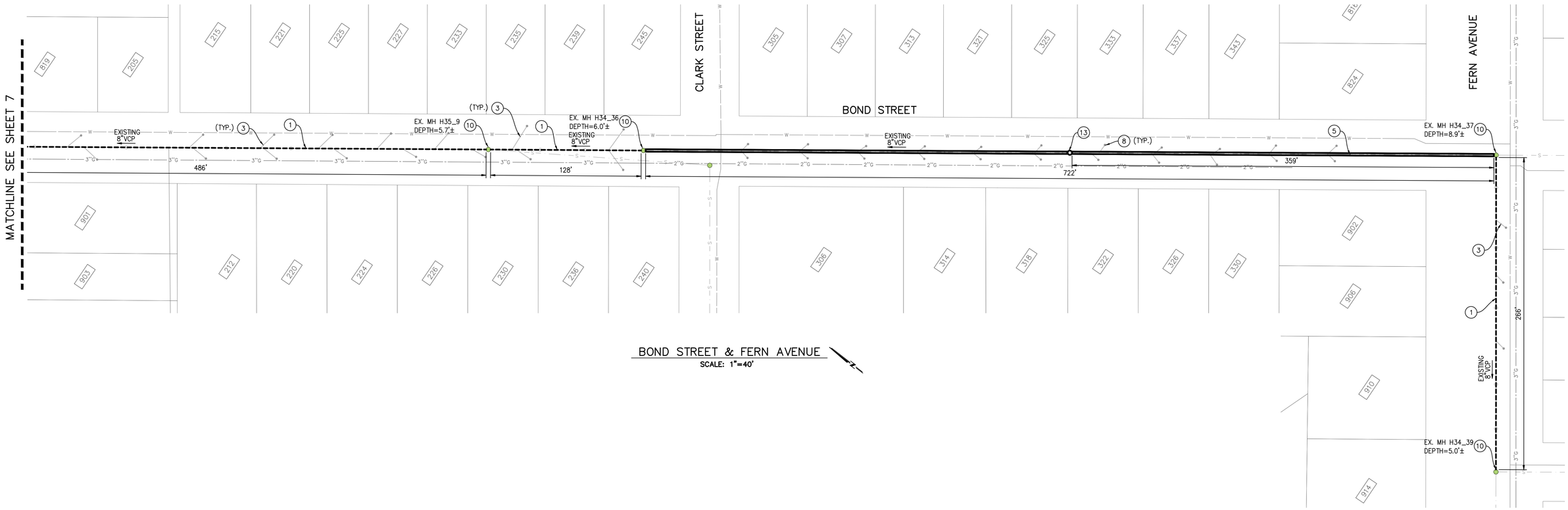

BOND STREET & FERN AVENUE

SCALE: 1"=40'

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- PROPOSED MANHOLE INSTALLATION
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
3. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
5. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE
8. RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
9. REMOVAL OF PROTRUDING LATERAL FOR CURED-IN-PLACE PIPE (CIPP)
10. PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
13. CONSTRUCT 48"ø MANHOLE PER STANDARD DRAWING NO. A-101

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GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

BENCHMARK						
	Letter	Description	Date	Initial	Initial	Initial
		Revisions				

CITY OF REDLANDS

Municipal Utilities and Engineering Department

2023 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521030

BOND STREET & FERN AVENUE

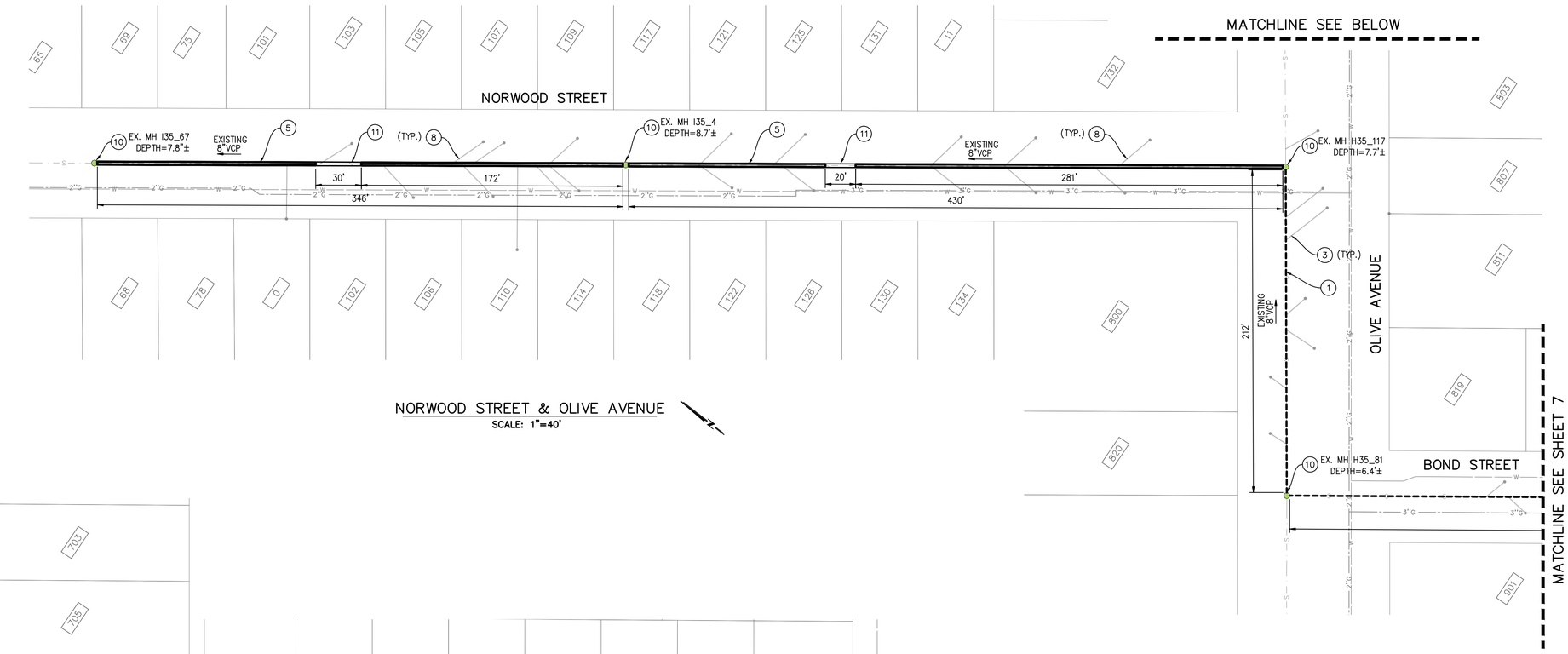
Designed by: JS
Date: 04/2024
Checked by: GKD
Date: 04/2024
Drawn by: JS
Date: 04/2024
Checked by: GN
Date: 04/2024

Reviewed By: 4/23/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 4/23/2024
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

Sheet 6 of 12 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

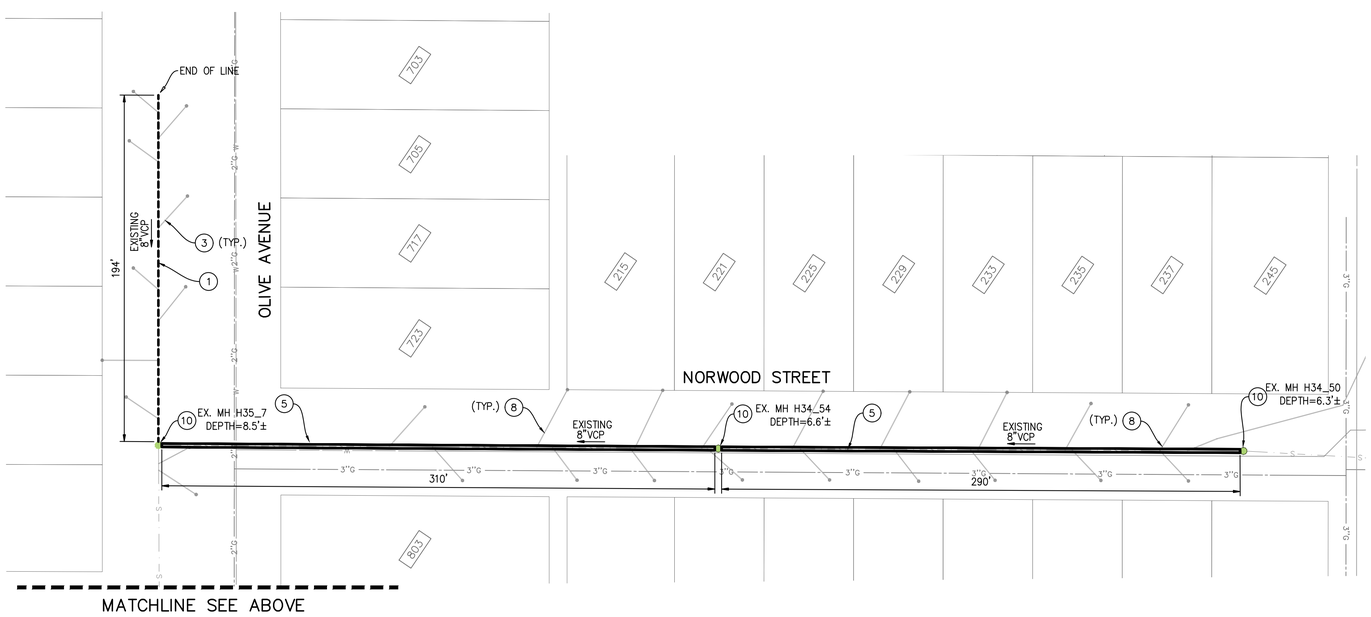
F-1873

\\FILES\Engineering\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2023 CIP Sewer Pipeline Replacement\8 DESIGN\F-1873 2023 SEWER PLAN.dwg



NORWOOD STREET & OLIVE AVENUE

SCALE: 1"=40'



NORWOOD STREET & OLIVE AVENUE

SCALE: 1"=40'

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- PROPOSED CIPP
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CONSTRUCTION NOTES

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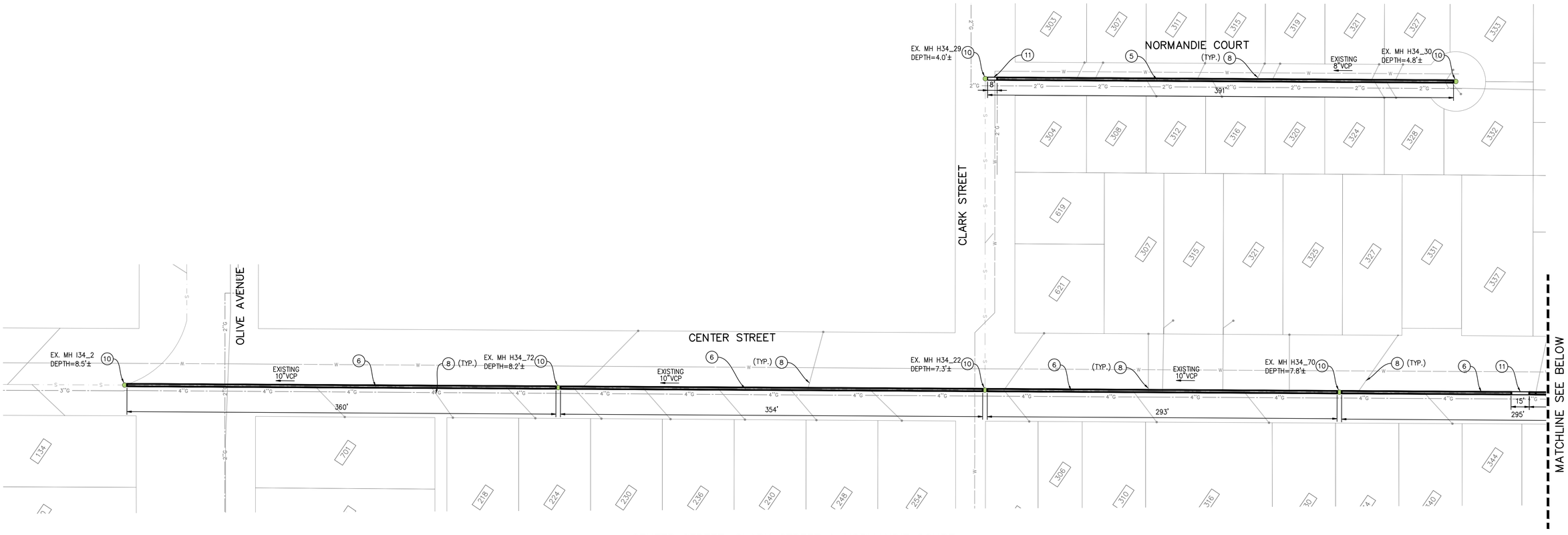
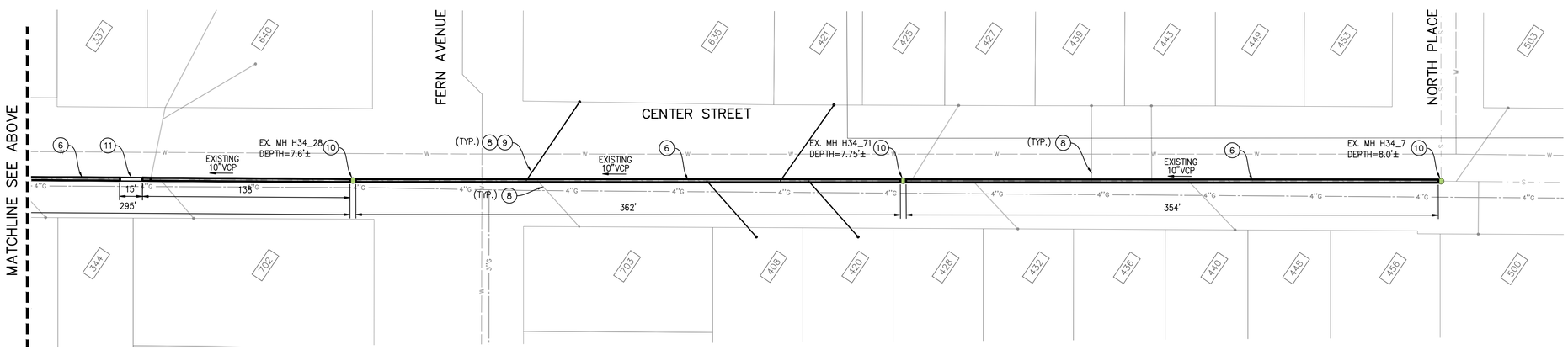


CENTER STREET, CLARK STREET & NORMANDIE COURT

SCALE: 1"=40'



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CONSTRUCTION NOTES

5. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE
6. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 10" PIPE
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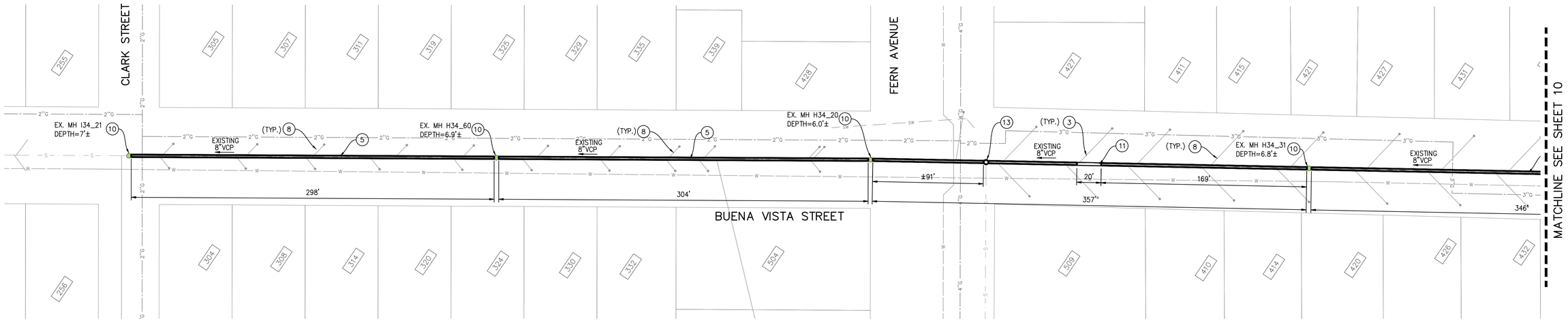
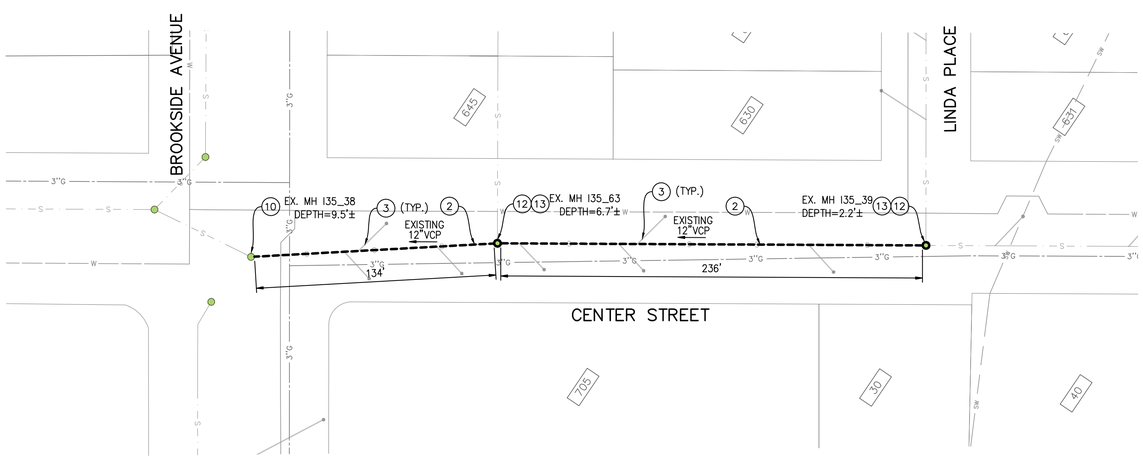


BUENA VISTA STREET
SCALE: 1"=40'



CENTER STREET
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CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
2. REMOVE EXISTING 12" PIPE AND REPLACE WITH 12" SDR 35 PVC PIPE
3. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
5. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE
8. RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
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CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521030

BUENA VISTA STREET & CENTER STREET

Designed by: JS
Date: 04/2024
Checked by: GKD
Date: 04/2024
Drawn by: JS
Date: 04/2024
Checked by: GN
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Reviewed By: 4/23/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 4/23/2024
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

Sheet 9 of 12 Sheets
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F-1873

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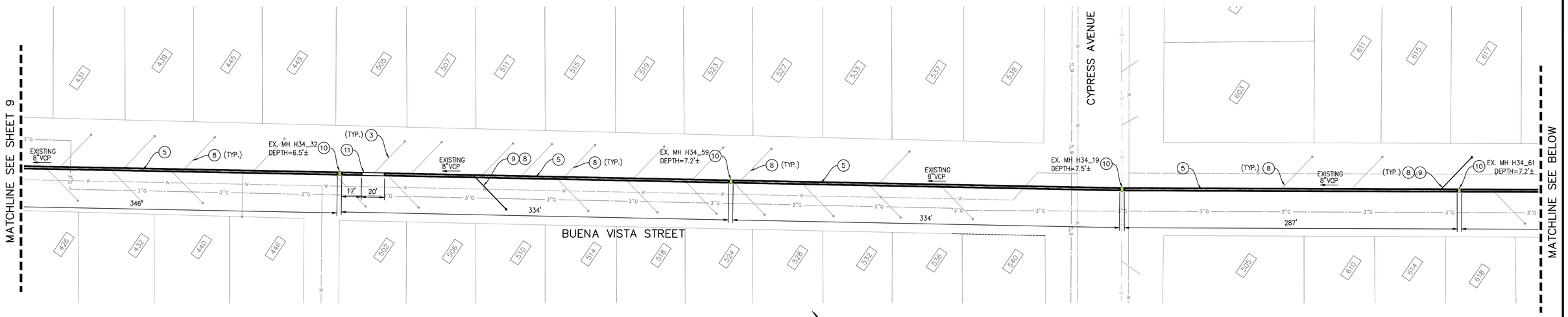

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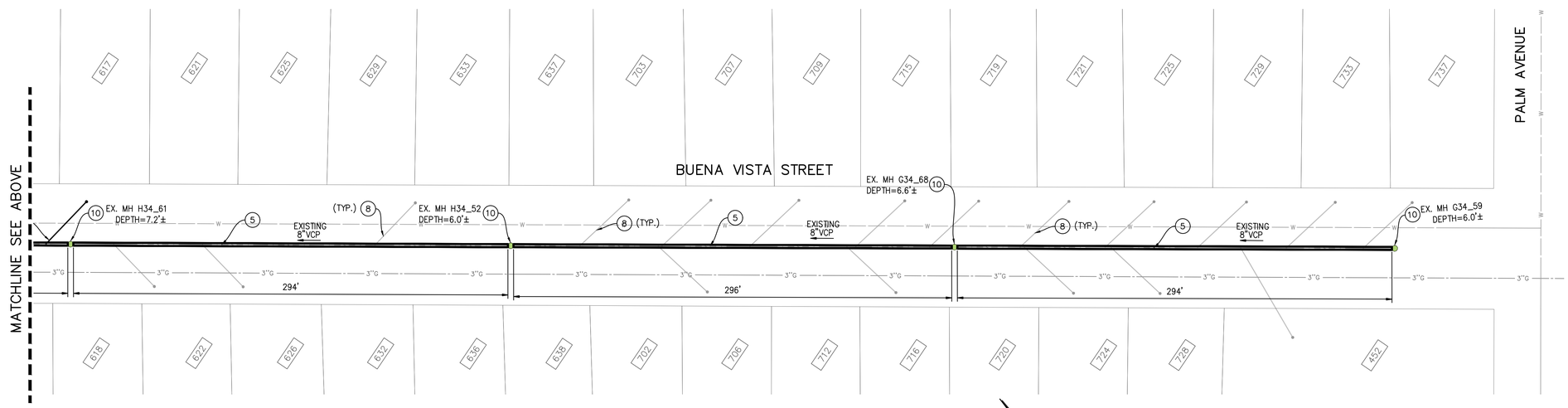

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CONSTRUCTION NOTES

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GRAPHIC SCALE
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REGISTERED PROFESSIONAL ENGINEER
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NO. C93200
CIVIL
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CITY OF REDLANDS
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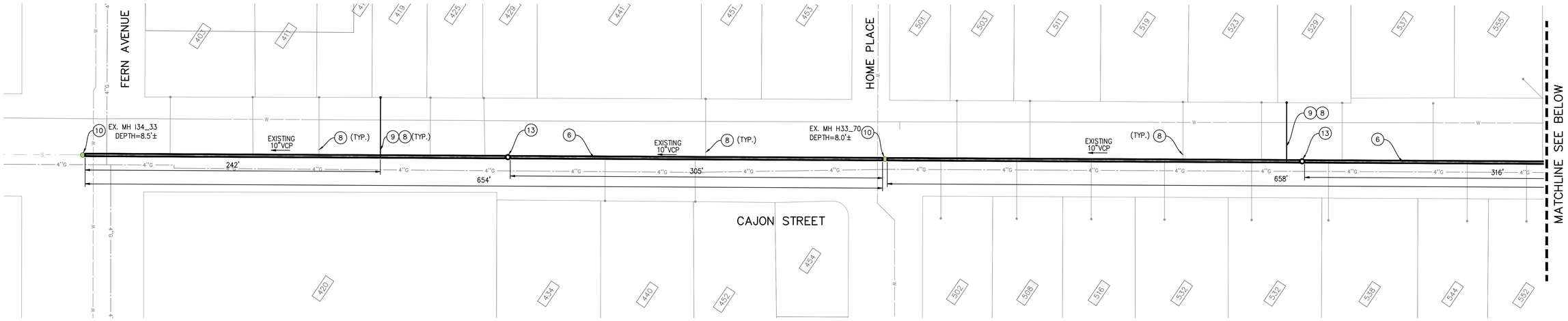

CAJON STREET
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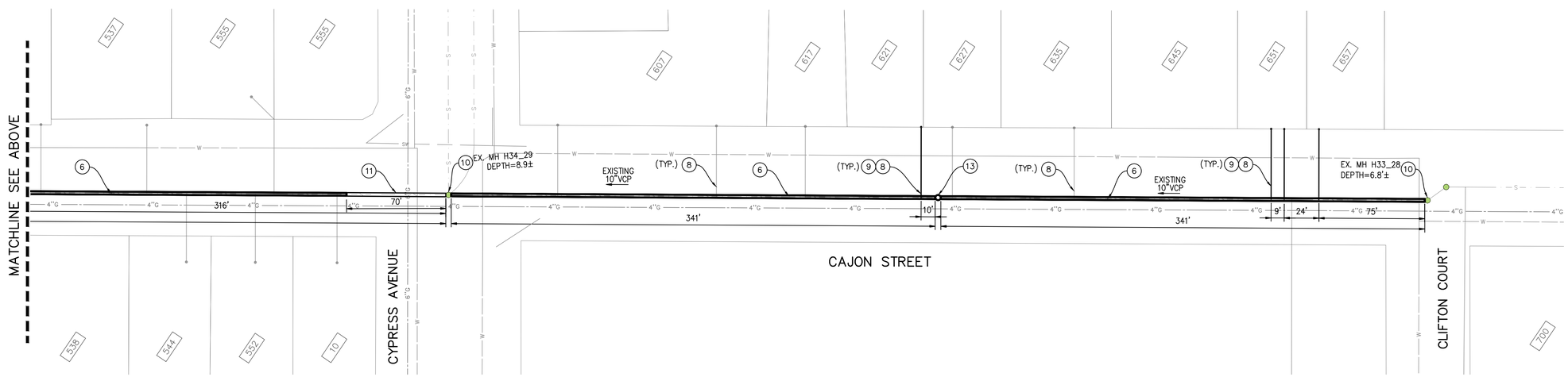

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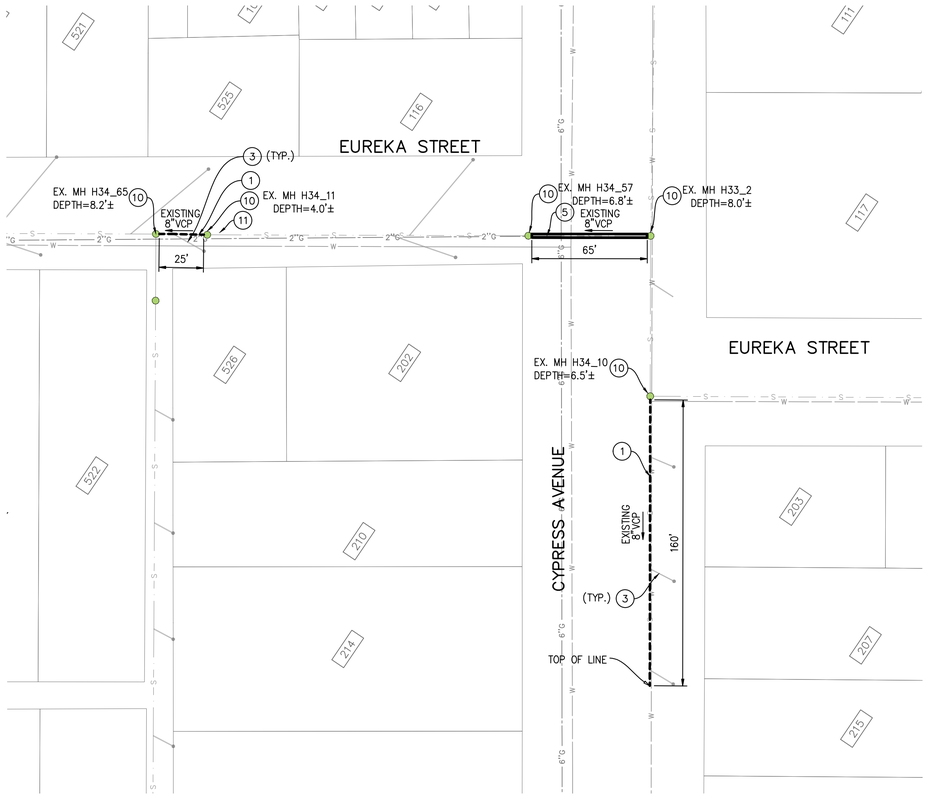

EUREKA STREET & CYPRESS AVENUE

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Checked by: GKD
Date: 04/2024
Drawn by: JS
Date: 04/2024
Checked by: GN
Date: 04/2024

Reviewed By: 4/23/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 4/23/2024
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

Sheet 12 of 12 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

F-1873

\\FILES\Engineering\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2023 CIP Sewer Pipeline Replacement\6 DESIGN\F-1873 2023 SEWER PLAN.dwg

Letter	Description	Date	Initial	Initial	Initial

Revisions

BENCHMARK

NONE REFERENCED

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

*** * * * * * * NOTE: * * * * * * ***

ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

*** * * * * * * NOTE: * * * * * * ***

SEWER LATERAL LOCATIONS SHOWN ON PLANS ARE INTENDED FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION AND DEPTH OF ALL SEWER LATERALS PRIOR TO START OF CONSTRUCTION AT EACH LOCATION. ALL LATERALS FOUND DURING CONSTRUCTION SHALL BE CONSIDERED ACTIVE AND REPLACED PER DETAIL PROVIDED.

CALL BEFORE YOU DIG

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1-800-227-2600

TWO WORKING DAYS BEFORE YOU DIG

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

2023 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521030

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

APRIL 2024

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

2023 CIP SEWER PIPELINE REPLACEMENT PROJECT PROJECT NO. 521030

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

APRIL 2024

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2023 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521030

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NOTICE INVITING SEALED PROPOSALS (NIB)
For
2023 CIP SEWER PIPELINE REPLACEMENT PROJECT
Project No. 521030

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 **May 14, 2024**, up to the hour of **2:00 p.m.,** at which time they will be opened and publicly read. Bids shall be marked: **BID FOR: 2023 CIP SEWER PIPELINE REPLACEMENT PROJECT, Project No. 521030.**

The City Council of the City of Redlands reserves the right to reject any and all Bids, to waive any irregularity, and award contracts in the best interests of the City.

The City of Redlands utilizes PlanetBids, a web based bid management service to manage request for bids. PlanetBids does not charge a fee to access and view current project 'Request for Bids"; however, they require potential contractors, subcontractors and suppliers to provide contact information in order to download files, receive addendum notifications and to receive automatic updates or revisions to projects. PlanetBids can be accessed through the City of Redlands website at http://www.cityofredlands.org/RFP.

Proposals (Bids) shall be executed on the separately bound forms included within the "Bid Submittal Package" in accordance with the instructions contained therein.

Bid security, in the form of a cashier's check, a certified check made to the order of the City of Redlands, or a Bidder's Bond, and in an amount not less than ten percent (10%) of the amount of the Bid is required to be submitted with each Bid. Said check or bond shall be given as a guarantee that the bidder will enter into contract with the City of Redlands if awarded the work, and will be declared forfeited if the selected bidder fails to enter into contract within fourteen (14) days after Notice of Award.

The Bidder to whom award is made will be required to furnish a Labor and Material Bond and a Faithful Performance Bond each in an amount of 100% of the Bid amount, from surety company satisfactory to the City of Redlands.

Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

Pursuant to provisions of Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance of the work.

Pursuant to the provisions of Section 3300 of the California Public Contract Code, Bidders shall be licensed as "Class A or "Class C-34" and provide their California State Contractor's License numbers

to the City. In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All terms and conditions contained in the Contract Documents including the Instructions to Bidders shall become a part of the Contract. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of Bid Opening.

All questions related to this project shall be directed to Johana Silva, Project Manager, at 909-798-7584 Ext 7. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any products be considered for approval prior to award of the Contract. Changes, if any, will be made by addendum prior to opening of Bids.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA.

