CITY OF REDLANDS

CITY COUNCIL

A G E N D A

MARCH 19, 2024

EDDIE TEJEDA
Mayor

PAUL T. BARICH
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MARIO SAUCEDO
Council Member
***
JEANNE DONALDSON
City Clerk

PHILLIP DOOLITTLE
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

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

Recycled Paper

A G E N D A

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

TUESDAY, MARCH 19, 2024

To join via Zoom on a computer, laptop, or smart device
Please visit www.zoom.us, click on Join a Meeting
Enter the **Meeting ID 824 4618 0187**, then run the Zoom launcher
To join via Zoom with audio only (cell phone or landline):
Dial **1-877-853-5247**
Enter the **Meeting ID 824 4618 0187**

Should the City lose connectivity on Zoom, we will halt the meeting until it can be restored. To check on the status of remote connectivity in the event of an outage, go to the City's website at www.cityofredlands.org or to the City's Facebook page at @CityofRedlands or the Instagram page at @CityofRedlands_CityHall.

In the event the City cannot reestablish Zoom connectivity in a reasonable amount of time, the mayor will adjourn the meeting to a future date.

***PLEASE NOTE**:* Anyone desiring to speak on an agendized item at this meeting may do so during the consideration of that item. Due to time constraints and the number of persons who may wish to give oral testimony, public comments will be limited to three (3) minutes.

- **To provide comment while participating from Council Chambers:**
  - Although it is not required, speakers are encouraged to submit a "Speaker Sign Up Sheet" before the meeting is convened. Forms are available in the Office of the City Clerk or in Council Chambers.
  - After the meeting has convened, you may place the speaker form in the basket at the table along the north wall of the Chambers. Please do not disturb the City Clerk while the meeting is in progress.

- **To provide comment through Zoom (on a computer, laptop, or smart device)**:
  - Click the "Raise Hand" button and the moderator will unmute you when it is your turn to speak

- **To provide comment via audio only (cell phone or landline)**:
  - Dial *9 to "Raise Hand". The moderator will identify you by your area code and last 3 numbers of your telephone number when it is your turn to speak.



PLEASE SILENCE CELL PHONES, PAGERS AND OTHER ELECTRONIC COMMUNICATION DEVICES UPON ENTERING THE CHAMBERS

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5:00 P.M.

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

B. **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 Pro Tem Barich- 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. National Donate Life Month proclamation presented to Katryn Mantz, representing One Legacy (Mayor Tejeda)

2. Women's History Month proclamation presented to Laurienne Jeong (Council Member Davis)

3. Proclamation declaring March 31, 2024, as Cesar E. Chavez Day in the City of Redlands presented to Arcadio Lara (Council Member Saucedo)

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 March 5, 2024 (City Clerk Donaldson)

2. Authorize issuance of a proclamation declaring March 31, 2024, as Cesar E. Chavez Day (Mayor Tejeda)

3. Authorize issuance of a proclamation declaring the month of April, 2024 as National Donate Life Month (Mayor Tejeda)

4. Authorize issuance of a proclamation declaring the month of March 2024 as Women's History Month (Council Member Davis)

5. Approve recommendations for appointments to the Airport Advisory Board (Mayor Tejeda and Mayor Pro Tem Barich)

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6. Approve recommendations for re-appointments to the Citrus Preservation Commission (Mayor Tejeda and Council Guzman-Lowery)

7. Approve the Side Letter of Agreement between the City and Redlands Professional Firefighters Association modifying language in Article 46 of the Memorandum of Understanding to clarify sick leave benefits at the time of retirement (Human Resources Director Meteau)

8. Accept grant award from San Manuel Band of Mission Indians to fund the 2024 Redlands Emergency Services Academy in the amount of $30,000 and authorize an additional appropriation of the same to the Police Department (Police Chief Tolber)

9. Adopt Resolution No. 8564 authorizing a one-year time extension to the expiration date for Commission Review & Approval No. 931, with associated entitlements, to merge two parcels into a one single parcel for the construction of a 40,415 square foot hotel with 90 guest rooms, four stories high, and related on-site improvements including parking lot, landscaping, lighting, and utilities on a 1.52-acre site. The project site is located on the south side of West Colton Avenue at Columbia Street and 719 N. Eureka Street (APN's: 0169-155-05-0000 and 0169-142-07-0000) (Development Services Director Desatnik)

10. Approve the 2023 Annual Progress Reports for the General Plan and the 2021-2029 Housing Element (Development Services Director Desatnik)

11. Notice to conduct an annual review of approved Development Agreements in accordance with Chapter 18.220 of the Redlands Municipal Code (Development Services Director Desatnik)

12. Adopting Ordinance No. 2960 (Zone Change No. 469), requesting to change the zoning designation of the 24.4 gross acre project site to 18.89 gross acres of High Density Residential (R-3) District and 5.51 gross acres to Single Family Residential (R-1) District for development purposes (Development Services Director Desatnik)

13. Receive and file the Annual Report of the Airport Advisory Board (Facilities and Community Services Director Crocker)

14. Approve the Artwork Loan and Display Agreement with Ben Allanoff for the loan of public art to be displayed on city property and determine that the agreement is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

15. Approve the request for commercial vendors and the temporary closure of a portion of 5th Street for the Stronger Together Now Giving Sunday within Ed Hales Park on Sunday, April 28, 2024; approve a request for in-kind support in the amount of $1,969.00 related to the event and determine that the event is categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

16. Approve the Professional Services Agreement and Single Source Purchase Order with Carollo Engineers, Inc. to provide a condition assessment of the Mission Creek Zanja storm drain channel, from 1st Street to 9th Street, for an amount not-to-exceed $68,943, and determine that the services provided are exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker and City Attorney Garcia)

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H. **Communications**

1. Annual Report of the Library Board of Trustees by William Hatfield (Library Director McCue)

2. Video: Community Day of Service (Public Information Officer Baker)

3. Discussion and possible action relating to the adoption of Resolution No. 8570, restating and amending a policy for the consideration of requests for in-kind support and/or the contribution of City resources by nonprofit organizations proposing special events within the city, and rescinding Resolution No. 8220 (Mayor Tejeda)

I. **New Business**

1. Consideration of the Second Amendment to the Agreement with About Food Inc., dba Redlands Ranch Market, to increase the total compensation of the Agreement by $1,680,000 to a total amount not to exceed $3,704,400 and to extend the term of the agreement to December 31, 2026, for the provision of monthly grocery gift cards to facilitate Round 2 of the Resident Grocery Gift Card program (Assistant City Manager McConnell)

2. Consideration of the Public Work Construction Contract with Tryco General Engineering for the 2023 Alley Paving Improvement Project for an amount not-to-exceed $1,738,285 and determination that the Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (City Engineer Dobey)

3. Consideration of a $236,571 purchase order modification with Enterprise FM Trust for the vehicle lease and maintenance program resulting in a total purchase order amount not to exceed $2,114,876 and a total contract amount not to exceed $4,535,653 and approval of an additional appropriation in the amount of $140,000 (Facilities and Community Services Department Director Crocker)

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

K. **Adjournment**
The next regular meeting of the City Council will be held on April 2, 2024.

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

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

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City Council Meeting **G. 1.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of March 5, 2024 (City Clerk Donaldson)

MOTION:

I move that City Council approve the regular meeting minutes of March 5, 2024.

Attachments

Regular meeting minutes of March 5, 2024

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on March 5, 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 announced there were no closed session matters scheduled for the City Council to consider. The meeting recessed at 5:00 P.M.

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Council Member Davis. The pledge of allegiance to the American flag was conducted by RUSD eAcademy, ASB students.

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Jodi Kroeger and Kennel Attendant Hailey Stuck introduced "Ryder", a one-year-old male Siberian with three legs, who is available for adoption, along with thirty-five other dogs and one cat at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been forty-five dogs and seventeen cats adopted in January 2024 and thirty-six dogs and four cats adopted in February 2024.

PUBLIC COMMENT

Mayor Tejeda announced that comments could be presented in-person, via Zoom, via cell phone or landline.

Magic Show Invitation - Bruce Laycook invited everyone to attend a magic show on April 7, 2024, hosted by the Royal Family KIDS Camp, in support of their mission to help children who have experienced relational trauma.

CONSENT CALENDAR

Minutes

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the regular meeting minutes of February 20, 2024 and the special meeting minutes of February 21, 2024.

Vote: 5 - 0 Passed

Human Relations Commission Appointment

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously appointed, by roll call vote, Roop Kishor Goyal to serve the remainder of a four-year term on the Human Relations Commission ending July 18, 2025.

Vote: 5 - 0 Passed

Resolution No. 8558 Delegating Investment Authority

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, Resolution No. 8558 Delegating Investment Authority to the City Treasurer pursuant to Government Code Section 53607.

Vote: 5 - 0 Passed

MOU City of Victorville Fire Tiller Truck Loan

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the Memorandum of Understanding between the City of Redlands and the City of Victorville for the loan of a Fire Tiller Truck to Victorville Fire Department.

Vote: 5 - 0 Passed

MOU SBC Public Health Services Edible Food Recovery Inspection and Enforcement

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the Memorandum of Understanding with the San Bernardino County Department of Public Health Environmental Health Services to provide Edible Food Recovery Inspection and Enforcement per Senate Bill1383.

Vote: 5 - 0 Passed

In-Kind Request Stronger Together Now Giving Sunday Event

Facilities and Community Services Director Crocker introduced the request for in-kind support in the amount of $1,969, and additionally the request for commercial vendors and the temporary closure of a portion of 5th Street for the Stronger Together Now (STN) Giving Sunday event within Ed Hales Park on Sunday, March 31, 2024. As public comment, Joshua Hall said he thought STN should not receive any in-kind support, and in his opinion, the Council was focusing too much on DEI (diversity, equity and inclusion) and not enough on the real problems of the City, such as homelessness. Michael Paisner voiced his support of the group's efforts to be a positive force, and he expressed frustration that STN faced criticism every time the requests were considered by the Council. Janelle Guerrero and Chris Bishop, STN organizers, stated the group and most of its vendors are from Redlands, are in compliance with permitting and licensing requirements, and provide resources and assistance to the underserved community.

Council Member Saucedo suggested the group consider holding the Giving Sundays at a different site in Redlands, where the underserved population might have more accessibility, and he wondered whether the downtown businesses supported such events. Council Members Davis and Guzman-Lowery were in full support of STN's request and added the events are free, bring vitality to the downtown area and the goals were in alignment with the City's Strategic Plan of DEI. Mayor Tejeda reiterated his concerns about the frequency of requests submitted by any one particular group and wondered if the City should consider capping the number of times one non-profit organization requested in-kind support. Staff responded to questions, adding that there had been no complaints related to traffic and parking issues associated with the events.

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council determined, by roll call vote, that this event is categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act; authorized and approved the request for commercial vendors and the temporary closure of a portion of 5th Street on March 31, 2024; and approved the in-kind support of $1,969.00 related to the Stronger Together Now Giving Sunday event.

Vote: 4 - 1 Passed

NAY: Mayor Eddie Tejeda

In-Kind Request Redlands Bicycle Classic Event

Facilities and Community Services Director Crocker introduced a request for in-kind support in the amount of $112,769.88 related to the Redlands Bicycle Classic event hosted by the Redlands Bicycle Classic Inc. to be held on April 12, 2024, through April 14, 2024. As public comment, Dennis Bell stated this in-kind request should not be on the Consent Calendar, thought the attendance numbers in the staff report were inflated, and the approval process lacked transparency. Mayor Pro Tem Barich pointed out that the event brings tremendous value to the City by drawing large crowds, filling hotels and restaurants throughout the town and the City benefits from the collection of the Transient Occupancy Tax as a source of revenue, as well.

On motion of Mayor Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, the authorization for the sale and consumption of alcoholic beverages during the Redlands Bicycle Classic to be held April 12 through April 14, 2024, is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act; authorized and approved a request for in-kind support in the amount of $112,769.88 related to the Redlands Bicycle Classic event, the temporary street closures related to the event; and approved the sale and consumption of alcoholic beverages during the event.

Vote: 5 - 0 Passed

COMMUNICATIONS

Cultural Arts Commission Annual Report

Chair Daniel Gohman provided the Annual Report of the Cultural Arts Commission, introducing Commission members and reviewing the Commission's Mission and Initiatives, which included efforts to promote public interest in the Arts, recommending new art programs, recommending policies to encourage, develop, and support the Arts in Redlands. Furthermore, the Commission advises and updates the Council on the City's Art in Public Places program. Art initiatives and special projects, such as the Art on Loan program, art pieces funded by private developers, "project space moving" to Sylvan Park, and an art garden project. He was pleased to report that three public art pieces were funded and installed by developers over the last year in various locations in the City. Council Members expressed their appreciation for the Commission's work.

Municipal Utilities/Public Works Commission Annual Report

Commissioner Adekunle Ojo presented the Annual Report of the Municipal Utilities/Public Works Commission, listing numerous accomplishments that included, project review of Pavement Management Program, Groundwater Well and Booster Pump Rehabilitation, Waterline Replacement, Wastewater Pipeline replacement, Water System SCADA expansion and the Citywide Water Meter replacement project, WWTP Improvement – Phase 2. He also reviewed several goals for 2024. Council Member Saucedo thanked the Commission for their service, and added that as a former streets employee, he recognized how vital the Commission's work was to the City.

Mid-Year General Fund Budget Review for Fiscal Year 2023-24

Management Services/Finance Director Garcia gave a broad overview of the Mid-Year budget and explained the review provided an opportunity to assess the City’s budget progression in the current fiscal year as compared to the Fiscal Year (FY) 2024 Mid-Biennium budget based on actual performance during the first seven months of FY 2024. Based on this analysis, no budget revisions are currently recommended. She examined results from FY 2023, reviewed the financial status of the current fiscal year, and reviewed the current economic climate as well as other important factors that impacted the General Fund moving forward.

FY 2023 - When comparing the audited results of Fiscal Year 2023 to the 2023 Mid-Biennium Budget Update, total revenues in the General Fund performed as expected, with a negative variance of roughly $1,320,480 (1.4%). In terms of expenditures, FY 2023 saw a budget savings of roughly $4.8 million compared to the mid-biennium budget update. This variance is a result of a large unspent portion of the appropriations budget for each department, meaning that there were savings realized both from unspent projects and staffing vacancies. In addition to these savings, $16.9 million in unspent funding has been added to a reserve for encumbrances to carry that spending forward into the current fiscal year.

Fiscal Year 2024 Review - As adopted by the City Council on November 7, 2023, the FY 2024 General Fund budget included the use of roughly $9.5 million in unassigned fund balance to cover certain modifications that were made as a result of labor negotiations, additional staffing to enhance service levels, additional capital projects, and increases in operating expenditures. The use of unassigned fund balance was recommended in order to invest the growing unassigned fund balance levels into services that would benefit the community.

Economic & Budgetary Outlook - At the end of 2023, the economy remained resilient despite still-tight financial conditions, alleviating concerns about a near-term recession. With price pressures receding and the labor market gradually cooling, prospects for the Federal Reserve's goal of slowing inflation without an associated recession have improved. With inflation improving, it is likely that the Federal Reserve may begin cutting rates in 2024. Despite slowing job growth and high interest rates, US real GDP growth averaged 3.1% over the first three quarters of 2023, held up by strong consumption and business investment.

Biennial Budget Planning Schedule
March - Departments develop their budget requests and Capital Improvement Plans
April - Management & Departments meet to finalize City Manager's Proposed Budget
May 17 - Proposed Budget Distributed
May 20 - Special Council Budget Workshop
June 4 - Council Meeting Budget Presented to Council
June 18 - 2nd Council Meeting for Possible Budget Adoption

The City Council agreed to receive and file the report of the Mid-Year General Fund Budget Review for Fiscal Year 2023-24.

Ban of Gas-Powered Leaf Blowers

Facilities and Community Services Senior Manager Don Craw announced that at the direction of the City Council, staff conducted research regarding a potential ban on gas-powered leaf blowers. Areas of research included: current ordinances in other cities, potential legal issues, implementation and enforcement, and supportive funding. Research indicated that no cities in San Bernardino County have enacted an ordinance to ban gas-powered leaf blowers, but several in Riverside and Orange Counties have, and more than a dozen cities in LA County have current bans, with at least three that have banned leaf blowers entirely. The justification for these ordinances was found to be based on several lines of reasoning: air pollution from the 2-stroke engines that typically power leaf blowers; noise associated with leaf blowers; and dust and debris being spread across property lines and into the air. In 2021, the Governor of California signed into law AB 1346 banning the sale of gas-powered leaf blowers and string

trimmers (weed whackers) starting July 1, 2024. The law also establishes emissions reductions for existing gas-powered leaf blowers as of July 1, 2022.

Mr. Craw reviewed the cities of Palm Spring and Newport Beach, detailing their methods of implementation and enforcement. It was noted that they have continued to struggle to enforce the ordinance, citing several factors including insufficient staffing to monitor and ensure compliance. The majority of other bans on gas-powered leaf blowers in Southern California were enacted in the 1990s, and cities such as Claremont, whose ban was put in place in 1991, still struggle with enforcement and cite the same issues of staffing availability as well as gardeners reverting to gas-powered units, even at the risk of fines, due to the limits of electric powered alternatives.

As public comment, Dennis Bell said that laws are only as good as their enforcement, and he questioned whether the City would be able to react to complaints in a timely manner. Joshua Hall thought the City couldn't respond quickly enough to criminal complaints currently, so he was skeptical that response times for civil complaints would be more appropriate. Michael Paisner admitted there were challenges to instituting a ban, but he thought the City should pursue ways to mitigate the negative impacts of gas-powered leaf blowers. James Fallows provided insight into a program used in Washington DC and said it was a good example to show that these types of bans can be successfully instituted. The city uses a low cost, low overhead, and simple enforcement model.

Mr. Craw listed four options for the Council to consider, as shown in the staff report. Council Members offered their thoughts and perspectives. They agreed there were challenges to instituting a ban but felt compelled the City should do something. Their discussions centered on the following topics: AB 1346; compliance and enforcement methods; the financial burden that would be placed on those that can least afford it; and defining the offender, would it be the property owner or the landscaper.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council agreed, by roll call vote, to direct staff to pursue Option Nos. 2 and 3, as identified in the staff report. Option No. 2: Promote subsidies from existing programs by other agencies in official communications (including newsletters), at community events, and in any other manner deemed appropriate by City Staff. Option No. 3) Direct staff to research the feasibility of converting gas-powered leaf blowers used by city staff and city landscaping contractors to 100% electric by July 1, 2025, by leveraging eligible funds from the South Coast AQMDs Commercial Electric Lawn and Garden Equipment Incentive & Exchange Program.

Vote: 4 - 1 Passed

NAY: Council Member Mario Saucedo

Redlands Historical Museum Association Construction Loan

City Manager Duggan opened the discussion concerning a loan to the Redlands Historical Museum Association (RHMA) for the construction of the Museum of Redlands (MOR). He provided context and background, explaining that on January 21, 2022, the City received a grant proposal from the President of the RHMA requesting a financial contribution from the City to be used to complete the construction of the Museum. At the time, the total cost of the project was estimated to be approximately $26 million, creating a shortfall of $8 million from

received fundraising contributions. At the April 19, 2022 meeting, City Council approved a grant agreement with RHMA for $1 million toward the construction of the museum.

Since then, the State of California approved a $2 million grant for MOR's use. The initial budget appropriation was promoted by Assemblywoman Eloise Gomez Reyes, advocated for by A.K. Smiley Public Library Board Vice President Rosa Gomez and eventually signed by Governor Newsom. However, the funds have yet to be distributed. RHMA also secured a $1 million loan from the A.K. Smiley Public Library Endowment fund. A fundraising campaign brought in an additional $3.3 million from donors. These combined efforts brought the RHMA to within $730,000 of the $27 million revised total cost of the project.

Recently, Kasey Haws, representative of MOR, presented a proposal for a loan of $1 million by the City to RHMA with interest at 4% to be repaid in 2 years (maturity date). The proposed loan agreement requires that the money be used for the Museum project, RHMA would be responsible for complying with prevailing wage laws. Per the stipulations, RHMA may, but is not required to, make payments over the two-year period and may pre-pay the loan prior to the maturity date. A late fee of $5,000 could be assessed if principal and interest are not paid by the maturity date and interest continues to accrue until principal and interest is paid in full.

As public comment, Steve Stockton and Tim Rochford, of MOR, described how rising costs have impacted the museum's construction, they highlighted the future value MOR will bring to the City and pointed out the fundraising efforts of RHMA have been very effective. Dennis Bell thought the loan was not good for taxpayers and called it a bailout. Brian Seghers stated he supported museums in general and looks forward to the opening of MOR but added that charging only 4% interest on the loan, with no accountability, seemed low. City Manager Duggan added that the City has the funds and can afford $1 million. Council Members offered their thoughts, raising questions of staff and Mr. Stockton, and they expressed their support of MOR.

On motion of Council Member Mario Saucedo, seconded by Mayor Eddie Tejeda, the City Council unanimously approved, by roll call vote, the loan agreement with the Redlands Historical Museum Association for the construction of the Museum of Redlands.

Vote: 5 - 0 Passed

PUBLIC HEARINGS

Lugonia Village Residential Project

Mayor Tejeda opened the public hearing and called on Development Services Senior Planner, Ryan Murphy, who summarized the applications for the Lugonia Village residential project located within the Specific Development (EV/SD) District of the East Valley Corridor Specific Plan. The Applicant, Redlands Summit, LLC, proposes to develop the 24.4-gross acre project site with 541 residential units, comprised of three distinct neighborhoods created through three separate subdivisions: a 451-unit multiple family apartment community, a 72-unit townhouse community, and 18 single-family homes along Karon Street. The project site is located on the north side of West Lugonia Avenue, south side of a proposed extension of Pennsylvania Avenue, and the west side of Karon Street. A key element of the proposed plan includes the extension of Pennsylvania Avenue from Karon Street to Tennessee Street to provide vehicle and pedestrian access to the townhome development, and it will allow for

adequate drainage, water, and sewer services to be provided for the townhomes. The applicant intends to fulfill the inclusionary housing obligations by providing 28 Very-Low Income apartment units and has requested a density bonus in accordance with California State law. Representing the applicant, Project Architect Serafin Maranan, of Architects Orange, presented a "flyover" video of the project, listing the overall benefits to the City.

As public comment, Bruce Laycook Tessa Richard and Bobby Garrity voiced strong support in favor of the development. One written comment was received from Redlands Chamber of Commerce Executive Director, Evan Sanford, who also expressed the Chamber's support of the project, stating this project represents an opportunity for growth and progress, and will be an asset to the community. Staff responded to Council Member questions and with no further comments, Mayor Tejeda closed the public hearing.

On motion of Mayor Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution Nos. 8551, Mitigated Negative Declaration and Socio-Economic Cost/Benefit Study; Resolution No. 8552, General Plan Amendment No. 143; and approved Resolution No. 8553, Specific Plan Amendment No. 40 Amendment No. 48;

On motion of Mayor Eddie Tejeda, seconded by Mayor Pro Tem Paul Barich, the City Council unanimously agreed, by roll call vote, to introduce Ordinance No. 2960, Zone Change No. 469;

On motion of Mayor Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No 8554, Tentative Parcel Map No. 20469; Resolution No. 8555, Tentative Tract Map No. 20490; Resolution No. 8556, Tentative Tract Map No. 20491; and Resolution No. 8557, a Density Bonus and Inclusionary Housing Agreement

Vote: 5 - 0 Passed

NEW BUSINESS

Resolution No. 8550 Acceptance of SBCTA Bicycle & Pedestrian Facilities Program Grant

Municipal Utilities and Engineering Director Harris presented Resolution No. 8550, explaining it was a requirement of the San Bernardino County Transportation Authority, Transportation Development Act Article 3 Guidelines for acceptance of the $1,282,000 Bicycle and Pedestrian Facilities Program grant; the 15% local match from Public Benefit Trails Reserve funds. As public comment, Dennis Bell thought this item was a waste of money.

On motion of Mayor Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that adoption of Resolution No. 8550 and acceptance of a Transportation Development Act, Article 3 Bicycle and Pedestrian Facilities Program grant are exempt from environmental review pursuant to Sections 15061(b)(3) and 15301(c) of the State's Guidelines implementing the California Environmental Quality Act; adopted Resolution No. 8550, accepting the Transportation Development Act Article 3 Bicycle and Pedestrian Facilities Program grant approving use of the Public

Benefit Trails Reserve to match funds; and approved an additional appropriation of $1,089,700.

Vote: 5 - 0 Passed

Resolution No. 8560 Accepting Dedication of Parkland

Assistant City Manager Boatman reviewed Resolution No. 8560, accepting the dedication of 1.66 acres of parkland from MLC Holdings, Inc. and the future reimbursement of $463,312.98 in Park and Open Space Development Impact Fees associated with Tentative Tract Map 20528, upon successful completion of the project. On December 14, 2023 the Parks and Recreation Advisory Commission reviewed the request by MLC Holdings, Inc. and recommended that the City Council adopt Resolution No. 8560.

MLC Holdings, Inc. wishes to dedicate parkland to the City and receive credit in place of paying developmental impact fees associated with a current housing project. Development impact fees are a one-time charge to new development imposed under the Mitigation Fee Act. MLC Holdings, Inc. is currently processing plans for a 117-unit single-family development located on approximately 15 acres north of Pioneer Ave, south of Domestic Avenue and east of the 210 Freeway. MLC Holdings, Inc. representatives contacted City staff and sought input regarding the City's recreational needs in the early stages of project planning. Through several meetings, staff provided MLC Holdings, Inc. with a list of desired amenities to meet the high demand for sports fields within the city. The project proposes incorporating additional parking to support the previously approved Bergamot Park development, to support active sports fields, recreational facilities, and a passive nature area.

On motion of Mayor Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8560 accepting the dedication of 1.66 acres of parkland from MLC Holdings, Inc., the future reimbursement of $463,312.98 in Park and Open Space Development Impact Fees associated with Tentative Tract Map 20528, and determine that the project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

There were no Council Member announcements and reports presented.

ADJOURNMENT

There being no further action required the meeting adjourned at 9:09 P.M. The next regular meeting of the City of Redlands City Council will be held on March 19, 2024.

City Council Meeting **G. 2.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring March 31, 2024, as Cesar E. Chavez Day (Mayor Tejeda)

MOTION:

I move to authorize the issuance of a proclamation declaring March 31, 2024, as Cesar E. Chavez Day.

Attachments

Proclamation

PROCLAMATION

Cesar E. Chavez Day

WHEREAS, Cesar Estrada Chavez was born on March 31, 1927, and raised by farmworkers who lost their home and livelihood during the Great Depression. He toiled alongside men, women, and children who performed daily backbreaking labor for meager pay and in deplorable conditions, and who were denied the most basic protections, including minimum wages, health care, and access to drinking water; and

WHEREAS, having witnessed such conditions, Cesar Chavez resolved himself to bettering the plight of the farmworker, thus encouraging the organization of the National Farm Workers Association (NFWA) in 1962, later known as the United Farm Workers of America, wholeheartedly championing the cause of the farmworker, organizing multiple hunger strikes, marches, and non-violent resistance; and

WHEREAS, because of his extraordinary accomplishments, on August 8, 1994, Cesar Chavez posthumously became the second Mexican American to receive the Presidential Medal of Freedom, the highest civilian honor in the United States, and was honored by the State of California by the declaration of Cesar Chavez Day on the date of his birth; and

WHEREAS, Cesar Chavez has left a legacy as an educator, environmentalist, and a civil rights leader, reminding us that every job has dignity, every life has value, and that everyone, no matter who they are, what they look like, or where they come from should have the chance to flourish; and

WHEREAS, the City of Redlands has historically benefited as a community from the rich diversity of agricultural laborers who would become an integral part of its social and economic fabric, continuing its farming tradition, many members of which are still actively involved with the agricultural community; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim March 31, 2024, as ***Cesar E. Chavez Day*** in the City of Redlands and encourages all residents to promote service to the community in honor of Cesar E. Chavez's life and work.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 19th day of March 2024.

_____

Eddie Tejeda, Mayor

_____

Mario Saucedo, Council Member

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **G. 3.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of April, 2024 as National Donate Life Month (Mayor Tejeda)

MOTION:

I move to authorize issuance of a proclamation declaring the month of April, 2024 as National Donate Life Month.

Attachments

National Donate Life Month April 2024

PROCLAMATION

National Donate Life Month 2024

WHEREAS, National Donate Life Month was established by Donate Life America and its partnering organizations in 2003. Observed in April each year, National Donate Life Month helps raise awareness about donation, encourages Americans to register as organ, eye, and tissue donors and to honor those that have saved lives through the gift of donation; and

WHEREAS, More than 110,000 individuals nationwide are waiting for lifesaving organ transplants and more than 23,000 Californians are currently on the national organ transplant waiting list, and on average, 22 people die each day while waiting for an organ transplant; and

WHEREAS, the need for donated organs is especially urgent in Hispanic and African American communities; and

WHEREAS, donation of tissue can save and heal the lives of more than 75 others; and

WHEREAS, organ donors saved more than 46,000 lives last year, the most ever; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of up to 75 others; and a single blood donation can help three people in need; and

WHEREAS, over seventeen million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye and tissue donors are honored; and

WHEREAS, any person can register to be an organ, eye and tissue donor regardless of age or medical conditions; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby proclaim the month of April, 2024 as National Donate Life Month in the City of Redlands and encourages its residents to check "YES" when applying for or renewing their DMV driver's license or I.D. Card at the DMV.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 19th day of March 2024.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **G. 4.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of March 2024 as Women's History Month (Council Member Davis)

MOTION:

I move to authorize issuance of a proclamation declaring the month of March 2024 as Women's History Month.

Attachments

Proclamation - Women's History Month 2024

PROCLAMATION

Women's History Month

WHEREAS, the month of March was selected as Women's History Month to coincide with the United Nations' sponsorship of International Women's Day on March 8th as a time to commemorate women's rights and peace; and

WHEREAS, women of every race, class, ethnicity, sexual orientation, gender identity and ability have made historic contributions to the growth and strength of our state and nation in countless recorded and unrecorded ways; and

WHEREAS, women have influenced and advanced every facet of American life and culture. The strength, ingenuity, and spirit of our female leaders, innovators, and pioneers shape our Nation's character, government, industry, families, and communities; and

WHEREAS, women have significantly influenced public policy and contributed to the building of viable institutions and organizations that continue to support our communities today and the knowledge, skills, and abilities of women contribute to a more robust workforce and a more prosperous economy; and

WHEREAS, women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, emancipation movement, industrial labor movement, civil rights movement, peace movement, and more that aim to create a more fair and just society for all; and

WHEREAS, in remembering the trailblazers of the past and the heroines of present day, we honor their legacies by carrying forward the valuable lessons learned from the powerful examples they set; and

WHEREAS, we also recognize the countless accomplishments of local women within our community who teach our children, care for our sick, serve in our military, start businesses, serve in elected positions, or venture into unknown frontiers. Generations of women have had to overcome obstacles put in the way of their achievement and we reaffirm our commitment to supporting the next generation of female trailblazers and dreamers as they carry forward this distinguished legacy;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby proclaims the month of March 2024 as Women's History Month, and hereby encourages its residents to learn more about the rich and diverse history of women through available programs, reading, ceremonies, and educational activities.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 19th day of March 2024.

_____

Eddie Tejeda, Mayor

_____

Denise Davis, Council Member

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **G. 5.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendations for appointments to the Airport Advisory Board (Mayor Tejeda and Mayor Pro Tem Barich)

MOTION:

I move to appoint Val Dotchkov and Amber Harrison to serve the remainder of two four-year terms on the Airport Advisory Board ending May 1, 2025.

RECOMMENDATION:

Pursuant to the Redlands Municipal Code, appointments to this board are made by the Mayor and approved by the City Council. However, Mayor Tejeda has expressed his desire to rotate recommendations for commission/board appointments among the City Council members. Mayor Pro Tem Barich has been delegated authority by Mayor Tejeda to make the recommendation for this appointment. It is recommended by Mayor Tejeda and Mayor Pro Tem Barich that Val Dotchkov and Amber Harrison serve the remainder of two four-year terms on the Airport Advisory Board ending May 1, 2025.

DISCUSSION:

Airport Advisory Board members Karl Grove and Johnny Ghazal resigned from the board before the expiration of their individual terms. In January, the City issued a public notice soliciting applications for the Airport Advisory Board. The public notice was concurrently aired on Redlands TV and posted on the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. Eight new applications were received and two applications from a previous posting were included for consideration. One application was excluded from selection due to the out of area address i.e. not a city Redlands resident. After reviewing all applications, Mayor Pro Tem is recommending Val Dotchkov and Amber Harrison to each serve the remainder of two four-year terms ending on May 1,

2025.

The Airport Advisory Board consists of seven members as follows:

- Vacant
- Jason Golembeski
- Thomas Cook
- Vacant
- Robert Pearce
- Dennis Nodine
- Deborah Forthun

ALTERNATIVE:

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

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Airport Public Notice
Airport Applications

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

PUBLIC NOTICE

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

AIRPORT ADVISORY BOARD

The Airport Advisory Board acts in an advisory capacity to the City Council in all matters pertaining to the administration, operation, development, improvement and maintenance of the Redlands Municipal Airport.

The Airport Advisory Board meets on the third Thursday of each month at 6:00 p.m.

Residents interested in applying for the non-salaried position on this board may request application forms from the Office of the City Clerk, City Hall, 35 Cajon Street, Suite 4 or by phone at 798-7510, or from the City's website www.cityofredlands.org

Applications will be accepted until February 12, 2024.

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

01/22/24

City Manager's Office

JAN 9 2024

Received

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Airport Advisory Board

Name Amber Harrison

Address [redacted]

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

Email [redacted]

Occupation Corporate Attorney (aviation)

Reasons for desiring to serve – relevant experience and qualifications:

I would love to sit on the Airport Advisory Board for the Redlands Municipal Airport. I am a commercially rated helicopter pilot an a corporate attorney with 15+ years in the aviation industry. I believe that my deep knowledge of the industry, passion for aviation, and desire to support my home airport would serve the Board very well. I hope I get the opportunity to serve my community and airport.

Signature Amber Harrison **Date** 1/9/2024

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

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

(1) Lukasz Czerwinski
[redacted]
Redlands, CA
Telephone [redacted]

(2) Nobumasa Ezuka
Redlands, CA
Telephone [redacted]

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

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

✓Address Verified AE

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

RECEIVED
JUN 05 2023
Redlands City Clerk

COMMISSION\BOARD APPLIED FOR

Airport Advisory Commission

Name CAROLINE D. LAYMON

Address [redacted]

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

Email [redacted]

Occupation RET.

Reasons for desiring to serve – relevant experience and qualifications:

I HAVE SERVED ON:
- TRAILS COMMITTEE
- OPEN SPACE "
- PLANNING COMMISION
- MAYOR'S BLUE RIBBON BUGET COMMITTEE

I AM A PILOT AND MY PLANE IS HANGERED AT REDLANDS MUNI.

Signature Caroline D. Laymon **Date** June 4, 2023

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

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

(1) SHERLEE LEONARD (2) MILTON CLARK PH.D.

[redacted]

CALIMESA, CA. 92320 REDLANDS, CA. 92374

Telephone [redacted] Telephone [redacted]

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

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

Address Verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

RECEIVED
FEB 09 2024
Redlands City Clerk

COMMISSION\BOARD APPLIED FOR

Airport Advisory Board

Name Isha Saifie

Address [redacted]

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

Email [redacted]

Occupation Director of operations at a hotel/student

Reasons for desiring to serve – relevant experience and qualifications:

I am currenty a student pilot at San Bernardino Airport. I fly to Redlands Airport freqventy and I have some thoughts on improvements for the airport as well as improvement for developing and adding on to our Redlands Airport.

Signature Isha **Date** 2/8/24

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

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

(1) Michelle Williamson
Manager
Telephone [redacted]

(2) Nikki
Manager
Telephone [redacted]

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

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✓ address verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

RECEIVED
FEB 09 2024
Redlands City Clerk

COMMISSION\BOARD APPLIED FOR

Airport Advisory Board

Name Joseph Alverio

Address [redacted]

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

Email [redacted]

Occupation Retired - Aerospace Engineer

Reasons for desiring to serve – relevant experience and qualifications:

As I am now retired, I would like to give back to my community. Below are my experiences:

airport operations and infrastructure, pilot, former USAF officer, flight test engineer,

project manager, experience in large drones/UAS, project manager, Civil Air Patrol Mission

pilot. Familiar with GPS sole means of navigation and in requesting GPS instrument approaches.

Interpersonal skills to work with multiple teams and customers. Resume available upon request.

Signature J Alverio **Date** 9 Feb 2024

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

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

(1) Phil Markowitz,
Director of General Atomics, Flight Test Operations
Palmdale, CA 93591
Telephone [redacted]

(2) Please see next page for references.
Telephone

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

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

✓address verified (RE)

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

FEB 8 2024

COMMISSION\BOARD APPLIED FOR

Airport Advisory Board

Received

Name Justin Vadurro

Address [redacted]

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

Email [redacted]

Occupation Sales Rep for Aviation Fuel Provider

Reasons for desiring to serve – relevant experience and qualifications:

My experience as a sales rep in aviation has enabled me to experience all different kinds of airports and operations. I would be able to utilize my experience to help the community I grew up in as well live currently. I have 13 years of experience and a passion of aviation since I was a child. My dad was in the Air Force and worked at Norton as an engineer for TRW. I am a graduate of Redlands Senior High, Class of '98.

Signature [signature] **Date** Feb 7 2024

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

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

(1) Jim Ott
Redlands Aviation
Redlands, CA
Telephone [redacted]

(2) Michael Thayer
Flying Tigers Aviation
Chino, CA
Telephone [redacted]

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

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

Address Verified

Contact

Top Skills

Administration
Business
Interpersonal Skills

Certifications

What Is Program Management?
Writing Email
Sales Pipeline Management
Seris 6 & 63 with Life and Health Certificates

Justin Vadurro

Regional Sales Manager at EPIC Fuels
Redlands, California, United States

Summary

Aviation professional focused on airport businesses and their interests. As well as helping push aviation forward.

Experience

EPIC Fuels
Regional Sales Manager
October 2019 - Present (4 years 5 months)
California

Vadurro Property and Project Management
Property and project management
May 2016 - Present (7 years 10 months)
United States

Managed my own rental. In addition, help progress tank projects at two southern CA airports. Now working on remodels and development of those businesses.

Prudential
Financial Advisor
May 2019 - January 2022 (2 years 9 months)
Ontario, California

World Fuel Services
Regional Sales Manager for Business and General Aviation
May 2010 - September 2018 (8 years 5 months)

Customer Service, Account Managing, Office Managing, IT, Dispatch, Administrative Assistant and contract management

Air Petro/Hiller purchased by World Fuel
AR Clerk/Account Manager
May 2010 - May 2013 (3 years 1 month)

Customer Service, Account Managing, Office Managing, IT, Dispatch, Administrative Assistant and contract managment

[redacted]

Independent Contractor/ISMS
Office Manager, Computer Networking
February 2009 - May 2010 (1 year 4 months)

For ISMS, Inc.

ISMS, Inc.
Office Manager
July 2007 - June 2009 (2 years)

Manage office processes, develop projections, budgets, policies and procedures
Bookkeeping - payroll recording, account balances, and update accounts
Human Resources - manage benefits, manage new hire process
Accounts Payable/Receivable - sales quotes, purchase orders, invoicing, collections and process of payments

Analyst I
Manage Microsoft 2003 Servers - 5 servers (1 Citrix, 2 I3 VoIP, 1 CRM, 1 DNS Server/Domain Server)
Troubleshoot wireless, wired networks, cabling, install network devices, mapping devices, and fix hardware issues on computers
Install workstations, printers, scanners and programs; ICCE - install and configure VoIP system from Interactive Intelligence, configure gateways, configuration files for Polycom phones and development of ring plans and method of processing calls

Office Depot
Assistant Store Manager
September 2005 - July 2007 (1 year 11 months)

Managed 6 - 18 employees, benefits enrollment for new hires, hired new employees, organized and directed warehouse, managed shipping and receiving, and managed scheduling
Managed cash office and procedures, signed off deposits, ran and reviewed reports for price errors and charge backs

Education

California State University-San Bernardino
BA, English Lit · (2002 - 2004)

[redacted]

Riverside City College

AS, Cisco Networking · (2007 - 2008)

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

RECEIVED
FEB 12 2024
Redlands City Clerk

COMMISSION\BOARD APPLIED FOR

Airport Advisory Board

Name Michael R. Allen

Address [redacted]

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

Email [redacted]

Occupation Assoc Director Corporate Partnerships UC Riverside-College of Engineering

Reasons for desiring to serve – relevant experience and qualifications:
Leverage my decades of aviation experience to support the REI mission in an advisory capacity

Commercial Pilot. Certified Flight Instructor. Naval Flight Officer. Captain, USN (Retired)

As Chief of Staff for Navy Region Southwest, coordinated base operating support functions for

Naval Air instalations in CA & NV. In that capacity extensive intergovernmental experience

in issues relating to real estate, environment and community support.

Signature Michael R Allen **Date** 02/12/2024

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

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

(1) Dennis McCarty
[redacted]
Redlands, CA 92373
Telephon[redacted]

(2) William Mullooly
[redacted]
Redlands, CA 92373
Telephone [redacted]

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

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

✓address Verified (tc)

RECEIVED

FEB 12 2024

Redlands City Clerk

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Redlands Municipal Airport Advisory Board

Name Richard A. Jones

Address [redacted]

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

Email [redacted]

Occupation Chancellor (Ret.), SB Com. College Dist. (CEO over CHC + SBVC)
LT. Commander, USCGR (Ret.)

Reasons for desiring to serve – relevant experience and qualifications:

Hopefully, my background and experience can be helpful. As chancellor and, additionally, as a college president in Washington State and California, I worked at resolving conflicts, setting goals, establishing personnel policies, and identifying positive agendas and a vision for the future. In recent years, I was engaged increasingly with various law firms regarding dozens of law suits ranging from wrongful death to simple slip and fall, including affirmative action cases. As a former pilot, I once based my aircraft at the Redlands Airport. Other Redlands activities include, but are not limited to, Fortnightly Club, Redlands Rotary, Forum Club, and leadership roles in my church. To be useful, I understand that I shall need to go through a learning curve to be brought up-to-date. I'm willing to undertake that challenge. I look forward to the opportunity to serve on the Municipal Airport Advisory Board.

Signature Richard A. Jones **Date** FEB. 10, 2024

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

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

(1) DAVID MALPIN
[redacted]
Redlands 92373
Telephone [redacted]

(2) SHIRLEY HARRY
[redacted]
Redlands 92373
Telephone [redacted]

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

✓ address Verified (JS)

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

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

City Manager's Office

COMMISSION\BOARD APPLIED FOR

FEB - 8 2024

AIRPORT ADVISORY BOARD

Name SHAMS HASAN

Received

Address [redacted]

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

Email [redacted]

Occupation ENGINEER/ENVIRONMENTAL CONSULTANT

Reasons for desiring to serve – relevant experience and qualifications:

GIVE BACK TO THE LOVELY CITY, REDLANDS, WHERE I HAVE LIVED FOR 35 YEARS.

SHARE MY EXPERIENCE & KNOWLEDGE WITH THE CITY.

I WAS PART OF REDLANDS 2020 BACK IN THE 90's.

MBA/BS MECHANICAL ENGG.

Signature [signature] **Date** 02-08-24

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

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

(1) DAVID DEGEER

(2) MICHAEL FINCH

Telephone [redacted]

Telephone [redacted]

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

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✓address Verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

City Manager's Office

Airport Advisory Council

JUN 8 2023

Name Val Dotchkov

Address [redacted] Received

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

Email [redacted]

Occupation Innovations Strategist

Reasons for desiring to serve – relevant experience and qualifications:

As a long-term resident of Redlands, I have always been involved in the preservation of the city's unique characteristics.

I have an aerospace engineering degree, former air force navigator/pilot, air traffic controller at international airports in Sofia, Bulgaria, Toronto and Windsor Canada.

I am an active member of Redlands Conservancy, participant in events at Redlands Airport and a flown private airplanes using the facility.

Signature [signature] **Date** Sept. 22.2021

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

Re-Submitted 6.8.22

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

(1) Todd Underwood

[redacted]

Loma Linda, CA 92354

Telephon [redacted]

(2) Barbara Cram Riordan

[redacted]

Redlands, CA 92373

Telephone [redacted]

Return Application to: Office of the City Council, C/O City Manager's Office, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by Fax to 909-798-7503

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

City Council Meeting **G. 6.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendations for re-appointments to the Citrus Preservation Commission (Mayor Tejeda and Council Guzman-Lowery)

MOTION:

I move to re-appoint Rolland Moore, Heather Ross, and Michael Day to each serve four-year terms on the Citrus Preservation Commission ending April 16, 2028.

RECOMMENDATION:

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

DISCUSSION:

Commissioners Rolland Moore, Heather Ross, and Michael Day are seeking re-appointment to the Citrus Preservation Commission as their terms expire on April 16, 2024. The Citrus Preservation Commission does not have a restriction on the number of successive terms a commissioner may serve. A public notice requesting interested residents to submit an application to the Citrus Preservation Commission was issued in February. In addition, the public notice was concurrently aired on Redlands TV and posted at the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. The City received three (3) new applications

from residents interested in serving on this commission. The Citrus Preservation Commission consists of seven members as follows:

- Rolland Moore (expires 4.16.24)
- Heather Ross (expires 4.16.24)
- John Smith
- Michael Day (expires 4.16.24)
- Thomas Lanza
- Roger Hardy
- Jack Steward

ALTERNATIVES:

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

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Citrus Notice 2024

Citrus Preservation Applications 2024

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

PUBLIC NOTICE

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

CITRUS PRESERVATION COMMISSION

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

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

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

Deadline for filing applications is February 26, 2024

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

02/05/2024

City Manager's Office

FEB 21 2024

Received

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

CITRUS COMMISSION

Name JANET WARD

Address [redacted]

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

Email [redacted]

Occupation RETIRED DEPUTY DISTRICT ATTORNEY

Reasons for desiring to serve – relevant experience and qualifications:

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

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

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

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

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

(2) DON BUCHANAN
PAST STREET TREE
[redacted]
Telephone [redacted]

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

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

✓ address Verified AE

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Citrus Preservation

City Manager's Office

Name Kyle Kenison

FEB 26 2024

Address [redacted]

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

Received

Email [redacted]

Occupation Business owner (Citridea)

Reasons for desiring to serve – relevant experience and qualifications:

See attached file

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

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

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

(1) Luke Maiberger

Telephone [redacted]

(2) Sabine Hecht

Telephone [redacted]

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

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

✓ address verified (JE)

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

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

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

CITY OF REDLANDS
COMMISSION APPLICATION FORM

City Manager's Office
FEB - 6 2024
Received

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

COMMISSION\BOARD APPLIED FOR

Citrus Preservation Commisssion

Name Zach Smith

Address [redacted]

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

Email [redacted]

Occupation Real Estate Agent

Reasons for desiring to serve – relevant experience and qualifications:

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

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

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

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

(1) Joe Shaw
Owner of Rita Shaw Broker & Associates
Telephone [redacted]

(2) Kyle DeKock
Owner of Rita Shaw Property Management
Telephone [redacted]

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

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

✓ address verified

City Council Meeting **G. 7.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Side Letter of Agreement between the City and Redlands Professional Firefighters Association modifying language in Article 46 of the Memorandum of Understanding to clarify sick leave benefits at the time of retirement (Human Resources Director Meteau)

MOTION(S):

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

I move to approve the side letter of agreement between the City of Redlands and the Redlands Professional Firefighters Association modifying language in Article 46 to clarify sick leave benefits at the time of retirement.

RECOMMENDATION:

Staff recommends that the Council approve the Side Letter of Agreement between the City of Redlands and Redlands Professional Firefighters Association.

DISCUSSION:

On July 5, 2023, the Council approved a Memorandum of Understanding (MOU) between the City and the Redlands Professional Firefighters Association (RPFA). This MOU included the option for employees to deposit their sick leave balance into a Post- Employment Health Plan (PEHP), cash out a portion of their sick leave, or utilize sick leave towards service credit at the time of retirement. After further review of the PEHP with the plan administrator, it was determined that it is not allowable to offer both the option of cashing out sick leave and depositing into the PEHP. The City met with representatives of the RPFA and agreed to modify Article 46 of the current MOU. This new language clarifies the

benefit provided to unit members. All employees in the unit will have the option of cashing out sick leave as outlined in the MOU or utilizing sick leave towards service credit at the time of retirement. All other provisions of the MOU remain unchanged.

ALTERNATIVES:
N/A

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Robert Meteau, Human Resources Director

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

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

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

Fiscal Impact

Discussion:
There is no fiscal impact associated with this item.

Attachments

RPFA Side Letter

CITY OF REDLANDS AND REDLANDS PROFESSIONAL FIREFIGHTERS ASSOCIATION
SIDE LETTER OF AGREEMENT (2024)

This Side Letter of Agreement amending the July 1, 2023 – June 30, 2026 Memorandum of Understanding between the Redlands Professional Firefighters Association (RPFA) and the City of Redlands ("City") is made and entered into this 19th day of March, 2024. RPFA and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

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

WHEREAS, the Parties now wish to clarify their intentions with respect to Article 46, Section 46.03 of the RPFA MOU; and

WHEREAS, representatives of the City and RPFA have met and conferred in good faith, and now wish to effect changes with respect to Article 46, Section 46.03.

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

AGREEMENT

Section 1. Article 46, Section 46.03 of the RPFA MOU, entitled "Accrual Payment upon Retirement" is hereby amended to read as follows:

SECTION 46.03: ACCRUAL PAYMENT UPON RETIREMENT

A. Upon service or medical retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, employees with less than fifteen (15) years of service with the City may elect one (1) of the following options for payment of unused sick leave:
    1. Accrued sick leave may be cashed out at the prevailing hourly rate at three-percent (3%) for each year of service to a maximum of 100%.
    2. At the time of retirement or disability retirement extend service credit equal to one hundred percent (100%) of accrued sick leave on the books.

B. Upon service or medical retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, employees who have served a minimum of fifteen (15) years of service with the City, shall be provided lifetime health insurance or the Medical Bridge in accordance with Article 31, Section D. In addition, affected employees also have the option of being compensated for unused sick leave on the books at the time of retirement by either option 1 or 2 above.

CITY OF REDLANDS

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

REDLANDS PROFESSIONAL FIREFIGHTERS ASSOCIATION

_____

Matthew Swenson, President

City Council Meeting **G. 8.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Accept grant award from San Manuel Band of Mission Indians to fund the 2024 Redlands Emergency Services Academy in the amount of $30,000 and authorize an additional appropriation of the same to the Police Department (Police Chief Tolber)

MOTION(S):

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

1. I move to accept the grant award from the San Manuel Band of Mission Indians in the amount of $30,000; and
2. I move to authorize an additional appropriation of funds to the Police Department of the same.

RECOMMENDATION:

Staff recommends that the Council accept the grant award from the San Manuel Band of Mission Indians and approve the additional appropriation of funds to the Police Department in the amount of $30,000.

DISCUSSION:

The Redlands Emergency Services Academy ("RESA") is a partnership with the Redlands Police Department, Redlands Fire Department, Crafton Hills College, and the University of Redlands to provide graduating high school students with a rigorous, hands-on introduction to public safety careers. The week-long academy gives local students interested in careers in emergency services an opportunity to learn from Redlands police officers and firefighters. Many participants have gone on to careers in both fields.

RESA is funded primarily through grants and donations. The Redlands Police Department received a generous grant of $30,000 from the San Manuel Band of

Mission Indians. These funds are used to pay for the personnel (Police Department/Fire Department) to run the RESA program and to backfill positions that are working at the academy.

ALTERNATIVES:

Do not accept the grant award and not approve the supplemental appropriation in the amount of $30,000.

STRATEGIC PLAN:
Not applicable.

SUBMITTED BY:
Rachel Tolber, Police Chief

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

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

PREPARED BY:
Dominick Povero, Police Sergeant

Fiscal Impact

Fiscal Year:	FY 2024-25
Revenue Generating:	Yes
Appropriation Required Y/N:	Yes
Amount:	$30,000
Budgeted Y/N:	No
Account No.:	200202
Discussion:	

Attachments

Additional Appropriation Form RESA 2024
Award Letter

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 02/08/24

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Police

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Overtime Salaries	200202	5101	P202022	30,000.00
				$ 30,000.00 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Other Grants	200202	4410	P202022	30,000.00
				$ 30,000.00 -

JUSTIFICATION: This donation grant is to be used to provide funding support of the Redlands Emergency Services Academy (RESA) for the cost of fire and police personnel overtime for time worked for RESA 2024.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

July 01, 2023

Mr. Chris Mead
Police Officer
Redlands Police Department
30 Cajon Street
Redlands, CA 92373

Re: Charitable Donation

Dear Mr. Mead,

On behalf of San Manuel Band of Mission Indians ("**Tribe**"), we want to thank you and your organization for the programs and services you provide to our community.

We are pleased to inform you that we approved a donation in the amount of $60,000.00 to support your efforts. By accepting this charitable donation ("**Grant**") from Tribe, City of Redlands ("**Grantee**") agrees to abide by the following terms and conditions:

I. GRANTEE'S STATUS. Grantee warrants and represents that it is a public school, Tribal or other government entity, or tax-exempt organization under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and is not a private foundation as defined in Section 509(a) of the Code. Grantee has provided Tribe with a copy of IRS determination letter(s) evidencing its status as an eligible recipient and warrants and represents that such determination letter(s) are currently in full force and effect. Regardless of Grantee's current tax status, Grantee will notify Tribe immediately of any actual or proposed change in tax status.

II. PURPOSE OF GRANT. Tribe's Grant is to provide funding in support of Redlands Emergency Services Academy (RESA) (hereinafter "**Grant Project**"). The Grant is made only for specific charitable purposes described in this letter and may not be used for any other purpose without prior written approval from Tribe.

III. GOALS, OBJECTIVES, OUTCOMES AND EVALUATIONS OF GRANT PROJECT.

1. Goals & Objectives. Grantee shall undertake the following within [twenty-four] months following the date of this letter ("**Execution Period**") unless Tribe agrees in writing to alternative timelines: (See Attachment A: Goals, Objectives, Outcomes and Evaluations of Grant Project, incorporated herein by reference).

2. Outcomes & Evaluation. The Outcomes will be evaluated and reported in sum at the completion of the Execution Period of this Agreement: (See Attachment A: Goals, Objectives, Outcomes and Evaluations of Grant Project, incorporated herein by reference).

26569 Community Center Drive • Highland, CA 92346
Office: (909) 864-8933 • FAX: (909) 864-3370

IV. AMOUNT AND PAYMENT OF GRANT. Full payment of Sixty-Thousand Dollars and No Cents ($60,000.00) is to provide funding in support of Grant Project and will be used as follows: (See Attachment B: San Manuel Grant Project Budget, incorporated herein by reference). Payments shall be disbursed in two (2) payments 1) $30,000 for FY 2023-2024 and 2) $30,000 for FY 2024-2025.

V. PERIOD OF GRANT. The Grant will be applied for projects executed during the 24-month period following this date of this letter unless otherwise agreed upon in writing by Tribe. No applications for new support will be accepted from Grantee until the conclusion of the Execution Period in compliance with Section III.1 above, unless the Grant Project is event/date specific.

VI. EXPENDITURE OF GRANT FUNDS

1. Use of Funds. Grantee will spend the Grant only for the purposes described in this letter.
2. Prohibited Uses. Grantee will not use any of the Grant in a manner inconsistent with Section 501(c)(3) of the Code, including:
    a. Carrying on propaganda, or otherwise attempting to, influence legislation;
    b. Influencing the outcome of any specific public election;
    c. Carrying on, directly or indirectly, any voter registration drive;
    d. Inducing or encouraging violations of law or public policy, or
    e. Causing any private inurement or improper private benefit to occur.
    3. Payment of Funds to Related Parties of Tribe. No part of this Grant may be paid to any director, officer, employee or citizen (or their family members) of Tribe for any purpose.

VII. RECORDS, AUDITS, SITE VISITS. The Grant will be accounted for separately in Grantee's books and records. A systematic accounting record shall be kept by Grantee of the receipt and disbursement of the Grant. Grantee will retain original substantiating documents related to restricted Grant expenditures and make these records available for Tribe's review upon request. Grantee will be responsible for maintaining adequate financial records pertaining to the Grant for a minimum of three (3) years after completion of the Grant Project. Tribe, or its designated representative, reserves the right to conduct a site visit and/or audit Grantee's books and records relating to the expenditure of the Grant.

VIII. REPORTS. Grantee will submit a written semi-annul summative and final written report. Such written reports must be signed by an officer of Grantee and shall conform to the report template provided by Tribe's Strategic Philanthropy Department. **Please do not complete or submit a report until you have received the report notification from the Strategic Philanthropy Department.** Tribe shall send such templates and notice of the report's due date on the six month anniversary of the Effective Date and upon completion of the Execution Period. This template will be emailed to the Primary Contact listed in your grant application. Should this contact information change during the course of the Execution Period, please notify our office immediately.

26569 Community Center Drive • Highland, CA 92346
Office: (909) 864-8933 • FAX: (909) 864-3370

IX. LICENSING AND CREDENTIALS. Grantee will maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with the Grant Project.

X. MANAGEMENT AND ORGANIZATIONAL CHANGES. Grantee will provide immediate written notice to Tribe if significant changes or events occur during the Execution Period which could potentially impact the progress or outcome of the Grant Project, including, without limitation, changes in Grantee's management personnel or losses of funding from any other sources.

XI. GRANT PROJECT BUDGET CHANGES. Grantee must report to Tribe any change, including but not limited to, changes in expenses, funding, personnel, materials, service area or population, or timelines, which impact at least 10% of the reported budget and use of funds for the Grant Project detailed in Attachment B.

XII. TRIBE LETTERHEAD AND LOGO.

1. If Tribe consents in writing to Grantee's use of Tribe's name or logo (collectively, its "Marks"), Grantee acknowledges and agrees that Tribe is the owner of all right, title and interest in and to Tribe's Marks and that Grantee's use of the Marks pursuant to this letter inures to the benefit of Tribe. Such written consent by Tribe, if actually given, would constitute a non-exclusive and non-transferable license, without the right to sublicense, to use the Marks solely in connection with providing recognition of the Grant pursuant to this letter. Grantee will have no rights in or to the Marks, except as expressly granted herein. Tribe expressly reserves to itself all rights in and to the Marks not expressly granted to Grantee pursuant to this letter. The manner and use of the Marks will comply with all federal and state laws pertaining to trade names, trademarks and service marks in force at any time and will clearly indicate Tribe's ownership of the Marks as requested and approved by Tribe.

2. All uses of the Marks by Grantee are subject to the prior written approval of Tribe through its Executive Director of the Office of Public Affairs. Grantee will submit to Tribe for approval, at least ten (10) business days prior to its intended first use, all materials which contain the Marks (whether in print media, direct mail, television, radio, internet, email, billboard or in any other form, media or channel). Tribe will have the right to review and approve any copy containing reference to Tribe or including the Marks prior to its use by Grantee. Tribe will use its reasonable efforts to promptly review materials sent by Grantee for approval and will not unreasonably withhold or delay its approval. In no event will Grantee make any unapproved changes to the Marks.

XIII. TRIBE'S PUBLICITY OF GRANT PROJECT. Grantee hereby grants to Tribe an irrevocable, non-exclusive license to use Grantee's name and marks in publicity materials in all forms of media pertaining to Grantee's organization, the Grant Project, and any results or outcomes of the Grant, for internal presentations and external dissemination to the public.

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Office: (909) 864-8933 • FAX: (909) 864-3370

XIIV. CONFIDENTIALITY. The terms of the Grant are confidential. Grantee must seek Tribe's prior written approval before sharing any terms of the Grant with third parties who do not have a need to know in order to further the purpose of the Grant Project.

XV. SELECTION OF SUBGRANTEES. With regard to the selection of any subgrantees to carry out the purposes of this Grant, Grantee retains full discretion and control over the selection process, acting completely independently of Tribe. There is no agreement, written or oral, by which Tribe may cause Grantee to choose any particular subgrantee.

XVI. NO AGENCY. Grantee is solely responsible for all activities supported by the Grant, the content of any product created with the Grant, and the manner in which any such product may be disseminated. This letter will not create any agency relationship, partnership, or joint venture between the parties, and Grantee will make no such representation to anyone.

XVII. NO WAIVERS. The failure of Tribe to exercise any of its rights hereunder will not be deemed to be a waiver of such rights.

XVIII. NO FURTHER OBLIGATIONS BY TRIBE. The Grant is made with the understanding that Tribe has no obligation to provide other or additional support or grants to Grantee.

XIX. REMEDIES. If Tribe determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision hereof , including but not limited to failure to submit reports when due, Tribe may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee hereunder or any other grant agreement, and Tribe may demand the return of all or part of the Grant funds not properly spent or committed to third parties, which Grantee will immediately repay to Tribe. Tribe may also avail itself of any other remedies available at law.

XX. WAIVER OF CLAIMS AND INDEMNIFICATION. Grantee waives any and all claims and recourse against Tribe, including the right of contribution for loss or damages to persons or property arising from, growing out of, or in any way connected with or incidental to fulfillment of the terms and conditions specified herein. Additionally, Grantee will indemnify, defend, protect and hold Tribe and its officers, managers, members, employees, agents and representatives, harmless from any cost, expense, claim, demand, liability and/or damage, including reasonable attorney's fees and costs, by any third party arising out of or in connection with, in whole or in part, performance of Tribe's obligations pursuant to this letter.

XXI. GOVERNING LAW/ JURISDICTION. This Agreement shall be governed by applicable tribal, federal, and State of California law, in that order, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Nothing in this Agreement shall be construed as a waiver of Tribe's immunity to unconsented suit.

XXII. KNOWING ASSUMPTION OF OBLIGATIONS. Grantee acknowledges that it understands its obligations imposed by this Agreement.

26569 Community Center Drive • Highland, CA 92346
Office: (909) 864-8933 • FAX: (909) 864-3370

XXIII. TERRORIST ACTIVITY. Grantee represents and warrants that it does not support or conduct, directly or indirectly, violence or terrorist activity of any kind.

XIV. ENTIRE AGREEMENT. This letter is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous oral, written and other agreements between the parties. Nothing contained herein will be construed as a waiver of Tribe's immunity from unconsented suit.

As noted, our charitable giving guidelines require that we receive a final report from your organization. At the end of the Execution Period, you will receive notification detailing the instructions for submitting your report. If you have any questions regarding the Grant, or do not receive this notification, please contact your assigned Program Officer, Melisa Castro, at (909) 864-8933.

Tribe is pleased to have the opportunity to support your valuable work. **Your check will be mailed to you by our Accounting Department, please allow 2 – 4 weeks for processing.** We extend our best wishes to you for continued success and look forward to hearing about your accomplishments in the coming year.

Sincerely,

Patrick Dupont
Vice President of Finance and Accounting

PD: sp

26569 Community Center Drive • Highland, CA 92346
Office: (909) 864-8933 • FAX: (909) 864-3370

City Council Meeting **G. 9.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8564 authorizing a one-year time extension to the expiration date for Commission Review & Approval No. 931, with associated entitlements, to merge two parcels into a one single parcel for the construction of a 40,415 square foot hotel with 90 guest rooms, four stories high, and related on-site improvements including parking lot, landscaping, lighting, and utilities on a 1.52-acre site. The project site is located on the south side of West Colton Avenue at Columbia Street and 719 N. Eureka Street (APN's: 0169-155-05-0000 and 0169-142-07-0000) (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 Resolution No. 8564 to approve a one-year extension of time for Commission Review & Approval No. 931 and associated entitlements.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8564 to approve a one-year extension of time for Commission Review & Approval No. 931, with associated entitlements, for the construction of one hotel building totaling 40,415 square-feet in size and related site improvements located on the south side of West Colton Avenue at Columbia Street and 719 N. Eureka Street (APN's: 0169-155-05-0000 and 0169-142-07-0000).

DISCUSSION:

The proposed project includes the construction of a 40,415 square foot hotel with 90 guest rooms, four stories high, and related on-site improvements including parking lot, landscaping, lighting, and utilities on a 1.52-acre site. The project site is located on the south side of West Colton Avenue at Columbia Street and 719 N. Eureka Street (APN's: 0169-155-05-0000 and 0169-142-07-0000). The project was approved under the regulations of the Highway Commercial (C-4) District and has since then been designated within the Village General (TVSP/VG) District of the Transit Villages Specific Plan. See Attachment A (Location Map), Attachment B (Project Plans), and Attachment C (Planning Commission Staff Report).

The Redlands Planning Commission approved Commission Review and Approval No. 931 and Lot Line Adjustment No. 665 on April 12, 2022, and the Conditions of Approval were included in Resolution No. 1573 (see Attachment D). Additionally, Demolition No. 366 was approved on May 5, 2022, by the Historic and Scenic Preservation Commission (see Attachment E) for the proposed demolition of an existing single-family residence over 50 years of age located at 719 N. Eureka Street, as required by Condition No. 2 in Exhibit A of Resolution No. 1573, prior to the issuance of a grading or building permit. Demolition No. 366 expired on November 5, 2023, and the applicant is requesting the demolition approval be extended with the project application.

The entitlements will expire on April 12, 2024, unless a grading or building permit has been issued to commence construction of the project, or an extension of time is granted. A grading permit is currently under review in Plan Check, but permits are not expected to be issued and construction is not expected to begin prior to April 12, 2024.

Approval of the time extension will make the new expiration date for this project April 12, 2025. No changes to the project are proposed, and the original Conditions of Approval remain applicable for the project. The applicant has indicated the property has undergone a change of ownership and the approval of a one-year time extension will provide additional time for the new property owner to continue processing the grading plans as well as commence applications for the building permits.

In accordance with RMC Section 18.12.130, a Commission Review & Approval permit shall expire two (2) years from the date of approval unless the holder of the permit obtains a permit and begins construction or obtains an extension of time. The City Council may grant a one-year extension of time, not to exceed a total number of three (3) extensions. This is the applicant's first request for a time extension.

ALTERNATIVES:

The City Council may deny the request, which would result in the expiration of Commission Review & Approval No. 931 and associated entitlements. This would require the applicant to resubmit an entirely new development application.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Jazmin Serrato, Assistant Planner

Fiscal Impact

Fiscal Year: 23-24

Discussion:

There is no impact to the General Fund. The applicant paid the $304 application fee for the time extension request.

Attachments

Attachment A - Location Map
Attachment B - Project Plans
Attachment C - Planning Commission Staff Report
Attachment D - PC Resolution No. 1573
Attachment E - HSPC Resolution No. 2022-10
Attachment F - Resolution No. 8564 (Time Extension)



Location Map

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The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

N
W E
S

Scale
0 120 240
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

March 21, 2022

OneStop.mxd



Aerial

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N
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Scale

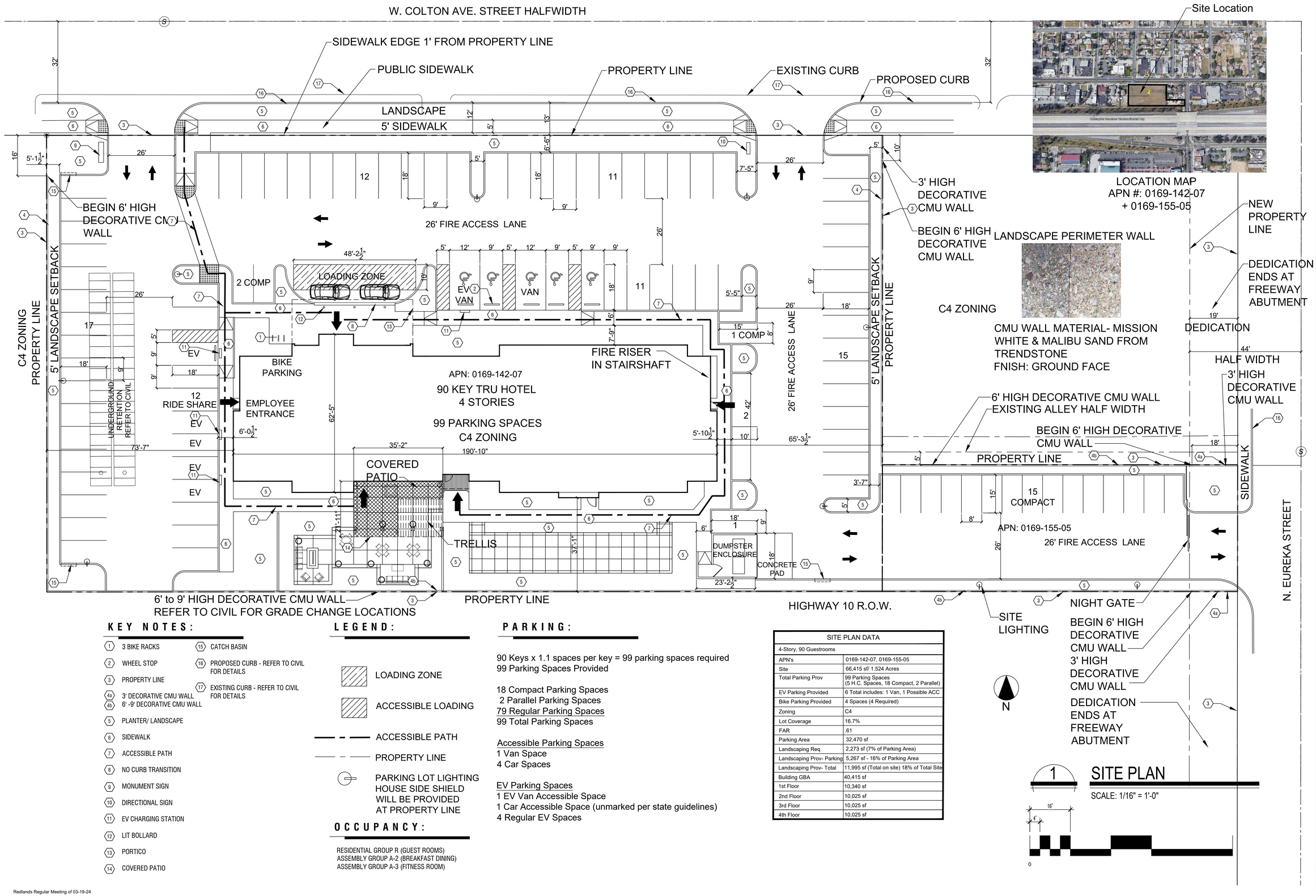
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Feet

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City of REDLANDS "A City That Works"

March 21, 2022

OneStop.mxd



LOCATION MAP
APN #: 0169-142-07
+ 0169-155-05

C4 ZONING

KEY NOTES:

1	3 BIKE RACKS	15	CATCH BASIN
2	WHEEL STOP	16	PROPOSED CURB - REFER TO CIVIL FOR DETAILS
3	PROPERTY LINE	17	EXISTING CURB - REFER TO CIVIL FOR DETAILS
4a	3' DECORATIVE CMU WALL		
4b	6' -9' DECORATIVE CMU WALL		
5	PLANTER/ LANDSCAPE		
6	SIDEWALK		
7	ACCESSIBLE PATH		
8	NO CURB TRANSITION		
9	MONUMENT SIGN		
10	DIRECTIONAL SIGN		
11	EV CHARGING STATION		
12	LIT BOLLARD		
13	PORTICO		
14	COVERED PATIO		

LEGEND:

- LOADING ZONE
- ACCESSIBLE LOADING
- ACCESSIBLE PATH
- PROPERTY LINE
- PARKING LOT LIGHTING HOUSE SIDE SHIELD WILL BE PROVIDED AT PROPERTY LINE

OCCUPANCY:

RESIDENTIAL GROUP R (GUEST ROOMS)
ASSEMBLY GROUP A-2 (BREAKFAST DINING)
ASSEMBLY GROUP A-3 (FITNESS ROOM)

PARKING:

90 Keys x 1.1 spaces per key = 99 parking spaces required
99 Parking Spaces Provided

18 Compact Parking Spaces
2 Parallel Parking Spaces
79 Regular Parking Spaces
99 Total Parking Spaces

Accessible Parking Spaces
1 Van Space
4 Car Spaces

EV Parking Spaces
1 EV Van Accessible Space
1 Car Accessible Space (unmarked per state guidelines)
4 Regular EV Spaces

SITE PLAN DATA	
4-Story, 90 Guestrooms	
APN's	0169-142-07, 0169-155-05
Site	66,415 sf/ 1.524 Acres
Total Parking Prov	99 Parking Spaces (5 H.C. Spaces, 18 Compact, 2 Parallel)
EV Parking Provided	6 Total includes: 1 Van, 1 Possible ACC
Bike Parking Provided	4 Spaces (4 Required)
Zoning	C4
Lot Coverage	16.7%
FAR	.61
Parking Area	32,470 sf
Landscaping Req	2,273 sf (7% of Parking Area)
Landscaping Prov- Parking	5,267 sf - 16% of Parking Area
Landscaping Prov- Total	11,995 sf (Total on site) 18% of Total Site
Building GBA	40,415 sf
1st Floor	10,340 sf
2nd Floor	10,025 sf
3rd Floor	10,025 sf
4th Floor	10,025 sf

1 SITE PLAN
SCALE: 1/16" = 1'-0"

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gwen@gj-arch.com

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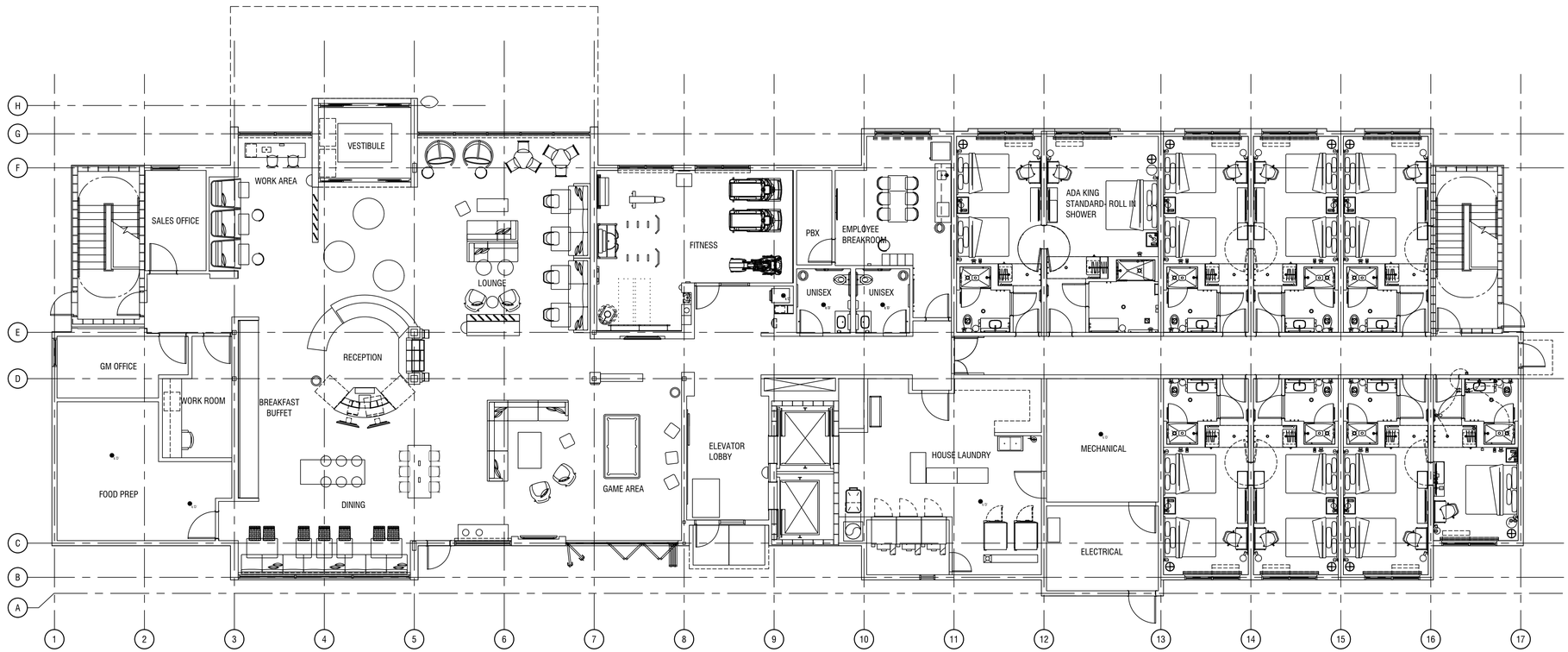
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DECOR:	

SITE PLAN

A100

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1 GROUND LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

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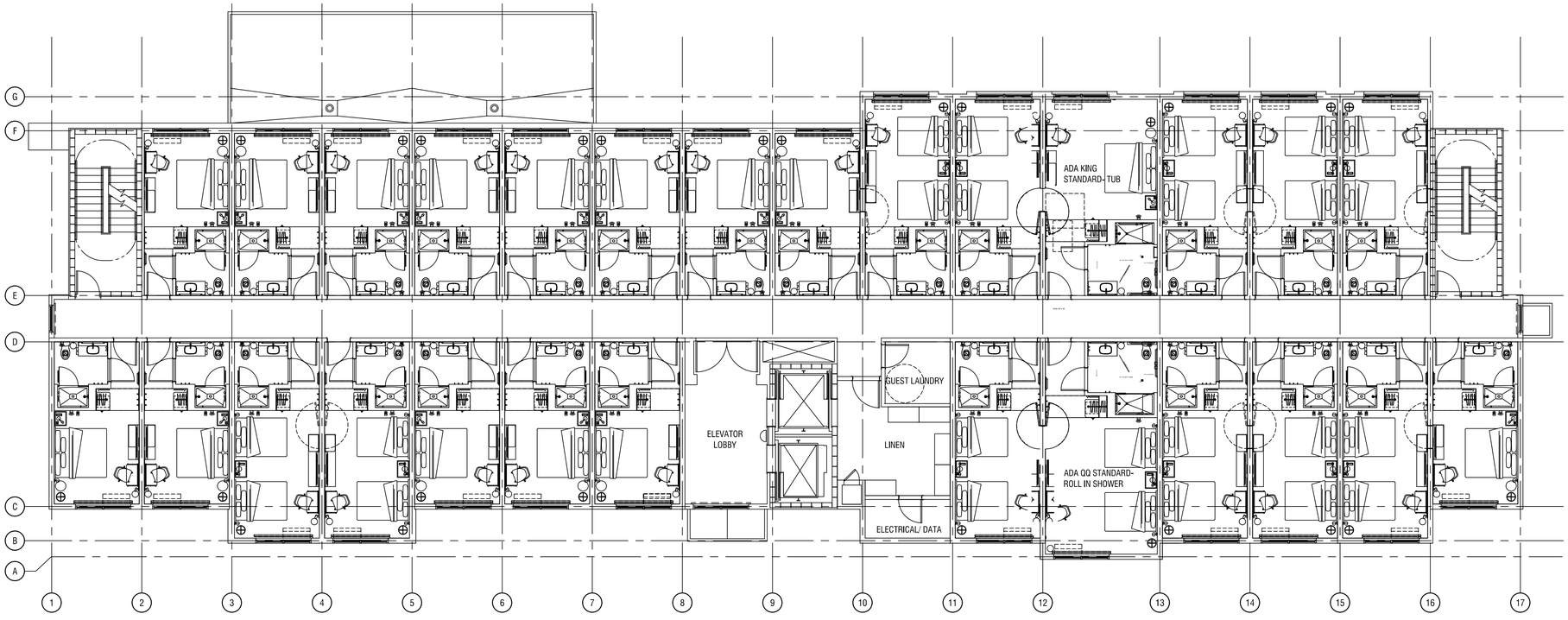
ISSUE DATE: 06.15.2021
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GROUND LEVEL FLOOR PLAN

A201

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FILE NAME: MSPXX_L01.dwg



1 SECOND LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

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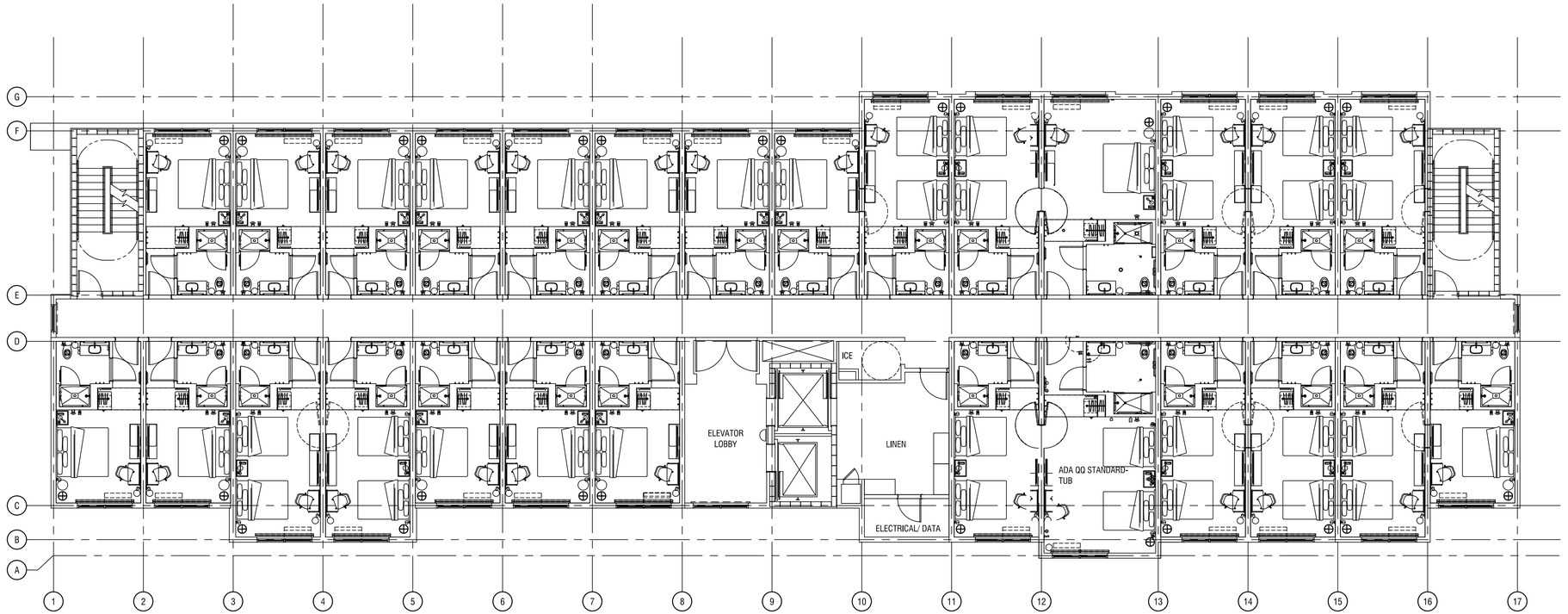
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SECOND LEVEL FLOOR PLAN

A202

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FILE NAME: MSPxx_L02.dw



1 THIRD LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

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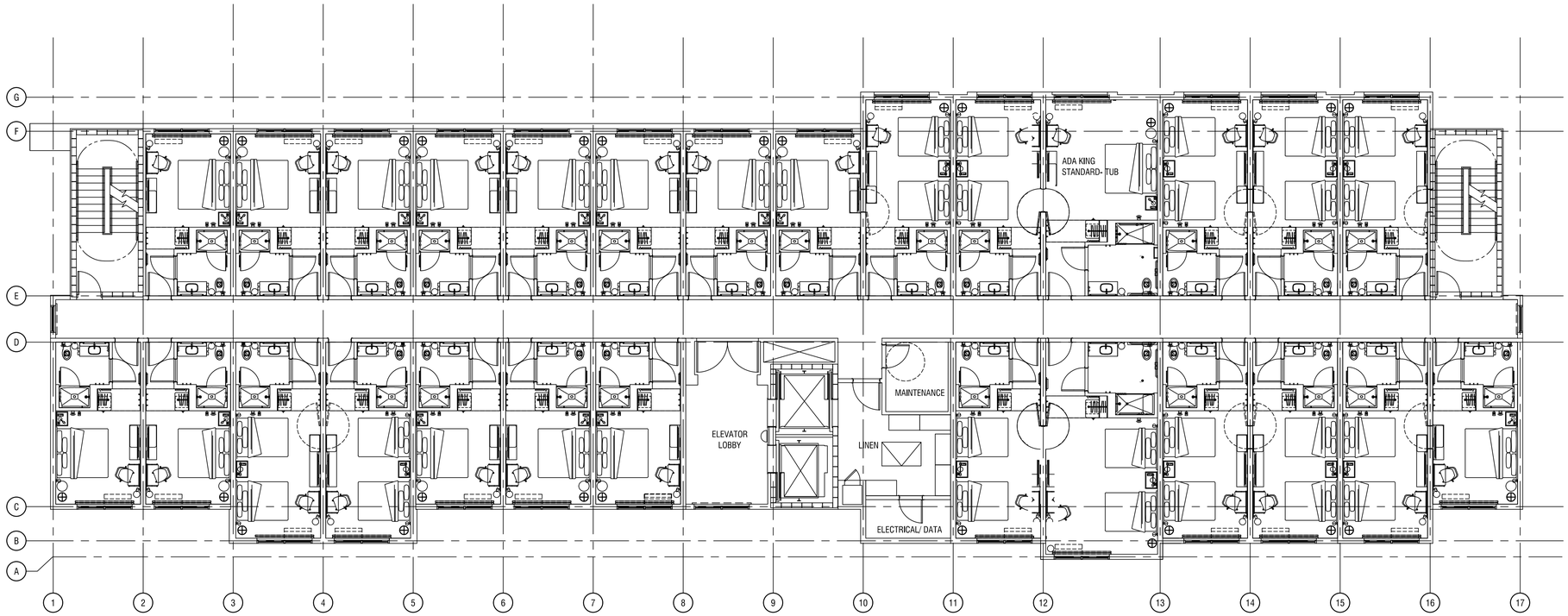
ISSUE DATE: 6.15.2021
REVISION DATE:
GENERATION:
DECOR:

THIRD LEVEL FLOOR PLAN

A203

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FILE NAME: MSPxx_L03.dw



1 FOURTH LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

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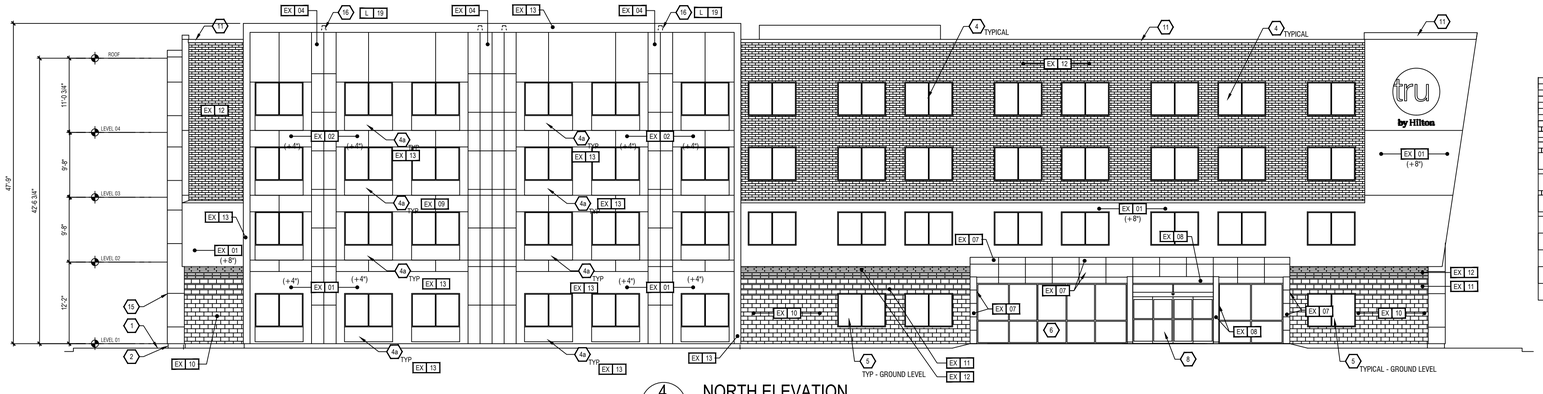
FOURTH LEVEL FLOOR PLAN

A204

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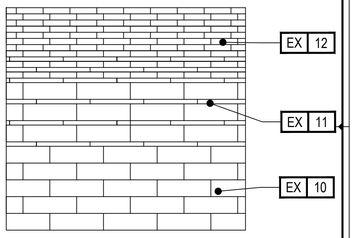
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ALL BACK SIDES OF PARAPETS SHALL HAVE THE SAME COLOR AND FINISH OF CORRESPONDING MATERIAL OR MATCHING COLOR

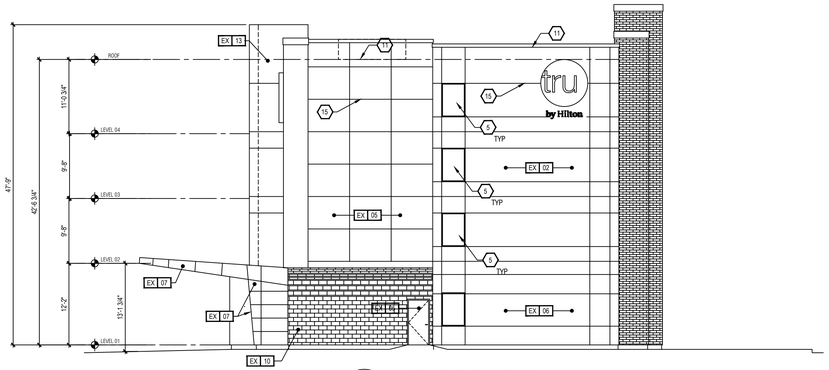


4 NORTH ELEVATION

SCALE: 3/32" = 1'-0"

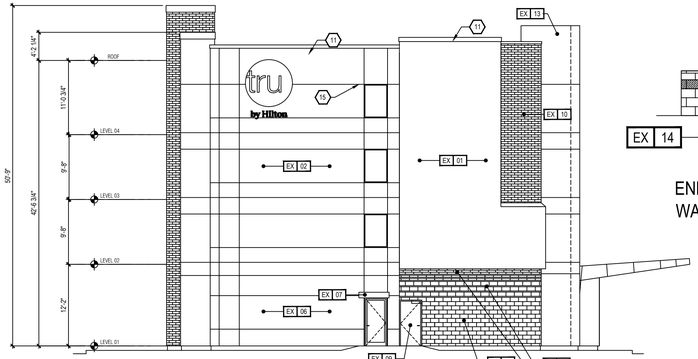


ENLARGED BRICK AND STONE VENEER DETAIL



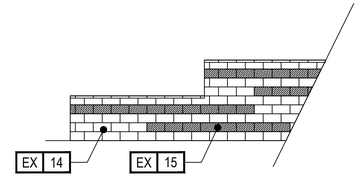
3 WEST ELEVATION

SCALE: 3/32" = 1'-0"



2 EAST ELEVATION

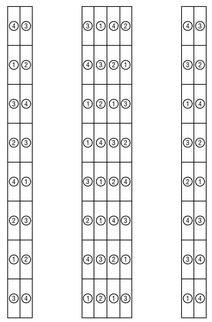
SCALE: 3/32" = 1'-0"



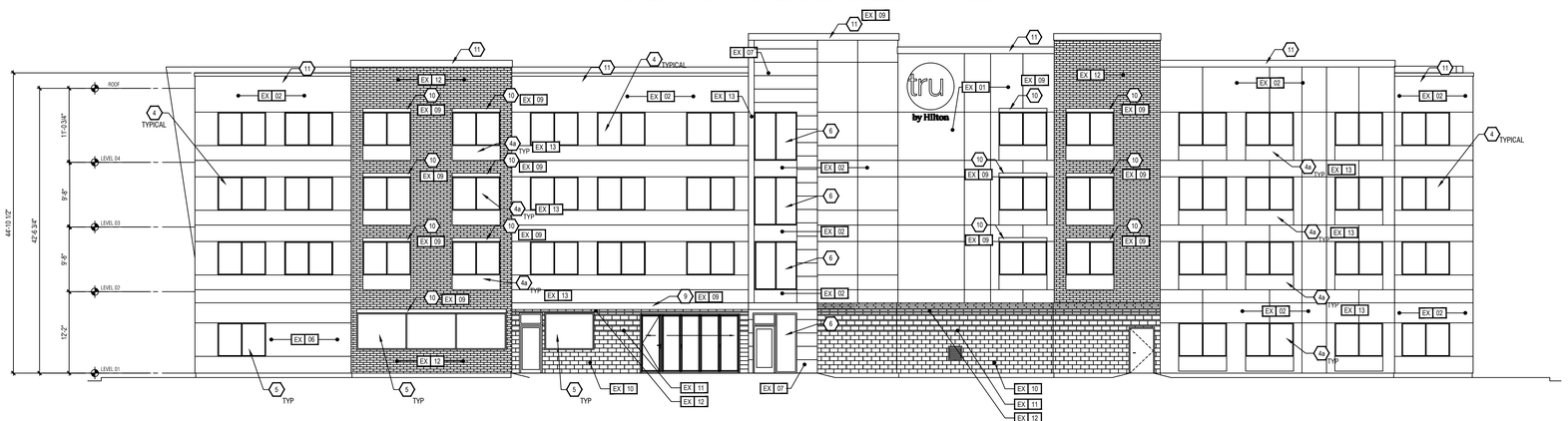
ENLARGED DECORATIVE CMU WALL AT SITE PERIMETER

COLOR DIAGRAM FOR EX-04

1. EIFS: COLOR-SW 6497 BLUE HORIZON
2. EIFS: COLOR-SW 6673 BANANA CREAM
3. EIFS: COLOR-SW 6508 SECURE BLUE
4. EIFS: COLOR-SW 6524 COMMODORE



ALL BACK SIDES OF PARAPETS SHALL HAVE THE SAME COLOR AND FINISH OF CORRESPONDING MATERIAL OR MATCHING COLOR



1 SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

KEY NOTES:

1. APPROXIMATE LINE OF GRADE
2. ABOVE GRADE EXPOSED FOUNDATION WALL
3. NOT USED
4. ALUMINUM SLIDER WINDOW W/ THERMAL BROKEN FRAME, INSULATED GLAZING, 4" OPENING STOP - 4a: WITH INSULATED INFILL PANEL - EX-13 GLASS - SOLARBAN 70 ON CLEAR - REFLECTANCE 13%
5. ALUMINUM FIXED WINDOW W/ THERMAL BROKEN FRAME, INSULATED GLAZING
6. ALUMINUM STOREFRONT SYSTEM W/ THERMAL BROKEN FRAME AND INSULATED GLAZING
7. NOT USED
8. ALUMINUM AUTOMATIC SLIDING ENTRY DOOR W/ INSULATED GLAZING
9. METAL CANOPY/ PATIO COVER
10. ARCHITECTURAL METAL EYEBROW
11. KYNAR FINISH ALUMINUM COPING/ GRAVEL STOP SYSTEM -- COLOR TO MATCH ADJACENT MATERIAL
12. NOT USED
13. NOT USED
14. NOT USED
15. ACCENT "V" JOINT
16. DOWNLIGHT & IN-GROUND UPLIGHT TO ACCENT MULTI-COLORED BUILDING RECESSES

NOTE:
1. ALL GLASS IS TO BE SOLARBAN 90 ON CLEAR OR EQUIVALENT
2. FRAMES - ARCADIA ALUMINUM - FINISH: AB BLACK
3. EXPANSION JOINTS AT FLOOR LINES WITH BACKER ROD AND SEALANT SHALL BE PROVIDED.

ARCHITECTURAL LIGHTING LEGEND:

L-19	DOWNLIGHT @ FACADE RECESSES
L-20	IN-GROUND UPLIGHT @ FACADE RECESSES

BUILDING SIGNAGE:

ALL SIGNAGE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY - LOCATION SIZE, ETC. TO BE DETERMINED ON A SEPARATE SUBMITTAL

RACEWAYS/ WIREWAYS ARE NOT ALLOWED

FINISH LEGEND:

EIFS CLADDING SYSTEM (EX) - BASIS OF DESIGN - "OUTSULATION PLUS MD EIFS" BY DRYVIT SYSTEMS, INC.

PROVIDE EIFS HIGH IMPACT MESH ASSEMBLY FOR LOWER 8'-0" OF WALL AREAS AT GRADE: BASIS OF DESIGN - DRYVIT "STANDARD" MESH OVER "PANZER 20 OZ." HIGH IMPACT MESH

COORDINATE FOR MINIMUM EXTERIOR CONTINUOUS INSULATION THICKNESS / R-VALUE REQUIREMENTS IN ACCORDANCE WITH ADOPTED ENERGY CODE REQUIREMENTS FOR ALL CLADDING AREAS.

EX 01	DRYVIT SYSTEMS: SW 6991 BLACK MAGIC- SANDBLASTED FINISH
EX 02	DRYVIT SYSTEMS: DRYVIT #628ST WHITE HAZE- SANDBLASTED FINISH
EX 03	NOT USED
EX 04	FIBER CEMENT PANELS: HARDIE PANEL: SMOOTH FINISH- PAINTED VARIES - REFER TO DIAGRAM 16E
EX 05	DRYVIT SYSTEMS: COLOR TO MATCH SW6508 SECURE BLUE-SANDBLASTED FINISH
EX 06	DRYVIT SYSTEMS: DRYVIT #615A TATTLETALE- SANDBLASTED FINISH
EX 07	PORCELAIN TILE - TILE BAR -BOND- INDIO BLUE- 24" X 48"
EX 08	FIBER CEMENT PANEL - HARDIE PANEL: SMOOTH FINISH-PAINTED: SW 6673 BANANA CREAM
EX 09	EXTERIOR PAINT: SW6991 BLACK MAGIC
EX 10	STONE: ECHELON FRANKLIN VENEER UNIT- SIZE: 8" X 24" COLOR: MONUMENT WHITE
EX 11	STONE- ECHELON FRANKLIN VENEER UNIT- SIZE: 2 $\frac{1}{2}$" X 24" COLOR: MONUMENT WHITE
EX 12	THIN BRICK - BELDEN BRICK- SHERWOOD GRAY VELVET - SIZE: NORMAN - COURSE: 1 OFFSET
EX 13	REYNOBOND ALCOA ACM PANEL- COLOR TO MATCH SW6991 BLACK MAGIC
EX 14	DECORATIVE CMU BLOCK- 8" X 16" - TRENDSTONE BY TRENDWYTHE- COLOR: MISSION WHITE - FINISH- GROUND FACE
EX 15	DECORATIVE CMU BLOCK - 8"X 16" - TRENSTONE BY TRENDWYTHE - COLOR: MALIBU SAND- FINISH- GROUND FACE

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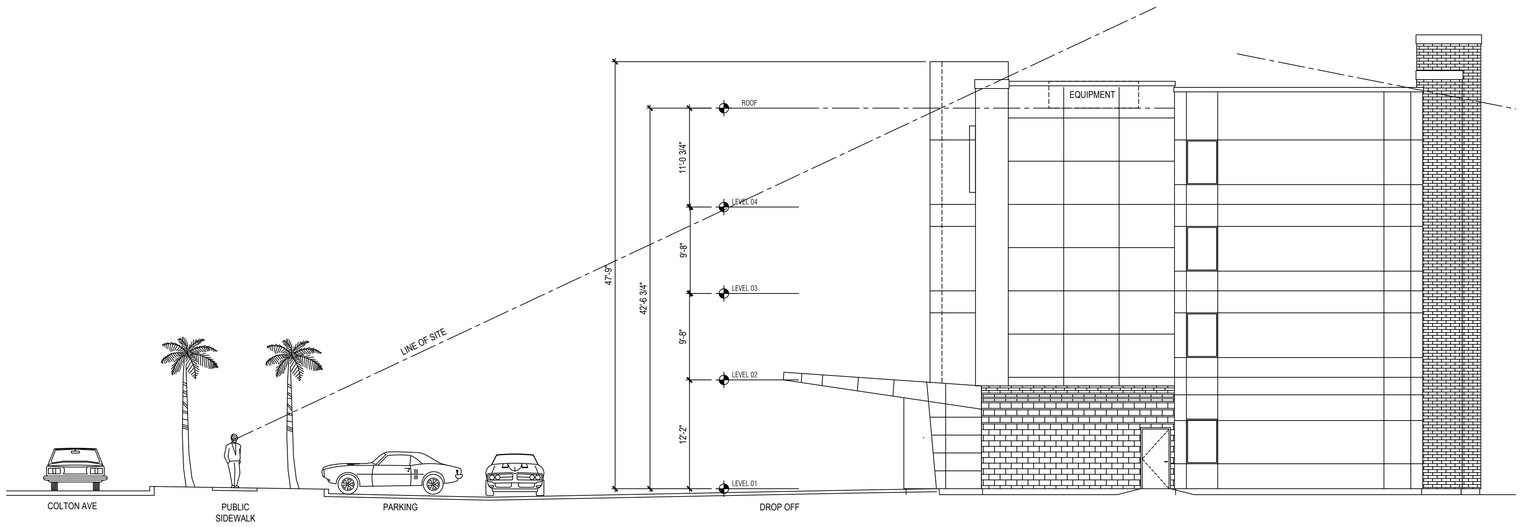
Exterior Elevations

A301

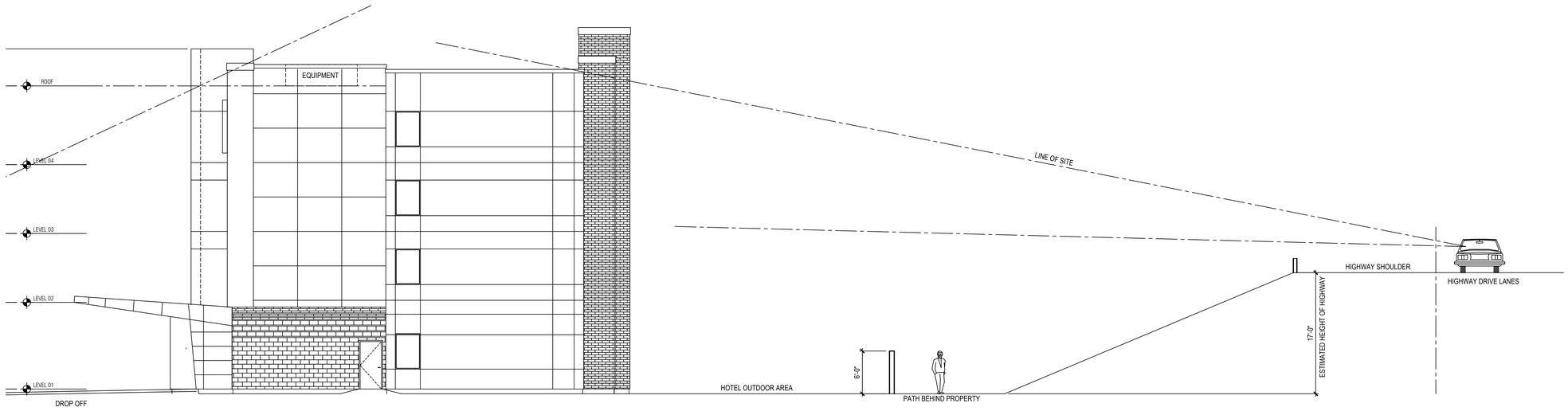
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FILE NAME: MSP-07 EO.pln

© Drawing



2 LINE OF SITE STUDY FROM COLTON AVE.
SCALE: 1/8" = 1'-0"



1 LINE OF SITE STUDY FROM HIGHWAY
SCALE: 1/8" = 1'-0"

ARCHITECTURE
PLANNING DESIGN

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LINE OF SITE STUDY

A304

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FILE NAME: X-LINE OF SITE STUDY.dwg



NORTH ELEVATION



SOUTH ELEVATION

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Rendered Elevations

A302

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WEST ELEVATION

EAST ELEVATOIN

ARCHITECTURE
PLANNING • DESIGN

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DECOR:

Rendered Elevations

A303

NOT FOR CONSTRUCTION

EX-07



PROCELAIN TILE- TILEBAR BOND INDIO BLUE

EX-08
EX-04-2

SW 6673
BANANA CREAM

EX-05
EX-10/ EX-04-3

SW 6508
SECURE BLUE

EX-04-1

SW 6497
BLUE HORIZON

EX-04-4

SW 6524
COMMODORE

EX-01
EX-09

SW 6991
BLACK MAGIC



ECHELON FRANKLIN VENEER STONE
FINISH: GROUND FACE
COLOR: MONUMENT WHITE



DRYVIT 615ST TATTLETALE
EX-06



DRYVIT 628ST WHITE HAZE
EX-02



STOREFRONT AND WINDOW
ARCADIA AB-8 BLACK



TRENDSTONE GROUND FACE
MASONRY UNITS
COLOR: MALIBU SAND
AND MISSION WHITE

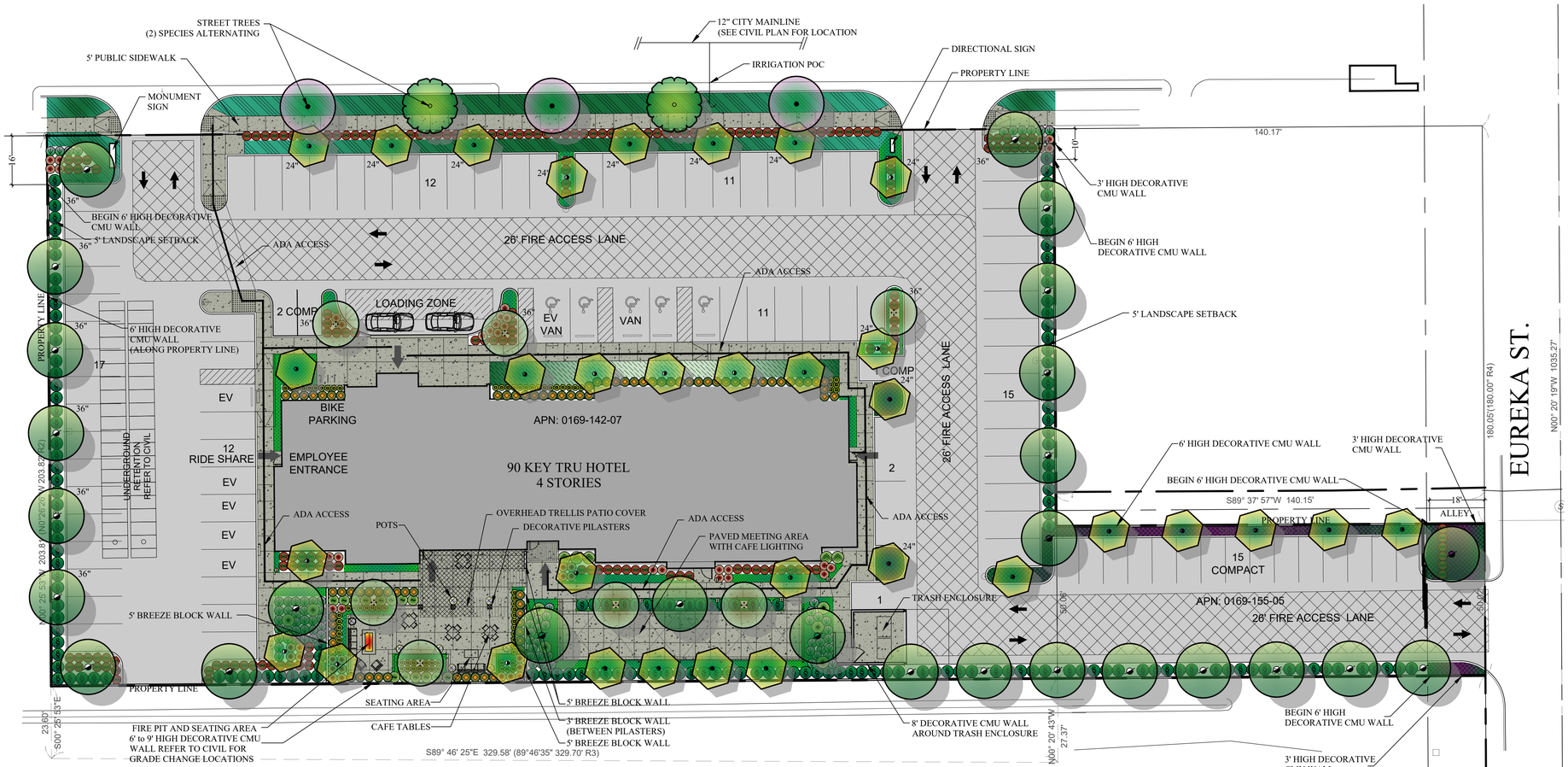
TRU HOTEL - COLTON AVE. REDLANDS CA

MATERIAL BOARD | JUNE 11 2021

ARCHITECTURE
PLANNING • DESIGN

Trendstone on Building Example





PARKING LOT SHADE CALCULATION TABLE											Uncovered Parking Area:	15,841
Complete white cells only. Grey cells are calculated.				*Diameters are in feet and areas are in square feet.*							Required Shade Area:	7,921
	Species Name		Canopy	Canopy	100% Shade Credit		75% Shade Credit		50% Shade Credit		25% Shade Credit		Provided
Symbol	Botanical	Common	Diameter	Area	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area	Shade Area
	Brachychiton n Populneus	Bottle Tree	30.00	707	0.00	0	0	0	14	4948		0	4,948
	Cercidium 'Desert Museum	Desert Museum Palo Verde	25.00	491	2.00	982	2	736	13	3191		0	4,909
	Olea 'Majestic Beauty'	Majestic Beauty Olive	30.00	707		0		0	3	1060		0	1,060
						0		0		0		0	-
						0		0		0		0	-
						0		0		0		0	-
						0		0		0		0	-
						0		0		0		0	-
						0		0		0		0	-
Total Provided Trees: 34					2		2		30		0		
											Total Provided Shade Area :	10,917
											Percent Shade Coverage (50% Minimum):	69%

TREE NOTES:

PARKING LOT TREES SIZE DISTRIBUTION
TOTAL PARKING LOT TREES = (42)
(11 TREES) 26% ARE TO BE 36" BOX, NOTED ON PLAN
(11 TREES) 26% ARE TO BE 24" BOX, NOTED ON PLAN
(20 TREES) 48% ARE TO BE 15 GAL, NOTED ON PLAN

EVERGREEN DISTRIBUTION IN PARKING LOT: 26 OF 42
PARKING LOT EVERGREEN TREES (62%)

REQUIRED TREE CALIPER SIZE:
15 GAL: 3/4" - 1"
24" BOX: 1-1/4" - 1-3/4"
36" BOX: 2-1/2" - 2-3/4"

MATURE TREE SIZE REACHED AT 15 YEARS

LANDSCAPE CALCULATIONS:

TOTAL SITE SQ. FT. = 66,415
TOTAL PARKING SQ. FT. = 32,470
LANDSCAPE REQUIRED = 2,273 SQ. FT. (7% OF SITE)
PARKING LOT LANDSCAPE = 5,267 SQ. FT. (44% OF TOTAL LANDSCAPE)
TOTAL SITE LANDSCAPE = 11,995 SQ. FT. (18% OF TOTAL SITE)

OFFSITE = 1,633 SQ. FT. (RIGHT OF WAY)

TREE LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	WATER USE	NOTES
	BRACHYCHITON POPULNEUS	BOTTLE TREE	36" BOX 15 GAL	27 TOTAL 8 IN PARKING LOT 15 REMAINING TREES	LOW	EVERGREEN
	CERCIDIUM 'DESERT MUSEUM' STD.	SINGEL TRUNK DESERT MUSEUM PALO VERDE	24" GAL 15 GAL	33 TOTAL 11 IN PARKING LOT 21 REMAINING TREES	LOW	
	OLEA 'MAJESTIC BEAUTY' MULTI TRUNK	MAJESTIC BEAUTY FRUITLESS OLIVE	36" GAL 24" GAL	7 TOTAL 3 IN PARKING LOT 4 REMAINING TREES	LOW	EVERGREEN
STREET TREE	GINKO BILOBA	MAIDEN HAIR TREE	24" BOX	2	MED	
	TABEBUIA IMPETIGINOSA	PINK TRUMPET TREE	24" BOX	3	MED	

SHRUB & GROUNDCOVER LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	WATER USE
	AGAVE AMERICANA	CENTURY PLANT	5 GAL	7	LOW
	ALOE ARBORESCENS	TORCH ALOE	5 GAL	50	LOW
	AGAPANTHUS 'PERIWINKLE DAYS'	BLUE-VIOLET LILY OF THE NILE	1 GAL	73	LOW
	CALLISTEMON 'LITTLE JOHN'	DWARF BOTTLE BRUSH	5 GAL	183	LOW
	FRANGULA 'EVE CASE'	COFFEEBERRY	5 GAL	164	LOW
	MUHLENBERGIA 'REGAL MIST'	REGAL MIST PINK MUHLY	5 GAL	73	LOW
	PITTOSPORUM TOBIRA 'VARIEGATA'	VARIEGATED PITTOSPORUM	5 GAL	14	MED
	STRELITZIA REGINAE	BIRD OF PARADISE	5 GAL	79	MED
	WESTRINGIA 'BLUE GEM'	BLUE GEM COAST ROSEMARY	5 GAL	5	LOW
	LANDSCAPE LIGHTING				

SHRUB & GROUNDCOVER LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	WATER USE
	CAREX DIVULSA	BERKELEY SEDGE	1 GAL	@ 18" OC	LOW
	DIANELLA 'VARIEGATA'	WHITE STRIPED TASMAN FLAX LILY	1 GAL	@ 12" OC	LOW
	ROSMARINUS 'HUNTINGTON CARPET'	HUNTINGTON CARPET ROSEMARY	1 GAL	@ 36" OC	LOW
	LANTANA MONTEVIDENSIS	TRAILING LANTANA	1 GAL	@ 30" OC	LOW
	ANNUAL COLOR		1 GAL	POTTERY	MED

LANDSCAPE NOTES

- All LANDSCAPE AREAS TO BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
- LANDSCAPING IS TO CONFORM TO ALL APPLICABLE CODES & ORDINANCES.
- PROPERTY OWNER SHALL BE RESPONSIBLE FOR ALL ON-SITE LANDSCAPING AS SHOWN.

California Water Efficient Landscape Worksheet						
Reference Evapotranspiration (ET_o)		55.6		Project Type	Non-Residential	0.45
Hydrozone # / Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (Sq. Ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[d]
Regular Landscape Areas, Tru Redlands 3-8-21							
1. Tree Med Water Use	0.5	Drip	0.81	0.62	125	77	2660
2. Tree Low Water Use	0.3	Drip	0.81	0.37	1675	620	21385
3. Shrub Med Water Use	0.5	Drip	0.81	0.62	1248	770	26556
4. Shrub Low Water Use	0.3	Drip	0.81	0.37	11869	4396	151536
	0	Drip	0.81	0.00		0	0
	0	Drip	0.81	0.00		0	0
				Totals	14917	5864	202138
Special Landscape Areas							
				1		0	0
				1		0	0
				1		0	0
				1		0	0
				Totals	0	0	0
						ETWU Total	202138
						Maximum Allowed Water Allowance (MAWA)[e]	231398

ETAF Calculations

Regular Landscape Areas	
Total ETAF x Area	5864
Total Area	14917
Average ETAF	0.39

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas	
Total ETAF x Area	5864
Total Area	14917
Average ETAF	0.39

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TRU HOTEL BY HILTON

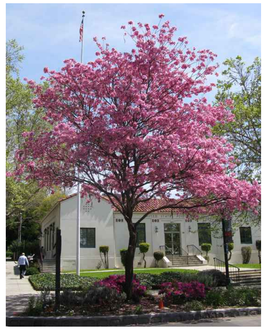
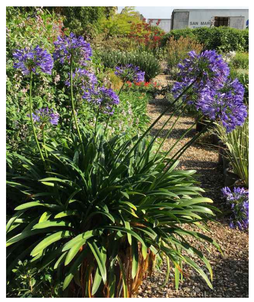
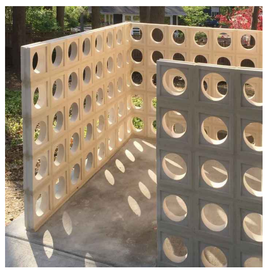
W. Colton Ave.
Redlands CA

0 20' 40' 60' 80' 1"=20'-0"

Landscape Conceptual Plan **LC1**

August 9, 2021

These documents are subject to change due to public agency comment, client-requested revisions, and in house review, and are therefore, not acceptable for bidding or construction.
The landscape architect is not responsible for contract bids or project construction made from any document bearing this note.

				
BRACHYCHITON POPULNEUS	CERCIDIUM 'DESERT MUSEUM'	OLEA 'MAJESTIC BEAUTY' MULTI TRUNK	GINKO BILOBA	TABEBUIA IMPETIGINOSA
				
AGAVE AMERICANA	ALOE ARBORESCENS	AGAPANTHUS 'PERIWINKLE DAYS'	CALLISTEMON 'LITTLE JOHN'	CAREX DIVULSA
				
DIANELLA 'VARIEGATA'	FRANGULA 'EVE CASE'	LANTANA MONTEVIDENSIS	MYOPORUM PARVIFOLIUM	MUHLENBERGIA 'REGAL MIST'
				
ROSMARINUS 'HUNTINGTON CARPET'	STRELITZIA REGINAE	WESTRINGIA 'BLUE GEM'	BREEZE BLOCK	

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TRU HOTEL BY HILTON

W. Colton Ave.
Redlands CA

0 20' 40' 60' 80'

1"=20'-0"

Plant Images **LC2**

August 9, 2021

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The landscape architect is not responsible for contract bids or project construction made from any document bearing this note.

City of Redlands
REQUEST FOR PLANNING COMMISSION ACTION

Planning Commission **Agenda Item NO. 5. A.**

Meeting Date: 04/12/2022

APPLICANT:

DIVY HOSPITALITY
(PROJECT PLANNER: JOCELYN TORRES, ASSOCIATE PLANNER)

PUBLIC HEARING to consider the following:

1. Consideration of a **Socio-Economic Cost/Benefit Study** prepared for the proposed project in accordance with Measure U.

2. **Lot Line Adjustment No. 665** – A request to merge two parcels into one single parcel for the construction of a 40,415 square foot hotel. The project site is located on the south side of West Colton Avenue at Columbia Street and at 719 N. Eureka Street (APN's: 0169-155-05-0000 and 0169-142-07-0000). The proposal is exempt from environmental review in accordance with Section 15305 (Minor Alterations in Land Use Limitations) of the California Environmental Quality Act (CEQA) Guidelines.

3. **Commission Review & Approval No. 931** – A request to construct a 40,415 square foot hotel with 90 guest rooms and approximately 40,415 square feet of floor area, four stories high (approximately 42 feet to roofline and 50'9" to the highest architectural feature point), and related on-site improvements including parking lot, landscaping, lighting, and utilities on a 1.52 acre site. The project site is located on the south side of West Colton Avenue at Columbia Street and at 719 N. Eureka Street (APN's: 0169-155-05-0000 and 0169-142-07-0000) in the C-4 (Highway Commercial) District. The project qualifies for exemption from environmental review in accordance with Section 15332 (In-Fill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines .

SYNOPSIS

1. General Plan Designation:	Commercial
2. Existing Zoning:	C-4, Highway Commercial District
3. Surrounding Zoning:	North, East, and West: C-4 District South: Interstate 10 freeway, and Downtown Specific Plan (SP 45) to the south of I-10.
4. Existing Land Use:	The property consists of two parcels totaling 1.52 acres. The parcel located on Colton Avenue (APN: 0169-142-07-0000) is vacant and unimproved. The parcel located at 719 N. Eureka Street has one existing single-family residence that will be demolished.

5. Surrounding Land Use:	North: American Tire Depot, W.I.T Windows & Doors, restaurant, thrift shop South: Interstate 10 freeway; Packinghouse shopping center south of freeway East: 3 single-family residences (nonconforming), used car dealership, commercial businesses West: 1 single-family residence (nonconforming), auto repair shops, commercial businesses	
6. Area / Topography:	The parcels are generally flat in topography	
7. Environmental Determination:	Exempt pursuant to Section 15332 (In-Fill Development Projects) and Section 15305 (Minor Alterations in Land Use Limitations) of the CEQA Guidelines.	
8. Socio-Economic/Cost Benefit Study:	A Socio-Economic Cost/Benefit Study was prepared for the project and the project has a positive cost/revenue ratio of +1.38.	
9. Planning Commission Submittal Dates:	(A) Date Submitted: (B) Date Accepted As Complete: (C) Planning Commission Meeting:	March 30, 2021 October 22, 2021 April 12, 2022

PROPOSAL

The applicant proposes to construct a new hotel (Tru Hotel by Hilton) consisting of 90 guest rooms on two parcels that will be merged into one lot totaling 1.52 acres. The project site is located on the south side of W. Colton Avenue at Columbia Street and at 719 N. Eureka Street (see Attachment A – Location Map). The development includes the necessary on-site improvements including parking, landscaping, lighting, and utility connections (see Attachment B – Site Plan). Tru Hotel by Hilton is a franchise that operates under Hilton with approximately 120 Tru Hotel locations nationwide. The proposed hotel includes a complimentary breakfast bar with indoor dining area, a small retail/market area, game area, lounge area, fitness room, and an outdoor dining patio and seating area with a fire pit, as well as other on-site amenities. Nationwide, many locations currently advertise rates ranging between approximately $99 to $170, and guests may stay nightly, weekly, or long-term.

BACKGROUND

The property currently consists of two parcels that will be merged into one for the construction of the hotel and parking lot. The parcel that is located at 719 N. Eureka Street currently has a single-family residence that is over 50 years of age and will require future review of a subsequent demolition permit by the Historic and Scenic Preservation Commission. An informational presentation was presented to the Historic and Scenic Preservation Commission on February 3, 2022. The parcel located at the south side of W. Colton Avenue at Columbia Street (APN: 0169-142-07-0000) is currently vacant and unimproved, and containing minimal shrubs and non-irrigated groundcover.

ANALYSIS

A) General Plan Policies

The subject property is located in the Commercial land use designation (see Attachment C). The 2035 General Plan describes the Commercial land use category as an area that "provides land for retail stores, hotels, motels, automobile sales and services, offices, and entertainment facilities. It also permits residential, mixed-use development." The proposed hotel is consistent with the General Plan land use designation and is consistent with the following applicable goals and policies from Chapter 4 (Livable Community), including:

3-P.4: Attract business and manufacturing by providing a wide range of urban amenities and services throughout the city.

The proposed hotel will serve as an added amenity to the community and is located within close proximity to commercial related development including shopping centers and a wide variety of eating establishments.

3-P.12: Promote Redlands as a destination where visitors can shop, dine, play, and stay, and help create opportunities for increased visitation, hotel stays, sales tax generation, and employment.

The subject property will be developed with a hotel and will provide additional hotel rooms within the City where visitors may shop, dine, play and stay while creating additional employment opportunities in the City.

4-P.7: Promote a diversity of compatible land uses throughout the city, providing opportunities for the development of a range of businesses, services, residential types, and public facilities to meet the needs of the community.

The project includes the construction of a new hotel within the C-4 (Highway Commercial) District. The proposed use is listed as a permitted use within the C-4 District and complies with the applicable development standards for the C-4 District.

4-P.9: Locate medium- and high-density development near regional access routes, transit stations, employment centers, shopping areas, and public services.

The project site is located near regional access routes including the Interstate 10 freeway directly to the south and the 210-freeway is located towards the northwestern portion of the project site. The site is also located near transit stations, employment center, shopping areas, and public services facilitating traveling amongst visitors.

4-P.10: Ensure that that scale and character of new development is appropriate for surrounding terrain and the character of existing development.

The project is located within the C-4 (Highway Commercial) District which primarily contains a range of commercial and service related uses. The site will have access from W. Colton Avenue and from N. Eureka Street and will be appropriate with the surrounding terrain and character of the existing development.

4-P.40: Encourage the revitalization of the commercial corridors on Colton Avenue at Orange Street by providing opportunities for a variety of commercial uses and providing guidelines for site design to create

a more welcoming visual environment.

The project site is located on W. Colton Avenue which is considered a Boulevard in the City's Circulation Element of the General Plan. The site will provide new opportunities and introduce a new commercial use that is suitable with the surrounding characteristics of the neighborhood.

4-A.95: Promote infill development to create a continuous corridor of mixed-use and commercial activity.

The project site is surrounded by commercial development to the north, east, and west; and promotes infill development while creating a continuous corridor of mixed-use and commercial activity.

B) Zoning

The site is located within the C-4 (Highway Commercial) District, which is intended to provide for the development of commercial enterprises adjacent to the major thoroughfares of the community (see Attachment D). The proposed project meets all applicable development standards of the C-4 District as summarized in Table 1 (see also Attachment E – Table of C-4 Zoning Standards).

Table 1: Summary of Development Standards for the C-4 District

Development Standard	*Requirement*	*Proposed*	*Complies?*
Lot Area	None	1.524 acres	Yes
Floor Area Ratio	4 sq. ft. of total floor area for each 1 sq. ft. of total lot area (or 4.0 Floor-Area Ratio)	0.61	Yes
Building Height	None	42'6.75" to roofline; 50'9" to the highest architectural feature point	Yes
Front Setback	None	W. Colton Ave: 82 ft.	Yes
Side Setback	None, except where the zone adjoins a residential zone, minimum 10 feet	East Side: 65'3.5" West Side: 73'7"	Yes
Rear Setback	None	37'1"	Yes
Lot Coverage	50% maximum	16.7%	Yes
On-Site Landscaping	No specific requirement	18% of overall site (or 11,995 square-feet)	Yes
Parking Lot Landscaping	Minimum 7% of total parking area	44% (or 5,267 square feet)	Yes
Parking	1.1 spaces per sleeping unit (or minimum of 99 spaces)	99 spaces	Yes

C) Commission Review and Approval

Although the proposed building and use is permitted within the zone, new construction over 500 square-feet is subject to review by the Planning Commission per Redlands Municipal Code (RMC) Chapter 18.12 and requires Commission Review and Approval.

Elevation and Design: The proposed exterior treatment, architecture, and colors are the authorized design for the Tru Hotel by Hilton brand. The proposal includes the standard colors for the brand including Sherwin Williams Black Magic, White Haze, Tattletale (Gray Color), and accent colors in blue and cream. The finish materials for the hotel will include fiber cement panels with a smooth finish painted with blue and cream colors, porcelain tile, Franklin Stone veneer units in monument white, and Belden brick in Sherwood Gray Velvet.

The proposed design provides articulation and variation through the incorporation of exterior wall offsets, varied roofline, architectural metal eyebrows at the windows located on the south side (facing the Interstate 10), and aluminum windows with thermal broken frame and insulated glazing. The entrance to the hotel is located towards the northwestern portion of the building and additional design elements are provided including a portico and Franklin Stone veneer units at the base of the building.

Parking and Circulation: The proposed project complies with the on-site parking requirements, as well as the landscaping requirements within the parking lot. Parking for this use is based on 1.1 spaces per sleeping unit. A total of 90 guest rooms require 99 parking spaces, and 99 parking spaces are provided (including 18 compact spaces, 2 parallel parking spaces, and 79 standard size spaces). Access to the project site will be provided via a two driveways along West Colton Avenue and one secondary access driveway along North Eureka Street. On-site circulation is provided and vehicles are able to adequately circulate throughout the site via the 26-foot wide drive aisles. Condition No. 23 requires appropriate screening of the front parking lot along Colton Avenue through hedge-type landscape, a low decorative wall, berm, or a combination of methods to provide a minimum 3'0" high screening.

Landscaping: Perimeter landscaping is being proposed throughout the project site (see Attachment F). The landscaping plan indicates that 16% (or 5,267 square-feet) will be provided within the parking lot, which exceeds the minimum 7% landscaping requirement for the parking lot. The landscaping plan also indicates that 18% (or 11,995 square-feet) of landscaping has been provided throughout the site, and approximately 62% of the trees provided are evergreen trees. The proposed landscaping will be drought-tolerant and will be required to adhere to the City's Water Efficient Landscaping Ordinance and code requirements. The proposed landscaping will consist of a combination of trees, shrub areas, and accent plants. The landscape plan consists of a total of 72 trees and a wide variety of 5-gallon shrub mixes that will be planted throughout the site. The proposed trees include the Bottle tree (36-inch box and 15-gallon), Palo Verde Desert Museum (24-inch box and 15-gallon), Majestic Beauty Fruitless Olive (36-inch box and 24-inch box), Maiden Hair Tree (24-inch box), and the Pink Trumpet Tree (24-inch box).

Projects Adjacent to Freeways: RMC Section 18.168.220 requires a minimum 25-foot landscape setback for projects that are adjacent to the freeway. The subject property is located approximately 57 feet from the Interstate 10 freeway pavement, and an existing slope contains several Palm trees. In addition, the proposed hotel has an approximately 37 foot setback from the rear property line, and that area includes outdoor amenities including landscaping, covered patio, trellis, outdoor seating, and paved walkway between the rear property line and the proposed building.

Fences & Walls: Decorative walls 6 feet high with CMU block are proposed for the side property lines (beginning 10 feet back from the public sidewalk), adjacent to the neighboring single-family residences. Within the first 10 feet of the public sidewalk, the walls would be 3 feet high maximum. On the rear (south) property line along the freeway, the proposed CMU block wall will range from 6 feet to 9 feet high

(due to the grade differences adjacent to the freeway right-of-way).

Lighting & Gate: Perimeter site lighting will be provided throughout the site for pedestrian and vehicle safety (see Attachment G). The proposed lighting will be directed and shielded to reflect away from adjoining properties and streets. A gate will be placed at the Eureka Street driveway at the rear of the site for access control and security at night (see Attachment G).

Passenger Loading Area: Space is available at the front entrance for two vehicles and passenger and luggage loading/unloading. Given the site constraints and configuration of the property, the applicant has indicated that a more prominent porto-cochere or carport across the drive aisle is not possible. However, a small portico is provided for the passenger drop-off area located at the front entrance. Small commercial vehicles can also use the loading zone for deliveries.

Noise Study: A Noise Impact Study was prepared for the proposed project to evaluate the potential noise impacts for the proposed project (see Attachment H). The proposal will be consistent with the General Plan's noise compatibility criteria. Traffic noise along the I-10 freeway is the main source of ambient (existing) noise impacting the project site. According to the Noise Study, the ambient noise level will not significantly affect the usefulness of the outdoor patio and fire pit areas through the incorporation of walls ranging from 6 feet to 9'6" in height. Condition No. 27 requires verification of adequate noise reduction for the outdoor patio area (adjacent to the freeway) upon completion of construction and prior to issuance of a Certificate of Occupancy.

The project has been designed and conditioned to meet the City's noise ordinance. The proposed project will include the following design features to reduce interior noise by: incorporating Sound Transmission Class (STC) 36 or higher rated windows for the West, South, and East facades; incorporating STC 30 or higher for the North façade; and the mechanical systems shall ensure that interior noise levels of 45 dBA are achieved. Overall, the proposed project complies with the General Plan Noise Regulations and the proposed hotel will not produce noise levels that exceed the ambient conditions.

D) Architectural Review Criteria

The Planning Commission reviews the project to determine whether the proposed development is in conformity with RMC Section 18.12.170, Architectural Review Criteria (see Attachment I – Table of Architectural Guidelines), and if approval of the site plan is in the best interest of the public health, safety, and general welfare. It is intended that design submittals be compatible with the character of adjacent and surrounding developments, and that they be of comparable composition, materials, textures and colors. Conformance is evaluated based on the following seven criteria.

1. Site layout, orientation, location of structures and relationship to one another, as well as open spaces and topography.

The proposed site layout, building orientation, location of structures and relationship to one another are physically suitable in size and shape to support the development. The site will have access from W. Colton Avenue and N. Eureka Street, and the proposed projects meets all applicable development standards including on-site parking, loading, landscape, lighting, and related site improvements.

2. Harmonious relationship of building with existing and proposed adjoining developments.

The project site is surrounded by retail and commercial development to the north, east, and west. There are three nonconforming single-family residences on the west side, and one on the east side of the project site. The parcel located on Colton Avenue at Columbia street is currently vacant, and the parcel located at 719 N. Eureka Street currently has a single-family residence that will be demolished. The project site is located within the Highway Commercial (C-4) District and the proposed use is compatible with the existing zoning designation as well as the surrounding retail, commercial, and service-related uses.

3. Maximum height, area, setbacks and overall mass of building, as well as other structures such as walls, screens, towers or signs, and effective concealment of all mechanical equipment.

The proposed project meets all applicable development standards of the Highway Commercial (C-4) District including floor-area ratio, setbacks, building height, and lot coverage. The proposed building will have a height of approximately 42 feet to the roofline and approximately 50 feet to the highest architectural feature point of the building. The overall mass of the building is a result of the floor plan, is a typical design for a hotel use, and is articulated with vertical and horizontal wall plane changes. All roof-mounted mechanical equipment will be screened from view from the public right-of-way (including adjacent Interstate-10 freeway) through the incorporation of parapet walls.

4. Harmony of construction materials and colors in relation to all exterior elevations.

The proposed architectural design of the building includes the standards features and colors for the Tru Hotel by Hilton brand. The proposed design includes a white, black, gray and a combination of accent colors, as well as popouts and vertical and horizontal articulation of the wall planes. The proposed hotel provides additional architectural detailing and elements on the areas that are visible from the public right-of-way including the frontage along W. Colton Avenue and the Interstate 10 freeway.

5. Location and type of planting, with due regard for the preservation of specimen trees upon a site.

Landscaping throughout the project site will be provided. The proposed landscaping will consist of a total of 72 trees and a wide variety of 5-gallon shrub mixes that will be planted throughout the site. The proposed trees include the Bottle tree, Palo Verde Desert Museum, Majestic Beauty Fruitless Olive, Maiden Hair Tree, and the Pink Trumpet Tree. The proposed project exceeds the minimum 7% landscaping requirement for the parking lot and provides 16% (or 5,267 square feet) of landscaping adjacent to the parking areas. In addition, approximately 18% of the overall site is landscaped. Overall, the landscape plan complies with the Redlands Municipal Code landscaping requirements.

6. Design and appropriateness of signs in relation to the architectural style of the building.

The signage that is shown on the building is for illustration purposes only. No signs are proposed as part of this application. The sign code regulations for the C-4 (Highway Commercial) District apply for the subject property. Any future wall signs would be reviewed administratively and would require a sign permit. In addition, any future monument signs would be processed with a Commission Sign Review and would require separate approval by the Planning Commission.

7. Glazing or image reflective surfaces (specular reflectance) shall be limited to a maximum reflectance value of twenty five percent (25%). "Specular reflectance" means any mirror like reflection, as contrasted to diffused reflection from such surfaces as concrete or vegetation.

The project proposes aluminum windows with a thermal broken frame and insulated glazing with a reflectance of 13%. A condition of approval has been added to the project that glazing or image reflective surfaces (specular reflectance) shall be limited to a maximum reflectance of 25% to be verified prior to permit issuance.

E) Lot Line Adjustment

A Lot Line Adjustment is required since the project site currently consists of two separate parcels. RMC Section 17.05.030 requires Lot Lines Adjustments that are being processed concurrently with other land use applications to be acted upon by the same approving body. The project includes merging two lots

into one totaling 1.524 acres (see Attachment J – Lot Line Adjustment Exhibits). The merging of the lots will be consistent with the RMC and the new lot meets the applicable requirements for the C-4, Highway Commercial District.

F) Socio-Economic Cost/Benefit Study

Measure U requires a socioeconomic cost/benefit study for project involving structures larger than 5,000 square-feet. A Socio-Economic Cost/Benefit Study has been prepared for this project (see Attachment K). According to the cost/benefit model used by the City, the proposed project will result in an annual revenue totaling $35,271 and annual costs totaling $25,512; therefore, annual revenue generated by the project is anticipated to be approximately $9,705 and results in a positive cost/benefit ratio of +1.38. The proposed project will not create a physical blight or overburden public services in the community, and no additional information or evaluation is needed.

ENVIRONMENTAL REVIEW

The proposed project is exempt from environmental review in accordance with Section 15332 (Infill Development Projects) and Section 15305 (Minor Alteration is Land Use Limitations) of the California Environmental Quality Act. Section 15332 pertains to infill development sites of less than five acres, and the proposal meets all criteria for this exemption. Section 15303 pertains to minor Lot Line Adjustments, and the proposal meets all criteria for this exemption.

The proposed project is consistent with the applicable general plan designation, the applicable general plan policies, and with the applicable development standards. The General Plan land use designation is Commercial, the property is within the C-4 Highway Commercial zoning district, and the surrounding properties to the north, east, and west have a similar zoning designation. The proposed project is within city limits on a project site that is not more than five acres that is completely surrounded by urban uses. The project site has no value as habitat for endangered, rate, or threatened species, and the approval will not result in any significant effects relating to traffic, noise, air quality, or water quality, and the site is adequately serviced by all required utilities and public services. Therefore, the project qualifies for exemption from environmental review pursuant to Section 15332 (In-Fill Development Projects).

FINDINGS

1. The site for the intended use is adequate in size and shape to accommodate the use, and all of the required yards, setbacks, walls or fences, landscaping and other features will adjust the use to those existing or permitted future uses of land in the neighborhood.

The proposed project includes the construction of a 90-room hotel on two parcels that will be merged into one. The site is adequate in size and shape to accommodate the proposed use including required yards, setbacks, landscape, and related site improvements. The project site will be accessed via two driveways along West Colton Avenue and one secondary access driveway along North Eureka Street. On-site circulation is provided and vehicles will be able to adequately circulate throughout the site, including emergency access. The proposed project complies with the development standards for the C-4 District and is compatible with the surrounding retail and commercial uses that are located within the vicinity of the project site.

2. The site for the proposed use relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.

The site has direct access to West Colton Avenue (a Boulevard) and to North Eureka Street (a Minor Arterial) and both streets are designed and improved for local traffic including the type and quantity of traffic to be generated by the proposed use. The proposed site plan provides access driveways to both streets.

3. The conditions set forth in the approval and those shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare.

The conditions of approval for the project will protect the public health, safety, and general welfare. The project has been conditioned to comply with the provisions of the Redlands Municipal Code, including a condition pertaining to reduction of traffic noise exposure through construction methods and design.

RECOMMENDATIONS

Staff recommends that the Planning Commission adopt Resolution No. 1573 (Attachment L-1) and approve the Socio-Economic Cost/Benefit Study, Commission Review & Approval No. 931, and Lot Line Adjustment No. 665 subject to the attached Conditions of Approval.

MOTIONS

If the Planning Commission concurs with Staff's recommendation, the following motion is provided:

“I move that the Planning Commission adopt Resolution No. 1573 and approve Commission Review & Approval No. 931 and Lot Line Adjustment No. 665, based on the findings contained in the staff report, and subject to the attached Conditions of Approval.”

Attachments

Attachment A: Location Map & Aerial Photo
Attachment B-1: Site Plan
Attachment B-2: Floor Plan
Attachment B-3: Elevations & Color Renderings
Attachment B-4: Material Sample Board
Attachment C: General Plan Land Use Map
Attachment D: Zoning Map
Attachment E: Table of C-4 Zoning Standards
Attachment F: Landscape Plans
Attachment G: Exterior Site Lighting & Gate Example
Attachment H: Noise Impact Study
Attachment I: Table of Architectural Guidelines
Attachment J: Lot Line Adjustment
Attachment K: Socio-Economic Cost Benefit Study
Attachment L-1: Resolution No. 1573
Attachment L-2: MUED Conditions of Approval

RESOLUTION NO. 1573

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDLANDS APPROVING COMMISSION REVIEW & APPROVAL NO. 931, LOT LINE ADJUSTMENT NO. 665, AND ADOPTING THE ASSOCIATED SOCIO-ECONOMIC COST/BENEFIT STUDY FOR THE CONSTRUCTION OF A FOUR-STORY HOTEL WITH 90 GUEST ROOMS, TOTALING APPROXIMATLEY 40,415 SQUARE FEET OF FLOOR AREA, ON A 1.52 ACRE SITE. THE PROJECT SITE IS LOCATED ON THE SOUTH SIDE OF WEST COLTON AVENUE AT COLUMBIA STREET AND AT 719 N. EUREKA STREET, IN THE HIGHWAY COMMERCIAL (C-4) DISTRICT.

WHEREAS, the property owner DIVY Hospitality, has submitted an application for Commission Review and Approval No. 931 and Lot Line Adjustment No. 665 to construct and operate a new hotel with 90 guest rooms, totaling approximately 40,415 square-feet of floor area, on two parcels that will be merged into one single parcel totaling 1.52 acres, located on the south side of W. Colton Avenue at Columbia Street and at 719 N. Eureka Street (APNs: 0169-155-05-0000 and 0169-142-07-0000); and

WHEREAS, on April 1, 2022, notice of the Planning Commission's public hearing for consideration of approval for a Socio-Economic Cost/Benefit Study, Commission Review and Approval No. 931, and Lot Line Adjustment No. 665 was published in the Redlands Daily Facts; and

WHEREAS, on April 12, 2022, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony and the written evidence submitted by and on behalf of the applicant and by members of the public; and

WHEREAS, California Environmental Quality Act (CEQA) Guidelines Section 15332 (In-Fill Development Projects) provides for exemptions for infill development projects on sites less than five acres in size and meeting the applicable criteria, and Section 15305 (Minor Alternations in Land Use Limitations) applies to minor lot line adjustments not resulting in the creation of a new parcel and meeting the applicable criteria; and

WHEREAS, following the hearing for Commission Review & Approval No. 931 and related Socio-Economic Cost/Benefit Study, the Planning Commission determined that approval of the requested Commission Review & Approval and Lot Line Adjustment is in the best interests of the public health, safety, and general welfare.

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

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The proposed project is exempt from environmental review in accordance with Sections 15332 (In-Fill Development Projects) and Section 15305 (Minor Alternations in Land Use Limitations) of the California Environmental Quality Act.

SECTION 2. SOCIO-ECONOMIC COST/BENEFIT STUDY. The Socio-Economic Cost/Benefit Study prepared by City staff found that the proposed project would not create any significant unmitigable physical blight or overburden public services in the community and is hereby recommended for adoption.

SECTION 3. FINDINGS FOR APPROVAL OF COMMISSION REVIEW & APPROVAL NO. 931. The Planning Commission hereby approves Commission Review & Approval No. 931 and Lot Line Adjustment No. 665 based upon the following findings, and subject to the Conditions of Approval attached hereto as Exhibit "A," Exhibit "B," Exhibit "C," and Exhibit "D":

1. *The site for the intended use is adequate in size and shape to accommodate the use, and all of the required yards, setbacks, walls or fences, landscaping and other features will adjust the use to those existing or permitted future uses of land in the neighborhood.*

   The proposed project includes the construction of a 90-room hotel on two parcels that will be merged into one. The site is adequate in size and shape to accommodate the proposed use including required yards, setbacks, landscape, and related site improvements. The project site will be accessed via a two driveways along West Colton Avenue and one secondary access driveway along North Eureka Street. On-site circulation is provided and vehicles are able to adequately circulate throughout the site, including emergency access. The proposed project complies with the development standards for the C-4 District and is compatible with the surrounding commercial uses that are located within the vicinity of the project site.

2. *The site for the proposed use relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.*

   The site has direct access to West Colton Avenue (a Boulevard) and to North Eureka Street (a Minor Arterial) and both streets are designed and improved for local traffic including the type and quantity of traffic to be generated by the proposed use. The proposed site plan provides access driveways to both streets.

3. *The conditions set forth in the approval and those shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare.*

   The conditions of approval for the project will protect the public health, safety, and general welfare. The project has been conditioned to comply with the provisions of the Redlands Municipal Code, including a condition pertaining to reduction of traffic noise exposure through construction methods and design.

ADOPTED, SIGNED AND APPROVED this 12th day of April, 2022

Steven Frasher,
Chair, Planning Commission

ATTEST:

Linda McCasland,
Secretary to the Planning Commission

I, Linda McCasland, Secretary to the Planning Commission of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the Planning Commission at a regular meeting thereof held on the 12th day of April, 2022, by the following vote:

AYES: 7
NOES: 0
ABSENT: 0
ABSTAIN: 0

Linda McCasland
Secretary to the Planning Commission

EXHIBIT A
CONDITIONS OF APPROVAL
COMMISSION REVIEW & APPROVAL NO. 931

1. This approval is for Commission Review & Approval No. 931 to construct a hotel with 90 guest rooms and approximately 40,415 square feet of floor area, four stores high (approximately 42 feet to roofline and 50'9" to the highest architectural feature point), and related on-site improvements including parking lot, landscaping, lighting, and utilities on a 1.52 acre site. The project site is located on the south side of West Colton Avenue at Columbia Street and at 719 N. Eureka Street (APN's: 0169-155-05-0000 and 0169-142-07-0000) in the C-4 (Highway Commercial) District.

2. Prior to the issuance of a grading or building permit, the applicant shall obtain approval by the Historic and Scenic Preservation Commission for the proposed demolition of structures over 50 years of age (existing single-family residence located at 719 N. Eureka Street).

3. Unless construction has commenced pursuant to the issuance of a building permit, or a time extension is granted in accordance with Code, this approval shall expire two (2) years from the date of Planning Commission approval.

4. Pursuant to Government Code Section 66020(d), certain fees, dedications, reservations or exactions imposed by the City as a condition of approval of this project are subject to a statutory ninety (90) day protest period. Please be advised that the ninety (90) day protest period for those fees, dedications, reservations and exactions which are subject to Government Code Section 66020(a) has commenced to run on the date this project was approved by the City.

5. The property owner and applicant and their successors and assigns, shall defend, by paying for the defense costs of the City of Redlands (for counsel retained by the City), indemnify and hold harmless the City of Redlands, and its elected officials, officers, employees, and agents, from and against any and all claims, actions, and proceedings (collectively "Claims") to attack, set aside, void or annul the approval of this Conditional Use Permit by the City, or Claims brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of costs or attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days following notice of such action from the City, the applicant shall file with the City a performance bond or irrevocable letter of credit, or other form of security satisfactory to the City (the "Security") in a form satisfactory to the City, and in the amount of $300,000, to ensure applicant's performance of its defense and indemnity obligations under this condition. The Security amount shall not limit the total indemnity obligation of the applicant pursuant to this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant

that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

6. The issuance of any permits shall comply with all applicable provisions of the Redlands Municipal Code.

7. The issuance of any permits shall comply with all applicable provisions of the Redlands California Fire Code and the California Building Code in effect at the time of permit issuance.

8. All plans submitted to the City shall reflect the Planning Commission approval and any other changes required by the Commission and/or staff. This condition applies to the site plan, landscape plans, building elevations and materials, and all other illustrations, text, or plans submitted to the City in connection with this project.

9. The applicant shall not make any modifications or changes during construction that are in conflict or contrary to the project's approved site design, grading plan, landscaping plan, or building elevations without first consulting with the Development Services Director or designee.

10. A copy of the approved Conditions of Approval shall be included on the cover page(s) of the construction plans submitted to the Building Division.

11. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied.

12. All fences and walls shall comply with the applicable Redlands Municipal Code requirements. The applicant shall obtain a Minor Exception Permit prior to the issuance of the grading permit for any walls or fences exceeding six feet (6'0") in height.

13. Walls around the perimeter of the project site shall be decorative such as CMU split-face block with cap rock, CMU block with stucco or plaster, or slump stone. Developer shall include wall specifications on all plans submitted for Plan Check.

14. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type to be used in construction.

15. All on-site utilities shall be placed underground except power poles for lines over 66 KV. Plans shall be submitted that detail the undergrounding of all on-site utilities, subject to review and approval by the Development Services Director, prior to issuance of building permits.

16. Transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with

landscaping. Multiple electrical meters and panels shall be fully enclosed and incorporated into the overall architectural design of the building(s). Backflow preventers shall be enclosed with landscaping that will provide complete screening upon maturity. The location and method of enclosure or screening of this equipment shall be shown on the construction plans and landscape plans prior to building permit issuance. Location of said equipment shall be coordinated with appropriate utility company (e.g., Southern California Gas Company or Southern California Edison Company). The applicant shall submit plans showing details of screening subject to review and approval by the Development Services Director, prior to issuance of building permits.

17. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible.

18. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting and/or photometric plan. The illumination within the parking lot shall be a minimum of 0.5-foot candle and illumination along all property lines of the project site shall not exceed 0.5-foot candle. Walkway lighting shall have a maximum height of 12 feet and all parking lot lighting shall have a maximum height of 30 feet.

19. Plans submitted for plan check shall include an exterior lighting plan, including fixture and pole designs, for review and approval by the Development Services Director or designee. All lighting shall be shielded, and no light or glare shall impact the surrounding properties per the foot candle standards provided in No. 15 above.

20. Prior to issuance of building permits, Developer shall demonstrate that light standards will not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.

21. All landscaped areas noted on the site plan shall be permanently maintained with healthy planting material, and whenever necessary shall be replanted with suitable vegetation.

22. Landscape and Irrigation Plans shall provide water use calculations on the submitted plans, and Developer shall demonstrate compliance with the Model Water Efficient Landscape Ordinance (Redlands Code Chapter 15.54, Water Efficient Landscape Requirements) prior to permit issuance. The plans shall be prepared by a California-licensed landscape architect.

23. Screening of the front parking lot along Colton Avenue shall be provided to a minimum height of standard vehicle headlights (e.g., 3'0"). Prior to engineering or landscape permit issuance, Developer shall show on plans installation of appropriate screening (may be a decorative wall with landscaping, hedge-type landscape, or berm, or combination thereof). Landscape hedge screening shall be a minimum height of 3 feet, upon maturity.

24. The Final Landscape Plans shall incorporate the following:

a. The landscape plan shall comply with all requirements for landscaping in parking lots pursuant Chapter 18.168 of the Redlands Municipal Code.

b. The landscape plan shall be detailed and show the specific distribution, size, and amount of each species of trees, shrubs, and groundcover.

c. All plant material shall be sized so that the landscaping has an attractive appearance at the time of installation and a mature appearance within approximately three (3) years, depending on tree species.

d. Trees with a trunk height of not less than six feet (6') shall be installed in the planters at each end of an automobile parking aisle, at three (3) space intervals throughout the automobile parking area, and at twenty-foot (20') intervals along the periphery of the automobile parking area. Within automobile parking areas, trees may be clustered in groups to achieve a more natural setting provided the total number of trees meets the previous planting requirements.

e. At least fifty percent (50%) of the trees shall be an evergreen variety and shall be evenly distributed throughout the parking lot(s) landscaped areas.

f. At least fifty percent (50%) of the trees shall be fifteen (15) gallon in size, twenty five percent (25%) shall be twenty-four-inch (24") box size, and twenty five percent (25%) shall be thirty-six-inch (36") box in size. All trees shall meet the following minimum caliper sizes. If the caliper size cannot be met at the container size, then the developer shall increase the container size to meet the required caliper.

15-gallon:	3/4" to 1"
24-inch box:	1-1/4" to 1-3/4"
36-inch box:	2-1/2" to 2-3/4"

g. All trees identified on the landscape plan are to be maintained and the trimming or maintenance of them shall serve the purpose to bring them into a full canopy type configuration. If applicant/developer fails to maintain and trim said trees to allow for full canopy type configuration, applicant/developer shall be in violation of its conditions of approval and subject to enforcement as allowed by law.

h. All landscape planters that are ten feet (10') or less in width shall utilize measures such as root barriers or other deep watering system to minimize heaving of parking area pavement and curbs by tree roots.

i. An automatic irrigation system shall be utilized to irrigate the site's approved landscape design.

j. Where automobile bumpers overhang landscaped planters, two feet (2') of clear areas

unobstructed by trees or shrubs shall be provided for overhang.

25. The landscape architect responsible for the design of the project's landscape plan shall review and certify, prior to a request by the applicant for a final occupancy inspection, that the installed landscaping meets the specifications of the approved landscape plan, except as modified in the conditions of approval.

26. Prior to the issuance of any building permits, the Developer shall incorporate the following design features on the construction plans that are submitted for plan check in accordance with the Noise Impact Study (prepared by MD Acoustics dated February 8, 2022):

    a. Project shall incorporate STC 36 or higher rated windows for the West, South, and East facades.
    b. The Project shall incorporate STC 30 or higher for the North façade.
    c. The Project mechanical systems shall ensure interior noise levels of 45 dBA are achieved.

27. Exterior noise levels for habitable areas (i.e., rear yard area with outdoor seating area, fire pit, patio, and other customer amenities) shall be designed and constructed to maintain an exterior noise level no higher than 65 decibels, for compliance with the General Plan and the Noise Ordinance (RMC Chapter 8.06). The noise consultant shall provide a written memorandum verifying that the proposed design and method of construction will reduce outdoor noise levels to no more than 65 decibels, and shall be provided prior to issuance of any building permits for the project. During and/or following completion of construction (and prior to issuance of any permanent Certificate of Occupancy), the noise consultant shall conduct on-site testing and provide written verification that the new structure provides sufficient noise reduction that demonstrates noise levels for the patio area will not exceed 65 decibels. Additional structure(s) or construction for noise mitigation may be required to ensure ambient noise levels will not exceed 65 decibels within the habitable outdoor areas (e.g., glass or plexiglass wall, or a roof structure for enclosure, or equivalent construction methods that will effectively reduce noise levels).

28. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Sign locations and illumination are subject to review and approval by the Planning Division under separate permit.

29. Glazing or image reflective surfaces (specular reflectance), such as the glazing on windows, shall be limited to a maximum reflectance value of twenty five percent (25%). "Specular reflectance" means any mirror like reflection, as contrasted to diffused reflection from such surfaces as concrete or vegetation.

30. Prior to the issuance of building permits, the applicant shall submit plans detailing that roof screening is of adequate height to screen any roof-top equipment from public view on all sides, subject to review and approval by the Development Services Director. Screening of air conditioning units and other equipment on the buildings shall be incorporated into or compatible with the architectural design of the buildings. All equipment shall be screened

from public view of adjacent roadways and freeways.

31. Prior to the issuance of building permits, ground mounted equipment shall be screened from public view on all sides subject to review and approval by the Development Services Director.

32. The project site shall be kept in a weed and dust free condition throughout all periods of development.

33. No cut or fill slopes of any type shall be steeper than 2:1, with smooth vertical transitions.

34. In the event of an accidental discovery or recognition of any human remains or funerary objects, Public Resource Code Section 5097.98 must be followed. In this instance, once project-related earthmoving begins and if there is accidental discovery or recognition of any human remains, the following steps shall be taken:

    a. There shall be no further excavation or disturbance of the site or any nearby area (within a 100-foot buffer of the find), as reasonably suspected to overlie adjacent human remains, until the City of Redlands Police Department and San Bernardino County Coroner are contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the NAHC within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native American. The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resource Code Section 11 5097.98, or

    b. Where the following conditions occur, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendent or on the project area in a location not subject to further subsurface disturbance:

        - The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission;
        - The descendent identified fails to make a recommendation; or
        - The landowner or his authorized representative rejects the recommendation of the descendent, and the mediation by the NAHC fails to provide measures acceptable to the landowner.

35. Prior to issuance of a building permit, the applicant shall be required to obtain approval of a construction site safety plan by the Redlands Police Department providing adequate security measures such as lights, video cameras, vehicle transponders, locks, alarms, trained security personnel, fencing etc. The nature of the measures will depend on the specific requirements of

the site and may vary with the different stages of construction. The applicant shall be responsible for the compliance of all sub-contractors working on the site.

Other Departments

36. Conditions of Approval from the following City Departments/Divisions are applicable to the project, and are hereby incorporated by reference:

    c. Municipal Utilities & Engineering Department (Exhibit B)
    d. Fire Department (Exhibit C)
    e. Lot Line Adjustment (Exhibit D)

Brian Desatnik
Development Services Director

EXHIBIT B
Municipal Utilities & Engineering Department
Conditions of Approval

[Attached]

REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
DEVELOPMENT REQUIREMENTS
COMMISSION REVIEW AND APPROVAL NO. 931

Date of P.C. Meeting:	**April 12, 2022**
Applicant:	**Gwen Jarick Architecture, LLC**
Location:	**South Side of West Colton Avenue and West of Eureka Street**
Project Description:	**Construct a Four Story Hotel with Ninety Rooms**

The applicant shall comply with the following engineering requirements to allow for the orderly development of the surrounding area and for public health and safety.

All requirements for development shall be consistent with requirements set forth in the General Plan; applicable sections of Redlands Municipal Code; latest edition of "Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements"; latest edition of American Public Works Association "Standard Plans for Public Works" and "Standard Specifications for Public Works Construction – Greenbook"; latest edition of "Redlands Water Systems Standard Specifications"; latest edition of "Redlands Sanitary Sewer Systems Standard Specifications"; and current Redlands policies and guidelines relative to development projects.

A. The following items are required prior to issuance of the GRADING PERMIT.

1. Pay plan check fee as established per resolution. The amount will be determined at plan check submittal.

2. Plans required to be submitted include:
   a. Precise Grading Plan. Grading plans shall be coordinated with the existing and proposed off-site improvements. (RMC 15.04)
   b. SWPPP/Erosion Control Plan. Erosion/Sediment Control Plan shall be submitted for review and approval. A copy of the project's Storm Water Pollution Prevention Plan (SWPPP) shall be submitted for review. SWPPP Best Management Practices (BMPs) to prevent and control discharges to the municipal separate storm sewer (drain) system shall be in effect for the entire duration of project construction to its completion and acceptance by the City. (RMC 13.54)
   c. Water Quality Management Plan. Submit final Water Quality Management Plan (WQMP) for review and approval. WQMP shall consist of post construction Best Management Practices (BMPs) prepared in accordance with the requirements and guidelines of the San Bernardino County Stormwater Program. The requirements of the WQMP shall remain in effect throughout the life of the project. (California State Order No. R8-2010-0036)

   All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Six (6) copies of each are required. After final review, grading and SWPPP plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

3. Submission of plan sets shall be complete and include all required engineering designs and drawings listed in No. 2 above. All plans submitted shall be substantially complete, and no plan check queue place-holder plans will be accepted. An incomplete plan submittal will not be accepted for plan check.

4. All support documentation shall be submitted with the plans to be checked. Submission shall include:
   a. Hydrology Report and Hydrologic Calculations; (RMC 18.12.080)
   b. Geotechnical Report; (RMC 15.04)
   c. Easement Documents. (RMC 18.12.080)

5. A final WQMP that is in substantial conformance with the preliminary WQMP and in full conformance with the WQMP Guidance Document shall be submitted and approved prior to the approval of precise grading plans.

6. Cash cleanup deposit shall be submitted ($1,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (RMC 12.16.290)

7. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

   NOTE: Cash cleanup deposit and truck route permit submitted during the grading process could be transferred to be used during building construction or off-site improvement construction if it is within the time limit specified in the truck route permit, otherwise a new truck route permit must be issued.