Jeanne Donaldson
City Clerk, City of Redlands

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
2023 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521030

Bids to receive consideration shall be made in accordance with the following instructions:

1. PROPOSALS:

a. Bids shall be made upon the form of proposal furnished by the City. All Bids shall be properly executed with all items filled in; the signatures of all persons signing shall be in longhand. If the unit price and the total amount named by a Bidder for any item are not in agreement, the unit price shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the sum of the individual bid item's and the total amount named by a Bidder are not in agreement, the sum of the bid item's shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the total price written in words and the total price written in figures are not in agreement, then the total price written in words will be considered as representing the Bidder's intention, and the totals will be corrected by the Engineer to conform thereto.

b. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete Bids, erasures, or irregularities of any kind. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

c. Bids shall be accompanied by a cashier's or a certified check or Bidder's admitted corporate surety bond, in an amount not less than ten percent (10%) of the bid, made payable to the City of Redlands. Said check or bond shall be given as a guarantee that the Bidder will enter into a contract if awarded the work. In the case of refusal or failure to enter into said Contract, within fourteen (14) days after Notice of Award by the City in writing, the security shall be applied by the City to the difference between such bid and next lowest acceptable bid and surplus, if any, shall be returned to Bidder if cash or check is used, or to Surety if bid bond is used.

d. Before submitting a bid, Bidders shall carefully examine the Plans; read the Specifications; read all other Contract documents; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and include in the bid a sum to cover the cost of all items included in the Contract. No allowance will be made due to lack of examination or knowledge. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality and scope of work to be performed; the quantities of materials to be furnished; and as to the requirements of the Bid Proposal, plans and specifications.

e. Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

f. The bid must be submitted on or before the date and time specified in the Notice Inviting Sealed Proposals (Bids). The bid shall be submitted in a sealed envelope marked in the lower left corner as follows:

BID FOR: 2023 CIP SEWER PIPELINE REPLACEMENT PROJECT, PROJECT NO. 521030

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.

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   - $1 Million Policy Limit for Bodily Injury by Accident
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d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5. LICENSES AND PERMITS:

No bid will be accepted from a Contractor who is not licensed in accordance with the law under the provisions of Division III, Chapter 9 of the Business and Professions Code of the State of California.

The Contractor shall, at the time of bid opening, possess a valid "Class A" or "Class C-34" Contractor's license, and provide its California State Contractor's License number to the City.

All subcontractors listed at the time of bid opening shall possess a valid Contractor's license for the work in which they are specified to complete within the Bid Submittal Package.

The Contractor shall, prior to Notice to Proceed, procure all other permits and licenses as stipulated in the GENERAL CONDITIONS.

In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015 or awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors shall submit proof of registration status with their bid submission to the City of Redlands. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. SUBSTITUTION OF SECURITIES:

In accordance with applicable provisions of State law, the Contractor will be permitted to substitute qualified securities in lieu of retention of withheld progress payments by the Owner.

7. SUBCONTRACTORS:

Pursuant to Section 4105 of the California Public Contract Code, the bidder may not circumvent the requirement to list subcontractors by the device of listing one subcontractor, who in turn sublets portions constituting a majority of the work covered by the contract.

A. Pursuant to California Government Code section 4106, subcontractors who will perform work or labor or render services in an amount in excess of one-half of one percent of the Contractor's total bid shall be set forth in a list of subcontractors within the bid documents. Such list shall be accompanied by an experienced statement with pertinent information regarding similar projects and other evidence of qualifications for each such subcontractor, supplier, individual, or entity if requested by City. If City or engineer, after doing an investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, City may, before the notice of award is given, request the apparent successful bidder to submit a substitute, without an increase in the bid.

B. If the apparent successful bidder declines to make any such substitution, City may award the contract to the next lowest bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities declining to make the request and substitutions will not constitute grounds for forfeiture of the bid security of any bidder. Any subcontractor, supplier, individual or entity so listed and against which City makes no written objection prior to the giving of the notice of award will be deemed acceptable by City subject to verification of such assessments after the effective date of the agreement as provided herein.

8. NON DEBARRED CONTRACTORS AND SUBCONTRACTORS

The Contractor and all of its subcontractors shall, at the time of bid opening and for performance of this public works contract, be non-debarred contractors and not be ineligible Contractors pursuant to Public Contract Code section 6109 and Labor Code sections 1777.1 and 1777.7.

9. LABOR LAW REQUIREMENTS

Prior to the start of construction, the Contractor and each subcontractor shall submit to the City an executed Checklist of Labor Law Requirements, included within Appendix A, certifying that each Contractor and Subcontractor will comply with the foregoing Labor Law requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

By submitting a bid, the prime contractor and subcontractors involved in this project assure that they intend to comply with the labor law requirements noted within Appendix A, fully understanding that failure to comply may subject them to penalties as noted.

10. BID PROTEST PROCEDURES

Any bid protest must be in writing and received by the City Clerk's Office at 35 Cajon Street, Suite 4, Redlands, CA 92373, before 5:00 p.m. no later than two working days following the bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

10.1 General. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section, a "working day" means a day that City is open for normal business, and excludes weekends and holidays as observed by the City.

10.2 Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

10.3 Copy to Protested Bidder. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending on the outcome of the protest.

10.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by the City Clerk's Office before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

10.5 Copy of Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

10.6 Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

10.7 Right to Award. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Contract notwithstanding any pending or continuing challenge to its determination.

PROPOSAL

TO: THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA herein called the "City".

Pursuant to and in compliance with your Notice Inviting Bids, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and with the plans thereto, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract, and complete in a workmanlike manner, all of the work covered by the contract in connection with the City's Project identified as

2023 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521030

NOTE: Bidders must bid each item in this schedule. All entries in the entire PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

BID SCHEDULE

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
1	Mobilization (Maximum 5% of Total Base Bid Price)	LUMP SUM	N/A	$_____
2	Traffic Control	LUMP SUM	N/A	$_____
3	Erosion Control Plan	LUMP SUM	N/A	$_____
4	Survey	LUMP SUM	N/A	$_____
5	Remove and Replace with 8" SDR 35 PVC Pipe	5,930 LF	$_____/LF	$_____
6	Remove and Replace with 12" SDR 35 PVC Pipe	1,031 LF	$_____/LF	$_____
7	Reconnect Service Laterals	198 EA	$_____/EA	$_____
8	CIPP 6" Pipe	203 LF	$_____/LF	$_____
9	CIPP 8" Pipe	6,015 LF	$_____/LF	$_____
10	CIPP 10" Pipe	4,012 LF	$_____/LF	$_____
11	CIPP 12" Pipe	939 LF	$_____/LF	$_____

BID SCHEDULE (CONTINUED)

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
12	Reestablish Lateral Connections following CIPP	319 EA	$_____/EA	$_____
13	Removal of Protruding Lateral for CIPP	44 EA	$_____/EA	$_____
14	6"/8"/10"/12" Spot Repair	115 LF	$_____/LF	$_____
15	Remove Existing Manhole	4 EA	$_____/EA	$_____
16	Construct 48" Manhole	14 EA	$_____/EA	$_____
17	Flow Bypass	LUMP SUM	N/A	$_____
18	Testing of CIPP Liner	5 EA	$_____/EA	$_____
19	Demobilization	LUMP SUM	N/A	$_____
20	Unforeseen work not covered within all other bid items	LUMP SUM	N/A	$ 200,000.00
			BID SCHEDULE TOTAL PRICE	$_____

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

BID SCHEDULE TOTAL PRICE: $_____

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: _____

_____

_____

* Provision is made here for the Bidder to include an addition or deduction in its bid, if it wishes, to reflect any last-minute adjustments in prices. The addition or deduction, if made, will be proportionately applied to the Progress Payments total for the respective item in the Schedule of Prices, the amount being added or deducted for each monthly payment. The unit prices entered in the Schedule of Prices will not be affected.

LOW BID DETERMINATION:

The low bid will be determined pursuant to Public Contract Code Section 20103.8 as the lowest bid price on the Bid Schedule Total Price on page BD 11. A responsible bidder who submits the lowest bid as determined by the above method shall be awarded the contract, if it is awarded, by the City Council of the City of Redlands.

ADDENDA

Receipt of the following addenda is hereby acknowledged and the same is included in the Bid Price:

Addendum #1_____ (initials) Addendum #2_____ (initials) Addendum #3_____ (initials)

Addendum #4_____ (initials) Addendum #5_____ (initials) Addendum #6_____ (initials)

ATTEST: (if Corporation)

(Corporation Seal)

_____	_____
Company Name	Signature
_____	_____
Address	Name
_____	_____
City, State, Zip	Title

BID CERTIFICATION

The undersigned certifies that they are familiar with the various State and local laws affecting labor, length of working days, employer's liabilities, Sunday work, alien labor, domestic materials, Subcontractors, etc.

It is understood and agreed that the work under the contract will be commenced by the undersigned Bidder, if awarded the contract, within ten (10) calendar days from the date in the Notice to Proceed and will be completed by the Contractor in the time set forth in the **CONTRACT**.

Enclosed find Bidders bond or certified or cashier's check No. _____ on the _____ Bank, in the amount of _____ _____ which is not less than ten percent (10%) of the Bid submitted by the undersigned, made payable to the City of Redlands, California and which is given as a guarantee that the Bidder agrees that in case of their default in executing said contract with necessary bonds, the bond or check accompanying this Bid and the money made payable shall become and remain the property of the City of Redlands.

It is understood and agreed that the City of Redlands has the right to waive defects or irregularities and to accept or reject any or all Bids. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of the Bid Opening except as allowed by the California Public Contract Code.

The following information, required by State law under penalty of perjury, is true and correct. Failure to complete this information renders the bid non-responsive, and the bid must be rejected.

_____	_____
Company Name	Signature
_____	_____
Address	Signatory's Title
_____	_____
City, State, Zip	State License Number and Class
_____	_____
Telephone Number	License Expiration Date

Dated this _____ day of _____, 20___.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the PROJECT NO. 521030.

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. 521030 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. 521030, 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. 521030 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 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: **2023 CIP SEWER PIPELINE REPLACEMENT PROJECT**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **2023 CIP SEWER PIPELINE REPLACEMENT PROJECT, PROJECT NO. 521030** (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 ninety (90) working days as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in

addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
2023 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521030

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)

_____
(Contractor)

_____
(Signature)

(Seal and Notarial Acknowledgment of Surety)

(SEAL)

_____
(Surety)

BY: _____
(Signature)

Address:_____

_____

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 **2023 CIP SEWER PIPELINE REPLACEMENT PROJECT, PROJECT NO. 521030** 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: ( )_____

GENERAL CONDITIONS
(GC)

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GENERAL CONDITIONS

The Standard Specifications for Public Works Constructions, 2021 Edition (Greenbook), together with supplements as published by Building News, Inc., are modified herein and comprise the Standard Specifications. For convenience, the section and subsection numbering system used in these modifications correspond to those used in the Greenbook. Unless specifically deleted or modified herein, all requirements of the Greenbook shall prevail.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Agency - *Amend as follows:*
"The legal entity (City) for which the Work is being performed."

Bidder - *Amend as follows:*
"Any individual, firm, partnership, corporation, or combination thereof, licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, submitting a Bid for the Work, acting directly or through a duly authorized representative."

City. The City of Redlands, San Bernardino County, California, being the legal entity for which the Work is being performed. Also referred to as Agency or Owner.

City Council. The City Council of the City of Redlands, San Bernardino County, California, being the body authorizing entrance into legal agreements and allowing work in public right-of-way or on public property controlled by the City of Redlands. Also referred to as Board.

Engineer - *Amend as follows:*
"The City Engineer of the Agency, or other person designated by the City Engineer, acting either directly or through authorized agents."

Fabricated. An item specifically assembled or made out of selected materials to meet individual design requirements.

Guarantee. See Warranty.

Laboratory. The designated laboratory authorized by the City of Redlands to test materials and work involved in the Contract.

Manufactured. A standard mass-produced unit or item meeting design requirements.

Owner. The City of Redlands, San Bernardino County, California.

Pavement. The uppermost layer of material placed on the traveled way or shoulder. Also referred to as surfacing.

Rain Day. A scheduled working day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to adverse weather-related conditions that cause the Contractor to dismiss the crew.

Street - *Delete and replace with the following:*
"Any road, highway, parkway, freeway, avenue, street, lane, alley, crossing, intersection, court, place, circle, walk, way, or any public right-of-way within the jurisdiction of the Agency."

Surety - *Delete and replace with the following:*
"An admitted corporate surety as listed by the United States Department of Treasury and duly licensed to conduct business in the State of California and County of San Bernardino and acceptable to the City of Redlands, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred."

Warranty. An extended insurance by the Contractor, of any product or item of work installed as a part of this project for replacement and/or repair for the time period specified, including but not limited to, all parts, labor, materials, tools, equipment costs, etc. necessary for the product or item of work to be in proper and acceptable working condition after completion of the project. For the purposes of this Contract, the period of coverage shall begin on the date of the Notice of Completion filed by the Owner.

Working Hours. Unless specified otherwise, working hours shall be from 7:00 AM to 4:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays, as shown on the current year Construction Schedule, are excluded unless authorized by the City.

1-7.2 CONTRACT BONDS. - *Add the following sentence to paragraph 1:*
The warranty provisions set forth in Section 7-18 shall be secured by the Contract Performance Bond required under this section and said Bond shall remain in full force and effect for a period of one year from the date of completion as specified in the Notice of Completion.

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS. - *Amend the following:*

Amend the first sentence of paragraph 1 as follows:
"The Contractor will obtain all permits necessary to perform the work in streets, highways, railways or other rights-of-way."

Add the following sentence between the first and second sentences of paragraph 1:
For all work within Caltrans right-of-way, the Contractor shall obtain their own Caltrans Encroachment Permit and pay all necessary permit and inspection fees as required by Caltrans.

Add the following paragraph:
The Contractor shall, prior to the start of work, procure all permits and licenses, including but not limited to, a City Business License for itself, subcontractors, and all parties performing actions associated with this contract within the City of Redlands, City Truck Route Permit, City Street/Lane Closure Permit, City Encroachment Permit, USA Verification Number, DOSH Excavation Permit, other permits required by agencies and/or utilities having jurisdiction on the work, pay all charges and fees required by the City, other agencies and utilities, and give all notices necessary and incidental to the due and lawful prosecution of the work. All City permits associated with this project are no fee to the Contractor.

SECTION 3 - CONTROL OF THE WORK

3-7 CONTRACT DOCUMENTS.

3-7.1 General. – *Add the following paragraphs:*
Contractor's working drawings or plans for any structure not included in the plans shall be approved by the Engineer before any work is performed. It is mutually agreed that approval by the Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of their working plans with the approved plans and specifications.

Finished surfaces in all cases shall conform with the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans will be determined by the Engineer and approved in writing. In the event of a discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

Should it appear that the work to be done or any matter thereto is not sufficiently detailed or explained by the plans and specification, the Contractor shall apply to the Engineer for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the Contract so far as may be consistent with the intent of the original plans and specifications.

3-7.1.1 Preconstruction Meeting. The Contractor to whom the contract is awarded, and all his major subcontractors, shall attend a pre-construction meeting. The time and location of said meeting will be set by the City. Contractor will be given adequate notice of such meeting. It shall be the Contractor's responsibility to notify his subcontractors of the time and location of the meeting. All submittals as required under the General Requirements shall be submitted by the Contractor at the time of the meeting.

The Contractor will be provided with an electronic (.PDF file) of the conformed plans and specifications for their use throughout the project. Contractor is responsible for all costs of reproduction.

Progress meetings will be scheduled by the City. The Contractor will be given at least five working days notice of the time and location of said meetings. The Contractor has the responsibility of notifying his subcontractors, suppliers, and fabricators of the time and location of said meetings. Meetings will be held either at the job site, at the offices of the City of Redlands, or at any other

location approved by the City. The Contractor may request, in writing, that a meeting be held. The City will schedule a meeting at the Contractor's request not more than five working days after receiving said written notice.

3-7.2 Precedence of Contract Documents. – *Replace paragraph 2 with the following:*
The precedence shall be (A. being highest, O. being lowest):

A. Permits from other Agencies as may be required by law.
B. Change Orders.
C. Contract.
D. Addenda.
E. Bid Schedule/Proposal.
F. General Requirements.
G. Technical Specifications.
H. Plans.
I. MUED General Permit Conditions and Trench Specifications.
J. City of Redlands Water & Sewer Systems Standard Specifications.
K. General Conditions.
L. City of Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements and all Supplements
M. Standard Specifications for Public Works Construction (SSPWC), 2018 Edition
N. Standard Plans for Public Works Construction, 2012 Edition
O. Reference Specifications.

3-8.7 Record Drawings. The Contractor shall maintain at the job site, a set of record drawings for the work showing: exact location information of all existing underground utilities encountered, final locations determined in the field, any deviations from the plans and specifications and new work performed within the work area; and all differences between the work as drawn and as installed for all concealed work as well as work added which is not shown on the drawings. Concealed work shall mean all work installed underground or in an area which cannot be readily inspected by use of access panels, inspection plates or other removable features. When vacuum excavation (potholing) services are required, contractor to provide report that identifies depth and alignment of underground utilities.

These record drawings shall be kept current and legible, and shall be available for inspection at all times by the Engineer, Architect and Contractor. All information, changes in the work or work added on these record drawings shall be marked in red. All markings shall use the same legends that are used on the drawings. Indicate locations by exact dimensions and elevations. Give dimensions and elevations from a permanent reference point and prepare all changes to scale.

At the end of construction, the contractor shall prepare one set of marked-up prints of the record drawings indicating any and all revisions and changes to the drawings reflecting As-Built conditions. The drawings shall also contain a listing of all subcontractors who worked on the construction project. The As-Built drawings will be submitted to the Municipal Utilities and Engineering Department for review and approval by the City Inspector and Engineer.
The design engineer or City staff shall prepare the final As-Built drawings for record purposes in one of the following two ways: (1) Check out the original drawings from the City and manually revise the

drawings to reflect the As-Built condition; or (2) Re-plot the original drawings electronically on 4 mil mylars and make revisions electronically to reflect the As-Built conditions. The final As-Built drawings will be reviewed and approved by the City Inspector and Engineer

The construction related bonds will not be released by the City until the As-Built drawings are accepted by the Engineer and all City stipulated conditions for the release of the bonds have been satisfied.

3-10 SURVEYING.

3-10.3 Line and Grade. - *Add the following sentences to paragraph 1:*
All distances and measurements shown are and will be made in a horizontal plane. Construction line and grade staking shall be set at maximum intervals of 25 feet when the grade is 0.50 percent or greater. Construction line and grade staking shall be set at maximum intervals of 12 feet when the grade is less than 0.50 percent.

3-10.4 Permanent Survey Markers.
The Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Profession Code shall be hired as a subcontractor or employed by the Contractor.

3-10.5 Survey Service.
Contractor shall be responsible for: furnishing all surveying and staking, horizontal and vertical, as shown on the plans and in accordance with the specifications; furnishing all staking for sub-grade and base course grades per typical sections; replacing any existing monuments and ties which have been destroyed by construction; identifying, locating and tying out all monuments and ties necessary within the work area; and shall reinstall all disturbed monuments and ties, supplying the Engineer with copies of monument and tie sheets recorded with the County Surveyor in accordance with applicable State law. Monuments shall be approved by the Engineer.

Surveying and staking shall be done by a Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Professions Code.

Unless otherwise specified, stakes will be set and stationed by the Contractor's surveyor for curbs, headers, sewers, storm drains, structures, rough grade and all other staking necessary for the construction of the work. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet to be supplied to the Engineer. The Contractor shall dig all holes necessary for line and grade stakes.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.2 Acceptance. - *Add the following paragraphs:*
The Contractor shall submit written assertion that the work has been completed prior to the Engineer making final inspection. The Engineer will have 48 hours to inspect the work. If the Engineer determines that the work is not complete, written notice will be given.

Until final acceptance of work by the Engineer, the Contractor shall have charge and care thereof from damage caused by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

All work which has been rejected shall be remedied or removed and replaced by the Contractor at their expense with work conforming to the plans and specifications. Any defective material or workmanship which may be discovered before final acceptance or within one year from the date of final acceptance shall be immediately corrected by the Contractor at their expense, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver a complete, operational project that complies in all details with these specifications, at the time of final acceptance.

Any omission or failure on the part of the City to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed as acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The City will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the City is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

Nothing in this section shall be construed to limit the rights of the City to immediately correct conditions which are unsafe or which pose a public health nuisance. Should said corrections later be found to be caused by defective material and/or workmanship, the Contractor and their surety shall reimburse the City for costs reasonably incurred while attending the situation.

In the event it is necessary for the City to file suit to enforce any liability of the Contractor pursuant to this Section, the City shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees including reasonable attorneys' fees incurred by the City in successfully enforcing the Contractor's obligation, all to be taxed as costs and included in any judgment rendered.

3-13.3 Warranty. - *Amend the following:*

Amend the first sentence of the paragraph 3:
"The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence from the date of the final acceptance, except where longer warranty periods are specified."

Add the following paragraphs:
All start-up and testing shall be complete, approved and accepted before final acceptance, substantial completion, or beneficial occupancy.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the specifications or by law. The remedies provided herein shall not be exclusive and the City shall be entitled to any and all remedies provided by law.

3-14 INSPECTION.

The Contractor shall notify the Engineer at least 24 hours in advance before inspection is required. Whenever the Contractor varies the period during which work is carried on each day, due notice shall be given to the Engineer so that proper inspection may be provided. Varied working hours may be allowed only upon written authorization from the Engineer.

Work financed in whole or in part with funds from another public entity or performed within the jurisdiction of another public entity shall be subject to inspection at all times by authorized representatives of that entity.

The work shall be ready for inspection, whether by City, other public entities or independent testing laboratories, at the scheduled times arranged by the Contractor. If, in the City's sole judgment, the work is not ready and the inspection must be rescheduled, the Contractor shall be notified. The Contractor shall reschedule the inspection and provide the proper 24 hour notification for the rescheduled inspection. Any costs incurred by the City for rescheduled inspections shall be reimbursed prior to the release of Bonds.

In order to allow for inspection, the Contractor shall notify the City's inspector sufficiently in advance of the permanent concealment of any materials or work. The City's inspector shall make the appropriate notifications to other public entities and independent testing laboratories for inspections. All inspections required in the specifications for this project shall be coordinated through the City's inspector.

If any work is concealed or performed without the prior notice specified, the work shall be subject to such tests or exposure as may be necessary to prove to the City, Architect and Engineer, that the materials used and the work performed are in conformity with the drawings and specifications. All labor, tools, materials and equipment necessary for exposing and testing shall be furnished by the Contractor at their expense. The Contractor shall replace at their expense, any materials or work damaged by exposure or testing.

Overtime inspection may be requested by the Contractor. Overtime inspection includes but is not limited to, any hours worked outside of the inspector's normal working hours including weekends and holidays. Such requests shall be on a case-by-case basis as determined by the Engineer. If the Engineer so determines and approves, overtime inspection shall be paid for by the Contractor at the current City billing rate at the time of request or as billed by other public entities or independent testing laboratories. Any costs incurred by the City for overtime inspection shall be reimbursed prior to the release of Bonds.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL. - *Delete and replace with the following:*

Should any work performed or material furnished under the Contract prove defective or not in accordance with the Plans and Specifications and in the opinion of the Engineer such defect is not of sufficient magnitude or importance to make the work dangerous or unusable, or if the removal of such work is impracticable or will create dangerous or undesirable conditions, the Engineer at his discretion shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefore in the payment due the Contractor as may be just and reasonable.

4-1.1 Warranty of Title. No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials supplied and equipment installed and incorporated in the work and agrees, upon completion of all work, to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Owner.

4-1.2 Clayton Act. In submitting a bid to the City, if the bid is accepted the Contractor agrees it will assign to the City all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 [commencing with Section 16700] of Part 2 Division 7 of the Business and Professionals Code), arising from purchases of goods, materials, or services by the Bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITES

5-1.1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

A noise level limit of 86 dbA at a distance of 15 m (50 feet) shall apply to all construction equipment on or related to the work whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

5-1.2 General.

The enclosed toilets required by this section shall be located within an approved yard, if one is acquired by the Contractor. If a yard is not acquired by the Contractor or the project is not within a City owned property, the toilets must be installed on a trailer and removed from the jobsite each day. At no times shall toilets be stored within the public right of way outside of working hours.

5-3 LABOR. - *Amend the following:*

5-3.1 General. - *Add the following paragraphs:*
Employment of apprentices are required on projects of $30,000 or more. Provisions in Sections 1777.5 of the California Labor Code fixes responsibility of compliance with that section for all apprenticeable occupations with the Contractor. Section 1777.5 provides that the Contractor and every Subcontractor shall submit contract award information to the applicable joint apprenticeship committee. One apprentice hour for every five journeymen hours worked is the minimum State requirement applicable to each apprenticeable trade. Section 1777.7 of said Labor Code provides that the Contractor shall forfeit as a civil penalty the sum of one hundred dollars ($100.00) for each calendar day of noncompliance with provision of said Section 1777.5.

The Contractor will observe all applicable health and safety requirements, including, but not limited to the California and Federal Occupational Safety and Health Acts. The Contractor shall submit for review by the City a Site Specific Health and Safety Plan prior to the commencement of construction activities. This Plan shall meet or exceed the requirements of 29 CFR 1910.120.

5-3.2 Prevailing Wages. - *Add the following paragraphs:*
Contractors are hereby notified that pursuant to Section 1770 of the Labor Code of the State of California, the City Council of the City of Redlands, California, by Resolution No. 2326, has ascertained the general prevailing rate of hourly wages and rates for legal holidays and overtime work in the locality where this work is to be performed, for each craft or type of workman or mechanic needed to execute the Contract which will be awarded to the successful Bidder. The Contractor shall comply with Sections 1770 to 1780 inclusive of the Labor Code and Master Labor Agreement of Southern California.

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this Contract in full less legally required deductions and also deductions made pursuant to the regulations prescribed under the so-called "Kick- Back Statute" (48 Sta. 948; U.S.C. 875; 40 U.S.C. 276c).

In accordance with Section 1775 of the California Labor code, Contractor shall forfeit to City, as a penalty, a minimum of $40 for each day, or portion thereof, and a maximum of $200 for each day, or portion thereof, for each worker paid, either by Contractor, or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.

Contractor further agrees to fully comply with all applicable provisions of the California Labor Code including but not limited to Sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Failure to abide by prevailing wages and laws by Contractor will be enforced.

The Contractor or subcontractor shall, as a penalty, to the State or political subdivision on whose behalf the contract is made or awarded forfeit twenty-five ($25) dollars for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any calendar work in violation of Labor Code section 1813.

5-3.3 Payroll Records. – *Delete and replace with the following*:

The contractor and subcontractors shall submit electronic certified payroll on a weekly basis to the City of Redlands through LCPtracker. LCPtracker is a web-based labor compliance management system. The Prime Contractor and Subcontractors and lower-tier Subcontractors will receive an email from LCPtracker providing their log-on identification and temporary password. The Contractors will need to follow the instructions in the email to set-up their permanent password and activate their account. Once their account is setup, LCPtracker Inc. provides either computer based or web based training. Training can be accessed via the "Book Now" button located under the "Projects" tab. The prime contractor shall submit their certified payroll, along with any subcontractor who is performing any labor, on a weekly basis. The prime contractor is responsible for all communication with their subcontractors and shall submit their subcontractor's certified payroll as part of their weekly payroll packet. All labor compliance correspondence and submissions will be made through the LCPtracker software.

All certified payroll shall be submitted no later than 7 days from the close of the pay period. The payroll records shall set out accurately and completely the name, social security number, classification and hourly wage rate of each employee, hours worked by employee during the payroll period and a full weekly wages and the actual weekly wages paid to the employee. Such certified payroll records shall be made available at all time for inspection by the City, the Department of Industrial Relations, the Department of Labor or authorized representatives within ten days of request. The contractor and subcontractor shall preserve weekly payroll records for a period of three (3) years from the date of completion of the Contract. In case on noncompliance with said Section 1776 and after a ten-day period following receipt of written notice, the Contractor shall forfeit to the California Department of Industrial Relations one hundred dollars ($100.00) for each calendar day or portion thereof, for each worker in non-compliance, until compliance is effectuated.

In order to meet labor compliance requirements, all contractors will be required to complete eDocuments which are accessed, submitted and approved through LCPtracker. All eDocuments are required to be signed by an owner/officer or authorized signer. The Prime Contractor and each Subcontractor and every lower-tier Subcontractor and any Vendors subject to this provision shall comply with Title 8, Section 16404 of the California Code of Regulations.

A Fringe Benefit Statement shall be submitted with the first payroll and is required for both the prime contractor and any subcontractors. A new Fringe Benefit Statement will be required when general determinations are issued in February and August. Please refer to the DIR website for additional details. Any weeks where no work was performed must be represented by the submittal of a Statement of Non-Performance covering the 7 day pay period where no hours were worked on the site. Final payroll on the project should state "Final" on the certified payroll, and must be marked as such in the LCPtracker system.

Failure by the Contractor to comply with the aforementioned requirements shall result in withheld progress payments until such time certified payroll documents have been received, reviewed, and accepted by the City. The City reserves the right to seek assistance from the State Department of Industrial Relations in determining the acceptability of certified payroll submittals before release of withheld progress payments. Prior to the release of retention monies, all certified payroll must be submitted on the project and any outstanding issues that may have occurred throughout the project must be resolved.

5-4 INSURANCE. - *Delete Section 5-4.1, Section 5-4.2 and replace with the following:*
Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Designated Insurance Requirements shown below.

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. <u>Commercial General Liability</u>
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory

- If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
- If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
- $1 Million Combined Single Limit
  - City listed as an Additional Insured on the coverage
  - Must include liability arising from all owned, leased, hired, and non-owned autos
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
- If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
- $5 Million Per Occurrence/ Aggregate
  - City listed as an Additional Insured on the coverage
  - Coverage is primary and non-contributory
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
- $1 Million Per Occurrence for Bodily Injury by Accident
- $1 Million Each Employee for Bodily Injury by Disease
- $1 Million Policy Limit for Bodily Injury by Accident
  - Waiver of Subrogation in favor of City
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
- Required of Projects that involve Demolition and/or Excavation Activities
- $1 Million Per Occurrence/ $2 Million Aggregate
- City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5-4.3 Worker's Compensation Insurance. - *Delete and replace with the following:*

A. Contractor shall have worker's compensation and employer's liability insurance in force throughout the duration of the contract in an amount which meets the statutory requirement with an insurance carrier acceptable to the City. The insurance policy shall include a provision prohibiting cancellation of said policy except upon forty-five (45) days prior written notice to City. Certificates of Insurance shall be delivered to the City at the time of the Contractors' execution of the agreement.

B. Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

5-6 PATENT FEES OR ROYALTIES. *Delete and replace with the following:*
The Contractor shall include in its Bid the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The Contractor shall indemnify and hold the City

harmless from any legal action that may be brought for infringement of patents. The Contractor's attention is directed to "Notice of Patents, Data, and Copyright Regulations" of the Federal Labor Standards.

The Contractor shall bear all costs arising from the use of patented goods and/or processes used on and/or incorporated into the Work. When use of these goods and/or processes is judged to be an infringement and the use is banned, the Contractor, at its own expense, shall, with concurrence of the Engineer, do one of the following:

A. Secure for the City the right to continue using goods and/or processes by suspension of the injunction or by procuring a license(s);

B. Replace said goods and/or processes with non-infringing goods and/or processes;

C. Modify said goods and/or processes so that they become non-infringing; or

D. Remove said goods and/or processes and refund the sum paid therefore without prejudice to any other rights of the City.

The preceding shall not apply to any goods manufactured to the detailed design of the City contained in the Contract Documents.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General. - *Amend the following:*

Add the following sentences to paragraph 1:
Should watering be the sole method utilized for roadway dust abatement purposes, the maximum time interval that shall elapse between applications thereof shall be no greater than 3 hours during normal working day, supplemented by an additional application thereof immediately prior to the conclusion of the workday and at such other times as may be required, including evenings, weekends and holidays as required by the Engineer. Should the Contractor be unable to furnish dust abatement as specified, the City may perform or cause to be performed the necessary service, the expense of which will be deducted from the payment due the Contractor.

Add the following paragraphs:
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during cleanup and dust control operations. Refer to Section 7-8.6.

Compliance with this section is of extreme importance to the City and its citizens. The City may fine the Contractor $1,000 per incident if there are issues with dust, mud, unused equipment or materials and rubbish within the construction area that result in citizen complaints. A 24 hour notice shall be issued to the Contractor and failure to correct the problems will result in the fine being levied. This fine will be in addition to those fines potentially charged for NPDES violations.

5-8 AIR POLLUTION CONTROL.

Dust control shall be performed in accordance with Subsection 7-8 of the Standard Specifications, South Coast Air Quality Management District (SCAQMD) Rule 403, the general Provisions and the following Provision.

Dust resulting from the Contractor's performance of the work, either inside or outside, the right-of-way shall be controlled by the Contractor. Dust control includes the action necessary to prevent, reduce or control dust within the work area as required to complete the work. The Contractor shall carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or causing a nuisance, or harm to persons living nearby or occupying buildings in the vicinity of the work. The Contractor shall control dust 24 hours a day, seven days a week. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any work. The Rule 403 Implementation Handbook published by the SCAQMD, contains a detailed listing of reasonably available dust control measures.

Dust control ordered by the Engineer to be applied on Saturdays, Sundays or holidays will be included in the Contract price for dust control and no additional compensation will be allowed therefore.

The full compensation for all direct and indirect costs incurred for work performed or materials used to control dust resulting from the Contractor's performance of the work and caused by public traffic, either inside or outside the right-of-way shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-9 STORAGE OF EQUIPMENT AND MATERIALS.

The Contractor shall be required to provide and maintain as necessary, any additional property required for storage of equipment, materials, etc., to perform work on this project. Should the additional property be located within the city limits of the City of Redlands, the Contractor shall obtain written approval from the City of Redlands Development Services Department and comply with all conditions set therein prior to use. When private property is used for a yard area, the Contractor shall also secure written authorization from the private property owner and supply a copy of such to the City before any monthly progress payment is submitted. Contractor to propose designated areas of the project site, upon approval by the Engineer, suitable for material delivery, storage, and waste collection.

The Contractor shall ensure the construction yard adheres to all local, State and Federal regulations, ordinances, codes and maintained in a neat and orderly manner throughout the duration of the project. The contractor shall include the construction yard in the Erosion Control Plan or SWPPP and shall be inspected and approved prior to use of the yard. If at any time during the project the location of the construction yard changes from the approved site, the City shall be notified prior to relocation for inspection and approval. Should the Contractor fail to comply with these conditions, the Engineer may suspend the work per SSPWC section 6-3 until the condition is corrected.

At the end of the project or as required, the Contractor shall: clean up and remove all trash and debris, including all organic trash and debris; clean up and remove all hazardous and biochemical wastes from the property to the satisfaction of the agency (City, County, State, or Federal) charged with overseeing these items; and provide to the City a written release from the private property owner that they are satisfied with all clean up and removal work.

5-9.1 Storage in Public Streets.
Construction materials and equipment shall not be stored within public streets or right of way without prior approval from the City. In order to seek approval, Contractor shall submit a location map with all equipment or materials identified including size, duration and any BMP's installed and provide at least 7 days for review by the City.

5-10 WATER POLLUTION CONTROL.

The Contractor shall follow the City's guidelines for Storm Water Pollution Prevention in providing storm water pollution control at the project site, including the implementation of approved Erosion/Sediment Control Plans during construction as well as the implementation of approved Water Quality Management Plans.

Construction activities disturbing 1 acre or more of land shall comply with the State Water Resources Control Board's NPDES General Construction Storm Water Permit. A copy of the Notice of Intent (NOI) to include the Waste Discharge Identification (WDID) number shall be submitted as part of the Storm Water Pollution Prevention Plan (SWPPP) to the Engineer for review. Call (909) 782-4130 for NOI/WDID information.

All projects requiring grading shall submit to the City for review and approval an Erosion/Sediment Control Plan and a Grading Plan. Permit(s) will not be issued until plans are approved and may be revoked if work required in these specifications are not complied with.

Construction sites shall be maintained by implementation of BMPs in such manner that pollutants are not discharged from the site to the maximum extent practicable. A few references available to help with selection and implementation of applicable BMPs are:

1. California Storm Water Best Management Practice Handbook, American Public Works Association, March 1993;
2. The Construction Site Best Management Practices Manual, November 2000;
3. Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual, November 2000;
4. California Regional Water Quality Control Board's San Francisco Bay Region, Guidelines for Construction Projects; and
5. California Regional Water Quality Control Board's San Francisco Bay Region, Erosion and Sediment Control Field Manual, July 1999.

All discharges into the storm drain system are prohibited except for potable water, properly treated discharge, and those discharges specifically approved by the Engineer. The following are some of the prohibited discharges:

1. Discharges that could have an impact on human health or the environment, cause or threaten to cause pollution, contamination, or nuisance;
2. Discharges that exceed any applicable water quality standard contained in a statewide Water Quality Control Plan or local Basin Plan; and
3. Discharges containing hazardous substances equal to or in excess of a reportable quantity listed in Federal regulations 40 CFR, Parts 117 and 302.

Materials that can cause or contribute to pollution or a violation of any applicable water quality standard include, but are not limited to: sediments; solid or liquid chemical spills; wastes from paints, stains, sealants, glues, limes, pesticides or herbicides and wood preservatives or solvents; asbestos fibers, paint flakes or stucco fragments; fuels, oils, lubricants or hydraulic, radiator and battery fluids; fertilizers; vehicle and equipment wash water or concrete wash water; concrete, detergent or floatable wastes; wastes from any engine and equipment steam cleaning or chemical degreasing; and chlorinated potable water line flushings.

Unless exempted or authorized by an NPDES permit, all non-storm water discharges require prior approval by the Engineer or the State Water Resources Control Board with Engineer approval.

During construction, temporary storage of such materials as identified above, must occur in a designated area physically separated from potential storm water runoff, with ultimate disposal in accordance with local, state and federal requirements.

De-watering of contaminated groundwater or discharging contaminated soils via surface erosion is prohibited.

Unless indicated otherwise by the Engineer, all projects, regardless of size, shall submit for review and approval, a Water Quality Management Plan (WQMP). The WQMP shall consist of post construction BMPs which shall remain in effect throughout the life of the facility. Refer to WQMP guidelines.

5-11 TEMPORARY LIGHTS, POWER AND WATER.

Any water drawn from a City fire hydrant shall be via a City owned water meter. Said meter may be obtained from the Municipal Utilities & Engineering Department. Contractor is responsible for payment of a $1200 deposit fee. Said meter shall be returned in a condition like received, less normal wear and tear. All meters are loaned subject to the conditions of the Fire Hydrant Construction Meter Water Service Application. Contractor must provide proposed location of meter and notify Customer Service at (909) 798-7516 each time the meter is relocated during construction. Water reasonably used in connection with the construction contract will be provided at no cost to the Contractor. Water use determined to be wasteful or unreasonable will be charged for at the prevailing rate.

5-12 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall relocate, re-establish, repair or replace all existing improvements within the work limits or right-of-way which are not designated for removal (e.g., sprinkler systems, curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations.

Relocations, re-establishments, repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing or re-establishing existing improvements shall be included in the Bid.

The Contractor shall be responsible for the maintenance of the streets and roadways to be used by public and local traffic through and adjacent to the construction zone, from the date of "Notice to Proceed" until the date of acceptance of the completed construction improvements.

Street maintenance shall include filling of potholes, grading of subgrade and base, replacing signs, installing interim pavement striping and markers on the project streets and other side streets within the construction zone. Street maintenance shall also include sweeping and washing of streets, adjacent and connected to the construction zone on a weekly, or more frequent schedule, to prevent the accumulation of dust, dirt, gravel or other deleterious materials, all as necessary to maintain the construction roadways and adjacent streets in a safe, clean and drivable condition for use by public and local traffic.

Upon request from the City for information pertaining to a claim against the contractor, contractor shall provide a written/email response, including all requested information, within 14 calendar days of City's request. If a response with all requested information is not provided to the City within 14 calendar days, a penalty of $500 per calendar day will be assessed to the Contractor by the City.

5-13 PUBLIC CONVENIENCE AND SAFETY.

5-13.1 General.

The Contractor may be allowed to close the roadway, or a portion thereof, to traffic during normal work hours upon approval from the Engineer. During any closure, the Contractor shall allow access for residents, schools, trash service trucks, churches and businesses within the affected portion of roadway, except as required for construction for a reasonable period of time. The Contractor shall notify residents as noted within Section 5-18.

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the Work Area Traffic Control Handbook (WATCH) prepared by the Southern California Chapter of the American Public Works Association. During adverse weather or unusual traffic or working conditions additional devices shall be placed as directed by the engineer. All traffic signs and devices shall conform to the current State of California, Department of Transportation (CALTRANS), "Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways", unless otherwise approved by the Engineer.

Fences, barriers, lights and signs shall be furnished, erected and maintained as necessary to give an adequate warning to the public at all times that the work is under construction and of dangerous conditions to be encountered as a result thereof, and warning and directional signs shall also be erected and maintained as may be required by the City. Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the following provisions:

1. For placing of barricades - $15.00 per barricade for each day or part thereof.

   For flashers - $15.00 per flasher for each day or part thereof.

   For traffic cones - $7.50 per cone for each day or part thereof.

2. In the event that the services of the Owner are required outside the normal working hours and/or days or items not noted above are furnished by the City, all costs incurred by the City shall be the responsibility of the Contractor.

The Contractor shall relocate, preserve and maintain the visibility of all signs within the project limits which affect the flow of traffic, as directed by the engineer. Any signs that are missing or found damaged shall be replaced immediately by the Contractor at his expense.

The Contractor shall provide and maintain Class II barricades along excavation edges parallel to the flow of traffic at a spacing of twenty-five feet (25'). Class II barricades mounted with flashers shall be installed around work areas in parkways. Class II barricades shall have alternating black and reflectorized white (or yellow) stripes at an angle of 45 degrees. The stripe with shall be four to six inches.

During paving operations barricades may be supplemented with minimum size eighteen-inch (18") high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty-five feet (25"). At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot (5') intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided. "No Left Turn" sign shall be provided wherever required by the Engineer.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator or other vertical obstruction.

A 4 foot wide pedestrian walkway shall be maintained in the parkway area on each side of all streets, unless otherwise authorized by the Engineer. The minimum clearance from: the edge of pedestrian walkways to any traffic lane shall be 5 feet; the edge of pedestrian walkways to any work zone shall be 3 feet; and the surface of pedestrian walkways to any overhead obstruction shall be 7 feet.

The Contractor shall, at the end of each work day, have backfilled, compacted and placed a temporary drivable roadway surface on all work areas within traveled roadways prior to leaving the job site. Failure to comply to the satisfaction of the Engineer shall result in immediate correction by City forces, and all costs shall be borne by the Contractor.

Traffic control devices shall be marked with the Contractor's name as appropriate. At no time shall any traffic control devices marked with companies or agencies other than the Contractor or subcontractors, be utilized within the work area.

All said traffic controls and safety devices shall be maintained in clean condition, with any and all graffiti removed by the end of workday on which the graffiti was first reported to the Contractor.

If the traffic control devices are deemed unacceptable by the Engineer due to being damaged, dirty, or marked incorrectly, the Contractor shall replace the traffic control devices immediately. Should the Contractor fail to furnish traffic control devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the provisions above.

5-13.1.1 Vehicular Access.
At such times as driveways are inaccessible due to the Contractor's work they shall be blocked by two (2) Class II barricades or one (1) Class II barricades and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a delineator at each side.

5-13.1.2 Signage. The Contractor shall furnish, erect and maintain all construction traffic signage as required and specified.

All construction traffic signage shall be in place prior to commencing any work, placed as needed during construction, moved as necessary and removed only upon completion of all work.

All construction traffic signage and controls shall comply with the State of California Manual of Traffic Controls, Warning Signs, Lights and Devices for use in Performance of Work Upon Highways. All construction traffic signage used in the performance of the work shall be a minimum of the encapsulated lens (high intensity) type. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices, telescoping flag trees, flags, signs, markers, portable barriers, flashing arrow signs, changeable message signs, markings and flagging equipment shall be provided and maintained in like new condition.

When a Traffic Signal is constructed as a part of the project, the Contractor shall place and maintain for one calendar month, a message board for each approach leg to a new traffic signal. The message board shall read "CAUTION - NEW TRAFFIC SIGNAL". The one month period shall begin from the day of activation. This requirement may be lessened or waived, on a case-by-case basis, by the Engineer.

The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, including holidays, all said

devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of notice to proceed to the completion and acceptance of the work. Any corrective work required to be performed by City forces shall be charged to the Contractor and paid in full before release of any bonds on the project.

All traffic cones shall be no less than 28 inches in height, except that shorter cones, 12 inches minimum height, may be permitted during striping maintenance operations where the only function of the cone is to separate traffic from the wet paint. All barricades used to delineate traffic at night or placed in or adjacent to the traveled roadway at night, shall be equipped with flashing warning lights.

Channelizers shall be required when lane restrictions, detours or other work conditions need to be maintained for periods longer than normal work hours. Channelizers shall be surface-mounted type and shall be furnished, placed and maintained at the locations shown on the plans or as approved by the Engineer and shall conform to these specifications. Channelizers shall be, at the Contractor's option, one of the following types, or approved equal: (1) Safe-Hit SH236SMA; (2) Repo "The Replaceable Post"; or (3) Carsonite, "Super Duck" SDF-436.SDF-436.

5-13.2 Traffic Control Plan

The Contractor shall provide a Traffic Control Plan to the agency for approval prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days.

The Contractor shall be required to maintain one lane in each direction when working on the roadway. Access to schools, businesses, etc. shall be maintained as necessary for their operations. If closures are authorized by the Engineer, all detour signage shall be installed prior to closure of specified portion of roadway(s), and shall be maintained during closure.
The Contractor shall make provision to allow pedestrians full access across work areas at existing crosswalks, while working within those areas.

Traffic controls, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with Subsection 7-1, of the current edition of the "Standard Specifications for Public Works Construction," including all its subsequent amendments, and the current edition of the "Work Area Traffic Control Handbook."

Traffic control and the Traffic Control Plan shall conform to the following:

a. All major streets shall remain open to through-traffic at all times, residential street will be closed to traffic only as long as it takes for material application and drying time.

b. The Traffic Control Plan shall indicate the traffic control requirements for the different types of work to be performed. The Contractor shall be

responsible for the preparation of Plans as necessary for specific items of work. These Plans shall be approved by the City's Engineer.

c. All traffic controls and safety devices, equipment and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, markings, and flagging equipment shall be provided and maintained in "like new" condition.

d. The Contractor shall furnish and properly install, construct, erect, use, and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include area affecting or affected by the work, from the start of work to the completion of the work.

In the event the slurry and cape seal ravels, a "loose gravel" (C6) sign shall be placed to adequately warn the public.

e. High-level warning devices (flag trees) are required at all times for any work being performed within the roadway unless otherwise specifically authorized by the City's Engineer.

f. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than twenty-eight inches (28") in height, except that shorter cones, twelve inches (12") high or higher, may be used during striping maintenance operations where the only function of the cones is to protect the wet paint from the traffic.

g. Type III barricades, no less than six feet (6') in length and equipped with two (2) Type "N" markers each and two (2) flashing warning lights each, shall be used to close streets, except as otherwise specifically authorized in advance by the City's Engineer for minor maintenance work of no more than one (1) working days duration on weekdays, or on holidays only, and between 8:00 a.m. and 3:30 p.m. only. Said barricades shall be placed across the full roadway at each point of closure with the distance between barricades or between barricades and curbs, not exceeding three feet (3'), except that one (1) eleven-foot (11')-wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) Type C2 "Road Closed" sign each or one (1) Type C3A "Road Closed to Thru Traffic" sign each.

h. Except for residential streets, as otherwise directed and/or authorized by the City's Engineer, two-way vehicular traffic shall be maintained at all times within two (2) eleven foot (11')-wide lanes on streets, having an effective roadway width of forty-four feet (44') or more with restricted parking, and other streets of lesser widths may be reduced to one (1) twelve-foot (12') wide lane with work activity being limited to one side at a time, and with one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers.

No reduction of the traveled way width shall be permitted on any City street before 8:00 a.m. nor after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless prior authorization to do so is granted by the City's Engineer.

Arrow boards shall be required for all lane closures on major streets.

i. Properly trained and experienced flaggers shall be provided to traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at such other times as is necessary to safely pass the traffic through or around the work area, and when so directed by the City's Engineer.

j. Vehicular access to occupied residential property may be restricted on weekdays other than holidays between the hours of 8:00 a.m. to 3:30 p.m. while essential work activity is taking place, with specific prior written approval from the City's Engineer, providing the Contractor gives the owner and/or resident at least forty-eight (48)-hour advance written and oral notice. See Part 2, "Notification of Residents," herein.

Convenient and safe pedestrian access to occupied residential property shall be maintained at all times. Access to mailboxes must be maintained at all time, such that the postal delivery service is not interrupted.

Access to vacant and unused property may be restricted at the Engineer's discretion. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

k. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired refurbished and/or replaced, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.

l. An unobstructed view of all signs and warning devices including but not limited to stop signs, stop ahead signs, street names signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers, and devices from the view of vehicular and/or pedestrian traffic to which it applies.

m. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.

n. Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and/or storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

o. Where vehicular access to abutting property must be restricted, the work shall be so selected, arranged, and scheduled that the person(s) requiring access to said abutting property and/or residents along said streets affected will be able to park within a reasonable distance of not more than five hundred feet (500') from their homes and/or destination. Residents must be supplied written notice of such restrictions a minimum of 48 hours in advance.

p. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street except as otherwise authorized or directed by the City's Engineer.

q. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to hereinabove, the City reserves the right to correct and/or mitigate any situation, which in the sole opinion of the City's Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's and/or permittee's expense, and will deduct the cost therefore from the Contractor's progress and/or final payment. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures, and shall not serve to transfer

said obligations and liabilities from the Contractor to the City or the City's agents.

r. Violations of any of the above Provisions and/or Provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the City's Engineer, shall at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor and/or permittee, or liability to the City, all as prescribed by Contractual obligation or State law, whichever is applicable.

Full compensation for furnishing all labor, materials, tools, equipment, flaggers, lights, channelizers (surface mounted), temporary striping, barricades, portable flashing lights, flashing arrow signs, traffic control and detour plan, and incidentals required to comply with the provisions specified and referred to herein above, to provide all required traffic and pedestrian control for the duration of this contract, all as shown and as specified, shall be paid as specified in Section 01200 of the General Requirements and no other compensation shall be made therefore.

5-13.3 Edison Energized Conductors. The Contractor hereby promises and agrees that in the performance of the Work, he will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined as follows:

"Qualified Person". A person by reason of experience or instruction is familiar with the operation to be performed and hazards involved.

Contractor further promises and agrees that the provisions of this paragraph shall be and are binding upon any Subcontractor or Subcontractors that may be retained by it, and that the Contractor shall take such steps as are necessary to insure compliance by said Subcontractor or Subcontractors with the requirements of this paragraph.

5-14 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE.

5-14.1 Responsibility for Damage. The Contractor agrees to and does hereby indemnify, defend and hold harmless the City, its elected officials and the Consultant and their officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, including attorney's fees and costs, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to loss or theft of property, (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the contractor upon or in connection with the work called for in this agreement, except for the liability resulting from the sole negligence or willful misconduct of the City, its elected officials and their officers, employees and agents who are directly employed by the City and the Consultant; and

(b) any injury to or death of persons or damage to property caused by any fault, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the City, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off City property, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose act or omissions any of them may be liable, regardless of whether or not caused in part by any act or omission (active, passive, or comparative negligence included, excepting the active negligence of the District) of a party indemnified hereunder.

(c) The Contractor, at its own expense, cost, and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against the City, its elected officials, officers, agents and employees and the Consultant, against any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the City, its elected officials, officers, agents or employees, in any such action, suit or other proceedings as a result thereof.

5-15 NO PERSONAL LIABILITY. Neither the City Council, the Engineer, the Consultant, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

5-16 CONTRACTOR'S RESPONSIBILITY FOR WORK. Except as provided above, until the formal acceptance of the Work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by act of the federal government or the public enemy.

The City of Redlands shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

The City shall not be responsible for security of the Contractors equipment or materials at the site. The City will not be responsible for theft or damage to any property or materials of the Contractor. Security for Contractor’s property shall be the responsibility of the Contractor.

5-17 WARRANTY OF WORK. The Contractor shall guarantee the Work against defective materials or workmanship for a period of (1) year from the date of completion date specified in the Notice of Completion, except where longer warranty periods are specifically stated. As specified in Section 2-4 in the GENERAL CONDITIONS, the Performance Bond shall remain in full force and effect during the warranty period.

All work which has been rejected, shall be remedied, or removed and replaced, by the Contractor at his own expense, with work conforming to the Plans and Specifications. Any defective material or workmanship which may be discovered before final acceptance or within (1) one year from the completion date specified in the Notice of Completion shall be corrected immediately by the Contractor at his own expense notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver at the time of final acceptance a complete project that complies in all details with these Contract Documents. All items shall be ready to operate.

Any omission or failure on the part of the Owner to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The Owner will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the Owner is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

During the (1) one year warranty period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by the Owner, it is agreed that the Owner may make such repairs and replacement and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his Surety.

Nothing in this section shall be construed to limit the rights of the Owner to immediately correct conditions which may be unsafe or which may pose a public health nuisance. Should said conditions later be found to be caused by defective material and/or workmanship, the Contractor and his Surety shall reimburse the Owner for costs reasonably incurred while attending the situation.

In the event it is necessary for the Owner to file suit to enforce any liability of the Contractor pursuant to this sections WARRANTY OF WORK, the Owner shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Owner in successfully enforcing the Contractor's obligations, all to be taxed as costs and included in any judgment rendered.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Document or by law. The remedies provided herein shall not be exclusive and the Owner shall be entitled to any and all remedies provided by law.

5-18 NOTIFICATION OF RESIDENTS/BUSINESSES. The Contractor shall notify all residents, firms, institutions, agencies, and utility companies which may be affected by the work. Notification shall be by hand delivery of an approved notice within the project limits approved by the City. The notification process shall consist of two notifications, one prior to the start of construction for all properties within the project area and a second notification at least seven days in advance of any activity which may impact each specific property. In the event of any work within the downtown

area, the distribution of the second notification shall be at least fourteen days in advance of any activity. Activities impacting said properties and, therefore, requiring the above said notices include the following: the work itself; closure or partial closure of the street; and disallowance of street parking and disallowance of vehicular ingress to or egress from the property.

Said firms, institutions, agencies, and utility companies which must be notified of proposed work shall include, but are not limited to the following: public schools, private schools, day care centers, postal service, hospitals, governmental services, police department, fire department, ambulance services, Omnitrans, solid waste collection, and City street sweeping.

The proposed notice shall be submitted to the Engineer at least seven calendar days prior to the date of distribution for review and approval. The submittal shall also include a map identifying the limits of the work and proposed limits of distribution. The printed notices shall contain a general description of the work to be done, the name of the street with limits, the day and date of the work and the name and telephone number of the Contractor. The notice shall also include a statement that there will be no disruption of trash collection schedules and that trash should be set out by 6:00 a.m. on the scheduled day of pickup. If on-street parking will be affected the notice shall include a statement that no on-street parking will be allowed between the hours of 7:00 a.m. and 5:00 p.m. on the day of work, and a statement that it will be necessary to tow away parked vehicles at the owner's expense per California Vehicle Code CVC 22651L and CVC 22654D.

The Contractor will provide City with the dates and addresses of when project notifications are delivered to affected properties. City will verify the notification process is completed in compliance with the requirements of the specifications. Work will commence when City approves Contractor’s compliance with the requirements set forth in the specifications.

If on-street parking is affected, the Contractor shall also post pre-approved "NO PARKING-TOW WAY" signs on 1 x 2 wood stakes or barricades at one hundred foot (100’) maximum spacing along the affected areas of the street, 48 hours prior to the start of the work. The "NO PARKING-TOW AWAY" signs shall contain the day, date, and hours that parking will be prohibited on that particular street and a statement that parked vehicles will be towed away at owner's expense per California Vehicle Code CVC 22651L and CVC 22654D. The Contractor shall maintain said signs throughout the day of work, and shall start the removal of said signs by 4:00 p.m. and complete the removal by 6:00 p.m. on said day of work or as otherwise directed by the Engineer.

The Contractor shall document the day, date, and time the signs are installed because the no parking restriction cannot be enforced until the signs have been in place 24 hours. Posting of signs on trees, utility poles, light standards and other existing parkway improvement is strictly forbidden.

In the event of street resurfacing operations, the notices to residents shall contain a statement that the street to be resurfaced will be closed to vehicular traffic, and the suggestion that if they require the use of their vehicles on the day of the resurfacing work, they should consider parking their vehicle on a nearby street which is not scheduled for a resurfacing application.

In the event scheduled work is delayed, the Contractor shall immediately remove all "NO PARKING" signs. The contractor must notify all previously notified, in person and with printed notices, that the

work will be rescheduled and that they will be re-notified 48 hours in advance. The Contractor shall have an adequate supply of approved notifications for distribution to residents.

Full compensation for conforming to these requirements shall be considered as included in the various Contract items of work involved, and no additional compensation will be allowed therefore.

Failure to comply with this section shall result in a penalty assessment imposed of up to $10,000 per violation at the City's discretion.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. - *Add the following paragraph:*
Contractor shall notify Underground Service Alert (USA) at 1 (800) 227-2600, two working days prior to starting work, and must submit verification number to the City prior to starting work.

6-1.2 Commencement of the Work. - *Amend the second sentence as follows:*
"The work shall start within 10 days thereafter, and be diligently prosecuted to completion within the Contract Time."

6-3 TIME OF COMPLETION.

6-4.1 General. - *Add the following paragraphs:*
If saturated soil is encountered during construction due to leaks in an existing utility, contractor shall remove saturated material and replace with a suitable backfill material until adequate compaction can be attained by verification from the City's Geotechnical Engineer.

Prior to any removal of saturated material, contractor shall discuss the methods of remediation with the City's representative. Approval from the City, or the City's representative, shall be obtained for any amount of saturated material removal in which the contractor anticipates to be compensated for, if approval is not obtained all costs shall be borne by the contractor.

Up to a 14 day delay in paving operations may be requested after all leaks have been resolved to provide time for excess moisture to dissipate, at no additional cost to the city, in lieu of removing and replacing the saturated soil. A no cost change order will be prepared to provide the contractor with additional contract time if such delay is requested by the City.

6-9 LIQUIDATED DAMAGES. The value of liquidated damages noted in this section is amended to five hundred dollars ($500) per working day.

6-10 NOTICE AND SERVICE THEREOF. Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the project site, or by deposing the same in the United States Mail enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of work under this Contract, certified and with postage prepaid.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated by him to the party giving the notice, certified and with postage prepaid.

Notice shall be given to the Owner by personal delivery thereof or by depositing the same in the United States Mail enclosed in a sealed envelope, certified and with postage prepaid. The address of record for the owner is:

City of Redlands
Municipal Utilities & Engineering Department
P.O. Box 3005
35 Cajon Street, Suite 15A
Redlands, CA 92373

6-11 PUBLIC RECORDS ACT. All documents, Plans, specifications and all other information relating to the conduct of the City's business, including information submitted by the Contractor, shall become the exclusive property of the City and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 et seq.).

Under no circumstances will the City be responsible or liable to the Contractor, submitter or any other party for the disclosure of any records or information submitted to the City, regardless of whether such records or information are labeled "Trade Secret", "Confidential", or "Proprietary" (or words to similar effect) and regardless of whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, employees, and/or Contractors.

The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of information with "Trade Secret", "Confidential", or "Proprietary". Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party's own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the City's sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall

indemnify and hold the City harmless from all costs and expenses including attorneys' fees, in connection with such action.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. - *Delete and replace with the following:*
The closure date for the purpose of making monthly progress payments shall be assigned by the Engineer during the pre-construction meeting. Payment, less deductions, unearned work and retention, will be made within 30 days of the closure date. If a dispute exists between the City and the Contractor regarding an item included in the Contractor's Monthly Progress Payment Request, progress payments will be withheld until said dispute is resolved, in which case longer period of time will be required to make such payment. No such payment shall be required to be made, when in the judgment of the Engineer, the total value of the work since the last estimate amounts to less than $500. If, in the opinion of the Engineer, work is not progressing according to the approved schedule, payments may be withheld until the Contractor returns to the approved schedule.

Deductions will be made for: (1) amounts due the Owner for equipment or material furnished or services rendered; (2) amounts due the Owner under the terms of the Contract; (3) amounts of any claims of lien filed with the Owner; (4) accrued amounts of liquidated damages; (5) amounts required to be deducted by Federal, State or local governmental authorities. From the balance thus determined will be deducted the amounts of all previous payments, and the remainder shall constitute the monthly payment due the Contractor.

A retention of five percent (5%) will be withheld from each and every progress payment to the Contractor. This percentage will remain constant throughout the duration of the Contract. The City shall make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor pursuant to Public Contract Code section 20104.50.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

As provided by paragraph 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract. Substitute securities shall be deposited in a financial institution in a form acceptable to the City of Redlands. The financial institution shall be located within the City limits of the City of Redlands. The Escrow Agreement to be used is set forth in Public Contract Code section 22300.

7-3.3 Delivered Materials. - *Delete and replace with the following:*
No payment will be made for materials or equipment delivered but not yet incorporated in the work.

7-4.2.6 Extras. Without invalidating the Contract, the City may order extra work or make changes by altering, adding or deducting from the work, the Contract sum being adjusted accordingly and the consent of the Surety being first obtained where necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated on the proposal, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the engineer and the price is stated in such order.

7-4.2.7 Claims for Extra Costs. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order by the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of the thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

This section is deleted in its entirety.

SECTION 9 - ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS

9-1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with section 16700 of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this public works agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the Parties.

SECTION 10 - TRENCHING AND EXCAVATION

10-1. If this contract involves digging trenches or other excavations that extend deeper than (4) feet below the surface, the following shall be done pursuant to California Public Contract Code Section 7104:

A. That the Contractor shall promptly and before the following conditions are disturbed, notify the City in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. That the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of work shall issue a change order under the procedures described in the contract.

C. That, in the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertains to the resolution of disputes and protests between the contracting parties.

SECTION 11 - REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

11-1. Pursuant to Government Code Section 4215 et seq, the City shall assume the responsibility between the parties to this contract, for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of the construction project for this contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids.

11-2. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not identified in the plans and specifications with reasonable accuracy and for equipment on the project necessarily identified during such work.

11-3. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City, or the owner of the utility to provide for removal or relocation of such utility facilities.

11.4. The City shall not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on adjacent to the site of construction, provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the plans and specifications.

11.5. Nothing herein shall preclude the City from pursuing appropriate remedy against the utility for delays which are the responsibility of the utility.

11.6. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the contract plans or specifications, Contractor shall immediately notify the City and the utility in writing.

11.7. The public utility, when it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

11.8. Contractor shall comply with Government Code Section 4216 through 4216.9.

11.9. Conduits from existing street light and traffic signal systems may be encountered during construction of this project. All removals, relocations, and/or replacements of existing conduit systems shall be performed in accordance with these specifications and City standards, by a qualified electrical contractor. All costs for said work shall be borne by the Contractor and paid as a part of the various items of work requiring such removals, relocations, and/or replacements, and no other compensation shall be made therefore.

SECTION 200 - ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.1 General. - *Amend the first paragraph as follows:*
"Materials for use as untreated base or subbase shall be classified in the order of preference as follows:
Crushed Aggregate Base
Crushed Miscellaneous Base
Pulverized Miscellaneous Base."

200-2.4.1 General. - *Delete the second sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.4.2 Grading. - *Amend the first sentence of paragraph 1 as follows:*
"The material shall be uniformly graded and shall conform to the 'fine' gradations:"

200-2.5.1 General. - *Delete the third sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.8.1 General. - *Amend as follows:*
Delete the second sentence of paragraph 1 and replace with the following:
"Pulverized miscellaneous base may contain underlying base material."

Delete the third sentence of paragraph 1 and replace with the following:
"The material shall be free of deleterious material as defined in 200-1.1."

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1.1 General - *Add the following paragraph:*
The Contractor shall furnish the Engineer in the field with a copy of the mix design to be used, and with a legible certified weighmaster's certificate for each load of PCC delivered to the project. PCC delivered to the project site having a water content and/or slump greater than that specified in the mix design, shall be rejected and removed from the project site.

201-1.1.2 Concrete Specified by Class and Alternate Class - *Amend Table 201-1.1.2.(A) as follows:*

Street Surface Improvements section -
All concrete in this section shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

Sewer & Storm Drain Facilities section, Sidehill Surface Drainage Facilities subsection -
All concrete in this subsection shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

201-1.4.3 Transit Mixers. - *Replace the first sentence in paragraph 6 with the following:*
The total elapsed time between addition of water at the batch plant and the completion of the discharge of the PCC from the mixer, shall not exceed ninety (90) minutes. All PCC remaining in the mixer, after said ninety (90) minutes time limit, shall be rejected and removed from the project site.