8. For all development requiring coverage under the state of California General Storm Water Permit, in effect at the time of permit issuance, and whom have filed with the State Board a Notice of Intent (NOI), a copy of the Waste Discharge Identification Number (WDID) and NOI shall be submitted for review and file. Call (866) 563-3107.(RMC 13.54)

9. The Final WQMP shall also include a site trash plan detailing the installation, operation, and maintenance of a Full Capture System (FCS) for loose trash. The intent of the FCS is to capture loose trash preventing the trash from entering the site storm drains and basins. BMPs or devices used as FCS devices shall require acceptance by the City Engineer. Full Capture Systems are defined as treatment controls (either a single device or a series of devices) capable of trapping all particles 5 mm or greater. In addition, the FCS shall trap trash from the greater of:

   a. A flow not less than the peak flow rate, Q, resulting from a one-year, one-hour, storm. Precipitation intensity shall be determined using the NOAA ATLAS 14 Point Precipitation Frequency Estimates web site; or

b. A flow rate equal to the on-site storm water conveyance system including pipes, channels, and swales.

B. The following items are required prior to RECORDATION OF TRACT/PARCEL MAP.

No map is required for this application.

C. The following items are required prior to issuance of the BUILDING PERMIT

1. Pay plan check fee as established per resolution. The amount is to be determined at plan check submittal.

2. Plans required to be submitted shall include:
   a. Street Improvement;
   b. Pavement Striping Plans (including reflectorized pavement markers);
   c. Street Tree Installation – Street trees shall be provided as per the approved Street Tree List; and
   d. Street Light Installation – Provide street lighting plan which show approved locations of service pedestal(s), conduits, street lights, appurtenances, and any necessary detail by Southern California Edison Company.

   All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Three (3) copies of each are required. After final review, plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

3. Submission of plan sets shall be complete and include all required engineering designs and drawings listed in No. 2 above. All plans submitted shall be substantially complete, and no plan check queue place-holder plans will be accepted. An incomplete plan submittal will not be accepted for plan check.

4. Finalize and obtain all necessary onsite and offsite permissions, permits, easements, right-of-way, and properties in order to satisfy the conditions of approval for this project. Such items shall include:
   a. Encroachment Permits from Caltrans.

5. All off-site improvements shall be designed by owner's Civil Engineer in accordance with City Standard Specifications and Detail Drawings and Standard Specifications for Public Works Construction (Green Book) latest revision thereof. All existing utilities shall be pot-holed to determine the actual depth if no signed plan is available. Field notes will be submitted at time of submitting the plan for review and plan checking.

6. The approximate locations of existing underground utilities shall be shown on the improvement/site/grading plans. The utilities shall be plotted from record and

field data. The City of Redlands and the Engineer assume no liability as to the exact location of said lines where locations are not shown.

7. Submission of approved onsite potable and irrigations plans (pdf format) is required prior to connection to recycled water system. All onsite improvements shall be done in accordance with the Water Resources Control Board, Division of Drinking Water requirements for recycled water. City shall submit plans to Division of Drinking Water for approval prior to final approval and installation of irrigation meters.

8. Provide pad certification and compaction report to the Building and Safety Department.

9. Pay the required development impact fees per ordinance in effect at time of issuing the building permit. The exact amount will be determined based upon the review of the final building plan or project information. Development Impact Fees shall include:
   - Transportation Facilities; (RMC 3.54)
   - Fire Facilities; (RMC 3.60)
   - General Government Facilities; (RMC 3.60)
   - Library Facilities; (RMC 3.60)
   - Open Space/Park; (RMC 3.32)
   - Police Facilities; (RMC 3.60)
   - Storm Drain Facilities; (RMC 3.56)
   - Water Capital Improvement Charge; (RMC 3.48)
   - Recycled Water Capital Improvement Charge; (RMC 3.53)
   - Water Source Acquisition Charge; (RMC 13.40)
   - Sewer Capital Improvement Charge; (RMC 3.44)
   - Solid Waste Capital Improvement Charge; (RMC 3.70) and
   - Water/Sewer/Recycled Water Frontage Charges. (RMC 13.44 and 13.12.)

10. Final City approved mylars for all public improvements shall be on file with the Municipal Utilities and Engineering Department.

11. Although this project will have an on-going inspection throughout construction, a final inspection for all off-site improvements must be scheduled by developer to certify that these improvements comply with City specifications. (RMC 12.16.090)

12. Requirements for Colton Avenue (RMC 18.12.080):

    a. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary. This shall include, but is not limited to, the construction/replacement of missing/cracked/damaged sidewalk. The new sidewalk shall be constructed using existing score pattern.

b. Construct standard curb and gutter 32 feet south side of street centerline;
c. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
d. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
e. Construct standard pavement transition based on design speed of the street from easterly property line to the east as accepted by the City Engineer;
f. Construct underwalk drain, if necessary;
g. Use traffic index of 9.0; and
h. Install commercial fire hydrants as required by the Redlands Fire Department.

13. Requirements for Eureka Street (RMC 18.12.080):

a. Dedicate to provide for a 44 foot half street right-of-way width;
b. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary. This shall include, but is not limited to, the installation of ADA compliant sidewalk across the driveway.
c. Construct 6 foot wide curb adjacent sidewalk along the entire street frontage.
d. Install LED ornamental street light(s) [LEOTEK (GCJ2-20H-MV-WW-2-GY-1A-WL-PCR7-CR) or approved equal], with the equivalent illumination of a 150 watt sodium vapor street light. Prepare and submit a separate street lighting plan for City approval. Street light spacing shall be determined by the City of design specifications. Installation of one (1) light will be required. Location of the light will be determined at time of plan preparation. Coordinate with City staff for guidance at that time. Prepare and submit a separate street lighting plan for City approval;
e. Construct underwalk drain, if necessary;
f. Use traffic index of 9.0; and
g. Install commercial fire hydrants as required by the Redlands Fire Department.

14. Provide for adequate drainage facilities. The applicant shall provide and submit all necessary hydrology/hydraulic studies and calculations in accordance with the San Bernardino County Hydrology Manual. (RMC 18.12.080)

15. All off-site utilities shall be placed underground. The undergrounding shall include power poles located along the project site's street frontage(s) and may include power poles beyond the site's boundary as determined by Southern California Edison. Those power poles that are 66KV or greater will not be required to be undergrounded. Any power pole(s) that contain a street light may be required to install a standard street light, in accordance with the Municipal

Utilities and Engineering Department's standards. Plans shall be submitted that detail the undergrounding of all off-site utilities, subject to review and approval by the City Engineer. This requirement may be waived per RMC Section 17.17.020 G(2) through payment of an in lieu fee provided that the approving body makes the findings described in RMC Section 17.17.20 G(3). (RMC 18.192.050)

16. Install reduced pressure principle backflow devices as required by City Engineer. (RMC 13.20)

17. Install onsite fire line with double detector check valve backflow devices at service connection satisfactory to the City Fire Department. (RMC 13.20)

18. Submit recycling plans for site demolition/construction for review and approval in accordance with Chapter 13.66 of the Redlands Municipal Code.

19. Dedication documents shall be prepared by a licensed Land Surveyor or registered Civil Engineer (registered prior to January 1982) and must be submitted for review and approval before recordation. (California B&P Code 8761 and CCR 4411)

20. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows (RMC 18.12.080):

Performance	100% security (due prior to building permit issuance)
(Warranty)	10% security (due at acceptance of improvements)
Labor and Materials	50% security (due prior to building permit issuance)

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name subject to approval of the City Attorney and Finance Director.

21. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work. (RMC 18.12.080) and 12.20.100)

22. Execute Public Improvement Agreement. (RMC 12.22.060)

D. The following items are required prior to approval of APPLICATION FOR WATER SERVICE CONNECTION and prior to WATER METER INSTALLATION.

1. Pay the Water Capital Improvement Charge; (RMC 3.48.030)

2. Pay the Water Source Acquisition Charge; (RMC 13.40)

3. Pay the Recycled Water Capital Improvement Charge; (RMC 3.53.050)

4. Water/Sewer/Recycled Water Frontage Charges. (RMC 13.44 and 13.12.)

5. Pay the Water Meter Charge. (Redlands Ordinance No. 2830)

E. The following items are required prior to issuance of the ENCROACHMENT PERMIT.

1. Cash cleanup deposit shall be submitted ($1,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (Required unless previously submitted under Sections A, B or C.) (RMC 12.16.290)

2. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

3. Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert Identification Number, call Underground Service Alert toll free, 1-800-227-2600, two (2) working days prior to conducting any excavation. (RMC 12.20.120)

4. Encroachment Permit application and two (2) sets of City approved plans must be submitted for all off-site improvements. Encroachment Permit fees shall be paid prior to issuance of Encroachment Permit. (RMC 12.16.010)

5. A California OSHA Permit Number for all work that is 5 feet deep or deeper shall be provided. Call (909)383-4321. (RMC 12.16.040)

6. A copy of soils report is required with recommendation for the final pavement structural section to be submitted prior to placing of the street pavement. The report shall include test results and boring/sampling locations.

7. A traffic control plan shall be prepared in accordance with the latest revision of CA MUTCD or W.A.T.C.H. manual, submitted and accepted by the City Engineer prior to issuance of an encroachment permit. The plan shall show all required construction signage, warning devices, road closures, detours, delineation, phasing schedules and anticipated durations of closures and detours for any work within the public right-of-way. The plans shall provide names and 24-hour phone numbers of individuals who can be contacted regarding traffic control measures.

8. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows:

Performance	100% security (due prior to building permit issuance)
(Warranty)	10% security (due at acceptance of improvements)

Labor and Materials 50% security (due prior to building permit issuance)

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name subject to approval of the City Attorney and Finance Director.

9. Execute Public Improvement Agreement.

10. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work.

F. **The following items are required prior to issuance of CERTIFICATE OF OCCUPANCY.**

1. All requirements as described in Sections A, B, C, D and E of these conditions of approval shall be met.

2. All work shall be completed to the satisfaction of the City Engineer. All as-built plans shall be delivered to the Municipal Utilities and Engineering Department for review and approval.

3. The Engineer of Record shall file a Final Certification for all grading and improvements relating to the project development.

4. Owner's Licensed Land Surveyor shall reset survey points, monuments, record corners, and centerline ties that were destroyed during construction and shall file Corner Records for those points prior to completion of the project with San Bernardino County Surveyor. Copies of information shall be furnished to the Municipal Utilities and Engineering Department. [California B&P Code 8762, 8767, 8768, 8771, and 8773(b)]

5. A list of as-built infrastructure improvement quantities shall be provided in the Excel format provided by the City showing quantities for each street segment (i.e. pavement, curb and gutter, sidewalk, etc.)

6. Streets may be required to have a seal coat applied at the option of the City Engineer. Type of seal coat is to be determined by the City Engineer.

7. Resurface existing roadway as directed by the City Engineer due to utility installations and construction damage.

8. Existing striping shall be removed and replaced as necessary. New striping and pavement markings shall be installed as required by the City Engineer.

9. Contractors will be required to pave new streets in two (2) phases with last phase being delayed until 95 percent of construction has been completed, or on approval of the City Engineer.

10. Owner/Developer shall provide recycling receipts as required by the recycling plan.

G. The following items are required prior to release of SECURITIES/WARRANTIES/DEPOSITS.

1. Prior to the release of the securities for the project, all improvements shall be reviewed and accepted by the City Engineer.

2. Tie sheets shall be submitted for all monuments found and/or set in the public right-of-way.

3. The release of securities/warranties/deposits must be requested in writing to the City Engineer. Allow 30 days for processing.

Donald P Young

DONALD YOUNG, P.E., P.M.P.
One Stop Permit Center Manager

AK
Initial

FILE: CRA 931

EXHIBIT C
Fire Department
Conditions of Approval

[Attached]

Redlands Fire Department

35 Cajon Street, Ste 12 • Redlands, CA 92373
(909) 798-7601 Office • (909) 798-7602 Fax

9/6/2021

Redlands Planning Department
Jocelyn Torres, Assistant Planner

☐ Special Reports/Comments needed
☐ DRAFT Conditions of Approval
☒ FINAL Conditions of Approval

Reference Number: Commission Review & Approval No. 931 Tru Hotel by Hilton

The following conditions have been applied to the above reference project pursuant to the City of Redlands Fire Department adopted codes and standards, the 2019 California Fire Code and applicable rules, regulations and standards. Conditions must be complied with as directed by Redlands Fire Department and shall be reviewed, permitted, inspected, tested and approved in accordance with the requirements set forth.

Required	Not Required	Reports and Comments
☐	☒	Special Reports or Comments - Prior to final conditions.

☐ Draft Conditions ☒ **Final Conditions**

PRIOR TO MAP

Required	Not Required	Condition
☐	☒	Minimum road width for fire apparatus in Planned Residential Developments is ☐20 ft. ☐ 26 ft. ☐28 ft. ☐____ft., if no parking is allowed, 30 feet if parking allowed on one side and 40 feet if parking is allowed on both sides.
☐	☒	The applicant shall grant an easement for the fire lane on the tentative tract map.
☐	☒	The applicant shall submit covenants or CC&Rs for review and approval by the Community Development Department, Engineering Division and Fire Department. The covenants or CC&Rs shall be recorded concurrently with the final map, and shall provide for the following: A. The maintenance of the required fire lane, with no obstructions, within an area that is a minimum of ☐ 20 ft. ☐ 26 ft. ☐ 28 ft. ☐____ft. wide and 13.6 ft. in height. Designated fire apparatus roads, streets, cul-de-sacs and turn-around (hammerhead) and/or any other emergency access within the development shall be maintained accessible and usable by emergency vehicles. Usable conditions include but are not limited to the following: 1. An all-weather road surface shall be maintained, first lift of asphalt minimum. 2. Road shall support imposed loads of fire apparatus at 75,000 pounds.

		3. No parking-fire lane signs shall be repaired or replaced as needed. 4. A monument entry sign with required address numbers shall be provided. 5. Fire lanes, streets and roads or other areas designated no parking-fire lane at time of development shall remain free at all times of any obstruction including but not limited to: vehicles, storage, debris, etc. B. The provision and maintenance of fire resistive trees for the project. Trees shall not overhang or grow into the fire lane or hammerhead turn-around. Trees shall not grow within five feet of any proposed chimneys. Vegetation, other than ground cover, shall not be permitted within five feet of fire protection systems. C. Dwellings constructed with required fire and life safety features including fire sprinklers, ignition resistant construction, smoke and carbon monoxide detectors and fire resistive landscaping shall maintain these features in accordance with state and local codes in use and applicable at the time of construction or installation. These codes include the California Fire Code, California Building Code, California Vehicle Code (fire lanes), City of Redlands Municipal Code and any other applicable codes, standards and law.
☐	☒	Private residential, public residential, commercial and industrial fire access roads shall provide an access roadway with a minimum unobstructed width of ☐ 20 ft. ☐ 26 ft. ☐ 28 ft. ☐____ft., wide and a minimum 13'6" vertical clearance. Additional width requirements may be applied to individual projects as determined by the Fire Marshal.
☐	☒	Roadways shall be extended to within one hundred and fifty feet (150) feet of all portions of the exterior walls as measured by an approved path of travel. An approved turn around shall be provided when the roadway exceeds one hundred and fifty (150) feet as directed by Redlands Fire Department. Fire Department turn around requirements shall be installed as directed, pursuant to the California Fire Code, Appendix D.
☐	☒	Grades for driveway and fire apparatus access roads shall not exceed 12%. Fire Department approval and additional conditions are required for grades above 12% maximum. Angle of approach and departure for driveways shall not exceed 7 degrees. Grades exceeding 12% shall be concrete with a deep broom finish perpendicular to the access roadway.
☐	☐	

PRIOR TO ISSUANCE OF A BUILDING OR GRADING PERMIT

Required	Not Required	Condition
☐	☒	A hazardous materials inventory and disclosure shall be provided with a complete listing of SDS sheets, storage locations, how they are stored, and types of containers. A technical report and opinion prepared by an approved consultant shall be submitted for review and approval prior to or as part of the submission for a building permit. Operational permits may be required and must be applied for prior to certificate occupancy. Application and permits shall be made to San Bernardino County Fire Department for CUPA compliance. Compliance with disclosure and requirements placed on the project for the CUPA shall be complied with prior to certificate of occupancy.
☐	☒	The building has the potential for storage of combustible stock in excess of ☐ 6 ft. ☐ 12 ft. (rubber tires) in height, meeting the requirements of high-piled combustible storage as defined in Chapter 32 of the California Fire Code. Significant modifications to the structure, including but not limited to, smoke and heat vents or mechanical ventilation, draft curtains, special access doors, upgraded sprinkler systems and hose connection requirements must be achieved in

PRIOR TO ISSUANCE OF A BUILDING OR GRADING PERMIT

Required	Not Required	Condition
		compliance with the California Fire Code Chapter 32 should such storage occur. Minimum design densities for fire sprinkler systems within spec. buildings shall be 0.33/3000. If high-piled combustible storage is proposed then plans, specifications, and a technical opinion and report shall be submitted from an approved consultant with the construction drawings to ensure fire protection requirements. High piled combustible storage requires an annual operational permit pursuant to the California Fire Code with appropriate fees paid prior to issuance and renewal.
☐	☒	To determine the acceptability of technologies, processes, products, facilities, materials and uses attending the design, operation or use of a building or premises subject to inspection by the fire code official, the fire code official is authorized to require the owner or agent to provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory, or fire safety specialty organization acceptable to the fire code official and shall analyze the fire safety properties of design, operation or use of the building or premises and the facilities and appurtenances situated thereon, to recommend necessary changes. The fire code official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.
☒	☐	Redlands Fire Department at time of plan or permit submission will charge certain fees for plan review and inspections. Fees will be determined at time of plan review and/or inspections.
☒	☐	Redlands Fire Department at time of operational permit application will charge certain fees for permit issuance which will have, at a minimum, annual fees charged. Failure to pay required annual fees will be cause to issue a "Cease and Desist" order.
☒	☐	The proposed project shall comply with the applicable codes and standards of Title 24, Part 1-12.
☒	☐	The proposed project shall pay all applicable development impact fees, pursuant to the City of Redlands Ordinances in effect at the time and that are amended from time to time.
☐	☒	A fire command center for fire department operations shall be provided for Factories, Mercantile, and storage occupancies that are greater than 50,000 square feet. The fire command center shall be a minimum of 200 square feet and meet the requirements of the California Fire Code as amended by Local Ordinance 2900 - RMC Section 15.20.500.
☒	☐	The required fire flow shall be 2,750 GPM for a 2-hour duration at 20 PSI residual operating pressure. Documentation is required from the Municipal Utilities & Engineering Department (MUED) or an approved third party verifying that the system is capable of meeting the required fire flow prior to conditions of approval being established. If a third party is being used they must be approved by the Fire Marshal. If the system is not capable of meeting the required fire flow documentation shall be provided showing financial arrangements have been made and water system improvement plans have been submitted and approved by Redlands Fire Department and MUED to upgrade the existing system prior to release of building permits.
☐	☐	

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
☒	☐	Private residential, public residential, commercial and industrial fire access roads shall provide an access roadway with a minimum unobstructed width of ☐ 20 ft. ☒ 26 ft. ☐ 28 ft. ☐____ft. and

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
		a minimum 13'6" vertical clearance. Additional width requirements may be applied to individual projects as determined by the Fire Marshal. **Project complies as shown on the site plan.**
☐	☒	Roadways shall be extended to within one hundred and fifty feet (150) feet of all portions of the exterior walls as measured by an approved path of travel. An approved turn around shall be provided when the roadway exceeds one hundred and fifty (150) feet as directed by Redlands Fire Department, pursuant to the California Fire Code, Chapter 5 & Appendix D and as amended locally. Fire Department turn around requirements shall be installed as directed and shall be inspected and approved prior to lumber drop.
☒	☐	All fire apparatus access roadways must be maintained unobstructed and drivable by fire apparatus throughout the construction process. Access roadways shall be hard surfaced (paved/concrete) and capable of holding an imposed load of 75,000 pounds including in adverse weather conditions.
☐	☒	Prior to combustible construction, grades for driveway and fire apparatus access roads shall not exceed 12%. Fire Department approval and additional conditions are required for grades exceeding 12% maximum. Angle of approach and departure for driveways shall not exceed 7 degrees. Grades exceeding 12% shall be concrete with a deep broom finish perpendicular to the access roadway along with other conditions as determined by the Fire Marshal.
☒	☐	The development and each phase thereof shall have a minimum of 2-points of vehicular access for fire and emergency equipment and for routes of safe egress of citizens regardless of the cul-de-sac length and shall be required as directed by Redlands Fire Department. **Project complies as shown of the site plan.**
☒	☐	All required fire apparatus access roads, fire lanes, fire department turn- around and entry/exit drives shall have a minimum ☐ 20 ft. ☒ 26 ft. ☐ 28 ft. ☐____ft. turning radius for fire apparatus depending on size, location and type of project. Site plans shall provide a fire department turning radius template along the fire access roadway or within a detail confirming that the radius meets Redlands Fire Department requirements. **Project complies as shown on the site plan.**
☒	☐	Fire Apparatus Access roads (all roads in project) shall be usable (paved), accessible and fire hydrant(s) shall be capable of flowing required GPM and shall be tested/accepted by Fire Dept. prior to dropping any lumber for construction.
☐	☒	Loading zones are required adjacent to loading doors and shall be designated on the Development Site or Plot Plan and shall be marked on the appropriate ground surface. Loading zones shall not interfere with required Fire Lanes or emergency egress capabilities.
☒	☐	Roadway design features (speed humps, bumps, speed control dips, etc.) which may interfere or delay emergency apparatus responses shall not be installed or allowed to remain on the emergency access roadways.
☒	☐	Any gate or barrier across a fire access roadway, whether manual or automatic, must meet the Redlands Fire Department requirements and have specific plans and permits approved prior to installation. Gates serving multi-family, assembly, educational, hazardous, institutional, or storage structures must be automatic and meet UL 325 and ASTM F 2200 standards. Knox brand key-operated electric key switch keyed to Redlands Fire Department specification are required. The Knox switch shall override all gate functions and open the gate. Other access control systems, such as Opticom, are required and must be installed as directed by the Fire Marshal.

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
☒	☐	Water improvement plans shall be approved by Redlands Fire Department. The Developer shall furnish Redlands Fire Department with three (3) copies of the water improvement plans designed by a Registered Engineer and/or Licensed Contractor. On-site private fire service mains shall have a minimum of eight (8) inch water mains with six (6) inch laterals and risers. Larger pipes maybe required to meet required fire flow requirements. Fire hydrants shall provide one 4" port and 2- 2 ½ ports and must be an approved fire hydrant type. The private fire hydrant system must be approved, installed, tested, and accepted, prior to combustible construction.
☐	☒	Fire hydrant water mains that supply two (2) or more fire hydrants shall be looped to provide adequate supply.
☐	☒	Buildings that exceed 200,000 square feet, or meet the requirements of the Municipal Utilities & Engineering Department, shall have at least two separate points of connection to a water supply, as approved by Redlands Fire Department.
☐	☒	The existing fire hydrant system is insufficient to provide the required fire flow. This system is required to be upgraded to meet the required fire flow as identified above.
☒	☐	Prior to combustibles being brought to the site, the developer shall provide written certification from Municipal Utilities & Engineering Department (MUED), dated within the last thirty days, that: A. All public fire hydrants or water purveyor connections required of the project have been installed, tested, and approved by MUED, and B. Are permanently connected to the public water main system, and C. Are capable of supplying the required fire flow as required by Redlands Fire Department.
☐	☒	Group R-3 and U Occupancies: An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. When any portion of the facility or building protected is in excess of 600 feet (122 mm) from a water supply on a public street, as measured by an approved route around the exterior of the facility or building, on-site fire private hydrants and mains capable of supplying the required flow shall be provided when required by the Fire Code official. The size of fire hydrant outlets shall be a minimum of one 4 inch and one 2-½ inch NST outlet or greater as required by the Fire Code official.
☐	☒	In multi-family zones and in commercial and industrial zones, fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, and every 300 feet of fire access roadways, regardless of parcel size. The size of fire hydrant outlets shall be a minimum of one 4 inch and two 2-½ inch NST outlet as required by the Fire Code official. **Exception:** When improved methods of fire protection are provided, beyond those required by the Code, and accepted by the Fire Code official, adjusted spacing of fire hydrants from those set forth above may be considered.
☐	☐	Fire hydrants shall be painted per Redlands Fire Department and Municipal Utilities & Engineering Department standards and be maintained free of obstructions. Blue reflective raised pavement markers shall be installed on the pavement at approved locations marking each fire hydrant location.
☒	☐	Public and private water utility mains must provide the level of reliability/redundancy determined necessary by Redlands Fire Department and the Municipal Utilities & Engineering Department.

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
☒	☐	If any fire hydrant is taken "OUT OF SERVICE" – Redlands Fire Department shall be notified immediately and the hydrant marked, bagged, or otherwise identified as OUT OF SERVICE as directed by the Fire Marshal.
☐	☒	Buildings on easement shall have additional street number signs at the intersections of the easement and/or the roadway, and at additional locations as required by Redlands Fire Department.
☐	☒	Street signs meeting the requirements of the City Engineer standards shall be installed at all intersections prior to final occupancy approval. Temporary street signs may be required, during construction, at the discretion of the fire code official.
☐	☒	All flammable vegetation shall be removed from each building site with slopes less that 15% at a minimum distance of thirty (30) feet from all structures or to the property line, whichever is less.
☐	☒	A fuel modification or fire protection plan is required. An approved Fire Protection Consultant that specializes in these types of complex plans shall prepare the plan. Plans and specifications shall be submitted, reviewed and approved by Redlands Fire Department prior to issuance of building construction permits.
☐	☒	The minimum fire flow in the Very High Fire Hazard Severity Zone is 2,500 GPM at 20 PSI for two hours for new subdivisions, tracts, multi-family and commercial/industrial buildings.
☐	☐	

PRIOR TO OCCUPANCY

Required	Not Required	Condition
☒	☐	Fire lane designations shall be required for all fire access roadways as determined by Redlands Fire Department. Posted signs which state "FIRE LANE, NO PARKING" shall be installed every 50 feet. Curbs shall be painted red and stenciled with white letters indicating the same on the face and top of any curb as directed by Redlands Fire Department. All Fire lanes shall be marked and identified prior to Certificate of Occupancy.
☒	☐	Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with **NFPA #13** Standards for Automatic Fire Sprinkler Systems. Three sets of plans, two sets of hydraulic calculations, and two material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work.
☐	☒	Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with **NFPA #13-D** Standard for Automatic Fire Sprinkler Systems-Single Family Dwelling. Three sets of plans, two sets hydraulic calculations, and two material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work.

PRIOR TO OCCUPANCY

Required	Not Required	Condition
☒	☐	Prior to Fire Department clearance for occupancy, and automatic fire sprinkler system shall be installed. The system shall comply with **NFPA #13-R** Standard for Automatic Fire Sprinkler Systems-Multi-Family Dwellings. Three sets of plans, two sets of hydraulic calculations, and two sets of material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work.
☒	☐	A class I standpipe system is required. A State of California Licensed C-16 Contractor shall submit three (3) sets of plans, specifications, and two sets of hydraulic calculations to the Fire Department for review, approval, and permits must be issued prior to commencing work.
☒	☐	Prior to Fire Department Clearance for occupancy, and automatic fire alarm system shall be installed. The system shall comply with NFPA #72 standard for Fire Alarm Systems. Three sets of plans, two sets of material specification's sheets for all equipment used in the system and California State Fire Marshal listings shall be submitted by a State of California Licensed C-7 and/or C-10 Contractor for review, approval, and permits must be issued prior to commencing work.
☒	☐	Prior to final inspection or occupancy, hand portable fire extinguishers are required to be installed as directed by Redlands Fire Department Community Risk Reduction staff. The size, location, and markings shall be illustrated on the floor plan of the construction documents. Prior to installation the client is directed to request a fire inspection to confirm the locations of the fire extinguishers due to field changes with business systems that could conflict with the construction documents.
☐	☒	An automatic smoke removal system is required. This system shall comply with the California Fire Code, NFPA and all other applicable standards. The applicant shall submit three (3) sets of detailed plans, two sets of specifications, and testing criteria to Redlands Fire Department for review, approval and permits must be issued prior to commencing work.
☐	☒	An automatic smoke removal ventilation system (fusible link type) is required. Roof vents, venting ratios and draft curtains shall be provided in accordance with the California Fire Code, NFPA and all other applicable standards. This information shall be provided in sufficient detail on the building construction drawings and submitted to Redlands Fire Department for review, approval and permits must be issued prior to commencing work.
☐	☒	An automatic hood and duct fixed fire suppression system is required. A State of California licensed C-16 Contractor shall submit three (3) sets of detailed plans and two sets of specifications to Redlands Fire Department for review, approval and permits must be issued prior to commencing work.
☒	☐	Permanent commercial/industrial three-dimensional street numbers, minimum 12 inches in height with a ½ inch stroke, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible from the street and shall not be obstructed in any manner.
☐	☒	Permanent residential three-dimensional street numbers, minimum 4 inches in height, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible form the street and shall not be obstructed in any manner.

PRIOR TO OCCUPANCY

Required	Not Required	Condition
☐	☒	Permanent Multi-family three-dimensional street numbers, minimum 12 inches in height, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible from the street and shall not be obstructed in any manner. Building letter designations shall be a minimum of 12 inches in height and shall be installed as directed by Redlands Fire Department fire code official.
☐	☒	Address numbers and suite numbers are required to be installed or painted on the rear of access doors to multiple suite facilities. Numbers or letters shall be a minimum of four (4) inches in height and placed on a contrasting background and be durable for the weather conditions exposed.
☐	☒	A lighted directory (site map) meeting Redlands Fire Department specifications is required at each entrance to the complex as directed by Redlands Fire Department. A site plan with all building locations identified by a number or letter, space numbers, fire protection equipment, etc. and shall be reviewed and approved by Redlands Fire Department prior to installation.
☒	☐	Knox emergency access key box is required at each building, with specific mounting locations approved by Redlands Fire Department. Recessed mount key boxes are required. Premise keys for all buildings and areas shall be marked and placed in the box prior to final inspection to ensure emergency access. The building owner/occupants shall provide replacement keys whenever locks are changed.
☒	☐	An emergency responder radio coverage plan is required to be submitted, reviewed, approved and permits issued, prior to commencing work. Emergency responder radio coverage must meet the requirements of the California Fire Code, Chapter 5, Section 510 and Redlands Fire Department. Field tests are required prior to final inspection or occupancy.
☐	☒	A fire department operational permit is required for certain specific operations regulated by the California Fire Code. The permit is issued after application has been made to Redlands Fire Department and full compliance of the requirements for the operation has been adhered to. An annual fee is charged to the applicant for review and inspection of such permits on an annual basis. Some permits require additional inspections and permit compliance that may require additional fees to be paid semi-annually.
☒	☐	Provide plans as a PDF file for pre-fire planning use by the fire department. Information shall include locations of all exits, stairwells and roof access. Also, the location of fire hydrants, fire department connections, post indicator valves, backflow prevention, gas, electrical, water, fire sprinkler risers and standpipe valves and shutoffs, and elevator and electrical equipment rooms, fire alarm panels, and remote annunciators. The symbols used for the pre-fire plan must be obtained from Redlands Fire Department.
☒	☐	Final fire protection plans, hydraulics, specifications, and technical books shall be submitted in a PDF file and checked for quality control, prior to occupancy. The PDF must contain the approved plan stamps from Redlands Fire Department.
☐	☐	

Yours in Service,

Christopher P. Jensen

Christopher P. Jensen, Fire Marshal

EXHIBIT D
CONDITIONS OF APPROVAL
LOT LINE ADJUSTMENT NO. 665

1. This approval is for Lot Line Adjustment No. 665 to merge two parcels into one single 66,415 square foot (or 1.524 acre) parcel, on the south side of W. Colton Avenue at Columbia Street and at 719 N. Eureka Street, in the C-4 (Highway Commercial) zoning district (APN's: 0169-155-05-0000 and 0169-142-07-0000)

2. The Lot Line Adjustment, if not recorded, shall automatically expire two years from the approval date.

3. The issuance of any permits shall comply with all provisions of the Redlands Municipal Code.

4. All plans submitted to the City shall reflect Planning Commission approval and any other changes required by the Commission and/or staff.

5. The Lot Line Adjustment shall be recorded subject to an approved Certificate of Compliance. The following items shall be provided to the Municipal Utilities and Engineering Department for review:

    a. All reference materials pertinent to the Lot Line Adjustment, such as recorded maps, records of survey, APN map, deeds, and title report.
    b. Close calculations for boundary.
    c. New legal description and lot size for the new property boundaries.
    d. Identify the original lot lines and the proposed lot lines on submittal.
    e. Show all existing easements whether private or public.
    f. Show future dedication for street purposes, utilities, etc.
    g. Revised deed(s) reflecting the proposed lot line adjustment.

RESOLUTION NO. 2022-10

A RESOLUTION OF THE HISTORIC AND SCENIC PRESERVATION COMMISSION OF THE CITY OF REDLANDS APPROVING DEMOLITION NO. 366, TO DEMOLISH AN APPROXIMATELY 692 SQUARE FOOT SINGLE-FAMILY RESIDENCE OVER 50 YEARS OF AGE, LOCATED AT 719 N. EUREKA STREET IN THE C-4, HIGHWAY COMMERCIAL DISTRICT (APN: 0169-155-05-0000).

WHEREAS, the applicant, DIVY Hospitality Inc., has submitted an application for Demolition No. 366 to demolish an approximately 692 square foot single family residence over 50 years of age, located at 719 N. Eureka Street within the C-4, Highway Commercial District (APN: 0169-155-05-0000).

WHEREAS, notice of this Historic and Scenic Preservation Commission public hearing was provided in accordance with Redlands Municipal Code Section 15.44; and

WHEREAS, on May 5, 2022, the Historic and Scenic Preservation Commission held a public hearing and considered the staff report, oral report, the testimony and the written evidence submitted by and on behalf of the applicant and by members of the public; and,

WHEREAS, Public Resources Code Section 15301 (Existing Facilities) provides for exemption the California Environmental Quality Act, and the project qualifies for this exemption; and,

WHEREAS, following the public hearing for the Demolition, the Historic and Scenic Preservation Commission determined that the structure does not have historical significance and is exempt from the preparation of a negative declaration or environmental impact report under the California Environmental Quality Act.

NOW, THEREFORE, BE IT RESOLVED by the Historic and Scenic Preservation Commission of the City of Redlands as follows:

Section 1. The proposed project is Exempt from the California Environmental Quality Act per Section 15301(l) (Existing Facilities), and there is no substantial evidence of any potentially significant impacts.

Section 2. The proposed Demolition is hereby approved subject to the conditions of approval contained in Exhibit A attached to this Resolution.

Section 3. This Resolution shall become effective upon adoption, and will be subject to a ten day appeal period.

ADOPTED, SIGNED AND APPROVED this 5th day of May, 2022.

Kurt Heidelberg, Historic and Scenic Preservation Commission Chair

ATTEST:

Alma Morales, Secretary

I, Alma Morales, Historic and Scenic Preservation Commission Secretary of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the Historic and Scenic Preservation Commission at a regular meeting thereof held on the 5th day of May, 2022.

AYES: 6
NOES: 0
ABSENT: 1
ABSTAINED: 0

Alma Morales, Historic and Scenic Preservation Commission Secretary

EXHIBIT A
CONDITIONS OF APPROVAL
DEMOLITION NO. 366

1. This approval is to demolish an approximately 692 square foot single family residence over 50 years of age located at 719 N. Eureka Street within the C-4, Highway Commercial District (APN: 0169-155-05-0000).

2. Prior to demolition, a building permit shall be obtained from the Development Services Department.

3. The issuance of any permits shall comply with all provisions of the Redlands Municipal Code, including Section 15.44 which regulates the demolition of structures.

4. Unless demolition has commenced pursuant to a building permit, this application shall expire in eighteen (18) months from the approval date.

5. All demolition activities shall be limited to the hours from 7:00 a.m. to 6:00 p.m., Monday through Saturday and prohibited on Sundays and Federal Holidays.

6. The applicant for this permit, and its successors and assigns, shall defend, indemnify and hold harmless the City of Redlands, and its elected officials, officers, agents and employees, from and against any and all claims, actions, and proceedings to attack, set aside, void or annul the approval of this permit by the City, or brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days of the same, the applicant shall file with the City a performance bond or irrevocable letter of credit (together, the "Security") in a form and in an amount satisfactory to the City, to ensure applicant's performance of its defense and indemnity obligations under this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

7. The applicant shall be responsible for obtaining a qualified architectural historian (or other qualified consultant) to prepare and complete the necessary DPR forms (Primary, BSO, and Photo Record) and photographs for documentation of the

subject property and structure. The applicant shall provide a copy to the Planning Division and to the City's Heritage Room at A.K. Smiley Public Library.
** Added by Historic & Scenic Preservation Commission 5/05/2022.*

8. The applicant shall offer the house and make the house available to move off-site for ninety (90) days to any interested person or party. The applicant shall provide proof of outreach efforts (e.g., copies of certified letters) to the Planning Division. If after 90 days there has been no interest expressed to the property owner to move the house to another location off-site, then the applicant shall provide an additional thirty (30) days for any interested person or party to salvage parts from the house. Demolition may then occur after the above timeframes and steps have been satisfactorily completed.
** Added by Historic & Scenic Preservation Commission 5/05/2022.*

RESOLUTION NO. 8564

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING A ONE-YEAR EXTENSION OF THE EXPIRATION DATE FOR COMMISSION REVIEW & APPROVAL NO. 931, WITH ASSOCIATED ENTITLEMENTS, TO CONSTRUCT A 40,415 SQUARE-FOOT HOTEL BUILDING AND RELATED SITE IMPROVEMENTS LOCATED ON THE SOUTH SIDE OF WEST COLTON AVENUE AT COLUMBIA STREET AND 719 NORTH EUREKA STREET (APN'S: 0169-155-05-0000 and 0169-142-07-0000).

WHEREAS, Jeni Jackman, property owner and applicant, has submitted an application for Extension of Time No. 1 to construct the project approved with Commission Review & Approval No. 931 for a 40,415 square-foot hotel building located on the south side of West Colton Avenue at Columbia Street and 719 N. Eureka Street (APN's: 0169-155-05-0000 and 0169-142-07-0000) in the Village General (TVSP/VG) District of the Transit Villages Specific Plan; and

WHEREAS, on April 12, 2022, the Redlands Planning Commission held a public hearing, and adopted Resolution No. 1573 to approve Commission Review & Approval No. 931, Lot Line Adjustment No. 665, and the associated Socio-Economic Cost/Benefit Study for the project; and

WHEREAS, Redlands Municipal Code section 18.12.130 permits an applicant to request a one-year extension of time to extend the expiration date for a Commission Review & Approval permit, provided the total number of such one-year extensions do not exceed three; and

WHEREAS, the applicant intends to develop the project approved by Commission Review & Approval No. 931, and requests the extension due to a change of ownership; and

WHEREAS, following the hearing for the extension of time to Commission Review & Approval No. 907, the City Council determined that the approval of the requested one-year extension of time is in the best interests of the public health, safety, and general welfare.

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

SECTION 1. California Environmental Quality Act. Approval of this Resolution is exempt from further environmental review pursuant to Section 15061(b)(3) of the State Guidelines implementing the California Environmental Quality Act, as there is no possibility of any potentially significant environmental effects as a result of the time extension. Planning Commission Resolution No. 1573 was adopted on April 12, 2022, and determined the project was exempt from environmental review in accordance with the California Environmental Quality Act.

SECTION 2. Approval of Extension of Time. The proposed one-year extension of time for Commission Review & Approval No. 931, with associated entitlements, is hereby approved in accordance with Redlands Municipal Code Section 18.12.130.

SECTION 3. Expiration Date. The new expiration date for Commission Review & Approval No. 931 shall be April 12, 2025. The project shall remain subject to all original Conditions of Approval contained in Planning Commission Resolution No. 1573.

SECTION 4. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 19th day of March, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 19th day of March, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **G. 10.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the 2023 Annual Progress Reports for the General Plan and the 2021-2029 Housing Element (Development Services Director Desatnik)

MOTION(S):

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

I move that the City Council receive and file the 2023 Annual Progress Reports for the General Plan and the 2021-2029 Housing Element.

RECOMMENDATION:

Staff recommends that the City Council receive and file the 2023 Annual Progress Reports for the General Plan and the 2021-2029 Housing Element.

DISCUSSION:

California Government Code Section 65400 requires local jurisdictions to provide an Annual Progress Report to the California Department of Housing & Community Development (HCD) and to the Governor's Office of Planning & Research (OPR) by April 1 of each year. The reporting period covers the implementation status of the city's 2035 General Plan programs as well as the 2021-2029 Housing Element programs for the prior calendar year (2023). Staff has completed the 2023 Annual Progress Reports and will submit each to HCD and OPR as required by law.

A) General Plan Implementation

The 2035 General Plan and the related Climate Action Plan were adopted in December 2017. The Climate Action Plan included a goal to evaluate progress

on its implementation after approximately five years, and the Planning Division has hired the firm that authored the original plan (Dyett & Bhatia) to prepare a progress report together with a comprehensive update to the Climate Action Plan. The consultant has begun work, and the goal is for the progress report and updated Climate Action Plan to be completed and adopted by the end of 2024. The General Plan progress report to be submitted to HCD is provided as Attachment A.

B) Housing Element Implementation

The certified 2021-2029 Housing Element was previously adopted in October 2022, and substantial progress has been made with Housing Element programs. Numerous items and tasks have already been completed, such as: adoption of the Transit Villages Specific Plan; opening the Home Key housing center; providing additional equal housing opportunity information and resources on the City's webpages; providing additional information and assistance online for potential housing development projects; providing additional information and resources online for building Accessory Dwelling Units; and several other tasks. Other tasks and programs are under way, including draft ordinances that will update housing regulations and development standards.

The City Council adopted an ordinance enacting an Inclusionary Housing program on July 5, 2023, and implementation is currently under way in conjunction with development review functions. The Council adopted a related resolution on December 19, 2023, enacting in-lieu fees for those housing development projects that may be eligible to pay in-lieu fees.

The Housing Element identifies a total of 25 parcels as requiring rezoning for the purpose of providing sufficient land area with appropriate zoning that will accommodate the City's dwelling unit allocation in accordance with the Regional Housing Needs Assessment (RHNA). This program will require an Environmental Impact Report (EIR), and Planning Division has hired an environmental consultant to begin preparing the necessary technical studies and EIR document. The goal is for the EIR to be completed in the first half of 2025, and rezoning to occur shortly thereafter.

C) Housing Element Progress Report

This Annual Progress Report (see Attachment B) includes information on the City’s progress in meeting its Regional Housing Needs Assessment (RHNA) target for the planning period of October 15, 2021, through October 15, 2029. The Southern California Association of Governments allocated a total of 3,516 new housing units to the City of Redlands as its fair share of the total number of units needed to meet the forecasted population growth in the Southern California region. The allocation of units were distributed across five household income categories, based on Area Median Income (AMI), and is summarized in the table below.

Table 1. Summary of RHNA Housing Units, by Income Category

Income Category	*RHNA Units for 2021 - 2029*	*Building Permits Issued 2021 - 2023*
Very Low (30% to 50% AMI)	967	108
Low (50% to 80% AMI)	615	165
Moderate (80% to 120% AMI)	652	19
Above Moderate (over 120% AMI)	1,282	559
TOTAL UNITS:	3,516	851 (24%)

Thus far in the 2021-2029 housing cycle (years 2021 through 2023), the City has issued a total of 851 permits, or 24% of the total RHNA goal, for new housing units. By income category, this total includes: 108 permits for Very Low-income households; 165 permits for Low-income households; 19 permits for Moderate-income households; and 559 permits for Above Moderate-income households, also known as market-rate dwelling units.

Format of Annual Progress Report

HCD requires that standardized Annual Progress Report forms be completed and submitted by local jurisdictions. The following is a summary of the City's completed forms for 2023 (see Attachment B).

Table A includes new housing units by income level for which a discretionary application has been submitted and deemed complete during calendar year 2023.

- A total of 757 dwelling units are reported in this category, of which 682 units are proposed for the Above Moderate-income level (market rate) and 75 units proposed for Very Low-income households.

Table A2 includes net new housing units by income level that have received an entitlement, a building permit, or a certificate of occupancy during the calendar year.

- During calendar year 2023, the City issued building permits for 310 new housing units, of which 153 units are intended for Low-income households (including 56 Accessory Dwelling Units), and 7 units for Very Low-income households (Junior ADUs).

Table B summarizes prior permitting activity (for prior years) plus permitting activity for the 2023 calendar year.

- Since 2021, a total of 559 units reported, consisting of the following household income levels: 559 Above Moderate income units, 19 Moderate income units, 165 Low income units, and 108 Very Low income units.

Table C includes sites identified or rezoned to accommodate: any shortfall of housing sites from the previous planning period; to meet a shortfall of sites noted in the Housing Element; or to provide additional sites required by law to avoid no net loss under Government Section 65863. If applicable, this data would serve as an addendum to the sites inventory in the adopted Housing Element.

- The City did not report any additional sites.

Table D is the report on the City's progress implementing the various tasks and programs listed in the 2021-2029 Housing Element.

- Numerous items and programs have already been completed, such as: adoption of the Transit Villages Specific Plan; opening the Home Key housing center; adoption of an Inclusionary Housing Program; providing additional equal housing opportunity information and resources on the City's webpages; providing additional information and assistance online for potential housing development projects; providing additional information and resources online for building Accessory Dwelling Units; and several other tasks.
- Other items are currently under way, such as: preparing a Draft EIR for the RHNA rezoning actions for 25 parcels; a draft ordinance has been prepared that will update various housing definitions and development standards (in accordance with current State law); a draft ordinance has been prepared that will permit Single-Room Occupancies and create related operating standards (i.e., more affordable housing options and "missing middle" housing); a draft ordinance has been prepared that will permit agricultural worker housing in the A-1, Agricultural District and create related development standards; a draft ordinance has been prepared that will create development standards for SB 9 urban lot splits and two-unit developments (in accordance with current State law); and other related tasks.

Table E includes commercial development bonuses approved by the City during the 2023 calendar year.

- No units reported.

Table F includes units rehabilitated, preserved, and acquired for alternative

adequate sites during the 2023 calendar year. Table F2 includes Above Moderate income units that have been converted to Moderate Income units.

- No units reported in either table.

Table G includes locally owned land included in the Housing Element housing sites inventory that have been sold, leased, or otherwise disposed of during the 2023 calendar year.

- No sites reported.

Table H includes all locally owned or controlled land declared as Surplus Sites pursuant to Government Code section 54221 or identified as Excess pursuant to Government Code section 50569.

- The city does not have any land that was declared Surplus or Excess during the reporting year.

Table J includes student housing development for low-income students for which was granted a density bonus.

- The city did not have any applications for such projects in 2023.

Table K identifies if the City has adopted a tenant preference policy.

- The jurisdiction does not have a local tenant preference policy.

The table for Local Early Action Planning (LEAP) reporting refers to the LEAP Grant program administered by the State.

- The City was reimbursed for the total amount of the awarded LEAP Grant (a total of $300,000). The two projects included in the LEAP Grant (the preparation of the 2021-29 Housing Element, and preparation of the Final EIR for the Transit Villages Specific Plan) were completed on time and for less than the budgeted amounts. With approval of the Department of Housing & Community Development, the remaining LEAP Grant balance of $48,332.83 was paid as reimbursement for City staff time spent by multiple staff members administering these two projects.

ALTERNATIVES:

Not applicable.

STRATEGIC PLAN:

The City's housing plans and work programs are consistent with Priority A (Quality of Life), Strategic Objective No. 2 (Economic Vitality), which includes the following two goals:

- Implement policies and programs to expand the City's affordable housing opportunities.
- Encourage redevelopment efforts in the transit corridor (i.e., University Village and mall site).

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Chris Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Brian Foote, City Planner/Planning Manager

Fiscal Impact

Fiscal Year: 23-24

Discussion:

There is no fiscal impact associated with the preparation of the 2023 Annual Progress Reports.

Attachments

Attachment A: General Plan Annual Progress Report

Attachment B: Housing Element Annual Progress Report

City of
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(909) 798 – 7555 ext. 2

DEVELOPMENT SERVICES
DEPARTMENT

BRIAN DESATNIK
Development Services Director

March 20, 2024

Samuel Assefa, Director
Office of Planning & Research
1400 10th Street, #100
Sacramento, CA 95814

City of Redlands General Plan Annual Progress Report for 2023

Dear Director Assefa,

Government Code Section 65400 mandates that all cities and counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning & Research (OPR) and the Housing & Community Development (HCD) by April 1 of each year. This letter summarizes the progress by the City of Redlands in implementing its 2035 General Plan and key planning efforts that occurred in the 2023 calendar year.

City Profile

City of Redlands is located at the base of the San Bernardino Mountains in the San Bernardino County, 60 miles east of Los Angeles and 45 miles west of Palm Springs. Redlands is a mid-size city with an estimated population at 72,649 people in 2022. Incorporated in 1888, Redlands is a general law city with deep cultural roots, a historic downtown, a number of historic landmarks and historic neighborhoods, and is home to the University of Redlands as well as the Esri Headquarters. Major employment sectors in the City include retail, technology, education, and healthcare. Two major interstate freeways (Interstate 10 and Interstate 210) serve the City and provide access to other cities as well as a wide array of destinations in the Southern California region.

General Plan Snapshot

California Government Code 65301(a) requires General Plan planning areas to include all land within a city or county's limits, and territory outside its boundaries which in its judgement bears relation to its planning. Redlands' Planning Area encompasses 46 square miles, including all land within the Redlands city limits, the area within the City's Sphere of Influence (SOI), and an unincorporated island known locally as the "donut hole" that is located in the northwestern portion of the city.

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BRIAN DESATNIK
Development Services Director

The City of Redlands 2035 General Plan was adopted on December 5, 2017. The seven required elements mandated by State are organized under eight interrelated themes: Distinctive City (Chapter 2), Prosperous Economy (Chapter 3), Livable Community (Chapter 4), Connected City (Chapter 5), Vital Environment (Chapter 6), Healthy Community (Chapter 7), and Sustainable Community (Chapter 8). A Climate Action Plan was also adopted in December 2017 concurrently with the 2035 General Plan.

6th Cycle Housing Element

The Redlands City Council previously adopted the certified *2021-2029 Housing Element* on October 4, 2022. Many of the tasks and programs identified on the list of Proposed Programs (Table 5-2) have been completed, and substantial progress is being made on several other tasks (such as completed draft ordinances for various zoning code updates, single-room occupancy uses, agricultural worker housing, and SB 9 lot splits and two-unit developments). The Planning Division also created a webpage to promote new accessory dwelling units in Redlands, plus a webpage to promote SB 9 lot splits and housing developments.

The City has begun work on an Environmental Impact Report (EIR) related to the necessary rezoning effort for 25 parcels needed to accommodate a portion of the City's Regional Housing Needs Assessment (RHNA) housing unit allocation. While the City was not successful in securing any REAP 2.0 grant funds from the regional planning agency for this mandatory program, the City has prioritized this effort by using its own General Fund.

The City Council also adopted an Inclusionary Housing Ordinance on July 5, 2023, codifying new inclusionary housing requirements in Chapter 18.230 of the Redlands Municipal Code. In addition, the City Council adopted a resolution on December 19, 2023, adopting new in-lieu fees to implement the City's inclusionary housing goals. The Planning Division has also created a new webpage dedicated to housing development regulations in Redlands, including the new inclusionary requirements.

Historic Architectural Design Guidelines

The Planning Division has completed final edits and revisions to the draft *Historical Architectural Design Guidelines*, and the City's Historic and Scenic Preservation Commission has recommended approval to the City Council. The document was prepared by a qualified architectural firm and funded by a prior grant from the State Office of Historic Preservation (California Department of Parks & Recreation). This work effort directly implements Chapter 2, Section 2.2 (Cultural Resources) of the 2035 General Plan, specifically Principles 2-P.8, 2-P.12, 2-P.13, 2-P.14, and 2-P.15 as well as Actions 2-A.26, 2-A.27, 2-A.28, 2-A.30, 2-A.31, 2-A.32, and 2-A.39 through 2-A.51. Staff intends to bring

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DEPARTMENT

BRIAN DESATNIK
Development Services Director

the document forward to the City Council for final adoption in the coming months. The document is available on the Planning Division's webpage for historic preservation.

Disaster Recovery Plan

The City's emergency management staff within the Fire Department continue their work preparing a Disaster Recovery Plan for the city. This plan would be utilized in conjunction with the City's existing Local Hazard Mitigation Plan. This work effort directly implements Chapter 7, Section 7.4 (Safety) of the 2035 General Plan, specifically Principles 7-P.37 and 7-P.38 as well as Actions 7-A.127 through 7-A.134.

This concludes the 2023 Annual Progress Report for the City of Redlands. Please do not hesitate to contact me at (909) 798-7555 extension 2, or via email at bdesatnik@cityofredlands.org if you have any questions.

Respectfully,

Brian Desatnik
Development Services Director
City of Redlands

BD/BF

Jurisdiction	Redlands	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	7
Low	Deed Restricted	103
	Non-Deed Restricted	50
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		150
Total Units		**310**

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	**Entitled**	**Permitted**	**Completed**
Single-family Attached	0	0	0
Single-family Detached	0	83	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	169	0
Accessory Dwelling Unit	0	50	0
Mobile/Manufactured Home	0	0	0
Total	**0**	**302**	**0**

Infill Housing Developments and Infill Units Permitted	**# of Projects**	**Units**
Indicated as Infill	82	232
Not Indicated as Infill	78	78

Housing Applications Summary	
Total Housing Applications Submitted:	5
Number of Proposed Units in All Applications Received:	757
Total Housing Units Approved:	117
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions - Applications	
Number of SB 35 Streamlining Applications	0
Number of SB 35 Streamlining Applications Approved	0

Units Constructed - SB 35 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	**# of Projects**	**Units**
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 35 (2017)	0	0

Ministerial and Discretionary Applications	**# of Applications**	**Units**
Ministerial	0	0
Discretionary	5	757

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	1
Number of Units in Applications Submitted Requesting a Density Bonus	164
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	**Count**
Programs Implemented	64
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Redlands	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bo Applica
1					2	3	4	5						6	7	8	9	10
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?
Summary Row: Start Data Entry Below								**25**	**50**	**0**	**0**	**0**	**0**	**682**	**757**	**117**	**0**		
															0				
	0167-061-01, 0167-061-03	1160 W. Pioneer Ave.	TTM No. 20528 Residential Subdivision	GPA 141, Specific Plan Amendment 49 to SP 40, TTM No. 20528	SFD	O	5/1/2023							117	117	117		NONE	No
	0292-482-01	1600 Orange Ave.	Luxview Apartments Phase 2	Commission Review & Approval No. 914, Revision 1	5+	R	6/5/2023		50					114	164			NONE	Yes
	0171-281-30	211 E Olive Ave	Apartment Bldg.	Commission Review & Approval No. 960	5+	R	2/9/2023							11	11			NONE	No
	1212-421-11	1157 Judson St	Hannah's Village Transitional Housing	Commission Review & Approval No. 961	5+	R	2/16/2023	5							5			NONE	No
	0167-171-14, 0167-171-07	1050 W. Lugonia Ave.	Tennessee Village	Amendment No. 49 to Specific Plan 40, CUP No. 1173, Commission Review & Approval No. 956	5+	R	11/17/2023	20						440	460			NONE	No
	0167-041-01	Texas St. north of Domestic Ave.	TTM No. 20520	TTM No. 20520, Conditional Use Permit No. 1167 (PRD)	SFD	O	10/13/2022							35	35	35		NONE	No
	0170-221-53, 0170-221-55	Judson St. & Grove St.	Village at Orange Blossom	Commission Review & Approval No. 964	5+	R	8/31/2022			108					108	108		NONE	No
	0293-141-38, 0293-132-01	Northeast corner of San Timoteo Canyon Rd. & Nevada St.	Canyon Ranch subdivision	TTM No. 20402, Commission Review & Approval No. 969	SFD	O	11/1/2022							27	27	27		NONE	No
															0				

Jurisdiction	Redlands	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A2
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy										Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
1					2	3	4							5	6	7							8	9	10							11	12	13	14	15	16	17	18	19	20			21	22	23	24	25
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?	Please select the streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N+	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)+	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes+
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0		0	0	7	103	50	0	0	150		310	0	0	0	0	0	0	0		0	0							8							
	1212-051-40	1092 TANGERINE DRIVE		B20-01071	JADU	R									0		1						1/23/2023	1									0	0	NONE	Y			Jr ADU									
	0170-013-09	816 COLLEGE AVE		B21-00446	ADU	R									0				1				1/4/2023	1									0	0	NONE	Y			ADU									
	0172-151-03	1790 W FERN AVE		B21-01349	ADU	R									0				1				6/5/2023	1									0	0	NONE	Y			ADU									
	0169-091-42	921 N CHURCH ST		B21-01657	ADU	R									0				1				7/3/2023	1									0	0	NONE	Y			ADU									
	0169-042-14	913 COLUMBIA ST		B21-01908	ADU	R									0				1				1/9/2024	1									0	0	NONE	Y			ADU									
	0167-121-37	1631 OHIO ST		B22-00689	ADU	R									0				1				5/30/2023	1									0	0	NONE	Y			ADU									
	0172-431-43	160 BELLEVUE AVE UNIT 2		B22-01037	ADU	R									0				1				6/20/2023	1									0	0	NONE	Y			ADU									
	0170-191-43	915 CENTRAL AVE UNIT 2		B22-01135	ADU	R									0				1				1/11/2024	1									0	0	NONE	Y			ADU									
	0172-321-08	616 HARDING DR UNIT 2		B22-01330	ADU	R									0				1				1/17/2024	1									0	0	NONE	Y			ADU									
	0167-381-09	1545 LASSEN ST UNIT 2		B22-01720	ADU	R									0				1				1/23/2023	1									0	0	NONE	Y			ADU									
	0172-181-13	321 SAN RAFAEL ST UNIT 2		B22-01736	ADU	R									0				1				4/3/2023	1									0	0	NONE	Y			ADU									
	0170-033-19	1005 E COLTON AVE		B22-01792	ADU	R									0				1				8/16/2023	1									0	0	NONE	Y			ADU									
	0173-023-19	526 ALVARADO ST UNIT 2		B22-01949	ADU	R									0				1				5/24/2023	1									0	0	NONE	Y			ADU									
	0170-061-30	1313 COLLEGE AVE		B22-01970	ADU	R									0				1				8/2/2023	1									0	0	NONE	Y			ADU									
	0300-421-20	1680 WABASH AVE		B22-02138	ADU	R									0				1				5/15/2023	1									0	0	NONE	Y			ADU									
	0172-381-25	421 ROBINHOOD LN		B22-02316	ADU	R									0				1				5/10/2023	1									0	0	NONE	Y			ADU									
	0173-132-18	723 ESTHER WAY UNIT 2		B22-02421	ADU	R									0				1				8/24/2023	1									0	0	NONE	Y			ADU									
	0174-631-08	1396 BRANDON CT UNIT 2		B22-02542	ADU	R									0				1				4/13/2023	1									0	0	NONE	Y			ADU									
	0171-342-12	711 E CLARK ST UNIT 2		B22-02768	ADU	R									0				1				5/31/2023	1									0	0	NONE	Y			ADU									
	1212-363-15	909 E BROCKTON AVE UNIT 2		B22-02898	ADU	R									0				1				1/3/2024	1									0	0	NONE	Y			ADU									
	0173-375-09	27 JADE CT		B22-02927	ADU	R									0				1				4/17/2023	1									0	0	NONE	Y			ADU									
	0175-102-35	1015 CEDAR AVE		B22-02941	ADU	R									0				1				2/27/2023	1									0	0	NONE	Y			ADU									
	1212-331-31	913 E LUGONIA AVE		B22-02986	JADU	R									0		1						6/22/2023	1									0	0	NONE	Y			Jr ADU									
	0168-411-04	1013 N LINCOLN ST		B22-03069	JADU	R									0		1						12/12/2023	1									0	0	NONE	Y			Jr ADU									
	0168-411-04	1013 N LINCOLN ST		B22-03070	ADU	R									0				1				12/12/2023	1									0	0	NONE	Y			ADU									
	0170-241-19	839 E CITRUS AVE		B22-03095	ADU	R									0				1				9/13/2023	1									0	0	NONE	Y			ADU									
	0173-051-02	451 CAJON ST		B22-03112	ADU	R									0				1				10/20/2023	1									0	0	NONE	Y			ADU									
	0170-071-09	810 E COLTON AVE UNIT 3		B22-03129	ADU	R									0				1				9/8/2023	1									0	0	NONE	Y			ADU									
	0167-303-17	1139 HERALD ST UNIT 2		B23-00023	ADU	R									0				1				5/15/2023	1									0	0	NONE	Y			ADU									
	0176-034-07	542 VIA VISTA DR		B23-00181	JADU	R									0		1						7/20/2023	1									0	0	NONE	Y			Jr ADU									
	0175-182-13	1370 MONTEREY ST		B23-00225	ADU	R									0				1				6/30/2023	1									0	0	NONE	Y			ADU									
	0175-392-19	621 BEAUREGARD CREST		B23-00255	ADU	R									0				1				8/31/2023	1									0	0	NONE	Y			ADU									
	0171-362-07	323 GRANT ST UNIT 2		B23-00279	ADU	R									0				1				8/16/2023	1									0	0	NONE	Y			ADU									
	1212-121-07	1305 E SAN BERNARDINO AVE		B23-00354	JADU	R									0		1						5/10/2023	1									0	0	NONE	Y			Jr ADU									
	0170-013-21	805 E COLTON AVE		B23-00448	ADU	R									0				1				11/1/2023	1									0	0	NONE	Y			ADU									
	0169-071-10	1015 ALTA ST		B23-00510	ADU	R									0				1				6/28/2023	1									0	0	NONE	Y			ADU									
	0170-013-11	824 COLLEGE AVE		B23-00533	ADU	R									0				1				9/19/2023	1									0	0	NONE	Y			ADU									
	0176-074-30	1630 GARDEN ST		B23-00702	ADU	R									0				1				9/12/2023	1									0	0	NONE	Y			ADU									
	0170-061-26	1321 COLLEGE AVE		B23-00723	ADU	R									0				1				11/1/2023	1									0	0	NONE	Y			ADU									
	0171-321-07	217 ALVARADO ST		B23-00724	ADU	R									0				1				5/31/2023	1									0	0	NONE	Y			ADU									
	0176-182-02	506 EAST MARIPOSA DR, UNIT B		B23-00784	ADU	R									0				1				11/16/2023	1									0	0	NONE	Y			ADU									
	0174-302-25	1448 FAWN CT UNIT 2		B23-00866	ADU	R									0				1				8/9/2023	1									0	0	NONE	Y			ADU									
	0169-081-03	1012 N 6TH ST		B23-01071	ADU	R									0				1				10/19/2023	1									0	0	NONE	Y			ADU									
	0172-261-12	409 S SAN MATEO ST		B23-01145	JADU	R									0		1						6/29/2023	1									0	0	NONE	Y			Jr ADU									
	0175-302-12	814 NOTTINGHAM DR UNIT 2		B23-01299	ADU	R									0				1				9/14/2023	1									0	0	NONE	Y			ADU									
	0167-383-02	1575 ALTA ST		B23-01325	ADU	R									0				1				2/8/2024	1									0	0	NONE	Y			ADU									
	0175-102-35	1015 CEDAR AVE		B23-01368	JADU	R									0		1						8/28/2023	1									0	0	NONE	Y			Jr ADU									
	0170-031-15	1031 CAMPUS AVE		B23-01436	ADU	R									0				1				11/8/2023	1									0	0	NONE	Y			ADU									
	0170-111-33	1308 E COLTON AVE		B23-01505	ADU	R									0				1				12/5/2023	1									0	0	NONE	Y			ADU									
	1212-301-21	1345 E LUGONIA AVE		B23-01526	ADU	R									0				1				11/6/2023	1									0	0	NONE	Y			ADU									
	0174-461-26	405 HIGHLAND AVE		B23-01577	ADU	R									0				1				10/3/2023	1									0	0	NONE	Y			ADU									
	0169-106-75	821 CHURCH ST		B23-01621	ADU	R									0				1				12/4/2023	1									0	0	NONE	Y			ADU									
	1212-011-60	1916 DUKE ST		B23-01655	ADU	R									0				1				10/5/2023	1									0	0	NONE	Y			ADU									
	0174-471-18	204 DONNA DR. UNIT 2		B23-01766	ADU	R									0				1				10/19/2023	1									0	0	NONE	Y			ADU									
	0167-293-19	1127 WASHINGTON ST		B23-01772	ADU	R									0				1				9/25/2023	1									0	0	NONE	Y			ADU									
	0167-191-77	1312 LIVE OAK CT UNIT 2		B23-01781	ADU	R									0				1				11/9/2023	1									0	0	NONE	Y			ADU									
	0172-263-04	415 SAN JACINTO ST UNIT 2		B23-01782	ADU	R									0				1				11/9/2023	1									0	0	NONE	Y			ADU									
	0173-111-20	533 ROOSEVELT RD		B23-01793	ADU	R									0				1				9/26/2023	1									0	0	NONE	Y			ADU									
	0170-361-14	1455 LARAMIE AVE		B23-01820	ADU	R									0				1				11/16/2023	1									0	0	NONE	Y			ADU									
	0171-362-07	323 GRANT ST UNIT 2		B23-02008	ADU	R									0				1				9/7/2023	1									0	0	NONE	Y			ADU									
	0172-022-21	1125 BROOKSIDE AVE		B23-02014	ADU	R									0				1				11/30/2023	1									0	0	NONE	Y			ADU									
	0172-082-02	137 HASTINGS ST		B23-02032	ADU	R									0				1				12/15/2023	1									0	0	NONE	Y			ADU									
	1212-241-23	1511 HANFORD ST		B23-02064	ADU	R									0				1				1/10/2024	1									0	0	NONE	Y			ADU									
	0293-133-10	1601 BARTON RD		B23-01136	2 to 4	R									0							0	5/22/2023	0									0	0	NONE	Y					4	Destroyed	R					
	0176-173-09	130 SIERRA VISTA DR		B23-01346	SFD	O									0							1	10/10/2022	1									0	0	NONE	Y					1	Demolished	O					Vacant SFD
	0167-232-08	1220 LAWTON ST		B23-01688	SFD	O									0							1	9/11/2023	1									0	0	NONE	Y					1	Destroyed	O					
	0172-162-26	1618 W FERN AVE		B23-02535	SFD	O									0							1	1/4/2024	1									0	0	NONE	Y					1	Demolished	O					Vacant SFD
	0172-162-04	1619 LAUREL AVE		B23-02536	SFD	O									0							1	1/4/2024	1									0	0	NONE	Y					1	Demolished	O					Vacant SFD
	0167-371-03	204 DELAWARE AVE		B20-00597	5+	R								8/4/2009	0			5					6/29/2023	5									0	0	NONE	Y			County Housing Authority project									
	0167-371-03	223 DELAWARE AVE		B20-00598	5+	R								8/4/2009	0			5					6/29/2023	5									0	0	NONE	Y			County Housing Authority project									
	0167-371-03	194 DELAWARE AVE		B20-00599	5+	R								8/4/2009	0			5					6/29/2023	5									0	0	NONE	Y			County Housing Authority project									
	0167-371-03	212 DELAWARE AVE		B20-00600	5+	R								8/4/2009	0			9					6/29/2023	9									0	0	NONE	Y			County Housing Authority project									
	0171-241-24	317 BROOKSIDE AVE		B20-01225	5+	R								4/23/2019	0							8	8/16/2023	8									0	0	NONE	Y												
	0292-168-03	1601 ORANGE AVE		B20-02075	5+	R								10/15/2019	0							58	12/12/2023	58									0	0	NONE	Y												
	0167-371-03	213 DELAWARE AVE		B21-00035	5+	R								8/4/2009	0			9					6/29/2023	9									0	0	NONE	Y			County Housing Authority project									
	0167-371-03	200 DELAWARE AVE		B21-00036	5+	R								8/4/2009	0			6					6/29/2023	6									0	0	NONE	Y			County Housing Authority project									
	0167-371-03	208 DELAWARE AVE		B21-00037	5+	R								8/4/2009	0			5					6/29/2023	5									0	0	NONE	Y			County Housing Authority project									
	0167-371-03	275 HORIZON AVE		B21-02360	5+	R								8/4/2009	0			5					6/29/2023	5									0	0	NONE	Y			County Housing Authority project									
	0167-371-03	219 DELAWARE AVE		B21-02361	5+	R								8/4/2009	0			9					6/29/2023	9									0	0	NONE	Y			County Housing Authority project									
	0167-371-03	205 HORIZON AVE		B21-02362	5+	R								8/4/2009	0			9					6/29/2023	9									0	0	NONE	Y			County Housing Authority project									
	0167-371-03	190 DELAWARE AVE		B21-02363	5+	R								8/4/2009	0			6					6/29/2023	6									0	0	NONE	Y			County Housing Authority project									
	0167-371-03	214 DELAWARE AVE		B21-02364	5+	R								8/4/2009	0			6					6/29/2023	6									0	0	NONE	Y			County Housing Authority project									
	0167-371-03	225 HORIZON AVE		B21-02365	5+	R								8/4/2009	0			6					6/29/2023	6									0	0	NONE	Y			County Housing Authority project									
	0167-371-03	235 HORIZON AVE		B21-02366	5+	R								8/4/2009	0			6					6/29/2023	6									0	0	NONE	Y			County Housing Authority project									
	0167-371-03	255 HORIZON AVE		B21-02367	5+	R								8/4/2009	0			6					6/29/2023	6									0	0	NONE	Y			County Housing Authority project									
	0167-371-03	305 HORIZON AVE		B21-02368	5+	R								8/4/2009	0			6					6/29/2023	6									0	0	NONE	Y			County Housing Authority project									
	0168-901-20	1474 SHANE CT		B19-00743	SFD	O								6/21/2016	0							1	1/17/2023	1									0	0	NONE	Y												
	0174-471-54	321 SILVERTREE LN		B22-00412	SFD	O									0							1	1/4/2023	1									0	0	NONE	Y												
	0170-191-43	915 CENTRAL AVE UNIT 1		B22-01134	SFD	O									0							1	1/11/2024	1									0	0	NONE	Y												
	0167-031-03	2012 BERGAMOT ST		B22-02075	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0300-421-20	1680 WABASH AVE		B22-02137	SFD	O									0							1	5/15/2023	1									0	0	NONE	Y												
	0167-031-03	2014 BERGAMOT ST		B22-02285	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0167-031-02	2016 BERGAMOT ST		B22-02288	SDF	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0167-031-09	2174 KUMQUAT LN		B22-02293	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0167-031-09	2186 KUMQUAT LN		B22-02294	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0167-031-09	2009 ZEST ST		B22-02309	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0167-031-09	2003 ZEST ST		B22-02310	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0167-463-45	1724 MARDI GRAS LN		B22-02490	SFD	O								6/16/2020	0							1	9/19/2023	1									0	0	NONE	N												
	0167-463-46	1720 MARDI GRAS LN		B22-02491	SFD	O								6/16/2020	0							1	9/19/2023	1									0	0	NONE	N												
	0167-463-47	1716 MARDI GRAS LN		B22-02492	SFD	O								6/16/2020	0							1	9/19/2023	1									0	0	NONE	N												
	0167-463-48	868 ORANGEDALE AVE		B22-02493	SFD	O								6/16/2020	0							1	9/22/2023	1									0	0	NONE	N												
	0167-463-49	854 ORANGEDALE AVE		B22-02494	SFD	O								6/16/2020	0							1	9/22/2023	1									0	0	NONE	N												
	0167-473-03	855 ORANGEDALE AVE		B22-02495	SFD	O								6/16/2020	0							1	9/22/2023	1									0	0	NONE	N												
	0167-473-04	865 ORANGEDALE AVE		B22-02496	SFD	O								6/16/2020	0							1	9/22/2023	1									0	0	NONE	N												
	0167-463-13	1768 GOLD MEDAL LN		B22-02499	SFD	O								6/16/2020	0							1	8/14/2023	1									0	0	NONE	N												
	0167-463-14	1760 GOLD MEDAL LN		B22-02500	SFD	O								6/16/2020	0							1	8/14/2023	1									0	0	NONE	N												
	0167-463-15	1754 GOLD MEDAL LN		B22-02501	SFD	O								6/16/2020	0							1	8/14/2023	1									0	0	NONE	N												
	0167-463-59	1755 GOLD MEDAL LN		B22-02502	SFD	O								6/16/2020	0							1	8/14/2023	1									0	0	NONE	N												
	0167-463-60	1761 GOLD MEDAL LN		B22-02503	SFD	O								6/16/2020	0							1	8/16/2023	1									0	0	NONE	N												
	0167-462-15	944 HALF MOON AVE		B22-02504	SFD	O								6/16/2020	0							1	8/15/2023	1									0	0	NONE	N												
	0167-463-61	1769 GOLD MEDAL LN		B22-02505	SFD	O								6/16/2020	0							1	8/16/2023	1									0	0	NONE	N												
	0167-462-16	932 HALF MOON AVE		B22-02506	SFD	O								6/16/2020	0							1	8/15/2023	1									0	0	NONE	N												
	0167-473-13	1632 GOLD MEDAL LN		B23-00440	SFD	O								6/16/2020	0							1	10/10/2023	1									0	0	NONE	N												
	0167-473-14	864 DAHLIA AVE		B23-00442	SFD	O								6/16/2020	0							1	10/10/2023	1									0	0	NONE	N												
	0167-473-15	852 DAHLIA AVE		B23-00443	SFD	O								6/16/2020	0							1	10/10/2023	1									0	0	NONE	N												
	0167-473-16	844 DAHLIA AVE		B23-00444	SFD	O								6/16/2020	0							1	10/11/2023	1									0	0	NONE	N												
	0167-473-17	836 DAHLIA AVE		B23-00445	SFD	O								6/16/2020	0							1	10/11/2023	1									0	0	NONE	N												
	0167-473-18	828 DAHLIA AVE		B23-00446	SFD	O								6/16/2020	0							1	10/11/2023	1									0	0	NONE	N												
	0167-463-16	1744 GOLD MEDAL LN		B23-00452	SFD	O								6/16/2020	0							1	10/18/2023	1									0	0	NONE	N												
	0167-463-17	1736 GOLD MEDAL LN		B23-00453	SFD	O								6/16/2020	0							1	10/18/2023	1									0	0	NONE	N												
	0167-463-54	1709 GOLD MEDAL LN		B23-00454	SFD	O								6/16/2020	0							1	10/18/2023	1									0	0	NONE	N												
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	0167-463-57	1737 GOLD MEDAL LN		B23-00457	SFD	O								6/16/2020	0							1	10/20/2023	1									0	0	NONE	N												
	0167-463-58	1745 GOLD MEDAL LN		B23-00458	SFD	O								6/16/2020	0							1	10/20/2023	1									0	0	NONE	N												
	0167-473-37	1669 GOLD MEDAL LN		B23-00470	SFD	O								6/16/2020	0							1	11/8/2023	1									0	0	NONE	N												
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	0167-473-41	1681 GOLD MEDAL LN		B23-00474	SFD	O								6/16/2020	0							1	11/9/2023	1									0	0	NONE	N												
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	0167-473-43	1695 GOLD MEDAL LN		B23-00476	SFD	O								6/16/2020	0							1	11/13/2023	1									0	0	NONE	N												
	0167-473-44	1705 GOLD MEDAL LN		B23-00477	SFD	O								6/16/2020	0							1	11/13/2023	1									0	0	NONE	N												
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	0167-474-13	839 DAHLIA AVENUE		B23-00495	SFD	O								6/16/2020	0							1	4/21/2023	1									0	0	NONE	N												
	0167-474-17	875 DAHLIA AVENUE		B23-00496	SFD	O								6/16/2020	0							1	4/21/2023	1									0	0	NONE	N												
	0167-473-33	1635 GOLD MEDAL LN		B23-00497	SFD	O								6/16/2020	0							1	4/21/2023	1									0	0	NONE	N												
	0167-474-18	895 DAHLIA AVENUE		B23-00498	SFD	O								6/16/2020	0							1	4/21/2023	1									0	0	NONE	N												
	0174-253-05	302 E SUNSET DRIVE N		B23-01697	SFD	O									0							1	9/20/2023	1									0	0	NONE	Y												
	0167-232-08	1220 LAWTON ST		B23-01941	SFD	O									0							1	11/2/2023	1									0	0	NONE	Y												
	0167-031-09	2011 BERGAMOT ST		B23-02496	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0167-031-09	2015 BERGAMOT ST		B23-02498	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0167-031-09	2013 BERGAMOT ST		B23-02499	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0167-031-09	2017 BERGAMOT ST		B23-02500	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0167-031-09	2019 BERGAMOT ST		B23-02501	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0167-031-09	2021 BERGAMOT ST		B23-02502	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0167-031-09	923 POMELO AVE		B23-02504	SFD	O								10/5/2021	0							1	11/30/2023	1									0	0	NONE	N												
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	0167-031-09	993 POMELO AVE		B23-02506	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
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	0167-031-09	1001 POMELO AVE		B23-02510	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0167-031-09	1064 DOMESTIC AVE		B23-02512	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0167-031-09	1052 DOMESTIC AVE		B23-02513	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0167-031-09	1048 DOMESTIC AVE		B23-02514	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0167-031-09	1036 DOMESTIC AVE		B23-02515	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0167-031-09	1024 DOMESTIC AVE		B23-02516	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												
	0167-031-09	1012 DOMESTIC AVE		B23-02517	SFD	O								10/5/2021	0							1	11/29/2023	1									0	0	NONE	N												

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Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

	0167-031-09	1013 YUZU WAY		B23-02591	SFD	O								10/5/2021	0							1	12/18/2023	1									0	0	NONE	N
	0167-031-09	1025 YUZU WAY		B23-02592	SFD	O								10/5/2021	0							1	12/18/2023	1									0	0	NONE	N
	0167-031-09	1037 YUZU WAY		B23-02593	SFD	O								10/5/2021	0							1	12/18/2023	1									0	0	NONE	N
	0167-031-09	1049 YUZU WAY		B23-02594	SFD	O								10/5/2021	0							1	12/18/2023	1									0	0	NONE	N
	0167-031-09	1053 YUZU WAY		B23-02595	SFD	O								10/5/2021	0							1	12/18/2023	1									0	0	NONE	N
	0167-031-09	1065 YUZU WAY		B23-02596	SFD	O								10/5/2021	0							1	12/18/2023	1									0	0	NONE	N
	0167-031-09	2031 BERGAMOT ST		B23-02597	SFD	O								10/5/2021	0							1	12/18/2023	1									0	0	NONE	N
	0167-031-09	2033 BERGAMOT ST		B23-02598	SFD	O								10/5/2021	0							1	12/18/2023	1									0	0	NONE	N
	0167-031-09	2035 BERGAMOT ST		B23-02599	SFD	O								10/5/2021	0							1	12/18/2023	1									0	0	NONE	N
	0167-031-09	2037 BERGOMOT ST		B23-02600	SFD	O								10/5/2021	0							1	12/18/2023	1									0	0	NONE	N
	0167-031-09	2039 BERGAMOT ST		B23-02601	SFD	O								10/5/2021	0							1	12/18/2023	1									0	0	NONE	N
	0167-031-09	2041 BERGAMOT ST		B23-02602	SFD	O								10/5/2021	0							1	12/18/2023	1									0	0	NONE	N
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This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1		2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 06/30/2021-10/14/2021**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	967	-	-	98	-	-	-	-	-	-	-	108	859
	Non-Deed Restricted		1	-	2	7	-	-	-	-	-	-		
Low	Deed Restricted	615	-	-	-	103	-	-	-	-	-	-	165	450
	Non-Deed Restricted		6	1	5	50	-	-	-	-	-	-		
Moderate	Deed Restricted	652	-	-	-	-	-	-	-	-	-	-	19	633
	Non-Deed Restricted		6	6	7	-	-	-	-	-	-	-		
Above Moderate		1,282	332	5	72	150	-	-	-	-	-	-	559	723
Total RHNA		**3,516**												
Total Units			**345**	**12**	**184**	**310**	**-**	**-**	**-**	**-**	**-**	**-**	**851**	**2,665**

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

		5											6	7
		Extremely low-Income Need		**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total Units to Date**	**Total Units Remaining**
Extremely Low-Income Units*		484		-	98	-	-	-	-	-	-	-	**98**	**386**

*Extremely low-income houisng need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.
Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).
Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.
Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

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Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

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Jurisdiction	Redlands	
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Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
1.1-1 RHNA Rezoning	Within three years of Housing Element adoption, rezone land to provide adequate capacity for at least 4,219 units on suitable sites. - 1,898 very low and low income units - 782 moderate Income units - 1,538 above moderate income units The rezoning program would rezone a minimum of 119 acres and provide for 30 du/ac with a minimum density of 20 du/ac for lower-income sites. Each site will be able to accommodate a minimum of 16 units. The City will incorporate a replacement housing provision for any sites with existing residential use and will permit multifamily uses without discretionary action. This program shall comply with all applicable provisions of Government Code section 65583.2.	25-Oct	In progress; EIR being prepared.