SECTION 203 - BITUMINOUS MATERIALS

203-3 EMULSIFIED ASPHALT.

203-3.1 General. - *Modify the section by adding the following:*
Asphalt emulsion shall be a <u>QUICKSET ANIONIC OR CATIONIC EMULSIFIED ASPHALT</u> conforming to the requirements of Subsection 203-1.3, “Test Reports and Certification”, and Subsection 203-1.2, “Testing Requirements” of the Standard Specifications.

The latex additive shall be Ultra Pave 70 (for anionic) or Ultra Pave 65 K (for cationic) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2.5) parts to one-hundred (100) parts of emulsion by volume.

203-5 SLURRY SEAL.

203-5.1 General. - *Delete the sentence and replace with the following:*
Slurry seal shall be emulsion-aggregate slurry (EAS) conforming to 203-5.4.

203-5.2 Mix Design. - *Modify the section by adding the following:*

(f) Admixtures, such as Portland Cement or aluminum sulfate may be mixed into the slurry material to adjust curing time such that the applied slurry can support vehicular traffic within 60 minutes.

(g) Use of slag shall not be permitted.

(h) Deliveries of aggregate and emulsion shall not be made without the engineer present. Emulsion is not to be transferred to an on-site storage tanker without the sieve test performed by the City.

203-5.3.2 Grading. - *Delete the sentence and replace with the following:*
The combined aggregate gradation shall be determined in accordance with ASTM C136 and conform to Type II requirements shown in Table 203-5.3.2 (A).

203-5.4.1 General. – *Modify the paragraph and replace with the following:*
EAS shall be a stable mixture of emulsified asphalt, aggregate, water, a set control agent, and latex. EAS shall be Type II-CQS-1h-EAS.

203-5.4.2.1 Aggregate. – *Delete the sentence and replace with the following:*
Aggregate shall be Type II conforming to 203-5.3.

203-5.4.2.2 Emulsified Asphalt. – *Modify the first paragraph and replace with the following:*
Emulsified asphalt shall be quick-set, and contain latex. Quick-set emulsified asphalt shall be CQS-1h conforming to 203-3.

203-6 ASPHALT CONCRETE.

203-6.1 General. - *Add the following paragraph:*
Unless otherwise approved by the Engineer, asphalt concrete for paving shall be C2-PG 64-10 (1/2”) for finish paving or B-PG 64-10 (3/4”) for base paving. Asphalt concrete for Type D1 or Type D2 curb shall be D2 –PG 70-10.

SECTION 206 - MISCELLANEOUS METAL ITEMS

206-7 TRAFFIC SIGNS.

206-7.1 General. The Contractor shall furnish or relocate and erect all traffic signage as required and specified.

All new traffic signage shall be a minimum of the encapsulated lens (high intensity) type, have an anti-graffiti protective covering and be installed on new posts. All traffic signage to be relocated shall be installed on new posts.

206-7.2 Protective Covering. Anti-graffiti protective covering shall be Type 1150-POF, manufactured by 3M Company, or approved equal.

206-7.3 Post and Base. New posts and bases shall be Ultimate Sign Support System as manufactured by Western Highway, or approved equal.

SECTION 207 – GRAVITY PIPE

207-2 REINFORCED CONCRETE PIPE (RCP).

207-2.1 General. - *Add the following sentences to paragraph 2:*
The minimum D-load for any RCP shall be 1,350. The minimum size for RCP shall be 18 inches (457 mm) unless otherwise approved by the Engineer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.4 General. The Contractor shall be responsible for all quality control for all work. The Contractor shall complete all necessary testing to ensure the quality requirements within the specifications are achieved. The Contractor shall conduct the compaction testing by a geotechnical engineering firm and the results of the testing shall be made available to the Engineer.

The City will complete assurance testing throughout the project by an independent testing firm. The City will perform the first compaction test required at any location. If such test does not meet the required specifications, the City will make additional tests until the required compaction is obtained and withhold from the final payment due the Contractor, the cost of all such additional tests. To be acceptable, tests must be ordered and witnessed by the City. Tests will be ordered by the City and performed at a location and depth as directed by the City. The Contractor shall assist the City in performing these tests as necessary. The Contractor shall provide to the City the maximum dry density and the optimum moisture content results of backfill and bedding material when requested by the City.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-4 PAINT FOR STRIPING AND MARKINGS.

214-4.1 General. - *Amend the first sentence in paragraph 4 as follows:*
"Glass beads conforming to 214-3 shall be mechanically applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. - *Amend as follows:*

Amend paragraph 3 as follows:
"The natural ground surface shall be cleared of all vegetable growth, such as trees, logs, upturned stumps, roots of downed trees, brush, grass, weeds, shrubs, ground cover, tree stumps, decorative landscape rocks, edging, railroad ties, other decorative landscape treatments, boulders, rock, portland cement concrete, and all other objectionable materials, within the limits of construction."

Add the following paragraphs:
Grubbing and removal of organic debris shall include the repair and/or replacement of all parkway irrigation piping and systems necessary to perform work on this Contract and capping pipelines until such time that permanent repairs and/or replacements have been made.

All debris removed from the project site under this item shall be disposed of at an approved dump site. All transportation costs and dump fees shall be borne by the Contractor.

Clearing and Grubbing shall include, but is not limited to, the following:

1. Removal of existing AC berms.

2. Removal of all curb and gutter, cross gutters, and spandrels shall be replaced within three (3) calendar days. The Asphalt Concrete patch for areas with curbs and gutters removed and replaced shall be placed within two (2) working days after the curb and gutter, cross gutters, and spandrels are replaced. Removal of all sidewalks shall be replaced within three (3) calendar days.

3. Saw cut and removal of poles, posts, PCC pavements, curb, gutter, and sidewalk. Holes resulting from removal of existing poles and posts from existing PCC, AC pavements and curbs and gutters, shall be filled or patched with like materials. Self-propelled drop hammers will not be allowed for removals.

4. Removal of all raised pavement markers not conforming to the approved plan or conflicting with the proposed striping as shown on the plans in accordance with Subsection 312-3, Removal, of the Standard Specifications.

5. Removal and disposal of boulders, rock or PCC.

6. All trees and shrubs less than 3m (9 ft) directly above the entire sidewalk surface shall be trimmed and removed by the contractor to allow a clear path of travel for pedestrians.

7. Irrigation system relocation:

Any irrigation systems in conflict with the proposed improvements that are removed, damaged, disturbed, or broken shall be modified, repaired, and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials, equal or better than the original materials, with 20 mm (3/4 in) Schedule 40 PVC being the minimum acceptable for underground lines and 13 mm (1/2 in) Schedule 80 being minimum acceptable for risers and with the systems not being out of operation for more than two (2) days. No payment for work associated with the irrigation repair will be released, until all irrigation is complete, operable and accepted by the City.

All trees, shrubbery and lawns deprived of normal irrigation watering due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery or lawns die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations the Contractor shall replace same with the same plant species and size. Existing grass lawns within areas that must be excavated and/or re-graded shall be cut into approximate 305 mm (1 ft) squares, removed, protected, cared for and replaced as soon as possible. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

8. Existing inlets, slotted drains, drainage pipes, concrete gutters, drainage pipes, where any portion of such structure is within 1m of the grading plane in the excavation areas, or within 300 mm (1 ft) of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of accordingly.

9. Removal and disposal of existing drainage inlet structure and PCC or AC apron.

10. The Contractor shall dispose all materials not being salvaged outside of the right-of-way and shall pay for all costs for disposal.

11. Removal and disposal of any abandoned utilities that may interfere with the improvements.

12. Self-propelled drop hammers will not be allowed for removals.

300-1.3.1 General. - *Add the following paragraphs:*
The Contractor shall dispose portland cement concrete, stone rubble, and brick at an approved dump site.

All reprocessed asphaltic cement concrete may be placed as the lower course of crushed aggregate base material. If the Contractor chooses not to reprocess the material, disposal at an approved dump site shall be required. All costs for disposal shall be borne by the Contractor. If the Contractor chooses to reprocess material, it shall be protected and remain contaminate-free, otherwise disposal at an approved dump site will be required with all costs borne by the Contractor.

All reprocessed asphaltic cement concrete to be used as crushed aggregate base shall be ground to conform to Section 200-2.2.

300-1.3.2 (a) Bituminous Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cutting of edges to be joined shall be with a power-driven saw. The groove shall be cut to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"Where bituminous pavement is to be removed, a cold mill header cut of maximum 6 feet (1.8 m) in width perpendicular to the join line shall be made, and a minimum laying depth of 1 inch (25mm) of new pavement material shall be provided at the join line."

Amend the fourth sentence as follows:
"The edges of existing concrete pavement adjacent to the trench shall be saw cut to neat straight lines for the purpose of removing the damaged pavement areas."

Add the following sentence:
Work under this item shall include asphalt concrete berms.

300-1.3.2 (b) Concrete Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cuts shall be made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"If a saw cut in concrete pavement falls within 5 feet (1.5 m) of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge."

300-1.3.2 (c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways and Alley Intersections. - *Amend the following:*
Amend the first sentence as follows:
"Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"No section to be replaced shall be smaller than 36 inches (1 m) in either length or width."

Amend the fourth sentence as follows:
"If the saw cut in sidewalk or driveway would fall within 36 inches (914 mm) of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches (300mm) of a score mark, the saw cut shall be made in and along the score mark."

Amend the fifth sentence as follows:
"curb and gutter shall be sawed to a depth of 4 inches (102 mm) on a neat line at right angles to the curb face."

300-1.3.2 (d) Striping and Markings. All existing striping, markings and raised pavement markers shown to be removed or necessary to be removed from paving areas. This item includes removal in compliance with applicable laws and cleanup of residue from the operation.

All striping, markings and raised pavement markers removed beyond the limits shown on the plans for and/or at the convenience of the Contractor shall be replaced at the Contractor's expense.

300-1.3.2 (e) Structures. All existing concrete structures (reinforced or non-reinforced) as shown on the plans to be removed or abandoned, including but not limited to, undersidewalk drains, manholes, headwalls, bulkheads, drop inlet structures, energy dissipaters, catch basins, vaults and pipelines. Abandonment shall include all cuts and concrete plugs necessary to seal ends or openings of abandoned pipes or structures.

300-1.3.2 (f) Rock Curbs. All rock from rock curb removals, as shown on the plans or required for construction of the project, shall be transported, delivered and unloaded at a storage site as directed by the Engineer.

300-1.3.2 (g) Miscellaneous Removals. All other removals of facilities, as shown on the plans but not covered under separate bid items, and any underground facilities found during the work and not shown on the plans shall be performed. The City has endeavored to show all known underground facilities but is not responsible for unknown or abandoned facilities. Unknown underground facilities shall be paid as extra work.

300-1.3.2 (h) Miscellaneous Relocations. All relocation work as shown on the plans or required for construction of the project, but not covered under separate bid items, shall be included as a part of Subsection 300-1 Clearing and Grubbing. All relocation work performed as a part of clearing and grubbing work shall conform to the requirements and specifications of the agency or utility having jurisdiction over the item to be relocated.

300-1.4 Payment. - *Add the following sentence to paragraph 1:*
Payment for work on this item shall be made as a percentage of the work completed at each monthly payment.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2.2 Wet Material. - *Amend the second sentence of the paragraph:*
"If such high moisture content is not the result of any action on the part of the Contractor, or inaction in protecting the work during the course of the contract, the work involved will be paid for in the following manner: Over-excavation and disposal work shall be considered "extra work," with backfill and compaction of crushed aggregate base paid under the appropriate bid item in these specifications."

300-12 MISCELLAENOUS GRADING. The parkway, whether landscaping exists or not, shall be graded and compacted to achieve drainage towards the street at a slope of 2%. Grading shall be coordinated such that it is the last item of work to be completed, prior to site clean-up. Loose material and dirt shall be raked, compacted and distributed throughout the parkway area. Areas

adjacent to installed improvements must be graded to a level within one inch from the finished surface. Extra dirt/fill shall be removed from the project in accordance with Specifications.

The Contractor, at his expense shall photo-document pre-construction conditions prior to starting excavating. After construction is completed, the Contractor shall photo-document the finished grade. The Contractor shall provide the City with said photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc). The Contractor shall keep a copy of the photos (either electronically or hard copy) and provide the City with electronic copies of the photos.

SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction. - *Amend the second sentence of paragraph 1 as follows:*
"When base material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches (150mm) of such subgrade material shall be compacted to a relative compaction of 95 percent."

301-2.1 General. – *Add the following paragraphs:*
The contractor shall use 'crushed aggregate base' or 'crushed miscellaneous base, fine graded' as the base material. The use of 'processed miscellaneous base,' 'select subbase,' or 'disintegrated granite' shall not be used as base material.

The contractor may use 'pulverized miscellaneous base' (grindings) as part of the crushed base material. Said grindings shall be uncontaminated and placed in an even thickness as the lower course of crushed base material. Spreading and compacting shall comply with Sections 301-2.2 and 301-2.3.

301-2.3 Compacting. – *Amend the second sentence of paragraph 3 as follows:*
"Compaction in the excepted areas shall be as specified in 211-1 with each layer of compacted base material having a minimum relative compaction of 95 percent."

301-2.4 Measurement and Payment. – *Add the following paragraph:*
Payment shall be made for cold-planing, storing, placing, and compacting reprocessed asphalt concrete pavement (grindings) as part of the crushed aggregate base (CAB) material. The volume of grindings placed shall be figured and a tonnage figure computed using 9.35 kg/m^3 (150 pounds per cubic foot). This tonnage figure shall be paid as part of the crushed aggregate base tonnage for this project.

301-7 FULL DEPTH RECLAMATION WITH MECHANICAL STABILIZATION (FDR-25)

301-7.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per

plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 25 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

301-7.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of roots, weeds, wood, and construction debris. All grass and other vegetation shall be removed from the edge of the exiting pavement or lip of gutter pan to prevent contamination of the pulverized bituminous material during the milling operation.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-7.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   - 4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   - 4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final subgrade surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized asphalt material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-7.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture prior to shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

301-7.5 Finishing. The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

301-8 FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION (FDR-200)

301-8.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 200 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present, and adding cement. Micro-cracking of the completed cement stabilized surface is required before HMA is to be placed directly on top of the cement treated surface, regardless of the AC thickness. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

The cement content must be 2% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 6” FDR section. The cement content must be 3% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 9” FDR section. The cement content must be 4% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 12” FDR section. Cement must be Type II or Type V Portland cement specified in ASTM C 150/150M.

301-8.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt

concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of grass and vegetation, and construction debris to prevent contamination of the pulverized materials. Mixing shall continue until, and at the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials are achieved.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications. Excess pulverized material shall consist of non-treated well mixed pulverized AC pavement and subgrade.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-8.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   - 4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   - 4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final pavement surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all the pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-8.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture before shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

Recycling shall be performed to the depth provided in the plans, while incorporating stabilizing agents, mineral filler, additional aggregate and water. Mixing shall continue until, and the speed

of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials is achieved. Pre-cutting, grading and light compacting of the recycled material shall be performed prior to incorporation of the stabilizing. Spread cement uniformly over the full roadway surface width. Do not spread cement more than 30 minutes before mixing. Do not apply dry cement in windy conditions that will result in dust outside the FDR with cement area. The application rate must be the mix design rate or the ordered application rate in lb/sq yd ± 0.5 percent. The application rate of all stabilizing agents shall be continuously monitored. If the measured application rate falls outside the above tolerance, then the recycling operations shall be stopped and corrected before proceeding. Do not spread cement and aggregate before pulverizing.

Water must be injected through the pulverizing machine. The injection rate of mixing water must be sufficient to produce the FDR with cement material mixing moisture content. The water content of the stabilized material shall be monitored closely to ensure proper compaction. Mark where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark. Before compacting, remove solids larger than 3 inches in any dimension by hand.

Immediately after pulverizing and mixing, compact FDR with cement to the minimum relative compaction. Do not allow more than 2 hours between final mixing of the pulverized material with cement and completion of initial compaction before trimming. During grading and final compaction add water to maintain the mixing moisture content as described in the mix design. Do not allow more than 2 hours to elapse from the time water is added to the aggregate and cement to completion of final compaction after trimming.

Longitudinal joints between adjacent stabilization passes shall be overlapped at least 4 inches. Transverse joints between the recycling process shall be saw-cut, if necessary, to provide a vertical clean face to ensure proper compaction. Compaction of cementitious stabilizer begins within 20 minutes after mixing and achieving gradation and moisture requirements.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent FDR with cement.

301-8.5 Finishing. Once the entire working width (full lane width plus effected shoulder width) has been stabilized, and only after primary compaction has been completed, the entire working

width shall be graded to the required profile and cross-slope. Disturbance to the stabilized and primary compacted material shall be kept to a minimum during this grading and shaping operation.

The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Immediately after compaction, apply water and roll with no vibration. The finished surface must be free of ruts, bump, indentations, segregation, raveling, and any loose material.

The completed cement treated subgrade shall be moist cured continuously until it is in a firm and unyielding condition. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. Moisture curing shall be the only method of curing prior to micro-cracking.

Micro-cracking shall be performed with several vibratory roller passes 48 to 72 hours after finish grading to prevent severe, wide cracks from forming thus reduces the potential for reflective cracking through the HMA layer. Micro-cracking shall be performed before the application of asphaltic emulsion curing seal. After micro-cracking is complete additional moisture curing may be used. Any additional water required to achieve maximum density shall be applied by spraying the surface of the stabilized material with light applications. Care shall be taken so as not to over-apply additional water to any areas of the stabilized material.

While open to traffic and before placing HMA, maintain the FDR with cement surface free of ruts, bumps, indentations, raveling, and segregation. If FDR with cement material is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

Asphaltic emulsion curing seal must be applied on the completed cement treated base immediately before placing HMA. Asphaltic emulsion curing seal must comply with Caltrans Standard Section 94, Grade SS1 or CSS1. Dilute and thoroughly mix asphaltic emulsion for curing seal at a ratio of 1 part water to 1 part asphaltic emulsion. The water must no cause premature separation of the emulsion. Uniformly apply the diluted curing seal at a rate of 0.1 gal/yd2 of cement treated base surface.

SECTION 302 - ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING.

302-4.3.1 General. – *Add the following paragraphs:*
All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weigh master's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall provide a drive upon scale at the project site or an alternate site approved by the City. The drive on scale shall show the net weight of the aggregate bin on each slurry machine before the machine and product will be approved for applying slurry on the project.

All slurry machines are to carry, at all times, a calibrated emulsion measuring stick. The emulsion measuring stick is to be calibrated in 10-gallon increments to the slurry machine it is used on. Emulsion measuring sticks from other slurry machines will not be allowed to measure the gallons of emulsions on the slurry machines they were not calibrated to. The emulsion measuring stick is to have the slurry machine number or identification permanently marked on the stick. The gallons of emulsion are to be measured with a calibrated emulsion measuring stick and recorded before leaving and after returning to materials site. Use of a slurry machine will not be allowed if it does not have a calibrated emulsion measuring stick.

The Contractor shall furnish prior commencing work, a calibrated stick in 10-gallon increments to measure the oil in the trailer storage tanks in gallons. The measuring stick shall be calibrated to the trailer storage tank it is used on. The inspector shall check the oil in each load "in and out" and in the storage tanks at the beginning and end of each day to determine the amount of emulsion used for that day. Emulsion is not to be transferred from delivery tank to on-site storage tank before the City performs the sieve analysis on the emulsion. Aggregate used in the slurry shall not exceed a moisture content of four percent (4%) by weight of dry aggregate.

Contractor may not schedule more than 150 tons of slurry to be placed per day. Slurry may not be applied at more than 150 feet per minute.

The Contractor shall provide a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system. The Contractor shall roll the required streets the same day they are slurried. The Contractor will be responsible for proper scheduling of the work such that the rolling can be properly done within the given time constraint. Failure to comply shall result in a $250.00/calendar day liquidated damage being assessed per incident. The cost of furnishing the roller and operator shall be included in the price paid for slurry seal.

The Contractor is hereby advised that City streets, parking lots, or other City-approved property will not be allowed as a site for stockpiling and batching. Arrangements for an acceptable site shall be the sole responsibility of the Contractor.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall be adjusted to the field conditions of the raveling. If raveling continues within two (2) weeks of the initial placement, the street shall be swept and reslurried with a Type I mixtures (Local Streets) or a Type II (Arterial/Collector Streets) at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least fourteen (14) calendar days prior to slurrying. The herbicide mixture

shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to slurrying. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for slurry seal.

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal. Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches. Use a material, such as building paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the material after use. Use hand tools to remove spillage.

Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore. The Contractor shall supply the City with licensed weighmaster's certificates of weight for all delivered aggregates to the job during the course of each day. Aggregate shall be delivered to the project only in the presence of a City representative. The Contractor shall also present weighmaster certificates for the amount of such aggregate remaining at the completion of the project at no cost to the City. Payment shall be determined by the amount that is physically placed, which cannot exceed the amount that is delivered to the job site with the certified weighmaster tickets. There shall be not outside work done utilizing materials from the tanks or stockpiles stored for the City's Contract.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The Contactor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the City.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

302-4.8 Spreading and Application. - *Add the following paragraphs:*
Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind or sandblast completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is necessary to provide a good bonding surface for the slurry seal, as well as eliminate "ghosting" of the old striping and markings as the new slurry wears off over time.

It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at their own expense, to provide for and protect the work from such water. In addition, the Contactor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.

Slurry shall not be applied when the atmospheric temperature is less than 65°F (18°C).

The application of slurry shall not commence until after 8:00 a.m., and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

Each slurry crew shall be composed, at a minimum, of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, two squeegee men, and sufficient laborers for any handiwork and cleanup.

Surface oil and grease shall be removed or sealed with shellac or an equivalent material approved by the City before the application of the slurry seal. Full compensation for surface oil and grease removal shall be considered as included in the unit cost for slurry seal.

The Contractor shall roll all cul-de-sacs (the last 250' minimum), the last 250' of dead-end streets and knuckle curves. Full compensation for rolling the slurry shall be considered as include in the unit cost for slurry seal.

During slurry seal operations, it shall be the Contractor's responsibility to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, pavement markers (reflective and non-reflective), concrete gutters, concrete cross gutters, and drainage facilities, survey monuments and remove said covering and/for slurry seal coating after slurry sealing has been completed.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

302-4.8.1 Crack Sealing and Filling. Crack sealing shall be performed prior to the Slurry Seal application. Pavement cracks 1/4" wide and larger shall be sealed. Pavement cracks 1/8" to 1" wide shall be cleared of all loose particles of dust, dirt and laitance with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out as necessary to provide a reservoir for the sealer that will have a depth of l" to 1 1/2".

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. - *Add the following paragraphs:*
Asphalt concrete pavement structural sections equal to or greater than 3 inches (76 mm) in thickness shall be installed in two lifts. Base course aggregate material size shall be ¾ inch (19 mm) and cap course aggregate material size shall be ½ inch (13 mm). All pavement shall be placed over 4 inches of crushed aggregate base, unless compacted to 95% relative compaction.

All valves within project limits in the public right-of-way shall be raised to finish grade as a part of this work. The Contractor shall furnish and install new can or slip can materials as necessary. If new water valve lids are necessary, they shall be supplied by the Municipal Utilities and Engineering Department. All valve can lids within the project limits in the public right-of-way shall be painted the appropriate color for the utility they represent (ie. Water - Blue, Gas - Yellow, Fire – Red, etc.).

302-5.2 Timeline of Paving Operations.
All paving operations shall follow the timeline and requirements shown below unless otherwise approved by the City:

PAVING TIMELINE				
DESCRIPTION OF WORK	**TIME PERIOD**			
	WEEK 1 (DAY 1-7)	**WEEK 2 (DAY 8-14)**	**WEEK 3 (DAY 15-21)**	**WEEK 4 (DAY 22-28)**
PAVING (START TO FINISH) (1)				
CURE PERIOD (2)				
MANHOLE ADJUST TO GRADE (3)				
STRIPING & PAVEMENT MARKINGS (4)				
TRAFFIC LOOPS (5)				
NO PARKING SIGNS ALLOWED (6)				

Note: All time periods shown above are the maximum amount of allowable time for each activity. This timeline does not apply to the installation or repair of curb and gutter, ac dikes, sidewalks, cross gutters, curb ramps, driveway approaches or truncated domes.

(1) In no case shall any street segment remain unpaved longer than three calendar days if no other work activity is being performed on that street segment. Any deviation from the timeline shall result in a penalty assessment of $1,000 per calendar day.
(2) No work except cat tracking of proposed striping is allowed during this period; therefore "No Parking Signs" shall not be installed during this activity.
(3) Once each manhole is exposed, all associated work to adjust it to grade must be completed within 48 hours. This shall include all adjustments of manholes, vaults, valve cans, etc. as required by the Contract.
(4) All cat tracking and approval of proposed striping shall occur during the cure period.
(5) Traffic loops must be installed after the approval of striping layout and prior to the installation of thermoplastic striping and pavement markings.
(6) "No Parking Signs" shall be installed per Section 7-19 of these specifications.

302-5.4 Tack Coat. – *Delete and replace with the following:*
If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of High Performance Seal (HPS) No-Track Tack at an approximate rate of 0.05 gallon per square yard shall be uniformly applied upon the existing pavement preceding the placement of asphalt concrete. The surface shall be free of water, foreign material, or dust when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Engineer.

302-5.5 Distribution and Spreading. – *Add the following:*
Unless otherwise permitted by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widening, turnouts, left-turn pockets, and other such areas, shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes are changed, the top layer for the through lanes shall be paved first. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed or unless directed by the Engineer.

All screed extensions for paving machines shall be provided with a tamper, roller, or other suitable compacting devices.

Asphalt pavers shall be equipped with automatic screed controls and a sensing device or devices. Automatic grade and slope control shall be used for overlays.

All joints shall be sealed after rolling.

When placing asphalt concrete to the lines and grades noted in the plans or as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 ft. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 ft long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 ft. tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting the next day's work.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection 302-5.6.2 - Density and Smoothness, of the Standard Specifications, the paving operation shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. A

drop-off of more than 0.15 ft will not be allowed at anytime between adjacent lanes open to public traffic.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 ft. nor less than 5 ft. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

302-5.6.1 General. - *Add the following paragraph:*
All asphalt concrete pavement abutting portland cement concrete gutters shall match and be flush with the gutter lip when finish rolling is complete.

302-5.6.2 – Density and Smoothness. *– Delete and replace with the following:*
The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The finished surface shall meet the following smoothness criteria:

- When a 12 foot long straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade,
- When a 12 foot long straightedge is laid on the finished surface perpendicular to the centerline of the roadway and extends from edge to edge of a traffic lane, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade.

If the top layer of pavement does not comply with the smoothness specifications shown, remove and replace the entire section or complete a grind and overlay of 1.5 inches or 3 times the aggregate size, whichever is greater. Grind and overlay will be considered as a repair method only when the thickness of the asphalt pavement section is greater than 1.5 inches following the required grinding. Corrected section shall be rectangular to the nearest pavement edge or lane line and to a crosswalk, concrete spandrel or other limits approved by the City. Do not begin corrective actions until the method and limit of correction is authorized by the City. If the tolerances cannot be achieved by the methods described above, the contractor must re-pave the street section, in kind, at their own expenses.

The compaction after rolling shall be a minimum of 91 percent and a maximum of 97 percent of the density obtained on samples compacted with the California Kneading Compactor per California Test 304. Cores will be taken randomly by the City for laboratory testing per California Test 308, Method A at a frequency of three per lot. A lot shall consist of a maximum of 3,000 square yards of asphalt concrete and will be identified in the field by the City. The cores will be

averaged to determine the percent of maximum theoretical density, as determined by ASTM D-2041, per lot to the nearest tenth of a percent.

Reduced payment factors for percent of maximum theoretical density will be per the following table, and will be applied to the entire lot sampled.

Reduced Payment Factors for Percent of Maximum Theoretical Density

Asphalt Concrete percent of maximum theoretical density	Reduced payment factor	Asphalt Concrete percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

In addition to the reduced payment factors below, all costs associated with the testing of the lot which resulted in values outside of the 91-97 percent range, will be withheld from the final payment due to the Contractor.

Following completion of the testing by the City, the core locations within the asphalt pavement shall be repaired by the Contractor.

302-5.6.3 Tracking. All areas receiving asphalt pavement shall be protected from tracking onto adjacent areas. Do not allow traffic on new asphalt pavement until its mid-depth temperature is below 140º Fahrenheit to minimize the tracking.

A rock dust blotter coat per Section 302-9.7 or a sand coat at a rate of 1-2 pounds per square yard shall be applied to the compacted surface for all areas where tracking is a concern. The application of tracking prevention measures shall be determined by the Contractor.

A haul route for all paving operations shall be reviewed and approved by the City prior to the start of any construction activity. No deviations from the approved haul route shall occur unless approved in writing from the City.

All tracking onto adjacent streets, striping or pavement markings shall be the responsibility of the Contractor. All striping and pavement markings shall be removed and replaced in kind by sandblasting. All tracking onto roadway surfaces may require the use of a street sweeper to the satisfaction of the City.

302-5.7 Joints. – *Add the following:*
Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected. Longitudinal and transverse joints shall be tested with a 12' straightedge and shall be cut back as required to conform to the provisions in Subsection 302-5.6.2 Density and Smoothness for surface smoothness. Connections to existing surfacing shall be feathered to conform to the provisions for smoothness.

Longitudinal joints in the top layer shall correspond with the edges of proposed lane striping. Longitudinal joints in all other layers shall be offset not less than 0.5' alternately each side of the edges of traffic lanes.

All feathered joints shall be sealed after rolling.

302-5.9 Measurement and Payment. – *Add the following:*
Reduced payment factors per 302-5.6.2 will be applied to the Contract Unit Price for lots with a Maximum Theoretical Density less than 91.0 and greater than 97.0 percent.

302-5.10 Hot Asphalt Leveling Course. Areas to receive the Hot Asphalt Concrete Leveling Course shall be determined and defined by the project manager and inspector, and identified to the Contractor in the field. Mix for hot Asphalt Concrete Leveling Course shall be 1/2 inch aggregate, C2, as defined in Section 203-6.4.3.

Areas to receive hot asphalt concrete leveling course shall be areas located near or adjacent to existing curbs and/or gutters that are potholed, or have the lip of gutter higher than the adjacent roadway. Potholes, large cracks, or ruts shall be filled to the surrounding grade elevation and compacted. Hot Asphalt Concrete Leveling Course shall be completed prior to the placement of Type II Slurry Seal, ARAM or resurfacing.

Prior to placement of asphalt concrete, the surface shall be cleaned and all debris and deleterious materials shall be removed. A tack coat meeting the material and application requirements of Section 302-5.4 Tack Coat, shall be applied prior to placement of hot mix asphalt concrete.

302-5.11 Asphalt Pavement Crack Sealing and Filling. Crack sealing shall only be performed as a repair method for conventional hot mix asphalt pavement (HMA) and not installed at project locations which will have asphalt rubber hot mix (ARHM) used as the overlay material. Crack

sealing shall be performed after milling of existing asphalt surface and prior to any leveling course, if necessary.

Right after milling of existing asphalt and before crack sealing or filling, Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least seven (7) calendar days prior to paving. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to paving. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for paving.

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General. - *Delete the first sentence of paragraph 1 and replace with the following:*
"Concrete bridges, culverts, catch basins, retaining walls, abutments, piers, footings, foundations, drainage inlets, head walls, end walls, wing walls, junction structures, transition structures, manholes, and other similar types of portland cement concrete structures shall be constructed to the lines and grades in conformity with the Plans and Specifications.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. - *Replace the last paragraph with the following:*

No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

The Contractor shall barricade and protect placed PCC from all damage, marks, mars, and/or graffiti. Any PCC damaged, defaced, discolored, or defective shall be replaced at the Contractor's expense.

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

303-5.1.2 Drainage Outlets Through Curb. - *Add the following paragraph*:
Coring shall be required for all drains through existing curbs.

303-5.1.3 Driveway Entrances. – *Replace the last paragraph with the following:*
Driveway approaches where required, shall be 150 mm (6") thick for single-family residential area, and 200 mm (8") thick for commercial driveway approaches.

303-5.1.4 Walk. The back of sidewalk shall be 2 inches from the street Right-of-Way line unless otherwise specified by the Engineer.

Included in the price of sidewalk construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

303-5.1.5 Access Ramps. Construction of curb ramps shall conform to the Type and Case appropriate for the condition, as specified on the plans and as shown within the 2012 Standard Plans for Public Works Construction, Plan 111-5. The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum slope indicated on the plans or Standard Plan 111-5. The maximum slope for the ramp shall not be exceeded unless otherwise approved in writing by the Engineer. The Contractor shall remove and replace access ramps deemed non-compliant with the plans or Standard Plan 111-5.

For proposed locations adjacent to a cross gutter spandrel, sawcuts along the radius of the curb will not be allowed. The spandrel shall be replaced from expansion joint to expansion joint to the extents of the curb removal. For proposed locations adjacent to curb and gutter, sawcuts along the flowline of the curb will not be allowed. The entire curb and gutter shall be replaced from expansion joint to expansion joint as required. Sawcuts at locations other than the expansion joint

will not be allowed unless approved by the Engineer. Curb cuts of the existing curb will not be permitted for installation of proposed ramp. Any deviation from these requirements will result in rejection of all work at this location and shall not be included in progress payment requests until corrected, per direction from the Engineer.

The Contractor shall verify the extents of sawcut and removal for each access ramp taking into account the maximum slope and transition area required. It shall be the Contractor's responsibility to identify required removal limits, set concrete forms and verify maximum slopes are not exceeded. The Engineer shall be present to verify the concrete forms prior to the placement of the concrete at each location, however this does not alleviate the responsibility of the accuracy of forms or slopes of the access ramp from the Contractor.

Included in the price of access ramps are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished ramp surface, as a result of grade differentials from existing ground surface to proposed ramp surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Access Ramps shall have truncated domes installed in accordance with standard plans and specifications. Truncated domes on new access ramps shall be Armor-Tile, Cast in Place System, or approved equal. Truncated domes installed on existing surfaces shall be Safety Sted TD, or approved equal. Truncated dome panels shall be 36"x48", inline configuration, with a spacing of 2.35" on center, and Federal Yellow in color.

The access ramp work shall include all related adjustments of pull boxes, pull box covers, signs, and protection of any underground utilities within the work area. The removal and replacement of up to 5 linear feet of sidewalk on each side of the access ramp shall be included within the cost of the access ramp. The removal and replacement of the sidewalk will allow for transition from the top of ramp to adjacent sidewalk and will be utilized as necessary.

303-5.4.3 Weakened Plane Joints, (a) General. - *Add the following paragraph:*
All weakened plane joints shall be spaced at a maximum of 3.05 m (10') feet for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

303-5.5.2 Curb. - *Replace the first paragraph with the following:*
PCC for curb and gutter shall be placed within three working days from removal of the existing PCC curb and gutter. The curb and gutter surface shall not vary more than 3 mm (0.01') from a 3 m (10') straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 3 m (10') in length, and operated longitudinally over the surface of the concrete. Form clamps shall be constructed so as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1) hour, nor more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and

face of the finished curb shall be true and straight, and top surface of curbs shall be of uniform width, free from humps, sags, blemishes, or other irregularities.

303-5.5.3 Walk. - *Add the following paragraphs:*
The sidewalk surface shall not vary more than 5 mm (0.02') from the 3m (10') straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 100 mm (4") thick, except at driveways where the sidewalks shall be a minimum of 150 mm (6") thick for single family residential areas and 200 mm (8") thick for all other areas.

303-5.6 Curing. - *Add the following paragraph:*
Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4 Concrete Curing Compound, of the Standard Specifications.

303-5.7 Repairs and Replacements. - *Add the following paragraphs:*
In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

303-5.8 Backfilling and Cleanup. - *Add the following paragraph:*
A minimum of 300mm (12”) wide full depth asphalt concrete pavement repair patch and an 450mm (18”) wide 1-1/2” deep grind outside of the trench width is required when cross gutter, spandrel, driveways, curb and gutter is placed adjacent to existing asphalt concrete pavement. The asphalt concrete pavement repair patch shall be placed within two (2) working days after the cross gutters, spandrels, driveways, curb and gutter are replaced. The asphalt concrete pavement shall be sawcut. All work shall be in accordance with the General Permit Conditions and Trench Specifications, latest edition.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE.

304-3.4 Measurement and Payment. - *Delete paragraph 1 and replace with:*
Chain link fence will be measured along the horizontal projection line of the completed fence, deducting the widths of gates and openings.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL. - *Add the following paragraphs:*
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during all striping operations. Refer to Section 7-8.6.

Each storm drain catch basin or storm drain inlet box shall be marked "NO DUMPING - FLOWS TO CREEK." Two coats of paint are required. Stencil shall match City's stencil. Paint and painting shall comply with the specifications.

All street resurfacing work shall include installing fire hydrant pavement markers at all fire hydrant location, whether the pavement markers were existing or not. The pavement markers shall be Type I – Two-Way Blue Retroreflective per Section 214-6 of the Specifications and installed per City's detail drawing No. 102-0. All work associated with the installation of all new, or replacement of existing, fire hydrant pavement markers shall be included as noted within the specifications.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. – *Add the following paragraphs:*
During construction, if traffic legends or lane striping are removed or paved-over for any reason, they shall be replaced immediately with temporary traffic legends or lane striping as directed by the City, and the Contractor shall place permanent traffic legends or lane striping at the end of the job or on completion of final paving. When permanent items are placed, they shall be complete markings, legends, or striping i.e.: if limit lines are disturbed, they shall be replaced to centerline or from curb to curb, whichever was existing; if a letter in a word is removed or covered, the entire word shall be replaced; and lane striping shall extend 75 feet beyond construction limits. All replacement markings, legends, or striping required to be replaced beyond the contract limits shown shall be at the cost of the Contractor and shall meet City standards. If existing striping or legends are to be removed on existing surfaces, they shall be sandblasted. Painting over striping or legends in lieu of removal will not be permitted. Pavement striping shall comply with the applicable provisions of Sections 214 and 314 of the Standard Specifications.

Where side streets with existing striping, markings and markers are encountered, striping, markings and markers shall be repainted and replaced for a minimum distance of 15 m (50 feet) from the crosswalk, stop bar or limit line.

314-4.2 Control of Alignment and Layout.

314-4.2.1 General. - Delete and replace with t*he following:*
The Contractor will be responsible for all layout of all striping. All striping, markings and markers shall be reinstalled in their existing locations unless otherwise shown on the plans. The Contractor shall be responsible to take appropriate measures and record the existing locations.

The Contractor shall verify all dimensions in the field prior to installation of pavement striping/marking layout (Cat-Track). Should field measurements differ from the plan, the Contractor shall immediately notify City staff. No Cat-Track marks shall be placed until discrepancies are resolved.

Cat-Track must be approved by City staff prior to the installation of permanent pavement striping/marking. Contractor shall notify City staff a minimum of 24 hours prior to installation of permanent pavement striping/marking to allow for inspection and approval. If approval of Cat-Track is not obtained by the Contractor, all work required to correct the striping/marking will be at the expense of the Contractor

Cat-Track marks shall be made in chalk. Paint for the purpose of Cat-Track is prohibited. If paint is used, the Contractor must remove the paint without damaging or visually deforming the pavement surface. If damage or visual deformity within the removal area occurs, in the opinion of City staff, the Contractor shall grind and overlay the entire segment with no additional compensation. The area of the grind and overlay shall be as required by City staff and shall be a minimum of 0.10' thickness.

All visible Cat-Track markings after the installation of the permanent striping/marking shall be removed without damage or visual deformity to the pavement surface. Any damage or visual deformity to the pavement shall be remedied as noted above.

314-4.3.5 Application. - *Amend the first sentence in paragraph 8 as follows:*
"Glass beads shall be applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

314-6 GREEN BIKE LANE. Green bike lanes shall be installed per plan and conform to the technical specifications included within the contract documents and shall be Streetbond CL or approved equal.

GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK

PART ONE -- GENERAL

1. COORDINATION OF WORK

The Contractor shall submit the construction schedule in accordance with Section 03121 of these specifications.

The Contractor shall arrange the schedule of work, but it must adhere to the following restrictions:

1. Contractor shall schedule full work days of operation until funds are exhausted.
2. Citywide events calendar shall be considered with the schedule for construction.
3. The events calendar will be provided at the pre-construction meeting. Updated events calendar will be provided during subsequent weekly construction meetings.
4. Construction around school zone shall be taken into consideration to avoid interference with the drop-off and pick-up times for each specific school.
5. Detailed construction activities and construction schedule will be provided during weekly construction meetings.
6. The Cured-In-Place Pipe (CIPP) lining and Remove and Replace (R&R) processes shall be executed concurrently. All contractors involved in CIPP and R&R activities are responsible for coordinating their efforts to meet this requirement.
7. The scheduling of construction activities for the alley east of Ohio Street between San Bernardino Avenue and Pioneer Avenue shall be designated for the final phase of the project.

1.2 UTILITY COORDINATION

During construction, if City owned utility facilities are damaged, contractor shall inform the City. City crew will respond within two hours and assess the condition, and perform any necessary remedial work as quickly as possible. No additional compensation will be granted to the contractor for any delay due to the damage and repair of the utility facility. Other utilities not owned by the City, contractor should notify and coordinate with the utility owner.

END OF SECTION

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SECTION 01111 TRAFFIC CONTROL PLAN

A. General

The intent of this specification is to provide the format and requirements in preparation of the Traffic Control Plan (TCP).

B. Format

1. The sheets of the TCP shall display, at a minimum, the title of the project, name of firm preparing the TCP, name and stamp of Registered Traffic or Civil Engineer preparing the TCP, approval block for City of Redlands approval, north arrow, title sheet with an index of the sheets, sheet number, and total number of sheets.

2. The TCP shall be drawn to a 1 inch = 40 scale, or as otherwise approved by City staff, on common size sheets ranging from 8-1/2 inches x 11 inches, 11 inches x 17 inches or 24 inches x 36 inches as determined appropriate based on work area.

3. TCP must be prepared and approved by a Registered Traffic or Civil Engineer in the State of California.

C. Requirements

The TCP shall contain the following items and scenarios of traffic control:

1. Non-potable pipeline installation;

2. Potable pipeline installation;

3. Non-potable pipeline connection points;

4. Potable pipeline connection points;

5. Resurfacing operations;

6. Variations to accommodate night work;

7. All required detours;

8. Provide 4 changeable message boards, Solartech MB2-LR-1548 or approved equal, located throughout the project area to provide advance notification as work progresses;

9. The TCP shall be completed in conformance with Section 7-10.2.2.1 of the General Conditions and adhere to the following:

    a. At least one lane of traffic shall be open on all roadways during the pipeline installation with appropriate traffic control and flaggers;

b. Contractor shall install non-potable pipeline first and be fully operational prior to the start of the potable pipeline;

c. On street parking, where currently available, shall be open to the public outside of working hours; and

d. Colton Avenue between New York Avenue and Orange Street may be closed to thru traffic during the resurfacing operations; and

e. Shall be completed in conformance with all additional requirements from permitting agencies, such as Caltrans and SANBAG.

END OF SECTION

SECTION 01112 DESCRIPTION OF WORK

PART ONE -- GENERAL

1.1 SUMMARY

A. The work to be done under this Contract includes the furnishing of project management, labor, materials, tools and equipment for the construction of the 2023 CIP Sewer Pipeline Replacement Project, Project No. 521030 for the City of Redlands, all in accordance with the Contract Documents.

B. The following contract drawings are made a part of these Contract Documents:

Title	Sheet No.
Title Sheet & Vicinity Map	1
General Notes, Construction Notes, Symbol Legend and Details	2
Sewer Pipeline Replacement/Rehabilitation Plans	3-12

1.2 GENERAL SCOPE OF WORK

A. Work In This Contract: Work in this Contract includes all labor, materials and equipment necessary for construction of 2023 CIP Sewer Pipeline Replacement Project, Project No. 521030 as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of furnishing and installing all pipe, fittings, manholes, CIPP, and appurtenances; testing all pipelines; all traffic control (including furnishing and installing all arrowboards, barricades, signs, delineators, and flagmen); all utility location and verification (excavating, exposing, and verifying top, bottom, and side of utility facilities); all pavement removal and disposal; all earthwork (including trenching, shoring, sloping, bedding, and backfilling including select imported material or select native material); compacting; protecting in place or removing and replacing all existing utilities, manholes, trees, and public and private improvements; replacing all asphalt concrete pavement; pavement striping and restriping; testing all pipelines; destroyed survey monuments; disposing of excess soil and rock material and restoring all areas and improvements to pre-construction conditions.

2. The Contractor shall, upon completion of the pipeline construction and appurtenances required herein, initially operate all components of the Contract Work furnished and installed by Contractor, and make any additional adjustments, corrections, repairs, replacements, and reconstructions necessary to provide the City with complete, correctly operating pipeline and appurtenances.

END OF SECTION

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SECTION 01200 MEASUREMENT AND PAYMENT

A. Work Listed in the Schedule of Work Items

1. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

2. A retention of five percent (5%) of the value of work completed will be withheld from progress payments. This retention amount will remain constant throughout the contract period, and will not be payable until the expiration of thirty-five (35) days after the recordation of the Notice of Completion.

B. Work Not Listed in the Schedule of Work Items

The General Conditions and items in the General Requirements, and Specifications which are not listed in the schedule of work items of the bid form are, in general, applicable to more than one listed work item, and no separate work item is provided therefore. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the bid form.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the bid form, include the cost for that work in some related bid item so that the proposal for the project reflects the total cost for completing the work in its entirety.

The Contractor may experience difficulty in excavation due to rock or unsuitable backfill material throughout the project locations. It shall be the Contractor's responsibility to identify these areas and account for difficulty in excavation, the need to export rock or unsuitable backfill material and the need to import suitable backfill material. There will not be additional contract time or additional compensation for any project locations where any of these circumstances occur.

C. Bid Items

1. Mobilization, Bid Item 1:

Payment for Mobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01721. The bid price shall include, but not limited to, preliminary construction schedule, bonds, insurance, installation and relocation of information signs, shop drawings, catalog submittals and shall constitute full compensation for all labor,

material, equipment and incidentals required. The bid price for mobilization shall not exceed 5 percent of the Bid Schedule total price.

2. Traffic Control Plan, Bid Item 2:

Payment for Traffic Control Plan shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval, and shall include all labor and incidentals noted to complete the Traffic Control Plan per Section 01111.

The installation and implementation of traffic control items shall be included throughout bid items and the specific traffic control required for installing each item.

3. Erosion Control Plan, Bid Item 3:

Payment for Erosion Control Plan shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval, NPDES Permit and shall include all labor and incidentals noted within Section 01572.

Payment for the Erosion Control Plan shall be made based on the percentage of project completion to ensure compliance with all requirements. The completeness shall be determined by the Engineer and updated on progress payments.

4. Survey, Bid Item 4:

Payment for Survey shall be made at the contract lump sum price and shall constitute full compensation for research, construction surveying, construction staking, preparation and submittal of surveying cut sheets, tying existing control monuments that may be damaged or disturbed prior to construction, verifications of horizontal and vertical position of existing control monuments, recovery and reestablishment of damaged or disturbed control monuments after construction, preparation and submittal of corner records to applicable government agencies, and shall include all labor and incidentals noted within Section 01722.

Payment for the Survey shall be made based on the percentage of project completion to ensure compliance with all requirements throughout the duration of the contract. The completeness shall be determined by the Engineer and updated on progress payments.

5. Remove & Replace Existing 8” Pipe with 8” SDR 35 PVC Pipe, Bid Item 5:

Payment for Remove & Replace Existing 8” Pipe with 8” SDR 35 PVC Pipe shall be made at the contract unit price per linear foot and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the pipeline complete in place per the plans and specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, trenching, trench protection for workers removal and disposal of existing sewer pipe, cutting of lateral pipes, handling and disposal of unsuitable and waste material, pipe and appurtenances, pipe bedding and trench backfilling (including imported material, or select native if approved by the Engineer), compacting to a minimum of 95% relative compaction, placing and compacting 4” crushed aggregate base to 95% relative compaction, placing temporary asphalt concrete, replacing prior to final paving any

damaged concrete gutters from expansion joint to expansion joint, including dowels at each joint, final paving, required testing, CCTV inspection, or re-inspection, if required, of the pipeline, protecting in place or removing and replacing all existing utilities and public and private improvements, work site, and restoring all areas to pre-existing conditions.

Measurement shall be made horizontally along the centerline of the newly completed PVC pipeline, without deducting for pipeline fittings or appurtenances.

6. Remove & Replace Existing 12" Pipe with 12" SDR 35 PVC Pipe, Bid Item 6:

Payment for Remove & Replace Existing 12" Pipe with 12" SDR 35 PVC Pipe shall be made at the contract unit price per linear foot and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the pipeline complete in place per the plans and specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, trenching, trench protection for workers removal and disposal of existing sewer pipe, cutting of lateral pipes, handling and disposal of unsuitable and waste material, pipe and appurtenances, pipe bedding and trench backfilling (including imported material, or select native if approved by the Engineer), compacting to a minimum of 95% relative compaction, placing and compacting 4" crushed aggregate base to 95% relative compaction, placing temporary asphalt concrete, replacing prior to final paving any damaged concrete gutters from expansion joint to expansion joint, including dowels at each joint, final paving, required testing, CCTV inspection, or re-inspection, if required, of the pipeline, protecting in place or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

Measurement shall be made horizontally along the centerline of the newly completed PVC pipeline, without deducting for pipeline fittings or appurtenances.

7. Reconnect Sewer Lateral, Bid Item 7:

Payment for Reconnect Sewer Lateral shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install complete in place per Detail 2 on Sheet 2 of the plans and all specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, trenching, trench protection for workers removal and disposal of existing sewer pipe, cutting of lateral pipes, handling and disposal of unsuitable and waste material, pipe and appurtenances, pipe bedding and trench backfilling (including imported material, or select native if approved by the Engineer), compacting to a minimum of 95% relative compaction, placing and compacting 4" crushed aggregate base to 95% relative compaction, placing temporary asphalt concrete, final paving, testing, protecting in place

or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

8. CIPP 6" Pipe, Bid Item 8:

Payment for CIPP 6" Pipe shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install CIPP 8" Pipe complete in place per the plans and specifications.

The price shall include, but not be limited to, traffic control, disposal of debris, cleaning, pre and post installation video inspection, quality control and all labor, materials, tools, incidentals, and equipment required to complete the work.

9. CIPP 8" Pipe, Bid Item 9:

Payment for CIPP 8" Pipe shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install CIPP 8" Pipe complete in place per the plans and specifications.

The price shall include, but not be limited to, traffic control, bypass pumping, pipeline cleaning including debris and root removal, materials and storage of materials to be used for the CIPP process, CCTV inspection, disposal of debris, cleaning, pre and post installation video inspection, quality control and all labor, materials, tools, incidentals, and equipment required to complete the work.

10. CIPP 10" Pipe, Bid Item 10:

Payment for CIPP 10" Pipe shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install CIPP 10" Pipe complete in place per the plans and specifications.

The price shall include, but not be limited to, traffic control, bypass pumping, pipeline cleaning including debris and root removal, materials and storage of materials to be used for the CIPP process, CCTV inspection, disposal of debris, cleaning, pre and post installation video inspection, quality control and all labor, materials, tools, incidentals, and equipment required to complete the work.

11. CIPP 12" Pipe, Bid Item 11:

Payment for CIPP 12" Pipe shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install CIPP 12" Pipe complete in place per the plans and specifications.

The price shall include, but not be limited to, traffic control, bypass pumping, pipeline cleaning including debris and root removal, materials and storage of materials to be used for the CIPP process, CCTV inspection, disposal of debris, cleaning, pre and post installation video inspection, quality control and all labor, materials, tools, incidentals, and equipment required to complete the work.

12. Re-establish Lateral Connections following CIPP, Bid Item 12:

Payment for Re-establish Lateral Connection following CIPP shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install Re-establish Lateral Connection following CIPP complete in place per the plans and specifications.

The price shall include, but not be limited to, traffic control, bypass pumping, pipeline cleaning including debris and root removal, CCTV inspection, disposal of debris, cleaning, pre and post installation video inspection, quality control and all labor, materials, tools, incidentals, and equipment required to complete the work.

13. Removal of Protruding Lateral for CIPP, Bid Item 13:

Payment for Protruding Lateral Removal shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required for location verification and trimming of protruding laterals and capping if required for the jointing and connecting of service laterals to existing sanitary service.

The price shall include, but not be limited to, traffic control, disposal of debris, cleaning, pre and post installation video inspection, lateral verification, lateral reinstatement, quality control and all labor, materials, tools, incidentals, and equipment required to complete the work.

14. 6”/8”/10”/12” Spot Repair, Bid Item 14:

Payment for 6”/8”/10”/12” Spot Repair shall be made at the contract unit price per linear foot and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the pipeline complete in place per the plans and specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, trenching, trench protection for workers removal and disposal of existing sewer pipe, handling and disposal of unsuitable and waste material, pipe, couplings and appurtenances, pipe bedding and trench backfilling (including imported material, or select native if approved by the Engineer), compacting to a minimum of 95% relative compaction, placing and compacting 4” crushed aggregate base to 95% relative compaction, placing temporary asphalt concrete, replacing prior to final paving any damaged concrete gutters from expansion joint to expansion joint, including dowels at each joint, final paving, required testing, CCTV inspection, or re-inspection, if required, of the pipeline, protecting in place or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

Measurement shall be made horizontally along the centerline of the newly completed PVC pipeline, without deducting for pipeline fittings or appurtenances.

15. Remove Existing Manhole, Bid Item 15:

Payment for Remove Existing Manhole shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install complete in place per plans and specifications.

The bid price shall include, but not be limited to all necessary trench protection, traffic control, pavement saw cutting and removal, excavation, trench protection for workers removal and disposal of existing materials, handling and disposal of unsuitable and waste material, pipe and appurtenances, backfilling, placing temporary asphalt concrete, final paving, protecting in place or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

16. Construct 48" Manhole, Bid Item 16:

Payment for 48" Diameter Manhole shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install complete in place per plans and specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, excavation, crushed rock base, trench protection for workers removal and disposal of existing sewer pipe, handling and disposal of unsuitable and waste material, pipe and appurtenances, backfilling, connection of pipes to manhole, waterstops, placing temporary asphalt concrete, final paving, testing, protecting in place or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

17. Flow Bypass, Bid Item 17:

Payment for Flow Bypass shall be made at the lump sum price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the flow bypass system and prepare a bypass plan for review and approval by the City per Section 3-12.5.

Contractor shall also prepare a spill prevention plan for review and approval by the City in accordance with Section 3-12.5 of the specifications. The contractor shall be fully responsible for containing any sewage spillage, preventing any sewage from reaching water courses, recovery, cleaning and legal disposal of any spilled sewage, and fines, or penalties associated with the sewage spill imposed upon the agency and/or the contractor by jurisdictional regulatory agencies, and any other expenses or liabilities replaced to the sewage spill.

All pipeline or manhole work proposed within this contract shall be assumed to require a flow bypass system to complete. Sewage shall not be permitted to flow in trenches nor be covered by backfill. Plugging manholes and pumping via a vactor truck from manhole to manhole will not be considered a sufficient means for bypassing.

18. Testing of CIPP Liner, Bid Item 18:

Payment for testing of CIPP liner shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to complete all testing requirements listed within Section 02766 of the specifications.

19. Demobilization, Bid Item 19:

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.

20. Unforeseen work not covered within all other bid items, Bid Item 20:

Payment for unforeseen work not covered within all other bid items shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required. Unforeseen work must be approved by the City staff before doing any work, and pay estimate shall be negotiated based on unit price already established with the bid proposal for this project. Any work required that is outside of the proposed bid unit cost, shall be performed based on time & material (T&M) basis and T&M cost shall be negotiated and approved by the City staff prior to performing the work. Unforeseen work will be paid in each billing cycle with a percentage of the lump sum cost included in the bid. This item may or may not be spent entirely.

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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

SCHEDULE OF VALUES

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

SCHEDULE OF VALUES

Project Name

Contractor Name
Address
Address
Phone:

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:
INVOICE DATE:
INVOICE NO.

BID ITEM/DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
					QTY	$ VALUE	QTY	$VALUE		
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00			0.0	$0.00
TOTALS				$0.00		$0.00		$0.00		$0.00

SCHEDULE OF VALUES

SUMMARY OF CHANGE ORDERS	QTY	UNIT	UNIT BID PRICE	QTY	$ VALUE	QTY	$ VALUE	TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
CHANGE ORDER NO. 1	1	LS						0.0	$0.00
CHANGE ORDER NO. 2	1	LS						0.0	$0.00
CHANGE ORDER NO. 3	1	LS						0.0	$0.00
CHANGE ORDER NO. 4	1	LS						0.0	$0.00
CHANGE ORDER NO. 5	1	LS						0.0	$0.00
CHANGE ORDER NO. 6	1	LS						0.0	$0.00
CHANGE ORDER NO. 7	1	LS						0.0	$0.00
CHANGE ORDER NO. 8	1	LS						0.0	$0.00
CHANGE ORDER NO. 9	1	LS						0.0	$0.00
CHANGE ORDER NO. 10	1	LS						0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
CHANGE ORDERS TOTAL			$0.00				$0.00		$0.00

			VALUE OF WORK COMPLETED TO DATE	$0.00
ORIGINAL CONTRACT PRICE	$0.00		AMOUNT DUE THIS PERIOD INCL RETENTION	$0.00
TOTAL AMOUNT OF CHANGE ORDERS	$0.00		LESS 5% RETENTION	$0.00
ESTIMATED TOTAL CONTRACT PRICE TO DATE	$0.00		**AMOUNT DUE THIS PERIOD**	**$0.00**

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SECTION 01321 CONSTRUCTION SCHEDULE

1. THE REQUIREMENT

A. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of this Contract.

B. The CONTRACTOR'S representative in charge of scheduling is required to attend all meetings pertaining to scheduling and progress of the Work.

C. The CONTRACTOR shall submit to the ENGINEER 3 hard copies and the electronic file of the CONTRACTOR'S Construction Schedule (the schedule) at the time of the preconstruction meeting. The schedule shall be either a Critical Path Method (CPM) Network or a detailed Bar Chart with the critical path clearly shown. If the CPM network option is used, then Primavera Project Management or Microsoft Project shall be the scheduling software. If a detail Bar Chart is used, Microsoft Excel shall be the software utilized. The schedule shall include the following:

1. Activity ID,
2. Activity Description,
3. Start date for each activity,
4. Finish date for each activity,
5. Original duration,
6. Predecessor,
7. Successor,
8. Percent Complete,
9. Remaining Days.

A minimum of seven (7) calendar days for review of each schedule. Schedule activities shall be of sufficient detail to assure adequate planning has been done for proper execution of the Work and such that, in the sole judgement of the ENGINEER, it provides an appropriate basis for monitoring progress. The schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract. Submittal and approval of the schedule in accordance with the requirements of this Section is a condition precedent to the issuance of any payments under this Contract. Once the schedule is approved it will become the baseline schedule and must be shown and compared on all subsequent schedule submittals.

D. Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the required Contract Completion date), and total float within the schedule, is not for the exclusive use of either the CITY or the CONTRACTOR, but is a jointly owned expiring resource available to and shared by both parties. Pursuant to this float sharing requirement, use of

float suppression techniques shall be cause for rejection of the schedule and any revisions or updates.

E. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors or Suppliers, at any tier, and which extends actual performance of the Work beyond the current Contract completion date and the completion date projected by the current, approved, updated schedule. If the delay occurs along a path, which the current approved Construction Schedule update projects late completion prior to addition of any CITY caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by the CONTRACTOR through the submittal, within seven (7) calendar days after the delay occurs, of a Time Impact Analysis which demonstrates the estimated impact on the end date of the Work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other means.

If a time extension if granted by the CITY, the updated schedule reflecting the change shall become the baseline and be reflected schedule and must be shown and compared on all subsequent schedule submittals.

Since float time within the Construction Schedule is jointly owned, it is acknowledged that CITY caused delays on the project may be offset by CITY caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract or approval of substitution requests which result in a savings of time to the CONTRACTOR). In such an event, the CONTRACTOR shall not be entitled to receive a time extension or delay damages until all CITY caused time savings are exceeded and the Contract completion date is also exceeded.

F. If the initial schedule submitted shows completion of Work more than thirty (30) calendar days in advance of the Contract completion date, the ENGINEER may, at no cost to the CITY, decrease the Contract duration by issuance of a Change Order which changes appropriate Milestone Date(s) and the Contract completion date to the completion date reflected on the schedule. Any approved schedule, revision, or update having an early completion date shall show the time between the early completion date and the Contract completion date as "project float".

G. Comments made by the ENGINEER on the schedule during review will not relieve the CONTRACTOR from compliance with all requirements of the Contract. The ENGINEER may request that the CONTRACTOR and all major Subcontractors (defined herein as being any Subcontractor, Sub-Subcontractor, or Supplier with five (5) percent or more of the value of the Contract) participate in

review of any schedule submission. All revisions shall be submitted within seven (7) calendar days after the ENGINEER'S review.

H. Two copies of an updated schedule shall be submitted to the ENGINEER for approval with the submittal of each CONTRACTOR'S monthly payment request or the monthly payment request will be withheld. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between the CONTRACTOR and the INSPECTOR, and an estimate of the remaining duration. The monthly update of the schedule shall include an updated bar chart with logic arrows or network diagram and include the same additional data as required by Section 1.C. If the CPM network option is used, the schedule shall be calculated using remaining durations and the progress override option. The monthly update shall also include a complete, hard copy list of all the changes made from the previously approved submittal. If the schedule is done using Primavera, use a Claim Digger report for the list of changes.

I. The submittal of an updated schedule which meets the requirements of this Section, accurately reflects the status of the Work (for all previously accepted activities), and incorporates all approved changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. (Actual and/or forecast dates for status of additional submittal cycles shall be added without the prior approval of the Engineer.) Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of a Change Order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update.

J. If completion of any part of the Work, delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind schedule and will impact the end date of the Work, the CONTRACTOR shall submit a written recovery plan acceptable to the ENGINEER for completing the Work by the current Contract completion date, if requested by the ENGINEER.

K. As a condition precedent to the release of any retained funds, the CONTRACTOR shall, after substantial completion of the Work has been achieved, submit a certified, final schedule which accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all activities on the schedule.

END OF SECTION

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SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY

1.1 GENERAL

A. Required**:** Provide photographs taken at the Jobsite at the specified stages of Contracted Work in accordance with provisions of this Section.

1. The Contractor shall provide the City with photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc).

2. Take first photographs just before CONTRACTOR starts any work operations at the Jobsite.

3. Take final photographs when all Contracted Work has been completed, regardless of time interval since previous photographs were taken.

1.2 SUBMITTALS

Except as otherwise directed by the ENGINEER, submit all photographs electronically on a CD/DVD organized by phase of construction and location.

1.3 QUALITY ASSURANCE

Photographs and prints to be of professional quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.

END OF SECTION

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SECTION 01323 CONSTRUCTION STATUS REPORTS

1.1 REQUIREMENTS

A. Daily Status Report

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, unusual occurrences and etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the City and shall be submitted to the Project Manager at the conclusion of each work week.

The Contractor shall also have workers on the project sign in and out each day on the City of Redlands Daily Sign In Sheet which shall state the name, times in and out and the work performed by each worker on the project each day. The completed Daily Sign In Sheets shall be submitted to the City of Redlands Project Manager at the end of each work week. Failure to submit daily reports and daily sign in sheets to the Project Manager on a weekly basis will result in a possible and temporary suspension of work until reports are submitted.

B. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

C. 3 Week Look Ahead Schedule

During the construction phase of the Work, the CONTRACTOR shall submit 3 Week Look Ahead reports to the ENGINEER at the weekly progress meetings or as directed by the ENGINEER. The report shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

D. Miscellaneous Submittals

CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit original copies to the ENGINEER at weekly intervals for approval:

1. List of Subcontractors and Sub-Subcontractors at the site**,** types of works and job location.

2. Count of CONTRACTOR’S personnel at the site**,** name, type of work, hours completed and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

END OF SECTION

SECTION 01330 SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, including required submittals by all Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, two (2) hard copies and one electronic (PDF) copy of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER at a time sufficiently early to allow review of same by the ENGINEER and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

C. All design or shop drawings or other submittals shall be accompanied by a transmittal form for each submittal. Any submittal not accompanied by such a form may be returned, at the ENGINEER'S discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

F. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within twenty (20) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal

item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:

1. If a submittal is returned to the Contractor marked "NO EXCEPTIONS," formal revision and resubmission of said submittal will not be required.