1.1-2 Voter Measure Analysis	The City will conduct a detailed legal analysis of all aspects of Measure U, and any future voter measures, to evaluate the consistency of the Measure(s) provisions with State housing laws. The City will interpret voter measures, and take any other action as necessary, in a manner that facilitates compliance with the RHNA, addressing constraints on housing and other State housing laws, and will adopt City policies accordingly.	23-Dec	In progress
1.1-3 Transit Villages Specific Plan	Adopt the Transit Villages Specific Plan by the end of 2022 to allow for greater residential development around the three new light rail stations, and implement objective design standards with a form-based code. Use the TVSP to facilitate smart-growth planning principles, downtown revitalization, and infill development. The TVSP will allow for residential densities per the 2035 General Plan and6th Cycle Housing Element and allow multi-family residential uses. TVSP area is a total of 947 acres. Draft TVSP use list allows multiple housing types by-right (Permitted use) including supportive and transitional housing. This program shall comply with all applicable provisions of Government Code section 65583.2.	Dec-22	Completed. Transit Villages Specific Plan adopted on 10/18/2022.

1.1-4 By-Right Approval of Projects with 20 Percent Affordable Units on “Reused” Site	Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent “reuse sites” previously identified in the 4th and 5th Cycles Housing Element, and on sites that are being rezoned to accommodate the lower-income RHNA. This program shall comply with allapplicable provisions of Government Code section 65583.2.	Oct-25	Zoning code amendment drafted and being reviewed.
1.1-5 No Net Loss Monitoring	Pursuant to SB 166 (No Net Loss), the City will develop a procedure to track: • Unit count and income/affordability assumed on parcels included in the sites inventory. • Actual units constructed and income/affordability when parcels are developed. • Net change in capacity and summary of remaining capacity in meeting remaining RHNA.	Development of the procedure by October 2022, ongoing maintenance thereafter	Not yet started
1.1-6 Minimum Densities	Amend the Zoning Ordinance to establish minimum densities for residential and mixed-use zones to ensure that residential projects are developed close to their maximum densities (70% of the maximum allowed by base-zoning).	Oct-25	Zoning code amendment drafted and being reviewed.

1.1-7 Achieving the General Plan Densities	Amend the zoning ordinance and development standards to ensure it is consistent with the Redlands 2035 General Plan. Specifically, ensure each implementing zone allows up to the maximum permitted by the General Plan, pursuant to AB 3194.	Oct-24	Zoning code amendment drafted and being reviewed.
1.1-8 Development of Non-Vacant Sites	Establish an outreach and coordination program through the Economic Development Division to connect developers, builders, and owners of non-vacant sites. Program shall: (1) Emphasize reaching out to owners of on-vacant sites to discuss any interest in redeveloping and available incentives. (2) Marketing and advertising these sites to the development community along with any incentives that might be available. (3) Establish quarterly meetings with developers and builders.	Initiate by October 2022, and maintain throughout planning period on a quarterly basis.	Not yet started

1.1-9 Lot Consolidation and Small Site Development	Planning Staff will develop a menu of possible incentives for lot consolidation and bring the matter to the City Council for decision. The incentive package is intended to achieve orderly development, improve pedestrian activity, and implement the goals, policies, and objectives of the Housing Element. The resulting lot consolidation incentive program will include an annual outreach component to contact property owners and potential developers of housing affordable to lower income households. The following incentives will be brought forward by Staff for consideration by at the discretion of the (Planning Commission/City Council): (1) Parking reduction (2) Alternative parking arrangements (3) Signage bonus. City shall advertise and promote lot consolidation provisions to existing property owners and prospective mixed-use developers.	Develop incentives by October 2022 and adopt Zoning Ordinance Amendment by October 2023; outreach conducted annually	Not yet started

1.1-10 Reuse of Single-Family Dwelllings	The City will perform annual outreach to property owners of single-family dwellings in multi-family districts to make them aware of the opportunity to convert the single-family building to a multi-family building. Specific and enhanced outreach will be targeted to residents in high opportunity areas, particularly in South Redlands. Single-family dwellings in the R-2, R-2-2000, and R-3 districts are eligible for reuse. City will provide technical assistance with planning and permitting. The City will amend development standards to prevent non-conforming situations during reuse of single-family dwellings.	Initiate outreach in 2023. Amend development standards in 2023.	Not yet started
1.1-11 Housing Overlay for Educational and Religious Properties	The City will establish a housing overlay district which would permit housing as an accessory use on educational and religious parcels. The overlay includes approximately 673 acres on 171 parcels in the City. The overlay will have an inclusionary requirement to promote affordable housing, and will be studied in conjunction with Program 1.3-2. The City will conduct outreach through website information and property owner outreach on an annual basis to inform property owners of the Housing Overlay. The City will provide technical planning and entitlement assistance to applicants.	Oct-23	Implemented by new State law.
1.2-1 Emergency Shelters	Update the zoning ordinance to amend standards for emergency shelters to comply with recent changes to state law (AB 139).	Oct-23	Completed (Resolution No. 8513 adopted on 9/19/2023).

1.2-2 Low Barrier Navigation Centers	Update the zoning ordinance to provide opportunities for Low Barrier Navigation Centers to comply with recent changes to state law (AB 101).	Oct-23	Zoning code amendment drafted and being reviewed.
1.2-3 Transitional and Supportive Housing	Update the zoning ordinance to comply with changes to state law regarding Transitional and Supportive Housing, including allowing supportive housing by-right in zones where multifamily and mixed uses are permitted, pursuant to Government Code section 65651. (SB 745 and AB 2162).	Oct-23	Zoning code amendment drafted and being reviewed.
1.2-4 SRO Ordinance	Adopt a Single Room Occupancy (SRO) ordinance to provide additional housing opportunity for low- and very low-income households near the planned Metrolink/Arrow light rail stations.	Oct-22	Zoning code amendment drafted and being reviewed.
1.2-5 Group Homes	Review zoning provisions for large group homes (7+ persons) and implement mitigating strategies to remove potential constraints on the production of large group homes. Ensure zoning standards facilitate approval certainty and objectivity in the development of large group homes. Amend the Zoning Ordinance to allow group homes in all zones that allow residential uses. Amend Zoning Ordinance to clarify group homes/ community care facilities of 6 or fewer people do not need to be licensed by the State.	Oct-22	Zoning code amendment drafted and being reviewed.
1.2-6 FAR based development fees	Study and consider FAR based development fees (as opposed to unit based fees) to create financial incentives for the creation of additional units.	Jun-25	Not yet started

1.2-7 Amend Development Standards	Amend parking requirements, open-space standards, and setbacks for multi-family properties to further incentivize and encourage higher density development.	Dec-23	In progress
1.2-8 Ballot Measures: SECBS	Ensure that Socio Economic Cost Benefit Studies are reviewed and analyzed in an objective manner. Develop objective standards and thresholds for the SECBS checklist. By October 2024, complete a City-initiated study that evaluates the effectiveness of measures and consider alternative actions if needed.	Oct-23	Not yet started
1.2-9 Ballot Measures: Environmental Impacts	Clarify and implement the "no environmental impact" provision of the ballot measures to allow and mitigate potentially significant impacts as allowed by CEQA .	Oct-23	Not yet started
1.2-10 Objective Desiign Standards: SB 330	Pursuant to SB 330, review and revise development standards and design guidelines by the end of 2023 to ensure City requirements are objective, neutral, and feasible. Prior to the adoption of objective standards, City will continue to apply current standards in an objective manner.	Dec-23	In progress
1.2-11 Density Bonus Update	Amend the Density Bonus Ordinance to comply with recent changes to state law (AB 2345).	Oct-25	Zoning code amendment drafted and being reviewed.
1.2-12 Mixed Uses in Commercial Zones	Amend the City's C-3, C-4, and A-P zones to create objective standards for mixed-uses and facilitate the redevelopment of commercial sites to mixed-use.	Oct-25	Zoning code amendment drafted and being reviewed.

1.2-13 Remove CUP Requirement for Multi-Family Developments	Amend the zoning ordinance to remove the conditional use permit requirement for multi-family developments of 35 units or more.	Oct-25	Zoning code amendment drafted and being reviewed.
1.2-14 Waive preapplication fee for affordable housing projects	Mitigate non-governmental and financial constraints by waiving pre-application meeting fees and providing technical assistance to housing projects that propose to provide below market-rate units. Provide expedited processing for projects that propose low-income, extremely low-income, or special needs units.	Oct-22	In progress
1.2-15 Non-governmental constraints. Environmental Information Mapped	Continue to provide information and maps of known environmental constraints at the planning and zoning counter to provide additional clarity and certainty and mitigate non-governmental constraints for project applicants.	On-going	On-going
1.2-16 Floodplain Development	Review the City's development standards (such as setbacks, lot dimensions, etc.) within the floodplain to reduce the need for variances for projects needing to elevate structures to meet FEMA floodplain requirements. Current code requires buildings to be sited near the sidewalk for urban development, however this presents challenges with elevating building pads out of the flood zone.	Dec-23	On-going; Transit Villages Specific Plan adopted on 10/18/2022 and is being implement (on-going).
1.2-17 Definition of Family	Amend the definition of family to comply with state law.	Dec-22	Zoning code amendment drafted and being reviewed.

1.2-18 Employee and Farmworker Housing	Pursuant to Health and Safety Code section 17021.5, define and permit employee housing in compliance with the Employee Housing Act. Revise zoning to allow farmworker housing in all agricultural zones throughout the City. Pursuant to Health and Safety Code section 17021.6, employee housing for six or fewer employees is treated as a single-family structure and permitted in the same manner as other dwellings of the same type in the same zone. Employee housing consisting of no more than 12 units or 36 beds to be permitted in the same manner as other agricultural uses in the same zone. Revise zoning to allow employee housing in all applicable zones throughout the City.	Dec-22	Zoning code amendment drafted and being reviewed.
1.2-19 Streamlined Ministerial Approval Permit Procedures	The City will review its approval processes to ensure it accommodates streamlined applications, pursuant to Senate Bill 35.	On-going	On-going
1.2-20 Extend Affordability Covenant Time Length	The City will extend the affordability covenant time length from 55 years to 99 years.	Oct-23	Zoning code amendment drafted and being reviewed.
1.2-21 Proportional Impact Fees	The City will revise its development impact fees for residential uses so that the fee is proportional to the size of the unit. The City will also provide an explanation of each fee to comply with transparency provisions of AB 602 and AB 1483.	Dec-23	Not yet started

1.3-1 Surplus Lands	Annually review and assess City-owned properties and determine if they are considered "surplus lands" pursuant to the Surplus Lands Act. Dispose of any surplus property pursuant to the act and HCD guidance. City will initiate zone changes when dispensing of surplus land to facilitate housing development for extremely low, low, and moderate income households. The City will provide technical planning assistance to the acquiring party to facilitate efficient permit processing and will inform the acquiring party of all available incentives, i.e., lot consolidation, density bonus, etc.	Annually review City-owned parcels; perform appropriate rezoning as parcels are dispensed. Seek to dispense or lease parcels twice in the planning period.	On-going
1.3-2 Inclusionary Housing Ordinance	Conduct a feasibility study on the financial viability and potential of an inclusionary housing ordinance. If appropriate and financially feasible, adopt an inclusionary ordinance to require the development of housing units for extremely low, low, and moderate income households.	Complete feasibility study by October 2023; bring forward inclusionary ordinance within 6 months of study completion.	Inclusionary Housing Ordinance adopted by City Council on 7/05/2023, and codified in new Chapter 18.230 of the Redlands Municipal Code.
1.3-3 Displacement Prevention (SB 330 and AB 1397)	Pursuant to State law, amend the Zoning Ordinance by the end of 2022 to require the replacement of units affordable to the same or lower income level as a condition of any development on a non-vacant site consistent with those requirements set forth in the State Density Bonus Law.	Dec-22	Zoning code amendment drafted and being reviewed.
1.3-4 Priority Water and Wastewater Service for Affordable Housing Developments	Adopt written policies and procedures consistent with State law.	Oct-22	Zoning code amendment drafted and being reviewed.

1.3-5 Rental Inspection Program / Landlord Registration	The Rental Inspection Program enhances the quality of rental properties and thereby the quality of life for tenants throughout the City and ensures that all rental properties are maintained in accordance with City standards. City inspectors inspect rental properties for exterior code violations and will issue corrective reports to property owners/landlords. Examples of reportable issues include: roof leaks, unsafe fire conditions, unsafe stairs, unmaintained landscaping or parking/driving areas.	On-going	On-going
1.3-6 Outreach and Education	Educate and inform landlords about AFFH through continuation of the Crime Free Program. Provide information and educational materials for Housing Choice Vouchers, foreclosure assistance programs, the state's new source of income protection (SB 329 and SB 222) on the City website and at the public counter.	Initiate by October 2022. Provide materials on an on-going basis. The website will be updated annually.	On-going
1.3-7 Homeless Support	Administer CDBG funds received from the County to service providers including local nonprofits. Prioritize funds that will assist with the development of housing for the unhoused population.	On-going	On-going; Redlands Home Key homeless housing center opened in December 2022.
1.3-8 Homeless Assistance Program	Continue the operation of homeless assistance program through the Police Department. Assist in connecting homeless individuals to local service providers, as well as continue to fund for shelter beds with available grant funding and donations.	On-going	On-going; Redlands Home Key homeless housing center opened in December 2022.

1.3-9 Facilitate Tenant Protection Act of 2019 (AB 1482) Compliance	Ensure compliance with new state tenant protection measures, including maximum annual rent increases, just cause evictions, and financial compensation requirements to stabilize residents living in areas at risk of displacement, including the area of high segregation and poverty in downtown Redlands. In coordination with Program 1.5-11, provide information to landlords and tenants regarding tenant protections and post information online and in community centers.	Ongoing. Post information within 6 months of housing element adoption. Distribute materials at outreach events twice annually.	Completed and on-going. Information for landlords tenants is provided on city's Housing webpage, and updated as needed (implementaiton is on-going).
1.3-10 Project HomeKey: Supportive and Affordable Housing	They City will establish 98 supportive housing units by converting an existing motel. The City has executed a Memorandum of Understanding with Shangri-La Industries (motel owner) and Step-Up on Second (supportive services operator).	Begin housing operations in 2024 or as soon after construction as possible	Completed. Redlands Home Key homeless housing center opened in December 2022 and began housing the target poulation in January 2023.
1.3-11 Housing Solutions Coordinator	The City will establish a position for a Homeless Solutions Coordinator (HCS). The HCS will collaborate with existing non-profits and county agencies to connect both transitory and chronically homeless individuals with resources and services, including housing, education, job assistance, medical services, and substance abuse counseling.	Fill HCS position by October 2022	Position is filled; on-going.
1.3-12 Single Room Occupancy	See program 1.2-4. (Adopt a Single Room Occupancy (SRO) ordinance to provide additional housing opportunity for low- and very low-income households near the planned Metrolink/Arrow light rail stations.)	Oct-22	Zoning code amendment drafted and being reviewed.

1.4-1 Preservation of at-risk housing	The City has an inventory of 120 publicly assisted housing units affordable to lower income households. These units are deed restricted for long-term affordability. Between October 15, 2021 and October 2029, 60 publicly assisted units at the Citrus Arms development are on a 5-year contract which has historically been renewed, however are considered at risk of converting to market rate housing. - Monitor Project Status Annually - Ensure property owners comply with extended noticing requirements under state law. - Include preservation as an eligible use in notices of funding availability. - Proactively coordinate with qualified entities. -Assist with funding or support funding applications. -Educate, support and assist tenants.	Annually	On-going
1.4-2 Rehabilitate and improve condition of existing affordable housing stock	Make available on the City website and at the Planning Department information on programs and resources available to property owners for assistance with home repairs and improvements. Direct information to property owners in low resource areas by conducting outreach once annually.	On-going	On-going

1.5-1 Place Based Improvements	The City applies for and receives an annual allocation of CDBG funds from the County. These funds are used to install and upgrade public facilities (sidewalks, alleyways, ADA accessibility improvements) in lower income neighborhoods or where civic services are offered. Prioritize CDBG funds for the development of low income housing and special needs housing, with place based improvements surrounding those projects. Specific improvements the City plans to undertake are: • Development of a 98-unit permanent affordable housing complex complete with supportive services (FY 23). • Citywide street repaving project prioritized based on road condition (ongoing). • Renovations to Texonia Park (north Redlands) (FY ’23). • Creation of a football field at Crafton Park (FY ’23). • Restroom structure replacement at Sylvan Park (north Redlands) and Ford Park (east Redlands) (FY ’23). As noted in Program 1.1-3. Place-based improvements from the Transit Village Specific Plan include: • Pedestrian and bicycle connections between the train station and the neighborhoods located north of the freeway in the New York Street Station area	Annually apply for CDBG funds, specific place based CIP projects per the CIP schedule	Transit Villages Specific Plan completed and adopted on 10/18/2022, and implementation is on-going (through individual development project proposals and various City capital improvements when feasible).
1.5-2 Coordinate with Inland Fair Housing and Mediation Board	Continue to utilize the County's contract with the Inland Fair Housing and Mediation Board to provide fair housing services, testing, and resources to residents of Redlands.	On-going	On-going

1.5-3 Promotion of Fair Housing Information	Publicize Fair Housing Information, including information about tenants' rights, landlord requirements, and recent litigation on the City's website, social media platforms, and through physical promotional material (e.g., flyers, posters).	On-going	Completed. Fair Housing information provided on city's Housing webpage, and updated as needed (implementaiton is on-going).
1.5-4 Expand fair housing outreach in communities with disproportionate needs	Amend and expand fair housing outreach to facilitate dialogue with communities facing disproportionate needs. Host a community feedback meeting annually to obtain resident feedback on community planning issues, fair housing topics, and ongoing City programs.	On-going	On-going
1.5-5 Fair Housing Reporting	Acquire and analyze data from Inland Fair Housing and Mediation Board annually to review potential areas of fair housing issues.	On-going	On-going
1.5-6 Regional Coordination	Participate in regional efforts and coordination to respond to discrimination and fair housing issues and monitor progress towards addressing impediments to fair housing choice.	On-going	On-going
1.5-7 Enforcement of Fair Housing Laws	Accept Fair Housing violation complaints and forward to the Fair Housing and Mediation Board for enforcement.	On-going	On-going
1.5-8 Increasing Residential Development and Opportunity in Transit Accessible and Smart Growth Areas	Increasing Residential Development and Opportunity in Transit Accessible and Smart Growth Areas	2023	Completed; Transit Villages Specific Plan adopted on 10/18/2022 and being implemented (on-going).

1.5-9 Mobile Home Park Preservation	Continue to implement the Mobile Home Rent Control ordinance to prevent displacement of lower-income and at risk populations.	On-going	On-going
1.5-10 NOFA / Nonprofit Housing Development	Identify funding from federal, State, and local sources to expand affordable housing opportunities within the City and share these opportunities with local service providers and the development community. Prioritize these opportunities to identified developers of low-income housing and supportive housing.	Identify and share information by October 2022. Provide materials on a quarterly basis.	Not yet started
1.5-11 Provide training for multi-family housing landlords	Continue to provide 2-day Crime-Free Multi-Housing/Rental Property Training to multi-family landlords in the City to educate landlords on a wide range of issues including eviction process, Fair Housing issues, tenant screening, acceptance of HCVs as a legitimate source of income, and others. Ensure that landlords are aware of new source of income discrimination laws.	On-going	On-going
1.6-1 Educational Campaign and Information	Promote information and tools available to facilitate ADU construction. Provide easily accessible information on the City's website, at the zoning counter. Coordinate with SBCTA to utilize regional resources and adopt policies, procedures, and standards consistent with neighboring jurisdictions to streamline ADU applications. Encourage ADU and SB 9 production in southern Redlands and high resource areas.	Identify information resources and tools by October 2022 and provide information on an ongoing basis.	Completed. ADU information provided on city's Planning Division's webpage, including current State law, and updated as needed (on-going).

1.6-2 Pre-Approved Plan Sets	Make a variety of pre-approved ADU plan sets available to facilitate reduced applicant cost and expedited review for ADUs. Ensure example plans provide choices and diversity in size to accommodate a variety of household sizes and types.	Oct-22	Completed. ADU information provided on city's Planning Division's webpage, including links to pre-approved building plans (on-going).
1.6-3 Updated ADU Regulations to meet state law	Amend the Zoning Ordinance to address multiple recent changes to state law regarding ADUs (including AB 587, AB 671, AB 68, and SB 13). Monitor state law on an ongoing basis and revise the Zoning Ordinance as appropriate.	Oct-24	In progress, draft ordinance undergoing revisions.
1.6-4 ADU Tracking and Monitoring	Annually monitor the development and affordability of ADUs. If trends indicate a potential shortfall in meeting the estimated ADUs in the sites inventory, consider additional efforts to incentivize ADU production and reassess and revise the overall sites strategy for the RHNA within one year through adjusting ADU capacity assumptions with actual permitted units, and/or identifying additional sites to expand site capacity to the extent necessary to accommodate the RHNA.	On-going	On-going
1.7-1 Reclaimed Water	Continue to require the installation of reclaimed water infrastructure by new development when feasible.	On-going	On-going
1.7-2 Lighting Efficiency	Make available and distribute informational materials during the building permit process about energy-efficient lighting for residential buildings.	Ongoing activity, post information on City website by October 2022	On-going

1.7-3 Pursue Energy Efficient/Alternative Energy Funding	Increase efficiency and pursue alternative energy opportunities.	On-going	On-going

Jurisdiction	Redlands	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Redlands	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+. For detailed reporting requirements, see the chcklist here:
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Redlands	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F2
Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2

For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).

Project Identifier					Unit Types		Affordability by Household Incomes After Conversion							Units credited toward Moderate Income RHNA		Notes
1					2	3	4							5		6
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (2 to 4,5+)	Tenure R=Renter	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Moderate Income Units Converted from Above Moderate	Date Converted	Notes
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0		

Jurisdiction	Redlands	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table G
Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						

Jurisdiction	Redlands	**NOTE: This table must contain an invenory of ALL surplus/excess lands the reporting jurisdiction owns**	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2023 (Jan. 1 - Dec. 31)		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

For San Bernardino County jurisdictions, please format the APN's as follows:9999-999-99-9999

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						

Jurisdiction	Redlands	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Not
Cells in g

Table J

Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915

Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved						
1				2	3	4						
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Unit Category** (SH - Student Housing)	**Date**	**Very Low- Income Deed Restricted**	**Very Low- Income Non Deed Restricted**	**Low- Income Deed Restricted**	**Low- Income Non Deed Restricted**	**Moderate- Income Deed Restricted**	**Moderate- Income Non Deed Restricted**	**Above Moderate-Income**
Summary Row: Start Data Entry Below												

Jurisdiction	Redlands	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenent Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, pe
Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 c

Does the Jurisdiction have a local tenant preference policy?	No
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage on their internet website containing authorizing local ordinance and supporting materials.	
Notes	

Jurisdiction	Redlands	
Reporting Year	2023	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ 300,000.00	*Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Housing Element 2021-29 preparation & completion	$241,045.00	$199,823.51	Completed	Local General Fund	Agreement ended 12/31/2023
Final EIR for Transit Villages Specific Plan	$58,955.00	$51,843.66	Completed	Other	Agreement ended 12/31/2023
City staff time reimbursement for Housing Element & TVSP	$0.00	$48,332.83	Completed	Local General Fund	Agreement ended 12/31/2023

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		**0**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	7
Low	Deed Restricted	103
	Non-Deed Restricted	50
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		150
Total Units		**310**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		**0**

City Council Meeting **G. 11.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Notice to conduct an annual review of approved Development Agreements in accordance with Chapter 18.220 of the Redlands Municipal Code (Development Services Director Desatnik)

MOTION(S):

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

I move to receive and file this notice.

RECOMMENDATION:

Staff recommends that the City Council acknowledge receipt of the notice that the following Development Agreements will be subject to an annual review for calendar year 2023 in accordance with Chapter 18.220 of the Redlands Municipal Code (RMC):

1. Mountainview Power Company
2. Robertson's Ready Mix, Ltd
3. Cemex Construction Materials, L.P.
4. Cal-Red Facility, LLC, a Delaware limited liability company, and Redlands Health Services and AV Associates
5. Redlands Community Hospital
6. ESRI (Environmental Systems Research Institute)
7. VPV State Street Village, LLC.

DISCUSSION:

Redlands Municipal Code Section 18.220.180 establishes the requirement for an annual review of approved Development Agreements. This provision provides that the City shall review Development Agreements at least once every twelve (12) months from the date of their approval. Pursuant to Government Code Section 65865.1, the applicant for a Development Agreement has the duty to demonstrate its good faith compliance with the terms of the Development Agreement at the time of the review. The City's cost for the annual review is paid by the applicant. There are currently seven (7) active Development Agreements that have been in effect for at least one year with the City.

The following provides a brief summary:

1. **Mountainview Power Company** - This project is a steam electric power-generating facility operated by Southern California Edison, located at the northeast corner of San Bernardino Avenue and Mountain View Avenue. The Agreement became effective on October 24, 2000, and extends for a 30-year period.
2. **Robertson's Ready Mix, Ltd** - This agreement implements a business license tax payable to the City quarterly, based on the tonnage mined by Robertson's within the City of Redlands. The Agreement was approved by the City Council on July 17, 2001, and remains in effect for a 65-year period.
3. **Cemex Construction Materials, L.P.** - This Agreement implements a business license tax payable to the City quarterly, based on tonnage mined or processed within the City of Redlands. The Agreement was approved by the City Council on July 17, 2001, and remains in effect for a 65-year period.
4. **Cal-Red Facility, LLC, a Delaware limited liability company; Redlands Health Services, a California Corporation; and AV Associates, a California Limited Partnership** - This Agreement is for the operation and future expansion of the Assistencia Villa, a licensed Skilled Nursing Facility located on Barton Road. The Agreement was approved by the City Council on December 2, 2003, and the term of the Agreement is for 30 years.
5. **Redlands Community Hospital** - This Agreement addresses implementation of the long-range plan for the expansion of Redlands Community Hospital. The Agreement was approved by the City Council on December 2, 2003, and the term of the Agreement is for 30 years.
6. **Environmental Systems Research Institute (ESRI)** – This Agreement addresses the long-term development and expansion of the ESRI corporate headquarters, located at 380 New York Street. The Agreement was approved by the City Council on July 5, 2005, and remains in effect for 30 years.

7. **VPV State Street Village** - This Agreement addresses development of the State Street Village project (formerly the Redlands Mall). The Agreement was approved by the City Council on July 19, 2022, and remains in effect for 15 years.

Staff is required under RMC Section 18.220.180 to first provide notice to the City Council, at a regularly scheduled meeting, that a Development Agreement will undergo an annual review in accordance with this chapter. Since these agreements all have different anniversary dates, staff historically has prepared the annual report for all the agreements at one time. Staff will be contacting the applicants, and return to Council with a review of each Development Agreement for Council's consideration within 90 days.

ALTERNATIVES:

The City Council may continue the matter and request additional information.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Sean Reilly, Principal Planner

Fiscal Impact

Discussion:

No fiscal impact to the General Fund. The cost for the annual review will be paid by the applicants.

City Council Meeting **G. 12.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopting Ordinance No. 2960 (Zone Change No. 469), requesting to change the zoning designation of the 24.4 gross acre project site to 18.89 gross acres of High Density Residential (R-3) District and 5.51 gross acres to Single Family Residential (R-1) District for development purposes (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. 2960.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2960, (Zone Change No. 469), requesting to change the zoning designation of the 24.4 gross acre project site to 18.89 gross acres of High Density Residential (R-3) District and 5.51 gross acres to Single Family Residential (R-1) District for development purposes.

DISCUSSION:

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

ALTERNATIVES:

The City Council may continue this matter in order to allow additional time to review Ordinance No. 2960.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

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

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

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

Attachments

Ordinance No. 2960 Zone Change 469

ORDINANCE NO. 2960

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE BY REVISING THE ZONING MAP (ZONE CHANGE NO. 469) TO CHANGE THE ZONING DESIGNATION OF 24.4 GROSS ACRES TO R-3, HIGH DENSITY RESIDENTIAL DISTRICT (FOR 18.89 GROSS ACRES) AND TO R-1, SINGLE FAMILY RESIDENTIAL DISTRICT (FOR 5.51 GROSS ACRES) LOCATED ON THE NORTH SIDE OF WEST LUGONIA AVENUE, SOUTH SIDE OF PENNSYLVANIA AVENUE, AND WEST SIDE OF KARON STREET (APN: 0167-171-04-0000, 0167-171-05-0000, AND 0167-171-06-0000).

WHEREAS, Redlands Summit, LLC ("Applicant"), has filed an application for Zone Change No. 469 to change the zoning designations of three parcels to R-3, Multiple Family Residential for a total of approximately 24.4 gross acres (APNs: 0167-171-05-0000, 0167-171-06-0000, and portion of 0167-171-04-0000), and to R-1, Single Family Residential for a total of approximately 5.51 gross acres (portion of APN 0167-171-04-0000), as shown on Exhibit "A" attached hereto; and

WHEREAS, the Applicant has filed concurrent applications for General Plan Amendment No. 143, Amendment No. 48 to Specific Plan No. 40 (East Valley Corridor Specific Plan), Tentative Parcel Map No. 20469, Tentative Tract Map No. 20490 and No. 20491, and Commission Review & Approval No. 940, 941 and 942 for a residential development located on the north side of West Lugonia Avenue, south side of Pennsylvania Avenue, and west side of Karon Street (APN: 0167-171-04-0000, 0167-171-05-0000, and 0167-171-06-0000) (the "Project"); and

WHEREAS, the California Legislature has consistently recognized the continuing need for new housing units and affordable housing in California, stating in Government Code Section 65580, that "the availability of housing is of vital statewide importance, and the early attainment of decent housing… is a priority of the highest order" and, further, that, "local… governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community"; and

WHEREAS, the City of Redlands adopted its 6th Cycle Housing Element (the 2021-2029 Housing Element) on October 4, 2022, the City will implement numerous policies and programs as outlined in the 2021-2029 Housing Element, and the City intends to rezone certain parcels identified in the Housing Sites Inventory List to accommodate future high-density housing including housing affordable to lower-income households; and

WHEREAS, the Housing Sites Inventory List contained in the City's 2021-2029 Housing Element includes two parcels (APNs 0167-171-04-0000 and 0167-171-05-0000) within the proposed project site that are to be rezoned for future housing projects; and

WHEREAS, the proposed Project is consistent with the 2021-2029 Housing Element, and approval of Zone Change No. 469 is necessary to achieve consistency with the goals of the new 2021-2029 Housing Element as well as the pending rezoning program contained therein; and

WHEREAS, on January 23, 2024, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony and the written evidence submitted by staff; and

WHEREAS, on January 23, 2024, the Planning Commission held a public hearing and considered the application materials, the testimony, and the written evidence submitted by the applicant and by members of the public; and

WHEREAS, following the public hearing on January 23, 2024, the Planning Commission determined that the proposed change to the City's Zone Map for the subject properties would be in conformity with the proposed General Plan land use designation (upon approval of the proposed General Plan Amendment) for the subject properties; and

WHEREAS, on January 23, 2024, the Planning Commission recommended to the City Council that the proposed Zone Change be approved; and

WHEREAS, the proposed project is subject to the California Environmental Quality Act (CEQA) and a Mitigated Negative Declaration was prepared and adopted for the proposed project pursuant to CEQA Guidelines Section 15074; and

WHEREAS, on or about February 23, 2024, notice of the City Council's public hearing for the proposed project was published in the Redlands Daily Facts by the City Clerk; and

WHEREAS, on March 5, 2024, the City Council held a public hearing and considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the applicant, and testimony by members of the public; and

WHEREAS, following the public hearing on March 5, 2024, the City Council determined that approval of the proposal is in the best interests of the public health, safety, and general welfare.

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

Section 1. General Plan Consistency. The City Council of the City of Redlands finds that Zone Change No. 469 will be consistent with the 2035 General Plan (as amended). Zone Change No. 469 is consistent with the City's 2021-2029 Housing Element that plans for the development of a total of 3,516 new dwelling units (the City's allocation of the Regional Housing Needs Assessment) including very low- and low-income households. The proposed project will develop a total of 541 dwelling units, including 28 very low-income affordable housing units within the project, on two parcels that are currently identified in the 2021-2029 Housing Element as future housing sites. The proposed project is consistent with numerous General Plan policies and actions, and the project will not otherwise result in any inconsistencies within the 2035 General Plan.

Section 2. Approval. The Zone Change of 24.4 gross acres from Special Development (EV/SD) District of the East Valley Corridor Specific Plan to 18.89 gross acres of High Density Residential (R-3) District and 5.51 gross acres to Single Family Residential (R-1) District located on

the north side of West Lugonia Avenue, south side of Pennsylvania Avenue, and west side of Karon Street (APNs 0167-171-04-0000, 0167-171-05-0000, and 0167-171-06-0000), as more particularly shown on the map attached hereto as Exhibit "A," is hereby approved.

Section 3. Effective Date. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect in accordance with law.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at a regular meeting thereof held on the 19th day of March, 2024.

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A-1
ZONE CHANGE NO. 469 AREA
(EXISTING ZONING DISTRICTS)

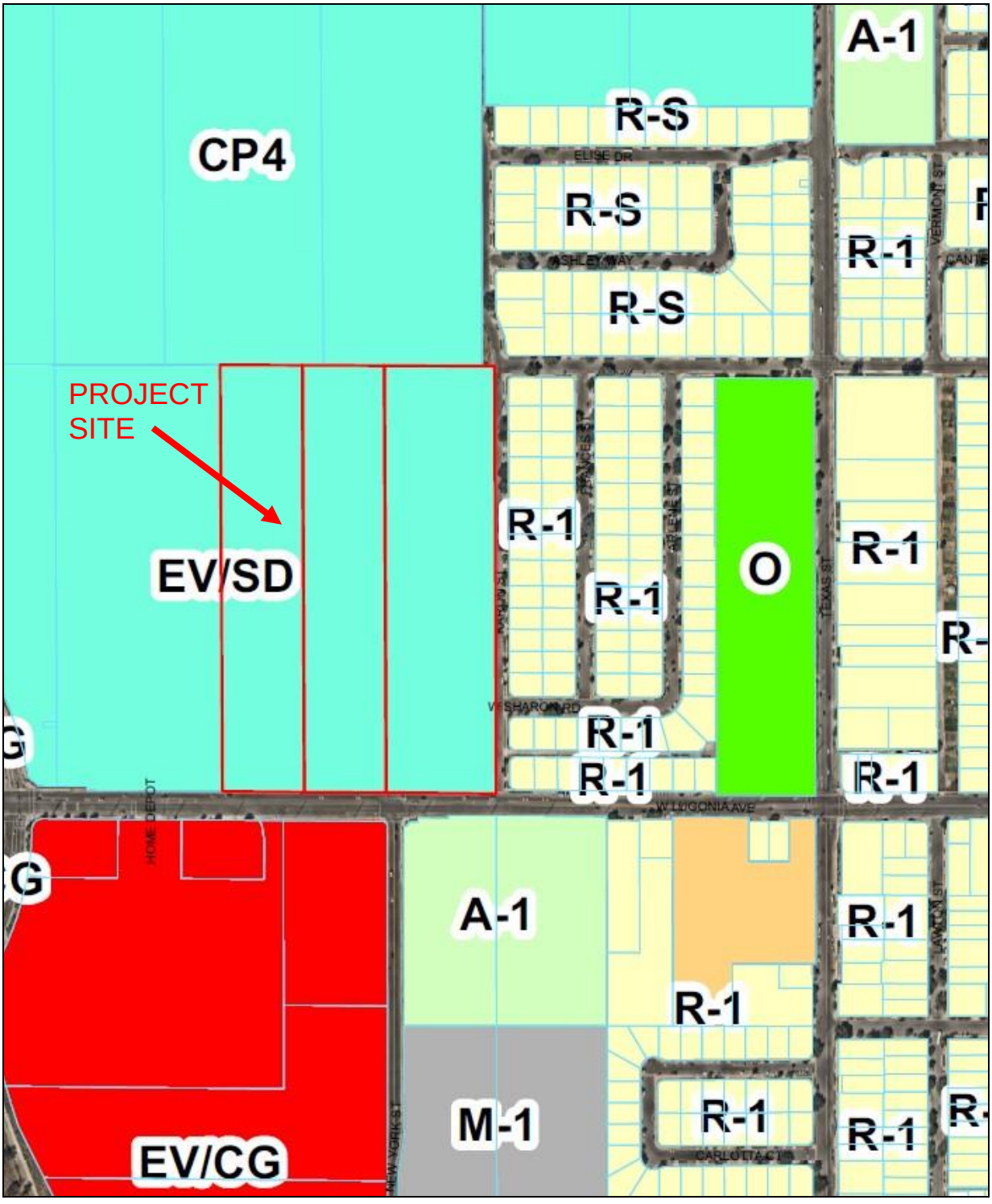
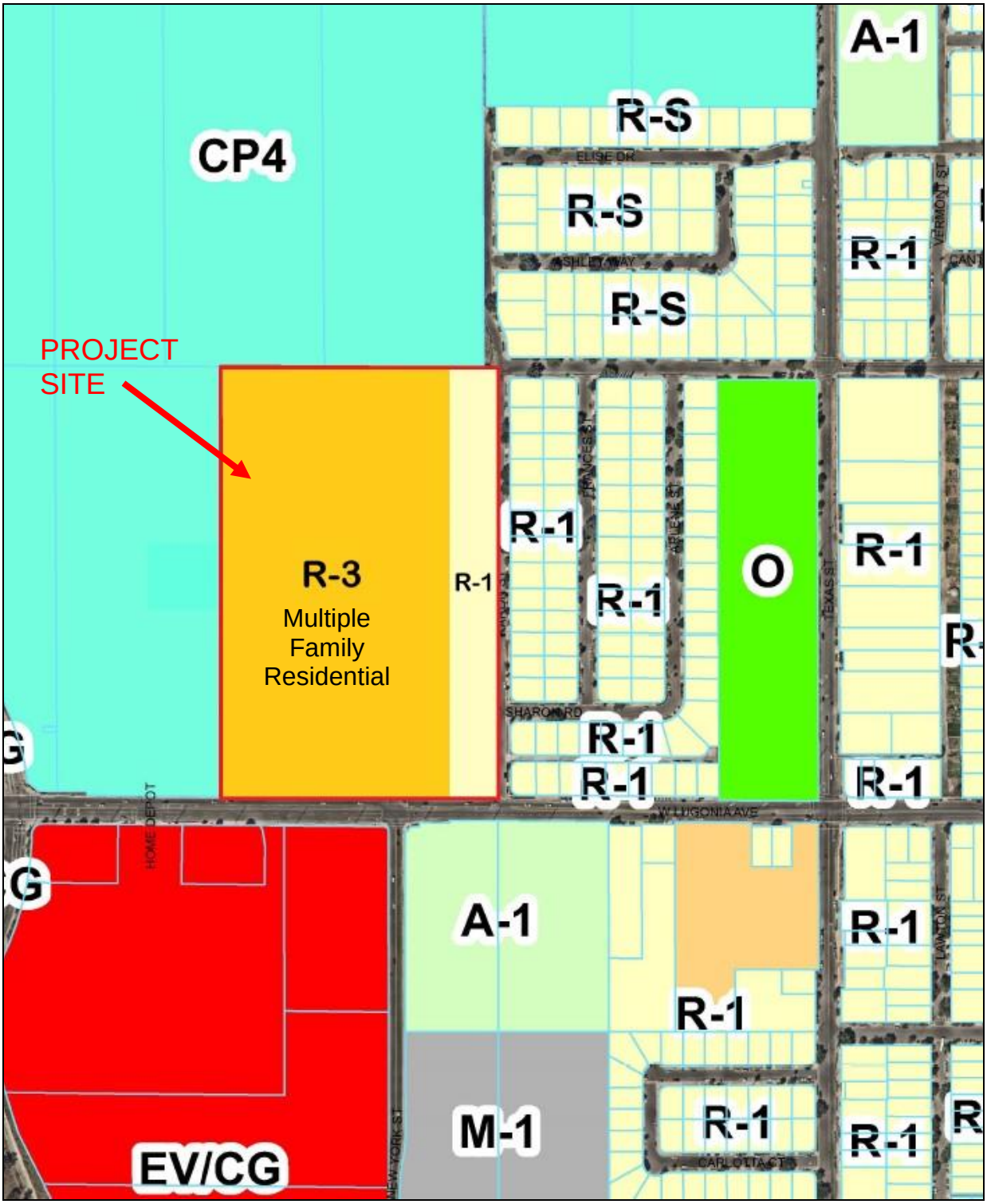


EXHIBIT A-2
ZONE CHANGE NO. 469 AREA
(PROPOSED ZONE CHANGE WITH R.M.C. TITLE 18 ZONING)



City Council Meeting **G. 13.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Receive and file the Annual Report of the Airport Advisory Board (Facilities and Community Services Director Crocker)

MOTION:

I move that the City Council receive and file the Annual Report of the Airport Advisory Board.

DISCUSSION:

Per Section 2 of Resolution No. 6757 adopted by council on October 21, 2008, each City advisory board and commission established by the City Council shall submit to the City Council an annual progress report and recommended implementing tasks to achieve its goals for the succeeding year. Such implementing tasks shall be developed in consultation with the City staff and Council Member liaisons. Attached to this staff report is the Annual Report as prepared by Jason Golembeski, Airport Advisory Board Chair.

Attachments

Annual AAB Council Report

2024 Airport Advisory Board Update

The board has had a strong but volatile year. We have struggled to maintain our ranks and have seen valuable members resign. With a full AAB we could improve our city with a wider range of perspectives.

Throughout the year the AAB has tried to keep the pulse of the airport and the community as a whole. This year the airport was home to great events that help gain community involvement and education. The airport was host to a blood drive, a toy drive and many other gatherings(facilitated by Redlands Airport Assoc.). With the help of Airport management, RAA and others in the community Redlands Airport also held aerobatic competition as well as a “plane-or treat” events. The “plane-or-treat” brought hundreds of community members and kids to the airport. These types of events are crucial to promoting the airport and getting the public involved.

In 2024 AAB members discussed critical safety, infrastructure and airspace related topics. With an eye towards continuous improvement the board leaned in on important topics. Some of the more highly discussed topics regarded airspace encroachment from SBD, Financial review of projects at REI, and continuous improvement topics (e.g Airport expansion, aircraft wash rack construction and beacon tower restoration). We were able to hear community members speak on most of these topics and always could get clarification from staff if needed.

The AAB continues to be the primary resource for community members to come speak on or hear what is happening at the Redlands Municipal airport. As Chair my aim is to keep this open communication up and continue to improve Redlands airport and our community.

Jason E. Golembeski
Airport Advisory Board Chair

City Council Meeting **G. 14.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Artwork Loan and Display Agreement with Ben Allanoff for the loan of public art to be displayed on city property and determine that the agreement is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that approval of the Artwork Loan and Display Agreement is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve an Artwork Loan and Display Agreement with Benjamin Allanoff.

RECOMMENDATION:

Commission Recommendation:

The Cultural Arts Commission recommends that the City Council approve an Artwork Loan and Display Agreement with Benjamin Allanoff for the loan of an art sculpture titled "Sunfair," to be displayed on City property in accordance with the City's Art in Public Places program. The agreement is for a term of two years at a cost not to exceed $3,000.

Staff Recommendation:

Staff recommends City Council approve the Artwork Loan and Display Agreement with Benjamin Allanoff for the loan of an art sculpture titled "Sunfair,"

to be displayed on City property in accordance with the City's Art in Public Places program. Additionally, staff recommends that the City Council determine approval of the proposed agreement is categorically exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Cultural Arts Commission (Commission) promotes public interest in the arts, recommends new art programs and funding for those programs, and recommends to the City Council policies to encourage, develop, and support the arts in Redlands. The Commission also advises the City Council on the administration of the City's Art in Public Places program.

In March 2022, a call for artists was posted with the Western States Arts Federation (WESTAF) for the City's Art on Loan program. Based on those submissions, the Commission is now recommending that the City Council establish an agreement with Benjamin Alanoff for the loan of an art sculpture titled "Sunfair." A photo of the art sculpture is attached for reference. The Commission is recommending the art sculpture be placed within the City's Community Park. If the City Council concurs with the Commission's recommendation, the installation of the sculptures will represent the twelfth Art in Public Places sculptures recommended by the Commission and approved by City Council.

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15301 as the proposed improvements do not increase the existing operational capacity or expand use of city facilities, enabling a categorical exemption from CEQA under section 15301 for existing facilities.

ALTERNATIVES:

City Council may elect not to approve the Art on Loan Agreement and provide direction to staff.

STRATEGIC PLAN:

Priority A - Quality of Life, Strategic Objective 1. Beautification, Arts and Culture.

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

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

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

PREPARED BY:
Tricia Swope, Manager, Facilities and Community Services

Fiscal Impact

Fiscal Year:	FY 2023-24
Amount:	$3,000
Budgeted Y/N:	Y
Account No.:	101300

Discussion:

Funding for this expenditure is included in the Facility and Community Services Department's budget for FY 2023-24 as approved by City Council.

Attachments

A. Agreement with Benjamin Allanoff

B. Sunfair Photo

ARTWORK LOAN AND DISPLAY AGREEMENT

This agreement for the loan and display of artwork ("Agreement") is made and entered into this 19th day of March 2024 (Effective Date), by and between the City of Redlands, a municipal corporation ("City"), and Benjamin Allanoff, an individual ("Artist"). City and Artist are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, in support of the City's Art in Public Places program, City's Cultural Arts Commission ("Commission") has considered the submission of various artworks for the purpose of display within the City; and

WHEREAS, the Commission has selected an artwork created by Artist, titled "Sunfair" (the "Artwork"), as depicted in Exhibit "A" attached hereto; and

WHEREAS, the Commission has recommended to the City Council of the City of Redlands that the Artwork be displayed within City's Community Park at a precise site to be determined by City (the "Site"); and

WHEREAS, it is the desire of City and Artist to set forth their respective obligations, and the terms and conditions, for City's display of the Artwork within the City;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is mutually agreed by the Parties as follows:

AGREEMENT

Section 1. Compensation.

1.1 Artist hereby permits City to display the Artwork for a period of twenty-four (24) consecutive months (the "Display Period"), commencing upon the installation of the Artwork. The Display Period shall end twenty-four months from the installation date, unless earlier terminated as provided for herein.

A. In consideration of Artist's loan and permission for City to display the Artwork, City shall pay Artist the sum of three thousand dollars ($3,000) (the "Payment"). The Payment shall be payable in two installments. The first installment of two thousand dollars ($2,000) shall be payable upon City's installation of the Artwork. The second installment of one thousand dollars ($1,000) shall be payable upon City's removal of the Artwork.

B. City's obligation to make the full Payment to Artist is expressly conditioned upon Artist's timely removal of the Artwork from the Site, to the satisfaction of City. Notwithstanding the foregoing, Artist shall not be entitled to any portion of the Payment in the event this Agreement is terminated, for any reason, prior to City's installation of the Artwork.

Section 2. Installation of the Artwork.

2.1 Artist shall have the sole obligation and liability to transport the Artwork to the Site, within ninety (90) days of the Effective Date of this Agreement.

2.2 City shall have the sole obligation and liability for installation and removal of Artwork at City's sole expense.

2.3 City shall provide Artist with thirty (30) days prior written notice before removal of the Artwork from the Site. Artist shall have the sole obligation and liability of transporting the Artwork from the Site. If Artist fails to transport the Artwork from the Site at the time of City's removal, then City may remove and dispose of the Artwork as City deems necessary or appropriate, in City's sole discretion, and City may withhold any remaining balance of the Payment. Expenses incurred by City for the disposal of the Artwork in excess of any balance of the Payment then held by City shall be the obligation and liability of Artist who shall reimburse City for the same.

Section 3. Sale of the Artwork.

3.1 Artist may sell the Artwork during the term of this Agreement and, if sold, may assign Artist's rights under this Agreement. However, under no circumstance shall sale of the Artwork terminate this Agreement or adversely affect City's rights hereunder including, but not limited to, City's right of display. Artist shall immediately provide written notification to City upon the sale of the Artwork, and name and contact information for the purchaser of the Artwork. Regardless of any sale, the Artwork shall remain at the Site for no less than six (6) months from the date of installation. Removal of the Artwork is the sole financial responsibility of Artist. City shall be notified at least two (2) weeks prior to removal in order to facilitate work orders for traffic control of the Site. If the Artwork is sold during the term of this Agreement, Artist shall obtain a City of Redlands business license.

Section 4. Liability for Damage.

4.1 Artist represents and warrants that the total value of the Artwork is Six Thousand Dollars ($6,000). City shall insure the Artwork against damage or loss in the amount of Six Thousand Dollars ($6,000), which the Parties agree is the fair market value of the Artwork and the full extent of City's liability in the event of its damage or loss.

4.2 City's obligation to provide insurance is solely for the duration of the term of this Agreement, and only while the Artwork is located on City property. Artist is responsible and liable for any damage or destruction of the Artwork that may occur during transportation of the Artwork to and/or from the Site, and during installation and during removal.

Section 5. Ownership and Moral Rights.

5.1 The Artwork shall remain the property of Artist during the term of this Agreement.

5.2 During the term of this Agreement, City shall not make any alterations to the Artwork.

For purposes of this Agreement, the term "alteration" shall mean repair, restore, modify, remove, relocate, sell, dispose of, distort, destroy, mutilate, or deface.

5.3 Artist waives any and all claims, with respect to the Artwork against City, and its elected and appointed officials, officers, employees, and assigns (current and future), arising under the Federal Visual Artists Rights Act, the California Art Preservation Act, and any other local, State, Federal or international laws that convey rights of the same nature as those conveyed under the Civil Code, or any other type of moral right protecting the integrity of works of art. City has no obligation to pursue claims against third parties to remedy or prevent alteration of the Artwork. However, City may pursue claims against third parties for damages, or to restore the Artwork if it has been altered without Artist's authorization.

5.4 Artist hereby grants City the right to photograph, film, videotape, or otherwise depict the Artwork at any time during the term of this Agreement, and to use such photographs, film, videotapes, or depictions at any time thereafter for purposes of promotion relating to the exhibition of the Artwork or City. Such reproduction and images of the Artwork which feature the Artwork as art for publicity, promotion, and educational purposes shall, to the extent reasonably possible and appropriate, give reference to Artist. Reproduction and images of Artwork in which the purpose of the reproduction or image is predominantly unrelated to the Artwork shall not require reference to Artist.

5.5 Artist assigns to City all rights under the Copyright Act of 1976 for the Artwork produced under this Agreement. Notwithstanding the foregoing, City and its assigns are not responsible for defending the Artwork against any third-party infringement of copyright and for protecting the attribution rights of Artist. Any registration of a copyright under the State's Register of Copyrights shall be the sole responsibility of City, and the costs of such registration shall be borne by City.

5.6 Ownership of, and title to, the Artwork shall remain with Artist in accordance with Section 5.1 hereof. Artist hereby retains the right to collect the royalty payment provided by Civil Code Section 986. Artist agrees that City is not obligated to make any royalty payments to Artist pursuant to Civil Code Section 986.

Section 6. Artist's Representations and Warranties.

6.1 Artist represents and warrants that:

A. Artist is presently the sole owner of the Artwork and any copyrights therein, and has the full power to enter into and execute this Agreement to City;

B. The Artwork is unique and original and solely the result of the Artistic effort of Artist, does not infringe upon any copyright or rights of any person, and is free and clear of any liens or disputes related to property, intellectual or any other rights;

C. The Artwork is free from defective, or inferior materials and workmanship or inherent deficiencies or qualities that cause or accelerate deterioration; and

D. No person has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage, or contingent fee and that no member of City has any interest, financially or otherwise in Artist's business.

Section 7. 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
City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531

ARTIST
Benjamin Allanoff
5255 Sunfair Rd
Joshua Tree, CA 92252
ben.allanoff@gmail.com
(310) 908-5505

Section 8. Insurance and Indemnification. Artist shall defend, indemnify, and hold harmless City, and its elected and appointed officials, officers, employees and agents from and against all liabilities, obligations, losses, damages, judgments, costs and expenses, including attorneys' fees, court costs and other litigation costs, arising from or in connection with, any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artist or Artist's employees or agents, or any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Artist or Artist's employees, agents, contractors, or subcontractors, in connection with the Artwork.

Section 9. Non-Discrimination. Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, national origin, or disability in connection with, or related to, the performance of this Agreement.

Section 10. Assignability and Modification. Artist shall not assign or transfer any interest in this Agreement nor the performance of any of Artist's obligations hereunder, and any attempt by Artist to assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect, without the prior written consent of City.

Section 11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 12. Entire Agreement. This Agreement, including its exhibit and recitals, embodies the entire understanding between the Parties with respect to the Artwork. There are no other

agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. Any waiver of any breach of violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

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

CITY OF REDLANDS	ARTIST
_____	_____
Eddie Tejeda, Mayor	Benjamin Allanoff

ATTEST

_____

Jeanne Donaldson, City Clerk

EXHIBIT "A"

Artwork by Benjamin Allanoff
"Sunfair"



EXHIBIT "B"

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.

ARTIST

By:_____ Date:_____

Benjamin Allanoff

Artwork by Benjamin Allanoff
"Sunfair"



City Council Meeting **G. 15.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for commercial vendors and the temporary closure of a portion of 5th Street for the Stronger Together Now Giving Sunday within Ed Hales Park on Sunday, April 28, 2024; approve a request for in-kind support in the amount of $1,969.00 related to the event and determine that the event is categorically exempt from environmental review pursuant to Section 15311 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 this event is categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to authorize the closure of a portion of 5th Street from 9:00 a.m. to 7:00 p.m. on April 28, 2024; and
3. I move to approve the expenditure of city resources and in-kind support in the amount of $1,969.00 related to the event.

RECOMMENDATION:

Staff recommends that the City Council direct staff accordingly related to the street closure request for a portion of 5th Street from 9:00 a.m. to 7:00 p.m. and the request for commercial vendors for the Giving Sunday event hosted by Stronger Together Now on April 28, 2024, within Ed Hales Park. Staff further recommends City Council direct staff accordingly concerning expenditure for in kind support.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon issuing a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community.

The non-profit organization, Stronger Together Now (STN), has hosted other events in Redlands and is requesting to hold the Giving Sunday event on April 28, 2024 at Ed Hales Park. The event will be held from 11:00 a.m. to 6:00 p.m. and includes 50 different food and commercial vendors. STN is also requesting a temporary street closure of 5th Street from E. State Street to the public parking lot entrance between the hours of 9:00 a.m. to 7:00 p.m for the location of the vendor booths and for the set-up and dismantling of the event. In addition to the commercial vendors, there will also be live music, kids' activities, service organizations and non-profit organizations participating in the event. STN is requesting in-kind support in the amount of $1,969.00 for departmental resources including personnel and equipment for the Facilities and Community Services Department.

City Councils' approval is required for the event as the municipal code prohibits commercial activity within city parks and does not permit special events to take place within a city street. Should the City Council elect to approve the event, the following requirements will apply. The event will be held within the park perimeter and along 5th Street between E. State Street and the public parking lot entrance. All commercial vendors shall have a current City of Redlands business license to participate in the event; and the event shall comply with all County of San Bernardino Health Permit regulations.

ALTERNATIVES:

The City Council may elect to deny the event.

STRATEGIC PLAN:

Priority A - Quality of Life, Strategic Objective 1. Beautification, Arts, and Culture. Enhance community events to better reflect Redlands' diversity and demographics.

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

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

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

PREPARED BY:
Sara White, Administrative Assistant II

Fiscal Impact

Fiscal Year: FY 2023/24

Amount: $1,969.00

Discussion:

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

Departmental Charges (Personnel & Equipment)	**April Event**	**Type**	**2024 Amount**
Police Personnel[1]	$0.00	Hard Cost	$0.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$1,871.00	Hard Cost	$5,613.00
Personnel & Equipment Subtotal	**$1,871.00**		**$5,613.00**
Fees Established by City Council Resolution			
Park Reservation	$98.00	Soft Cost	$294.00
FCS Equipment	$0.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal			
Total Departmental Charges and Fees	**$1,969.00**		**$5,907.00**

	$1,871**.00** (hard) **$98.00** (soft) **$1,969.00 (Total)**		**$5,613.00** **$294.00** **$5,907.00**

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

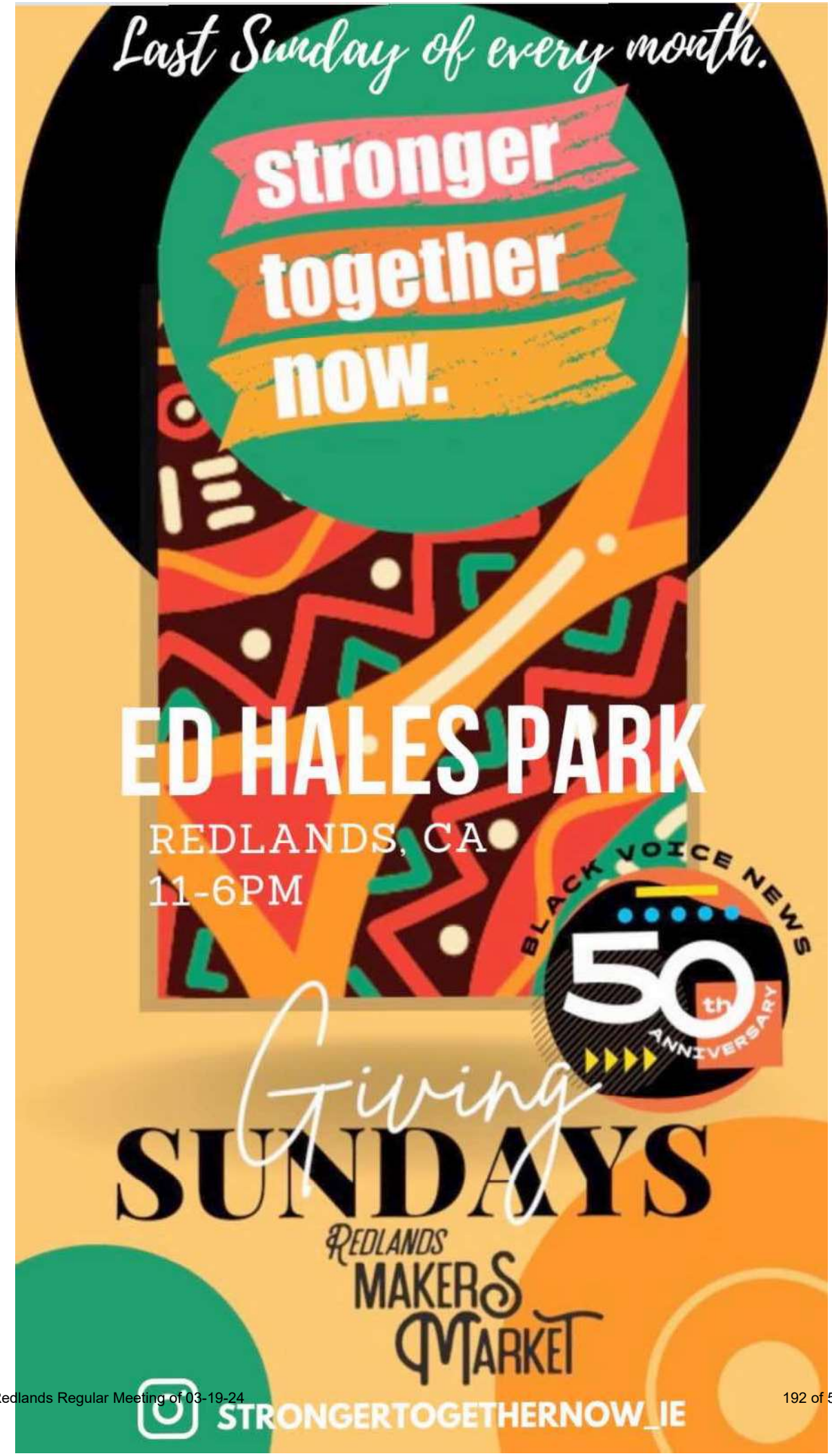
The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2023-24 to date:

TABLE 2: FY 2023-24 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$220,365.14	$15,789.96	$	$236,155.10	$236,155.10

Attachments

Event Map
Park Reservation
Street Closure Request
In-Kind Support


Last Sunday of every month.
stronger
together
now.
ED HALES PARK
REDLANDS, CA
11-6PM
BLACK VOICE NEWS
50th ANNIVERSARY
Giving
SUNDAYS
REDLANDS
MAKERS
MARKET
STRONGERTOGETHERNOW_IE


Vendor types
Accessories/Jewelry
Bath & Beauty
Beverage
Clothing
Entertainment
Food - Dessert
Food - Main
Food - Main/Dessert
Food - Snack
Health & Beauty
Homegoods
Non Profit
Service - Funeral
0 10 20 Feet

CITY OF REDLANDS – Facilities & Community Services Department
FORMAL PARK RESERVATION REQUEST

35 Cajon Street, Suite 222, P.O. Box 3005, Redlands CA 92373 (909) 798-7655 FAX (909) 335-6098

(Reservations taken year-round. No reservations made without fees/deposit paid and completion of form.)

Date/Time of Activity 4/28/24 Date/Time of Set-up 9-11am Estimated Attendance 1500

Requested Park: Brookside Community Crafton Brookside Ed Hales Ford
Jennie Davis Prospect Smiley Sylvan Texonia Other_____

Name of Organization/Individual Stronger Together Now; Janelle Guerrero

Address 511 S University St City Redlands State CA Zip 92374

Phone (W/H) 213-595-8735 (C) _____ (Email) strongertogethernowie@gmail.com

Nature of activity (describe in detail): Giving Sundays is a collaborative effort to bring a free-market and artisan market to the community, we rely on local drives to provide resources to surrounding underserved communities. We also provide resources locally to those in need.

Ed Hales park is Handicap accessible, has port-a-potties, hand-sanitizing station, electricity, lighting, trash bins & center stage that allows for direct engagement.

☐ **City Department** ☒ **Redlands Citizen** ☐ **Non-Citizen**

Type of Equipment Set-up by Event Coordinator(s)

__Tables Chairs EZ Ups Decorations Flowers____Food____Stereo____Porta Potty____Temporary Trash Bins____Electricity
____Other_____

Type of Vendor/Service

___Jumper___Caterer___Clown___Face painter_____Police_____Fire_____Other volunteers, staff, admin

Per Municipal Code 12.44.050 Outside sales are not allowed without express permission by the Quality of Life Director.
Per Municipal Code 12.44.190 No person shall cook or prepare on areas except for those specifically designated.
Per Municipal Code 5.04.090 All vendors are required to have a current business license with the City of Redlands.

Sylvan Park Picnic Areas

all **Section "A"** (select tables desired)
1 2 3 4 5 6 7 8 9
10 11 12 13 14 15 16 17

_____ **Gazebo** Times: _____ am/pm to _____ am/pm Total Hours ___

all **Section "C"** (select tables desired)
1 2 3 4 5 6 7

_____ **Covered Picnic Area** Times: _ am/pm to _____ am/pm Total Hours ___

Application for Amplified Sound/Other Equipment

Type of amplification/other equipment mixer, dj controller, speakers, sub speakers, mics, amps

Nature of Use Entertainment, Communication with audience Time of day to be used 11am am/pm to 6pm

Chapter 12, Redlands Municipal Code

Applicant shall comply with all City laws governing use of Redlands parks. Applicant shall defend, indemnify and hold harmless the City and its respective officials, officers and employees from and against any and all claims, lawsuits, damages, losses, injuries, costs and liabilities for injury (including death) to persons or property arising from or associated with applicant's and applicant's officers', employees', agents' and invitees', negligent or intentionally wrongful acts or omissions in conducting applicant's activity allowed by the approved reservation request (Permit). Applicant Initial JMG

NOTE: This permit is subject to immediate cancellation by any Police Officer or agent of the City who determines that any provision(s) of the City's Municipal Code have been violated.

Applicant may be required to provide the City, for review and approval, certificates of insurance for public liability insurance to protect against loss from liability for damages on account of bodily injury and property damage arising from applicant's activity. Such insurance shall name on the policy or endorsement, as additional insureds, the City of Redlands and its respective elected officials, officers, employees and agents. Such insurance shall include not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate of comprehensive general liability insurance, including bodily injury and property damage coverage, together with such other additional coverage as the City's Risk Manager may determine to be prudent. Insurance coverage shall be maintained for the duration of applicant's activity. Proof of Insurance Policy No. NPP 1605735 Insurance Company Shahinian insurance services, inc.

Signature of Applicant _____ Date 10/28/23

OFFICE USE ONLY

_ ____ Approved ____ Not Approved Authorized Signature _____ Date _____

Requirements: _____

CITY OF REDLANDS
FACILITIES & COMMUNITY SERVICES DEPARTMENT

PARK RESERVATION FEES

The following fees are established for reservations of parks and facilities and are paid by all users. All reservations/permits are for use by fifty or more persons

Redlands Bowl	$ 121.00	
Stage (outdoor area of Posellis only)	$ 20.00	per hour
Prosellis (includes stage area)	$ 25.00	per hour
Bowl	$ 25.00	per hour
Mandatory Park Attendant	$ 50.00	per hour
Avice Meeker Sewall Theatre	$ 121.00	
Apron (full stage not available)	$ 20.00	per hour
Mandatory Park Attendant	$ 50.00	per hour
Sylvan Park	$ 121.00	
Section A (Group Picnic) Tables 1 through 8 (seats 128)	$ 30.00	
Section A (Group Picnic) Tables 9 through 17 (seats 64)	$ 30.00	
Section A (Group Picnic) Tables 17 through 25 (seats 64)	$ 30.00	
Section C (Group Picnic) Tables 1 through 7 (seats 65)	$ 30.00	
Rose Garden	$ 25.00	
Covered Picnic Area (Shelter Area)	$ 40.00	
Gazebo	$ 40.00	
All Other Parks	$ 94.00	

Prospect Park Sign	$ 63.00

Clean-up Deposit (refundable)	
up to 50 persons	$ 100.00
50 to 150 persons	$ 200.00
150 or more persons	$ 300.00

Per Resolution No. 8045 effective 12/03/2019

Park Rules and Information

1. All park facility reservations must be made a minimum of 7 working days in advance and must be accompanied by full payment. Reservations taken year round.
2. Groups of more than 50 persons must make reservations per City Ordinance.
3. No vehicles allowed on park grounds at any time under any circumstances this includes loading and unloading.
4. BBQ grills are first come, first serve. Users are responsible for cleaning.
5. Volleyball courts and baseball diamond on park grounds are available on first come first serve basis.
6. Pets must be restrained at all times while in park.
7. No horseshoe playing on grass. Pits are available on park grounds on first come, first serve basis.
8. In case of any problems call police at 798-7681 for assistance. STANDBY NUMBER **909-557-6635**
9. No refunds for inclement weather or no shows. If you wish to cancel prior to the reservation date, a 10% administrative fee will apply.
10. It is your responsibility to prove your reservation to police and other parties.
11. Pony rides, dunk tanks and erecting of tents or volleyball nets, or any equipment that would involve stakes into the ground are strictly prohibited.
12. Air jumps are not encouraged and require an insurance policy in the amount of $3,000,000 naming the City of Redlands as additional insured. Reservations/ permits are required regardless of number in group when bouncers are brought into the park.

Park Rules by Ordinance

(For complete text, see Redlands Municipal Code Chapter 12.44)

12.44.090 AMPLIFIED SOUND - PERMIT REQUIRED

It is unlawful for any person to install, use, and operate within a park a loudspeaker or any sound amplifying for the purposes of giving instructions, directions, talks, addresses, or lectures, or of transmitting music to any persons or assemblages of persons in a park, or in the vicinity thereof, except when installed, used, or operated in compliance with one of the following provisions: A. By authorized law enforcement or park and recreation personnel: or B. Under a reservation or permit issued by the Director, and when operated in accordance with terms of that reservation or permit.

12.44.100 AMPLIFIED SOUND - GRANT OR DENIAL OF PERMIT

A. In determining whether to grant or deny a permit, the Community Services Administrator shall be guided by the following considerations:

1. The extent to which sound may carry into private or residential areas of the City.
2. Any actual conflict with other scheduled park uses or events.
3. The necessity for careful and safe provision of electricity and the safety of individuals near such electrical sources.

B. The Director shall not deny a permit on the basis of any dislike for or disagreement with the content of any proposed talks, addresses, lectures, or musical presentations.

12.44.130 AMPLIFIED SOUND - REGULATION OF VOLUME

If, at any time, the Police Department determines that the sound produced by an amplified sound system in a park is unreasonably interfering with other persons using a park or with nearby residents in the comfortable and reasonable enjoyment of their premises, an officer shall request the person in charge of the assembly, or any other person appearing to be involved in the production of the sound, to immediately reduce the level thereof. If the sound is not reduced within five minutes to a reasonable level, the officer shall immediately contact the Parks Division standby person to curtail the power source.

12.44.140 FIREARMS, FIREWORKS AND TOY WEAPONS PROHIBITED

No person shall carry or discharge firearms, firecrackers, rockets, torpedoes, or other types of explosives, or carry or discharge any air gun, or pistol, or any sling shot or similar device, or any bows and arrows, or carry or use any object calculated to make a noise sufficient to disturb the peace or quiet of the park, or bring into any park any of the above objects or articles, and if such objects or articles are brought into any public park, the person or persons so bringing them in will be subject to having them taken away from his person by the proper authorities.

12.44.230 PERMIT REQUIRED TO SELL MERCHANDISE

No person shall sell or offer for sale any merchandise, article or thing, except by permit from the Director. Non-profit organizations may sell goods only if specially authorized by the Director upon the approval of the person using the facility at the time such non-profit group proposes to sell goods.

12.44.250 PARK HOURS

No person shall stay or remain in any public park between the hours of 9 p.m. and 6 a.m. of the following day without permission of the Director. The provisions of Sections 12.44.100 and 12.44.110 shall govern the granting or denial of such permission.

12.44.270 DRINKING OF ALCOHOLIC BEVERAGES

No person shall drink or consume any alcoholic beverages or liquors in any open area of any public park. A person may drink or consume alcoholic beverages or liquors in public parks only in enclosed public areas as defined by resolution of the City Council pursuant to a written permit from the Director. The enclosed area is comprised of those areas which have been approved for use and secured by a barrier, portable fence, screen or other materials approved by the City Council.

12.44.280 RESERVATION – RESPONSIBILITY

The Director shall be responsible for scheduling and controlling the use of parks, or portions thereof, for the maximum benefit and participation by interested persons or groups, both public and private. All reservable areas in Sylvan Park shall be subject to reservation according to the rules and regulations of the Park Division. Activities sponsored by the Parks Division or Recreation Department shall be given preference in the use of City parks.

12.44.320 RESERVATIONS - FORMAL PERMIT – CONDITIONS

The Director may impose such reasonable conditions upon the issuance of the formal permit as he deems necessary for the protection of the public health, safety, and welfare, including, without limitation, conditions related to time, place, frequency, duration, fees, consumption of alcoholic beverages, maximum attendance, parking restrictions, and placement of apparatus and equipment. Such conditions and fees shall be set forth in writing and delivered to persons applying for reservations at the time an application is requested.

12.44.390 INSURANCE

Any person or group holding an event requiring a permit under this Chapter within any City park shall provide evidence of current insurance with the City named as an additional insured insuring the City from any and all liability for injury to persons or property resulting from the activity. The minimum amount of such insurance shall be determined by the Risk Manager in his/her discretion. This section shall not apply to City sponsored activities.

12.52.130 ABUSE OR MUTILATION OF PUBLIC TREES

Unless specifically authorized by the Parks Maintenance Superintendent, no person shall . . . allow any rope, wire, nails, advertising posters or other contrivance to be attached to any publicly owned tree.

City of
REDLANDS
Incorporated 1888
QUALITY OF LIFE
DEPARTMENT
City of Redlands
35 Cajon Street, Suite 222, Redlands, CA 92373
909-798-7655
Christopher Boatman
Quality of Life Director

Park Reservation/ Special Events Permits
Insurance Requirements

The Special Event Holder shall secure and maintain the insurance coverage described below for the duration of the Event, and such insurance shall act as primary coverage with respect to any insurance or self-insurance programs maintained by the City.

- ***Single Day Event***-
  - General Liability Insurance:
    - One Million Dollars ($1,000,000.00) Per Occurrence
    - The City of Redlands must be named as an Additional Insured
    - Event Name, Date, and Location should be noted in the Certificate's Description field

  Only required if alcohol is being served or sold at the Event:
  - Liquor Liability Insurance
    - One Million Dollars ($1,000,000.00) Per Occurrence
    - The City of Redlands must be named as an Additional Insured

- ***Multiple Day Event***-
  - General Liability Insurance:
    - One Million Dollars ($1,000,000.00) Per Occurrence
    - Two Million Dollars ($2,000,000.00) Aggregate
    - The City of Redlands must be named as an Additional Insured
    - Event Name, Dates, and Location should be noted in the Certificate's Description field

  Only required if alcohol is being served or sold at the Event:
  - Liquor Liability Insurance
    - One Million Dollars ($1,000,000.00) Per Occurrence
    - Two Million Dollars ($2,000,000.00) Aggregate
    - The City of Redlands must be named as an Additional Insured

The Special Event Holder shall instruct their insurance agent/broker to furnish a properly executed Certificate of Insurance to the City's Risk Management Division for review of compliance with these requirements. Submission **MUST** be made at least **7 Days Prior to Event** to avoid Permit cancellation and total or partial loss of paid fees.

Submissions are requested to be sent by the agent/broker directly via email to INSURANCE@CITYOFREDLANDS.ORG or via US Mail to:

City of Redlands
Risk Management Division
P.O. Box 3005
Redlands, CA 92373

Event: _____

PERMIT TO CLOSE STREET FOR SOCIAL EVENT

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

***	**MUST PROVIDE INSURANCE COVERAGE AS DESCRIBED. SEE REVERSE**
1.	**MUST attach street closure diagram. (Failure to submit diagram will result in non-issuance of permit).**
2.	**MUST attach event flyer or event description. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	Signs and barricades shall be supplied and installed by the applicant as required by the Municipal Utilities & Engineering Department Director.
4.	No tables or other objects shall be placed on the street surface.
5.	Permission in writing shall be granted by all residents of the affected portion of the street.
6.	The hours of street closure shall be within the hours of 9 a.m. to 9 p.m. Street must be fully opened by 9 p.m.
7.	The street shall remain open for emergency vehicles and local traffic at all times.
8.	No alcohol shall be consumed on the street right-of-way.
9.	This permit relates only to the closing of the street. It does not relate to the type of activity, noise or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to Stronger Together Now

To close 5th Street

Between State Street and Parking Lot entrance north of Ed Hales Park

On 4/28/24 from 9:00 am am/pm to 6:00 pm am/pm

Address of applicant 511 S University St Redlands, CA 92374

Signature of applicant _____ Phone No. 213-595-8735

Condition(s) None requested by STN Team.

Event Description STN Giving Sundays with free market, artisan market, community focused activities/outreach.

FOR OFFICE USE ONLY

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

1. _____ _____
Risk Management Date

2. _____ _____
Municipal Utilities & Engineering Department Date

3. _____ _____
One Stop Permit Center Manager Date

4. _____ _____
Chief of Police Date

INSURANCE SCHEDULE

A. The vendor/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.

- *Worker's Compensation and Employer's Liability* insurance in the amount that meets the statutory requirement shall be in force with an insurance carrier acceptable to the City.
- *Comprehensive Commercial General Liability* insurance in the amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate shall be in force with an insurance carrier acceptable to the City and **name the City as additional insured**. {Three million dollars ($3,000,000) aggregate for projects with greater exposure.}
- *Commercial Automobile Liability* insurance with minimum limits of one million dollars ($1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability shall be in force and **name the City as additional insured**. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non-ownership vehicles.

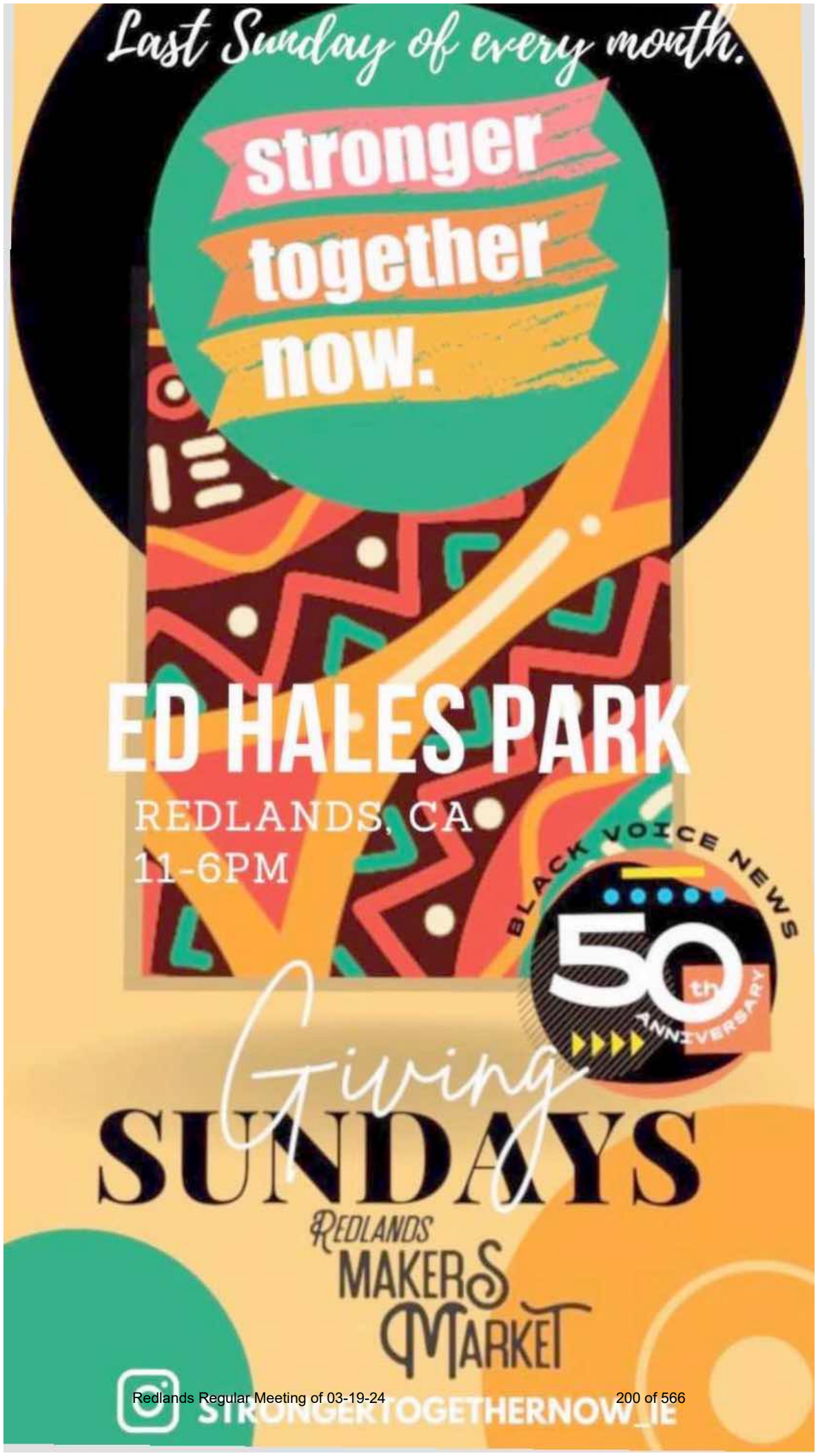
B. The vendor/contractor shall instruct their insurance agent/broker to furnish properly executed certificates of insurance to the City.