2. If a submittal is returned to the Contractor marked "EXCEPTIONS NOTED," formal revision and resubmission of said submittal will not be required, unless specifically requested.

3. If a submittal is returned to the Contractor marked "RETURNED FOR CORRECTION," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

4. If a submittal is returned to the Contractor marked "NOT ACCEPTABLE," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED". Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.

H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR'S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the

CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.

J. The ENGINEER'S review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

K. CONTRACTOR'S Coordination:

1. ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the ENGINEER unless specifically called for in the Contract Documents.

3. ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER.

4. ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information is received by the Consultant or ENGINEER.

L. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

1. Schedule of Values for all Lump Sum items within the Proposal.

2. Construction Schedule and Notification to ENGINEER of completion of each milestone or percentage increment of the Work as required.

3. Submittal Schedule

4. Daily Construction Reports

5. Shop Drawings and Structural Calculations.

6. Manufacturer's Data and Specifications.

7. Samples

8. Templates

9. Certificate of Compliance

10. Construction Photographs

11. Substitutions

12. Record Drawings and Record Project Manual

13. Operation & Maintenance Manuals

14. Stock Materials, Spare parts, tools

15. Material Testing Results

16. Maintenance Logs and Maintenance Schedule.

M. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the ENGINEER.

1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which include fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

N. Coordination and Submittals:

1. Carefully review and coordinate all aspects of each item being submitted.

2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

5. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

6. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the ENGINEER copies of the approved plans or drawings for review.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name of the Project

2. Date of the Submittal

3. Name and address of Consultant

4. Name and address of the CONTRACTOR

5. Name and address of the Subcontractor(s)

6. Name and address of the Supplier

7. Name and address of the Manufacturer

8. Reference to Specification Section Number and Title

9. Reference to Drawing Sheet Number and detail(s)

10. Submittal Number

11. Priority Number and expected return date.

END OF SECTION

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THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

SUBMITTAL COVER SHEET

Project Name:		**Submittal Number:**	
Project Number:		**Date of Submittal:**	
Submitted By:			

Submittal Title:	

Priority Type (Select One):	☐ Low	☐ Normal	☐ High

Submittal Type (Select One):	☐ Pre-Construction	☐ Post-Construction

Category (Select One):	
☐ Product Data	☐ Close-Out
☐ Shop Drawing	☐ Warranty
☐ Mock Up	☐ Test Report
☐ Sample	☐ Operation / Maintenance Manual
☐ Certification	☐ MSDS – Material Safety Data Sheets
☐ As-Built	

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REQUEST FOR INFORMATION (RFI)

Project Name:		**RFI Number:**	
Project Number:		**Date of RFI:**	
Submitted By:			

RFI Title:	

Work Impact? (Select One):	☐ No	☐ Unknown
	☐ Yes – Work Impeded	☐ Yes – Work Stopped

Question:

Proposed Solution (Optional):

Requestor:

Signature: _____

Title: _____ **Date:** _____

SECTION 01572 EROSION CONTROL PLAN

Contractor shall comply with all laws, codes, ordinances and requirements of governing agencies regarding the discharge of pollutants, air and water pollution control and any other requirements for this project. Within 5 days of the Notice to Proceed, Contractor shall submit two (2) hardcopies of the draft Erosion Control Plan to the City for review. Any corrections or changes shall be made to the Erosion Control Plan, approved by the Engineer and implemented prior to any construction work on this project. The plan shall be updated as necessary or required for compliance purposes.

Payment for work on this item shall be made as a percentage of work completed at each monthly payment. All work under this item shall be as shown on the approved drawing accepted by the City prior to any work on the project. The Contractor shall have all work installed and inspected by the City prior to any work on the project.

Full compensation for this item shall be in accordance with all state and federal NPDES rules, regulations, requirements and laws and shall constitute all work for providing, installing, maintaining and removing all work as required for all excavations, earthwork, grading, grinding, paving, concrete, runoff containment, and any other work performed within the project boundaries.

END OF SECTION

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SECTION 01581 CONSTRUCTION INFORMATION SIGNS

1.1 THE REQUIREMENT

The City shall provide the Contractor with all required construction information signs for the project. The signs shall be installed at the locations noted in the plans, if included, or as otherwise directed by the Engineer. If the project consists of numerous sites, the construction information signs shall be relocated to each site as work progresses. The construction signs shall be installed the same day work commences on any construction site. If the sign is not installed prior to construction work beginning at a subsequent site, the City will install the information signs at the Contractor's expense.

The installation of each sign shall be the responsibility of the contractor to include mounting posts, hardware and any related incidentals to ensure the sign is placed in a safe and secure manner. For any sign required for multiple site projects, where the sign is frequently relocated and not anticipated to be installed in the ground on posts, the Contractor shall provide a Type III barricade for mounting. The contractor shall obtain approval from the Engineer following installation of the construction information sign. If the signs are installed in the ground with posts, proper vertical clearance shall be provided. The minimum vertical clearance shall be six feet within a parkway area and seven feet within the sidewalk.

The construction information sign shall remain visible at all times. The contractor shall replace stolen signs at their expense and maintain the signs, ensuring all graffiti, soil, paint, etc. is removed from the sign immediately. Upon completion of the project, each sign shall be removed and returned to the City. If the sign is not returned to the City at the completion of the project in the original condition, the cost of the sign shall be withheld from the final progress payment.

The Contractor shall notify Underground Service Alert (Dig alert) at least 2 working days, but not more than 14 calendar days, prior to performing any excavation.

Full compensation for furnishing all labor, equipment, materials, and tools required to perform the tasks noted above, and as ordered by the Engineer, shall be considered as being included in the various Contract items of work and no separate or additional compensation will be allowed therefore.

END OF SECTION

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SECTION 01721 MOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no mobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for mobilization.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.

4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.

6. Developing construction water supply.

7. Providing field office trailers for the CONTRACTOR, complete with all specified equipment, furnishings, utility services and required approvals from the CITY.

8. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.

9. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.

10. Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.

11. Submitting all required Subcontractor insurance certificates and bonds.

12. Posting all CAL/OSHA required notices and establishment of safety programs.

13. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedules.

14. Erecting all temporary fencing, including removal and disposal of existing temporary fencing.

END OF SECTION

SECTION 01722 SURVEYING

PART 1 - GENERAL

A. General

1. The CONTRACTOR shall be responsible for all surveys required to layout the Work and for the accuracy of all survey work for construction. The CONTRACTOR shall include the cost of all such survey work in their Bid. The CONTRACTOR shall have all construction surveying performed by a `Licensed Land Surveyor' or a `Civil Engineer' registered by the State of California to perform such work. The ENGINEER reserves the right to verify all survey work done by the CONTRACTOR.

2. The CONTRACTOR shall preserve the initial survey control points for the duration of their usefulness. Monumentation that is subject to disturbance or destruction shall be located and referenced prior to construction and relocated and referenced if necessary after construction, in accordance with the following requirements.

B. Construction Surveys

1. The CONTRACTOR shall provide all reference stakes and form checks necessary for construction and inspection of improvements. All construction staking shall be documented in cut sheets and provided to the ENGINEER. This staking may include but is not limited to: removals, joins, rough grade, slope, utilities, storm drains, sewers, curbs, walks, paving, wall and building stakes; and any other staking necessary for construction and inspection.

C. Reference Or Grade Stakes

1. A reference or grade stake shall be set for each grade change or angle point shown on the plan, standard plan, and shop drawing, in addition to the normal staking interval.

D. Form Checks

1. Forms shall be checked when durable points may be disturbed, removed, or are impractical to be used to verify the design location. The measured location shall be recorded in the survey field notes. All variations from the plan location shall be brought to the attention of the ENGINEER.

E. Staking Intervals And Offset Stake Lines

1. All staking intervals shall be in accordance as directed by the Engineer. Stake lines shall be set at an offset distance from the improvement to ensure proper grade, station, and alignment.

F. Utility Stakes

1. The CONTRACTOR shall provide stakes for all utilities, public or private, that require location or relocation, unless otherwise stated.

G. Additional Survey Work

1. The CONTRACTOR may be required to furnish additional survey work, such as profiles, restakes, Change Orders, etc., at the request of the ENGINEER or the INSPECTOR.

H. Accuracy

1. The CONTRACTOR shall use appropriate surveying methods to obtain the following standards: For fixed works (i.e. cast-in-place concrete; asphalt pavement, pipes and drains; and other items determined by the ENGINEER) the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.015 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.015 foot or less.

2. For excavation purposes, the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.1 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.1 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that semimajor axis of the 95% error ellipse is ±0.1 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.1 foot or less.

I. Survey/Inspector

1. The CONTRACTOR shall provide to the INSPECTOR those measurements and control points necessary to determine the location and conformance to the plan, line, and grade of the improvements necessary for inspection purposes.

J. Survey Notes

1. The CONTRACTOR shall supply and keep notes on CITY standard format note sheets. The ENGINEER may request copies of, and otherwise review, survey notes at any time during the construction phase of the Project. Upon completion of the Project, the original survey notes shall become the property of the CITY and shall be delivered to the ENGINEER

PART 2 – MONUMENT PRESERVATION GUIDELINES

A. New & Reconstruction Projects

1. Prior to Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record above or below the surface, within the road right-of-way. It is suggested that this search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument is required.

c. The survey crew shall properly reference all found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item c, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered and disturbed monuments shall be reset with the same or more durable type of monument as the original, in the surface of the construction. Key monuments shall be a minimum 1" inside diameter iron pipe of appropriate length.

b. A monument box or other protective structure is recommended to be placed around key monuments (section corners, quarter section corners).

c. The authorized surveyor shall properly completes a Corner Record or Record of Survey for all set monuments with a change in character, including tag number, and submit it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

B. Overlay Projects

1. Prior To Construction

   a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

   b. The survey crew shall diligently search for all survey monuments of record and on the surface of the road. It is suggested the search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument within 2" of the road surface is recommended.

   c. The survey crew shall properly reference found survey monuments, which may be disturbed or covered during construction, to stable surface points.

   d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item 3, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

   a. All covered or disturbed monuments and surface monuments are reset in the new road surface, or a new monument is set in the new road surface above the buried one.

   b. All existing monument boxes will be adjusted to grade or replaced, as appropriate.

   c. A monument box or other protective structure should be placed around key monuments (section corners, quarter section corners).

   d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for all set monuments and existing monuments with a change in character, including tag number and submits it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

C. Slurry Seal Projects

1. Prior To Construction

   a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies furnished to for the survey crew.

b. All monument boxes shall be located and steps taken to ensure that the survey monuments inside are readily accessible upon completion of the project.

c. The survey crew shall diligently searches for survey monuments on the surface of the roadway, and identify said monuments recovered in the field to ensure that they will be protected. The survey crew shall inventory the monuments recovered in the field in a manner that allows for their recovery and inspection after construction.

2. After Construction and Prior to Notice of Completion

a. All monument boxes shall be inspected, and appropriate action taken when needed, to ensure that the survey monuments inside are readily accessible.

b. The survey crew shall review the inventory of found monuments by field inspection to ensure that all survey monuments are clean and exposed. Those monuments covered after construction is completed shall be uncovered.

D. Monument Tie Preservation

1. Prior To Construction

a. All existing survey monument ties within the scope of the project shall be researched and identified prior to construction. Surveyor may obtain existing tie sheets from the City as available.

b. If it is determined that all ties for a survey monument may be disturbed during construction, the Surveyor shall relocate the monument ties prior to construction, within improvements that will not be disturbed, and file the revised tie sheet with the City. A minimum of three tie points should reference each centerline monument, whenever possible

2. After Construction and Prior to Notice of Completion

a. If it is determined that the result of construction will not disturb all survey monument ties for a specific monument, the Surveyor shall replace all monument ties disturbed during construction per the following guidelines:

i. Monument ties shall be placed during the finishing process of the concrete improvements.

ii. Monument ties shall be set below the elevation of the adjacent top of curb to provide protection from any future cleaning, maintenance or work around the tie.

iii. A minimum of three tie points should reference each centerline monument, whenever possible.

b. Once the construction is complete, the Surveyor shall prepare a revised tie sheet, and file with the City for all monument ties disturbed during the construction.

END OF SECTION

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SECTION 01732 POTHOLING

1.1 THE REQUIREMENT

A. The CONTRACTOR shall conduct exploratory excavations by potholing to verify or to discover the actual locations and the size of existing underground utilities and improvements. The CONTRACTOR shall take care not to damage existing facilities during potholing operations. Any utility or existing facility (including those located by Underground Service Alert - USA) within 3 feet of any trench or excavation shall be potholed prior to starting the contract work in the vicinity. Potholing shall be done in each given area where excavation work is to occur at least fourteen (14) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

B. Potholing shall consist of excavations at the locations of utilities or other underground facilities indicated on the Drawings, located by USA, or as directed by the ENGINEER. All costs of potholing operations for the utilities indicated on the Drawings shall be included in the CONTRACTOR'S Bid.

C. If an allowance for "Additional Potholing" has been established and included in the SCHEDULE OF WORK AND PRICES, this allowance shall only be used to reimburse the CONTRACTOR for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER. If the total cost of the Work directed under the Additional Potholing allowance differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual costs and the amount included in the Bid, as an additional amount due to the CONTRACTOR or a credit to the CITY, as appropriate.

D. In addition to the potholes indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do further potholing deemed necessary at no additional cost to the CITY.

E. Potholing operations shall conform to all applicable requirements as to sidewall slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

F. Potholes shall be identified and protected in accordance with the Engineer's instructions, the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Standards.

G. The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the specifications.

H. A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area. Payment for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER will not be made unless these potholes are listed on the verified log.

I. The CONTRACTOR shall record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

J. Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

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SECTION 02766 CURED-IN-PLACE PIPE (CIPP)

PART 1 - GENERAL

A. Description

It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube, which is tightly formed to the original conduit. The resin is cured using either hot water under hydrostatic pressure or steam pressure within the tube. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting with a 50 year design life.

B. References

This specification references standards from the American Society for Testing and Materials, such as:

1. ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube),

2. ASTM F1743 (Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)),

3. ASTM D5813 (Cured-in-Place Thermosetting Resin Sewer Pipe),

4. ASTM D790 (Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials),

5. D2990 (Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics)

These specifications are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

C. Submittals

1. Submit shop drawings in accordance with Section 01330.

2. Submit certificate of compliance with referenced standards (e.g., AWWA, ANSI, ASTM, etc.).

3. Submit the source of materials for the specified liner pipe.

4. Quality Control Reports – The manufacturer's results of quality control tests performed on actual material used. The reports shall contain all the raw data and intermediate calculations, as well as the testing procedures.

5. Installation Manual from manufacturer for proposed product.

6. Material Safety Data Sheet (MSDS) for all products proposed.

7. Data, measurements, assumptions and calculations for each different liner design proposed within the project.

8. Installation Plan showing the specific installation sequence, including schedule of each segment, cleaning, shutdown, curing, cool down, installation and service reinstatement. Plan shall be maintained on the jobsite at all times.

9. Quality Control Plan including the following:

   A. A detailed discussion of the proposed quality controls to be performed by the Contractor.

   B. Define the Contractor's personnel roles and responsibilities. Contractor shall assign specific personnel responsible for ensuring that all requirements, for this contract are met.

   C. Define procedures for quality control, product sampling and testing.

   D. Define procedures for product performance controls in both raw materials and the cured product.

10. Resident Notification Plan in accordance with Section 7-19 of the General Conditions.

PART 2 - MATERIALS

A. Tube

1. The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1743, Section 5.2.1 or ASTM D 5813, Sections 5 and 6. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.

2. The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness.

3. The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during installation.

4. The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and allow the resin impregnation (wet out) procedure to be monitored.

5. The Tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

6. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

7. Seams in the Tube shall be stronger than the non-seamed felt material.

8. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol. The tubes must be manufactured in the USA.

B. Resin

The resin system shall be a corrosion resistant polyester or vinyl ester system including all required catalysts, initiators that when cured within the tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813 and ASTM F1743, the physical properties herein, and those which are to be utilized in the submitted and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

C. Structural Requirements

1. The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall and a design life of 50 years.

2. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

3. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7.

4. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

5. The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

MINIMUM CIPP PHYSICAL PROPERTIES

Property	Test Method	Cured Polyester Composite min. per ASTM F1216	Cured Polyester Composite Enhanced Resin
Modulus of Elasticity	ASTM D790	250,000 psi	400,000 psi
Flexural Stress	ASTM D790	4,500 psi	4,500 psi

6. The required structural CIPP wall thickness shall be based as a minimum, on the properties in the table above, or greater values if substantiated by independent lab testing and in accordance with the design equations in the Appendix X1. Design Considerations of ASTM F1216, and the following design parameters:

Design Safety Factor = 2.0

Retention Factor for Long-Term Flexural Modulus to be used in Design = 50% - 75%

(*As determined by long-term tests described in Section 2, and approved by the Owner*)

Ovality (calculated from (X1.1of ASTM F1216) = 2%

Enhancement Factor, K =See Section 3

Groundwater Depth (above invert of existing pipe) = 0 (ft)

Soil Depth (above crown of existing pipe) = See Plans (ft)

Soil Modulus = 120 psi

Soil Density = 1000 pcf

Live Load = H20 Highway

Design Condition (partially or fully deteriorated) = FD

7. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.

PART 3 - EXECUTION

A. General

Cured-In-Place Pipe (CIPP) for the mainline sewer shall be installed as a one piece liner to reconstruct a section of the mainline sewer without excavation. The liner shall be leak free at the interface between the mainline and liner and at all lateral connections. The tube shall be continuous in length and the wall thickness shall be uniform. The liner shall be capable of conforming to offset joints, bells and disfigured pipe sections.

B. Preparatory Work & Incidental Items

1. It shall be the responsibility of the Contractor to locate and designate all manhole access points for the work.

2. The Contractor shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. A trap shall be installed downstream of cleaning operations to collect all debris generated. The Contractor shall be responsible for disposal of all debris removed from the line during the cleaning process. Any hazardous waste material encountered during this project will be considered as a changed condition.

3. CCTV videos have been provided for all lines proposed for lining within this project. The Contractor shall review the videos contained within Appendix E and notify the Engineer immediately if any conditions appear unfeasible to install CIPP. The Contractor shall also review the videos to establish the required amount of cleaning required for each pipeline. There shall be no additional time or compensation for conditions evident on the videos at the time of bid opening.

4. The Contractor shall provide for the flow of sewage around the section or sections of pipe designated for repair. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make the bypass. The pump(s) and bypass line(s) shall be of adequate capacity to accommodate the sewage flow.

5. It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the installation process, that was not evident on the pre-bid video and it cannot be removed by conventional sewer cleaning equipment or in-situ repair equipment, Contractor shall contact the City representative immediately.

6. Perform CCTV inspection after cleaning of the sewer lines, to document the condition of the host pipe, identify and locate any live service laterals, and verify the lines were cleaned in accordance with the lining manufacturer's requirements.

7. Inspection of pipelines shall be in accordance with Section 500-1.1.5 performed by experienced personnel trained in locating breaks, obstacles and service connections using close circuit television (CCTV) inspection techniques. The pipeline interior shall be carefully inspected to determine the location of any conditions that may prevent proper installation of CIPP. These shall be noted and corrected. A videotape and suitable written log for each line section shall be produced for later reference by the Owner.

8. The Contractor shall field verify the pipe diameter at the manhole and the lengths of the sections to be rehabilitated prior to ordering liner materials. The Contractor shall notify the Engineer of any discrepancies between the information obtained in the field and the data in these bid documents and specifications or plans.

C. Installation

1. If following the cleaning and video inspection process noted above in the preparatory work, flow was reintroduced into the pipe or greater than a (1) hour delay has occurred since the completion of this process, the existing host pipe shall be cleaned and CCTV inspection performed again after sewage has been bypassed and just prior to insertion of the liner.

2. A maximum of one (1) hour may elapse between this final cleaning pass and the insertion of the liner.

3. CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:

   A. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable.

   B. The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method as defined within relevant ASTM standards previously stipulated. If pulled into place, a power winch or its equivalent should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

   C. Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

   D. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule. A cool-down process shall be conducted that complies with the resin manufacturer's specification.

D. Reinstatement of Lateral Connections

1. It is the intent of these specifications that branch connections to buildings be re-opened without excavation, utilizing a remotely controlled cutting device, monitored by a CCTV. The Contractor shall certify a minimum of two complete functional cutters plus key spare components are on the job site before each installation or are in the immediate area of the jobsite and can be quickly obtained. Unless otherwise directed by the Owner or his authorized representative, all laterals will be reinstated. No excavation will be allowed to reinstate any lateral connection. The Contractor will be responsible for all costs and liability associated with lateral reinstatement.

2. Solid round cuts, "cookies", will not be allowed to be performed for the reinstatement. All lateral re-establishment shall adhere to the following:

   A. A remote cutting device shall re-establish each service lateral by cutting strips.

   B. The opening shall be between 95%-100% of the original opening.

   C. The edges of the opening shall not have any pipe or liner fragments which may obstruct flow or snag debris.

   D. All solids generated from cutting must be captured and removed downstream by the Contractor.

3. If lateral connections are cut greater than 100% of the original opening, the Contractor shall install a CIPP type repair sufficiently sized to completely cover the over-cut service connection. No additional compensation will be allowed for over-cut service lateral connections.

E. Liner Termination Points

1. The beginning and end of the CIPP shall be cut flush at the inlet and outlet points in the manhole.

2. The ends shall be permanently sealed to the rehabilitated pipeline to prevent any infiltration between the CIPP and the host pipe.

3. Ends shall be sealed with a sealing material that is recommended by the liner manufacturer.

4. Sealing:

   A. Shall be compatible with the liner/resin system, provide a watertight seal, and is approved by the City prior to start of construction.

   B. Hydraulic cements and quick-set cement products are not acceptable.

C. Acceptable materials shall be an approved epoxy type product that will bond, not crack, dry up, slough off, or shrink in time, and provide a good transition in the manholes.

D. Sealing terminations shall be performed at no additional cost to the City.

PART 4 - INSPECTION

A. Liner Sample Testing

1. All sampling and testing of the CIPP liner shall be completed by the contractor via a third party testing laboratory. All costs associated with the test, shipping and receipt of the results in accordance with these specifications shall be included within the unit price listed in the bid schedule.

2. Samples shall be taken at the frequency identified within these specifications. Pipe physical properties will be tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in the table on page 4 of this specification, Table 1 of ASTM F1216 or the values submitted to the Owner/engineer by the contractor for this project's CIPP wall design, whichever is greater.

3. Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87½% of the submitted minimum design wall thickness as noted within this specification.

4. Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6.

5. The tests shall be performed at an independent, third party laboratory experienced with CIPP testing, which has been approved by the Engineer. Third party laboratory/testing facility is defined as ASTM accredited materials testing firm with no financial or directorial link to liner manufacturer or Contractor.

6. Contractor shall be responsible for all shipping and handling costs associated with sending samples to be tested to the independent testing laboratory. The cost of testing shall be paid by the Contractor at the unit bid price noted in the bid schedule.

7. Samples shall be taken as noted below:

   A. One sample shall be taken from the first segment of CIPP liner material installed for each size within the project.

   B. For each 3,000 LF of additional installed length installed, a minimum one field sample shall be prepared and tested.

8. The Contractor shall determine sampling location and procedures to ensure representative samples are obtained from the finished liner, subject to approval by the Engineer. The Engineer must be notified 48 hours prior to field sample collection. The Engineer or other City representative must be on-site when field sample is collected. The City reserves the right to make alterations, deviations, additions to or omissions from the performance testing.

9. The Contractor shall furnish removable sizing sleeves to collect liner samples which accurately replicate the host pipe diameter.

10. Test results shall be sent directly to the Engineer from the testing laboratory within fourteen (14) days or less of the field sample date. Testing laboratory shall submit wet singed and stamped hard copies of the results. Contractor is responsible for cost associated with laboratory sending results directly to the Engineer.

11. If the results of testing do not meet the latest published specifications of the manufacturer, or the physical property values listed within these specifications, the City will choose one of the following options for remediation:

    A. Payment for that length will be reduced by an equal percentage of the 50-year useful life that has not been achieved, as shown by the test results.

    B. The City shall require the Contractor to replace the material with the material which was stated on the submittals, and retest to verify compliance.

    C. The City shall reserve the right to require the Contractor to dig up the sewer line and replace it with new PVC SDR 35 sewer line. Many locations within this project are streets which are currently scheduled for resurfacing. In the event the liner is rejected and the pipe must be excavated and replaced, the Contractor shall be responsible to remove and replace the pavement area affected, utilizing a process and replacement area approved by the City.

12. The City shall reserve the right to require the Contractor to meet their stated qualifications using the method that best serves the City.

B. <u>Liner Field Testing</u>

1. Prior to reinstatement of all live service laterals, the Contractor shall perform leakage testing on the liner in accordance with ASTM F1216 or as approved by the City. If liner requires repair, testing shall be performed again after repair is complete. Contractor may utilize CIPP curing water as a means to complete the testing.

2. Exfiltration test:

    A. Plug the downstream end of the lined pipe segment and install a standpipe to the lined pipe's upstream end using appropriately sized 90-degree elbow fittings, plastic standpipe and flexible watertight couplings.

B. Contractor shall remove all air from line to be tested.

C. The standpipe shall be temporarily secured within the manhole.

D. Contractor shall perform exfiltration test as specified in ASTM F1216.

E. The allowable water exfiltration shall not exceed the limits stated in ASTM F1216 for the pipe to be accepted as watertight.

F. If the lined pipe segment does not meet the requirements of the exfiltration test, repair or replace and retest the lined pipe segment so that it meets the requirements at no additional cost to the City.

3. Air test:

A. The Contract may substitute an air pressure test in lieu of the exfiltration test as approved by the City.

B. Requirements for air testing may include:

(1) Securely plug all openings in the line to be tested.

(2) Apply an approximate air pressure of four (4) psi.

(3) Time for a one (1) psi pressure drop shall be at least ten (10) minutes or as approved by the City.

4. A post installation video inspection shall be performed by the Contractor in accordance with Section 500-1.1.5 while all flow is bypassed and all laterals have been reinstated. All videos completed during the lining process, including cleaning, pre-installation and post-installation shall be provided to the City on DVD and arranged by segment. Videos shall be labeled and an index provided to easily differentiate between phases of video and segments.

5. Videos shall be delivered within 7 days of completion of the lining process to allow time for review by the City. No progress payments will be made for lining amounts installed without the review and approval of all captured videos.

PART 5 - ACCEPTANCE

A. <u>Finished Liner</u>

1. Shall be inner polyethylene layer and an outer polyester felt layer impregnated with a thermosetting resin to fit tightly against the existing inside pipe wall.

2. Shall be fabricated from materials that, when cured, shall be chemically resistant to withstand internal exposure to sewage gases containing quantities of hydrogen

sulfide, carbon monoxide, methane, petroleum hydrocarbons, moisture saturation, and dilute sulfuric acid.

3. Shall be continuous over the length of pipe rehabilitated.

4. Shall be free from dry spots, delamination, lifts, fins and the like as identified by the City. Contractor shall remove and replace the CIPP full circumference, from manhole to manhole or as directed by the City if these conditions are present.

5. If the liner fails to re-form or cure, the Contractor shall be required to remove the failed liner at no additional cost to the City.

B. Interior Surface

1. No wrinkles exceeding the tolerances found in Table 1 – Liner Repair Guidelines will be allowed to remain within the liner.

2. Interior surface liner within ten (10) feet of manholes shall be wrinkle free. All wrinkles within this limit shall be properly removed to allow proper installation of flow restricting plugs.

3. Wrinkles in the finished lined pipe which:

   A. Cause a backwater greater than three-eighths (3/8) inch in depth,

   B. Reduce the hydraulic capacity of the pipeline as determined by the City,

   C. Cause a maintenance problem or inconvenience as determined by the City,

   D. Cause debris and solids to hang-up and accumulate,

   E. Reduce the structural stability of the pipe,

   Are unacceptable and shall be removed or repaired by the Contractor in a method that is approved by the City at no additional cost.

4. If wrinkles are detected in the installed liner, the Contractor shall provide photographs and dimensions of the wrinkle including height and direction.

C. Defective Liner and Repair Guidelines

1. All liners that do not meet the quality specified above shall be assessed by the City based on the guidelines shown in Table 1; City's assessment and remedy shall be final. All repairs shall be performed by the Contractor at no additional cost.

2. All repairs shall meet the original specifications for finished liner. The repair plan shall be submitted by the Contractor, reviewed, and approved by the City prior to any corrective action for any and all defects.

3. All repairs shall be performed within ten working days after notification to the Contractor of the defect.

Table 1. Liner Repair Guidelines

Defect	Tolerance	Remedy
Wrinkles, Fins, or Folds along top of pipe (from 9 to 3 clock position)	Repair if exceeding 5% of nominal diameter of host pipe	Trim flush with liner wall and patch with epoxy
Wrinkles, Fins, or Folds along bottom of pipe (from 3 to 9 clock position)	Repair if exceeding 3% of nominal diameter of host pipe	Trim flush with liner wall and patch with epoxy
Bubbles, Blisters, Dimples, Lumps, Lifts, or Foreign Inclusions.	Repair if exceeding 5% of nominal diameter of host pipe	Remove and patch with epoxy
Cracked, Delaminated, Dry Spots, Burst, Collapsed, or Unraveled	Repair all	Remove and patch with epoxy

(1) It is the intent for the liner installation and all repairs to provide a circular liner that adheres firmly to the host pipe.
(2) All other quality requirements specified elsewhere still apply.

4. For any deficiencies that not feasible to be repaired by the guidelines above, the City shall reserve the right to require the Contractor remove the existing sewer line and replace it with new PVC SDR 35 sewer line if all other methods of correction are not successful.

5. Many locations within this project are streets which are currently scheduled for resurfacing. In the event the liner is rejected and the pipe must be excavated and replaced, the Contractor shall be responsible to remove and replace the pavement area affected, utilizing a process and replacement area approved by the City

END OF SECTION

APPENDIX

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APPENDIX A
CHECKLIST OF LABOR LAW REQUIREMENTS

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CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT JOB CONFERENCE MEETINGS

Name (print) _____Date _____

Company _____Project _____

The Federal and State labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. **Payment of Prevailing Wage Rates**
   The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. **Apprentices**
   It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. **Penalties**
   There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

4. **Certified Payroll Reports**
   Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776. Each contractor and subcontractor shall submit its weekly certified payroll reports to the LCR from the agency no less than weekly or within ten days of request. In the event that there has been no work performed during a given week, the certified payroll report shall be annotated: "No work" for that week. Under Labor Code Section 1776(h) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request. **For projects bidding after April 1, all contractors will need to upload their certified payroll to the Department of Labor Standards Enforcement website. Effective Jan. 1, 2016, ALL projects will require contractors to upload all certified payroll. This requirement is in addition to the request for payrolls by the City of Redlands;

5. **Nondiscrimination in Employment**
   There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

6. **Kickbacks Prohibited**
   Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code 4100 et seq.

9. Properly Licensed and Registered

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq. Contractors and subcontractors are also required to be registered with the Division of Labor Standards Enforcement to work on public works projects in California. Requirements for registration and penalties for not being registered are found in Labor Code 1773.3.

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

11. Workers Compensation Insurance

Labor Code 1861 requires contractors and subcontractors be insured properly for workers compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

13. Undocumented Workers

Contractors and subcontractors are prohibited by the Federal government against hiring undocumented workers, and must secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Contractors and subcontractors must provide itemized wage statements to employees per Labor Code 226.

In accordance with Federal and State laws and with the awarding agency contract documents, the undersigned prime contractor wishes to assure the City of Redlands that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

Contractor	**City of Redlands**
_____	_____
Name Printed	Name Printed
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

IMPORTANT NOTICE

New Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $300 but may increase each year. This fee shall be paid during the initial registration and each annual renewal.

DO I qualify for registration?
Contractors will need to meet minimum qualification standards to be registered. These include:

- Be properly licensed with the Contractors State License Board for your trade.
- Provide evidence of workers compensation insurance (if applicable).
- Be in good standing (Have no outstanding liabilities for wages, damages, penalties due to an employee or the State, may not be under State or Federal debarment).

WHAT happens if I don't register?
Unregistered contractors working on or bidding for public works projects will be subject to an immediate $2,000 fine and the $300 registration fee to continue working on the project. Unregistered contractors may be removed from the project by the Awarding Agency. Contractors found working on public works projects without being registered also risk not being approved for registration by DLSE.

ELECTRONIC CERTIFIED PAYROLL REPORTING REQUIREMENTS

Prevailing wage law has been changed to require contractors to submit certified payrolls electronically to the DLSE.

WHO is required to submit certified payrolls?
All contractors, subcontractors and sole owner/operators will be required to submit certified payrolls electronically to the DLSE.

WHEN do I need to submit certified payrolls electronically?
If your project is awarded after April 1, 2015, electronic payroll submission is required immediately. Otherwise, electronic payroll submission will be required for all projects awarded on or after January 1, 2016.

WHERE do I submit my certified payrolls?
For now, certified payrolls can be submitted by contractors to the DLSE at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin This website address will change when the DLSE implements their online electronic database system which still has not been developed. Alliant will notify contractors when this system is available.

DO I still need to submit hard copy certified payrolls?
The City of Redlands will still require hard copy submission of certified payroll reports per your contract. The requirement to submit certified payrolls electronically to the DLSE does not replace the requirement for contractors to submit payrolls to the City of Redlands.

Contact the City of Redlands regarding any questions you may have regarding the new requirements for contractor registration or online submission of certified payroll: (909) 798-7698.

PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS-140)

This is not a request for dispatch of apprentices.

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: **http://www.dir.ca.gov/das/PublicWorksForms.htm** for information about programs in your area and trade. The information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTORS STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME AND ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT WAS EXECUTED
	DATE OF EXPECTED/ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME AND ADDRESS OF APPRENTICESHIP PROGRAM(S)	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE/ACTUAL DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of the Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their standards. (Enter name of Committee)

2. ☐ We will comply with the standards of_____ Apprenticeship Committee for the duration of this job only. (Enter name of Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

_____
Signature Date

_____
Typed Name

_____
Title

DAS-140 FORM - PUBLIC WORKS CONTRACT AWARD INFORMATION

(Title 8, California Code of Regulations, Section 230)
(California Labor Code, Section 1777.5 (e))

SUBMIT CONTRACT AWARD INFORMATION

Prior to commencing work on a contract for Public Works **every** Contractor shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices. Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to **all** of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project. This contract award information shall be in writing on a DAS Form 140, Public Works Contract Award Information or a letter which includes the following information:

(1) Contractor's name, address, telephone number and state license number;
(2) The full name and address of the public work awarding agency;
(3) The exact location of the public work site;
(4) Date of the contract award;
(5) Expected start date of the work;
(6) Estimated journeyman hours;
(7) Occupation of Apprentice;
(8) Approximate number of apprentices to be employed; and
(9) Approximate dates apprentices will be employed.

This information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.
Failure to provide contract award information, which is known by the awarded contractor, shall be deemed to be a continuing violation for the duration of the contract, ending when a Notice of Completion is filed by the Awarding Body, for the purpose of determining the accrual of penalties under Labor Code Section 1777.7.

THE TOP SECTION OF THE FORM COMPLETELY FILLED OUT will provide the information required pursuant to California Labor Code Section 1777.5 and California Code of Regulations Section 230.1.

LOWER SECTION OF THE FORM Check an appropriate box (#1, 2 or 3) for your status.

In addition to the "ORIGINAL(S)" mailed to all applicable Apprenticeship Committees, a copy of this information shall also be submitted to the City of Redlands.

NOTE: The filing of a DAS 140 is not a request for the dispatch of registered apprentices

CONTRACTOR FRINGE BENEFIT STATEMENT

Project Name:	Project Location:	Today's Date:
Contractor / Subcontractor Name:	Business Address:	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. Please Include Apprentice Rates.

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Print Name and Title	Signature and Date (Wet Signature Required)

California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR: OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.: SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:

WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:

PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Form A-131 (New 2-80)

Statement of Compliance

Date:_____

I _____, the undersigned, am the _____ with the authority to act for and on
(Print Name) (Position in Business)
behalf of _____ certify under penalty of perjury that the records commencing on _____ and ending on _____ submitted herein and consisting of ____ pages are the originals, full and corrected documents, which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individuals names,

(1) That this employer has complied with the requirements of the California Labor Code Sections. 1771, 1811, and 1815 for all performed on this public works project, and that the classifications set forth therein for each trade rate conform with the work Performed.
(2) That any apprentices employed in the above period are duly registered to a bona fide apprenticeship program registered with the State of California's Division of Apprenticeship Standards.

PAYROLL/OTHER DEDUCTIONS

1. I herein certify the *full* and complete Prevailing Wages were paid as currently published and posted by the Director of Industrial Relations, State of California and only deductions as authorized under the laws of the State *of* California or the laws of United States of America have been made from these sums.
2. All other deductions are clearly listed for each employee on an attachment as required by the Director of Industrial Relations, State of California.

OPTIONAL BENEFIT PLANS

I herein certify that all employee deductions for benefit plans are authorized and the employee(s) are signed up for the plan(s) and are receiving the benefit(s) of the plan(s) listed.

☐ WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above payroll, payment of fringe benefits as listed in the contract have or will be made to the appropriate programs for the benefit of such employees, except as noted below.

☐ WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above payroll has been paid as indicated on the payroll, an amount not less the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the determination for the craft, except as noted below,

Exception(s)

Craft	Explanation
Craft	Explanation
Craft	Explanation

Remarks

_____

_____

I herein certify under the penalty of perjury all of the above is true and correct as submitted.

Name **Signature**

Date **Payroll #**

CONTRACTOR INFORMATION SHEET

Job Name: _____ Category: _____

Prime Contractor: _____

Subcontractor: _____ License#: _____

Address: _____

Phone #: _____ Payroll Report Contact: _____

Email Address: _____

Fax #: _____ Contract Amount: _____

Estimated Start Date: _____ Estimated End Date: _____

ANTICIPATED TRADES/CLASSIFICATIONS:

_____ _____

_____ _____

_____ _____

SUB-CONTRACTORS (if applicable)

Name: License #: Phone/ Fax #: Contact:

_____

_____

_____

2N

APPENDIX B
CITY OF REDLANDS
WORKDAY CONSTRUCTION SCHEDULE

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CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

2024

APPENDIX B

CONSTRUCTION WORKDAY CALENDAR

JANUARY

S	M	T	W	T	F	S
	1 / 1	2 / 2	3 / 3	4 / 4	5 / 5	6 / 6
7 / 7	8 / 8	9 / 9	10 / 10	11 / 11	12 / 12	13 / 13
14 / 14	15 / 15	16 / 16	17 / 17	18 / 18	19 / 19	20 / 20
21 / 21	22 / 22	23 / 23	24 / 24	25 / 25	26 / 26	27 / 27
28 / 28	29 / 29	30 / 30	31 / 31			

FEBRUARY

S	M	T	W	T	F	S
				1 / 32	2 / 33	3 / 34
4 / 35	5 / 36	6 / 37	7 / 38	8 / 39	9 / 40	10 / 41
11 / 42	12 / 43	13 / 44	14 / 45	15 / 46	16 / 47	17 / 48
18 / 49	19 / 50	20 / 51	21 / 52	22 / 53	23 / 54	24 / 55
25 / 56	26 / 57	27 / 58	28 / 59	29 / 60		

MARCH

S	M	T	W	T	F	S
					1 / 61	2 / 62
3 / 63	4 / 64	5 / 65	6 / 66	7 / 67	8 / 68	9 / 69
10 / 70	11 / 71	12 / 72	13 / 73	14 / 74	15 / 75	16 / 76
17 / 77	18 / 78	19 / 79	20 / 80	21 / 81	22 / 82	23 / 83
24 / 84	25 / 85	26 / 86	27 / 87	28 / 88	29 / 89	30 / 90
31 / 91						

APRIL

S	M	T	W	T	F	S
	1 / 92	2 / 93	3 / 94	4 / 95	5 / 96	6 / 97
7 / 98	8 / 99	9 / 100	10 / 101	11 / 102	12 / 103	13 / 104
14 / 105	15 / 106	16 / 107	17 / 108	18 / 109	19 / 110	20 / 111
21 / 112	22 / 113	23 / 114	24 / 115	25 / 116	26 / 117	27 / 118
28 / 119	29 / 120	30 / 121				

MAY

S	M	T	W	T	F	S
			1 / 122	2 / 123	3 / 124	4 / 125
5 / 126	6 / 127	7 / 128	8 / 129	9 / 130	10 / 131	11 / 132
12 / 133	13 / 134	14 / 135	15 / 136	16 / 137	17 / 138	18 / 139
19 / 140	20 / 141	21 / 142	22 / 143	23 / 144	24 / 145	25 / 146
26 / 147	27 / 148	28 / 149	29 / 150	30 / 151	31 / 152	

JUNE

S	M	T	W	T	F	S
						1 / 153
2 / 154	3 / 155	4 / 156	5 / 157	6 / 158	7 / 159	8 / 160
9 / 161	10 / 162	11 / 163	12 / 164	13 / 165	14 / 166	15 / 167
16 / 168	17 / 169	18 / 170	19 / 171	20 / 172	21 / 173	22 / 174
23 / 175	24 / 176	25 / 177	26 / 178	27 / 179	28 / 180	29 / 181
30 / 182						

JULY

S	M	T	W	T	F	S
	1 / 183	2 / 184	3 / 185	4 / 186	5 / 187	6 / 188
7 / 189	8 / 190	9 / 191	10 / 192	11 / 193	12 / 194	13 / 195
14 / 196	15 / 197	16 / 198	17 / 199	18 / 200	19 / 201	20 / 202
21 / 203	22 / 204	23 / 205	24 / 206	25 / 207	26 / 208	27 / 209
28 / 210	29 / 211	30 / 212	31 / 213			

AUGUST

S	M	T	W	T	F	S
				1 / 214	2 / 215	3 / 216
4 / 217	5 / 218	6 / 219	7 / 220	8 / 221	9 / 222	10 / 223
11 / 224	12 / 225	13 / 226	14 / 227	15 / 228	16 / 229	17 / 230
18 / 231	19 / 232	20 / 233	21 / 234	22 / 235	23 / 236	24 / 237
25 / 238	26 / 239	27 / 240	28 / 241	29 / 242	30 / 243	31 / 244

SEPTEMBER

S	M	T	W	T	F	S
1 / 245	2 / 246	3 / 247	4 / 248	5 / 249	6 / 250	7 / 251
8 / 252	9 / 253	10 / 254	11 / 255	12 / 256	13 / 257	14 / 258
15 / 259	16 / 260	17 / 261	18 / 262	19 / 263	20 / 264	21 / 265
22 / 266	23 / 267	24 / 268	25 / 269	26 / 270	27 / 271	28 / 272
29 / 273	30 / 274					

OCTOBER

S	M	T	W	T	F	S
		1 / 275	2 / 276	3 / 277	4 / 278	5 / 279
6 / 280	7 / 281	8 / 282	9 / 283	10 / 284	11 / 285	12 / 286
13 / 287	14 / 288	15 / 289	16 / 290	17 / 291	18 / 292	19 / 293
20 / 294	21 / 295	22 / 296	23 / 297	24 / 298	25 / 299	26 / 300
27 / 301	28 / 302	29 / 303	30 / 304	31 / 305		

NOVEMBER

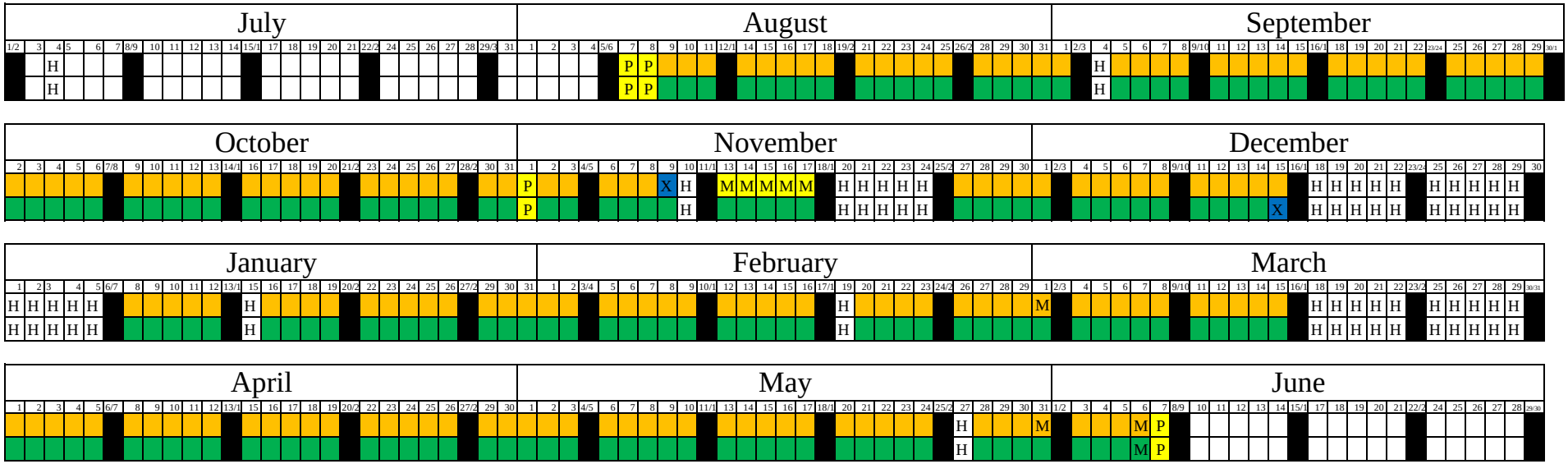
S	M	T	W	T	F	S
					1 / 306	2 / 307
3 / 308	4 / 309	5 / 310	6 / 311	7 / 312	8 / 313	9 / 314
10 / 315	11 / 316	12 / 317	13 / 318	14 / 319	15 / 320	16 / 321
17 / 322	18 / 323	19 / 324	20 / 325	21 / 326	22 / 327	23 / 328
24 / 329	25 / 330	26 / 331	27 / 332	28 / 333	29 / 334	30 / 335

DECEMBER

S	M	T	W	T	F	S
1 / 336	2 / 337	3 / 338	4 / 339	5 / 340	6 / 341	7 / 342
8 / 343	9 / 344	10 / 345	11 / 346	12 / 347	13 / 348	14 / 349
15 / 350	16 / 351	17 / 352	18 / 353	19 / 354	20 / 355	21 / 356
22 / 357	23 / 358	24 / 359	25 / 360	26 / 361	27 / 362	28 / 363
29 / 364	30 / 365	31 / 366				

City Holiday

REDLANDS UNIFIED SCHOOL DISTRICT
STUDENT ATTENDANCE CALENDAR
2023-2024
ALL REDLANDS SCHOOLS



Elementary
Secondary

P Staff Professional Day (No Students In Attendance)
M Minimum Day- Conferences/Report Card Preparation
H Holiday (No Students In Attendance)
X Report Card Day (No Students In Attendance)

Student Attendance Days - 180
Teacher Attendance Days - 185

End of Quarter and Semester Dates - Grades TK/K and 6-12

Quarter 1 - October 6
42 days
Quarter 2 / Semester 1 - December 15
42 days Quarter 2
84 days Semester 1
Quarter 3 - March 15
48 days
Quarter 4 / Semester 2 / End of year - June 6
48 days Quarter 4
96 days Semester 2

End of Trimester Dates - Grades 1-5

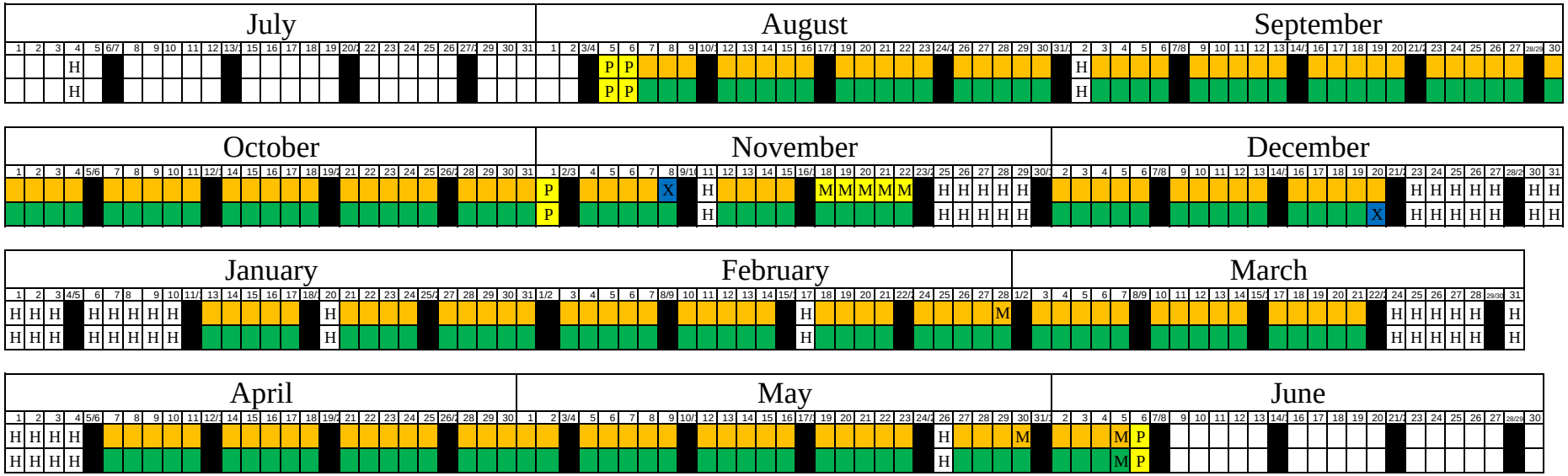
Trimester 1 - November 3
61 days
Trimester 2 - March 1
62 days
Trimester 3 - June 6
58 days

H - Holidays - NO ATTENDANCE

LABOR DAY	September 4
VETERANS DAY	November 10
THANKSGIVING RECESS	November 20 - 24
WINTER RECESS	December 18 - January 5
MARTIN LUTHER KING DAY	January 15
PRESIDENTS' DAY	February 19
SPRING BREAK	March 18 - March 29
MEMORIAL DAY	May 27

Board Approved: March 8, 2022

REDLANDS UNIFIED SCHOOL DISTRICT
STUDENT ATTENDANCE CALENDAR
2024-2025
ALL REDLANDS SCHOOLS



Elementary
Secondary

P Staff Professional Day (No Students In Attendance)
M Minimum Day - Conferences/Report Card Preparation
H Holiday (No Students In Attendance)
X Report Card Day (No Students In Attendance)

Student Attendance Days - 180
Teacher Attendance Days - 185

End of Quarter and Semester Dates - Grades TK/K and 6-12

Quarter 1 - October 4
42 days
Quarter 2 / Semester 1 - December 19
47 days Quarter 2
89 days Semester 1
Quarter 3 - March 21
48 days
Quarter 4 / Semester 2 / End of year - June 5
43 days Quarter 4
91 days Semester 2

End of Trimester Dates - Grades 1-5

Trimester 1 - November 1
61 days
Trimester 2 - February 28
61 days
Trimester 3 - June 5
58 days

H - Holidays - NO ATTENDANCE

LABOR DAY	September 2
VETERANS DAY	November 11
THANKSGIVING RECESS	November 25 - 29
WINTER RECESS	December 23 - January 10
MARTIN LUTHER KING DAY	January 20
PRESIDENTS' DAY	February 17
SPRING BREAK	March 24 - April 4
MEMORIAL DAY	May 26

Board Approved: January 9, 2024

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APPENDIX C
CCTV INSPECTION VIDEOS

Click on link below to view CCTV Inspection Videos.
For password email Project Manager at jsilva@cityofredlands.org.

CCTV INSPECTION VIDEOS LINK

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APPENDIX D
CITY OF REDLANDS
CONTRACTOR SAFETY DOCUMENTS

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THE CITY OF REDLANDS

CONTRACTOR SAFETY PROGRAM

Rev. June 15, 2021

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CONTRACTOR SAFETY PROGRAM

I. Policy

The purpose of this Contractor Safety Program ("CSP") is to ensure, as best as reasonably possible, the protection and safety of all persons and property during construction activities undertaken by private contractors on behalf of the City of Redlands ("City"). The City has a comprehensive and structured approach in outsourcing services performed on City facilities by third-party persons and entities ("Contractor(s)"). The first phase of this comprehensive approach includes actively screening Contractors based on safety records, safety performance, and safety compliance. After the qualified Contractor is awarded a contract, the Contractor must then ensure compliance with all local, state, federal and Cal/OSHA regulations applicable to the contracted scope of work, and requirements set forth within this CSP. The Contractor, its agents, and personnel must adhere to the policies and procedures set forth by this CSP and all applicable laws and regulations.

II. Authority

California Code of Regulations, Title 8, Section 336.10 "Determination of Citable Employer"
California Code of Regulations, Title 8
"Greenbook" Standard Specifications for Public Works Construction
Redlands Municipal Code
California Building Code

III. Scope

This CSP applies to all Contractors who provide or render construction or improvement services for City-owned property and facilities.
The Contractor services covered under this CSP include, but are not limited to, the following:

A. New construction;
B. Remodeling;
C. Facility maintenance or repair;
D. Equipment installation or maintenance; and
E. Services (i.e. janitorial, fleet operations, landscaping, etc.)

Consultants/ Professional service providers are exempt from having to submit a Safety Prequalification Questionnaire ("SPQ"), prior to the beginning of work, but they are expected to be compliant with industry best practices with regards to maintaining a safe work environment for their employees and others.

IV. Definitions

A. **Contract –** any written agreement between the City of Redlands and a Contractor, to perform a specified scope of work on City facilities. With respect to this policy, a contract includes, but is not limited to: awarded purchase orders, bids, and/ or project contracts.
B. **Construction Work –** construction, alteration, and/or repair, including painting and decorating.
C. **Contractor –** a person or entity (including all personnel) awarded a contract to perform work on City property or facilities.
D. **D.A.R.T Rate –** Injuries and illnesses severe enough to warrant: Days Away, Restrictions and Transfers. The DART rate is calculated using the following formula: Number of OSHA Recordable injuries and illnesses that resulted in Days Away x 200,000/divided by total hours worked by all employees during the year covered.

E. **Designated Work Area –** an area where it is necessary to restrict or limit entry or access of nonessential personnel or the public. Examples include work areas involving remediation abatement, demolition, excavation, and overhead lifting.
F. **Facilities –** any building or property owned by the City of Redlands.
G. **Hazard –** source or situation with a potential for harm in terms of injury or health, damage to property, damage to workplace environment, or a combination of these.
H. **Job Hazard Analysis ("JHA") –** a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. The objective is to eliminate the risk or to utilize control measures to reduce the risk.
I. **North American Industry Classification System ("NAICS") –** is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
J. **Non-compliance –** any deviation from standards, practices, processes, procedures, regulations etc. that could either directly or indirectly lead to injury or illness, property damage, damage to the workplace environment, or any combination of these criteria.
K. **Notice of non-compliance –** form provided to the Contractor by the City alerting the contractor of non-compliance with City specifications, Cal/OSHA regulations, or any other generally accepted safe work practice.
L. **Non-compliant hazardous work condition –** any hazard that is considered to be non-compliant with State or Federal safety and health regulations, City specifications, or any inconsistency with generally accepted work practices.
M. **Personnel –** all Contractor employees, contractors, sub-contractors and agents provided access to City property or facilities.
N. **Recordable Incident** – any injury or illness resulting in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness per OSHA Section 1904.7(a).
O. **Safety Tailgate –** informal safety meeting generally conducted at the job site prior to the commencement of a job or work shift.
P. **Services –** any and all, labor, duties, functions and activities required to be performed by the Contractor under the contract and any subsequent addenda.

V. Responsibilities

RISK MANAGEMENT

A. Update, maintain, and administer this CSP;
B. Maintain centralized records of training, site visit data, written programs, tailgate meetings, permits, and all other necessary contractor related documentation;
C. Provide technical assistance to Engineering personnel;
D. Attend Pre-construction meetings and progress meetings as needed;
E. Provide assistance on safety inspections as needed;
F. Review safety submittals;
G. Provide guidance on pre-qualification determination; and
H. Provide training to affected city personnel with responsibilities under this program.

PROJECT MANAGER (CITY)

The Project Manager has the authority to delegate any or all portions of this CSP to subordinates, but the Project Manager will be held accountable for their compliance. The Project Manager shall contact Risk Management, as necessary, for assistance in relation to this CSP.

A. Ensure safety hazards are addressed in a timely manner;
B. Communicate safety concerns during pre-construction meetings and progress meetings;
C. Inform impacted employees of construction activities scheduled in their work area;
D. Enforce pre-qualification procedures in bidding process; and
E. Ensure this CSP is properly executed.

INSPECTOR (CITY)

The City of Redlands construction inspector is not a safety professional and will only provide "Notice of Non-Compliance" for obvious and serious non-compliant conditions.

A. To the best of their abilities, inspect work sites for safety hazards;
B. Communicate safety concerns to Contractor;
C. Provide Contractor with "Notice of Non-Compliance" when serious conditions occur or repeat violations;
D. Collect documentation needed for construction worksites;
E. Submit documentation to Risk Management for recordkeeping;
F. Maintain photo documentation of safety hazards;
G. Never enter situations that can harm or endanger himself/ herself;
H. Never use personal protective equipment (PPE) or enter situations, which they are not trained for;
I. Contact Emergency Medical Services (911) and Risk Management in case of emergency; and
J. Attend and communicate safety concerns in progress meetings.

EMPLOYEES (CITY)

A. Immediately notify the Project Manager, inspector, or Risk Management of any safety related concerns at a Contractor job site; and
B. Contact Emergency Medical Services (911) and Risk Management in case of emergency.

CONTRACTOR

Where relevant and applicable, the Contractor's responsibilities shall include:

A. Compliance with requirements and responsibilities detailed within the Contractor Safety Program;
B. Ensure all local regulatory requirements are met and all necessary permits are obtained before conducting work on behalf of the City;
C. Designate a Project Safety Official by name who shall be available at all times to abate safety hazards;
D. Ensure all personnel have the appropriate qualifications and training to perform the contracted work (Copies of current training documentation and certifications must be on file with the City);
E. Inform City Project Manager or inspector of any job site safety hazards or concerns;
F. Inform City Project Manager if any suspected asbestos-containing material is located;
G. Conduct and submit Job Hazard Analysis (JHA) before work and as required by change of tasks;
H. Conduct and submit Safety Tailgates on a bi-weekly basis;
I. Provide all required PPE necessary to conduct work safely and in accordance with required local regulations;
J. The safety of all individuals who enter work site;
K. Spill cleanup;
L. Immediately report any incidents, accidents, near misses, unsafe conditions, or unsafe acts involving any jobsite personnel;

M. Arrange for the proper storage and removal of waste generated prior to the completion of job, and provide confirmation that the materials have been removed or disposed of in a manner compliant with all applicable environmental regulations;
N. Removing all equipment used during work activities and ensuring proper housekeeping of designated work area at the end of each workday and upon completion of the job;
O. Contact Emergency Services (911) and Project Manager in the event of an emergency; and
P. For the actions of their subcontractors, as they may pertain to this CSP, including their adherence to its contents and review of this document.

PROJECT SAFETY OFFICIAL (CONTRACTOR)

A. Shall be at the work site at all times;
B. Must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices;
C. Shall be available at all times to abate any potential safety hazards; and
D. Shall have the authority and responsibility to shut down an unsafe operation, if necessary.

VI. Program

SAFETY PREQUALIFICATION PROCESS

A. The safety prequalification process is intended to:
   - Provide the City with knowledge of past and current safety performance of Contractors working on City construction projects;
   - Improve Contractor compliance with City safety rules, including safe work practices required by applicable regulations and laws; and
   - Improve safety during Contractor activities.
B. A copy of the SPQ shall be provided to each person or entity bidding on a project, as part of the bidding process.
C. The completed questionnaire shall be returned and reviewed prior to awarding contract work, with supporting information provided as indicated by responses on questionnaire.
D. The SPQ shall be submitted to: 35 Cajon St., Suite 4
   Redlands Ca, 92373
   Attention: Project Name-Contractor Name-SPQ
E. The following criteria and information relating to the Contractor will be reviewed prior to awarding contract:
   - Contractor License;
   - Incident Rates;
   - OSHA Citations;
   - Safety Policies;
   - Safety Programs and Procedures;
   - Compliance History on City Projects; and
   - Certification Statement.
F. Contractor must qualify in each section to be approved for award of a contract.
G. If a Contractor fails to pass prequalification procedure, the City has the right to disqualify the Contractor's proposal.

H. All costs associated with compliance with City of Redlands prequalification requirements shall be at the sole expense of the Contractor.
I. If a Contractor provides information that is later determined to be false, or improperly withholds information, the Contractor will be immediately disqualified.
J. Any questions or information relating to filing this questionnaire may be answered by reaching:
   - Engineering: (909) 798-7698; or
   - Risk Management: (909) 798-7514

DISQUALIFICATION APPEAL PROCESS

This provision is established pursuant to Public Contract Code section 20101(d) which requires every public agency that requires prospective bidders to prequalify pursuant to the law to establish "a process that will allow prospective bidders to dispute their proposed prequalification rating prior to selection of an alternate bidder." If the City intends to disqualify a bidder based upon the bidder's safety record, the City will notify the bidder in writing and provide the bidder with any supporting evidence that has been received from others or adduced as a result of an investigation by the City. The notice of intention shall be sent by certified mail with return receipt requested or by overnight mail via a delivery service that provides online tracking which identifies the date of the prospective bidder's receipt of the notice, and shall include notice that the bidder has the right to, and may request a hearing to rebut any evidence used as a basis for disqualification and to present evidence to the City as to why the prospective bidder should be found qualified. Requests for a hearing must be made by written request to the City within ten calendar days of the date of the prospective bidder's receipt of the City's notice of intention. If the bidder does not request a hearing within the time allowed, the City's determination shall stand unchallenged and become final.

Within seven calendar days of receiving the bidder's request for a hearing, the City shall notify the bidder in writing of the date, time and place of the hearing. The hearing shall be held no sooner than ten (10) calendar days and no later than fifteen (15) calendar days after the notice is given. The notice shall inform the bidder of its right to present testimony and documents in support of its position.

The hearing shall be conducted before the Redlands City Manager, which may be continued from time to time as reasonably determined by the City Manager, but shall not exceed forty five (45) days. At the conclusion of the hearing, and after considering all testimony and documentation presented, the City Manager shall issue a written decision no later than five calendar days following the hearing. The City Manager's decision shall be final and is not subject to further appeal to the City.

The bidder shall not be entitled to bid on any contracts with the City until it has met the safety pre-qualification standards. If the City Manager approves an appeal, the contractor will have been deemed to meet the qualification standards and it will be valid for one year. The bidder shall have the right to withdraw its application for prequalification or its appeal at any time before the City Manager's decision becomes final. Such withdrawal will not preclude the bidder from re-applying for prequalification.

CONSTRUCTION PROJECTS

A. After a contract is awarded, the Contractor shall maintain, throughout the duration of the project, safety measures as necessary to protect the public and workers within, or in the vicinity of, the designated work zone. This includes an evaluation of the work to be performed and the hazards likely to be encountered. Contractors are expected to follow, at a minimum, all pertinent laws, rules and regulations for the location in which they will be working. Where applicable, Contractor Safety Programs will meet or exceed City programs/ procedures and are subject to review and approval by the City prior to contract execution.