- Certificates of insurance shall clearly evidence coverage required above.
- Certificates of insurance shall be **submitted by the agent/broker directly** either via email to kbraun@cityofredlands.org or U.S. Mail to:

City of Redlands
Risk Management Division
P.O. Box 3005
Redlands, CA 92373

FAX 909-335-4762/PHONE 909-798-7679

K:\QOL OSPC Permit to close street


Last Sunday of every month.
stronger
together
now.
ED HALES PARK
REDLANDS, CA
11-6PM
BLACK VOICE NEWS
50th ANNIVERSARY
Giving
SUNDAYS
REDLANDS
MAKERS
MARKET
STRONGERTOGETHERNOW_IE


Vendor types
Accessories/Jewelry
Bath & Beauty
Beverage
Clothing
Entertainment
Food - Dessert
Food - Main
Food - Main/Dessert
Food - Snack
Health & Beauty
Homegoods
Non Profit
Service - Funeral
0 10 20 Feet

City of Redlands *In-Kind Support Request*

Event Name: Giving Sundays Market

Event Date(s): 4/28/24 **Location(s):** Ed Hales Park

Rain Out Date: N/A **Beginning Time:** 900 **End Time:** 1900

Describe Your Request:

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

Requesting in-kind support for fees attributed to park reservation, staff, equipment for multiple Giving Sundays events. Giving Sundays is focused on supporting local, small businesses, artists and performers, as well as providing free market through local drives and donations. It will attract large crowds to the Redlands area with emphasis on collective care. We are requesting 5th St closure for our market.

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

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

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

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

- [x] Other — Event receptacles, electricity, port-a-potties, hand washing station

Group/Organization Name: Stronger Together Now

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 86-3416186

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

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

Has your Group/Organization received fee waivers from the City in the past? Yes for Giving Sundays 2023

Primary Contact Name & Title: Janelle Guerrero, Corporate Operating Officer (COO)

Mailing Address: 511 S University St Redlands, CA 92374

Phone Number: 213-595-8735 **E-Mail Address:** strongertogethernowie@gmail.com

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

Positive outcomes for your organization from this

The purpose is to provide resources to the community, to serve as a unified and collective voice and represent the diverse lived experiences of the underserved and isoloated communites within the City of Redlands and surrounding cities in the IE. Giving Sundays enhances the city by encouraging diversity, equity and inclusion of all cultural backgrounds.

These events target issues related to the education, safety, personal and professional lives of all connected to the Redlands community. This event reestablishes a safe and comfortable space for diverse community members to feel a since of connection to the environment which in turn improves collective care.

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

Supports local, small businesses, artists and performers; brings large crowds to the Redlands area with support for underserved & isolated communities. Generates revenue to consequent businesses within the city, bringing new people to the area and supporting/amplifying cultural diversity in a positive way.

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

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	1500	2000	15-25
Attendance: Non-Residents	1500	1000	15-25
Food & Beverage Sales	tbd		10
Merchandise Sales	tbd		25
Ticket/Entrance Fees	none	none	n/a
Other			n/a
Total Revenue	tbd	$1200	tbd

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

Signature: [signature] **Title:** COO

Please Print Your Name: Janelle Guerrero **Date:** 10/28/23

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

City Council Meeting **G. 16.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Professional Services Agreement and Single Source Purchase Order with Carollo Engineers, Inc. to provide a condition assessment of the Mission Creek Zanja storm drain channel, from 1st Street to 9th Street, for an amount not-to-exceed $68,943, and determine that the services provided are exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker and City Attorney Garcia)

MOTION(S):

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

1. I move that the City Council determine approval of the Professional Services Agreement with Carollo Engineers, Inc. is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the Professional Services Agreement and Single Source Purchase Order with Carollo Engineers, Inc. to provide engineering services for a condition assessment of the underground portion of the Mission Creek Zanja from 1st Street to 9th Street for an amount not-to-exceed $68,943.

RECOMMENDATION:

Staff recommends that the City Council approve the Professional Services Agreement and Single Source Purchase Order with Carollo Engineers, Inc. to provide engineering services for a condition assessment of the underground portion of the Mission Creek Zanja from 1st Street to 9th Street for an amount not-to-exceed $68,943, and determine that the services provided are exempt from environmental review pursuant to Section 15301 of the State's Guidelines

Implementing the California Environmental Quality Act.

DISCUSSION:

The City of Redlands Facilities and Community Services Department oversees and maintains approximately ninety miles of storm drain channels throughout the city. As part of preventative maintenance, staff perform regular inspections of the inlets, outlets, spillways, and channel walls. Upon the outcome of the inspections, from time to time, necessary repairs are warranted. Consequently, staff will seek the assistance from the City Attorney and outside professionals for recommendations and remediation work.

Carollo Engineers, Inc. recently performed work on the channel upstream and exhibited competency and professionalism throughout the course of previous projects. Carollo Engineers, Inc. also became very familiar with the infrastructure and layout of the channel while completing the previous services. For these reasons, Carollo Engineers, Inc. was contacted to perform an assessment of the portion of the channel, from 1st Street to 9th Street.

Based on their familiarity of the channel infrastructure and their expertise, staff recommends awarding a Single Source Purchase Order for the assessment of the Mission Creek Zanja Channel between 1st Street and 9th Street to Carollo Engineers, Inc. for an amount not to exceed $68,943.

Proposal Summary Report	
Consultant	
1. Carollo Engineers, Inc. Riverside CA	$68,943

Approval of the Professional Services Agreement and Single Source Purchase Order with Carollo is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act pertaining to the maintenance of existing facilities.

ALTERNATIVES:

City Council may elect not to approve the Agreement and Single Source Purchase Order with Carollo Engineers, Inc. and direct staff accordingly.

STRATEGIC PLAN:

Not Applicable.

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

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

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

PREPARED BY:
Erik Reeves, Field Services Superintendent

Fiscal Impact

Fiscal Year:	FY 23/24
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	68,943.00
Budgeted Y/N:	Y
Account No.:	101304

Discussion:

Carollo Engineers, Inc. submitted a proposal for services in the amount of $68,943.00. There is sufficient funding within the City's Streets Division budget FY 2023/24, as approved by the City Council.

Attachments

Sole Source Request
Carollo Proposal
Carollo Agreement

Sole Source/ Single Source/ Standardization Form

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

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

Date: 11/21/23

TO: Purchasing Division

FROM: FCS, Erik Reeves

Purchase Requisition # 12400966

Estimated Total Cost: $ 68,943.00

Proposed Vendor: Carollo Engineers, Inc.

Request Term: 6 months

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:

Carollo Engineers, Inc. has historic knowledge and familiarity with the antiquated storm channel system, in particular this specific segment of the historic Mission Creek Zanja (MCZ), from previous work performed for the City, creating a time and cost savings for this project.

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:

   Previous solicitation was performed by MUED, Carollo was uniquely qualified

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.
   Goutam Dobey John Harris Mike Foster

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

   The MCZ would continue to degrade and possible fail, leading to a chain reaction of failing infrastructure including but not limited to, channel walls, street and private businesses structures.

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

E. Reeves Digitally signed by Erik Reeves Date: 2023.09.06 12:48:08 -07'00' 9/6/2023
Prepared by Date

10/24/23
Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

3400 Central Avenue, Suite 205
Riverside, California 92506
P. 951-776-3955 / F. 951-776-4207
carollo.com

May 22, 2023

Mr. John Harris, P.E. , Director of Municipal Utilities and Engineering
City or Redlands Municipal Utilities and Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373

Subject: Proposal to Provide Engineering Services for Condition Assessment of the Buried Portion of the Mission Creek Zanja from 1st Street to 9th Street

Dear Mr. Harris:

Thank you for your request to submit a letter proposal to provide engineering services for the condition assessment of the buried portion of the Mission Creek Zanja (MCZ) that is located between 1st Street and 9th Street in the City of Redlands (City). This particular alignment of the MCZ trends mostly from east to west crossing below Redlands Blvd underground for nearly 3,000 feet. Our understanding is that the MCZ is a relatively large storm water channel with a width that varies between 12 to 16 feet and a height that varies from 6 to 8 feet.

As you are aware, Carollo Engineers, Inc. (Carollo) recently conducted a similar assessment of a segment of the MCZ located further west between 615 N. Redlands Boulevard and Texas Street in 2021. Findings and recommendations for that inspection were summarized in a report submitted to the City.

Based on our correspondence with the City and understanding of the MCZ, we have developed a proposed scope of work and budget to carry out the preliminary condition assessment. Details of the proposed scope of work are shown below.

Scope of Work

The following four tasks set out the proposed scope of work. Following an initial site visit to conduct a preliminary assessment of the storm drain, we would return for a more detailed assessment, followed by preparation of a condition assessment report.

Task 1 - Initial Site Visit and Assessment

Carollo will prepare for and coordinate with the City a suitable day for entering and conducting a preliminary condition assessment of the existing MCZ between 1st Street and 9th Street in the City. Once on site, the condition assessment will be undertaken and will include Carollo staff entering the MCZ and assessing the entire length of the specified portion of the MCZ. The purpose of this assessment will be to establish the initial condition and identify areas for the more detailed assessment and closed-circuit television (CCTV) inspection that will follow (Task 2).

Carollo's engineers will carry out a visual condition assessment and record the condition of the MCZ with digital photographs and/or high-definition video. Sounding of the concrete with a claw hammer will be carried out for general condition assessment and localized areas where deterioration is suspected and where the surface is safely within reach. Carollo will also make a reconnaissance of the improvements above the channel, where possible. However, we are not proposing to enter any buildings located above or adjacent to the channel.

The preliminary findings of this initial assessment will be shared with a subcontractor (AIMS) that we will subcontract with to perform a National Steel and Shipbuilding Company (NASSCO) Pipeline Assessment Certification Program (PACP) inspection of the MCZ and up to 10 laterals that feed into MCZ that are to be selected by the City (Task 2). Laterals will be assessed to the extent of their reach or 30 feet, whichever is less. This initial assessment will also serve to identify the condition of the MCZ and whether cleaning or additional preparation work will need to be completed by the City prior to execution of subsequent tasks.

This will be a visual condition assessment only and will not include taking core samples of concrete, surface testing, etc. It is anticipated that this task can be completed in one day on site, together with some preparatory work.

Task 1 - Assumptions

The site visit will be attended by City staff, Carollo, and Carollo's inspection subconsultant.

Entry into the MCZ will only be conducted when the flow is down to minimal levels.

It is anticipated that this task can be completed over a one-day period.

The MCZ will be cleared of trespassers and made safe for entry by the City prior to arrival on site.

Entry into structures located above or adjacent to the MCZ is not included in the scope of work.

Deliverables: Field notes and photographs/videos provided in electronic form.

Task 2 - Internal Inspection of the MCZ

Carollo will execute a subcontract agreement with AIMS for internal inspection work. The subcontractor will perform a NASSCO PACP inspection via manned entry of the MCZ segment, including laterals identified during Task 1.

Carollo will perform quality assurance of the inspection data obtained by the subcontractor and prepare a draft and final report on the findings (Task 3). The scope of services performed for this task will include the following:

- Mobilization.
- Minor traffic control as required.
- Manned entry inspection of approximately 3,000 lineal feet of the MCZ between 1st Street and 9th Street.
- CCTV inspection via manned entry of the MCZ and laterals identified in Task 1.
- Minor cleaning and disposal of solids/debris as required to perform inspection work.
- Preparation of inspection logs using NASSCO PACP defect coding for the MCZ and laterals identified in Task 1.

Task 2 - Assumptions

The site visit will be attended by City staff, Carollo, and Carollo's inspection subconsultant.

Entry into the MCZ will only be conducted when the flow is down to minimal levels.

It is anticipated that this task can be completed over a two-day period.

The City will clean the MCZ of solids/debris and make it safe for entry prior to arrival on site.

Laterals that are planned for inspection will be cleaned of debris and suitable for CCTV access prior to arrival on site.

The City will provide access to all manholes along the alignment and at laterals as required for inspection.

The City will provide for major traffic control if it is needed.

Solids and debris removed under this task will be disposed of at a City owned site at no additional expense.

The City will provide water for cleaning, such as a mobile meter or fire hydrant hookup.

Deliverables: Field notes and copies of the CCTV videos provided in electronic form as part of Task 3.

Task 3 - Condition Assessment Report

After completion of Task 1 and Task 2, Carollo will prepare a draft condition assessment report that captures the findings from all tasks.

The draft report will also include recommendations and will be submitted to the City for review and comments. Following the City's review period, Carollo will hold an in-person meeting with the City to review the comments on the draft report and discuss the findings.

The Final report will be completed within two weeks after receipt and discussion of comments from the City.

Deliverables: Draft and Final versions of the Condition Assessment Report in PDF format.

Task 4 - Meetings and Project Management

This task includes time for management of the project and email/phone correspondence with the City and monthly invoicing. It has been assumed that the following meetings will be required:

- Meeting No. 1 - Kick Off Meeting. This meeting will be conducted virtually via Teams and will include a review of the proposed scope of work and proposed schedule for the on-site condition assessment. This meeting will also be used to coordinate the execution of Task 1.
- Meeting No. 2 - Coordination Meeting. This meeting will be conducted virtually via Teams and will be used to coordinate the execution of Task 2.
- Meeting No. 3 - Review Draft Report. This meeting will be conducted in person at the City and will review the findings of the visual condition assessment and the draft report.

Deliverables: Monthly invoicing, Meeting Agendas, Meeting Notes all in electronic format.

Schedule

It has been assumed that the work will take approximately eight weeks to complete following the Notice to Proceed. As noted above, flow levels within the MCZ will need to be minimal prior to beginning work.

Cost Proposal

The attached Exhibit A provides a breakdown of tasks and budget hours for personnel to be involved with the condition assessment work, with a not-to-exceed total at the bottom. It is assumed that we would bill our time on a time and materials basis.

We appreciate the opportunity to be of further service to the City. If you should require any additional information, please let us know and we would be happy to provide it.

Sincerely,

CAROLLO ENGINEERS, INC.

James Doering, PE, SE
Vice President

gjgj:mc

Enclosures: Exhibit A - Fee Estimate

cc: Graham J.G. Juby, PhD, PE
Greg Gould, PE

EXHIBIT A
CITY OF REDLANDS
STORM CHANNEL CONDITION ASSESSMENT
CAROLLO ENGINEERS
FEE ESTIMATE (May 22, 2023)

CITY OF REDLANDS - STORM CHANNEL CONDITION ASSESSMENT	Senior Professional	Lead Project Professional	Professional	Assistant Professional	CAD/GIS	Graphics	WP	Total Carollo Labor Hours	Carollo Labor Excl PECE	Subs AIMS	PECE	Equipment, Supplies, Travel	Analytical Costs	Total Costs
	$300	$285	$240	$188	$150	$127	$127				$14.00			
Task 1 - Prepare for and Conduct Field Visit														
1.1 Preparation	1	4		6			0	**11**	$2,568		$154		$0	$2,722
1.2 Field Visit - Condition Assessment		16		8			0	**24**	$6,064		$336	$1,200	$0	$7,600
Subtotal - Task 1	**1**	**20**	**0**	**14**	**0**	**0**	**0**	**35**	**$8,632**	**$0**	**$490**	**$1,200**	**$0**	**$10,322**
Task 2 - Internal Inspection of the MCZ														
2.1 Prepare inspection plan	2	2		1			0	**5**	$1,358		$70		$0	$1,428
2.2 Perform inspection of channel and laterals		8		6			0	**14**	$3,408		$196		$0	$3,604
2.3 Review inspection findings	2	24		2			0	**28**	$7,816	$18,375	$392		$0	$26,583
Subtotal - Task 2	**4**	**34**	**0**	**9**	**0**	**0**	**0**	**47**	**$12,582**	**$18,375**	**$658**	**$0**	**$0**	**$31,615**
Task 3 - Condition Assessment Report														
3.1 Prepare and submit Draft Report	4	32		12			4	**52**	$13,084		$728		$0	$13,812
3.2 Prepare and Submit Final Report	1	12		6			2	**21**	$5,102		$294		$0	$5,396
Subtotal - Task 2	**5**	**44**	**0**	**18**	**0**	**0**	**6**	**73**	**$18,186**	**$0**	**$1,022**	**$0**	**$0**	**$19,208**
Task 4 - Project Meetings and Management														
4.1 Kick-off Meeting (Teams Call)	1	2		1			0	**4**	$1,058		$56		$0	$1,114
4.2 Meeting No. 2 (Teams Call)	2	4		2			0	**8**	$2,116		$112		$0	$2,228
4.3 Meeting No. 3 (In-person Review Draft Report)	4	8		4			0	**16**	$4,232		$224		$0	$4,456
Subtotal - Task 3	**7**	**14**	**0**	**7**	**0**	**0**	**0**	**28**	**$7,406**	**$0**	**$392**	**$0**	**$0**	**$7,798**
TOTAL NOT TO EXCEED	**17**	**112**	**0**	**48**	**0**	**0**	**6**	**183**	**$46,806**	**$18,375**	**$2,562**	**$1,200**	**$0**	**$68,943**

AGREEMENT TO PERFORM PROFESSIONAL ENGINEERING SERVICES

This agreement for the provision of a professional engineering condition assessment of the Mission Zanja Channel ("Agreement") is made and entered in this 19th day of March, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Carollo Engineers, Inc., a Delaware corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide professional engineering services for City, to be received and reviewed by the City Attorney of City and her designees (the "Services").

1.2 The Services shall be performed by the 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 Work," 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 provide all reports, documents, communications, and data associated with the Services to the City Attorney of City, and/or the City Attorney's authorized designees. All such reports, documents, communications, and data shall be considered strictly confidential, and shall be treated as protected by the attorney work-product doctrine. All such information and any written product in connection with Consultant's Services shall be marked as "Confidential/Attorney-Work Product." Consultant shall not be liable to and/or indemnify City and/or any third party related to any inconsistencies between Consultant's data projections, estimates, 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 Yvette M. Abich Garcia, City Attorney, and Tabitha Crocker, Facilities and Community Services Department Director, as City's representatives with respect to performance of the Services, and such persons 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 The City shall furnish Consultant available studies, reports, and other data pertinent to the Consultant's services; and 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 "Scope of Services," which is attached hereto and incorporated herein by reference.

4.2 The Services shall be completed within forty (40) working day(s) after the date of City's issuance of a Notice to Proceed.

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

4.4 Consultant is not responsible for damage or delay in performance caused by events beyond the reasonable control of the 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 the Consultant's performance of the Services shall not exceed the amount of sixty eight thousand nine hundred forty-three dollars ($68,943). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Fee Estimate," 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. Consultants' 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 any reimbursable expenses related to the Services. City shall pay Consultant no later than (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:

FCS Director, Tabitha Crocker
City of Redlands
35 Cajon Street, Suite 222
P.O. Box 3005 (mailing)
Redlands, CA 92373
tcrocker@cityofredlands.org
Phone: (909) 798-7505
Fax: (909) 792-8715

CONSULTANT:

Graham J.G. Juby, Senior Project Manager
Carollo Engineering, Inc.
3400 Central Avenue, Suite 205
Riverside, CA 92506
GJGJuby@carollo.com
Phone: (951) 776-3955
Fax: (951) 776-4207

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

6.2 Consultant shall defend, indemnify, and hold harmless City and its elected officials, employees, and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property to the extent causes 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.

6.3 Neither party shall be responsible for economic, incidental and/or consequential damages to the other party and/or any third party. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

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.

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

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

CITY OF REDLANDS	CAROLLO ENGINEERS, INC.
By: _____	By: _____
Eddie Tejeda, Mayor	Graham J.G. Juby, Senior Project Manager

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF WORK

Scope of Work

Task 1 - Initial Site Visit and Assessment

Carollo will prepare for and coordinate with the City a suitable day for entering and conducting a preliminary condition assessment of the existing Mission Creek Zanja ("MCZ") between 1st Street and 9th Street in the City of Redlands. Once on site, the condition assessment will be undertaken and will include Carollo staff entering the MCZ and assessing the entire length of the specified portion of the MCZ. The purpose of this assessment will be to establish the initial condition and identify areas for the more detailed assessment and closed-circuit television (CCTV) inspection that will follow (Task 2).

Carollo's engineers will carry out a visual condition assessment and record the condition of the MCZ with digital photographs and/or high-definition video. Sounding of the concrete with a claw hammer will be carried out for general condition assessment and localized areas where deterioration is suspected and where the surface is safely within reach. Carollo will also make a reconnaissance of the improvements above the channel, where possible. However, we are not proposing to enter any buildings located above or adjacent to the channel.

The preliminary findings of this initial assessment will be shared with a subcontractor (AIMS) that we will subcontract with to perform a National Steel and Shipbuilding Company (NASSCO) Pipeline Assessment Certification Program (PACP) inspection of the MCZ and up to 10 laterals that feed into MCZ that are to be selected by the City (Task 2). Laterals will be assessed to the extent of their reach or 30 feet, whichever is less. This initial assessment will also serve to identify the condition of the MCZ and whether cleaning or additional preparation work will need to be completed by the City prior to execution of subsequent tasks.

This will be a visual condition assessment only and will not include taking core samples of concrete, surface testing, etc. It is anticipated that this task can be completed in one day on site, together with some preparatory work.

Task 2 - Internal Inspection of the MCZ

Carollo will execute a subcontract agreement with AIMS for internal inspection work. The subcontractor will perform a NASSCO PACP inspection via manned entry of the MCZ segment, including laterals identified during Task 1.

Carollo will perform quality assurance of the inspection data obtained by the subcontractor and prepare a draft and final report on the findings (Task 3). The scope of services performed for this task will include the following:

- Mobilization.
- Minor traffic control as required.
- Manned entry inspection of approximately 3,000 lineal feet of the MCZ between 1st Street and 9th Street.
- CCTV inspection via manned entry of the MCZ and laterals identified in Task 1.
- Minor cleaning and disposal of solids/debris as required to perform inspection work.
- Preparation of inspection logs using NASSCO PACP defect coding for the MCZ and laterals identified in Task 1.

Task 3 - Condition Assessment Report

After completion of Task 1 and Task 2, Carollo will prepare a draft condition assessment report that captures the findings from all tasks and submit directly to the City Attorney of City.

The draft report will also include recommendations and will be submitted to the City Attorney for review and comments. Following the City Attorney's review period, Carollo will hold an in-person meeting with the City Attorney and her designees to review the comments on the draft report and discuss the findings.

The Final report will be completed within two weeks after receipt and discussion of comments from the City and shall be treated as confidential pursuant to the attorney-client privilege.

Deliverables: ***Draft and Final versions of the Condition Assessment Report in PDF format.***

Task 4 - Meetings and Project Management

This task includes time for management of the project and email/phone correspondence with the City and monthly invoicing. It has been assumed that the following meetings will be required:

- Meeting No. 1 - Kick Off Meeting. This meeting will be conducted virtually via Teams and will include a review of the proposed scope of work and proposed schedule for the on-site condition assessment. This meeting will also be used to coordinate the execution of Task 1.
- Meeting No. 2 - Coordination Meeting. This meeting will be conducted virtually via Teams and will be used to coordinate the execution of Task 2.
- Meeting No. 3 - Review Draft Report. This meeting will be conducted in person at the City and will review the findings of the visual condition assessment and the draft report.

EXHIBIT "B"

FEE ESTIMATE

Below is a breakdown of tasks and budget hours for personnel and subcontractors to be involved with the condition assessment work. Subcontractor's costs have been marked up by 5 percent.

CITY OF REDLANDS - STORM CHANNEL CONDITION ASSESSMENT	Senior Professional	Lead Project Professional	Professional	Assistant Professional	CAD/GIS	Graphics	WP	Total Carollo Labor Hours	Carollo Labor Excl PECE	Subs	PECE	Equipment, Supplies, Travel	Analytical Costs	Total Costs
	$300	$285	$240	$188	$150	$127	$127			AIMS	$14.00			
Task 1 - Prepare for and Conduct Field Visit														
1.1 Preparation	1	4		6			0	**11**	$2,568		$154		$0	$2,722
1.2 Field Visit - Condition Assessment		16		8			0	**24**	$6,064		$336	$1,200	$0	$7,600
Subtotal - Task 1	**1**	**20**	**0**	**14**	**0**	**0**	**0**	**35**	**$8,632**	**$0**	**$490**	**$1,200**	**$0**	**$10,322**
Task 2 - Internal Inspection of the MCZ														
2.1 Prepare inspection plan	2	2		1			0	**5**	$1,358		$70		$0	$1,428
2.2 Perform inspection of channel and laterals		8		6			0	**14**	$3,408		$196		$0	$3,604
2.3 Review inspection findings	2	24		2			0	**28**	$7,816	$18,375	$392		$0	$26,583
Subtotal - Task 2	**4**	**34**	**0**	**9**	**0**	**0**	**0**	**47**	**$12,582**	**$18,375**	**$658**	**$0**	**$0**	**$31,615**
Task 3 - Condition Assessment Report														
3.1 Prepare and submit Draft Report	4	32		12			4	**52**	$13,084		$728		$0	$13,812
3.2 Prepare and Submit Final Report	1	12		6			2	**21**	$5,102		$294		$0	$5,396
Subtotal - Task 2	**5**	**44**	**0**	**18**	**0**	**0**	**6**	**73**	**$18,186**	**$0**	**$1,022**	**$0**	**$0**	**$19,208**
Task 4 - Project Meetings and Management														
4.1 Kick-off Meeting (Teams Call)	1	2		1			0	**4**	$1,058		$56		$0	$1,114
4.2 Meeting No. 2 (Teams Call)	2	4		2			0	**8**	$2,116		$112		$0	$2,228
4.3 Meeting No. 3 (In-person Review Draft Report)	4	8		4			0	**16**	$4,232		$224		$0	$4,456
Subtotal - Task 3	**7**	**14**	**0**	**7**	**0**	**0**	**0**	**28**	**$7,406**	**$0**	**$392**	**$0**	**$0**	**$7,798**
TOTAL NOT TO EXCEED	**17**	**112**	**0**	**48**	**0**	**0**	**6**	**183**	**$46,806**	**$18,375**	**$2,562**	**$1,200**	**$0**	**$68,943**

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.

CAROLLO ENGINEERS, INC.

By:_____ Date: _____

Graham J.B. Juby, Senior Project Manager

City Council Meeting **H. 1.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Library Board of Trustees by William Hatfield (Library Director McCue)

DISCUSSION:

For this evening's City Council meeting, William Hatfield will be presenting the Library Board of Trustees annual report.

SUBMITTED BY:
Don McCue, Library Director

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Janice McConnell, Assistant City Manager

City Council Meeting **H. 2.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Video: Community Day of Service (Public Information Officer Baker)

DISCUSSION:

For this evening's City Council meeting, staff will present a video of the March 9, 2024, Community Day of Service.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Carl Baker, Public Information Officer

City Council Meeting **H. 3.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the adoption of Resolution No. 8570, restating and amending a policy for the consideration of requests for in-kind support and/or the contribution of City resources by nonprofit organizations proposing special events within the city, and rescinding Resolution No. 8220 (Mayor Tejeda)

MOTION(S):

If the City Council determines that the proposed resolution is appropriate, the following motion is provided:

1. I move that the City Council adopt Resolution No. 8570 restating and amending a policy for the consideration of requests for in-kind support and/or the contribution of City resources by nonprofit organizations proposing special events within the city and rescinding Resolution No. 8220.

RECOMMENDATION:

Staff recommends City Council direct staff accordingly.

DISCUSSION:

In 2021, the City Council adopted Resolution No. 8220 establishing a policy for the consideration of requests for in-kind support and/or contribution of city resources by nonprofit organizations for special events. At the time of adoption, a subcommittee was formed to bring recommendations for consideration. Staff was also directed to research neighboring jurisdictions on how such requests were processed. As part of the review, it was evident to the subcommittee that due to our rich history of philanthropy, community involvement, and the promotion of cultural arts, Redlands had a far greater number of fee waiver requests than other communities, which makes our situation unusual.

Accordingly, staff prepared Resolution No. 8220 to memorialize the proposed changes for the Council's consideration, which was subsequently adopted. On average, the City Council approves 20 to 30 special events per year.

Recently, Mayor Tejeda proposed amendments to the resolution which included additional criteria that an organization must meet to be considered for in-kind support from the City. In addition, the proposed changes include limitations on the number of events for which a non-profit organization may receive in-kind support. The following is a list of the criteria included in the current ordinance and the proposed changes.

CURRENT RESOLUTION CRITERIA:

Section 1. To the extent permitted by law, the City Council will consider requests by nonprofit organizations for in-kind support and/or the contribution of City resources associated with special events proposed to be conducted by such organizations provided the following criteria are satisfied:

A. The nonprofit organization demonstrates that it is a federal and/or state-approved valid nonprofit organization and possesses a current City of Redlands business license;

B. The proposed special event will provide a direct and tangible benefit to the City of Redlands;

C. The proposed special event will offer the residents of the City of Redlands opportunities to participate in a unique community event or activity that is not otherwise available within the City;

D. The proposed special event is designed, intended, and organized in a manner that will result in the substantial patronage of a number of businesses located within the City, and/or involve the participation of several community organizations;

E. The nonprofit organization will positively identify and advertise both the special event and the City of Redlands on a regional scale, and the proposed special event is of a nature that will convey a positive image for the City;

F. The proposed special event will not unreasonably subject the City of

Redlands to foreseeable potential legal or financial liability;

G. The proposed special event is not limited in attendance on the basis of any discriminatory criteria, and is not designed to persuade or induce membership into the nonprofit organization;

Section 2. Nonprofit organizations requesting in-kind support and/or the contribution of City resources for special events shall be prepared to report on their efforts to patronize Redlands' businesses for promotional products at the time the request for in-kind support and/or the contribution of City resources City's support is requested.

Section 3. The City Council hereby delegates authority to the City Manager, and his or her designee, to consider and approve requests by nonprofit organizations for in-kind support and/or the contribution of City resources for special events in an amount up to and including Five Thousand dollars ($5,000), or the City Manager may forward such requests to the City Council for consideration.

PROPOSED CHANGES

G. The proposed special event is not limited in attendance on the basis of any discriminatory criteria. The general public shall have access to the special event, and the special event shall be conducted in accordance with all applicable federal, state and local laws. The special event shall not be designed to persuade or induce membership into the nonprofit organization;

H. The nonprofit organization will not for any reason utilize or rely on requests for in-kind support for the sole purpose of raising funds to support or sustain the non-profit organization.

Section 2. The City Council hereby limits nonprofit organizations to one (1) request for in-kind support per fiscal year. However, the following organizations are limited to a maximum of two (2) applications for in-kind support per fiscal year based on historic use and their contributions to the community: (1) Redlands Chamber of Commerce (2) Kiwanis Club of Redlands (3) Redlands 4th of July Committee (4) Redlands Bicycle Classic Inc. (5) Downtown Redlands Artwalk (6) The Artlands Creative, and (7) The Redlands Bowl Performing Arts Association (support for its seasonal programming shall constitute one request for purposes of this policy).

Section 4**.** The nonprofit organization will include, in the request for in-kind support, a request for police services (to be determined by the City Manager and/or the Police Chief) and provide such police services at the special event.

Section 6. The City Council has the authority to approve or deny any request for in-kind support that does not meet the criteria in Section 1 above. The approval of an in-kind support request granted to any nonprofit organization for any event does not obligate the City Council to approve future requests for in-kind support made by any nonprofit organization. The City Council may suspend or cancel any or all previously approved requests for in-kind support within a fiscal year depending on economic conditions or projections.

ALTERNATIVES:

City Council may decide to direct staff not to pursue changes to the existing policy.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:

Tabitha Crocker, Facilities and Community Services Department Director

REVIEWED BY:

Charles M. Duggan Jr., City Manager
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:

Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	2023-2024
Revenue Generating:	No
Appropriation Required Y/N:	No
Account No.:	101303

Discussion:

There is no significant fiscal impact to the City should a new resolution be adopted.

Attachments

A. In Kind Support Resolution 8570

B. Resolution No. 8220 (Reference)

RESOLUTION NO. 8570

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS RESTATING AND AMENDING A POLICY FOR THE CONSIDERATION OF REQUESTS FOR IN-KIND SUPPORT AND/OR THE CONTRIBUTION OF CITY RESOURCES BY NONPROFIT ORGANIZATIONS PROPOSING SPECIAL EVENTS WITHIN THE CITY, AND RESCINDING RESOLUTION NO. 8220

WHEREAS, the City of Redlands receives many requests from various nonprofit organizations seeking relief from the payment of fees and/or the contribution of City resources associated with special events proposed to be conducted by such organizations; and

WHEREAS, the City of Redlands desires to promote the economic health of the City and encourages the use and patronage of local businesses by nonprofit organizations conducting special events within the City; and

WHEREAS, it is the desire of the City Council of the City of Redlands to establish a policy for the consideration of requests by nonprofit corporations for the City's in-kind support and/or the City's contribution of City resources towards the special event; and

WHEREAS, it is the desire of the City Council of the City of Redlands to responsibly manage public financial resources, rights of way, parking facilities, and community facilities (i.e. parks, trails, open spaces, community centers, senior centers, etc.) to ensure these are available primarily for their intended uses; and

WHEREAS, in-kind support for special events should not overburden public services directly related to such requests (i.e. increases in staff overtime), such as prolonged impacts to traffic and circulation (streets, sidewalks, parking stalls, lots, or structures, city facilities, community resources or amenities (i.e. parks, trails, open spaces, community centers, senior centers).

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

Section 1. To the extent permitted by law, the City Council will consider requests by nonprofit organizations for in-kind support and/or the contribution of City resources associated with special events proposed to be conducted by such organizations provided the following criteria are satisfied:

A. The nonprofit organization demonstrates that it is a federal and/or state approved valid nonprofit organization, and possesses a current City of Redlands business license;

B. The proposed special event will provide a direct and tangible benefit to the City of Redlands;

C. The proposed special event will offer the residents of the City of Redlands opportunities to participate in a unique community event or activity that is not otherwise available within the City;

D. The proposed special event is designed, intended, and organized in a manner that will result in the substantial patronage of a number of businesses located within the City and/or involve the participation of several community organizations;

E. The nonprofit organization will positively identify and advertise both the special event and the City of Redlands on a regional scale, and the proposed special event is of a nature that will convey a positive image for the City;

F. The proposed special event will not unreasonably subject the City of Redlands to foreseeable potential legal or financial liability;

G. The proposed special event is not limited in attendance on the basis of any discriminatory criteria. The general public shall have access to the special event, and the special event shall be conducted in accordance with all applicable federal, state, and local laws. The special event shall not be designed to persuade or induce membership into the nonprofit organization;

H. The nonprofit organization will not for any reason utilize or rely on requests for in-kind support for the sole purpose of raising funds to support or sustain the nonprofit organization.

Section 2. The City Council hereby limits nonprofit organizations to one (1) request for in-kind support per fiscal year. However, the following organizations are limited to a maximum of two (2) applications for in-kind support per fiscal year based on historic use and their contributions to the community: (1) Redlands Chamber of Commerce (2) Kiwanis Club of Redlands (3) Redlands 4th of July Committee (4) Redlands Bicycle Classic Inc. (5) Downtown Redlands Artwalk (6) The Artlands Creative, and (7) The Redlands Bowl Performing Arts Association (support for its seasonal programming shall constitute one request for purposes of this policy).

Section 3. Nonprofit organizations requesting in-kind support and/or the contribution of City resources for special events shall be prepared to report on their efforts to patronize Redlands' businesses for promotional products at the time the request for in-kind support and/or the contribution of City resources or the City's support is requested.

Section 4. The nonprofit organization will include, in the request for in-kind support, a request for police services (to be determined by the City Manager and/or the Police Chief) and provide such police services at the special event.

Section 5. The City Council hereby delegates authority to the City Manager, and his or her designee, to consider and approve requests by nonprofit organizations for in-kind support and/or the contribution of City resources for special events in an amount up to and including Five Thousand dollars ($5,000), or the City Manager may forward such requests to the City Council for consideration.

Section 6. The City Council has the authority to approve or deny any request for in-kind support that does not meet the criteria in Section 1 above. The approval of an in-kind support

request granted to any nonprofit organization for any event does not obligate the City Council to approve future requests for in-kind support made by any nonprofit organization. The City Council may suspend or cancel any or all previously approved requests for in-kind support within a fiscal year depending on economic conditions or projections.

Section 7. Resolution No. 8220 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 19th day of March, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 19th day of March, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Jeanne Donaldson, City Clerk

RESOLUTION NO. 8220

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A POLICY FOR THE CONSIDERATION OF REQUESTS FOR IN-KIND SUPPORT AND/OR THE CONTRIBUTION OF CITY RESOURCES BY NONPROFIT ORGANIZATIONS PROPOSING SPECIAL EVENTS WITHIN THE CITY, AND RESCINDING RESOLUTION NO. 6038

WHEREAS, the City of Redlands receives many requests from various nonprofit organizations seeking relief from the payment of fees and/or the contribution of City resources associated with special events proposed to be conducted by such organizations; and

WHEREAS, the City of Redlands desires to promote the economic health of the City and encourages the use and patronage of local businesses by nonprofit organizations conducting special events within the City; and

WHEREAS, it is the desire of the City Council of the City of Redlands to establish a policy for the consideration of requests by nonprofit corporations for the City's in-kind support and/or the City's contribution of City resources towards the special event;

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

Section 1. To the extent permitted by law, the City Council will consider requests by nonprofit organizations for in-kind support and/or the contribution of City resources associated with special events proposed to be conducted by such organizations provided the following criteria are satisfied:

A. The nonprofit organization demonstrates that it is a federal and/or state approved valid nonprofit organization, and possesses a current City of Redlands business license;

B. The proposed special event will provide a direct and tangible benefit to the City of Redlands;

C. The proposed special event will offer the residents of the City of Redlands opportunities to participate in a unique community event or activity that is not otherwise available within the City;

D. The proposed special event is designed, intended, and organized in a manner that will result in the substantial patronage of a number of businesses located within the City, and/or involve the participation of several community organizations;

E. The nonprofit organization will positively identify and advertise both the special event and the City of Redlands on a regional scale, and the proposed special event is of a nature that will convey a positive image for the City;

F. The proposed special event will not unreasonably subject the City of Redlands to foreseeable potential legal or financial liability;

G. The proposed special event is not limited in attendance on the basis of any discriminatory criteria, and is not designed to persuade or induce membership into the nonprofit organization;

Section 2. Nonprofit organizations requesting in-kind support and/or the contribution of City resources for special events shall be prepared to report on their efforts to patronize Redlands' businesses for promotional products at the time the request for in-kind support and/or the contribution of City resources City's support is requested.

Section 3. The City Council hereby delegates authority to the City Manager, and his or her designee, to consider and approve requests by nonprofit organizations for in-kind support and/or the contribution of City resources for special events in an amount up to and including Five Thousand dollars ($5,000), or the City Manager may forward such requests to the City Council for consideration.

ADOPTED, SIGNED AND APPROVED this 18th day of May, 2021.

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 18th day of May, 2021 by the following vote:

AYES: Councilmembers Foster, Tejeda, Davis, Guzman-Lowry; Mayor Barich
NOES: None
ABSENT: None
ABSTAINED: None

Jeanne Donaldson, City Clerk

City Council Meeting **I. 1.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Second Amendment to the Agreement with About Food Inc., dba Redlands Ranch Market, to increase the total compensation of the Agreement by $1,680,000 to a total amount not to exceed $3,704,400 and to extend the term of the agreement to December 31, 2026, for the provision of monthly grocery gift cards to facilitate Round 2 of the Resident Grocery Gift Card program (Assistant City Manager McConnell)

MOTION(S):

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

1. I move that the City Council approve the Second Amendment to the Agreement with About Food Inc., dba Redlands Ranch Market, to increase the total compensation to $3,704,400, and extend the term to December 31, 2026, for the provision of monthly grocery gift cards.

RECOMMENDATION:

Staff recommends that the City Council approve the Second Amendment to the Agreement with About Food Inc., dba Redlands Ranch Market, to increase the total compensation to an amount not to exceed $3,704,400 and extend the term of the agreement to December 31, 2026, for the provision of monthly grocery gift cards.

DISCUSSION:

On March 11, 2021, The American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). This program provides support to state, territorial, local, and tribal governments responding to the economic and public

health impacts of COVID-19.

On March 15, 2022, the City Council approved the Resident Grocery Gift Card Program funded by the State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). The program provided grocery assistance to a maximum of 1,687 eligible households in the form of a monthly $100 grocery gift card for a period of 12 months.

On May 17, 2022, the City entered into an agreement with About Food Inc., dba Redlands Ranch Market, for the provision of monthly gift cards through October 2023. In October 2023 City Council approved the First Amendment to extend the term of the agreement with About Food Inc., dba Redlands Ranch Market for the provision of grocery gift cards through March 31, 2024.

In view of the program's success and the overwhelming benefits the program offers to qualifying residents, in November 2023 the City Council approved the reallocation of $1,625,000 from the Small Business Gift Card Match Program and $55,000 from the Nonprofits Assistance Program to fund a second round of the Resident Grocery Gift Card Program that will provide assistance to 1,400 eligible households.

Staff is requesting the City Council approve the Second Amendment to the Agreement with About Food, Inc., dba Redlands Ranch Market, to extend the term of the agreement to December 31, 2026, and increase the total compensation by $1,680,000 in order to facilitate Round 2 of the Resident Grocery Gift Card Program. This will bring the total compensation of the agreement to an amount not to exceed $3,704,400. Approval of Second Amendment will further solidify the City's commitment to providing essential assistance to residents in need and maintaining the partnership with About Food Inc., dba Redlands Ranch Market.

ALTERNATIVES:

The City Council may elect not to approve the Second Amendment to the agreement. However, in doing so, staff would be unable to implement Round 2 of the Resident Grocery Gift Card program.

STRATEGIC PLAN:

N/A

SUBMITTED BY:

Janice McConnell, Assistant City Manager

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

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

PREPARED BY:
Selina Sanchez, Grants Coordinator

Fiscal Impact

Fiscal Year:	2022-2026
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	1,680,000
Budgeted Y/N:	Y
Account No.:	200120

Discussion:

There is no General Fund Impact. This program is funded by the State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). In November 2023, the City Council approved the reallocation of $1,625,000 from the Small Business Gift Card Match Program and $55,000 from the Nonprofits Assistance Program to fund a second round of the Resident Grocery Gift Card Program.

Attachments

Second Amendment - Ranch Market
First Amendment - Ranch Market
Original Agreement

SECOND AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL FOR EQUIPMENT AND SUPPLIES

This second amendment ("Second Amendment") to the agreement for the provision of ARPA Resident Food Assistance Program - Grocery Gift Cards ("Agreement"), dated May 17, 2022, by and between the City of Redlands, a municipal corporation ("City"), and About Food Inc., dba Redlands Ranch Market, a California corporation ("Contractor") is made and entered into this 19th day of March, 2024.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically to increase the total compensation to an amount not to exceed $3,704,400 and extend the term of the agreement to December 31, 2026, for the provision of Round 2 ARPA Resident Food Assistance Program - Grocery Gift Cards;

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

AGREEMENT

Section 1. Article 1 of the Agreement, entitled "Engagement of Contractor," is hereby amended to read as follows:

"1.1 City hereby engages Contractor to provide up to 1,687 gift cards on a monthly basis to City as of the Effective Date of this Agreement through March 2024. Further, City hereby engages Contractor to provide up to 1,400 gift cards on a monthly basis beginning April 1, 2024, through December 2026 (the "Services")."

Section 3. Article 4 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

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

The term of this Agreement shall commence on May 17, 2022, and expire on December 31, 2026, unless terminated earlier as provided herein or otherwise modified by the Parties."

Section 4. Article 5 of the Agreement, entitled "Payments to Contractor," is hereby amended to read as follows:

"Total compensation for Contractor's performance of the Services shall not exceed the amount of Three Million Seven Hundred Four Thousand Four Hundred dollars ($3,704,400). City shall pay Contractor on a time and materials basis up to the note to exceed amount in

accordance with Exhibit "C," titled "Payment Schedule," which is attached hereto and incorporated herein by this reference."

Section 5. Exhibit "A" of the Agreement, entitled "Scope of Services," is hereby amended as shown in Attachment "1," attached to this Second Amendment.

Section 6. Exhibit "B" of the Agreement, entitled "Project Schedule," is hereby amended as shown in Exhibit "2," attached to this Second Amendment.

Section 7. Exhibit "C" of the Agreement, entitled "Payment Schedule," is hereby amended as shown in Exhibit "3," attached to this Second Amendment.

Section 8. All other provisions of the Agreement and First Amendment shall remain unchanged by this Second Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of March 19, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

CONTRACTOR

By: _____
Dave Ireland, General Manager
Redlands Ranch Market

ATTEST:

_____
Jeanne Donaldson, City Clerk

Attachment 1

EXHIBIT A

SCOPE OF SERVICES

A. Purpose:

According to a Resident COVID-19 Impact Survey conducted by the City, Redlands' residents listed food assistance as one of the top 3 areas of relief that would be of greatest benefit in aiding their recovery from the economic effects of COVID-19. The Grocery Gift Card Program would provide relief to impacted and disproportionately impacted households by issuing a monthly grocery gift card exclusively for the purchase of food at Contractor's grocery retail store for a period of 12 months.

During the term of this Agreement for the ARPA Program - Grocery Gift Card Purchase entered into between Contractor and the City, Contractor shall provide *up to* 1,687 gift cards on a monthly basis to the City through March 2024. The gift cards are for exclusive use at Contractor's grocery retail store for purchase of food items only.

During the term of this Agreement for the ARPA Program – Round 2 Grocery Gift Card Purchase entered into between Contractor and the City, Contractor shall provide *up to* 1,400 gift cards on a monthly basis to the City through December 2026. The gift cards are for exclusive use at Contractor's grocery retail store for purchase of food items only.

B. Description of services/deliverables:

The City will accept applications from eligible households and distribute the gift cards beginning in June 2022 and will continue to accept applications until March 1, 2023. The program will conclude with the distribution of the final monthly gift card or March 2024, whichever is sooner.

For the ARPA Program – Round 2 Grocery Gift Card program, the City will accept applications from eligible households and distribute the gift cards beginning in April 2024 and will continue to accept applications until December 30, 2025. The program will conclude with the distribution of the final monthly gift card or December 2026, whichever is sooner.

- Because the City will be accepting applications on a rolling basis from February-December 30, 2025, the number of needed gift cards will vary each month but will not exceed 1,400 in any given month. The Contractor must designate a window timeframe to allow City staff to communicate the number of gift cards needed for the following month. The Contractor **MUST register on SAM.gov** and provide UEI,

DUNS or TIN # **prior** to commencement of services and before any payment to be made.

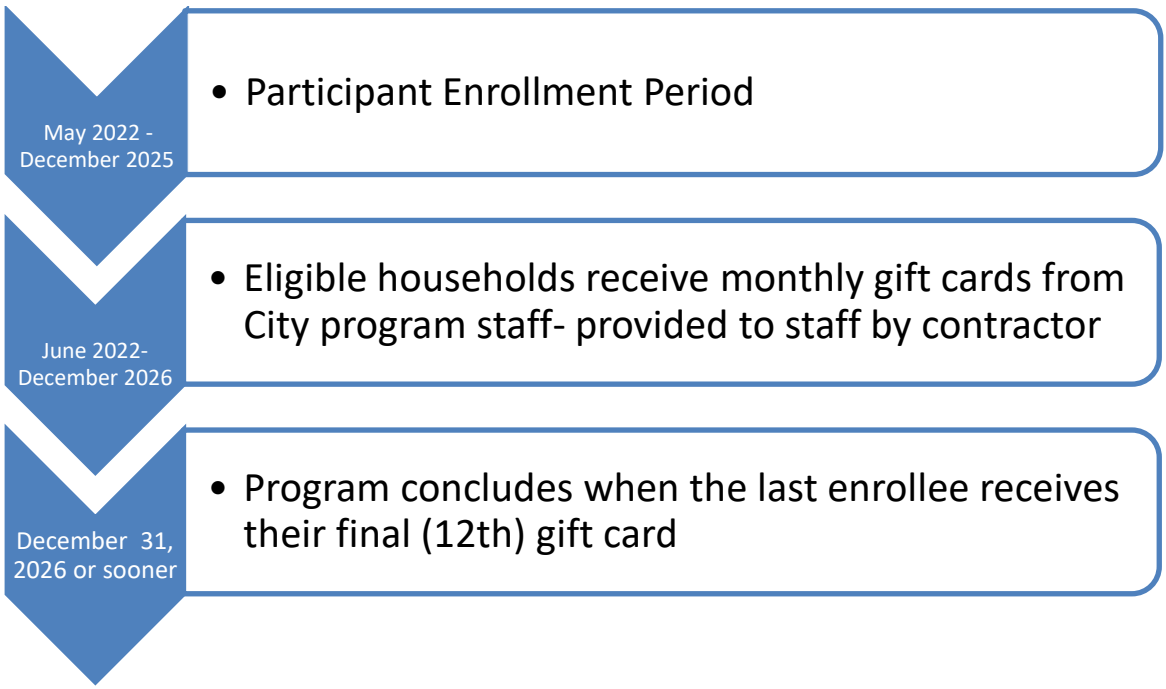
The monthly services/deliverables include:

- Provide the number of requested physical gift cards to the City each month
- Gift cards must be valued at $100 each
- Ensure that participant purchases made with gift cards exclude all purchases of tobacco and alcohol products
- Ensure that gift cards are used to purchase food only by participants

Attachment 2

EXHIBIT B

PROJECT SCHEDULE



Attachment 3

EXHIBIT "C"

PAYMENT SCHEDULE

Proposed Scope of Work	Product or Outcome
The Scope of Work for this effort encompasses the description of services/deliverables found in Exhibit A, Sections A-B. All Scope of Work activities will be completed by the end of the contract term.	• **Must register on SAM.gov** and provide UEI, DUNS or TIN # prior to commencement of services and before any payment to be made • Provide the determined number of gift cards requested by the City each month – not to exceed a maximum of 1,687 gift cards in any given month • Ensure that participant purchases made with gift cards exclude all purchases of tobacco and alcohol products • Ensure that gift cards are used to purchase food only by participants
May 2022 – March 2024 Monthly Invoice Not To Exceed	$168,700.00
April 2024 – December 2026 Monthly Invoice Not To Exceed	$140,000.00
TOTAL NOT TO EXCEED	**$3,704,400.00**

FIRST AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL FOR EQUIPMENT AND SUPPLIES

This first amendment ("First Amendment") to the agreement for the provision of ARPA Resident Food Assistance Program - Grocery Gift Cards ("Agreement"), dated May 17, 2022, by and between the City of Redlands, a municipal corporation ("City"), and About Food Inc., dba Redlands Ranch Market, a California S Corporation ("Contractor") is made and entered into this 3rd day of October, 2023.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically to extend the term of the agreement to March 31, 2024, and update the City's representative;

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

AGREEMENT

Section 1. Article 1 of the Agreement, entitled "Engagement of Contractor," is hereby amended to read as follows:

"1.1 City hereby engages Contractor to provide up to 1,687 gift cards on a monthly basis to City commencing as of the Effective Date of this Agreement through March 2024 (the "Services")."

Section 2. Article 3 of the Agreement, entitled "Responsibilities of City," is hereby amended to read as follows:

"3.2 City designates Selina Sanchez, Grants Coordinator, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services."

Section 3. Article 4 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

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

The term of this Agreement shall commence on May 17, 2022 and expire on March 31, 2024, unless terminated earlier as provided herein or otherwise modified by the Parties."

Section 4. Exhibit "A" of the Agreement, entitled "Scope of Services," is hereby amended as shown in Exhibit "1," attached to this First Amendment.

Section 5. Exhibit "B" of the Agreement, entitled "Project Schedule," is hereby amended as shown in Exhibit "2," attached to this First Amendment.

Section 6. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of October 3, 2023.

CITY OF REDLANDS

Eddie Tejeda, Mayor

CONTRACTOR

By: _____
Dave Ireland, General Manager
Redlands Ranch Market

ATTEST:

Jeanne Donaldson, City Clerk

EXHIBIT 1

SCOPE OF SERVICES

A. Purpose:

According to a Resident COVID-19 Impact Survey conducted by the City, Redlands' residents listed food assistance as one of the top 3 areas of relief that would be of greatest benefit in aiding their recovery from the economic effects of COVID-19. The Grocery Gift Card Program would provide relief to impacted and disproportionately impacted households by issuing a monthly grocery gift card exclusively for the purchase of food at Contractor's grocery retail store for a period of 12 months.

During the term of this Agreement for the ARPA Program - Grocery Gift Card Purchase entered into between Contractor and the City, Contractor shall provide *up to* 1,687 gift cards on a monthly basis to the City through March 2024. The gift cards are for exclusive use at Contractor's grocery retail store for purchase of food items only.

B. Description of services/deliverables:

The City will accept applications from eligible households and distribute the gift cards beginning in June 2022 and will continue to accept applications until March 1st, 2023. The program will conclude with the distribution of the final monthly gift card or March 2024, whichever is sooner.

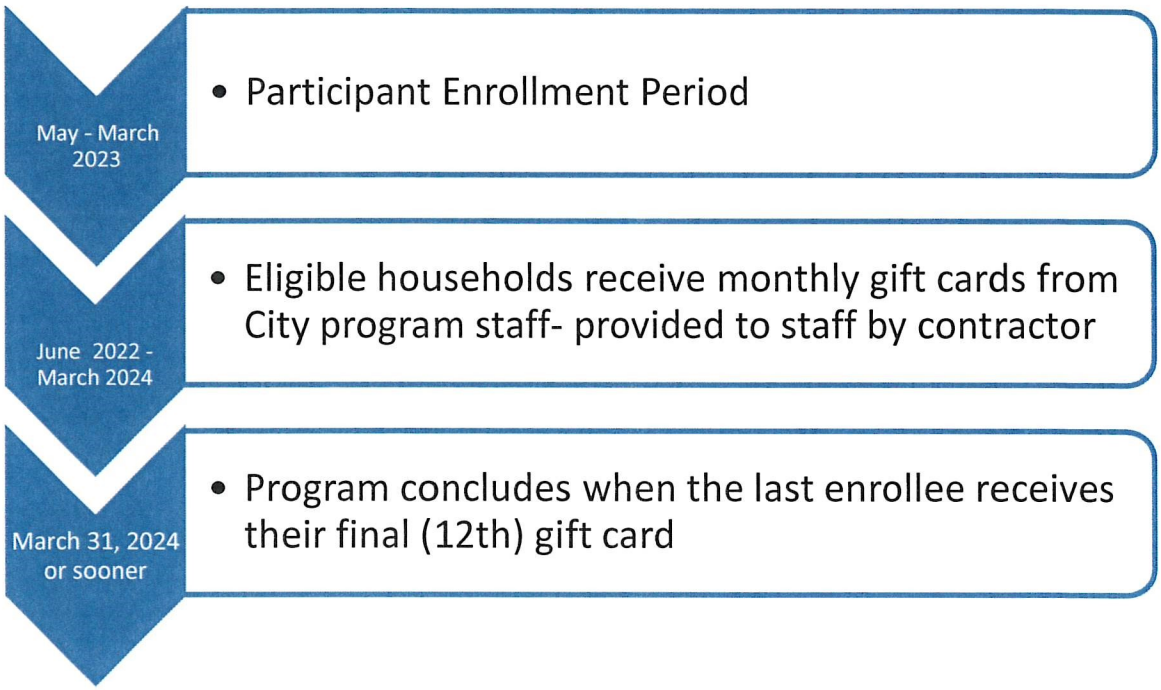
- Because the City will be accepting applications on a rolling basis from May-March 1, 2023, the number of needed gift cards will vary each month but will not exceed 1,687 in any given month. The Contractor must designate a window timeframe to allow City staff to communicate the number of gift cards needed for the following month. The Contractor **MUST register on SAM.gov** and provide UEI, DUNS or TIN # **prior** to commencement of services and before any payment to be made.

The monthly services/deliverables include:

- Provide the number of requested physical gift cards to the City each month
- Gift cards must be valued at $100 each
- Ensure that participant purchases made with gift cards exclude all purchases of tobacco and alcohol products
- Ensure that gift cards are used to purchase food only by participants

EXHIBIT 2

PROJECT SCHEDULE



AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of ARPA Resident Food Assistance Program - Grocery Gift Cards ("Agreement") is made and entered in this 17th day of May, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and About Food Inc., dba Redlands Ranch Market, a California S Corporation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to provide up to 1,687 gift cards on a monthly basis to City commencing as of the Effective Date of this Agreement through October 2023 (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates Maira Durazo, Grants Coordinator, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

The term of this Agreement shall commence on May 17th 2022 and expire on October 31st 2023 unless terminated earlier as provided herein or otherwise modified by the Parties.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of Two Million Twenty-Four Thousand Four Hundred Dollars ($2,024,400). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Payment Schedule," which is attached hereto and incorporated herein by this reference.

5.2 Contractor shall submit monthly the completed attached "Invoice Form" template to City describing the Services performed during the preceding month in accordance with Exhibit "D" titled "Invoice Form." Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of gift cards provided to City. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

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

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	David Ireland, General Manager About Food Inc. dba Redlands Ranch Market 800 E. Lugonia Ave. Redlands, CA, 92374 redhead443@gmail.com (951) 741-1884

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

B. Commercial General Liability (CGL) insurance with carriers acceptable to City:

    a. Limits of insurance not less than:
        1. $1,000,000 Each Occurrence Limit
        2. $1,000,000 Personal and Advertising Injury Limit
        3. $2,000,000 Annual Aggregate Limit
        4. $2,000,000 Products-Completed Operations Limit
    b. City shall be included as an Additional Insured. Contractor shall also cause its policy to be amended to provide that the coverage afforded to the additional insured is primary to and noncontributing with any other insurance, self-insurance or deductible amount maintained by or provided to the additional insured. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Contractor's CGL, as well as a copy of the policy's endorsement providing coverage to the additional insured on a primary and non-contributing basis.
    c. CGL coverage shall be written on ISO Occurrence form CG00011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury. Use of any CGL form covering defense costs within the limits of insurance requires the prior written consent of City.

C. On the certificate of insurance, the Certificate Holder section should read as follows:

    City of Redlands
    Attn: Risk Management
    P. O. Box 3005
    Redlands, CA 92373

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

8.5 This Agreement shall be governed by and construed in accordance with the Department of the Treasury's Interim Final Rule (31 CFR Part 35); 2 CFR Part 200 of Federal Grant Regulations; and the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

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

ARTICLE 9 – UNIFORM GUIDANCE PROVISIONS

By executing this Agreement, the Contractor hereby certifies that it will adhere to and comply with the following provisions as may be applicable to a Non-Federal Entity Contractor per Appendix II to Title 2 CFR Part 200 of the Federal Uniform Guidance:

9.1 Remedies for Breach – Any waiver by the City of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of City to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing City from enforcement of the terms of the Agreement.

9.2 Termination for Cause - This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to

Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

9.3 Equal Employment Opportunity – No construction is to be funded with moneys under this program; as such, the funds used for this program are not subject to Equal Employment Opportunity.

9.4 Davis-Bacon, as amended (40 U.S.C. 3141-3148) – No construction is to be funded with moneys under this Program; as such, the funds used for this program are not subject to Davis Bacon.

9.5 Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708)- Where applicable, all contracts awarded by the City in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5). Under Section 40 U.S.C. 3702, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9.6 Rights to Inventions – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401.2, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the U.S. Department of the Treasury.

9.7 Clean Air Act (42 U.S.C. 7401-7671q) and Water Pollution Act (33 U.S.C. 1251-1387) – Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671q) and the

Federal Water Pollution Control Act as amended (33 U.S.C.A. Section 1251 - 1387). Violations shall be reported to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).

9.8 Energy Efficiency – Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et. seq., 89 Stat.871).

9.9 Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689) – No contract shall be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement E.O.s 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.

9.10 Anti-Lobbying Certification (31 U.S.C.A. 1352) – The language of the certification set forth in this paragraph 9.10 shall be required in all contracts or subcontracts entered into in connection with this program activity and all Contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.A. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and no more than $100,000 for such failure. "The undersigned certifies, to the best of his or her knowledge or belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan or cooperative agreement, he/she will complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

9.11 Procurement of Recovered Materials – A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental

Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.12 Access to Records and Records Retention - Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services. Such books shall be available at reasonable times for examination by City at the office of the Contractor. The Contractor, shall allow all duly authorized Federal, State, and/or City officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to this specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least eight (8) years after the expiration of the term of this Agreement.

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

CONTRACTOR

By: _____
David Ireland, General Manager
Redlands Ranch Market

EXHIBIT "A"

SCOPE OF SERVICES

A. Purpose:

According to a Resident COVID-19 Impact Survey conducted by the City, Redlands' residents listed food assistance as one of the top 3 areas of relief that would be of greatest benefit in aiding their recovery from the economic effects of COVID-19. The Grocery Gift Card Program would provide relief to impacted and disproportionately impacted households by issuing a monthly grocery gift card exclusively for the purchase of food at Contractor's grocery retail store for a period of 12 months.

During the term of this Agreement for the ARPA Program - Grocery Gift Card Purchase entered into between Contractor and the City, Contractor shall provide *up to* 1,687 gift cards on a monthly basis to the City through October 2023. The gift cards are for exclusive use at Contractor's grocery retail store for purchase of food items only.

B. Description of services/deliverables:

The City will accept applications from eligible households and distribute the gift cards beginning in June 2022 and will continue to accept applications until October 1st 2022. The program will conclude with the distribution of the final monthly gift card or October 2023, whichever is sooner.

- Because the City will be accepting applications on a rolling basis from May-October 1, 2022, the number of needed gift cards will vary each month, but will not exceed 1,687 in any given month. The Contractor must designate a window timeframe to allow City staff to communicate the number of gift cards needed for the following month. The Contractor **MUST register on SAM.gov** and provide UEI, DUNS or TIN # **prior** to commencement of services and before any payment to be made

The monthly services/deliverables include:

- Provide the number of requested physical gift cards to the City each month
- Gift cards must be valued at $100 each
- Ensure that participant purchases made with gift cards exclude all purchases of tobacco and alcohol products
- Ensure that gift cards are used to purchase food only by participants

EXHIBIT "B"

PROJECT SCHEDULE

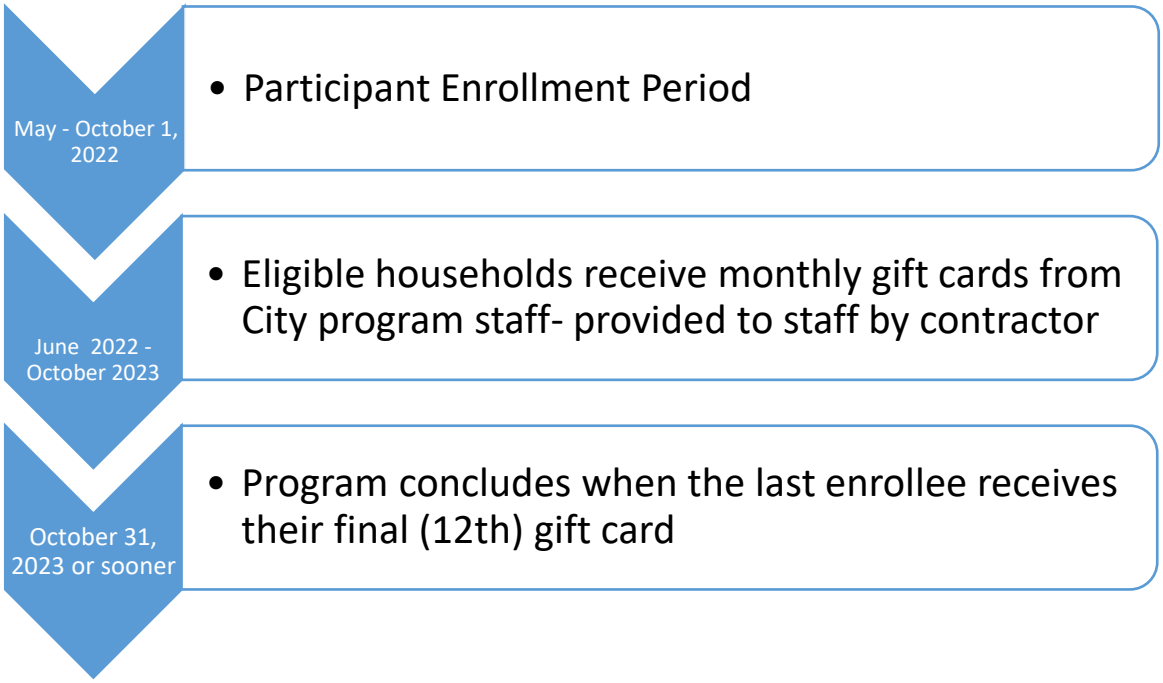


EXHIBIT "C"

PAYMENT SCHEDULE

Proposed Scope of Work	Product or Outcome
The Scope of Work for this effort encompasses the description of services/deliverables found in Exhibit A, Sections A-B. All Scope of Work activities will be completed by the end of the contract term.	• **Must register on SAM.gov** and provide UEI, DUNS or TIN # prior to commencement of services and before any payment to be made • Provide the determined number of gift cards requested by the City each month – not to exceed a maximum of 1,687 gift cards in any given month • Ensure that participant purchases made with gift cards exclude all purchases of tobacco and alcohol products • Ensure that gift cards are used to purchase food only by participants
Monthly Invoice Not To Exceed	$168,700.00
TOTAL NOT TO EXCEED	**$2,024,400.00**

EXHIBIT "D"

INVOICE FORM

TO BE PROVIDED ON LETTERHEAD

Contractor Name: About Foods Inc., dba Redlands Ranch Market		
Mailing Address: Redlands Ranch Market 800 E. Lugonia Ave. Redlands CA, 92374		
Invoice Number:		
Payment Request for Services Rendered		
Please provide a brief description of services performed:		
Date	Deliverable	Cost
	Total for this Invoice:	$

EXHIBIT "E"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

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

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

CONTRACTOR

By:_____ Date: _____
David Ireland, General Manager
Redlands Ranch Market

City Council Meeting **I. 2.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Public Work Construction Contract with Tryco General Engineering for the 2023 Alley Paving Improvement Project for an amount not-to-exceed $1,738,285 and determination that the Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (City Engineer Dobey)

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 the contract and construction of the 2023 Alley Paving Improvement Project is exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the 2023 Alley Paving Improvement Project plans and specifications, and award a construction contract to Tryco General Engineering for an amount not-to-exceed $1,738,285.

RECOMMENDATION:

Staff recommends City Council determine approval of a construction contract and construction of the 2023 Alley Paving Improvement Project are categorically exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approve the 2023 Alley Paving Improvement Project plans and specifications, and award a construction contract to Tryco General Engineering for an amount not-to-exceed $1,738,285.

DISCUSSION:

The 2023 Alley Paving Improvement Project (Project) will resurface fourteen (14) alleys identified on the attached location map (Attachment D). The Project also removes and replaces driveways and sidewalks where necessary, protects existing utilities, trees, power poles, and public and private improvements, replaces damaged survey monuments, constructs drainage facilities, disposes of excess soil and rock material, and restores all areas and improvements to pre-construction conditions.

Staff prepared plans and specifications, and advertised the Project for construction in January 2024. On February 20, 2024, the City Clerk's office received and opened the following eight (8) bids for the Project:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Amount**
1. Tryco General Engineering, Rimforest, CA	$1,738,285.00
2. LRC Earthwork & Engineering, Jurupa Valley, CA	$1,755,495.00
3. Aneen Construction, Riverside, CA	$1,884,059.00
4. IE General Engineering Inc., Wildomar, CA	$2,314,030.00
5. Wheeler Paving, Riverside, CA	$2,434,022.55
6. Onyx Paving Company Inc., Anaheim, CA	$2,639,000.00
7. All American Asphalt, Corona, CA	$2,742,244.00
8. Gentry General Engineering, Colton, CA	$2,995,260.00

Staff reviewed bids to determine responsiveness to bid requirements, and Tryco General Engineering was determined to be the lowest responsive and responsible bidder. Therefore, staff recommends awarding a construction contract to Tryco General Engineering for an amount not-to-exceed $1,738,285. If approved, it is anticipated that the Project will be completed within one hundred (100) working days.

This Project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act as the Project involves paving existing alleys within the right-of-way with no increase to existing use.

ALTERNATIVES:

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

STRATEGIC PLAN:

The project supports 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
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, City Engineer

PREPARED BY:
Elva Arellanes, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 23/24
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	101400; 211910; Measure T

Discussion:

There is no fiscal impact associated with this action. The cost for this project is included in the FY 23/24 MUED Budget.

Attachments

A. Tryco Construction Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. Alley Project Plans (For Reference)
F. Specifications (For Reference)

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 19th day of March, 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 Tryco General Engineering (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 Alley Paving Improvement Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's 2023 Alley Paving Improvement Project, Project No. 211009 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of one million seven hundred thirty-eight thousand two hundred eighty-five dollars ($1,738,285) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within One Hundred (100) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of 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.

[Signatures on Next Page]

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)

TRYCO GENERAL ENGINEERING
_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

960285
_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
2023 Alley Paving Improvement Project
Project No. 211009

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.

Tryco General Engineering_____
(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 Tryco General Engineering (hereinafter designated as "Principal") have entered into an agreement dated March 19th, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as 2023 Alley Paving Improvement Project, Project No. 211009 and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of one million seven hundred thirty-eight thousand two hundred eighty-five dollars ($1,738,285) 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 Tryco General Engineering (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 March 19th, 2024, and identified as 2023 Alley Paving Improvement Project, Project No. 211009 is hereby referred to and made a part hereof; and

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

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of one million seven hundred thirty-eight thousand two hundred eighty-five dollars ($1,738,285) 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)
(Seal and Notarial Acknowledgement of Surety)	Address:_____
	_____
	Telephone: ( )_____

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **14th day of February 2024 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **2023 Alley Paving Improvement Project – Project No. 211009**. 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	Tryco General Engineering, Rimforest CA	Yes	Yes	N/A	$1,738,285.00
2	LRC Earthwork & Engineering, Jurupa Valley CA	Yes	Yes	N/A	$1,755,495.00
3	Aneen Construction, Riverside CA	Yes	Yes	N/A	$1,884,059.00
4	IE General Engineering Inc., Wildomar CA	Yes	Yes	N/A	$2,314,030.00
5	Wheeler Paving, Riverside CA	Yes	Yes	N/A	$2,434,022.55
6	Onyx Paving Company Inc., Anaheim CA	Yes	Yes	N/A	$2,639,000.00
7	All American Asphalt, Corona CA	Yes	Yes	N/A	$2,742,244.00
8	Gentry General Engineering, Colton CA	Yes	Yes	N/A	$2,995,260.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Elva Arellanes, Goutam Dobey

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 211009
2023 Alley Paving Improvement Project

BID DATE: 14-Feb-2024
EST. START DATE: 1-Apr-2024

Item No.	Bid Item	Quantity	Unit	Tryco General Engineering		LRC Earthwork & Engineering, Corp.		Aneen Construction	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$80,000.00	$80,000.00	$65,000.00	$65,000.00	$82,600.00	$82,600.00
2	SWPPP	1	LS	$6,500.00	$6,500.00	$15,000.00	$15,000.00	$5,000.00	$5,000.00
3	Survey (Construction Staking)	1	LS	$30,000.00	$30,000.00	$40,000.00	$40,000.00	$10,000.00	$10,000.00
4	Removal of all trash and debris, shrubs, bushes, tree stumps, existing pavement, pavement grindings from right away	1	LS	$100,000.00	$100,000.00	$400,000.00	$400,000.00	$351,000.00	$351,000.00
5	Construct 2.5" AC over 4" Aggregate Base, Compact Top 6" to 95% Compaction	146,860	SF	$5.50	$807,730.00	$4.50	$660,870.00	$3.90	$572,754.00
6	Construct 2' Wide V-Gutter	8,395	SF	$45.00	$377,775.00	$25.00	$209,875.00	$65.00	$545,675.00
7	Construct V-Gutter Transition	19	EA	$1,000.00	$19,000.00	$1,000.00	$19,000.00	$1,000.00	$19,000.00
8	Remove and Replace Driveway, 6" Thick PCC (560-C-3250)	3,510	SF	$18.00	$63,180.00	$25.00	$87,750.00	$18.00	$63,180.00
9	Remove and Replace Sidewalk, 6" Thick PCC (560-C-3250)	1,950	SF	$18.00	$35,100.00	$16.00	$31,200.00	$13.00	$25,350.00
10	Construct 8" Curb	300	LF	$84.00	$25,200.00	$75.00	$22,500.00	$65.00	$19,500.00
11	Adjust Manhole to Grade	9	EA	$1,000.00	$9,000.00	$1,200.00	$10,800.00	$2,000.00	$18,000.00
12	Construct Concrete Collar	9	EA	$1,200.00	$10,800.00	$1,500.00	$13,500.00	$1,000.00	$9,000.00
13	Construct New Rock Curb per City of Redlands Standard No. 129	100	LF	$140.00	$14,000.00	$150.00	$15,000.00	$100.00	$10,000.00
14	Demobilization	1	LS	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$3,000.00	$3,000.00
15	Unforeseen Work Not Covered Within All Other Bid Items	1	LS	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Bid Price				**$1,738,285.00**		**$1,755,495.00**		**$1,884,059.00**

License Status	Active	Active	Active
Sub's License Status	Active	N/A	Active
Bid Bond Company	The Gray Casualty & Surety Co	The Gray Casualty & Surety Co	The Gray Casualty & Surety Co
Submitted Entire Bid Package	Yes	Yes	No
Submitted Sub's Qualification Statement	Yes	N/A	No
DIR Status	Active	Active	Active
Error in Bid	No	No	No

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 211009
2023 Alley Paving Improvement Project

BID DATE: 14-Feb-2024
EST. START DATE: 1-Apr-2024

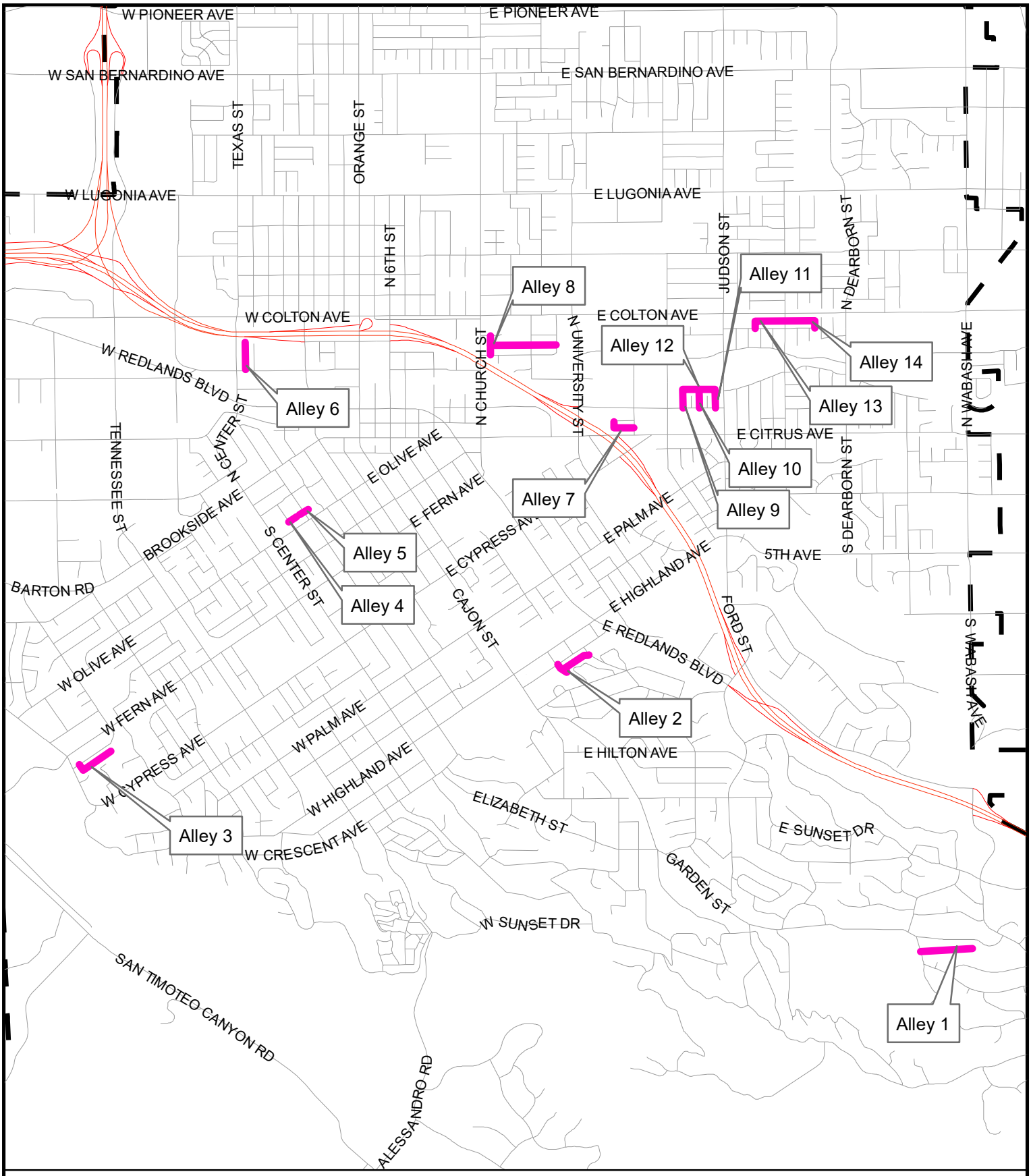
Item No.	Bid Item	Quantity	Unit	IE General Engineering, Inc.		Wheeler Paving		Onyx Paving Company, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$80,000.00	$80,000.00	$59,400.00	$59,400.00	$111,000.00	$111,000.00
2	SWPPP	1	LS	$20,000.00	$20,000.00	$25,650.00	$25,650.00	$11,000.00	$11,000.00
3	Survey (Construction Staking)	1	LS	$45,000.00	$45,000.00	$63,250.00	$63,250.00	$88,000.00	$88,000.00
4	Removal of all trash and debris, shrubs, bushes, tree stumps, existing pavement, pavement grindings from right away	1	LS	$250,000.00	$250,000.00	$346,097.00	$346,097.00	$963,000.00	$963,000.00
5	Construct 2.5" AC over 4" Aggregate Base, Compact Top 6" to 95% Compaction	146,860	SF	$9.00	$1,321,740.00	$8.33	$1,223,343.80	$4.84	$710,802.40
6	Construct 2' Wide V-Gutter	8,395	SF	$35.00	$293,825.00	$44.75	$375,676.25	$48.00	$402,960.00
7	Construct V-Gutter Transition	19	EA	$500.00	$9,500.00	$195.00	$3,705.00	$1,800.00	$34,200.00
8	Remove and Replace Driveway, 6" Thick PCC (560-C-3250)	3,510	SF	$9.00	$31,590.00	$21.50	$75,465.00	$13.00	$45,630.00
9	Remove and Replace Sidewalk, 6" Thick PCC (560-C-3250)	1,950	SF	$6.50	$12,675.00	$15.75	$30,712.50	$11.00	$21,450.00
10	Construct 8" Curb	300	LF	$28.00	$8,400.00	$59.00	$17,700.00	$77.00	$23,100.00
11	Adjust Manhole to Grade	9	EA	$4,500.00	$40,500.00	$2,875.00	$25,875.00	$2,000.00	$18,000.00
12	Construct Concrete Collar	9	EA	$1,200.00	$10,800.00	$472.00	$4,248.00	$2,000.00	$18,000.00
13	Construct New Rock Curb per City of Redlands Standard No. 129	100	LF	$100.00	$10,000.00	$124.00	$12,400.00	$240.00	$24,000.00
14	Demobilization	1	LS	$30,000.00	$30,000.00	$20,500.00	$20,500.00	$17,857.60	$17,857.60
15	Unforeseen Work Not Covered Within All Other Bid Items	1	LS	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
			Total Bid Price		**$2,314,030.00**		**$2,434,022.55**		**$2,639,000.00**

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 211009
2023 Alley Paving Improvement Project

BID DATE: 14-Feb-2024
EST. START DATE: 1-Apr-2024

Item No.	Bid Item	Quantity	Unit	All American Asphalt		Gentry General Engineering			
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$115,000.00	$115,000.00	$52,000.00	$52,000.00		
2	SWPPP	1	LS	$8,800.00	$8,800.00	$70,000.00	$70,000.00		
3	Survey (Construction Staking)	1	LS	$57,000.00	$57,000.00	$9,980.00	$9,980.00		
4	Removal of all trash and debris, shrubs, bushes, tree stumps, existing pavement, pavement grindings from right away	1	LS	$962,000.00	$962,000.00	$776,000.00	$776,000.00		
5	Construct 2.5" AC over 4" Aggregate Base, Compact Top 6" to 95% Compaction	146,860	SF	$4.80	$704,928.00	$8.00	$1,174,880.00		
6	Construct 2' Wide V-Gutter	8,395	SF	$45.00	$377,775.00	$60.00	$503,700.00		
7	Construct V-Gutter Transition	19	EA	$417.00	$7,923.00	$2,000.00	$38,000.00		
8	Remove and Replace Driveway, 6" Thick PCC (560-C-3250)	3,510	SF	$54.30	$190,593.00	$25.00	$87,750.00		
9	Remove and Replace Sidewalk, 6" Thick PCC (560-C-3250)	1,950	SF	$25.00	$48,750.00	$19.00	$37,050.00		
10	Construct 8" Curb	300	LF	$82.00	$24,600.00	$51.00	$15,300.00		
11	Adjust Manhole to Grade	9	EA	$575.00	$5,175.00	$1,600.00	$14,400.00		
12	Construct Concrete Collar	9	EA	$750.00	$6,750.00	$1,700.00	$15,300.00		
13	Construct New Rock Curb per City of Redlands Standard No. 129	100	LF	$79.50	$7,950.00	$109.00	$10,900.00		
14	Demobilization	1	LS	$75,000.00	$75,000.00	$40,000.00	$40,000.00		
15	Unforeseen Work Not Covered Within All Other Bid Items	1	LS	$150,000.00	$150,000.00	$150,000.00	$150,000.00		
	Last Minute Additions/Deductions				$0.00		$0.00		
			Total Bid Price		**$2,742,244.00**		**$2,995,260.00**		**$0.00**



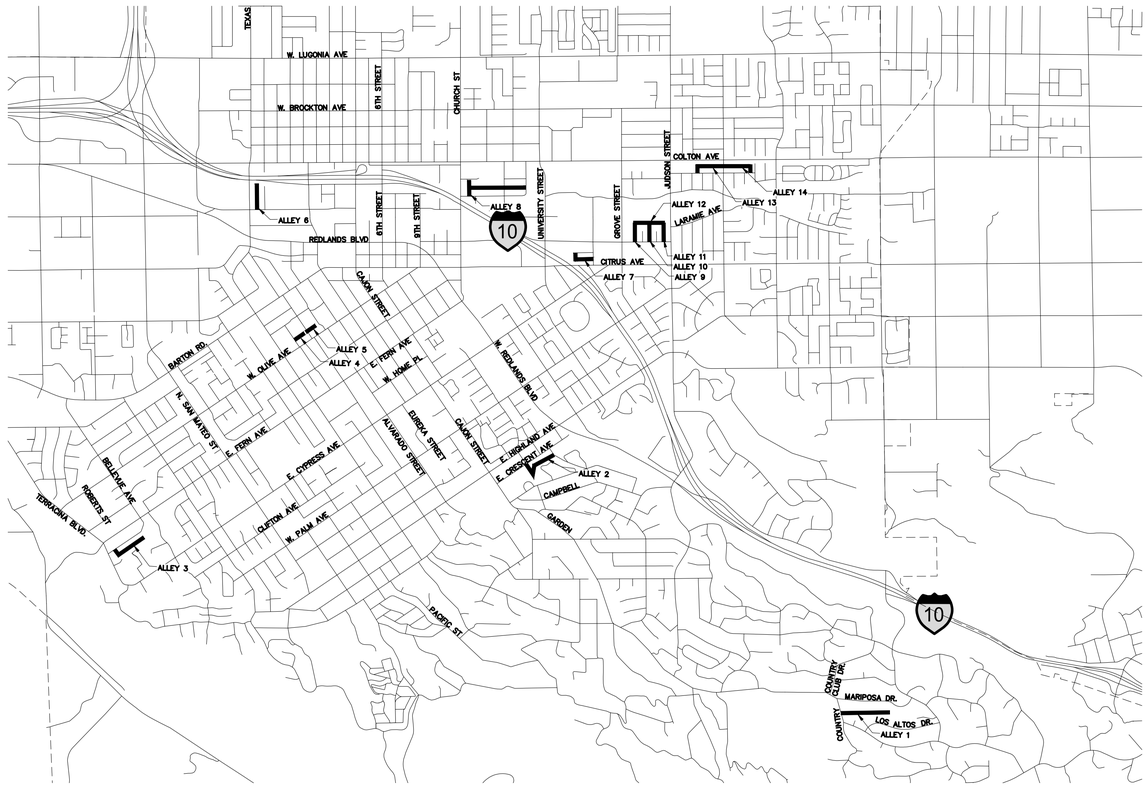
2023 Alley Paving Improvement Project Location Map

Legend:

2023 ALLEYS

CONSTRUCTION PLANS FOR
CITY OF REDLANDS
2023 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT No. 211009

JANUARY 2024



NORTH

VICINITY MAP
NTS

LINE IS 2 INCHES
AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET & VICINITY MAP
2	NOTES AND DETAILS
3	ALLEY 1
4	ALLEY 2
5	ALLEY 3, 4, & 5
6	ALLEY 6 & 7
7	ALLEY 8
8	ALLEY 9, 10, 11 & 12
9	ALLEY 13 & 14

CITY COUNCIL:

EDDIE TEJEDA, MAYOR
PAUL BARICH, MAYOR PRO TEM
DENISE DAVIS, COUNCIL MEMBER
JENNA GUZMAN-LOWERY, COUNCIL MEMBER
MARIO SAUCEDO, COUNCIL MEMBER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

CITY STAFF:

CHARLES M. DUGGAN JR., CITY MANAGER

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

BENCHMARK

NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 211009
TITLE SHEET & VICINITY MAP

Designed by: EA
Date: 01/24
Checked by: GD
Date: 01/24
Drawn by: EA
Date: 01/24
Checked by: GD
Date: 01/24

Reviewed By: 01/25/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 01/25/2024
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 1 of 9 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

F-2437 ST

K:\Capital Projects\211400 PARK RESERVOIRS\2023 Alley Paving Improvement Project\0 DESIGN\CAD\Site Layout_Leicester.dwg | Plotted: 1/29/2024

GENERAL NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER'S REPRESENTATIVE TO SCHEDULE CITY PERSONNEL FOR A FINAL INSPECTION AND APPROVAL OF TRAFFIC CONTROL DEVICES PRIOR TO PROJECT ACCEPTANCE.
2. ALL CONSTRUCTION SIGNS SHALL BE BLACK ON ORANGE BACKGROUND WITH HIGH INTENSITY (FHWA TYPE III) REFLECTIVE SHEETING.
3. ALL CONSTRUCTION SIGNING SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES. PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
4. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL TRAFFIC CONTROL DEVICES AS NECESSARY FOR PUBLIC SAFETY. ALL WORK WITHIN 6-FEET OF THE SHOULDER WILL REQUIRE CLOSURE OF THE SHOULDER. ALL WORK WITHIN 6-FEET OF THE TRAVELED WAY WILL REQUIRE CLOSURE OF THAT LANE.
5. ALL CONFLICTING SIGNS SHALL BE REMOVED OR RELOCATED BY THE CONTRACTOR. RELOCATABLE SIGNS SHALL BE INSTALLED AS SPECIFIED ON THE PLANS OR AS DETERMINED IN THE FIELD BY THE CITY ENGINEER'S REPRESENTATIVE.
6. ALL WORK SHALL CONFORM TO THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)", 2018 EDITION, THE "STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION", 2012 EDITION, AND THE CITY OF REDLANDS STANDARD SPECIFICATIONS. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE CITY ENGINEER'S REPRESENTATIVE.
7. IF ANY DAMAGE OCCURS AS A RESULT OF THIS PROJECT, THE CONTRACTOR IS RESPONSIBLE FOR REPAIR AT HIS EXPENSE.
8. SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE THE "ENCROACHMENT PERMIT" WILL BE VALID. FOR YOUR DIG ALERT ID NUMBER, CALL UNDERGROUND SERVICE ALERT (TOLL FREE) AT 1-800-227-2600, TWO WORKING DAYS BEFORE YOU DIG.
9. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE PROJECT. SEE SECTION 01722 OF THE GENERAL REQUIREMENTS.
10. USE BEST MANAGEMENT PRACTICES (BMP) TO PREVENT AND CONTAIN ANY ILLEGAL DISCHARGES IN ACCORDANCE WITH CHAPTER 13.54 OF THE MUNICIPAL CODE AND THE TERMS OF NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM. THIS IS TO REMAIN IN EFFECT FOR THE ENTIRE DURATION OF PROJECT CONSTRUCTION UNTIL COMPLETION AND ACCEPTANCE BY THE CITY ENGINEER'S REPRESENTATIVE.
11. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL/DETOUR PLAN TO THE CITY ENGINEER'S REPRESENTATIVE FOR APPROVAL. ALL APPROVED CONSTRUCTION SIGNAGE SHALL BE IN PLACE PRIOR TO THE START OF WORK.
12. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF QUANTITIES BEFORE SUBMITTING HIS BID. ANY ITEM OR WORK REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE ITEMS OF WORK.
13. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ACCURATE "RECORD" DRAWINGS TO THE CITY UPON COMPLETION OF CONSTRUCTION.
14. PAVING WORK WITHIN TEN FEET OF ANY SHALLOW (1-1/2' OR LESS COVER) UNDERGROUND STRUCTURE OR UTILITY SHALL BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER'S REPRESENTATIVE.
15. ALL DELINEATORS, SIGNS, TRAFFIC CONES SHALL BE IN NEW CONDITION.
16. ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.
17. THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.
18. ALL AGGREGATE BASE AND GRAVEL BACK FILL, WILL CONSIST OF CRUSHED AGGREGATE BASE (CAB), CRUSHED MISCELLANEOUS BASE, FINE MIX (CMB) OR CLASS 2 BASE (3/4" MAX.) @ 95% COMPACTION.

ACCURACY DISCLAIMER:

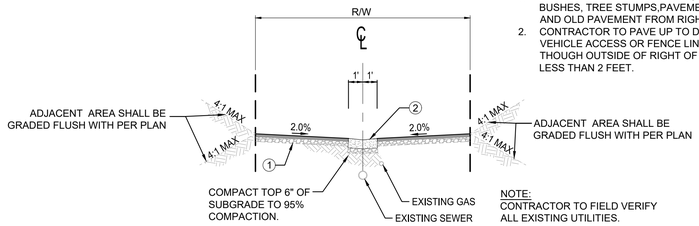
THESE DRAWINGS ARE NOT BASED ON A FIELD SURVEY. ALL BASE DRAWING INFORMATION WAS GENERATED FROM DATA INCLUDING GEOGRAPHIC INFORMATION SYSTEM (GIS) SHAPEFILES FOR STREET CENTERLINES, RIGHT-OF-WAY, PARCEL LINES, AND UNDERGROUND UTILITIES. BASE DRAWINGS WERE THEN AUGMENTED WITH AVAILABLE UTILITY RECORD DRAWINGS, TOGETHER WITH A DESKTOP (VIRTUAL) ASSESSMENT OF STREET IMPROVEMENTS, AND A FIELD RECONNAISSANCE. THERE IS NO GUARANTEE AS TO THE ACCURACY OF SAID DRAWINGS AND POTENTIAL INTERFERENCES THAT MAY IMPACT THE ALLEY PAVING IMPROVEMENT PROJECT. ONCE PROPOSED ALIGNMENTS HAVE BEEN DULY ESTABLISHED IN THE FIELD AND APPROVED BY A CITY REPRESENTATIVE, CONTRACTOR SHALL POTHOLE EACH AND EVERY POTENTIAL INTERFERENCE AND CONNECTION LOCATION TO CONFIRM EXTENT OF THEIR RESPECTIVE INFLUENCES.

ROADWAY AND BUILDING ALIGNMENTS AND ANY HORIZONTAL DEFLECTIONS ARE GENERALLY BASED ON OFFSETS FROM CENTERLINE. ANY SHOWN V-GUTTERS ARE APPROXIMATE AND MAY REQUIRE ADJUSTMENT DURING CONSTRUCTION.

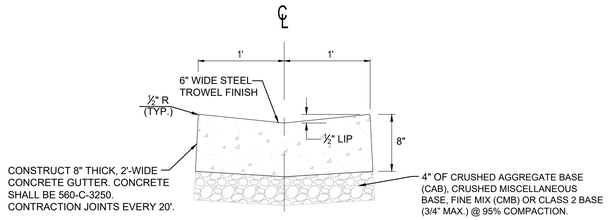
ENGINEER'S NOTICE TO CONTRACTOR:

THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.

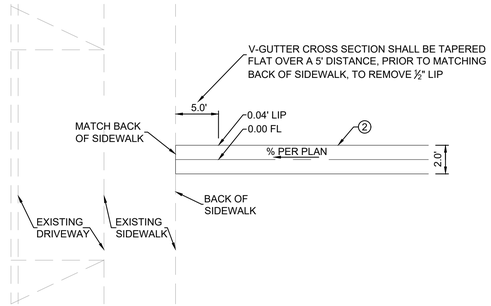
NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.



1 ALLEY TYPICAL SECTION
N.T.S



2 V-GUTTER DETAIL
N.T.S



3 V-GUTTER TRANSITION DETAIL
N.T.S

CONSTRUCTION NOTES:

NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	146,860 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	8,395 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	19 EA
5	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	3,510 SF
6	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	1,950 SF
7	CONSTRUCT 8" CURB PER SPPWC STANDARD PLAN NO. 120-2 TYPE D1-8	300 LF
8	ADJUST MANHOLE TO GRADE. CITY TO PROVIDE NEW MH FRAME AND COVER AS NEEDED.	9 EA
9	CONSTRUCT CONCRETE COLLAR	9 EA
10	CONSTRUCT NEW ROCK CURB PER CITY OF REDLANDS STD. NO. 129	100 LF

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 211009
NOTES AND DETAILS

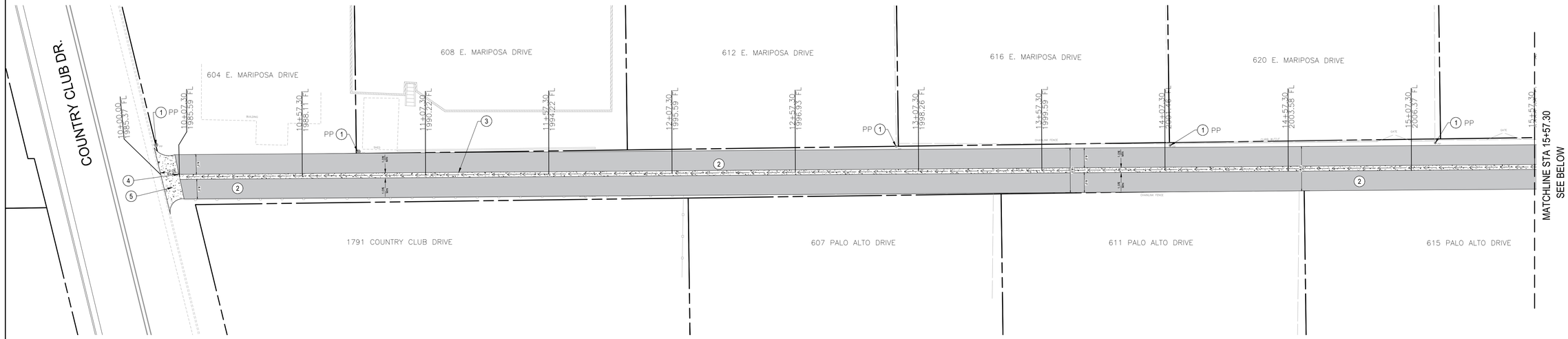
Designed by: EA
Date: 1/24
Checked by: GD
Date: 1/24
Drawn by: EA
Date: 1/24
Checked by: GD
Date: 1/24

Reviewed By: 1/25/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 1/25/2024
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 2 of 9 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

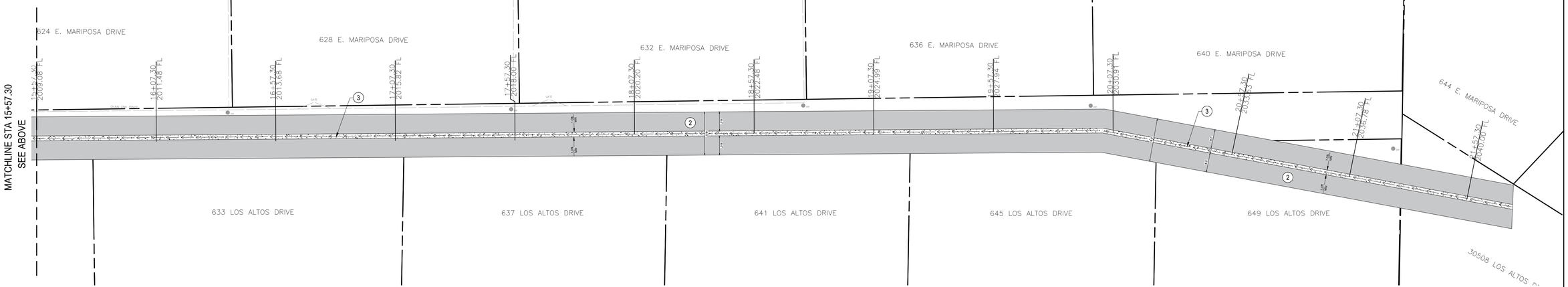
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ALLEY 1
1"=20'

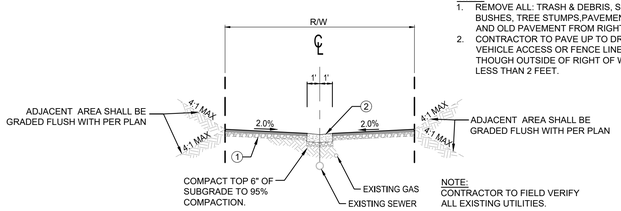
NORTH



ALLEY 1
1"=20'

NORTH

CONSTRUCTION NOTES:		
NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	19,110 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	1,180 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	1 EA
5	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	150 SF



NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

LEGEND

- CONCRETE DRIVE WAY
- LIMITS OF AC PAVEMENT
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB GRADE BREAK LINE
- R RIDGE LINE

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 211009
ALLEY 1

F-2437 ST

Designed by: EA
Date: 1/24
Checked by: GD
Date: 1/24
Drawn by: EA
Date: 1/24
Checked by: GD
Date: 1/24

Reviewed By: 1/25/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 1/25/2024
Goutam K. Dobey, City Engineer, R.C.E. 75646

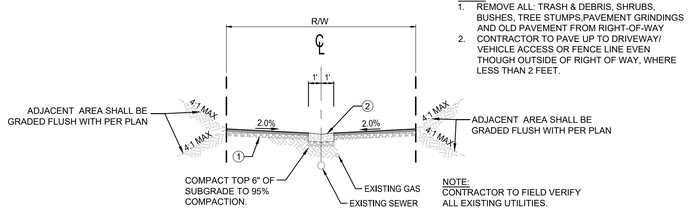
Sheet 3 of 9 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

K:\Capital Projects\211400 PARIS RESURFACING\2023 Alley Paving Improvement Project\LVE DESIGN\CAD\Site Layout_Alleyway.dwg





CONSTRUCTION NOTES:		
NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	13,510 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	890 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	2 EA
5	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	570 SF
7	CONSTRUCT 8" CURB PER SPPWC STANDARD PLAN NO. 120-2 TYPE D1-8	70 LF



NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

LEGEND

- CONCRETE DRIVE WAY
- LIMITS OF AC PAVEMENT
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 211009
ALLEY 2

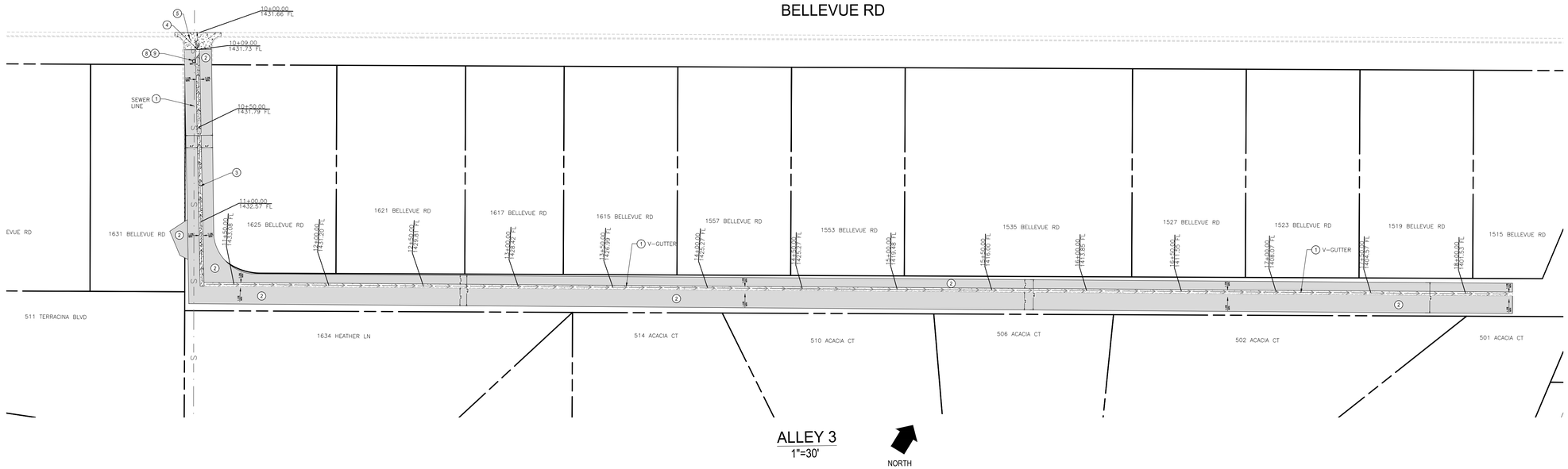
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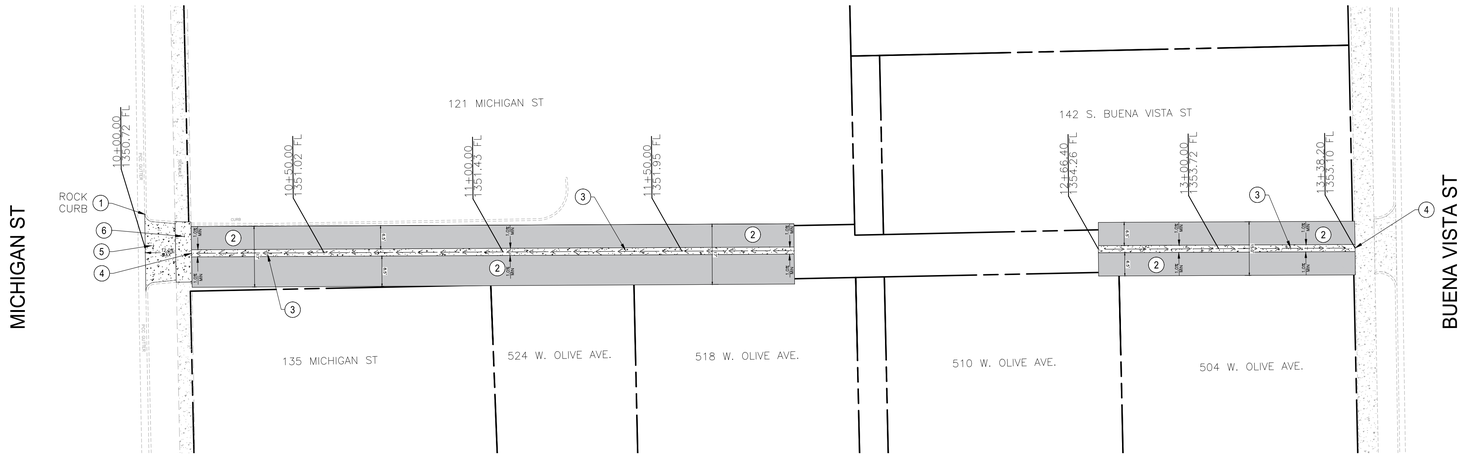
Reviewed By: 1/25/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
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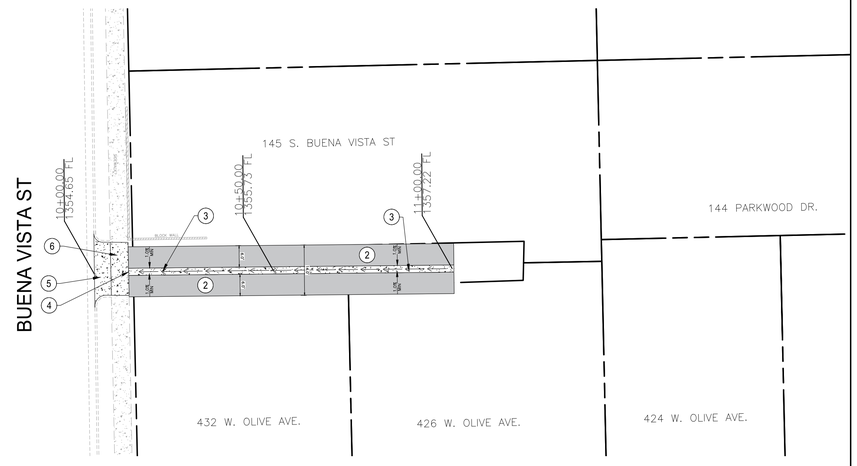
Sheet 4 of 9 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

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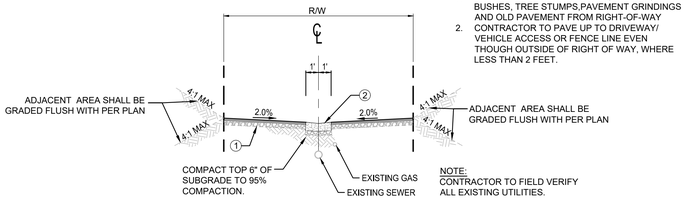






CONSTRUCTION NOTES:

NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	15,970 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	460 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	4 EA
5	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	380 SF
6	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	150 SF
8	ADJUST MANHOLE TO GRADE. CITY TO PROVIDE NEW MH FRAME AND COVER AS NEEDED.	1 EA
9	CONSTRUCT CONCRETE COLLAR	1 EA



NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

LEGEND

- CONCRETE DRIVE WAY
- LIMITS OF AC PAVEMENT
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 211009
ALLEY 3, 4, & 5

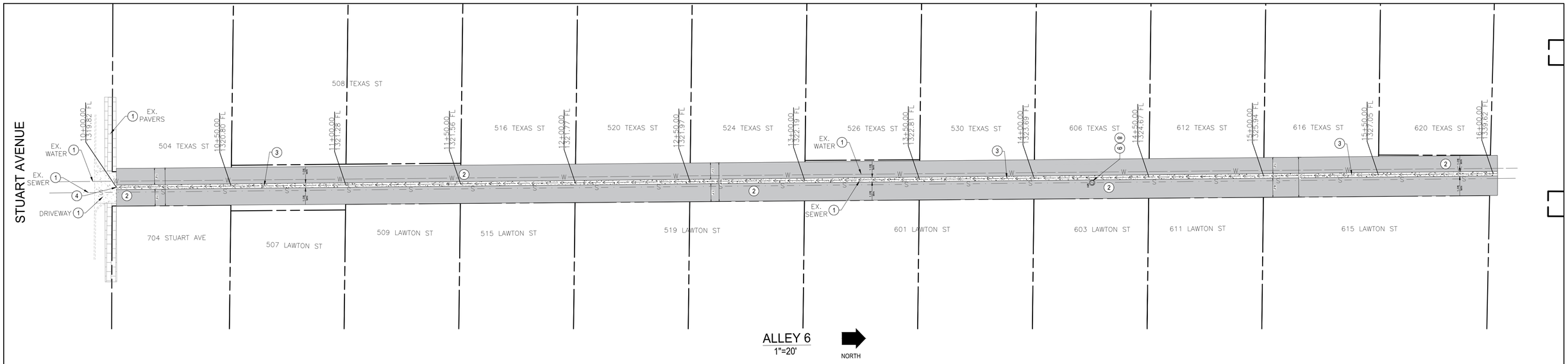
Designed by: EA
Date: 1/24
Checked by: GD
Date: 1/24
Drawn by: EA
Date: 1/24
Checked by: GD
Date: 1/24

Reviewed By:
1/25/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By:
1/25/2024
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 5 of 9 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

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CONSTRUCTION NOTES:		
NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	17,750 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	1,125 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	3 EA
5	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	585 SF
6	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	170 SF
8	ADJUST MANHOLE TO GRADE. CITY TO PROVIDE NEW MH FRAME AND COVER AS NEEDED.	1 EA
9	CONSTRUCT CONCRETE COLLAR	1 EA

NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

LEGEND

- CONCRETE DRIVE WAY
- LIMITS OF AC PAVEMENT
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 211009
ALLEY 6 & 7

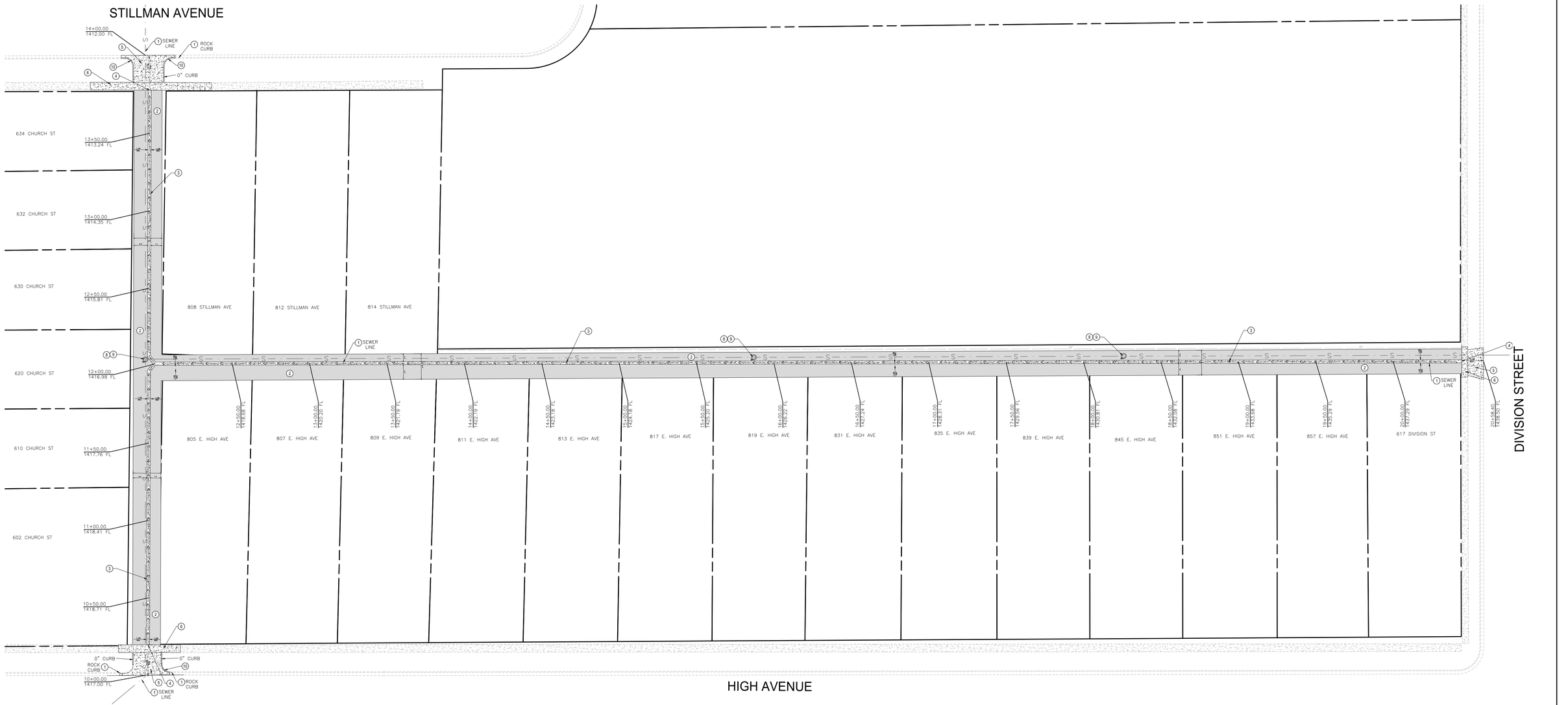
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Date: 1/24
Checked by: GD
Date: 1/24
Drawn by: EA
Date: 1/24
Checked by: GD
Date: 1/24

Reviewed By:
1/25/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By:
1/25/2024
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 6 of 9 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

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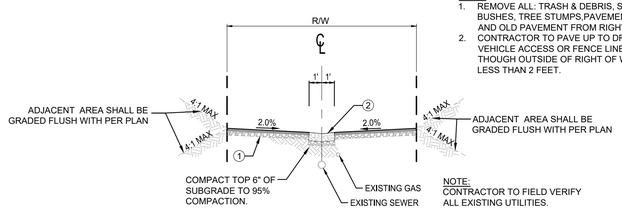
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ALLEY 8
1"=30'

NORTH

CONSTRUCTION NOTES:		
NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	17,770 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	1,210 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	3 EA
5	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	870 SF
6	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	675 SF
8	ADJUST MANHOLE TO GRADE. CITY TO PROVIDE NEW MH FRAME AND COVER AS NEEDED.	3 EA
9	CONSTRUCT CONCRETE COLLAR	3 EA
10	CONSTRUCT NEW ROCK CURB PER CITY OF REDLANDS STD. NO. 129	75 LF



1 ALLEY TYPICAL SECTION
N.T.S

NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

LEGEND

- CONCRETE DRIVE WAY
- LIMITS OF AC PAVEMENT
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 211009
ALLEY 8

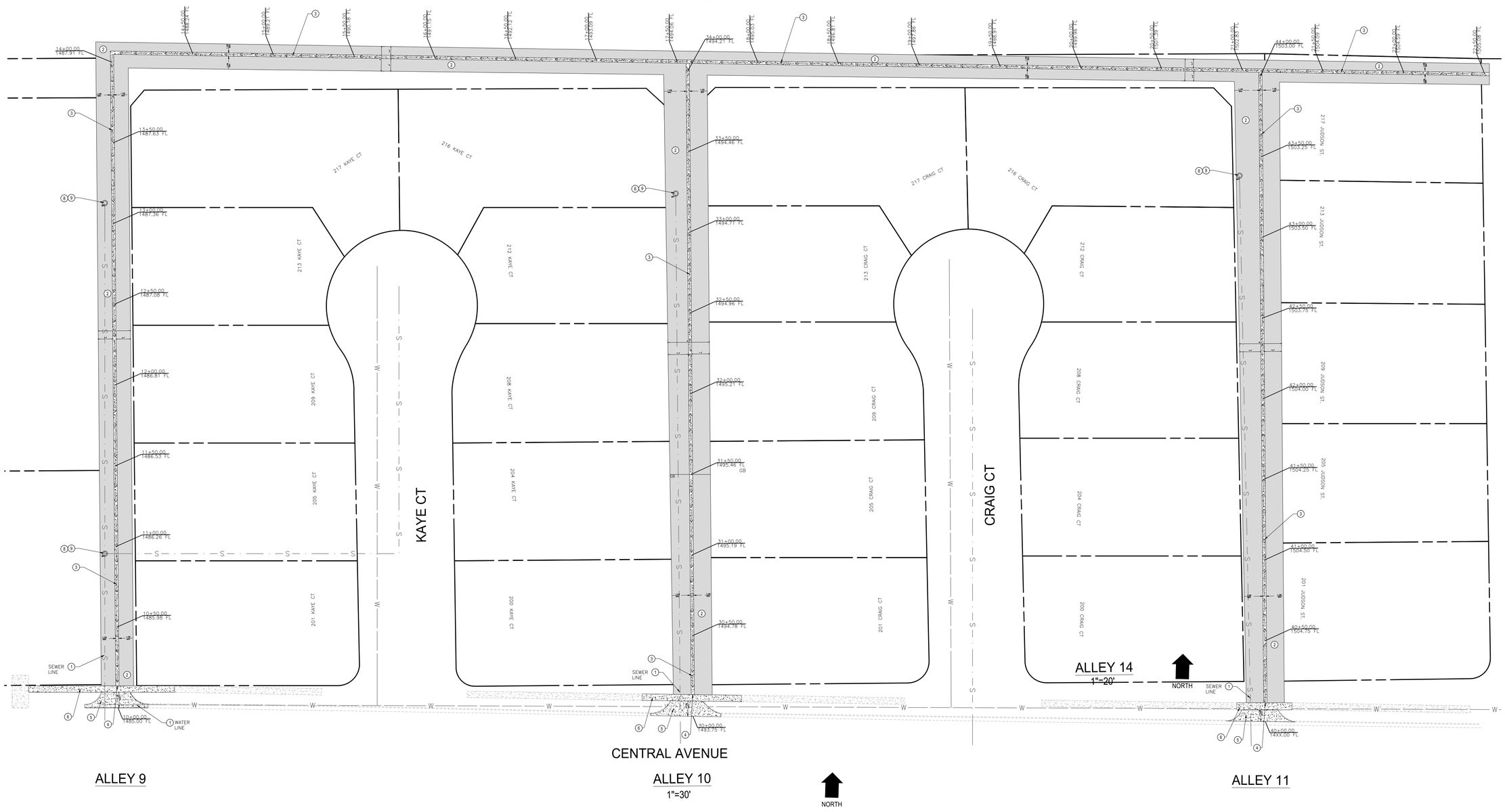
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Reviewed By: 1/25/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 1/25/2024
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 7 of 9 Sheets
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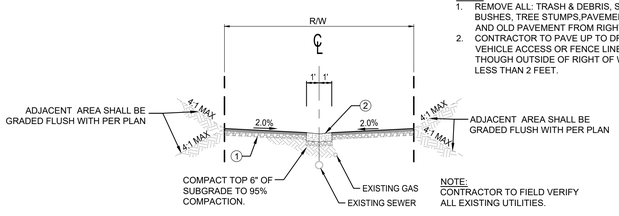
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CONSTRUCTION NOTES:

NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	35,770 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	2,030 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	3 EA
5	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	755 SF
6	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	760 SF
8	ADJUST MANHOLE TO GRADE. CITY TO PROVIDE NEW MH FRAME AND COVER AS NEEDED.	4 EA
9	CONSTRUCT CONCRETE COLLAR	4 EA



NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

LEGEND

- CONCRETE DRIVE WAY
- LIMITS OF AC PAVEMENT
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB GRADE BREAK LINE
- R RIDGE LINE

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 211009
ALLEY 9, 10, 11, & 12

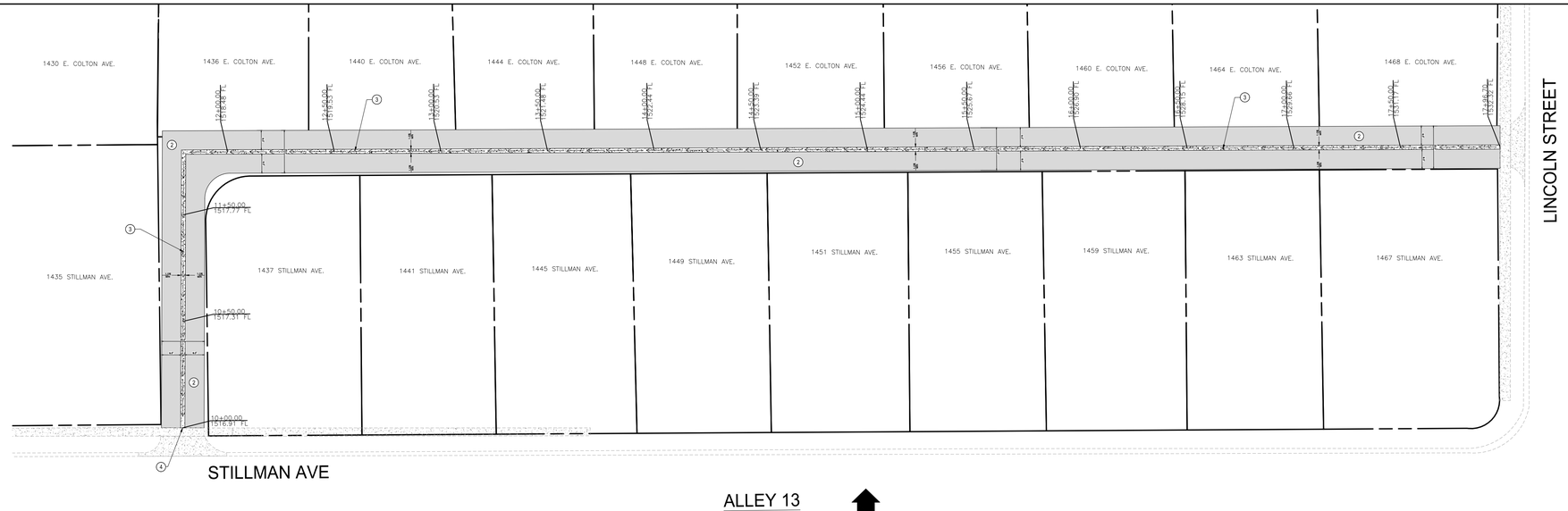
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Checked by: GD
Date: 1/24
Drawn by: EA
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Date: 1/24

Reviewed By: 1/25/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 1/25/2024
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 8 of 9 Sheets
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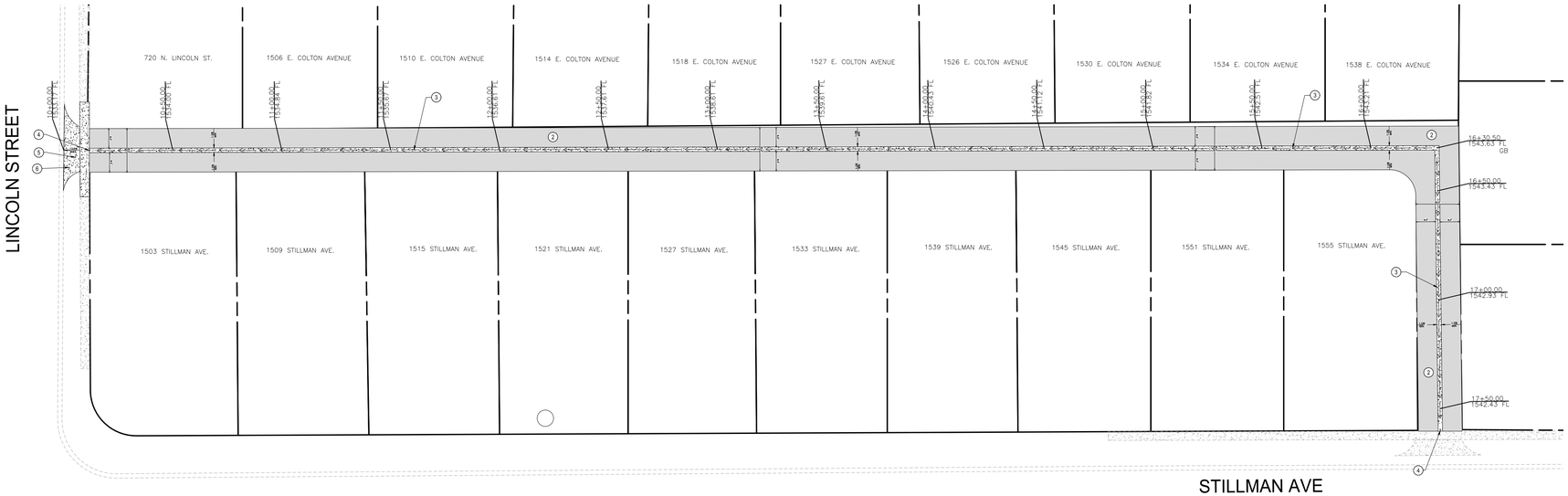
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ALLEY 13
1"=30'

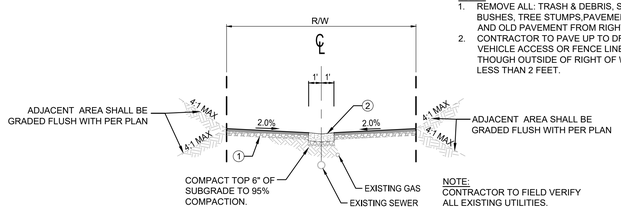
NORTH



ALLEY 14
1"=30'

NORTH

CONSTRUCTION NOTES:		
NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	26,980 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	1,500 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	3 EA
5	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	200 SF
6	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	195 SF



NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

LEGEND

- CONCRETE DRIVE WAY
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REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 211009
ALLEY 13 & 14

Designed by: EA Date: 1/24
Checked by: GD Date: 1/24
Drawn by: EA Date: 1/24
Checked by: GD Date: 1/24

Reviewed By: 1/25/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 1/25/2024
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 9 of 9 Sheets
Scale: Horiz. AS SHOWN
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CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

2023 Alley Paving Improvement Project
Project No. 211009

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

JANUARY 2024

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

2023 Alley Paving Improvement Project
Project No. 211009

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

JANUARY 2024

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2023 Alley Paving Improvement Project
Project No. 211009

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NOTICE INVITING SEALED PROPOSALS (NIB)
For
2023 Alley Paving Improvement Project
Project No. 211009

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 **February 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 Alley Paving Improvement Project, Project No. 211009.**

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-12" 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

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 Elva Arellanes, Project Manager, at 909-798-7584 Ext 9. 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 Alley Paving Improvement Project
Project No. 211009

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 Alley Paving Improvement Project,
Project No. 211009

g. Bids will be opened and publicly read aloud at the time set in the Notice Inviting Sealed Proposals (Bids), in the Office of the City Clerk, Civic Center, 35 Cajon Street, Suite 4, Redlands, California.

2. AGREEMENT AND BONDS:

The form of Contract which the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents (CD) of these specifications and should be carefully examined by the Bidder. The Agreement, admitted Corporate Surety Bonds and other documents to be executed by the Contractor shall be executed in original-duplicates stamped according to law, one of which original-duplicates shall be filed with the City Clerk of the City of Redlands. The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a faithful performance bond and a labor and material bond, each in an amount equal to one hundred percent (100%) of the Contract price. Said bonds shall provide that if the Contractor or their Subcontractor fails to pay for any materials, provision, provender or other supplies or items used in, upon, for or about the performance of the work contracted to be done, or for any work of labor thereon of any kind, or for amounts due under the Unemployment Insurance Act or Workman's Compensation, with respect to such work or labor, that the surety or sureties will pay for the same. The amount shall not exceed the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee to be fixed by the court. All bonds shall be secured from surety companies satisfactory to the City of Redlands and whose name is on file with the County Clerk of San Bernardino County, as an approved and financially sound surety company authorized to transact business in this state.

3. WITHDRAWAL OF BIDS:

a. Any Bidder may withdraw his Bid, only by written request, at any time prior to the scheduled time for Bid Opening.

b. No Bidder may withdraw his Bid for a period of sixty (60) days after the time of Bid Opening except as allowed by the California Public Contract Code.

4. INSURANCE AND HOLD HARMLESS REQUIREMENTS:

Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Insurance Requirements as follows:

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5. LICENSES AND PERMITS:

No bid will be accepted from a Contractor who is not licensed in accordance with the law under the provisions of Division III, Chapter 9 of the Business and Professions Code of the State of California.

The Contractor shall, at the time of bid opening, possess a valid "Class A" or "Class C-12" 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 Alley Paving Improvement Project
Project No. 211009

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	SWPPP	LUMP SUM	N/A	$_____
3	Survey (Construction Staking)	LUMP SUM	N/A	$_____
4	Removal of all trash and debris, shrubs, bushes, tree stumps, existing pavement, pavement grindings from right away	LUMP SUM	N/A	$_____
5	Construct 2.5" AC Over 4" Aggregate Base, Compact Top 6" to 95% Compaction	146,860 SF	$_____/SF	$_____
6	Construct 2' Wide V-Gutter	8,395 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
7	Construct V-Gutter Transition	19 EA	$_____/EA	$_____
8	Remove and Replace Driveway, 6" Thick PCC (560-C-3250)	3,510 SF	$_____/SF	$_____
9	Remove and Replace Sidewalk, 6" Thick PCC (560-C-3250),	1,950 SF	$_____/SF	$_____
10	Construct 8" Curb	300 LF	$_____/LF	$_____
11	Adjust Manhole to Grade	9 EA	$_____/EA	$_____
12	Construct Concrete Collar	9 EA	$_____/EA	$_____
13	Construct New Rock Curb per City of Redlands Standard No. 129	100 LF	$_____/LF	$_____
14	Demobilization	LUMP SUM	N/A	$_____
15	Unforeseen Work Not Covered Within All Other Bid Items	LUMP SUM	N/A	$ 150,000
			BID SCHEDULE 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. 211009.

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. 211009 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. 211009, 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. 211009 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

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this ___ day of _____, 2024, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and _____ (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: 2023 Alley Paving Improvement Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's 2023 Alley Paving Improvement Project, Project No. 211009 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of _____ dollars ($_____) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within One Hundred (100) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of 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 and Engineering Department
2023 Alley Paving Improvement Project
Project No. 211009

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 2023 Alley Paving Improvement Project, Project No. 211009 and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of _____ dollars ($_____) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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

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

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated _____, 2024, and identified as 2023 Alley Paving Improvement Project, Project No. 211009 is hereby referred to and made a part hereof; and

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

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

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

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

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

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

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

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 QUICKSET ANIONIC OR CATIONIC EMULSIFIED ASPHALT conforming to the requirements of Subsection 203-1.3, "Test Reports and Certification", and Subsection 203-1.2, "Testing Requirements" of the Standard Specifications.

The latex additive shall be Ultra Pave 70 (for anionic) or Ultra Pave 65 K (for cationic) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2.5) parts to one-hundred (100) parts of emulsion by volume.

203-5 SLURRY SEAL.

203-5.1 General. - *Delete the sentence and replace with the following:*
Slurry seal shall be emulsion-aggregate slurry (EAS) conforming to 203-5.4.

203-5.2 Mix Design. - *Modify the section by adding the following:*

(f) Admixtures, such as Portland Cement or aluminum sulfate may be mixed into the slurry material to adjust curing time such that the applied slurry can support vehicular traffic within 60 minutes.

(g) Use of slag shall not be permitted.

(h) Deliveries of aggregate and emulsion shall not be made without the engineer present. Emulsion is not to be transferred to an on-site storage tanker without the sieve test performed by the City.

203-5.3.2 Grading. - *Delete the sentence and replace with the following:*
The combined aggregate gradation shall be determined in accordance with ASTM C136 and conform to Type II requirements shown in Table 203-5.3.2 (A).

203-5.4.1 General. – *Modify the paragraph and replace with the following:*
EAS shall be a stable mixture of emulsified asphalt, aggregate, water, a set control agent, and latex. EAS shall be Type II-CQS-1h-EAS.

203-5.4.2.1 Aggregate. – *Delete the sentence and replace with the following:*
Aggregate shall be Type II conforming to 203-5.3.

203-5.4.2.2 Emulsified Asphalt. – *Modify the first paragraph and replace with the following:*
Emulsified asphalt shall be quick-set, and contain latex. Quick-set emulsified asphalt shall be CQS-1h conforming to 203-3.

203-6 ASPHALT CONCRETE.

203-6.1 General. - *Add the following paragraph:*
Unless otherwise approved by the Engineer, asphalt concrete for paving shall be C2-PG 64-10 (1/2") for finish paving or B-PG 64-10 (3/4") for base paving. Asphalt concrete for Type D1 or Type D2 curb shall be D2 –PG 70-10.

SECTION 206 - MISCELLANEOUS METAL ITEMS

206-7 TRAFFIC SIGNS.

206-7.1 General. The Contractor shall furnish or relocate and erect all traffic signage as required and specified.

All new traffic signage shall be a minimum of the encapsulated lens (high intensity) type, have an anti-graffiti protective covering and be installed on new posts. All traffic signage to be relocated shall be installed on new posts.

206-7.2 Protective Covering. Anti-graffiti protective covering shall be Type 1150-POF, manufactured by 3M Company, or approved equal.

206-7.3 Post and Base. New posts and bases shall be Ultimate Sign Support System as manufactured by Western Highway, or approved equal.

SECTION 207 – GRAVITY PIPE

207-2 REINFORCED CONCRETE PIPE (RCP).

207-2.1 General. - *Add the following sentences to paragraph 2:*
The minimum D-load for any RCP shall be 1,350. The minimum size for RCP shall be 18 inches (457 mm) unless otherwise approved by the Engineer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.4 General. The Contractor shall be responsible for all quality control for all work. The Contractor shall complete all necessary testing to ensure the quality requirements within the specifications are achieved. The Contractor shall conduct the compaction testing by a geotechnical engineering firm and the results of the testing shall be made available to the Engineer.

The City will complete assurance testing throughout the project by an independent testing firm. The City will perform the first compaction test required at any location. If such test does not meet the required specifications, the City will make additional tests until the required compaction is obtained and withhold from the final payment due the Contractor, the cost of all such additional tests. To be acceptable, tests must be ordered and witnessed by the City. Tests will be ordered by the City and performed at a location and depth as directed by the City. The Contractor shall assist the City in performing these tests as necessary. The Contractor shall provide to the City the maximum dry density and the optimum moisture content results of backfill and bedding material when requested by the City.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-4 PAINT FOR STRIPING AND MARKINGS.

214-4.1 General. - *Amend the first sentence in paragraph 4 as follows:*
"Glass beads conforming to 214-3 shall be mechanically applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. - *Amend as follows:*

Amend paragraph 3 as follows:
"The natural ground surface shall be cleared of all vegetable growth, such as trees, logs, upturned stumps, roots of downed trees, brush, grass, weeds, shrubs, ground cover, tree stumps, decorative landscape rocks, edging, railroad ties, other decorative landscape treatments, boulders, rock, portland cement concrete, and all other objectionable materials, within the limits of construction."

Add the following paragraphs:
Grubbing and removal of organic debris shall include the repair and/or replacement of all parkway irrigation piping and systems necessary to perform work on this Contract and capping pipelines until such time that permanent repairs and/or replacements have been made.

All debris removed from the project site under this item shall be disposed of at an approved dump site. All transportation costs and dump fees shall be borne by the Contractor.

Clearing and Grubbing shall include, but is not limited to, the following:

1. Removal of existing AC berms.

2. Removal of all curb and gutter, cross gutters, and spandrels shall be replaced within three (3) calendar days. The Asphalt Concrete patch for areas with curbs and gutters removed and replaced shall be placed within two (2) working days after the curb and gutter, cross gutters, and spandrels are replaced. Removal of all sidewalks shall be replaced within three (3) calendar days.

3. Saw cut and removal of poles, posts, PCC pavements, curb, gutter, and sidewalk. Holes resulting from removal of existing poles and posts from existing PCC, AC pavements and curbs and gutters, shall be filled or patched with like materials. Self-propelled drop hammers will not be allowed for removals.

4. Removal of all raised pavement markers not conforming to the approved plan or conflicting with the proposed striping as shown on the plans in accordance with Subsection 312-3, Removal, of the Standard Specifications.

5. Removal and disposal of boulders, rock or PCC.

6. All trees and shrubs less than 3m (9 ft) directly above the entire sidewalk surface shall be trimmed and removed by the contractor to allow a clear path of travel for pedestrians.

7. Irrigation system relocation:

   Any irrigation systems in conflict with the proposed improvements that are removed, damaged, disturbed, or broken shall be modified, repaired, and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials, equal or better than the original materials, with 20 mm (3/4 in) Schedule 40 PVC being the minimum acceptable for underground lines and 13 mm (1/2 in) Schedule 80 being minimum acceptable for risers and with the systems not being out of operation for more

than two (2) days. No payment for work associated with the irrigation repair will be released, until all irrigation is complete, operable and accepted by the City.

All trees, shrubbery and lawns deprived of normal irrigation watering due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery or lawns die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations the Contractor shall replace same with the same plant species and size. Existing grass lawns within areas that must be excavated and/or re-graded shall be cut into approximate 305 mm (1 ft) squares, removed, protected, cared for and replaced as soon as possible. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

8. Existing inlets, slotted drains, drainage pipes, concrete gutters, drainage pipes, where any portion of such structure is within 1m of the grading plane in the excavation areas, or within 300 mm (1 ft) of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of accordingly.

9. Removal and disposal of existing drainage inlet structure and PCC or AC apron.

10. The Contractor shall dispose all materials not being salvaged outside of the right-of-way and shall pay for all costs for disposal.

11. Removal and disposal of any abandoned utilities that may interfere with the improvements.

12. Self-propelled drop hammers will not be allowed for removals.

300-1.3.1 General. - *Add the following paragraphs:*
The Contractor shall dispose portland cement concrete, stone rubble, and brick at an approved dump site.

All reprocessed asphaltic cement concrete may be placed as the lower course of crushed aggregate base material. If the Contractor chooses not to reprocess the material, disposal at an approved dump site shall be required. All costs for disposal shall be borne by the Contractor. If the Contractor chooses to reprocess material, it shall be protected and remain contaminate-free, otherwise disposal at an approved dump site will be required with all costs borne by the Contractor.

All reprocessed asphaltic cement concrete to be used as crushed aggregate base shall be ground to conform to Section 200-2.2.

300-1.3.2 (a) Bituminous Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cutting of edges to be joined shall be with a power-driven saw. The groove shall be cut to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"Where bituminous pavement is to be removed, a cold mill header cut of maximum 6 feet (1.8 m) in width perpendicular to the join line shall be made, and a minimum laying depth of 1 inch (25mm) of new pavement material shall be provided at the join line."

Amend the fourth sentence as follows:
"The edges of existing concrete pavement adjacent to the trench shall be saw cut to neat straight lines for the purpose of removing the damaged pavement areas."

Add the following sentence:
Work under this item shall include asphalt concrete berms.

300-1.3.2 (b) Concrete Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cuts shall be made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"If a saw cut in concrete pavement falls within 5 feet (1.5 m) of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge."

300-1.3.2 (c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways and Alley Intersections. - *Amend the following:*
Amend the first sentence as follows:
"Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"No section to be replaced shall be smaller than 36 inches (1 m) in either length or width."

Amend the fourth sentence as follows:
"If the saw cut in sidewalk or driveway would fall within 36 inches (914 mm) of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches (300mm) of a score mark, the saw cut shall be made in and along the score mark."

Amend the fifth sentence as follows:
"curb and gutter shall be sawed to a depth of 4 inches (102 mm) on a neat line at right angles to the curb face."

300-1.3.2 (d) Striping and Markings. All existing striping, markings and raised pavement markers shown to be removed or necessary to be removed from paving areas. This item includes removal in compliance with applicable laws and cleanup of residue from the operation.

All striping, markings and raised pavement markers removed beyond the limits shown on the plans for and/or at the convenience of the Contractor shall be replaced at the Contractor's expense.

300-1.3.2 (e) Structures. All existing concrete structures (reinforced or non-reinforced) as shown on the plans to be removed or abandoned, including but not limited to, undersidewalk drains, manholes, headwalls, bulkheads, drop inlet structures, energy dissipaters, catch basins, vaults and pipelines. Abandonment shall include all cuts and concrete plugs necessary to seal ends or openings of abandoned pipes or structures.

300-1.3.2 (f) Rock Curbs. All rock from rock curb removals, as shown on the plans or required for construction of the project, shall be transported, delivered and unloaded at a storage site as directed by the Engineer.

300-1.3.2 (g) Miscellaneous Removals. All other removals of facilities, as shown on the plans but not covered under separate bid items, and any underground facilities found during the work and not shown on the plans shall be performed. The City has endeavored to show all known underground facilities but is not responsible for unknown or abandoned facilities. Unknown underground facilities shall be paid as extra work.

300-1.3.2 (h) Miscellaneous Relocations. All relocation work as shown on the plans or required for construction of the project, but not covered under separate bid items, shall be included as a part of Subsection 300-1 Clearing and Grubbing. All relocation work performed as a part of clearing and grubbing work shall conform to the requirements and specifications of the agency or utility having jurisdiction over the item to be relocated.

300-1.4 Payment. - *Add the following sentence to paragraph 1:*
Payment for work on this item shall be made as a percentage of the work completed at each monthly payment.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2.2 Wet Material. - *Amend the second sentence of the paragraph:*
"If such high moisture content is not the result of any action on the part of the Contractor, or inaction in protecting the work during the course of the contract, the work involved will be paid for in the following manner: Over-excavation and disposal work shall be considered "extra work," with backfill and compaction of crushed aggregate base paid under the appropriate bid item in these specifications."

300-12 MISCELLAENOUS GRADING. The parkway, whether landscaping exists or not, shall be graded and compacted to achieve drainage towards the street at a slope of 2%. Grading shall be coordinated such that it is the last item of work to be completed, prior to site clean-up. Loose material and dirt shall be raked, compacted and distributed throughout the parkway area. Areas adjacent to installed improvements must be graded to a level within one inch from the finished surface. Extra dirt/fill shall be removed from the project in accordance with Specifications.

The Contractor, at his expense shall photo-document pre-construction conditions prior to starting excavating. After construction is completed, the Contractor shall photo-document the finished grade. The Contractor shall provide the City with said photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc). The

Contractor shall keep a copy of the photos (either electronically or hard copy) and provide the City with electronic copies of the photos.

SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction. - *Amend the second sentence of paragraph 1 as follows:*
"When base material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches (150mm) of such subgrade material shall be compacted to a relative compaction of 95 percent."

301-2.1 General. – *Add the following paragraphs:*
The contractor shall use 'crushed aggregate base' or 'crushed miscellaneous base, fine graded' as the base material. The use of 'processed miscellaneous base,' 'select subbase,' or 'disintegrated granite' shall not be used as base material.

The contractor may use 'pulverized miscellaneous base' (grindings) as part of the crushed base material. Said grindings shall be uncontaminated and placed in an even thickness as the lower course of crushed base material. Spreading and compacting shall comply with Sections 301-2.2 and 301-2.3.

301-2.3 Compacting. – *Amend the second sentence of paragraph 3 as follows:*
"Compaction in the excepted areas shall be as specified in 211-1 with each layer of compacted base material having a minimum relative compaction of 95 percent."

301-2.4 Measurement and Payment. – *Add the following paragraph:*
Payment shall be made for cold-planing, storing, placing, and compacting reprocessed asphalt concrete pavement (grindings) as part of the crushed aggregate base (CAB) material. The volume of grindings placed shall be figured and a tonnage figure computed using 9.35 kg/m^3 (150 pounds per cubic foot). This tonnage figure shall be paid as part of the crushed aggregate base tonnage for this project.

301-7 FULL DEPTH RECLAMATION WITH MECHANICAL STABILIZATION (FDR-25)

301-7.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 25 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

301-7.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of roots, weeds, wood, and construction debris. All grass and other vegetation shall be removed from the edge of the exiting pavement or lip of gutter pan to prevent contamination of the pulverized bituminous material during the milling operation.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-7.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
    4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
    4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final subgrade surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized asphalt material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-7.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture prior to shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

301-7.5 Finishing. The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

301-8 FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION (FDR-200)

301-8.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 200 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present, and adding cement. Micro-cracking of the completed cement stabilized surface is required before HMA is to be placed directly on top of the cement treated surface, regardless of the AC thickness. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

The cement content must be 2% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 6” FDR section. The cement content must be 3% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 9” FDR section. The cement content must be 4% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 12” FDR section. Cement must be Type II or Type V Portland cement specified in ASTM C 150/150M.

301-8.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of grass and vegetation, and construction debris to prevent contamination of the pulverized materials. Mixing shall continue until, and at the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials are achieved.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications. Excess pulverized material shall consist of non-treated well mixed pulverized AC pavement and subgrade.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-8.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final pavement surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all the pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-8.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture before shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

Recycling shall be performed to the depth provided in the plans, while incorporating stabilizing agents, mineral filler, additional aggregate and water. Mixing shall continue until, and the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials is achieved. Pre-cutting, grading and light compacting of the recycled material shall be performed prior to incorporation of the stabilizing. Spread cement uniformly over the full roadway surface width. Do not spread cement more than 30 minutes before mixing. Do not apply dry cement in windy conditions that will result in dust outside the FDR with cement area. The application rate must be the mix design rate or the ordered application rate in lb/sq yd ±

0.5 percent. The application rate of all stabilizing agents shall be continuously monitored. If the measured application rate falls outside the above tolerance, then the recycling operations shall be stopped and corrected before proceeding. Do not spread cement and aggregate before pulverizing.

Water must be injected through the pulverizing machine. The injection rate of mixing water must be sufficient to produce the FDR with cement material mixing moisture content. The water content of the stabilized material shall be monitored closely to ensure proper compaction. Mark where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark. Before compacting, remove solids larger than 3 inches in any dimension by hand.

Immediately after pulverizing and mixing, compact FDR with cement to the minimum relative compaction. Do not allow more than 2 hours between final mixing of the pulverized material with cement and completion of initial compaction before trimming. During grading and final compaction add water to maintain the mixing moisture content as described in the mix design. Do not allow more than 2 hours to elapse from the time water is added to the aggregate and cement to completion of final compaction after trimming.

Longitudinal joints between adjacent stabilization passes shall be overlapped at least 4 inches. Transverse joints between the recycling process shall be saw-cut, if necessary, to provide a vertical clean face to ensure proper compaction. Compaction of cementitious stabilizer begins within 20 minutes after mixing and achieving gradation and moisture requirements.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent FDR with cement.

301-8.5 Finishing. Once the entire working width (full lane width plus effected shoulder width) has been stabilized, and only after primary compaction has been completed, the entire working width shall be graded to the required profile and cross-slope. Disturbance to the stabilized and primary compacted material shall be kept to a minimum during this grading and shaping operation.

The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross

section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Immediately after compaction, apply water and roll with no vibration. The finished surface must be free of ruts, bump, indentations, segregation, raveling, and any loose material.

The completed cement treated subgrade shall be moist cured continuously until it is in a firm and unyielding condition. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. Moisture curing shall be the only method of curing prior to micro-cracking.

Micro-cracking shall be performed with several vibratory roller passes 48 to 72 hours after finish grading to prevent severe, wide cracks from forming thus reduces the potential for reflective cracking through the HMA layer. Micro-cracking shall be performed before the application of asphaltic emulsion curing seal. After micro-cracking is complete additional moisture curing may be used. Any additional water required to achieve maximum density shall be applied by spraying the surface of the stabilized material with light applications. Care shall be taken so as not to over-apply additional water to any areas of the stabilized material.

While open to traffic and before placing HMA, maintain the FDR with cement surface free of ruts, bumps, indentations, raveling, and segregation. If FDR with cement material is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

Asphaltic emulsion curing seal must be applied on the completed cement treated base immediately before placing HMA. Asphaltic emulsion curing seal must comply with Caltrans Standard Section 94, Grade SS1 or CSS1. Dilute and thoroughly mix asphaltic emulsion for curing seal at a ratio of 1 part water to 1 part asphaltic emulsion. The water must no cause premature separation of the emulsion. Uniformly apply the diluted curing seal at a rate of 0.1 gal/yd2 of cement treated base surface.

SECTION 302 - ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING.

302-4.3.1 General. – *Add the following paragraphs:*
All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weigh master's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall provide a drive upon scale at the project site or an alternate site approved by the City. The drive on scale shall show the net weight of the aggregate bin on each slurry machine before the machine and product will be approved for applying slurry on the project.

All slurry machines are to carry, at all times, a calibrated emulsion measuring stick. The emulsion measuring stick is to be calibrated in 10-gallon increments to the slurry machine it is used on. Emulsion measuring sticks from other slurry machines will not be allowed to measure the gallons of emulsions on the slurry machines they were not calibrated to. The emulsion measuring stick is to have the slurry machine number or identification permanently marked on the stick. The gallons of emulsion are to be measured with a calibrated emulsion measuring stick and recorded before leaving and after returning to materials site. Use of a slurry machine will not be allowed if it does not have a calibrated emulsion measuring stick.

The Contractor shall furnish prior commencing work, a calibrated stick in 10-gallon increments to measure the oil in the trailer storage tanks in gallons. The measuring stick shall be calibrated to the trailer storage tank it is used on. The inspector shall check the oil in each load "in and out" and in the storage tanks at the beginning and end of each day to determine the amount of emulsion used for that day. Emulsion is not to be transferred from delivery tank to on-site storage tank before the City performs the sieve analysis on the emulsion. Aggregate used in the slurry shall not exceed a moisture content of four percent (4%) by weight of dry aggregate.

Contractor may not schedule more than 150 tons of slurry to be placed per day. Slurry may not be applied at more than 150 feet per minute.

The Contractor shall provide a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system. The Contractor shall roll the required streets the same day they are slurried. The Contractor will be responsible for proper scheduling of the work such that the rolling can be properly done within the given time constraint. Failure to comply shall result in a $250.00/calendar day liquidated damage being assessed per incident. The cost of furnishing the roller and operator shall be included in the price paid for slurry seal.

The Contractor is hereby advised that City streets, parking lots, or other City-approved property will not be allowed as a site for stockpiling and batching. Arrangements for an acceptable site shall be the sole responsibility of the Contractor.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall be adjusted to the field conditions of the raveling. If raveling continues within two (2) weeks of the initial placement, the street shall be swept and reslurried with a Type I mixtures (Local Streets) or a Type II (Arterial/Collector Streets) at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least fourteen (14) calendar days prior to slurrying. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to slurrying. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for slurry seal.

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal. Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches. Use a material, such as building paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the material after use. Use hand tools to remove spillage.

Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore. The Contractor shall supply the City with licensed weighmaster's certificates of weight for all delivered aggregates to the job during the course of each day. Aggregate shall be delivered to the project only in the presence of a City representative. The Contractor shall also present weighmaster certificates for the amount of such aggregate remaining at the completion of the project at no cost to the City. Payment shall be determined by the amount that is physically placed, which cannot exceed the amount that is delivered to the job site with the certified weighmaster tickets. There shall be not outside work done utilizing materials from the tanks or stockpiles stored for the City's Contract.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The Contactor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the City.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

302-4.8 Spreading and Application. - *Add the following paragraphs:*
Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind or sandblast completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is necessary to provide a good bonding surface for the slurry seal, as well as eliminate "ghosting" of the old striping and markings as the new slurry wears off over time.

It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at their own expense, to provide for and protect the work from such water. In addition, the Contactor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.

Slurry shall not be applied when the atmospheric temperature is less than 65°F (18°C).

The application of slurry shall not commence until after 8:00 a.m., and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

Each slurry crew shall be composed, at a minimum, of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, two squeegee men, and sufficient laborers for any handiwork and cleanup.

Surface oil and grease shall be removed or sealed with shellac or an equivalent material approved by the City before the application of the slurry seal. Full compensation for surface oil and grease removal shall be considered as included in the unit cost for slurry seal.

The Contractor shall roll all cul-de-sacs (the last 250' minimum), the last 250' of dead-end streets and knuckle curves. Full compensation for rolling the slurry shall be considered as include in the unit cost for slurry seal.

During slurry seal operations, it shall be the Contractor's responsibility to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, pavement markers (reflective and non-reflective), concrete gutters, concrete cross gutters, and drainage facilities, survey monuments and remove said covering and/for slurry seal coating after slurry sealing has been completed.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

302-4.8.1 Crack Sealing and Filling. Crack sealing shall be performed prior to the Slurry Seal application. Pavement cracks 1/4" wide and larger shall be sealed. Pavement cracks 1/8" to 1" wide shall be cleared of all loose particles of dust, dirt and laitance with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out as necessary to provide a reservoir for the sealer that will have a depth of l" to 1 1/2".

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. - *Add the following paragraphs:*
Asphalt concrete pavement structural sections equal to or greater than 3 inches (76 mm) in thickness shall be installed in two lifts. Base course aggregate material size shall be ¾ inch (19 mm) and cap course aggregate material size shall be ½ inch (13 mm). All pavement shall be placed over 4 inches of crushed aggregate base, unless compacted to 95% relative compaction.

All valves within project limits in the public right-of-way shall be raised to finish grade as a part of this work. The Contractor shall furnish and install new can or slip can materials as necessary. If new water valve lids are necessary, they shall be supplied by the Municipal Utilities and Engineering Department. All valve can lids within the project limits in the public right-of-way shall be painted the appropriate color for the utility they represent (ie. Water - Blue, Gas - Yellow, Fire – Red, etc.).

302-5.2 Timeline of Paving Operations.
All paving operations shall follow the timeline and requirements shown below unless otherwise approved by the City:

PAVING TIMELINE				
DESCRIPTION OF WORK	**TIME PERIOD**			
	WEEK 1 (DAY 1-7)	**WEEK 2 (DAY 8-14)**	**WEEK 3 (DAY 15-21)**	**WEEK 4 (DAY 22-28)**
PAVING (START TO FINISH) (1)				
CURE PERIOD (2)				
MANHOLE ADJUST TO GRADE (3)				
STRIPING & PAVEMENT MARKINGS (4)				
TRAFFIC LOOPS (5)				
NO PARKING SIGNS ALLOWED (6)				

Note: All time periods shown above are the maximum amount of allowable time for each activity. This timeline does not apply to the installation or repair of curb and gutter, ac dikes, sidewalks, cross gutters, curb ramps, driveway approaches or truncated domes.

(1) In no case shall any street segment remain unpaved longer than three calendar days if no other work activity is being performed on that street segment. Any deviation from the timeline shall result in a penalty assessment of $1,000 per calendar day.
(2) No work except cat tracking of proposed striping is allowed during this period; therefore "No Parking Signs" shall not be installed during this activity.
(3) Once each manhole is exposed, all associated work to adjust it to grade must be completed within 48 hours. This shall include all adjustments of manholes, vaults, valve cans, etc. as required by the Contract.
(4) All cat tracking and approval of proposed striping shall occur during the cure period.
(5) Traffic loops must be installed after the approval of striping layout and prior to the installation of thermoplastic striping and pavement markings.
(6) "No Parking Signs" shall be installed per Section 7-19 of these specifications.

302-5.4 Tack Coat. – *Delete and replace with the following:*
If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of High Performance Seal (HPS) No-Track Tack at an approximate rate of 0.05 gallon per square yard shall be uniformly applied upon the existing pavement preceding the placement of asphalt concrete. The surface shall be free of water, foreign material, or dust when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Engineer.

302-5.5 Distribution and Spreading. – *Add the following:*
Unless otherwise permitted by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widening, turnouts, left-turn pockets, and other

such areas, shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes are changed, the top layer for the through lanes shall be paved first. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed or unless directed by the Engineer.

All screed extensions for paving machines shall be provided with a tamper, roller, or other suitable compacting devices.

Asphalt pavers shall be equipped with automatic screed controls and a sensing device or devices. Automatic grade and slope control shall be used for overlays.

All joints shall be sealed after rolling.

When placing asphalt concrete to the lines and grades noted in the plans or as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 ft. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 ft long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 ft. tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting the next day's work.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection 302-5.6.2 - Density and Smoothness, of the Standard Specifications, the paving operation shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. A drop-off of more than 0.15 ft will not be allowed at anytime between adjacent lanes open to public traffic.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift,

the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 ft. nor less than 5 ft. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

302-5.6.1 General. - *Add the following paragraph:*
All asphalt concrete pavement abutting portland cement concrete gutters shall match and be flush with the gutter lip when finish rolling is complete.

302-5.6.2 – Density and Smoothness. *– Delete and replace with the following:*
The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The finished surface shall meet the following smoothness criteria:

- When a 12 foot long straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade,
- When a 12 foot long straightedge is laid on the finished surface perpendicular to the centerline of the roadway and extends from edge to edge of a traffic lane, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade.

If the top layer of pavement does not comply with the smoothness specifications shown, remove and replace the entire section or complete a grind and overlay of 1.5 inches or 3 times the aggregate size, whichever is greater. Grind and overlay will be considered as a repair method only when the thickness of the asphalt pavement section is greater than 1.5 inches following the required grinding. Corrected section shall be rectangular to the nearest pavement edge or lane line and to a crosswalk, concrete spandrel or other limits approved by the City. Do not begin corrective actions until the method and limit of correction is authorized by the City. If the tolerances cannot be achieved by the methods described above, the contractor must re-pave the street section, in kind, at their own expenses.

The compaction after rolling shall be a minimum of 91 percent and a maximum of 97 percent of the density obtained on samples compacted with the California Kneading Compactor per California Test 304. Cores will be taken randomly by the City for laboratory testing per California Test 308, Method A at a frequency of three per lot. A lot shall consist of a maximum of 3,000 square yards of asphalt concrete and will be identified in the field by the City. The cores will be averaged to determine the percent of maximum theoretical density, as determined by ASTM D-2041, per lot to the nearest tenth of a percent.

Reduced payment factors for percent of maximum theoretical density will be per the following table, and will be applied to the entire lot sampled.