B. Job Hazard Analysis ("JHA")
    1. Prior to a notice to proceed a JHA must be completed utilizing the City's form, or equivalent, to assess the hazards present in the designated work area. Any information requested on the City's form, but not stated on the equivalent form utilized, shall be provided separately with the original submission.
    2. All members of the construction unit must sign the JHA to acknowledge hazard abatement procedures.
    3. JHA must be kept at job site accessible to all impacted personnel.
    4. Failure to follow JHA procedures may lead to termination of the contract.
C. Personal Protective Equipment ("PPE")
    1. All required PPE must be worn at all times during work activities.
    2. All mandatory PPE must be highlighted in the JHA.
    3. PPE shall be provided by the Contractor.
    4. Failure to follow PPE guidelines may lead to termination of the contract.
D. Safety Tailgates
    1. Safety Tailgate Meetings must be held on a biweekly basis for all construction projects.
    2. The first meeting shall take place on Day 1, Week 1 and every other week thereafter.
    3. Tailgates shall be signed by all personnel and submitted to Construction Inspector for recordkeeping.
    4. Tailgate topics should be specific to the scope of work of the project.
E. Injury Reporting
    1. Contractors shall immediately report injuries or accidents to the Project Manager (regardless of severity). Additionally, contractors are responsible for and must also conduct accident investigations of any injuries that occur on site and provide results to the Project Manager.
    2. Use the City Incident Investigation Form (Attachment E), or equivalent, to meet this requirement.
F. Spill Prevention
    1. The Contractor is responsible for any spill within the confines of the project and those outside of the construction limits caused by the Contractor's defective equipment, containers, or personnel.
    2. Secondary spill containment systems shall be used to prevent contamination of the environment.
G. Construction in Occupied Buildings
    1. When building occupants are present during construction projects additional safeguards must be implemented to eliminate exposures and complaints. Dust/ particulates from demolition, sanding and other construction activities must be controlled by adequate ventilation, or containment and negative air ventilation systems based upon the specific type of activity and particle. Similar controls must be utilized for odorous activities including, but not limited to, carpet adhesive, painting, welding, and coatings.
    2. The Contractor shall ensure that the HVAC system is protected in order to prevent contamination. If an HVAC system is unprotected and contaminated by any construction/demolition materials, the Contractor shall be held responsible for the cost of cleaning the system and any subsequent repairs therein.
    3. Negative air ventilation systems shall have appropriate filtration and be exhausted outside of the building.

INSPECTIONS

A. Follow up inspections will be executed to enforce compliance with safety and health requirements.
B. Follow up inspections will be conducted as part of routine site inspections by construction inspector and Risk Management employees.

C. The SPQ aims to provide the City with knowledge of Contractor safety history and safety practices. This minimizes the need for increased frequency of inspections. In addition, the City will take the following guidelines into consideration when determining frequency of inspections.
    1. Scale of project;
    2. The frequency with which the number and types of hazards change as the work progresses;
    3. More frequent inspections will be implemented in the beginning of the project; and
    4. When the Contractor has never worked for the City.

TRAINING/DOCUMENTATION

A. Contractor will ensure that all personnel are properly trained for the scope of work they are assigned, as well as the equipment they will be utilizing.
B. Documentation shall be on file with the City prior to project start.
C. Personnel missing training documentation shall not be permitted to work on awarded City projects.
D. Training requirements are mandated by Federal and State Regulations. This may include, but is not limited, to the programs listed in the SPQ.

NON-COMPLIANCE

A. Contractor compliance issues shall be documented on the "Notice of Non-Compliance" form. A copy of this form shall be provided to Contractor for completion.
B. Upon receipt of the completed "Notice of Non-Compliance" form, the Project Manager and Risk Management will evaluate, based on the incident, and identify, as appropriate, any additional corrective and/or preventive actions for completion.
C. If immediate correction is not feasible, the project will be temporarily stopped until the issue is adequately resolved.
D. City staff with authority to stop work are:
    1. Construction Inspector;
    2. City Project Manager;
    3. City Manager; and
    4. Risk Management staff.
E. Any violation or deviation from safety rules, procedures, or regulations, based on evaluation, may be subject to any and all disciplinary actions listed as follows:
    1. Verbal warning
    2. Written warning-Notice of Non-Compliance (work may not continue until approved corrections are implemented);
    3. Dismissal of non-complying personnel; and/or
    4. Termination of Contract.

The City of Redlands maintains the right to terminate any contract for the violation of safety issues without liability to the City.

CITY PERSONNEL

A. All affected City employees will be informed in advance of any construction related work or other contract work which has the potential for impacting their workplace. Notifications will be made to all affected employees via e-mail or written memo by the Project Manager or designee. Notifications must include the following information:
    1. Start and end dates of the work to be completed;
    2. Work areas to be affected;

3. Description of work to be completed;
4. Name and phone number of Project Manager;
5. Name and phone number of Construction Inspector; and
6. Name and phone number of Risk Management.

B. Employees should be instructed to notify Project Manager regarding logistical issues or other concerns. Safety and Health concerns should be directed to either the Project Manager, Inspector, or Safety Specialist.

VII. Recordkeeping

The City's Human Resources / Risk Management Department will maintain all records prepared in association with this CSP, with copies also place on file with the office of the City Clerk.

VIII. Additional References

https://www.dir.ca.gov/title8/336_10.html

City of Redlands
Acknowledgment of Receipt Statement

I acknowledge by signing this document, that I have received and reviewed the City of Redlands' Contractor Safety Program and understand that it contains important information on the City's policies and procedures regarding employee safety as it pertains to Contractor activities. Furthermore, I acknowledge that failure to comply with any of these procedures may lead to termination of the contract with the City.

_____	_____
Contractor Signature	Contractor Title:
_____	_____
Contractor Name (Print)	Date Signed

If you have any questions regarding this document, please contact the
Risk Management Division at (909) 798-7514.

CITY OF REDLANDS
SAFETY PREQUALIFICATION QUESTIONNAIRE

Omitting or reporting false information on this questionnaire may result in disqualification of bid. The City of Redlands reserves the right to conduct random or for-cause audits of information stated in this questionnaire. If deemed necessary, additional documentation may be requested by the City to verify responses on this questionnaire.

SECTION 1 – GENERAL INFORMATION

Company Name:	
Contractor License #:	Expiration Date:
Address:	
City:	State: Zip Code:
Name of Person Submitting Application:	
Title:	Telephone #:
Email Address:	
Identify the highest ranking Safety/Health Professional in your Company:	
Name:	
Title:	Telephone #:

SECTION 2 – INCIDENT RATES & WORKER'S COMPENSATION INFORMATION

INCIDENT RATES **Provide your actual injury and illness data below:**	Provide the NAICS Code Number that best represents your Firm:_____ Provide any additional numbers here: _____

(Provide three full years of data)	Last Calendar	2 Years Ago	3 Years Ago
Number of hours worked by all employees:			
Total Recordable Incident Rate*:			
D.A.R.T. Rate*:			
Total Number of Fatalities:			

Incident Rate = [(Total Recordable Cases X 200,000 hours)/ Number of hours worked by all employees]

D.A.R.T. Rate = [(Total Number of entries for Days Away, Restricted and Job Transfer X 200,000 hours)/ Number of hours worked by all employees]

If your latest incident rates and D.A.R.T. rates are greater than 100% of the industry average for all your NAICS code Numbers Listed, your bid may be disqualified.

The industry average can be found at www.bls.gov

WORKERS' COMPENSATION INFORMATION

1. Provide your Workers' Compensation Experience Modification Rate (EMR) Data:

	Policy Year	EMR
Current EMR*		
1 Year Ago:		
2 Years Ago:		
3 Years Ago:		

* If your current EMR is greater than 1.25, initialing here certifies that you will provide a competent, full- time person or representative responsible for safety for all City projects:_____

* Initialing here certifies that your firm does not have an EMR:_____
(Submit a copy of your firm's Loss Run Reports for the last three years if your firm does not have an EMR.)

Name of your firm's Workers' Compensation carrier:

Phone Number of Workers' Compensation carrier

2. Is your firm self-insured for Workers' Compensation claims?	Yes ❒	No ❒
(If yes, please attach a copy of the latest Annual Report to the State of California Department of Industrial Relations and/or State of California Certificate of Self-Insurance.)		

SECTION 3– CITATION HISTORY

1. Has your firm received any regulatory citations in the last three years?	Yes ❒	No ❒
If yes, please answer the question below.		

2. Were any of the confirmed (Closed) citations classified as Serious, Willful, Repeat, or Failure to abate?	Yes ❒	No ❒
3. If yes, please explain:		
4. Have you abated all of the citations issued to you in the last three years	Yes ❒	No ❒
If no, please explain abatement action plan:		

SECTION 4 – SAFETY POLICIES

	Questions (Please check YES or NO)	YES	NO*
1.	Does your company provide and adhere to a written Illness Prevention Program (IIPP) (CCR Title 8 §3203(a))? If yes, a copy of the program will be required on-hand at the job site throughout the duration of the contract. Please attach a copy to your bid proposal.	☐	☐
2.	Does your company provide and conduct Tailgate Meetings, or equivalent with employees at least every 10 working days. (CCR Title 8 §1509(e))	☐	☐
3.	Does your company have a policy for disciplinary action for unsafe behavior ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203(a)(2))	☐	☐
4.	Does your company provide and abide by a written Code of Safe Practices that relates to your firm's operations. (CCR Title 8 §1509(b)) If yes, a copy of the Code of Safe Practices will be required on-hand at the job site throughout the duration of the contract. Please attach a copy with your bid proposal.	☐	☐
5.	Does your company perform JHAs? (CCR Title 8 §1511(b)	☐	☐
6.	Does your company provide training and retraining programs for ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203 (a)(2), (a)(7)	☐	☐
7.	Does your company provide training and retraining programs for ensuring employee compliance	☐	☐

*Please provide reason(s) for NO answer in the box below or on a separate sheet of paper.

Failure to provide the above-referenced documents will result in the contractor's bid being disqualified.

SECTION 5 – SAFETY PROGRAMS AND PROCEDURES

PLEASE ANSWER ALL QUESTIONS BY CHECKING YES OR NO, AND ATTACHING APPROPRIATE DOCUMENTS THAT MAY APPLY OR AS REQUESTED.

		YES	NO
1.	**Is Confined Space work anticipated in the scope of the work awarded? (If no, please proceed to Question 2)**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Confined Space Entry Procedure		☐	☐
List of personnel authorized on jobsite to work in confined space(s)		☐	☐
List of personnel authorized on jobsite to serve as Rescue Team		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

2.	**Is work requiring Lockout/Tagout protocols anticipated in the scope of the work awarded? (If no, please proceed to Question 3)**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Lockout/Tagout (LOTO) Procedure		☐	☐
List of personnel authorized on jobsite to perform LOTO		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

3.	**Is work requiring a personal lift anticipated in the scope of the work awarded? (If no, please proceed to Question 4)**	☐	☐
	If yes, please attach the following:	Attached?	
List of personnel authorized on jobsite to use lifts		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

4.	**Is work requiring a forklift anticipated in the scope of the work awarded? (If no, please proceed to Question 5)**	☐	☐
	If yes, please attach the following:	Attached?	
List of personnel authorized on jobsite to use a forklift		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

5.	**Is work requiring a crane anticipated in the scope of the work awarded? (If no, please proceed to Question 6)**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Crane Program		☐	☐
Copy of all expected Crane operators' Certifications		☐	☐
List of personnel designated as Competent under Crane program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

6.	**Is Hot Work (as defined by OSHA) anticipated in the scope of the work awarded? (If no, please proceed to Question 7)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hot Work Procedure	☐	☐
	List of personnel authorized on jobsite to perform Hot Work	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

7.	**Is Trenching/ Excavation work anticipated in the scope of the work awarded? (If no, proceed to Question 8)**	☐	☐
	Is a plan in place for the disposal of all material that cannot be returned to the trench/ excavation?	☐	☐
	Are appropriate materials for barricading or securing work area at jobsite?	☐	☐
	Has a permit from the Department of Industrial Relations for excavations deeper than 5 feet been obtained?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Trenching/ Excavation Procedure	☐	☐
	Copy of Permit if trench is to exceed depth of 5 feet	☐	☐
	List of personnel designated as Competent under Trenching/ Excavation Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

8.	**Is electrical work anticipated in the scope of the work awarded? (If no, proceed to Question 9)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Electrical Safety Program	☐	☐
	List of personnel designated as Competent under Electrical Safety Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

9.	**Is work that may have an arc flash potential anticipated in the scope of the work awarded? (If no, proceed to Question 10)**	☐	☐
	Are all materials required to safely perform arc flash present?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of Arc Flash Procedure	☐	☐
	List of personnel designated as Competent under Arc Flash Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

10.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 11)?**	☐	☐
If yes, please attach the following:		Attached?	
Copy of written Hearing Conservation Program		☐	☐
List of personnel working in high noise areas		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

11.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 12)?**	☐	☐
* Copies of SDS for Chemicals used must be kept at jobsite			
Please attach the following:		Attached?	
Copy of written Hazard Communication Program		☐	☐
List of personnel performing work with chemicals		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐
List trade names of all hazardous materials which you will be using on site:			

12.	**Is work on or adjacent to public roadways anticipated in the scope of the work awarded. (If no, proceed to Question 13)**	☐	☐
Do you have the appropriate provisions (signs, devices, barricades/)		☐	☐
Please attach the following:		Attached?	
Please provide a list of personnel working in traffic areas.		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

13.	**Is it anticipated in the scope of the work awarded that exposure to asbestos is possible? (If no, proceed to Question 14)**	☐	☐
Please attach the following:		Attached?	
Copy of written procedure(s)		☐	☐
List of personnel working with potential exposure to asbestos		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

14.	**Is it anticipated in the scope of the work awarded that exposure to silica is possible? (i.e. sandblasting, concrete demolition, concrete saw cutting, surface grinding, etc.) (If no, proceed to Question 15)**	☐	☐
Please attach the following:		Attached?	
Copy of Silica Control Plan		☐	☐
List of personnel working with potential exposure to silica		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

15.	**Is work at heights anticipated in the scope of the work awarded? (If no, proceed to Question 16)**	☐	☐
Please attach the following:		Attached?	
Copy of written Fall Protection Program		☐	☐
List of personnel designated as Competent under Fall Protection Program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

16.	**Is work requiring the use of respirators anticipated in the scope of the work awarded? (If no, proceed to Question 17)**	☐	☐
Please attach the following:		Attached?	
Copy of written Respiratory Protection Program		☐	☐
List of personnel using respirators		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

17.	**If the scope of work to be performed is not adequately represented by questions (1-16), please list any additional Health & Safety concerns below.**

SECTION 6 – COMPLIANCE HISTORY ON CITY PROJECTS

In addition to the previous sections, Contractors that have previously been awarded work by the City, will be equally evaluated on their compliance history in relation to City projects.

SECTION 7 – CERTIFICATION STATEMENT

I Certify under penalty of perjury that:

a. the information contained herein is true and correct to the best of my knowledge, and

b. no attempt has been made to give false or misleading information or to withhold any information.

Signature of Authorized Representative:	Title of Authorized Representative
Printed Name of Authorized Representative	Date Signed:

NOTICE OF NON-COMPLIANCE

Project: _____

Contractor: _____

Notice of Non-Compliance was issued to Contractor's representative,_____,
Name

on_____at_____.

The following unsafe behaviors were observed at the Contractor's job site:

_____
_____
_____
_____
_____
_____
_____

If the unsafe condition is not immediately corrected, the City of Redlands may take disciplinary action in accordance with the Contractor Safety Program guidelines.

_ _ _ _

Job Hazard Analysis

Project:			
Company:	Project Safety Official:	Project Manager (City):	
Scope of Work:		Location:	Date:

Tasks	Potential Safety Risks/Hazards	Safety Controls/Mitigat	Required PPE
			☐ Hard Hat ☐ Safety Vest ☐ Safety Glasses/Goggles ☐ Safety Boots ☐ Respirator ☐ Safety Gloves ☐ Face Shield ☐ Fall Protection ☐ Other: _____ _____ _____ _____

Signatures of Employees On-Site this JHA is applicable to:

Employee Signature:	**Print Name:**	**Date:**

INCIDENT INVESTIGATION FORM

Date of Incident:	Time of Incident:	Date Reported:
Lead Investigator:	Contact Information:	
Contractor:	Employee Name:	
Witness 1 Name:	Telephone:	
Witness 2 Name:	Telephone:	
Incident Site/ Location		
Incident Summary:		
Near Miss Yes No	Incident Severity: Minor Significant Major Critical	
Root Cause(s):		
Corrective Actions:		

APPENDIX E

a. City Encroachment Permit Form

(Contractor to obtain encroachment permit from the City as no-fee permit)

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Application for Road / Encroachment Permit

City of Redlands - Municipal Utilities & Engineering Department

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Contractor: _____ USA ID No.: _____

Contractor License No.: _____ Type: _____ Cal OSHA No.: _____

I hereby request permission to construct/install improvements/facilities within the City of Redlands road right-of-way at the following location:

Construction Start Date: _____ Anticipated Completion Date: _____

Development No.: _____ Plan No.: _____

Street Name: _____

Cross Streets: _____

Address: _____

and for the purpose of performing the following work:

_____

_____

Applicant/Agent Signature: _____ Date: _____

In accordance with Plans approved by the Municipal Utilities & Engineering Director and/or the Standard Specifications and Detail Drawings of the City of Redlands for the **quantity and type** of improvements listed below:

SHADED AREA FOR OFFICIAL USE ONLY

	EA	Driveway Appr, Res/Comm	$ 49.00	/ EA	=$	
	SF	Sidewalk	$ 0.09	/ SF	=$	
	SF	Cross Gutter/Spandrel	$ 0.58	/ SF	=$	
	LF	Curb & Gutter	$ 2.19	/ LF	=$	
	LF	Curb/Berm	$ 2.62	/ LF	=$	
	SF	Asphalt Pavement	$ 0.04	/ SF	=$	
	SF	Crushed Aggregate Base	$ 0.04	/ SF	=$	
	EA	Street Light	$ 81.00	/ EA	=$	
	EA	Traffic Signal - New	$ 2,152.00	/ EA	=$	
	EA	Traffic Signal - Modification	$ 1,737.00	/ EA	=$	
	CY	Reinforced Concrete	$ 89.00	/ CY	=$	
	LF	Storm Drain Pipe	$ 8.00	/ LF	=$	
	EA	Curb Inlet/Outlet Structures	$ 67.00	/ EA	=$	
	EA	Storm Drain Manhole/Junction Box	$ 67.00	/ EA	=$	
	EA	Curb Core	$ 62.00	/ EA	=$	
	LF	Sewer Main	$ 0.95	/ LF	=$	
	EA	Sewer Manhole	$ 67.00	/ EA	=$	
	EA	Sewer Cleanout	$ 134.00	/ EA	=$	
	EA	Sewer Lateral	$ 67.00	/ EA	=$	
	LF	Water Main - Potable	$ 1.09	/ LF	=$	
	LF	Water Main - Non-Potable	$ 1.09	/ LF	=$	
	EA	Fire Hydrant Assembly	$ 66.00	/ EA	=$	
	EA	Water Service Lateral	$ 26.00	/ EA	=$	
	EA	Water Shutdown	$ 67.00	/ EA	=$	
	EA	Fire Service	$ 58.00	/ EA	=$	
	LF	Excavation/Utility Trench	$ 1.25	/ LF	=$	
	SF	Street Patch	$ 0.67	/ SF	=$	
	SF	Warranty Fee (Street Cut)	$	/ SF	=$	
			$	/	=$	
			$	/	=$	

SUBTOTAL PERMIT FEE $ _____

PERMIT FEE work complete within specified date from issuance = $ 219.00 fee. **$219.00**

PENALTY FEE 25% of total permit fee if issued after commencement of work $ _____

($250.00 minimum fee)

(Effective 06/02/09) **TOTAL ENCROACHMENT PERMIT FEE** $ _____

Redlands Regular Meeting of 06-18-2024

Truck Route Permit Required:
☐ YES ☐ NO

Closure Permit With Traffic Plan Required:
☐ YES ☐ NO

Water Shutdown Required:
☐ YES ☐ NO

Bond Required:
☐ YES ☐ NO

Conduit Material:

Conduit Size:

Calculated By

Inspected by

Municipal Utilities & Engineering

Approved By

City Council Meeting **J. 6.**

DATE: 06/18/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an agreement with Universal Protection Services LP, doing business as Allied Universal Security Services to provide custody services in an amount not-to-exceed $294,230.48 for FY 2024-2025, $304,512.89 for FY 2025-2026, and $315,147.98 for FY 2026-2027, bringing the total compensation amount not-to-exceed $913,891 (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 agreement with Universal Protection Services, LP doing business as Allied Universal Security Services.

RECOMMENDATION:

Staff recommends that Council approve the agreement with Universal Protection Services doing business as Allied Universal Security Services for custody services for annual amounts not-to-exceed $294,230.48 for FY 2024-2025, $304,512.89 for FY 2025-2026, and $315,147.98 for FY 2026-2027.

DISCUSSION:

One of the most effective methods to increase front-line police presence in the community is to reduce the amount of time officers spend on duties that may be better handled by civilian personnel. The single biggest drain on sworn officer resources is the process of booking, processing, and transporting prisoners. For over two decades, the use of contract custody specialists has freed police officers from cumbersome monitoring requirements mandated under Title 15 pertaining to the supervision of prisoners. In addition, officers no longer have to transport prisoners to county detention facilities when civilian custody specialists

are on-duty, saving hundreds of officer hours per month. The availability of front-line officers is maintained, allowing them to perform those duties that require their advanced training and expertise.

The City extended a request for proposals and had two firms attend a pre-proposal conference. Two bids were submitted and reviewed by three separate staff members. Based on the review of the bid from Universal Protection Services DBA Allied Universal Security Services ("Allied Universal"), it was determined they met all bid qualifications. The City has contracted with Allied Universal for custody specialists since 1999 with great success. The agreement provides for 24/7 custody services for the duration of the agreement, as well as overtime and holiday pay as needed. The regular hourly rate for the Unarmed Supervisor Custody Officer for Year 1 (Fiscal year 2024-25) is $35.74; Year 2 (FY 2025 – 26), $36.99; and Year 3 (FY 2026 – 27), $38.28 – the overtime rates are $53.61 for Year 1; $55.49 for Year 2; and $57.42 for Year 3. The regular hourly rate for the Unarmed Security Custody Officer for Year 1 is $32.63; Year 2, $33.77; and Year 3, $34.95 – the overtime rates are $48.95 for Year 1 $50.66 for Year 2; and $52.43 for Year 3.

Funds for this program are included in the Department's FY 2024-2026 biennial budget proposal.

ALTERNATIVES:

Do not approve agreement for custody services.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Rachel Tolber, Chief of Police

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
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:	$294,230.48
Budgeted Y/N:	Y
Account No.:	101200-6710

Discussion:

This agreement provides for the following terms: annual amounts not to exceed $294,230.48 for FY 2024-2025, $304,512.89 for FY 2025-2026, and $315,147.98 for FY 2026-2027. Funding for subsequent fiscal years will be included in the Police Department's budget requests.

Attachments

Custody Service Agreement

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of custody services ("Agreement") is made and entered in this 18th day of June, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City)" and Universal Protection Service, LP a California limited Partnership, dba Allied Universal Security Services, ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as "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 custody services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.

3.2 City designates Wil Goff, Commander, 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 "B," titled "Project Schedule," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of three-year period commencing July 1, 2024 and ending June 30, 2027, unless terminated earlier as provided herein.

4.3 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City

Council adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The total annual compensation for Contractor's performance of the Services shall not exceed the amount of two hundred ninety four thousand two hundred thirty dollars and forty eight cents ($294,230.48) during fiscal year 2024-2025; three hundred four thousand five hundred twelve dollars and eighty nine cents ($304,512.89) during fiscal year 2025-2026; and three hundred fifteen thousand one hundred forty seven dollars and ninety eight cents ($315,147.98) during fiscal year 2026-2027, bringing the total compensation amount not-to-exceed nine hundred thirteen thousand eight hundred ninety one dollars and thirty five cents ($913,891.35). City shall pay Contractor on a time and materials basis up to each not to exceed amount in accordance with Exhibit "C," titled "Rate Schedule," attached hereto and incorporated herein by reference. Anything to the contrary notwithstanding, the not-to-exceed amounts set forth herein shall be subject to automatic increase in the amount of all rate increases effectuated pursuant to Section 5.4 below.

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, and a description of reimbursable expenses related to the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

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

CITY

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531
Fax: (909) 798-7535

CONTRACTOR

Erik Fields, Regional Vice President
Universal Protection Service, LP dba
Allied Universal Security Services
1700 Iowa Avenue, Suite 100
Riverside, CA 92507
Email: Erik.Fields@aus.com
Phone: (714) 269-9167

5.4 Anything to the contrary notwithstanding, in the event that Contractor experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Contractor hereunder or by or in respect of Contractor to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; and/or (3) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Contractor pursuant to applicable federal, state and/or local law, the billing rates set forth Exhibit "C," titled "Rate Schedule," shall be increased by a percentage equal to the percentage increase in Contractor's costs resulting from the items set forth in this Section 5.4. Contractor will provide the City notice of such change in the billing rates. Notwithstanding anything to the contrary, Contractor may pass through the costs set forth in this Section 5.4 to the City as incurred or accrued and the City shall pay Contractor for such costs.

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 five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be included as an additional insured, to the extent of the negligent acts or omissions by Contractor, or its officers, employees and agents in performing the Services and up to the required insurance coverage amount and up to the required insurance coverage amount. Coverage of the City as an additional insured may be provided by a blanket endorsement that covers additional insureds where required by written contract. 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 five million dollars ($5,000,000) 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 included as an additional insured, to the extent of the negligent acts or omissions by Contractor, or its officers, employees and agents in performing the Services and up to the required insurance coverage amount. Coverage of the City as an additional insured may be provided by a blanket endorsement that covers additional insureds where required by written contract. Such insurance shall be primary and non-contributing to any insurance or self- insurance maintained by City.

D. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize the 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 officially 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.

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

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. This Agreement may be terminated by Contractor, in its sole discretion, by providing not less than ninety (90) days prior written notice to City of Contractor's intent to terminate If this Agreement is terminated by either Party as provided herein, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, in the event of termination by City, or upon the effective date of termination, in the event of termination by Contractor, Contractor shall discontinue its provision of the Services. Within five (5) days after the date of the termination notice, in the event of termination by City, or five (5) days after the effective date of termination, in the event of termination by Contractor, Contractor shall deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such

other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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 is entered into solely for the mutual benefit of the Parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.

8.8 This Agreement shall be governed by and construed in accordance with the law 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.

8.9 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.

[Signatures on next page]

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

UNIVERSAL PROTECTION SERVICE, LP
DBA ALLIED UNIVERSAL SECURITY
SERVICES

By: _____
Erik Fields, Regional Vice President

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

In accordance with the Professional Services Agreement between the City of Redlands ("City") and Universal Protection Service, LP dba Allied Universal Security Services ("Contractor"), Contractor shall:

1. Furnish City with professional, uniformed jail custodial personnel, 18 years of age and older, licensed to legally operate a vehicle in California, to operate the custody facility located at 1270 W. Park Avenue, Redlands, on a one (1) person schedule based on staffing needs established by the Police Department. Occasionally, overtime will be available to Custody Officers when they are required to stay longer than their designated shift. Currently, the department staffs custody services for 24 hours per day, 7 days per week. The contractor shall fill any vacancies created by sickness, vacations, required training, etc. Uniforms shall be furnished and uniform upkeep shall be maintained by the contractor.

2. Furnish the Police Department with a copy of all background investigations performed on all personnel assigned to fulfill this agreement. Background investigations shall include: 7-year employer review and history revealing meaningful employment; high school diploma or equivalent; drug screening test; reference check; fingerprint check; credit check; 40 hours of Contractor's professional training; and a MMPI psychological test.

3. Furnish the Police Department with a copy of certificates or other documentation showing that personnel assigned to fulfill this assignment have successfully completed the following required training, furnished at the contractor's expense:
    a. American Red Cross First Aid course, including CPR.

4. Comply with all Federal and State laws for the operation of jail facilities and maintain a thorough working knowledge of and comply with, Title 15 of the California Code of Regulations. In addition, all contract personnel assigned to fulfill this assignment shall be required to read applicable chapters of the Redlands Police Department Policy Manual pertaining to Title 15 and the Jail Procedure Manual.

5. Maintain a thorough working knowledge of, and comply with, all sections of the Redlands Police Department Jail Procedure Manual pertaining to custodial duties and jail operations. All contract personnel assigned to fulfill this assignment shall be required to read applicable chapters of this manual in full. The contractor shall be provided with one copy of the required manual.

6. Perform duties under the guidelines established in the Redlands Police Department Policy Manual and Jail Procedure Manual relating to the custody and transportation of prisoners, including but not limited to:

    a. Transportation of prisoners from field locations to the jail facility using assigned, department owned, vehicles;

b. Assume all responsibilities for the care and processing of prisoners that would otherwise be relegated to the arresting or booking officers relating to prisoner custody and housing;
c. Complete booking of prisoners;
d. Mandated inspections of the jail facility and persons detained therein;
e. Evaluate prisoners for criteria relating to:
    i. Admittance to the jail facility;
    ii. Segregation of prisoners;
    iii. Need for medical attention;
    iv. Feeding schedules and serving of meals;
f. Produce reports relating to incidents they witness or are involved in;
g. Notification of Police Department supervisors;
h. Booking of property into evidence;
i. Fingerprinting applicants and registrants;
j. Testifying in court and/or administrative hearings;
k. Accept bail bonds and release prisoners;
l. Transportation of prisoners from the jail facility to other locations:
    i. County Jail;
    ii. Ward-B;
    iii. Hospital; and
    iv. Other locations as determined by Police Department supervisory personnel.

7. Comply with the lawful orders directed by any city employee having supervisorial responsibilities over the lockup.

8. Comply with minimum pre-service training standards and requirements for all contract personnel assigned to fulfill this assignment. Training conducted by the Police Department shall include, but is not limited to: CLETS/NCIC, Spillman Records Management and Booking System, report writing, and City/Department Customer Service Policy. Contractor shall make contract personnel available, at the contractor's expense, in meeting this requirement.

9. Comply with in-service training standards and requirements for all contract personnel assigned to fulfill this Agreement. Contractor shall make contract personnel available, at Contractor's expense, in meeting this requirement.

10. Contract personnel are prohibited from carrying a firearm while on-duty with the City.

The City Shall:

1. Furnish the contractor and contract personnel assigned to fulfill this assignment with one (1) copy of the Redlands Police Department Policy Manual Custody Chapter and Jail Procedure Manual;

2. Furnish all contract personnel assigned to fulfill this assignment the minimum training in CLETS, as required by the Department of Justice. Training may be conducted one-on-one or in a group format depending on training needs and number of personnel;

3. Approve, reject and/or dismiss contract personnel assigned to fulfill this assignment. The City shall provide written notification to the contractor upon the rejection or dismissal of contract personnel. The City shall not reject or dismiss contract personnel without cause, and shall not discriminate on the basis of race, creed, color, religion, sex, physical handicap, ethnic background or country of origin;

4. Supervise and direct contract personnel assigned to fulfill this Agreement. The City assumes the risk and responsibility of Contractor's employees in the event the City takes direct control or supervision of a Contractor's employee by requiring the employee to perform contrary to this Agreement or to not perform the duties as contemplated by this Agreement, City, at the City's expense, retains the right to:

    a. Fingerprint and photograph contract personnel;

    b. Obtain criminal history records on assigned personnel;

    c. Verify background information and assigned employee's driver's license status; and

    d. Discuss contractual agreement with other law enforcement agencies.

EXHIBIT "B"

PROJECT SCHEDULE

Custody officers will be scheduled at the discretion of the Redlands Police Department, but will generally be staffed for twenty-four (24) hours per day each day of the week.

EXHIBIT "C"

Rate Schedule

The regular hourly rate, non-holiday for the Unarmed Supervisor Custody Officer will be billed at a rate of $35.74 per hour for fiscal year 2024-2025; $36.99 per hour for fiscal year 2025-2026; and $38.28 per hour for fiscal year 2026-2027.

Holiday hours and overtime for the Unarmed Supervisor Custody Officer will be billed at the rate of $53.61 per hour for fiscal year 2024-2025; $55.49 per hour for fiscal year 2025-2026; and $57.42 per hour for fiscal year 2026-2027.

The regular hourly rate, non-holiday for the Unarmed Security Custody Officer will be billed at a rate of $32.63 per hour for fiscal year 2024-2025; $33.77 per hour for fiscal year 2025-2026; and $34.95 per hour for fiscal year 2026-2027.

Holiday hours and overtime for the Unarmed Security Custody Officer will be billed at the rate of $48.95 per hour for fiscal year 2024-2025; $50.66 per hour for fiscal year 2025-2026; and $52.43 per hour for fiscal year 2026-2027.

Contractor recognizes seven holidays per year.

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.

UNIVERSAL PROTECTION SERVICE, LP
DBA ALLIED UNIVERSAL SECURITY SERVICES

By: _____ Date: _____
Erik Fields, Regional Vice President