Reduced Payment Factors for Percent of Maximum Theoretical Density

Asphalt Concrete percent of maximum theoretical density	Reduced payment factor	Asphalt Concrete percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

In addition to the reduced payment factors below, all costs associated with the testing of the lot which resulted in values outside of the 91-97 percent range, will be withheld from the final payment due to the Contractor.

Following completion of the testing by the City, the core locations within the asphalt pavement shall be repaired by the Contractor.

302-5.6.3 Tracking. All areas receiving asphalt pavement shall be protected from tracking onto adjacent areas. Do not allow traffic on new asphalt pavement until its mid-depth temperature is below 140º Fahrenheit to minimize the tracking.

A rock dust blotter coat per Section 302-9.7 or a sand coat at a rate of 1-2 pounds per square yard shall be applied to the compacted surface for all areas where tracking is a concern. The application of tracking prevention measures shall be determined by the Contractor.

A haul route for all paving operations shall be reviewed and approved by the City prior to the start of any construction activity. No deviations from the approved haul route shall occur unless approved in writing from the City.

All tracking onto adjacent streets, striping or pavement markings shall be the responsibility of the Contractor. All striping and pavement markings shall be removed and replaced in kind by sandblasting. All tracking onto roadway surfaces may require the use of a street sweeper to the satisfaction of the City.

302-5.7 Joints. – *Add the following:*
Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected. Longitudinal and transverse joints shall be tested with a 12' straightedge and shall be cut back as required to conform to the provisions in Subsection 302-5.6.2 Density and Smoothness for surface smoothness. Connections to existing surfacing shall be feathered to conform to the provisions for smoothness.

Longitudinal joints in the top layer shall correspond with the edges of proposed lane striping. Longitudinal joints in all other layers shall be offset not less than 0.5' alternately each side of the edges of traffic lanes.

All feathered joints shall be sealed after rolling.

302-5.9 Measurement and Payment. – *Add the following:*
Reduced payment factors per 302-5.6.2 will be applied to the Contract Unit Price for lots with a Maximum Theoretical Density less than 91.0 and greater than 97.0 percent.

302-5.10 Hot Asphalt Leveling Course. Areas to receive the Hot Asphalt Concrete Leveling Course shall be determined and defined by the project manager and inspector, and identified to the Contractor in the field. Mix for hot Asphalt Concrete Leveling Course shall be 1/2 inch aggregate, C2, as defined in Section 203-6.4.3.

Areas to receive hot asphalt concrete leveling course shall be areas located near or adjacent to existing curbs and/or gutters that are potholed, or have the lip of gutter higher than the adjacent roadway. Potholes, large cracks, or ruts shall be filled to the surrounding grade elevation and compacted. Hot Asphalt Concrete Leveling Course shall be completed prior to the placement of Type II Slurry Seal, ARAM or resurfacing.

Prior to placement of asphalt concrete, the surface shall be cleaned and all debris and deleterious materials shall be removed. A tack coat meeting the material and application requirements of Section 302-5.4 Tack Coat, shall be applied prior to placement of hot mix asphalt concrete.

302-5.11 Asphalt Pavement Crack Sealing and Filling. Crack sealing shall only be performed as a repair method for conventional hot mix asphalt pavement (HMA) and not installed at project locations which will have asphalt rubber hot mix (ARHM) used as the overlay material. Crack sealing shall be performed after milling of existing asphalt surface and prior to any leveling course, if necessary.

Right after milling of existing asphalt and before crack sealing or filling, Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or

growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least seven (7) calendar days prior to paving. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to paving. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for paving.

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General. - *Delete the first sentence of paragraph 1 and replace with the following:*
"Concrete bridges, culverts, catch basins, retaining walls, abutments, piers, footings, foundations, drainage inlets, head walls, end walls, wing walls, junction structures, transition structures, manholes, and other similar types of portland cement concrete structures shall be constructed to the lines and grades in conformity with the Plans and Specifications.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. - *Replace the last paragraph with the following:*
No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

The Contractor shall barricade and protect placed PCC from all damage, marks, mars, and/or graffiti. Any PCC damaged, defaced, discolored, or defective shall be replaced at the Contractor's expense.

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

303-5.1.2 Drainage Outlets Through Curb. - *Add the following paragraph*:
Coring shall be required for all drains through existing curbs.

303-5.1.3 Driveway Entrances. – *Replace the last paragraph with the following:*
Driveway approaches where required, shall be 150 mm (6") thick for single-family residential area, and 200 mm (8") thick for commercial driveway approaches.

303-5.1.4 Walk. The back of sidewalk shall be 2 inches from the street Right-of-Way line unless otherwise specified by the Engineer.

Included in the price of sidewalk construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

303-5.1.5 Access Ramps. Construction of curb ramps shall conform to the Type and Case appropriate for the condition, as specified on the plans and as shown within the 2012 Standard Plans for Public Works Construction, Plan 111-5. The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum slope indicated on the plans or Standard Plan 111-5. The maximum slope for the ramp shall not be exceeded unless otherwise approved in writing by the Engineer. The Contractor shall remove and replace access ramps deemed non-compliant with the plans or Standard Plan 111-5.

For proposed locations adjacent to a cross gutter spandrel, sawcuts along the radius of the curb will not be allowed. The spandrel shall be replaced from expansion joint to expansion joint to the extents of the curb removal. For proposed locations adjacent to curb and gutter, sawcuts along the flowline of the curb will not be allowed. The entire curb and gutter shall be replaced from expansion joint to expansion joint as required. Sawcuts at locations other than the expansion joint will not be allowed unless approved by the Engineer. Curb cuts of the existing curb will not be permitted for installation of proposed ramp. Any deviation from these requirements will result in rejection of all work at this location and shall not be included in progress payment requests until corrected, per direction from the Engineer.

The Contractor shall verify the extents of sawcut and removal for each access ramp taking into account the maximum slope and transition area required. It shall be the Contractor's responsibility to identify required removal limits, set concrete forms and verify maximum slopes are not exceeded. The Engineer shall be present to verify the concrete forms prior to the placement of the concrete at each location, however this does not alleviate the responsibility of the accuracy of forms or slopes of the access ramp from the Contractor.

Included in the price of access ramps are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished ramp surface, as a result of grade differentials from existing ground surface to proposed ramp surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Access Ramps shall have truncated domes installed in accordance with standard plans and specifications. Truncated domes on new access ramps shall be Armor-Tile, Cast in Place System, or approved equal. Truncated domes installed on existing surfaces shall be Safety Sted TD, or approved equal. Truncated dome panels shall be 36"x48", inline configuration, with a spacing of 2.35" on center, and Federal Yellow in color.

The access ramp work shall include all related adjustments of pull boxes, pull box covers, signs, and protection of any underground utilities within the work area. The removal and replacement of up to 5 linear feet of sidewalk on each side of the access ramp shall be included within the cost of the access ramp. The removal and replacement of the sidewalk will allow for transition from the top of ramp to adjacent sidewalk and will be utilized as necessary.

303-5.4.3 Weakened Plane Joints, (a) General. - *Add the following paragraph:*
All weakened plane joints shall be spaced at a maximum of 3.05 m (10') feet for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

303-5.5.2 Curb. - *Replace the first paragraph with the following:*
PCC for curb and gutter shall be placed within three working days from removal of the existing PCC curb and gutter. The curb and gutter surface shall not vary more than 3 mm (0.01') from a 3 m (10') straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 3 m (10') in length, and operated longitudinally over the surface of the concrete. Form clamps shall be constructed so as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1) hour, nor more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and face of the finished curb shall be true and straight, and top surface of curbs shall be of uniform width, free from humps, sags, blemishes, or other irregularities.

303-5.5.3 Walk. - *Add the following paragraphs:*
The sidewalk surface shall not vary more than 5 mm (0.02') from the 3m (10') straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 100 mm (4") thick, except at driveways where the sidewalks shall be a minimum of 150 mm (6") thick for single family residential areas and 200 mm (8") thick for all other areas.

303-5.6 Curing. - *Add the following paragraph:*
Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4 Concrete Curing Compound, of the Standard Specifications.

303-5.7 Repairs and Replacements. - *Add the following paragraphs:*
In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

303-5.8 Backfilling and Cleanup. - *Add the following paragraph:*
A minimum of 300mm (12”) wide full depth asphalt concrete pavement repair patch and an 450mm (18”) wide 1-1/2” deep grind outside of the trench width is required when cross gutter, spandrel, driveways, curb and gutter is placed adjacent to existing asphalt concrete pavement. The asphalt concrete pavement repair patch shall be placed within two (2) working days after the cross gutters, spandrels, driveways, curb and gutter are replaced. The asphalt concrete pavement shall be sawcut. All work shall be in accordance with the General Permit Conditions and Trench Specifications, latest edition.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE.

304-3.4 Measurement and Payment. - *Delete paragraph 1 and replace with:*
Chain link fence will be measured along the horizontal projection line of the completed fence, deducting the widths of gates and openings.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL. - *Add the following paragraphs:*
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during all striping operations. Refer to Section 7-8.6.

Each storm drain catch basin or storm drain inlet box shall be marked "NO DUMPING - FLOWS TO CREEK." Two coats of paint are required. Stencil shall match City's stencil. Paint and painting shall comply with the specifications.

All street resurfacing work shall include installing fire hydrant pavement markers at all fire hydrant location, whether the pavement markers were existing or not. The pavement markers shall be Type I – Two-Way Blue Retroreflective per Section 214-6 of the Specifications and installed per City's detail drawing No. 102-0. All work associated with the installation of all new, or replacement of existing, fire hydrant pavement markers shall be included as noted within the specifications.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. – *Add the following paragraphs:*
During construction, if traffic legends or lane striping are removed or paved-over for any reason, they shall be replaced immediately with temporary traffic legends or lane striping as directed by the City, and the Contractor shall place permanent traffic legends or lane striping at the end of the job or on completion of final paving. When permanent items are placed, they shall be complete markings, legends, or striping i.e.: if limit lines are disturbed, they shall be replaced to centerline or from curb to curb, whichever was existing; if a letter in a word is removed or covered, the entire word shall be replaced; and lane striping shall extend 75 feet beyond construction limits. All replacement markings, legends, or striping required to be replaced beyond the contract limits shown shall be at the cost of the Contractor and shall meet City standards. If existing striping or legends are to be removed on existing surfaces, they shall be sandblasted. Painting over striping or legends in lieu of removal will not be permitted. Pavement striping shall comply with the applicable provisions of Sections 214 and 314 of the Standard Specifications.

Where side streets with existing striping, markings and markers are encountered, striping, markings and markers shall be repainted and replaced for a minimum distance of 15 m (50 feet) from the crosswalk, stop bar or limit line.

314-4.2 Control of Alignment and Layout.

314-4.2.1 General. - Delete and replace with t*he following:*
The Contractor will be responsible for all layout of all striping. All striping, markings and markers shall be reinstalled in their existing locations unless otherwise shown on the plans. The Contractor shall be responsible to take appropriate measures and record the existing locations.

The Contractor shall verify all dimensions in the field prior to installation of pavement striping/marking layout (Cat-Track). Should field measurements differ from the plan, the Contractor shall immediately notify City staff. No Cat-Track marks shall be placed until discrepancies are resolved.

Cat-Track must be approved by City staff prior to the installation of permanent pavement striping/marking. Contractor shall notify City staff a minimum of 24 hours prior to installation of permanent pavement striping/marking to allow for inspection and approval. If approval of Cat-Track is not obtained by the Contractor, all work required to correct the striping/marking will be at the expense of the Contractor

Cat-Track marks shall be made in chalk. Paint for the purpose of Cat-Track is prohibited. If paint is used, the Contractor must remove the paint without damaging or visually deforming the pavement surface. If damage or visual deformity within the removal area occurs, in the opinion of City staff, the Contractor shall grind and overlay the entire segment with no additional compensation. The area of the grind and overlay shall be as required by City staff and shall be a minimum of 0.10' thickness.

All visible Cat-Track markings after the installation of the permanent striping/marking shall be removed without damage or visual deformity to the pavement surface. Any damage or visual deformity to the pavement shall be remedied as noted above.

314-4.3.5 Application. - *Amend the first sentence in paragraph 8 as follows:*
"Glass beads shall be applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

314-6 GREEN BIKE LANE. Green bike lanes shall be installed per plan and conform to the technical specifications included within the contract documents and shall be Streetbond CL or approved equal.

GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK

PART ONE – GENERAL

1.1 SEQUENCING OF WORK

The Contractor shall submit the construction schedule in accordance with Section 01321 of these specifications. The Contractor shall determine the order of work based upon the Areas identified on the plan set and incorporate these into the schedule.

The Contractor shall arrange the schedule of work, but it must adhere to the following restrictions:

1. Vehicular access to the alleys may be restricted for up to two weeks to complete all clearing, earthwork, concrete, and paving operations, 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. No stockpiling of materials or equipment will be allowed. Alleys shall remain accessible during non-working hours to utility company vehicles at all times within two weeks duration.

2. Paving and related work must follow the timeline per Section 302-5.2 of the Specifications.

3. Citywide events calendar shall be considered with the schedule for construction. The events calendar will be provided at the pre-construction meeting. Updated events calendar will be provided during subsequent weekly construction meetings.

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. Any construction activity other than paving shall be scheduled by the contractor in any sequence but shall be approved by the City.

6. Utilities project (sewer & water) and paving project may be under construction concurrently. Detailed construction activities and construction schedule will be provided during weekly construction meetings.

1.2 UTILITY COORDINATION

During construction, if City owned utility facilities are damaged, contractor shall inform the City. City crew will respond within two hours and assess the condition, and perform any necessary remedial work as quickly as possible. No additional compensation will be granted to the contractor for any delay due to the damage and repair of the utility facility. Other utilities not owned by the City, contractor should notify and coordinate with the utility owner.

END OF SECTION

SECTION 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 Alley Paving Improvement Project for the City of Redlands, all in accordance with the Contract Documents.

B. The following contract drawings are made a part of these Contract Documents:

Title	Sheet No.
Title Sheet & Vicinity Map	1
General Notes, Construction Notes, and Details	2
Alley 1 – Country Club Dr. to Sta. 21+57.30	3
Alley 2 – Crescent Ave. to Elm St.	4
Alley 3 – Bellevue Rd. to Sta. 18+00	5
Alley 4 – Michigan St. to Buena Vista St.	5
Alley 5 – Buena Vista St. to Sta. 11+00	5
Alley 6 – Stuart Ave. to Sta. 16+00	6
Alley 7 – Cero Ct. to Cook St.	6
Alley 8 – Stillman Ave. to High Ave. to Division St.	7
Alley 9 – Central Ave. to Sta. 14+00	8
Alley 10 – Central Ave. to Sta. 34+00	8
Alley 11 – Central Ave. to Sta. 44+00	8
Alley 12 – Sta. 14+00 to Sta. 22+50	8
Alley 13 – Stillman Ave. to Lincoln St. (west)	9
Alley 14 – Lincoln St. to Stillman Ave. (east)	9

1.2 GENERAL SCOPE OF WORK

A. Work In This Contract: Work in this Contract includes all labor, materials and equipment necessary for construction of the 2023 Alley Paving Improvement Project as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of paving various alleys throughout the City. The scope of work also includes removal and replacement of driveways and sidewalks where necessary; protecting in place all existing utilities, trees, power poles, and public and private improvements; replacing destroyed survey monuments; constructing

concrete v-gutters; 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 Alley Paving Improvements 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 Alleys and appurtenances, including restoring all areas to pre-construction conditions.

END OF SECTION

SECTION 01200 MEASUREMENT AND PAYMENT

A. Work Listed in the Schedule of Work Items

1. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

2. A retention of five percent (5%) of the value of work completed will be withheld from progress payments. This retention amount will remain constant throughout the contract period, and will not be payable until the expiration of thirty-five (35) days after the recordation of the Notice of Completion.

B. Work Not Listed in the Schedule of Work Items

The General Conditions and items in the General Requirements, and Specifications which are not listed in the schedule of work items of the bid form are, in general, applicable to more than one listed work item, and no separate work item is provided therefore. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the bid form.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the bid form, include the cost for that work in some related bid item so that the proposal for the project reflects the total cost for completing the work in its entirety.

The Contractor may experience difficulty in excavation due to rock or unsuitable backfill material throughout the project locations. It shall be the Contractor's responsibility to identify these areas and account for difficulty in excavation, the need to export rock or unsuitable backfill material and the need to import suitable backfill material. There will not be additional contract time or additional compensation for any project locations where any of these circumstances occur.

C. Bid Items

1. Mobilization, Bid Item 1:

Payment for Mobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01721. The bid price shall include, but not limited to, preliminary construction schedule, bonds, insurance, installation and relocation of information signs, shop drawings, catalog submittals and shall constitute full compensation for all labor,

material, equipment and incidentals required. The bid price for mobilization shall not exceed 5 percent of the Bid Schedule Price.

2. SWPPP, Bid Item 2:

Payment for Storm Water Pollution Prevention 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 01571.

Payment for the SWPPP shall be made based on the percentage of project completion to ensure compliance with all requirements. The completeness shall be determined by the Engineer and updated on progress payments.

3. Survey, Bid Item 3:

Payment for Survey shall be made at the contract lump sum price and shall constitute full compensation for research, construction surveying, construction staking, preparation and submittal of surveying cut sheets, tying existing control monuments that may be damaged or disturbed prior to construction, verifications of horizontal and vertical position of existing control monuments, recovery and reestablishment of damaged or disturbed control monuments after construction, preparation and submittal of corner records to applicable government agencies, 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.

4. Removal of all trash and debris, shrubs, bushes, tree stumps, existing pavement, and pavement grindings from right of way, Bid Item 4:

Item includes but is not limited to removal of all: trash, debris, shrubs, bushes, tree stumps, existing pavement and pavement grindings from right of way. Dust control and export to allow for installation of proposed improvements per the plans. This item includes asphalt grindings spread throughout the alley surface and shall only be paid when removal of all items have occurred, and the site is ready for installation of proposed improvements.

Payment for this item shall be made at the contract lump sum and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment for this item will be released. All must be complete and operable before any compensation will be released.

5. Construct 2.5” AC over 4” Aggregate Base, Bid Item 5:

Item includes but is not limited to 2.5” AC over 4” aggregate base as specified on the project plans and specifications; construction surveying, potholing existing utilities, construction staking, traffic control, dust control, grading, removal of all trash, organics and asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall also include all clearing and grubbing per Section 300-1 of the General Conditions. Grading and shaping shall conform to Section 300, 301 and 302 of the

General Conditions. Integrate new asphalt concrete pavement with existing residential driveways to create seamless transitional driveways.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment for Construct 2.5" AC over 4" Aggregate Base will be released. All must be complete and operable before any compensation will be released.

6. Construct 2' Wide V-Gutter, Bid Item 6:

Item includes but is not limited to V-Gutter transition as specified on the project plans and specifications, construction surveying, construction staking, dust control, traffic control, grading, removal of all trash, organics and asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall also include all clearing and grubbing per Section 300-1 of the General Conditions. Grinding and shaping shall conform to Section 300, 301, and 302 of the General Conditions.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidents required. No partial payment for Construct 2' Wide V-Gutter will be released. All must be complete and operable before any compensation will be released.

7. Construct V-Gutter Transition, Bid Item 7:

Item includes but is not limited to V-gutter transition as specified on the project plans and specifications, construction surveying, construction staking, dust control, traffic control, grading, removal of all trash, organics and asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall also include all clearing and grubbing per Section 300-1 of the General Conditions. Grading and shaping shall conform to Section 300, 301 and 302 of the General Conditions.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment for V-Gutter transition will be released. All must be complete and operable before any compensation will be released.

8. Remove and Replace Driveway, 6" Thick PCC (560-C-3250), Compact top 6" to 95% compaction, Bid Item 8:

Item includes but is not limited to the removal and replacement driveway 6" think PCC including adjacent curb and/or gutter as specified on the project plans and specifications; construction surveying, potholing existing utilities, construction staking, traffic control, dust control, grading, removal of all trash, organics and asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall also include all clearing and grubbing per Section 300-1 of the General Conditions. Grading and shaping shall conform to Section 300, 301 and 302 of the General Conditions.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment for this item will be released. All must be complete and operable before any compensation will be released.

9. Remove and Replace 6" Thick PCC Sidewalk (560-C-3250), Compact Top 6" to 95% Compaction, Bid Item 9:

Item includes but is not limited to the removal and replacement of 6" thick PCC (560-C-3250) sidewalk, compact top 6" to 95% compaction as specified on the project plans and specifications. Item includes but is not limited to erosion control, sawcutting, removal of varying thickness sidewalk, earthwork and compaction as required for the construction of new 6" thick concrete sidewalk. Sidewalk shall match the existing width and appearance of adjacent areas, as score lines and finish. Item also includes all necessary dust control, clearing, grubbing, grading, irrigation repair, information signs, survey monument preservation, and removals such as removal of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required, with no additional compensation or work allowed. No partial payment for sidewalk removal and replacement will be released.

10. Construct 8" PCC Curb per SPPWC Standard No. 120-2 , Bid Item 10:

Item includes but is not limited to the new and/or the re-construction of existing but damaged, missing, and/or mis-aligned curb and/or curb. Curb shall be re-constructed per APWA Standard Plan 120-2 Curb and Gutter - Barrier and shall join to existing. The height and width of the curb and gutter shall match the existing. Item also includes all necessary dust control, clearing, grubbing, and removals such as removals of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item. Bid Item shall also include traffic control and mobilization. Approximate locations for curb and gutter replacement are shown on the plans. The actual locations shall be verified during construction.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required.

11. Adjust Manhole to Grade, Bid Item 11:

Item includes but is not limited to adjusting sewer manhole to the proposed finish grade of the alley, construction surveying, construction staking and field locating existing manhole.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required.

12. Construct Concrete Collar, Bid Items 12:

Item includes but is not limited to construction of concrete collar as specified on the project plans and specifications; construction surveying, potholing existing utilities, construction staking, traffic control, dust control, grading, removal of all trash, organics and asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall also include all clearing and grubbing per Section 300-1 of the General Conditions. Grading and shaping shall conform to Section 300, 301 and 302 of the General Conditions.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment for this item will be released. All must be complete and operable before any compensation will be released.

13. Construct New Rock Curb Per City of Redlands Std. No. 129, Bid Item 13:

Item includes but is not limited to the re-construction of existing but damaged, missing, and/or mis-aligned rock curb. Curb shall be re-constructed per City of Redlands Standard No. 129 and shall join to existing. The height and width of the curb shall match the existing. Item also includes all necessary dust control, clearing, grubbing, and removals such as removals of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item. Bid Item shall also include traffic control and mobilization. Approximate locations for curb replacement are shown on the plans. The actual locations shall be verified during construction.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required.

14. Demobilization, Bid Item 14:

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.

15. Unforeseen work <u>not</u> covered within all other bid items, Bid Item 15:

Payment for the unforeseen work not covered within all other bid items shall be made at the contract price per lump sum (LS) and shall constitute full compensation for all labor, materials, equipment, and incidentals required. Unforeseen work must be approved by the City staff before doing any work and pay estimate shall be negotiated based on unit price already established with the bid proposal for this project. Any required work that is outside of the proposed bid unit cost, shall be performed based on the Time and Material (T&M) basis and T&M cost shall be negotiated and approved by the City staff prior to performing the work. Unforeseen work will be paid in each billing cycle with a percentage of the lump sum cost included in the bid. This item may not be spent entirely.

END OF SECTION

SECTION 01251 CHANGE ORDER REQUESTS

1.1 GENERAL

A. All quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in EXTRA WORK of the GENERAL CONDITIONS shall be submitted to the ENGINEER, in writing, on the Change Order Request (COR) Cover Sheet and the Change Order Cost Summary Form, both attached, and in conformance with the requirements of Section 01254 CHANGE ORDERS. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the ENGINEER. The CONTRACTOR shall submit its written cost quotation and Time Impact Analysis not later than fifteen (15) days after being requested to provide such quotation, unless the ENGINEER allows more time. Delays in submitting quotations beyond the fifteen (15) days set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the project, shall not be cause for a claim or a time extension under the Contract.

B. The ENGINEER'S request for quotation on a preliminary change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the ENGINEER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

END OF SECTION

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CHANGE ORDER REQUEST (COR)

Project Name:		**COR Number:**	
Project Number:		**Date of Request:**	
Requested By:			

Change Name:	

Description of Change (Required):

Reason for Change (Required):

Location of Change (Required): List all locations if various locations are included in this Request

Additional Days Requested Due to Change (If Applicable):

Total Net Change in Cost: **Note:** Attach all supporting documents for cost justification	$ 0.00

Requestor:

Signature: _____

Title: _____ **Date:** _____

Change Order Cost Summary

Project Name :

Change Order Request No. :

Date :

		Direct Labor	Direct Materials	Direct Equipment		Totals
(1):	Lump Sum Work by Prime Contractor	$0.00	$0.00	$0.00		
(2):	"T&M" Work by Prime Contractor	$0.00	$0.00	$0.00		
(3):	Subtotal - Direct Work (Prime Contractor)	$0.00	$0.00	$0.00		
(4):	All Lump Sum Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(5):	All "T&M" Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(6):	Subtotal - Direct Work (all subcontractors)	$0.00	$0.00	$0.00		$0.00
					Add each of the three columns across and enter to the right.	
(3)+(6)=(7):	Total - Direct Costs	$0.00	$0.00	$0.00		$0.00
(8):	Markup	(20% of direct labor) $0.00	(15% of direct mat'l) $0.00	(15% of direct equip) $0.00		$0.00
(9):	Prime Contractor Markup for subcontractors				10% of line (6) direct sub work up to $5,000 plus 5% of line (6) direct sub work over $5,000	
(10):	Bonds & Insurance				1% of line (7) all direct work	$0.00
(11):	Additional amount permitted by Contract					
(12):	**GRAND TOTAL**				Add sums of lines) (7), (8), (9), (10) and (11)	**$0.00**

SECTION 01254 CHANGE ORDERS

PART ONE -- GENERAL

1.1 REQUIREMENTS

Payment to the Contractor, or credit to the City, for any change, addition, deletion or extra to the Work, or settlement of any Claim, covered by any Change Order, shall be determined by the methods set forth herein. The Engineer may change the Plans and Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and the City, which shall be executed by a Change Order.

Unless otherwise stipulated, "Unit Prices" include all costs necessary to furnish, install and complete the Work. The "Unit Prices" include all direct costs for labor, equipment and materials, all insurance and bond costs, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but is not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax.

A. Unit Prices

Unit prices stipulated in the Bid or itemized in the approved Schedule of Values shall be utilized, where they are applicable and determined reasonable by the Engineer. In the event that the Change Order results in a change in the original quantity of more than twenty-five percent (25%), either increase or decrease, then either the Engineer or the Contractor may request a review of the unit price to determine if a new unit price shall be mutually determined by negotiation. Any new unit price mutually determined under this Subsection shall only apply to the units in excess of one hundred twenty five percent (125%) of the original quantity for overruns. In case of underruns, the unit price stipulated in the Bid shall be applied to the first twenty-five percent (25%) of the actual quantity of work performed and the new mutually determined price shall be applied to the quantity between twenty-five percent (25%) and seventy-five percent (75%) of the original quantity.

Renegotiated unit prices or unit prices for new items added to the Contract by Change Order shall be determined in accordance with Subsections B through G. Whether stipulated in the Bid, itemized in the approved Schedule of Values or renegotiated, the unit prices used for payment constitute the total adjustment with no further costs owed for overhead, impact, profit, delay or impact to unchanged portions of the Contract, or any other reason. The unit price shall be full and final compensation as described in Subsection D.

The cost proposals for renegotiated unit prices shall be presented in accordance with the provisions of Subsections B through G. Should any Bid Item be deleted in its entirety, the amount bid for that bid item shall be subtracted from the total Contract amount. The Contractor shall be paid only for the actual cost incurred prior to the notification of such deletion for that Bid Item.

B. Lump Sum

The Engineer and the Contractor may mutually determine a total sum for the Extra Work. The Contractor shall summarize the total cost and furnish a breakdown of the proposed lump sum costs satisfactory to the Engineer in accordance with Subsections B through G. Such lump sum costs shall be full and final compensation as described in Subsection D. The Contractor's quotation shall conform to the requirements of Section 01251- Change Order Requests, and be submitted in the Change Order Cost Summary Form provided (see Attachment 01251-A1). The Change Order Cost Summary Form cannot be used to nullify or supercede any specification or contractual provision.

If the method or amount of payment cannot be agreed prior to performing the Extra Work, the Engineer may unilaterally issue a Change Order in the amount determined reasonable by the Engineer for the Extra Work and direct the Contractor to proceed immediately. The Engineer also has the option to issue a Change Order directing the Work be done on a Time and Materials basis with the Contractor providing all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. Estimates for lump sum quotations and accounting for Time and Materials work shall be limited to direct expenditures necessitated specifically by the subject Extra Work, and shall be segregated as follows:

1. Labor, up to and including working general foremen, who are directly assigned to the Extra Work. Employees identified as superintendents or non-working general foremen shall not be charged as labor on Extra Work. The labor costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance or any other insurance costs). A detailed

breakdown of those subcomponents of labor costs, by all crafts shall be submitted to the Engineer, by the Contractor and all Subcontractors, for approval, as part of the documentation of labor costs, within ten (10) working days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the Engineer.

The labor cost is not allowed to be increased by using labor classifications with paygrades higher than necessary to accomplish the Work.

2. Materials: The cost of materials used in performing the Extra Work will be the cost, including sales tax and freight, to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:

   a. Cash or trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by the Contractor.

   b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Supplier markup, except for actual costs incurred in the handling of such materials, will not be allowed.

   c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the Jobsite, whichever price is lower.

   d. If, in the opinion of the Engineer, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the Jobsite less cash or trade discount. The City reserves the right to furnish materials for the Work and no claim shall be made by the Contractor for costs and profit on such materials.

   e. For the purposes of this Section, a "Supplier" is defined as any person or persons, firm or business, who supplies materials of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the Contractor, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.

3. Equipment Costs, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of $500. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform work on the Extra Work described in the Change Order and the Contractor can demonstrate that the changed work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in Subsection G.

4. Small tools, equipment, consumables and incidental costs: No separate payment will be made for the use of small tools or equipment with a replacement value of $500 or less. This applies to tools and equipment owned by the Contractor or its subcontractors of any tier. Also, no separate payment will be made for fuel, lubricants, tool or equipment repairs, tool or equipment maintenance, consumables, drinking water, sanitary facilities or other incidentals. These costs are already included as a part of Markup.

5. Subcontractor Costs, including their overhead and profit, provided that such costs are direct costs to the Contractor for performing the Extra Work as set forth in Subsections B through G.

C. Time and Materials Work

The costs of all Changed/Extra Work submitted under the Time and Materials (T&M) method shall be formulated in accordance with the provisions of Subsections B through I.

Unless otherwise stipulated on the Change Order, the “Not-to-Exceed” amount for all T&M Change Orders is $10000. The Contractor is responsible for tracking costs and for notifying the Engineer in writing when costs approach 50% and 75% of the “Not-to-Exceed” amount. In addition, if the Changed/Extra Work cannot be completed within the “Not-to-Exceed” limit, the Contractor shall notify the Engineer in writing, and in a timely manner, that the limit requires an increase. The City will only reimburse eligible costs up to the “Not-to-Exceed” amount.

The Contractor shall notify the Inspector at the beginning of each day when Changed/Extra Work is being performed. The Contractor shall notify the Inspector of the Changed/Extra Work being performed and describe the personnel involved, whether by Contractor forces or by its subcontractors at any tier. Failure to notify the Inspector prior to the start of Changed/Extra Work serves as the Contractor’s waiver to claim for compensation on that day.

For each working day, the Contractor shall submit a “Daily Extra Work Report” (DEWR) to the Inspector. The “Daily Extra Work Report” shall summarize labor,

equipment and materials supplied. The Inspector will only consider Forms that are properly completed as described below.

1. Separate forms must be used for labor and for equipment/materials.

2. Labor, equipment, material or expenditures that are not included on The DEWR are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of the Contractor to include any and all items of labor, equipment, or material for which it requests compensation for each day's work completed.

3. Information required on the Labor form shall include name of personnel, personnel classification, and only the number of hours worked on Changed/Extra work for the day being reported. Since the overhead allowance already includes all necessary supervision, any hours for additional supervision or non-working foremen are ineligible for additional payment. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by a Union Labor Agreement or otherwise approved by the Inspector. The general foreman rate is eligible for payment only during the time that a general foreman was required for the Changed/Extra Work.

4. Information required on the Equipment/Material shall include Contractor-owned equipment and/or tools, and rented equipment or tools for which compensation is requested. Information shall include the type of equipment, size of equipment, equipment identification number, appurtenances, and only the number of hours worked on the Changed/Extra work.

5. The only allowable materials are materials delivered to the job site and/or incorporated only into the Changed/Extra work. The allowable materials shall be listed on the T&M sheet for the day that they are delivered to the job site and/or incorporated into the Changed/Extra work.

6. Delivery ticket(s) and/or bill(s) of lading for rental equipment and/or tools delivered to the site and/or material incorporated into the work for the day being reported must be attached with the T&M sheet for that day. No payment will be allowed for materials and/or rented equipment unless receipt(s) or bill(s) of lading is attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to the Inspector, the City may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the work was being performed.

7. Failure to submit the required "Daily Extra Work Report of Time and Material Work" by the close of the next working day shall waive all rights for that day unless otherwise approved by the Inspector. Work that cannot be substantiated by a "Daily Report", approved and signed by the Inspector, is ineligible for payment.

8. The Contractor is responsible for preparing the "Daily Extra Work Report" for work by its Subcontractors and submitting the Forms to the Inspector on time.

9. The Contractor must have each "Daily Extra Work Report" verified by the Inspector. After the "Daily Extra Work Report" is approved by the Inspector, both the Contractor and Inspector sign the report. The original "Daily Extra Work Report" is retained by the Inspector with a copy provided to the Contractor.

10. When the "Daily Extra Work Report" is signed by the Inspector and the Contractor, it is binding on the Contractor and its Subcontractors.

11. When agreed to by the Inspector, the Contractor may submit a supplemental "Daily Extra Work Report" for labor, materials, or equipment for which the Contractor requests compensation but failed to list on the original daily report.

    a. These supplemental forms shall be marked "SUPPLEMENTAL".

    b. Unless otherwise approved by the Inspector, the supplemental forms may only be submitted for approval up to two (2) working days following the date when the work was performed.

No payment will be allowed for labor, materials, or equipment included on T&M sheets not signed by the Contractor and the Inspector. Payment will not be allowed for labor, materials, or equipment included on T&M sheets signed by anyone other than the Inspector or the Inspector's immediate supervisor.

D. General

It is the intent of the City to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph shall be made a part of all Change Orders, whether included or not on the actual change order:

> "The compensation (time and cost) set forth in a Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all Subcontractors, and all

Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of himself, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the Contractor can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the Contractor, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole. The Contractor shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work has been or will be extended beyond the current Contract completion date. A Time Impact Analysis is a scheduling procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a

Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to past or current delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated project schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the Contractor, until all available float, slack, or contingency time on the project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.

The cost summary, cost breakdowns and requests for cost reimbursement submitted by the Contractor (for delay, disruption, hindrance and interference associated with the changes, additions, deletions or extras) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual, change, addition, deletion, extra and (on an event-by-event basis) each individual delay or disruption event. Such cost summaries, breakdowns or requests shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the Contractor's additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect (i) the actual costs incurred or saved for each individual item of Extra Work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and, (ii) on an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.

Except as provided in Section 6-6 of the General Conditions, Contractor shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).

Contractor waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the Contractor acknowledges and agrees are within the reasonable contemplation of the parties: (i) changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope,

number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) the issuance and performance of changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) changes due to Differing Site Conditions; (iv) suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of City or in the interests of the Project; (v) delay or disruption to the Work due to failure of the City, Engineer or Inspector to timely perform any contractual obligation.

E. Markups – Overhead and Profit

1. In addition to the direct expenditures specified for labor, materials and equipment in Subsection B, a lump sum will be paid for all overhead and profit, including: All insurance costs other than specifically mentioned in this Section, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but are not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax. Such lump sum shall conform to the following schedule of percentages of the total amount of direct expenditures of the Contractor and subcontractors.

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Direct Labor	20%
2) Direct Materials	15%
3) Direct Equipment	15%

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

2. Bonds and Insurance

An additional allowance of one percent (1%) of all direct costs (less markup) is allowed.

3. Add/ Deduct Changes

The overhead rates determined above shall be applied to all additive Change Orders, except those utilizing as-bid Unit Prices listed in the Bid Proposal.

Any change in the Work involving both extras and credits shall show a net total cost, including subcontracts. Allowances for overhead and profit to the net total cost, as specified herein above, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was signed.

4. When all or any part of the extra work is performed by a Subcontractor, the markup established in subsection 1.1.E.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

F. City Furnished Materials, Equipment and Services

The Engineer reserves the right to furnish materials, equipment and services deemed expedient for use on the Changed/Extra Work. The Contractor shall have no claim for profit or overhead on the cost of such materials, equipment and services.

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Caltrans Labor Surcharge and Equipment Rental Rates (Caltrans LS&ERR). For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates established by Subsection G.2. The most recent published edition in effect at the commencement of actual equipment use shall be used.

The rates paid for any rented or leased equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the equipment or tools.

It is the responsibility of the Contractor to include any appurtenances added to equipment which would increase the basic rate for said equipment (i.e., hoe-ram, oversize bucket, and etcetera) as established in the acceptable rental rate guide. All equipment and/ or tools shall be acceptable to the Inspector, in good working condition, suitable for the purpose for which it is to be used, and necessary to complete the Changed/Extra Work. Payment will be based on the manner in which the equipment was actually powered, operated and modified per the equipment manufacturer's recommendations.

1. Rented or Leased Equipment

For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the Contractor shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Caltrans LS&ERR. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a Contractor of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the Contractor. In no event shall the leased equipment rate billed to the City be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

a. When in Use:

Actual equipment use time documented by the Inspector shall be the basis that the equipment was utilized on the changed work and paid for under the Change Order. In addition to the lease or rental rate, equipment-operating costs shall not exceed the estimated hourly operating rate as set forth in the Caltrans LS&ERR. The hours of operation shall be based upon actual equipment usage on the changed work as recorded by the Inspector. For multiple shift work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

b. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed work. Equipment operating costs due to idle time, documented by the Inspector, shall be paid at the rate determined in "G" (1) above. Idle time shall include a reasonable time allowance to and from the project site.

Payment for equipment or tools shall be limited to hours actually worked on the Changed/Extra Work if the equipment or tool is already on site for Work under the original Contract. No "standby" time will be paid for equipment already on site for Work under the original Contract.

If equipment or tools are used intermittently and, when not in use, could be returned to the rental source at less expense than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the City.

2. Owned and Other Equipment

Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the work is performed. (The Caltrans equipment rental rates are available on the internet at http://www.dot.ca.gov/hq/construc/equipmnt.html.) If the equipment is not listed in Caltrans LS&ERR, then the Rental Rate Blue Book shall be used. When using the Blue Book, the hourly rate for any period less than 7 days shall be the weekly rate divided by 40, plus the Operating Cost. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Blue Book will be paid for each hour the equipment actually performs the Extra Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each work day (or work shift if the Work is being performed in multiple work shift sequence) by the Inspector shall be the record upon which actual equipment use shall be based. For multiple shift work sequences, the Caltrans overtime factor shall be applied (When using the Blue Book one-half the Non-Operating Cost will be deducted for second and third shifts. The Non-Operating Costs are the Blue Book monthly or weekly/40 rates, as applicable.). It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

a. When Idle:

Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed work, shall be paid per the table in Caltrans Standard Specifications Section 9-1.03A(3b), provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City. Idle equipment time will only be paid as a function of delays specifically directed or caused by the City's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed, for second or third shifts. It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

3. Equipment Haulage and Set Up Costs

Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in Subsection B.3.

4. Other Equipment Cost Guides

In the event that a piece of equipment used on a Change Order is not listed in Caltrans or the Blue Book, costs may be derived from the Associated General Contractor's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the Work under this Contract.

H. Records

At any time should the Contractor deviate substantially from the schedule, method and sequence of operation, equipment, cost or pricing data furnished by the Contractor and agreed to by the City in connection with the Change Order or should the City determine that any price negotiated in connection with the Change Order is defective due to such deviation or the fault of the Contractor, the City reserves the right to reduce the Change Order cost and reissue the Change Order at the amount in which the City determines to be the actual costs to complete the change.

Whenever any material or process is indicated or specified by patent or a proprietary name, or by name of a manufacturer in the Change Order, such direction shall not relieve the Contractor's responsibility or obligation to perform

work in accordance with the contract requirements. The Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences and procedures, coordination of all portions of the contract and Change Order work.

The Contractor shall on a weekly basis submit an approximate accounting of the amount expended on the Time and Materials work to date and an estimate of the Impact to the time of performance of work.

I. Partial Payments for Time and Materials Work.

Progress payments for Time and Materials work shall only be made if the anticipated cost of the changed work is in excess of $50,000 and/or the time to perform the changed work will exceed two (2) months duration. To receive payments for Time and Materials work, the Contractor shall submit to the Engineer an invoice of the daily reports which were verified by the Inspector, with details and documents, verifying the Contractor's and Subcontractor's actual costs incurred for the Time and Materials work as set forth in Subsections B through H. Costs shall be submitted within thirty (30) calendar days after the T&M work has been satisfactorily completed unless an extension of time for submittal is authorized in writing by the Inspector.

END OF SECTION

SECTION 01298 SCHEDULE OF VALUES

1.1 GENERAL

A. The Schedule of Values shall be used as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum. Prior to submitting an invoice for payment, the CONTRACTOR shall have submitted a detailed Schedule of Values and obtained approval from the ENGINEER.

B. Each lump sum bid item on the Schedule of Work and Prices, as set forth in the Bid must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the contract documents for that item. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item. The breakdown shall include subcontract amounts which shall not deviate from the amounts submitted in the Bid Proposal. The CONTRACTOR shall provide certification from the Subcontractors certifying the subcontract amounts.

C. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete and curing. The cost for pipeline construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. The Contract Price breakdown shall include the itemized costs for the plant establishment and any maintenance services to be performed before the final project acceptance is made. No non-construction activity shall be cost loaded.

D. The CONTRACTOR shall use cost loaded construction activities from the Construction Schedule as a Schedule of Values. Each construction activity shall be encoded to its bid item and a sort provided for each bid item totaling the cost loaded amount. The total of the Cost Loaded amounts for each bid item shall equal the amount bid for that item. The total of the Schedule of Values shall equal the current Contract value at all times. At any time during the progress of the Work of the Contract the INSPECTOR reserves the right to review the cost loading of the Schedules of Values and direct necessary revisions. When requested by the INSPECTOR, the CONTRACTOR shall provide all information necessary to substantiate the cost loading.

E. Attached are samples of the Schedule of Values. The City will provide project specific Schedule of Values for the CONTRACTOR to use throughout the project at the Preconstruction Meeting. The Schedule of Values must be used by the CONTRATRACTOR at the time of each progress payment.

END OF SECTION

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone :

	BID ITEM/DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	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			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone:

	BID ITEM/ DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
	TOTALS				$0.00		$0.00		$0.00		$0.00

SUMMARY OF CHANGE ORDERS	QTY	UNIT	UNIT BID PRICE	QTY	$ VALUE	QTY	$ VALUE	TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
CHANGE ORDER NO. 1	1	LS						0.0	$0.00
CHANGE ORDER NO. 2	1	LS						0.0	$0.00
CHANGE ORDER NO. 3	1	LS						0.0	$0.00
CHANGE ORDER NO. 4	1	LS						0.0	$0.00
CHANGE ORDER NO. 5	1	LS						0.0	$0.00
CHANGE ORDER NO. 6	1	LS						0.0	$0.00
CHANGE ORDER NO. 7	1	LS						0.0	$0.00
CHANGE ORDER NO. 8	1	LS						0.0	$0.00
CHANGE ORDER NO. 9	1	LS						0.0	$0.00
CHANGE ORDER NO. 10	1	LS						0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
CHANGE ORDERS TOTAL			$0.00				$0.00		$0.00

		VALUE OF WORK COMPLETED TO DATE	$0.00
ORIGINAL CONTRACT PRICE	$0.00	AMOUNT DUE THIS PERIOD INCL RETENTION	$0.00
TOTAL AMOUNT OF CHANGE ORDERS	$0.00	LESS 5% RETENTION	$0.00
ESTIMATED TOTAL CONTRACT PRICE TO DATE	$0.00	**AMOUNT DUE THIS PERIOD**	**$0.00**

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

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

SECTION 01323 CONSTRUCTION STATUS REPORTS

1.1 REQUIREMENTS

A. Daily Status Report

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, unusual occurrences and etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the City and shall be submitted to the Project Manager at the conclusion of each work week.

The Contractor shall also have workers on the project sign in and out each day on the City of Redlands Daily Sign In Sheet which shall state the name, times in and out and the work performed by each worker on the project each day. The completed Daily Sign In Sheets shall be submitted to the City of Redlands Project Manager at the end of each work week. Failure to submit daily reports and daily sign in sheets to the Project Manager on a weekly basis will result in a possible and temporary suspension of work until reports are submitted.

B. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

C. 3 Week Look Ahead Schedule

During the construction phase of the Work, the CONTRACTOR shall submit 3 Week Look Ahead reports to the ENGINEER at the weekly progress meetings or as directed by the ENGINEER. The report shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

D. Miscellaneous Submittals

CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit original copies to the ENGINEER at weekly intervals for approval:

1. List of Subcontractors and Sub-Subcontractors at the site**,** types of works and job location.

2. Count of CONTRACTOR’S personnel at the site**,** name, type of work, hours completed and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

END OF SECTION

SECTION 01330 SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, including required submittals by all Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, two (2) hard copies and one electronic (PDF) copy of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER at a time sufficiently early to allow review of same by the ENGINEER and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

C. All design or shop drawings or other submittals shall be accompanied by a transmittal form for each submittal. Any submittal not accompanied by such a form may be returned, at the ENGINEER'S discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

F. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within twenty (20) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal

item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:

1. If a submittal is returned to the Contractor marked "NO EXCEPTIONS," formal revision and resubmission of said submittal will not be required.

2. If a submittal is returned to the Contractor marked "EXCEPTIONS NOTED," formal revision and resubmission of said submittal will not be required, unless specifically requested.

3. If a submittal is returned to the Contractor marked "RETURNED FOR CORRECTION," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

4. If a submittal is returned to the Contractor marked "NOT ACCEPTABLE," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED“. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.

H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR’S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the

CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.

J. The ENGINEER'S review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

K. CONTRACTOR'S Coordination:

1. ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the ENGINEER unless specifically called for in the Contract Documents.

3. ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER.

4. ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information is received by the Consultant or ENGINEER.

L. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

1. Schedule of Values for all Lump Sum items within the Proposal.

2. Construction Schedule and Notification to ENGINEER of completion of each milestone or percentage increment of the Work as required.

3. Submittal Schedule

4. Daily Construction Reports

5. Shop Drawings and Structural Calculations.

6. Manufacturer's Data and Specifications.

7. Samples

8. Templates

9. Certificate of Compliance

10. Construction Photographs

11. Substitutions

12. Record Drawings and Record Project Manual

13. Operation & Maintenance Manuals

14. Stock Materials, Spare parts, tools

15. Material Testing Results

16. Maintenance Logs and Maintenance Schedule.

M. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the ENGINEER.

1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which include fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

N. Coordination and Submittals:

1. Carefully review and coordinate all aspects of each item being submitted.

2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

5. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

6. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the ENGINEER copies of the approved plans or drawings for review.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name of the Project

2. Date of the Submittal

3. Name and address of Consultant

4. Name and address of the CONTRACTOR

5. Name and address of the Subcontractor(s)

6. Name and address of the Supplier

7. Name and address of the Manufacturer

8. Reference to Specification Section Number and Title

9. Reference to Drawing Sheet Number and detail(s)

10. Submittal Number

11. Priority Number and expected return date.

END OF SECTION

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THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

SUBMITTAL COVER SHEET

Project Name:		**Submittal Number:**	
Project Number:		**Date of Submittal:**	
Submitted By:			

Submittal Title:	

Priority Type (Select One):	☐ Low	☐ Normal	☐ High

Submittal Type (Select One):	☐ Pre-Construction	☐ Post-Construction

Category (Select One):	
☐ Product Data	☐ Close-Out
☐ Shop Drawing	☐ Warranty
☐ Mock Up	☐ Test Report
☐ Sample	☐ Operation / Maintenance Manual
☐ Certification	☐ MSDS – Material Safety Data Sheets
☐ As-Built	

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REQUEST FOR INFORMATION (RFI)

Project Name:		**RFI Number:**	
Project Number:		**Date of RFI:**	
Submitted By:			

RFI Title:	

Work Impact? (Select One):	☐ No	☐ Unknown
	☐ Yes – Work Impeded	☐ Yes – Work Stopped

Question:

Proposed Solution (Optional):

Requestor:

Signature: _____

Title: _____ **Date:** _____

SECTION 01571 STORMWATER POLLUTION PREVENTION PLAN

PART 1 - GENERAL

This project is subject to the requirements of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002, and all amendments. All permit related documents can be located at the State Water Resources Control Board (SWRCB) website at www.waterboards.ca.gov. This project lies within the boundaries of the Santa Ana Regional Water Quality Control Board (RWQCB). The project is also covered by the municipal MS4 permit, Santa Ana-Order No. R8-2010-0036. Guidance manuals applicable to this project are the California Best Management Practices Handbooks found at www.cabmphandbooks.com.

The Contractor shall be responsible for complying with the SWPPP and all laws, codes, ordinances, and requirements of the governing agencies regarding the discharge of pollutants, pollution control devices, and any other related stormwater and non-stormwater requirements for this project, including but not limited to reporting, sampling, and amendments.

The Contractor shall have the necessary training and certifications to implement the SWPPP, conduct inspections and maintain the required water pollution control practices. See Section "QUALIFIED SWPPP PRACTITIONER (QSP)".

The Contractor shall follow all requirements of the prepared job specific Storm Water Pollution Prevention Plan (SWPPP) including the Construction Site Monitoring Program Requirements (CSMP). The contractor shall provide a Qualified SWPPP Practitioner (QSP) to implement all requirements of the SWPPP. The QSP shall be responsible for monitoring and sampling as required by the CSMP.

Approval of the SWPPP must be completed prior to the start of construction activity. However, the contract time will commence.

PART 2 - STORMWATER POLLUTION PREVENTION PLAN PREPARATION

If required under Order No. 2009-0009-DWQ, CAS000002, or its amendments, the Contractor shall prepare a SWPPP for the project. The SWPPP provides the general stormwater approach for the project and the minimum necessary BMPs. The contractor shall provide a Qualified SWPPP Practitioner (QSP) for this project and submit to the City copies of the required certifications or registrations for the QSP prior to SWPPP approval.

The California Storm water Quality Association (CASQA) has prepared a SWPPP template for use with Order No. 2009-0009-DWQ, CAS000002. The SWPPP template provides the general storm water approach for the project and the minimum necessary BMPs. The SWPPP template is not to be a considered a final and complete document until it has been completed and approved by a Qualified SWPPP Developer (QSD). The QSD is expected to include in the updated Final

SWPPP necessary details pertaining to the methods and scheduling of construction and any additional necessary BMPs, based on the project approach.

The QSD shall use the CASQA SWPPP template for preparation of the SWPPP. The Caltrans SWPPP template shall not be used.

Within 5 days of the Notice to Proceed, Contractor shall submit two (2) hardcopies of the draft Storm Water Pollution Prevention Plan (SWPPP) for review. SWPPP review shall be in accordance with the requirements set forth in Section 01330 of the General Requirements. Once all of the noted revisions have been made and the SWPPP is complete for submittal to the State, two (2) final signed hardcopies and one (1) electronic copy of the SWPPP must be submitted to the Engineer for acceptance. The Contractor shall keep one copy of the approved SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request by a representative of the City of Redlands, the Regional Water Quality Control Board or the State Water Resources Control Board. Requests made by the public or other third-parties for review of the SWPPP shall be directed to the Project Engineer. The Contractor shall notify the Engineer immediately when regulatory agencies request to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to the water pollution control work. Contractor shall immediately send all correspondences, notices of violation, enforcement actions or proposed fines, issued by a regulatory agency, to the Engineer.

The SWPPP shall be updated or amended as necessary or as required for compliance purposes. All updates to the SWPPP shall be per the guidelines contained therein. A copy of the SWPPP must be kept at the project site at all times. In the case of a linear construction project (water, sewer, street), where no field office has been established, the copy of the SWPPP shall be kept by the contractor's foreman in the vicinity of the actual construction and made available within thirty (30) minutes of request. The SWPPP shall be made available upon request by a City Inspector, a representative of the Regional Water Quality Control Board or the State Water Resources Control Board. Requests made by the public or other third parties for review of the SWPPP shall be directed to the City Engineer.

PART 3 - SWPPP IMPLEMENTATION

Unless otherwise specified, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control devices; and practices specified in the SWPPP, its amendments, or by the City Inspector. Unless otherwise directed by the City Engineer, the Contractor's responsibility for SWPPP implementation shall continue throughout temporary suspensions of work, regardless of reason, unless specified otherwise in writing by the City Engineer. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control devices and practices shall conform to the requirements in the SWPPP and these special provisions.

The National Weather Service (http://www.srh.noaa.gov/) weather forecast shall be monitored and used by the Contractor on a daily basis. If there is a forecast of 50% or greater probability of precipitation in the project area, the necessary water pollution control devices, plans and practices shall be deployed prior to the onset of the precipitation and immediate notice provided

to the City Engineer. The contractor's QSP shall be required to prepare and submit a Rain Event Action Plan (REAP), if required, any time the probably of rainfall is 50% or greater.

For the purposes of erosion and sediment control, disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 14 days. Non-active areas shall be protected as prescribed in the General Construction Permit within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

If the City Inspector finds the contractor is not in compliance with the SWPPP or any other applicable pollution control laws or regulations, the City Inspector shall direct the contractor to correct the violation. The Contractor shall immediately take measures to correct the violation or notify the City Engineer in writing why correcting the violation immediately is not possible and provide a timetable by which the violation will be corrected. The City Engineer may accept the timetable, reject it or modify it. Under no circumstances will the contractor submit a timetable that exceeds the duration of construction in the immediate area. If the Contractor fails to correct the identified violation by the date agreed upon or prior to the onset of precipitation, the project shall be in nonconformance with these specifications and subject to the remedies as described in Section "LEGAL RELATIONS AND RESPONSIBILITY".

Installing, inspecting and maintaining water pollution control practices on areas outside the City of Redlands right of way, not specifically arranged and provided for by the City of Redlands in the execution of this contract, will not be paid for without prior written approval.

No work required by regulatory agencies, and for which the Contractor would request additional compensation from the City, shall be started without prior approval from the City Engineer.

PART 4 - MAINTENANCE

To ensure the proper implementation and correct functioning of water pollution control devices and practices, the Contractor shall assign a Qualified SWPPP Practitioner (QSP) to regularly inspect and maintain the construction site's water pollution control devices and practices as identified in the SWPPP. The frequency of the inspections shall be in accordance with the SWPPP. In the event of multiple consecutive violations, the City Engineer may increase the frequency of the inspections. These additional inspections shall be at the Contractor's expense based on the current adopted resolution establishing such fees.

The QSP/Contractor shall document the inspections findings, using photographs and a written narrative, and if necessary, make the necessary corrections to the water pollution control practices or devices. One copy of each site inspection record shall be submitted to the City Engineer within 5 working days of completing the inspection. The QSP/Contractor shall submit one copy of each Rain Event Action Plans (REAP), when required, within 12 hours of anticipated precipitation event. The QSP/Contractor shall also submit one copy of each monitoring/sampling report, when required, within 24 hours of receiving the results. The contractor shall be responsible for all expenses incurred in the reporting process.

PART 5 - REPORTING REQUIREMENTS - DISCHARGE

If the Contractor identifies discharges leaving the construction site or flowing into drainage systems or surface waters in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the City Engineer. The Contractor shall submit a written report to the City Engineer in less than 24 hours of the discharge event, notice, or order. The report shall include the following information:

A. The date, time, location, nature of the operation, and type of discharge, including the cause or type of the notice or order Contractor received.

B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.

C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.

D. An implementation and maintenance schedule for affected water pollution control practices.

The contractor shall also submit any reports required by the SWPPP or the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities to the appropriate agencies. The contractor shall be responsible for all expenses incurred in the reporting process. Any required sampling shall be done by the contractor or his QSP in compliance with the SWPPP.

PART 6 - REPORTING REQUIREMENTS – ANNUAL REPORT and NOTICE OF TERMINATION

The contractor shall be responsible for preparing the Annual Report. The Annual report shall be prepared per Section XVI. ANNUAL REPORTING REQUIREMENTS of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002. The Annual Report must be prepared by or under the direction of a QSP.

1) The contractor or QSP shall prepare an Annual Report no later than August 15th of each year.

2) The contractor or QSP shall certify each Annual Report in accordance with the Special Provisions.

3) The contractor or QSP shall retain an electronic or paper copy of each Annual Report for a minimum of three years after the date the annual report is filed.

4) The contractor or QSP shall include storm water monitoring information in the Annual Report consisting of:

   a) A summary and evaluation of all sampling and analysis results, including copies of laboratory reports;

   b) The analytical method(s), method reporting unit(s), and method detection limit(s) of each analytical parameter (analytical results that are less than the method detection limit shall be reported as "less than the method detection limit");

   c) A summary of all corrective actions taken during the compliance year;

   d) Identification of any compliance activities or corrective actions that were not implemented;

   e) A summary of all violations of the General Permit;

   f) The names of individual(s) who performed the facility inspections, sampling, visual observation (inspections), and/or measurements;

   g) The date, place, time of facility inspections, sampling, visual observation (inspections), and/or measurements, including precipitation (rain gauge); and

   h) The visual observation and sample collection exception records and reports specified in Attachments C, D, and E.

5) The contractor or QSP shall provide training information in the Annual Report consisting of:

   a) Documentation of all training for individuals responsible for all activities associated with compliance with this General Permit; 2009-0009-DWQ 40 September 02, 2009 Order 2009-0009-DWQ 41 September 02, 2009

   b) Documentation of all training for individuals responsible for BMP installation, inspection, maintenance, and repair; and

   c) Documentation of all training for individuals responsible for overseeing, revising, and amending the SWPPP.

A copy of the Annual Report shall be submitted to the City no later than 9 A.M. each August 15th. In the event August 15th is a Friday, Saturday, or Sunday, the report shall be submitted no later than 5 P.M. on the Thursday prior to August 15th. If the project is completed prior to August 1st, regardless of when the project started, the Annual Report is due within two weeks of project completion. The contractor shall submit two hard copies of the annual report and one digital copy in PDF format on compact disc (CD).

Failure to submit the Annual report within the timeframes specified will result in progress payments and/or retention release being delayed and/or withheld. The City of Redlands, at its discretion, may complete the annual report based on records provided by the contractor. The contractor shall reimburse the city the full cost of creating the Annual Report along with an administrative fee not to exceed 1.7 times the total cost. The contractor shall also be liable for any fines or judgments levied by the Regional Water Quality Control Board against the City of Redlands as a result of the contractors failure to provide the annual report within the time frames listed above.

Under no circumstances does the submittal of a copy of the Annual Report to the City of Redlands relieve the contractor of his responsibility to maintain the Annual Report records for a minimum of three years after the date of submittal.

The contractor shall be responsible for preparing the Notice of Termination. The Notice of Termination shall be prepared within 30 days of the cessation of construction and shall meet all the requirements of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002. The Notice of Termination must be prepared by or under the direction of a QSP.

Along with submitting the Notice of Termination to the City of Redlands, the QSP shall submit one (1) hard copy and one (1) electronic copy of the Storm Water Pollution Prevention Plan (SWPPP), including all inspection reports, photographs and other documents as required by the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002, to the Engineer.

PART 7 - WATER POLLUTION BEST MANAGEMENT PLAN (BMP) BUDGET

The Contractor shall submit a completed Water Pollution BMP budget, which itemizes the BMPs for water pollution control work. The Contractor shall identify items, quantities, and values for all water pollution control work. The Water Pollution BMP budget shall provide a cost breakdown for the water pollution control work based on BMP quantity, unit cost, and total amount.

The Contractor shall be responsible for the accuracy of the quantities and values used in the Water Pollution BMP budget. Partial payment for the item of water pollution control will not be made until the Water Pollution BMP budget is approved by the Engineer. Overhead and profit, except for time-related overhead, shall be included in the individual line items listed in the Water Pollution BMP budget. Line item quantities indicated in the Water pollution BMP budget in this section shall be considered project-specific minimums. All the BMPs listed in the Water Pollution Control BMP budget can be referenced in the CASQA Construction BMP Handbook.

PART 8 - PAYMENTS AND PENALTIES

The Water Pollution BMP budget shall include full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all the work involved in reviewing, updating, and implementing a Storm Water Pollution Prevention Plan, including installing, constructing, removing and disposing of water pollution control devices and practices, and non-stormwater management and waste management and no additional compensation will be allowed, unless there is a separate prior approval in writing by the City Engineer.

It shall be understood that the City of Redlands and/or the City Engineer's acceptances does not relieve the Contractor of his/her full responsibility, legally and/or financially, to repair damages resulting from inadequacy and/or insufficiency of water pollution control devices and practices that were installed by the Contractor during construction activity.

PART 9 - LEGAL RELATIONS AND RESPONSIBILITY

The City Inspector may use any of the following measures if violations are not corrected in a timely manner or if the violation may present a danger to public health or to the environment; notices of correction or violation, stop work orders, citations, and using City staff or third party contractors to correct the problem. In the event that the above measures do not resolve the issues, the City Inspector shall inform the State Water Resources Control Board (SWRCB) of the violation and request their intervention.

The Contractor shall be solely responsible for penalties assessed or levied on the Contractor or the City of Redlands as a result of the Contractor's failure to comply with the provisions in this section, including but not limited to, compliance with the applicable provisions of the Permits, the Manuals, and Federal, State and local regulations and requirements as set forth, therein. Penalties shall also include payment made or cost incurred in settlement for alleged violations of the Permits, the Manuals, or applicable laws, regulations or requirements, Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations. This shall apply regardless of the source issuing the penalties.

In the event a stop work order has been issued, the days passing between the discovery of the violation until the violation has been resolved and the stop work order has been lifted, shall be considered "working" days and shall not negate any claims by the City of Redlands for liquidated damages.

If the Contractor fails to correct violations immediately or within the time table established with the City Engineer, the City of Redlands may elect to use City staff or a third party to bring the project into compliance. The Contractor shall be responsible for the cost incurred by the City of Redlands when using City staff or a third party to bring the project into compliance. The City of Redlands reserves the right to add an additional fifteen (15) percent to the costs to cover administrative expenses.

PART 10 - RETENTION OF FUNDS

Notwithstanding any other remedies authorized by law, the City of Redlands may retain money due the Contractor under the contract, in an amount determined by the City, up to and including the entire amount of penalties proposed, assessed or levied as result of the Contractor's violation of the Permits, the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the City until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of penalties until such time as they are resolved with the entity seeking the penalties.

When a regulatory agency or third party identifies a failure to comply with the Permits and modifications, thereto, the Manuals, or other Federal, State or local requirements, the City of Redlands may retain money due to the Contractor, subject to the following:

A. The amounts retained, due to Contractor's failure to conform to the provisions in this section, will be released for payment on the next monthly estimate for partial payment providing the corrections have been implemented and maintained and when water pollution has been adequately controlled, as determined by the City Engineer.

During the estimated period that the Contractor fails to conform to the provisions in this section, the City may retain an amount equal to 25 percent of the estimated value for the contract work performed.

PART 11 - QUALIFIED SWPPP PRACTITIONER (QSP)

The General Construction Permit requires a Qualified SWPPP Practitioner (QSP) to oversee implementation of the BMPs and to ensure proper project oversight. Any contractors bidding and/or awarded a contract for any projects for the City of Redlands subject to the provisions of the General Permit shall employ a QSP. Prior to being awarded a construction contract, the successful bidder shall submit the name of the QSP to the City or Redlands for approval.

The QSP shall be responsible for the elimination of all unauthorized discharges and the preparation and submittal of an annual compliance evaluation report.

END OF SECTION

SECTION 01581 CONSTRUCTION INFORMATION SIGNS

1.1 THE REQUIREMENT

The City shall provide the Contractor with all required construction information signs for the project. The signs shall be installed at the locations noted in the plans, if included, or as otherwise directed by the Engineer. If the project consists of numerous sites, the construction information signs shall be relocated to each site as work progresses. The construction signs shall be installed the same day work commences on any construction site. If the sign is not installed prior to construction work beginning at a subsequent site, the City will install the information signs at the Contractor's expense.

The installation of each sign shall be the responsibility of the contractor to include mounting posts, hardware and any related incidentals to ensure the sign is placed in a safe and secure manner. For any sign required for multiple site projects, where the sign is frequently relocated and not anticipated to be installed in the ground on posts, the Contractor shall provide a Type III barricade for mounting. The contractor shall obtain approval from the Engineer following installation of the construction information sign. If the signs are installed in the ground with posts, proper vertical clearance shall be provided. The minimum vertical clearance shall be six feet within a parkway area and seven feet within the sidewalk.

The construction information sign shall remain visible at all times. The contractor shall replace stolen signs at their expense and maintain the signs, ensuring all graffiti, soil, paint, etc. is removed from the sign immediately. Upon completion of the project, each sign shall be removed and returned to the City. If the sign is not returned to the City at the completion of the project in the original condition, the cost of the sign shall be withheld from the final progress payment.

The Contractor shall notify Underground Service Alert (Dig alert) at least 2 working days, but not more than 14 calendar days, prior to performing any excavation.

Full compensation for furnishing all labor, equipment, materials, and tools required to perform the tasks noted above, and as ordered by the Engineer, shall be considered as being included in the various Contract items of work and no separate or additional compensation will be allowed therefore.

END OF SECTION

SECTION 01721 MOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no mobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for mobilization.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.

4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.

6. Developing construction water supply.

7. Providing field office trailers for the CONTRACTOR, complete with all specified equipment, furnishings, utility services and required approvals from the CITY.

8. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.

9. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.

10. Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.

11. Submitting all required Subcontractor insurance certificates and bonds.

12. Posting all CAL/OSHA required notices and establishment of safety programs.

13. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedules.

14. Erecting all temporary fencing, including removal and disposal of existing temporary fencing.

END OF SECTION

SECTION 01722 SURVEYING

PART 1 - GENERAL

A. General

1. The CONTRACTOR shall be responsible for all surveys required to layout the Work and for the accuracy of all survey work for construction. The CONTRACTOR shall include the cost of all such survey work in their Bid. The CONTRACTOR shall have all construction surveying performed by a `Licensed Land Surveyor' or a `Civil Engineer' registered by the State of California to perform such work. The ENGINEER reserves the right to verify all survey work done by the CONTRACTOR.

2. The CONTRACTOR shall preserve the initial survey control points for the duration of their usefulness. Monumentation that is subject to disturbance or destruction shall be located and referenced prior to construction and relocated and referenced if necessary after construction, in accordance with the following requirements.

B. Construction Surveys

1. The CONTRACTOR shall provide all reference stakes and form checks necessary for construction and inspection of improvements. All construction staking shall be documented in cut sheets and provided to the ENGINEER. This staking may include but is not limited to: removals, joins, rough grade, slope, utilities, storm drains, sewers, curbs, walks, paving, wall and building stakes; and any other staking necessary for construction and inspection.

C. Reference Or Grade Stakes

1. A reference or grade stake shall be set for each grade change or angle point shown on the plan, standard plan, and shop drawing, in addition to the normal staking interval.

D. Form Checks

1. Forms shall be checked when durable points may be disturbed, removed, or are impractical to be used to verify the design location. The measured location shall be recorded in the survey field notes. All variations from the plan location shall be brought to the attention of the ENGINEER.

E. Staking Intervals And Offset Stake Lines

1. All staking intervals shall be in accordance as directed by the Engineer. Stake lines shall be set at an offset distance from the improvement to ensure proper grade, station, and alignment.

F. Utility Stakes

1. The CONTRACTOR shall provide stakes for all utilities, public or private, that require location or relocation, unless otherwise stated.

G. Additional Survey Work

1. The CONTRACTOR may be required to furnish additional survey work, such as profiles, restakes, Change Orders, etc., at the request of the ENGINEER or the INSPECTOR.

H. Accuracy

1. The CONTRACTOR shall use appropriate surveying methods to obtain the following standards: For fixed works (i.e. cast-in-place concrete; asphalt pavement, pipes and drains; and other items determined by the ENGINEER) the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.015 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.015 foot or less.

2. For excavation purposes, the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.1 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.1 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that semimajor axis of the 95% error ellipse is ±0.1 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.1 foot or less.

I. Survey/Inspector

1. The CONTRACTOR shall provide to the INSPECTOR those measurements and control points necessary to determine the location and conformance to the plan, line, and grade of the improvements necessary for inspection purposes.

J. Survey Notes

1. The CONTRACTOR shall supply and keep notes on CITY standard format note sheets. The ENGINEER may request copies of, and otherwise review, survey notes at any time during the construction phase of the Project. Upon completion of the Project, the original survey notes shall become the property of the CITY and shall be delivered to the ENGINEER

PART 2 – MONUMENT PRESERVATION GUIDELINES

A. New & Reconstruction Projects

1. Prior to Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record above or below the surface, within the road right-of-way. It is suggested that this search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument is required.

c. The survey crew shall properly reference all found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item c, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered and disturbed monuments shall be reset with the same or more durable type of monument as the original, in the surface of the construction. Key monuments shall be a minimum 1” inside diameter iron pipe of appropriate length.

b. A monument box or other protective structure is recommended to be placed around key monuments (section corners, quarter section corners).

c. The authorized surveyor shall properly completes a Corner Record or Record of Survey for all set monuments with a change in character, including tag number, and submit it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

B. Overlay Projects

1. Prior To Construction

   a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

   b. The survey crew shall diligently search for all survey monuments of record and on the surface of the road. It is suggested the search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument within 2" of the road surface is recommended.

   c. The survey crew shall properly reference found survey monuments, which may be disturbed or covered during construction, to stable surface points.

   d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item 3, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

   a. All covered or disturbed monuments and surface monuments are reset in the new road surface, or a new monument is set in the new road surface above the buried one.

   b. All existing monument boxes will be adjusted to grade or replaced, as appropriate.

   c. A monument box or other protective structure should be placed around key monuments (section corners, quarter section corners).

   d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for all set monuments and existing monuments with a change in character, including tag number and submits it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

C. Slurry Seal Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies furnished to for the survey crew.

b. All monument boxes shall be located and steps taken to ensure that the survey monuments inside are readily accessible upon completion of the project.

c. The survey crew shall diligently searches for survey monuments on the surface of the roadway, and identify said monuments recovered in the field to ensure that they will be protected. The survey crew shall inventory the monuments recovered in the field in a manner that allows for their recovery and inspection after construction.

2. After Construction and Prior to Notice of Completion

a. All monument boxes shall be inspected, and appropriate action taken when needed, to ensure that the survey monuments inside are readily accessible.

b. The survey crew shall review the inventory of found monuments by field inspection to ensure that all survey monuments are clean and exposed. Those monuments covered after construction is completed shall be uncovered.

D. Monument Tie Preservation

1. Prior To Construction

a. All existing survey monument ties within the scope of the project shall be researched and identified prior to construction. Surveyor may obtain existing tie sheets from the City as available.

b. If it is determined that all ties for a survey monument may be disturbed during construction, the Surveyor shall relocate the monument ties prior to construction, within improvements that will not be disturbed, and file the revised tie sheet with the City. A minimum of three tie points should reference each centerline monument, whenever possible

2. After Construction and Prior to Notice of Completion

a. If it is determined that the result of construction will not disturb all survey monument ties for a specific monument, the Surveyor shall replace all monument ties disturbed during construction per the following guidelines:

i. Monument ties shall be placed during the finishing process of the concrete improvements.
ii. Monument ties shall be set below the elevation of the adjacent top of curb to provide protection from any future cleaning, maintenance or work around the tie.
iii. A minimum of three tie points should reference each centerline monument, whenever possible.

b. Once the construction is complete, the Surveyor shall prepare a revised tie sheet, and file with the City for all monument ties disturbed during the construction.

END OF SECTION

SECTION 01732 POTHOLING

1.1 THE REQUIREMENT

A. The CONTRACTOR shall conduct exploratory excavations by potholing to verify or to discover the actual locations and the size of existing underground utilities and improvements. The CONTRACTOR shall take care not to damage existing facilities during potholing operations. Any utility or existing facility (including those located by Underground Service Alert - USA) within 3 feet of any trench or excavation shall be potholed prior to starting the contract work in the vicinity. Potholing shall be done in each given area where excavation work is to occur at least fourteen (14) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

B. Potholing shall consist of excavations at the locations of utilities or other underground facilities indicated on the Drawings, located by USA, or as directed by the ENGINEER. All costs of potholing operations for the utilities indicated on the Drawings shall be included in the CONTRACTOR'S Bid.

C. If an allowance for "Additional Potholing" has been established and included in the SCHEDULE OF WORK AND PRICES, this allowance shall only be used to reimburse the CONTRACTOR for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER. If the total cost of the Work directed under the Additional Potholing allowance differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual costs and the amount included in the Bid, as an additional amount due to the CONTRACTOR or a credit to the CITY, as appropriate.

D. In addition to the potholes indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do further potholing deemed necessary at no additional cost to the CITY.

E. Potholing operations shall conform to all applicable requirements as to sidewall slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

F. Potholes shall be identified and protected in accordance with the Engineer's instructions, the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Standards.

G. The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall

be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the specifications.

H. A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area. Payment for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER will not be made unless these potholes are listed on the verified log.

I. The CONTRACTOR shall record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

J. Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

APPENDIX

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APPENDIX A
CHECKLIST OF LABOR LAW REQUIREMENTS

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CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT JOB CONFERENCE MEETINGS

Name (print) _____ Date _____

Company _____ Project _____

The Federal and State labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

4. Certified Payroll Reports

Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776. Each contractor and subcontractor shall submit its weekly certified payroll reports to the LCR from the agency no less than weekly or within ten days of request. In the event that there has been no work performed during a given week, the certified payroll report shall be annotated: "No work" for that week. Under Labor Code Section 1776(h) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request. **For projects bidding after April 1, all contractors will need to upload their certified payroll to the Department of Labor Standards Enforcement website. Effective Jan. 1, 2016, ALL projects will require contractors to upload all certified payroll. This requirement is in addition to the request for payrolls by the City of Redlands;

5. Nondiscrimination in Employment

There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

6. Kickbacks Prohibited

Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code 4100 et seq.

9. Properly Licensed and Registered

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq. Contractors and subcontractors are also required to be registered with the Division of Labor Standards Enforcement to work on public works projects in California. Requirements for registration and penalties for not being registered are found in Labor Code 1773.3.

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

11. Workers Compensation Insurance

Labor Code 1861 requires contractors and subcontractors be insured properly for workers compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

13. Undocumented Workers

Contractors and subcontractors are prohibited by the Federal government against hiring undocumented workers, and must secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Contractors and subcontractors must provide itemized wage statements to employees per Labor Code 226.

In accordance with Federal and State laws and with the awarding agency contract documents, the undersigned prime contractor wishes to assure the City of Redlands that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

Contractor	**City of Redlands**
_____	_____
Name Printed	Name Printed
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

IMPORTANT NOTICE

New Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $300 but may increase each year. This fee shall be paid during the initial registration and each annual renewal.

DO I qualify for registration?
Contractors will need to meet minimum qualification standards to be registered. These include:

- Be properly licensed with the Contractors State License Board for your trade.
- Provide evidence of workers compensation insurance (if applicable).
- Be in good standing (Have no outstanding liabilities for wages, damages, penalties due to an employee or the State, may not be under State or Federal debarment).

WHAT happens if I don't register?
Unregistered contractors working on or bidding for public works projects will be subject to an immediate $2,000 fine and the $300 registration fee to continue working on the project. Unregistered contractors may be removed from the project by the Awarding Agency. Contractors found working on public works projects without being registered also risk not being approved for registration by DLSE.

ELECTRONIC CERTIFIED PAYROLL REPORTING REQUIREMENTS

Prevailing wage law has been changed to require contractors to submit certified payrolls electronically to the DLSE.

WHO is required to submit certified payrolls?
All contractors, subcontractors and sole owner/operators will be required to submit certified payrolls electronically to the DLSE.

WHEN do I need to submit certified payrolls electronically?
If your project is awarded after April 1, 2015, electronic payroll submission is required immediately. Otherwise, electronic payroll submission will be required for all projects awarded on or after January 1, 2016.

WHERE do I submit my certified payrolls?
For now, certified payrolls can be submitted by contractors to the DLSE at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin This website address will change when the DLSE implements their online electronic database system which still has not been developed. Alliant will notify contractors when this system is available.

DO I still need to submit hard copy certified payrolls?
The City of Redlands will still require hard copy submission of certified payroll reports per your contract. The requirement to submit certified payrolls electronically to the DLSE does not replace the requirement for contractors to submit payrolls to the City of Redlands.

Contact the City of Redlands regarding any questions you may have regarding the new requirements for contractor registration or online submission of certified payroll: (909) 798-7698.

PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS-140)

This is not a request for dispatch of apprentices.

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: **http://www.dir.ca.gov/das/PublicWorksForms.htm** for information about programs in your area and trade. The information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTORS STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME AND ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT WAS EXECUTED
	DATE OF EXPECTED/ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME AND ADDRESS OF APPRENTICESHIP PROGRAM(S)	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE/ACTUAL DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of the Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their standards. (Enter name of Committee)

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. (Enter name of Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

_____
Signature Date

_____
Typed Name

_____
Title

DAS-140 FORM - PUBLIC WORKS CONTRACT AWARD INFORMATION

(Title 8, California Code of Regulations, Section 230)
(California Labor Code, Section 1777.5 (e))

SUBMIT CONTRACT AWARD INFORMATION

Prior to commencing work on a contract for Public Works **every** Contractor shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices. Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to **all** of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project. This contract award information shall be in writing on a DAS Form 140, Public Works Contract Award Information or a letter which includes the following information:

(1) Contractor's name, address, telephone number and state license number;
(2) The full name and address of the public work awarding agency;
(3) The exact location of the public work site;
(4) Date of the contract award;
(5) Expected start date of the work;
(6) Estimated journeyman hours;
(7) Occupation of Apprentice;
(8) Approximate number of apprentices to be employed; and
(9) Approximate dates apprentices will be employed.

This information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.
Failure to provide contract award information, which is known by the awarded contractor, shall be deemed to be a continuing violation for the duration of the contract, ending when a Notice of Completion is filed by the Awarding Body, for the purpose of determining the accrual of penalties under Labor Code Section 1777.7.

THE TOP SECTION OF THE FORM COMPLETELY FILLED OUT will provide the information required pursuant to California Labor Code Section 1777.5 and California Code of Regulations Section 230.1.

LOWER SECTION OF THE FORM Check an appropriate box (#1, 2 or 3) for your status.

In addition to the "ORIGINAL(S)" mailed to all applicable Apprenticeship Committees, a copy of this information shall also be submitted to the City of Redlands.

NOTE: The filing of a DAS 140 is not a request for the dispatch of registered apprentices

CONTRACTOR FRINGE BENEFIT STATEMENT

Project Name:	Project Location:	Today's Date:
Contractor / Subcontractor Name:	Business Address:	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. Please Include Apprentice Rates.

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Print Name and Title	Signature and Date (Wet Signature Required)

California
Department of
Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR:
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:
WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:
PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	(9) CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

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

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APPENDIX C

STANDARD DRAWING

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

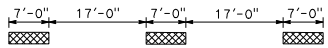
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

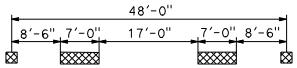
TO ACCOMPANY PLANS DATED _____

CENTERLINES
(2 LANE HIGHWAYS)

DETAIL 1



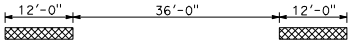
DETAIL 2



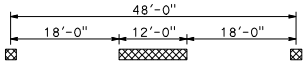
~~DETAIL 3~~ DETAIL 3 DELETED

~~DETAIL 4~~ DETAIL 4 DELETED

DETAIL 5



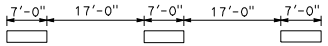
DETAIL 6



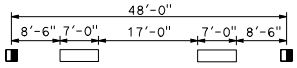
~~DETAIL 7~~ DETAIL 7 DELETED

LANELINES
(MULTILANE HIGHWAYS)

DETAIL 8

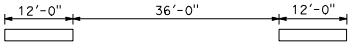


DETAIL 9



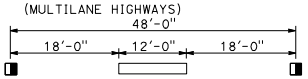
~~DETAIL 10~~ DETAIL 10 DELETED

DETAIL 11



LANELINES (Cont)
(MULTILANE HIGHWAYS)

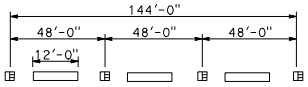
DETAIL 12



~~DETAIL 13~~ DETAIL 13 DELETED

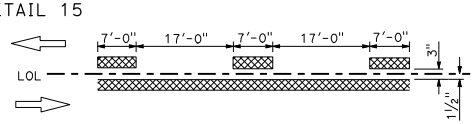
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DETAIL 14A

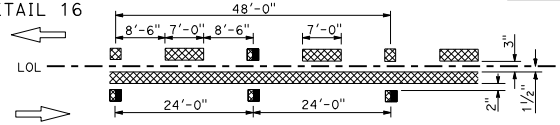


NO PASSING ZONES-ONE DIRECTION

DETAIL 15

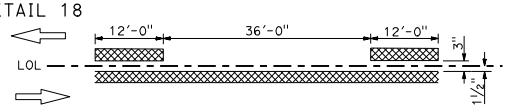


DETAIL 16

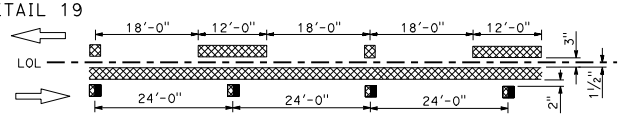


~~DETAIL 17~~ DETAIL 17 DELETED

DETAIL 18



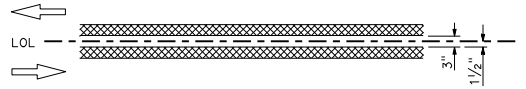
DETAIL 19



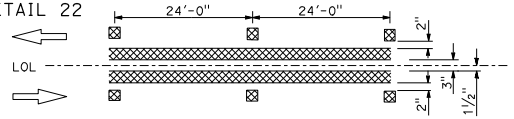
~~DETAIL 20~~ DETAIL 20 DELETED

NO PASSING ZONES-TWO DIRECTION

DETAIL 21



DETAIL 22



~~DETAIL 23~~ DETAIL 23 DELETED

LEGEND

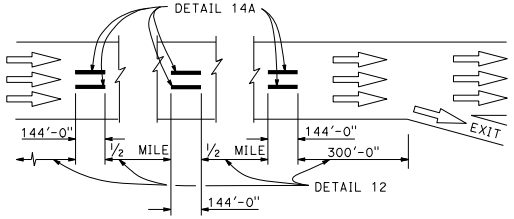
MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

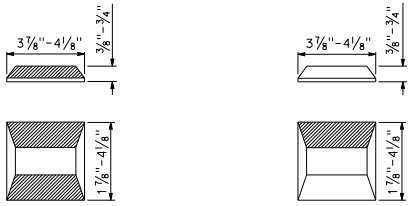
LINES

- 6" WHITE
- 6" YELLOW

TYPICAL LANE LINE DELINEATION IN ADVANCE OF EXIT RAMP



MARKER DETAILS



TYPE C AND TYPE D TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A20A DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20A
DATED OCTOBER 30, 2015 - PAGE 12 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20A

5-19-17

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — Atifa Ferouz — No. C80402 — Exp. 3-31-19 CIVIL — STATE OF CALIFORNIA

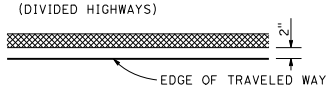
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TO ACCOMPANY PLANS DATED _____

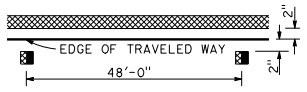
LEFT EDGELINES

(DIVIDED HIGHWAYS)

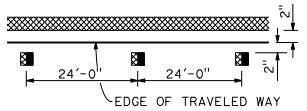
DETAIL 24



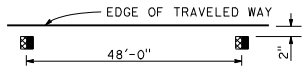
DETAIL 25



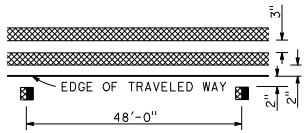
DETAIL 25A



DETAIL 26

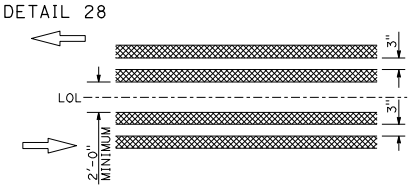


DETAIL 27

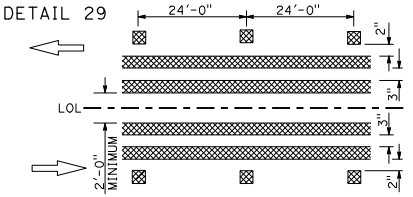


MEDIAN ISLANDS

DETAIL 28



DETAIL 29

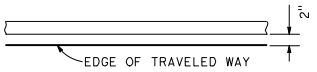


~~DETAIL 30~~ DETAIL 30 DELETED

RIGHT EDGELINES

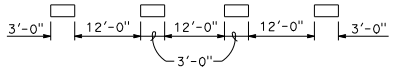
~~DETAIL 27A~~ DETAIL 27A DELETED

DETAIL 27B



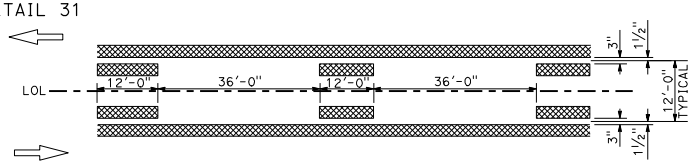
RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS

DETAIL 27C

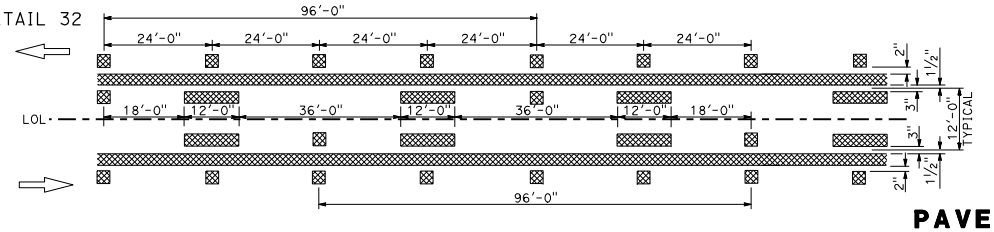


TWO-WAY LEFT TURN LANES

DETAIL 31



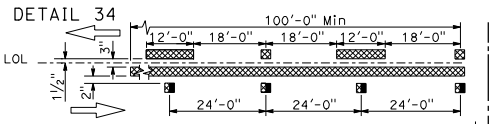
DETAIL 32



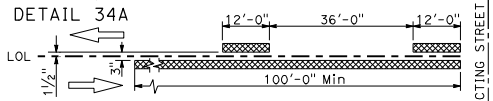
~~DETAIL 33~~ DETAIL 33 DELETED

INTERSECTION TREATMENTS

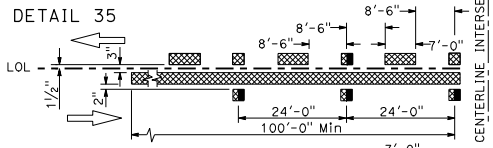
DETAIL 34



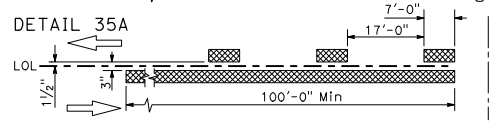
DETAIL 34A



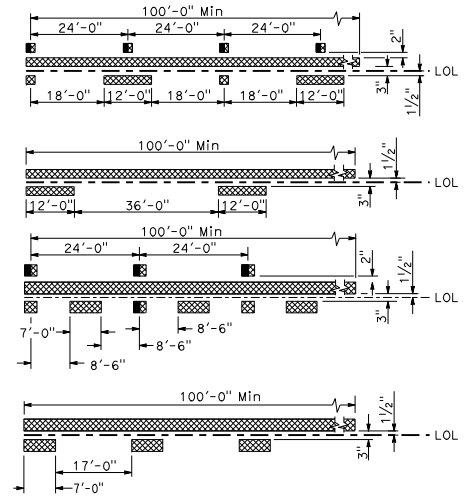
DETAIL 35



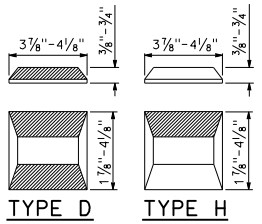
DETAIL 35A



CENTERLINE INTERSECTING STREET



MARKER DETAILS



LEGEND

MARKERS

- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

- 6" WHITE
- 6" YELLOW

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A20B DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20B
DATED OCTOBER 30, 2015 - PAGE 13 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20B

5-19-17

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

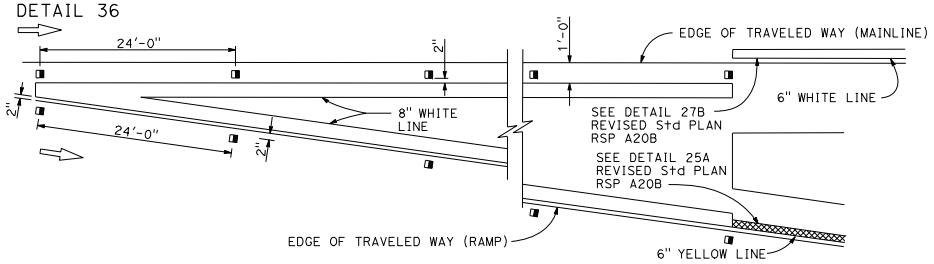
REGISTERED PROFESSIONAL ENGINEER — Atifa Ferouz — No. C80402 — Exp. 3-31-19 — CIVIL — STATE OF CALIFORNIA

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TO ACCOMPANY PLANS DATED _____

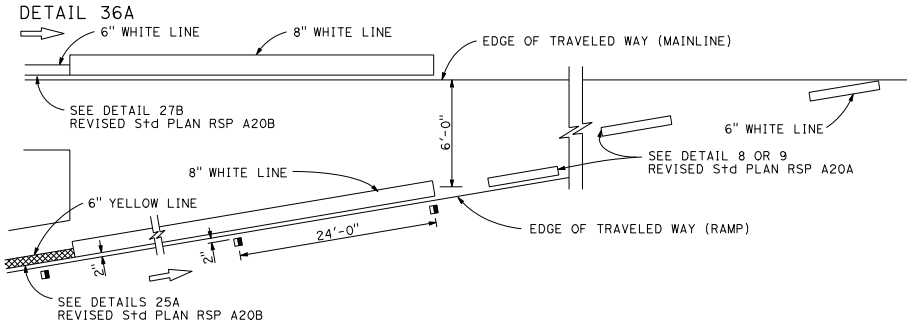
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT

DETAIL 36



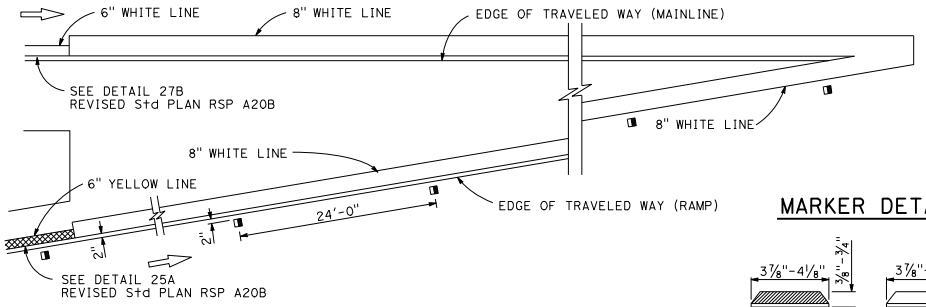
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT

DETAIL 36A



ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT

DETAIL 36B

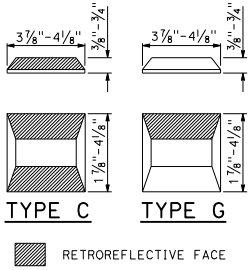


LEGEND:

MARKERS

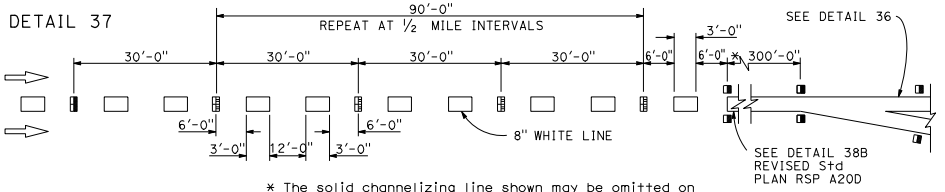
- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE

MARKER DETAILS



LANE DROP AT EXIT RAMPS

DETAIL 37

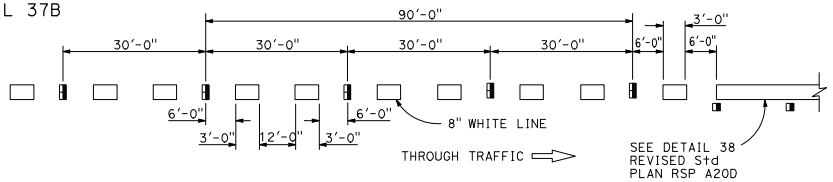


* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

~~DETAIL 37A~~ DETAIL 37A DELETED

LANE DROP AT INTERSECTIONS

DETAIL 37B



~~DETAIL 37C~~ DETAIL 37C DELETED

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A20C DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20C
DATED OCTOBER 30, 2015 - PAGE 14 OF THE STANDARD PLANS BOOK DATED 2015.

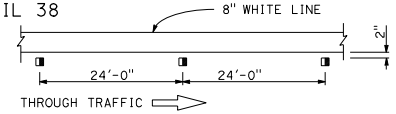
REVISED STANDARD PLAN RSP A20C

3-21-17

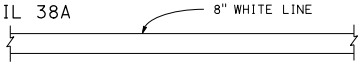
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CHANNELIZING LINE

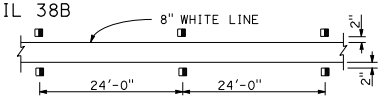
DETAIL 38



DETAIL 38A



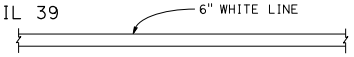
DETAIL 38B



~~DETAIL 38C~~ DETAIL 38C DELETED

BIKE LANE LINE

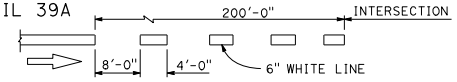
DETAIL 39



INTERSECTION LINE

BIKE LANE

DETAIL 39A



LANE LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 40



~~DETAIL 40A~~ DETAIL 40A DELETED

CENTER LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 41



~~DETAIL 41A~~ DETAIL 41A DELETED

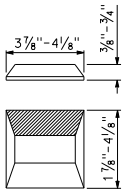
LEGEND

MARKERS

TYPE G ONE-WAY CLEAR RETROREFLECTIVE

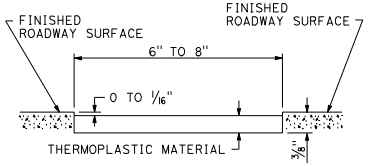
6" YELLOW LINE

MARKER DETAILS



TYPE G

RETROREFLECTIVE FACE



DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE

See Notes A and B.

RECESSED THERMOPLASTIC NOTES

A. See typical traffic line details for pavement marking patterns.

B. The top of the thermoplastic installed in recessed pavement shall be 0 to 1/16" below the pavement surface.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

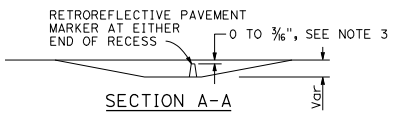
Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

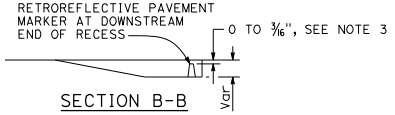
REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

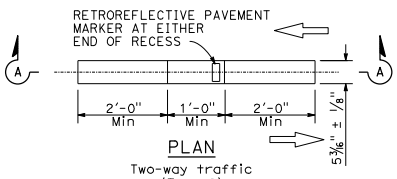
TO ACCOMPANY PLANS DATED _____



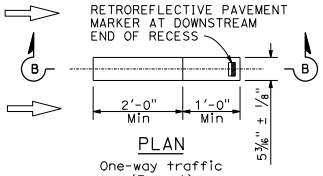
SECTION A-A



SECTION B-B

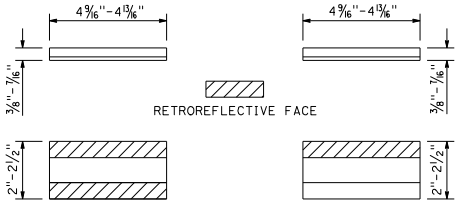


PLAN
Two-way traffic
(Type 2)



PLAN
One-way traffic
(Type 1)

RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER



TYPE C AND TYPE D TYPE G AND TYPE H

See Notes 1 and 2.

RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

RECESSED MARKER NOTES:

1. See typical traffic line details for marker patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement markers installed in recesses shall be 0 to 3/16" below the pavement surface.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

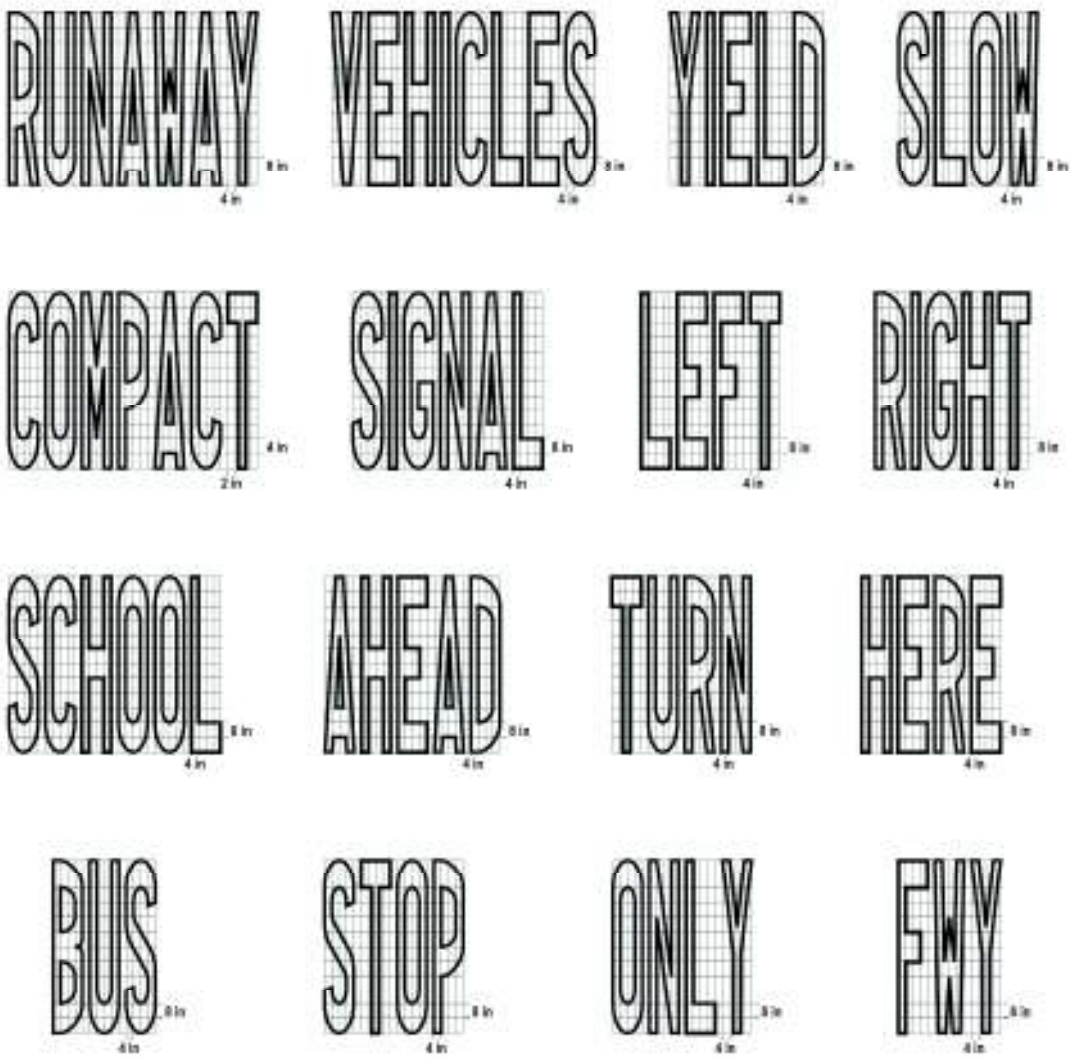
NO SCALE

RSP A20D DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20D
DATED OCTOBER 30, 2015 - PAGE 15 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20D

3-13-17

Figure 3B-23 (CA). Examples of Elongated Letters for Word Pavement Markings (Sheet 1 of 2)

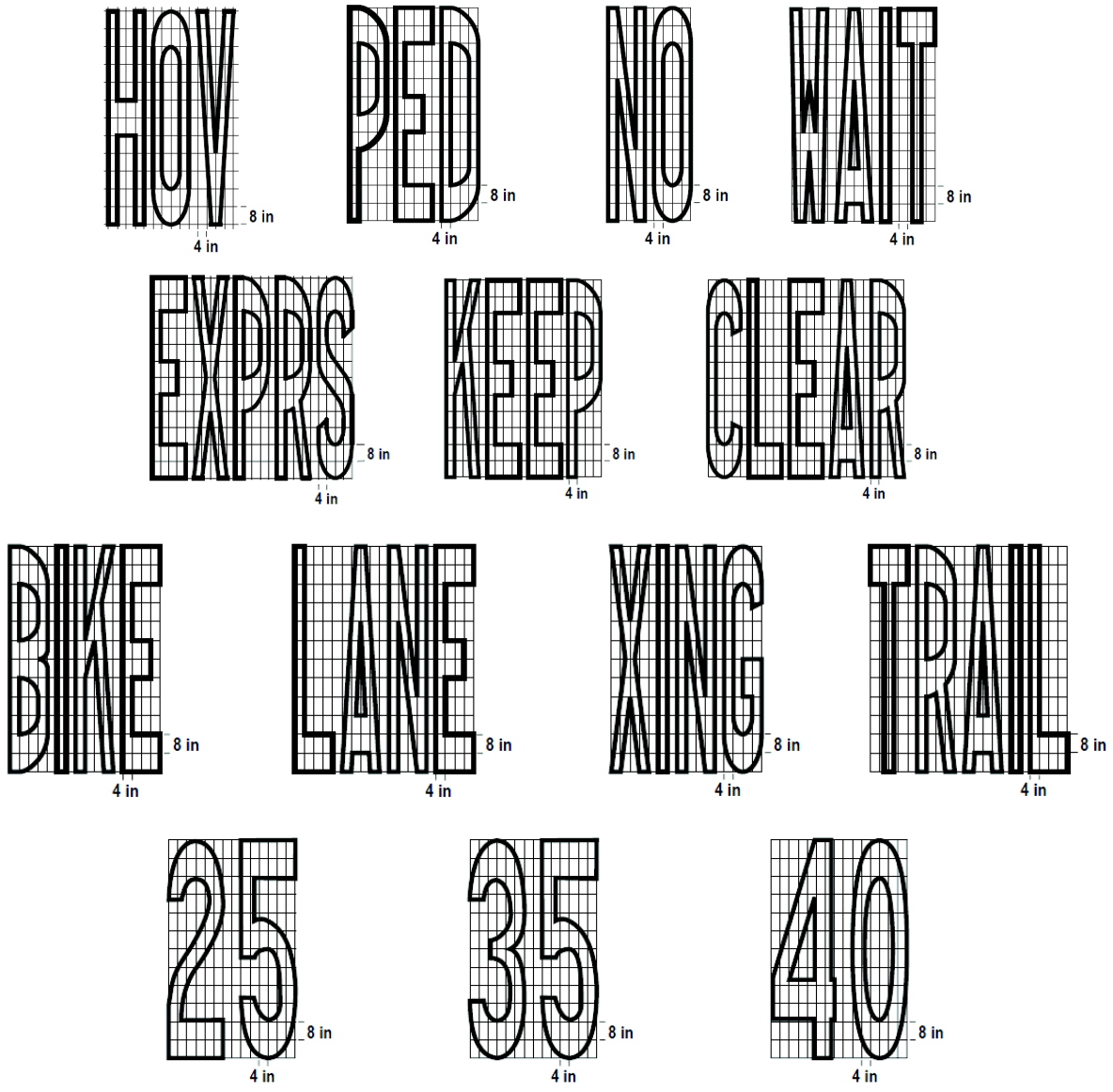


NOT TO SCALE

NOTES:

1. **All letters and numerals should be in conformance with the standard alphabets for highway signs and pavement markings approved by Department of Transportation.**
2. **The design details for various words are also shown in Department of Transportation's Standard Plans.**

Figure 3B-23 (CA). Examples of Elongated Letters for Word Pavement Markings (Sheet 2 of 2)

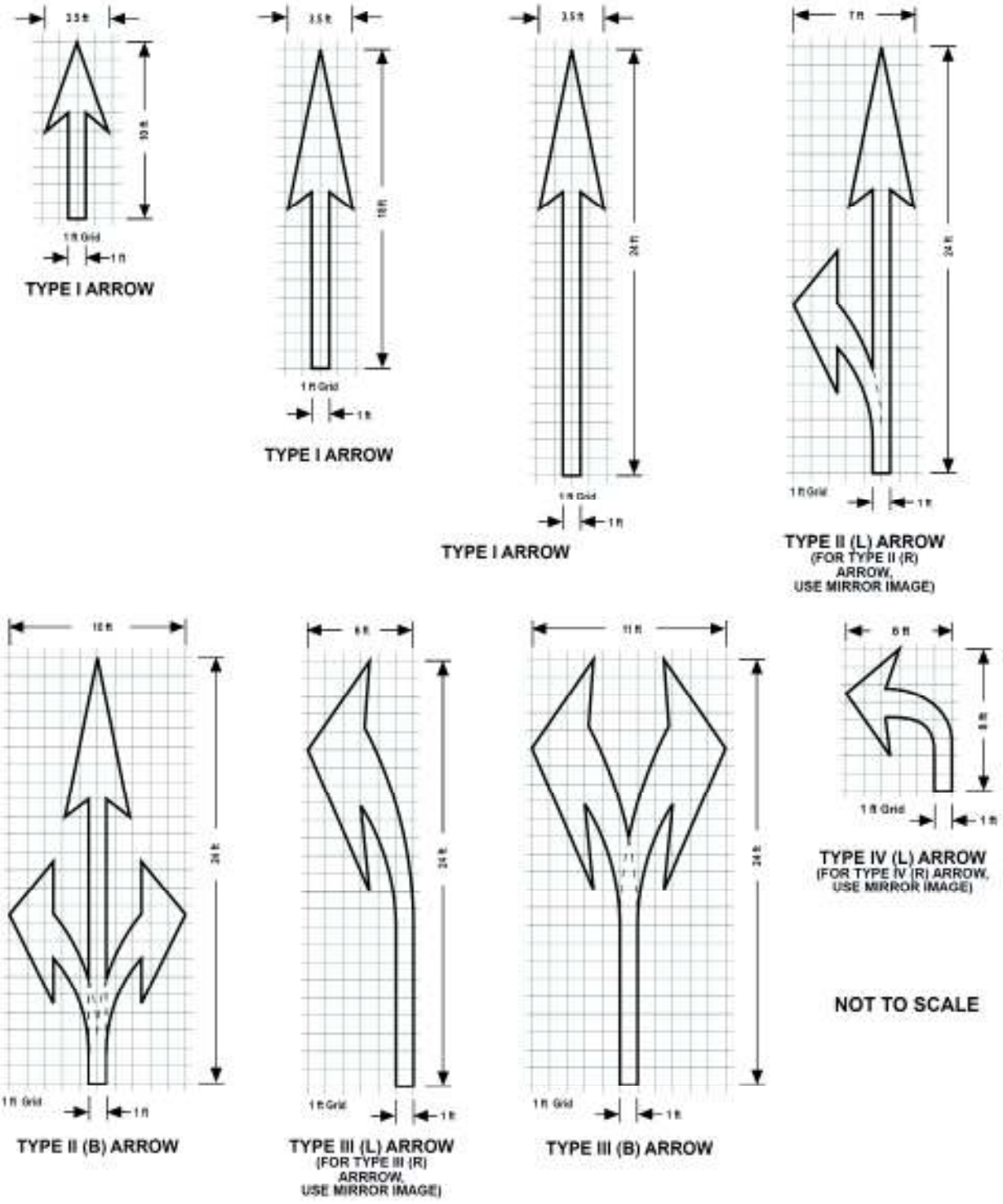


NOT TO SCALE

NOTES:

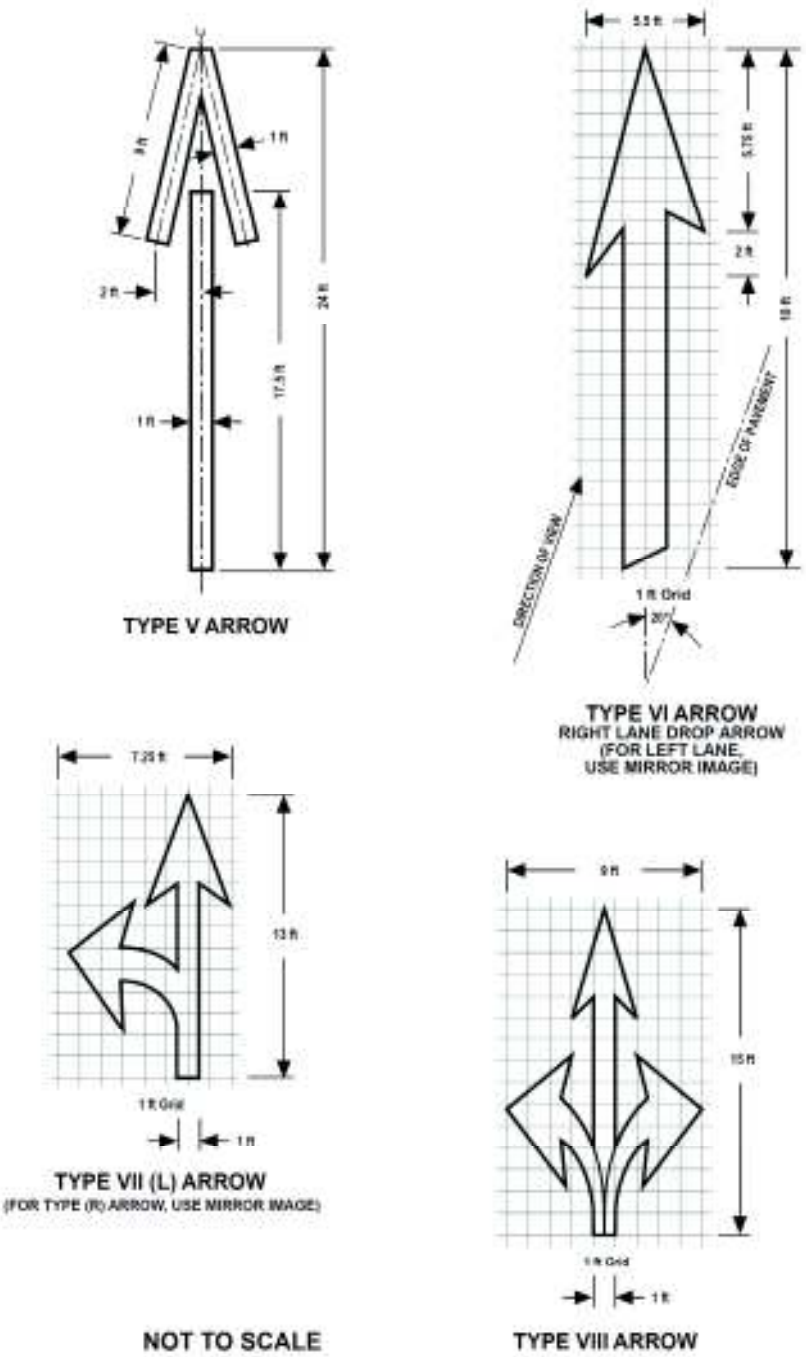
1. All letters and numerals should be in conformance with the standard alphabets for highway signs and pavement markings approved by Department of Transportation.
2. The design details for various words are also shown in Department of Transportation's Standard Plans.

Figure 3B-24 (CA). Examples of Standard Arrows for Pavement Markings (Sheet 1 of 8)



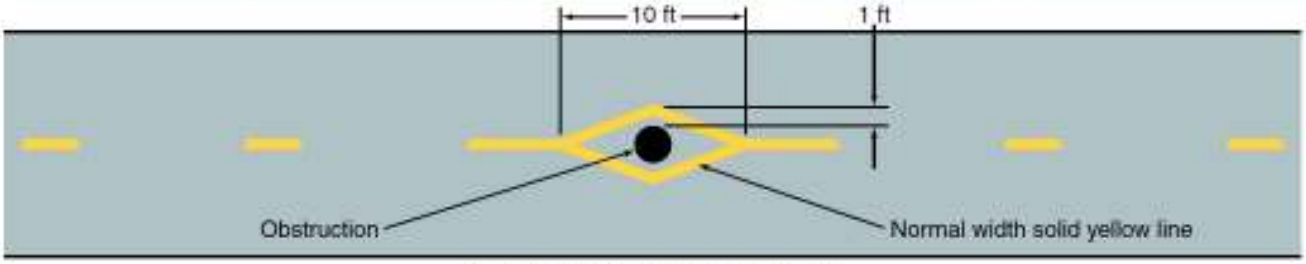
NOTE: The design details for various arrows are also shown in Department of Transportation's Standard Plans.

Figure 3B-24 (CA). Examples of Standard Arrows for Pavement Markings (Sheet 2 of 8)

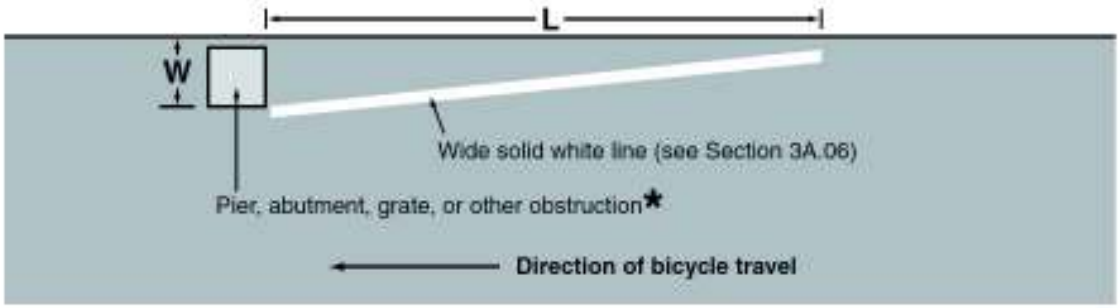


NOTE: The design details for various arrows are also shown in Department of Transportation's Standard Plans.

Figure 9C-8. Examples of Obstruction Pavement Markings



A - Obstruction within the path

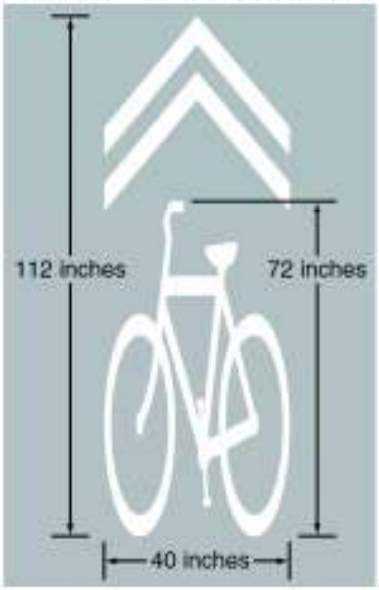


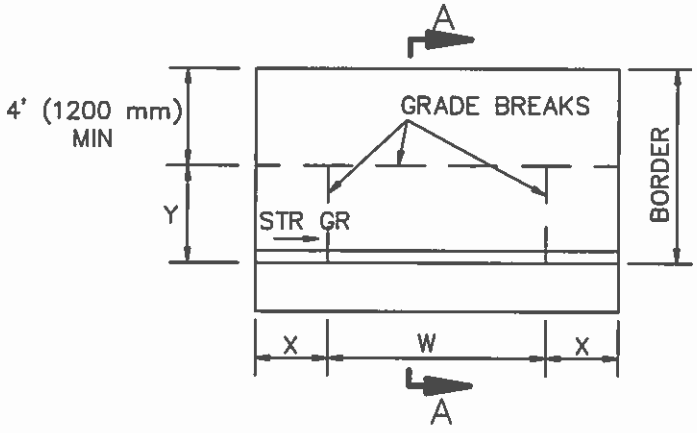
B - Obstruction at edge of path or roadway

L = WS, where W is the offset in feet and S is bicycle approach speed in mph

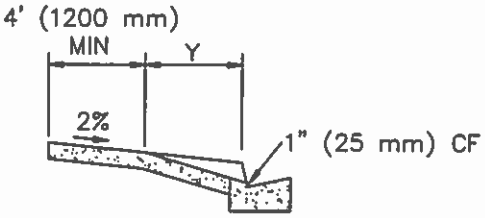
★ Provide an additional foot of offset for a raised obstruction and use the formula L = (W+1) S for the taper length

Figure 9C-9. Shared Lane Marking



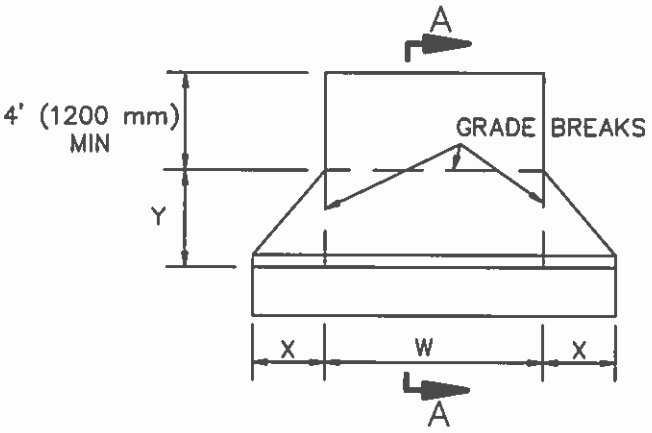


TYPE A

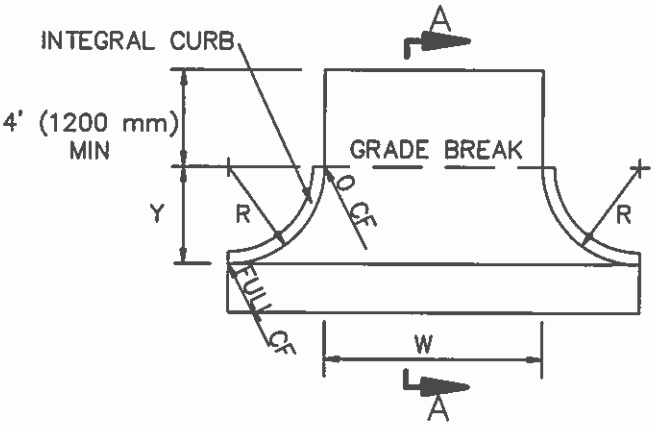


SECTION A–A

CURB FACE, inches (mm)	X, inches (mm)	Y, inches (mm)
6" (150) or less	3'–0" (900)	4'–0" (1200)
7" (175)	3'–6" (1050)	4'–9" (1425)
8" (200)	4'–0" (1200)	5'–8" (1700)
9" (225)	4'–6" (1350)	6'–6" (1950)
10" (250)	5'–0" (1500)	7'–3" (2175)
11" (275)	5'–6" (1650)	8'–0" (2400)
12" (300) or more	6'–0" (1800)	8'–9" (2625)



TYPE B



TYPE C

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 4" (100 mm) THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 6" (150 mm) THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT 10' (3.0 m) INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.
6. 560-3250-C CONCRETE TO BE USED.
7. 6-INCH THICK CLASS 2 AGGREGATE BASE SHALL BE PLACED AND COMPACTED TO 95% UNDER 6" THICK DRIVEWAY APPROACHES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

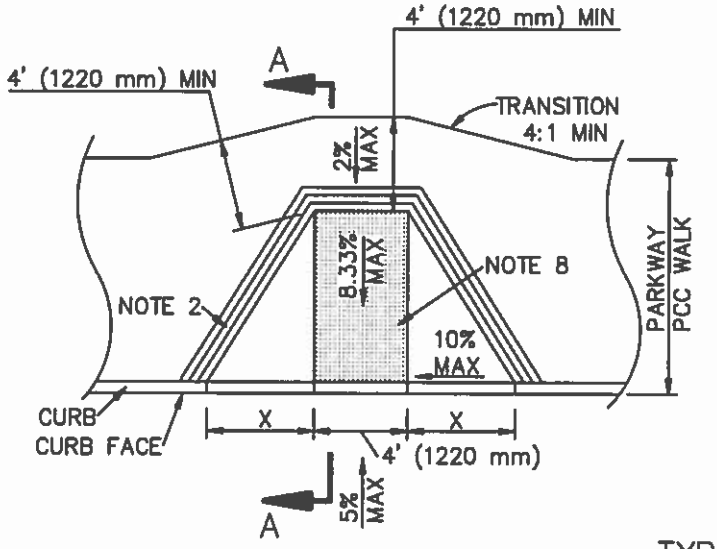
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1954 REV. 1996, 2009

DRIVEWAY APPROACHES

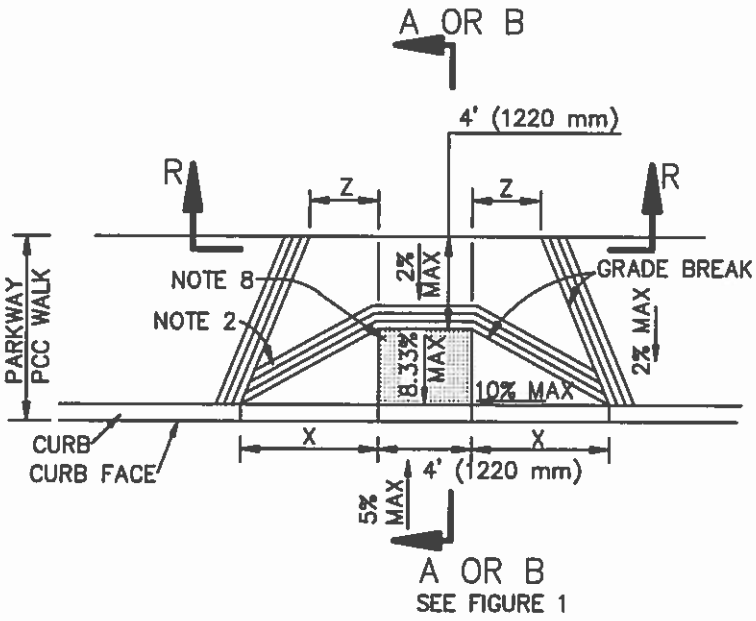
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 110–2

SHEET 1 OF 1



TYPE 1

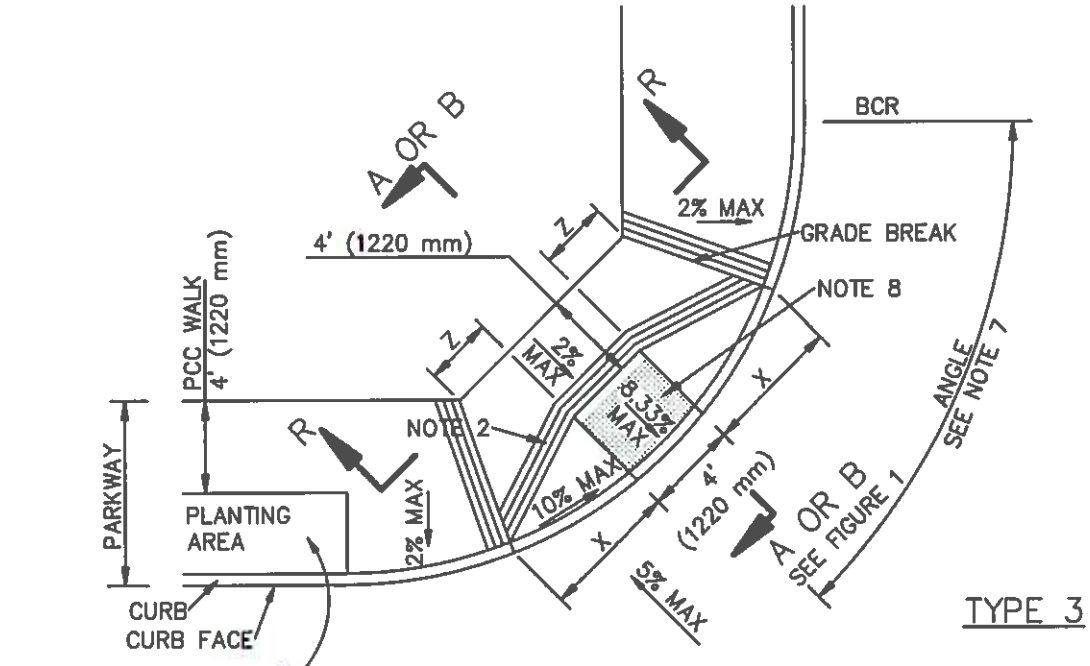


TYPE 2

CASE A

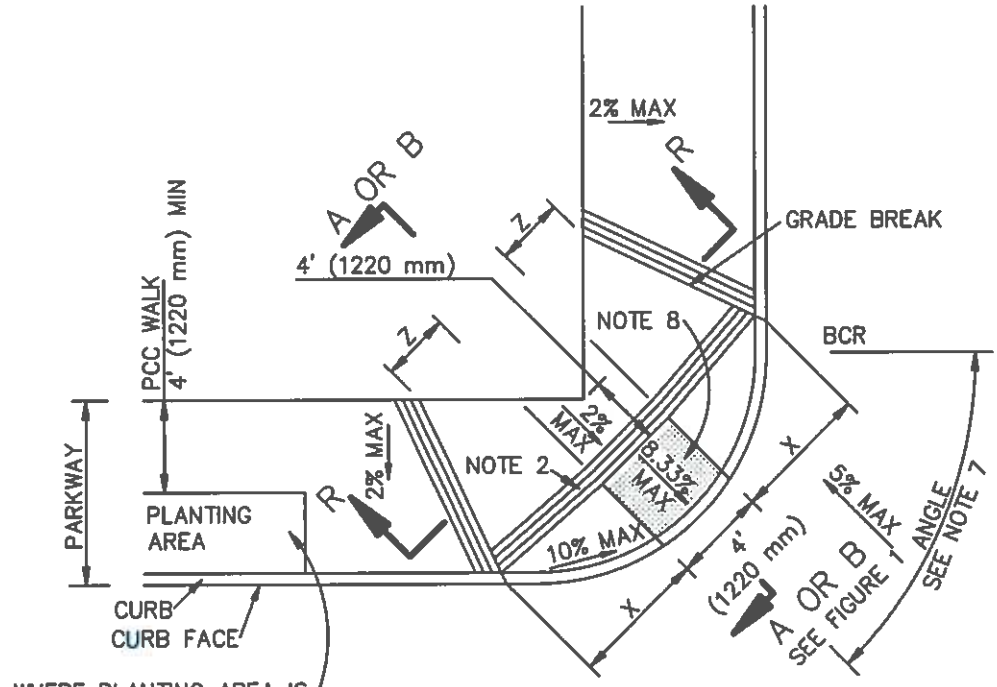
PARTS OF THIS STANDARD PLAN SHOW INSTALLATION FOR TYPICAL RETROFIT CONDITIONS, AND ARE NOT FULLY COMPLIANT WITH CALIFORNIA BUILDING CODE REQUIREMENTS FOR NEW DEVELOPMENT.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1992 REV. 1998, 2000, 2005, 2009, 2013	**CURB RAMP**	STANDARD PLAN **111-5**
	USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	SHEET 1 OF 10



TYPE 3

WHERE PLANTING AREA IS ADJACENT TO THE CURB RAMP, USE CASE A, TYPE 6

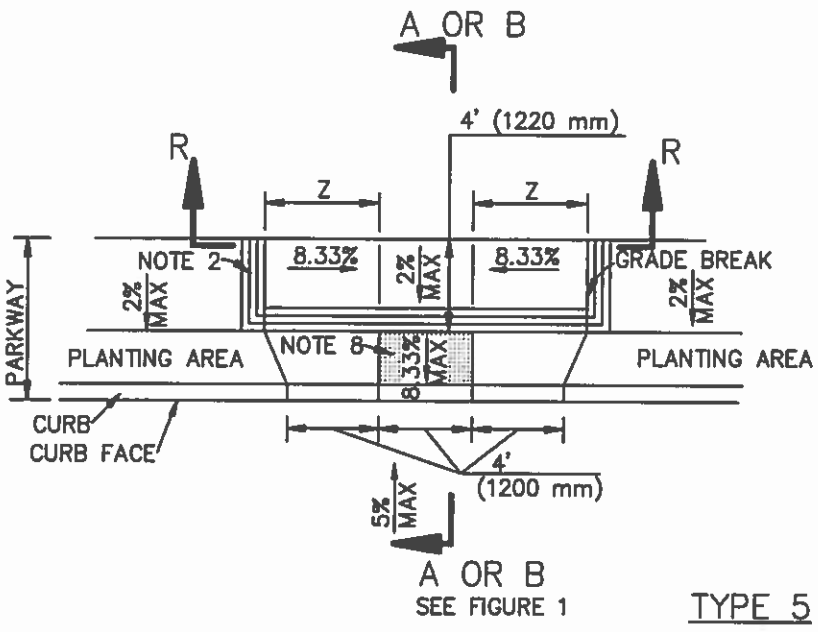


TYPE 4

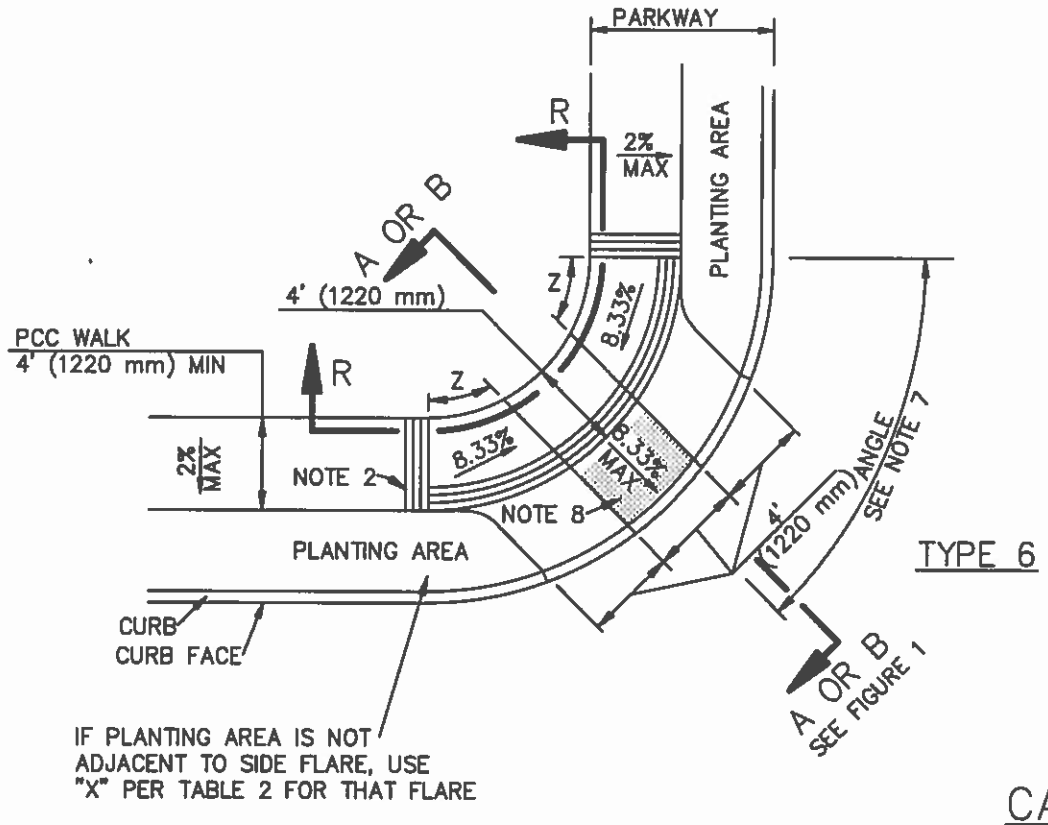
WHERE PLANTING AREA IS ADJACENT TO THE CURB RAMP, USE CASE A, TYPE 6

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111–5
CURB RAMP	SHEET 2 OF 10



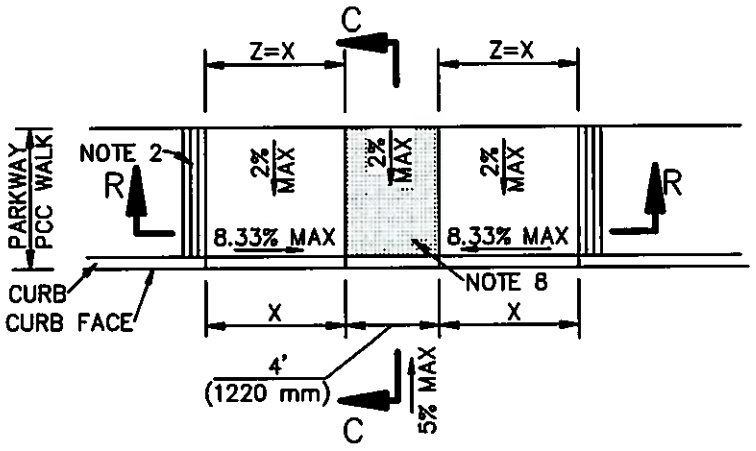
TYPE 5



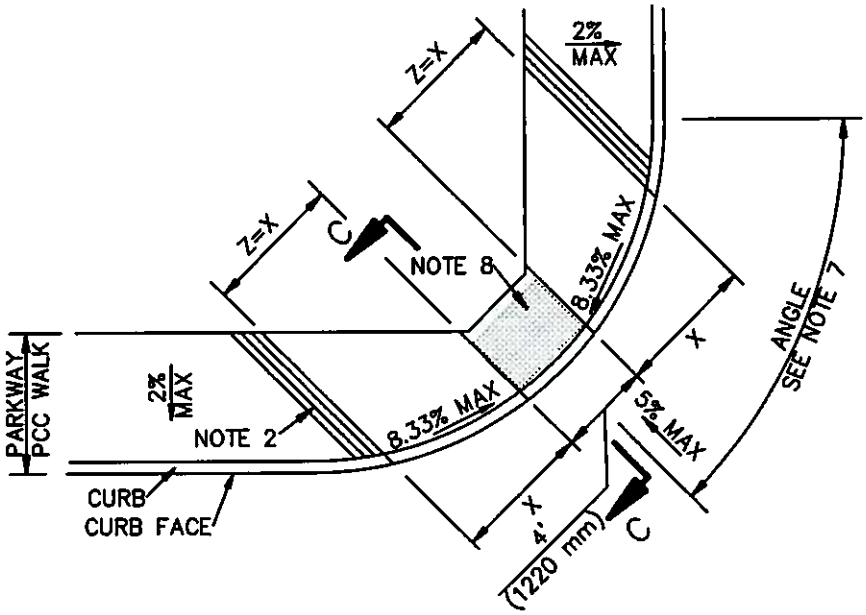
TYPE 6

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 3 OF 10



TYPE 1

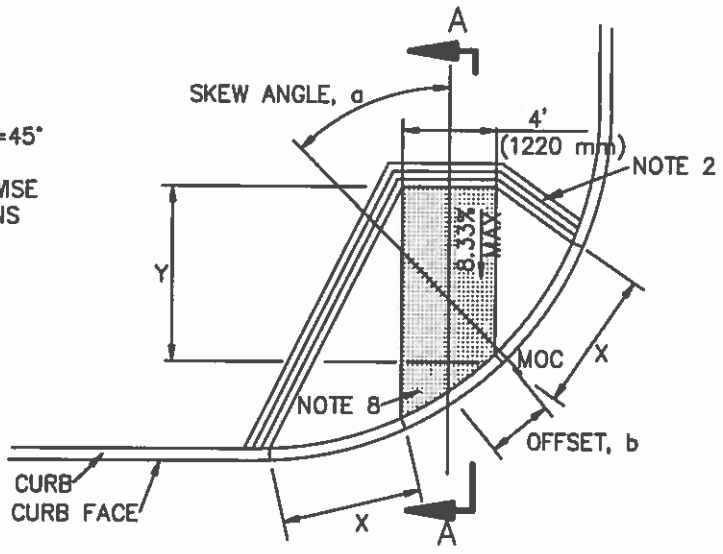


TYPE 2

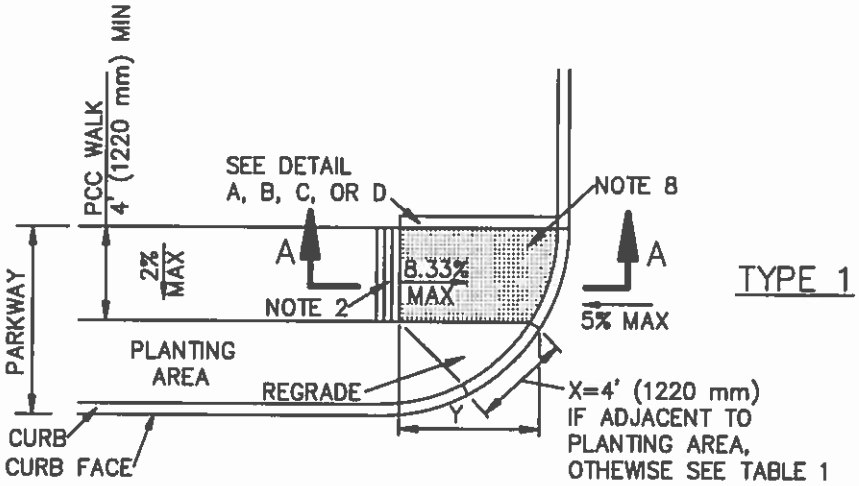
CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111–5 SHEET 4 OF 10
CURB RAMP	

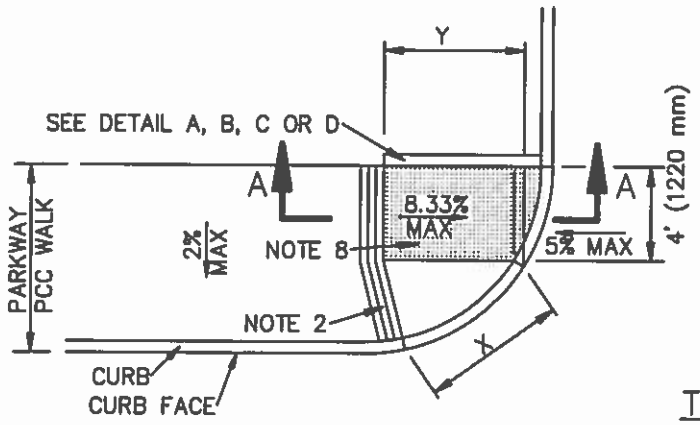
SKEW ANGLE a=45°
OFFSET b=0
UNLESS OTHERWISE
NOTED ON PLANS



CASE C



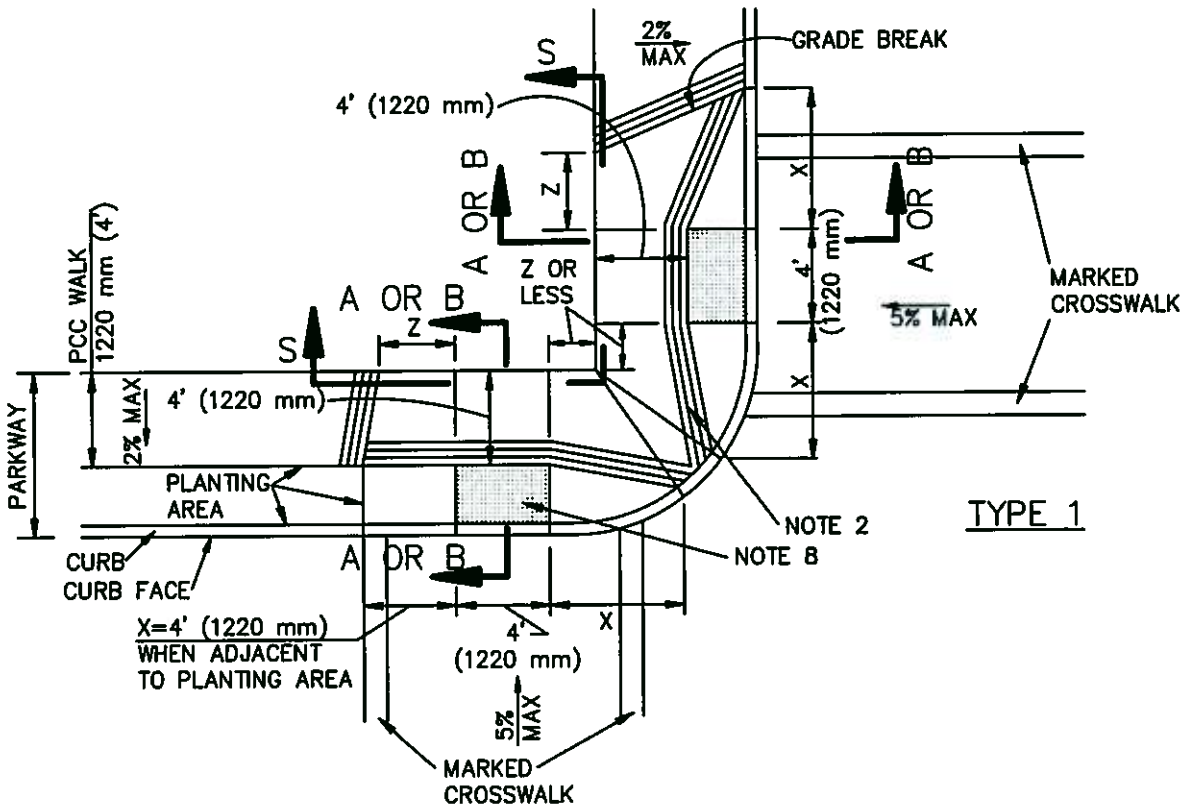
TYPE 1

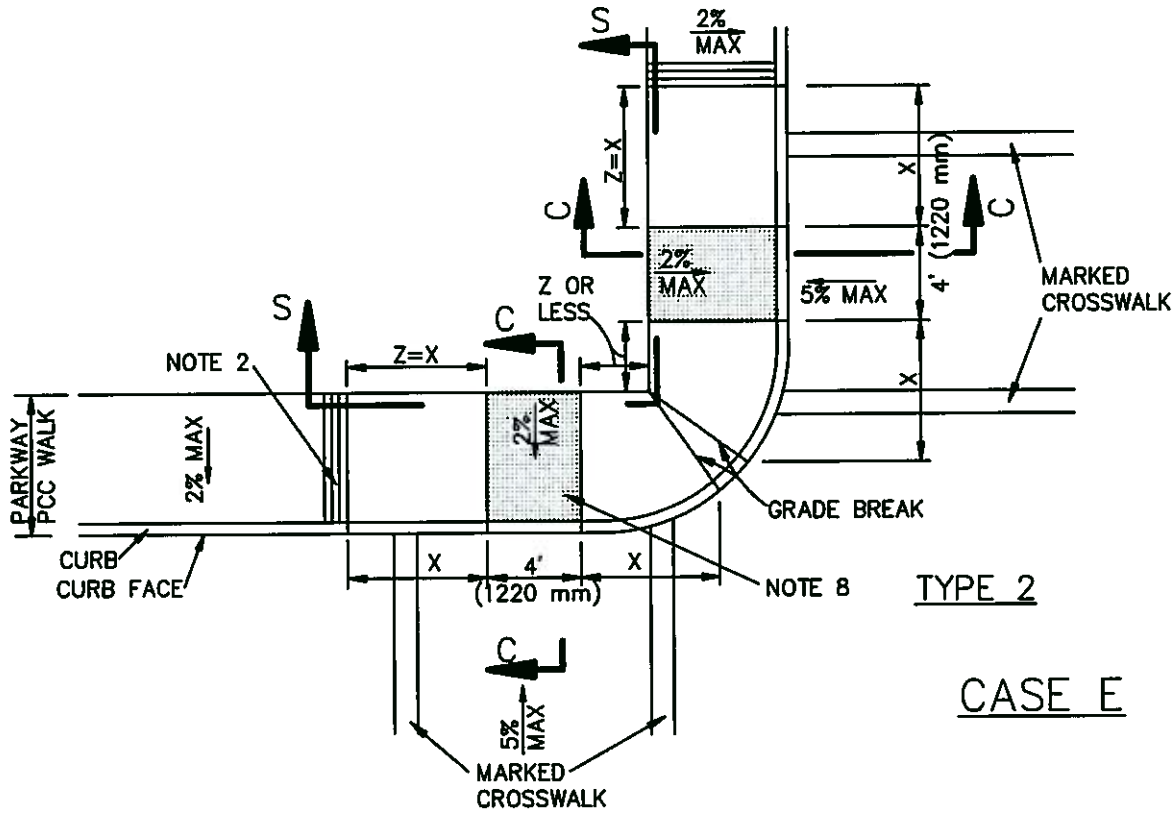


TYPE 2

CASE D

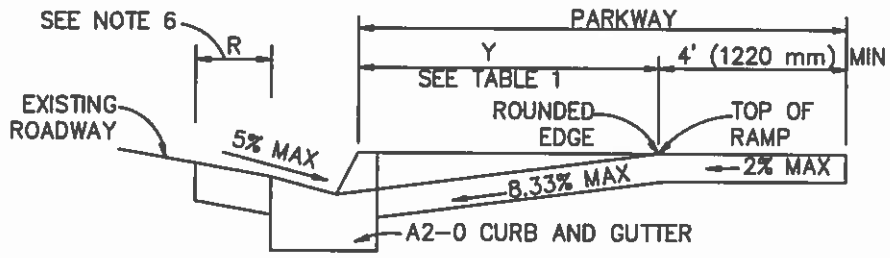
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 5 OF 10





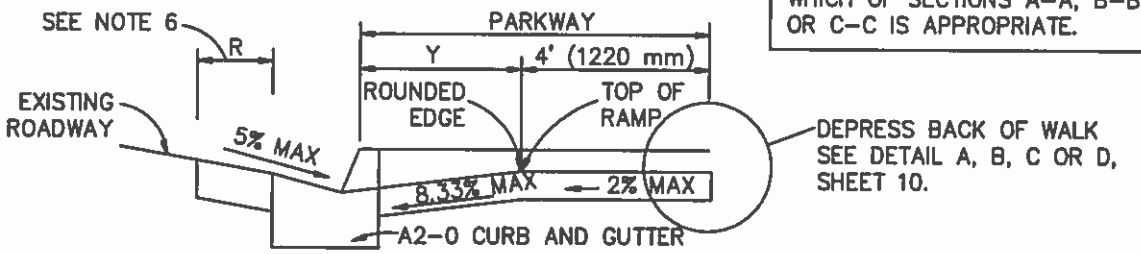
CASE E

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111-5
CURB RAMP	SHEET 6 OF 10

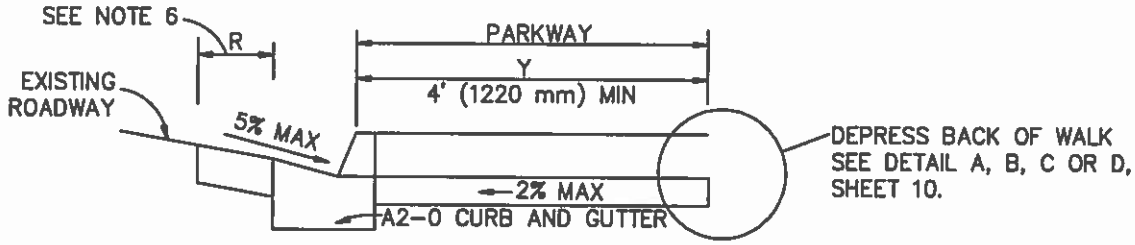


SECTION A–A

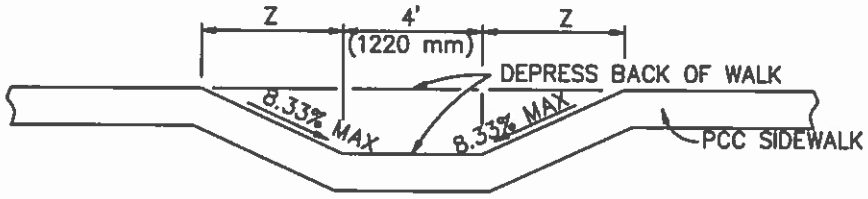
USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A–A, B–B OR C–C IS APPROPRIATE.



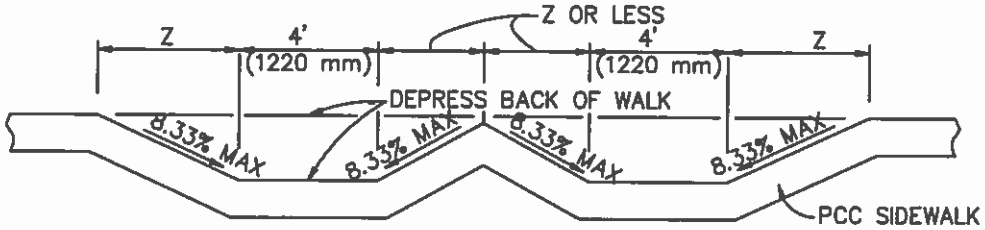
SECTION B–B



SECTION C–C



SECTION R–R



SECTION S–S

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 7 OF 10

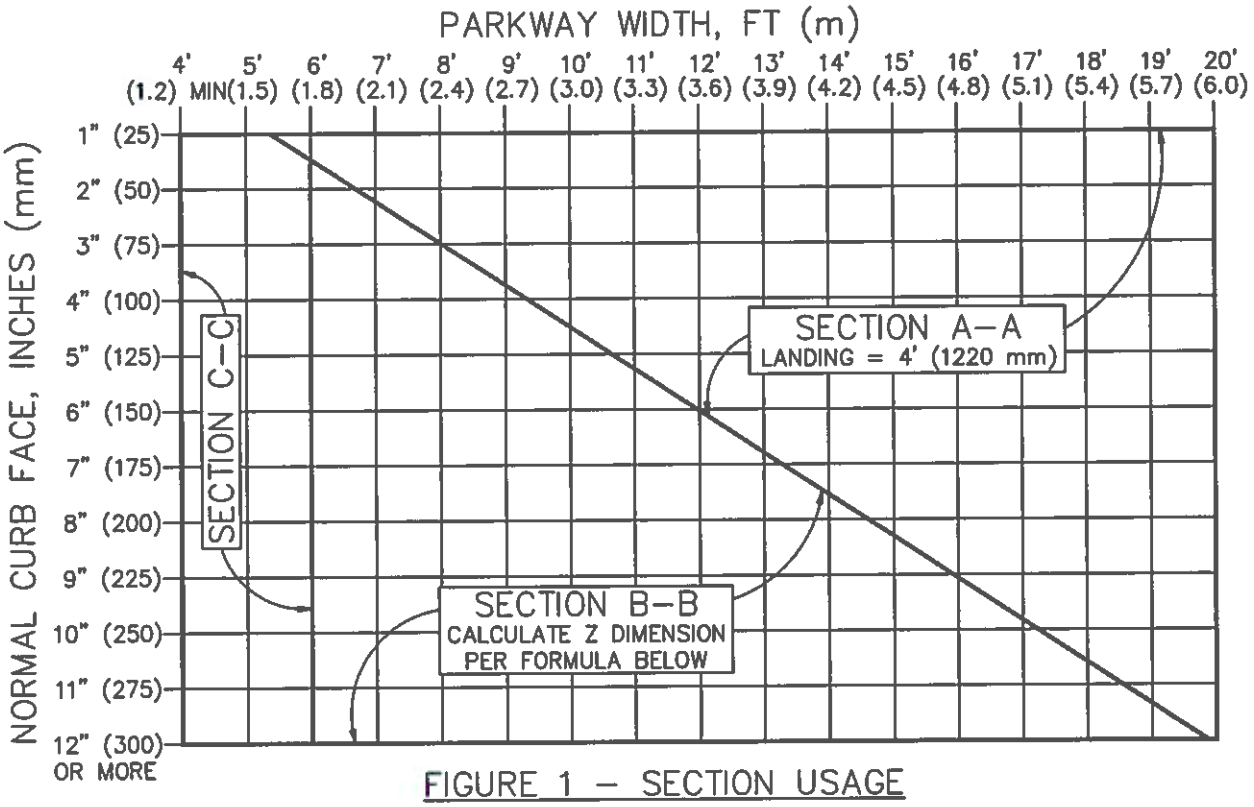


FIGURE 1 – SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y–Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 – X AND Y VALUES

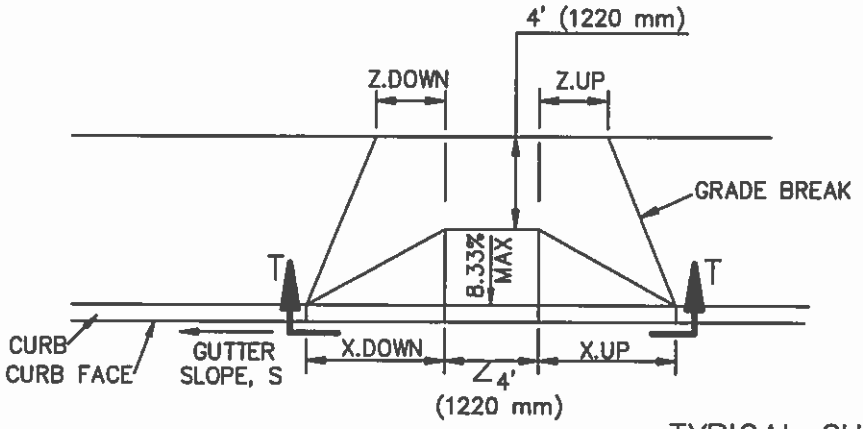
WHERE FIGURE 1 SHOWS USE OF SECTION B–B, FIGURE Z DIMENSION AS FOLLOWS:

W = PARKWAY WIDTH
L = LANDING WIDTH, 4' (1220 mm) TYP
Z = [(Y+L)–W] x 0.760

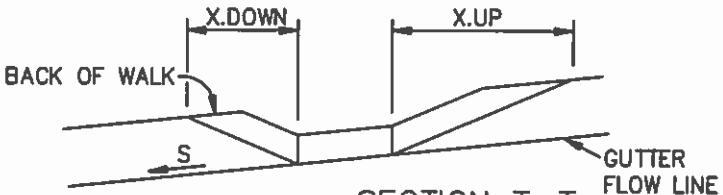
IF (Y+L) < W, THEN Z = 0

TABLE 1 REFERENCE FORMULAS:
X = CF / 8.333%
Y = CF / (8.333% – 2% WALK CROSS SLOPE)

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 8 OF 10



TYPICAL CURB RAMP



SECTION T–T
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

FOR EXAMPLE, X.DOWN = X x K.DOWN

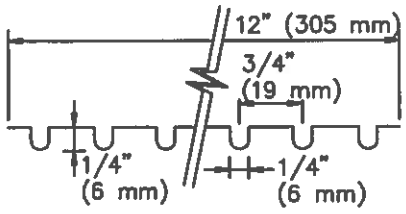
S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

TABLE 2 – SLOPE ADJUSTMENTS

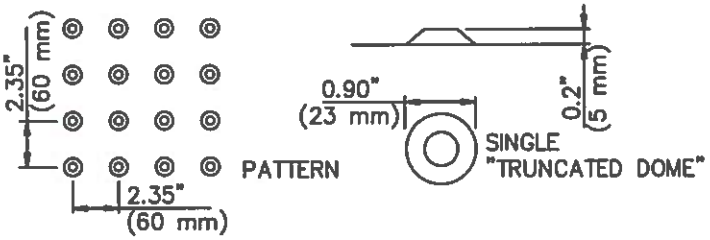
TABLE 2 REFERENCE FORMULAS:
K.DOWN = 8.333% / (8.333% + S)
K.UP = 8.333% / (8.333% – S)

STREET SLOPE ADJUSTMENTS

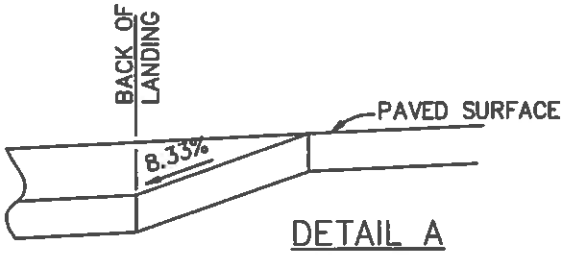
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 9 OF 10



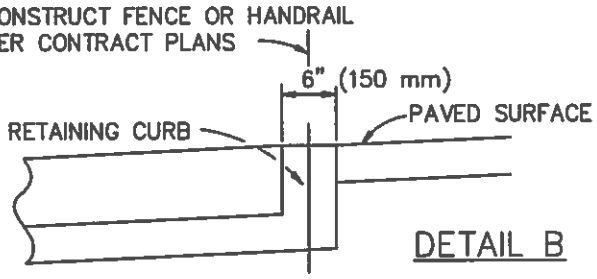
GROOVING DETAIL



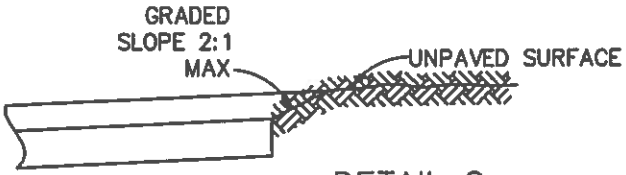
DETECTABLE WARNING DETAIL



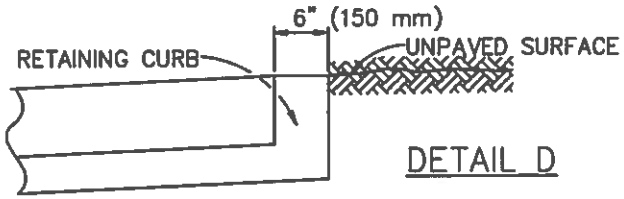
DETAIL A



DETAIL B



DETAIL C



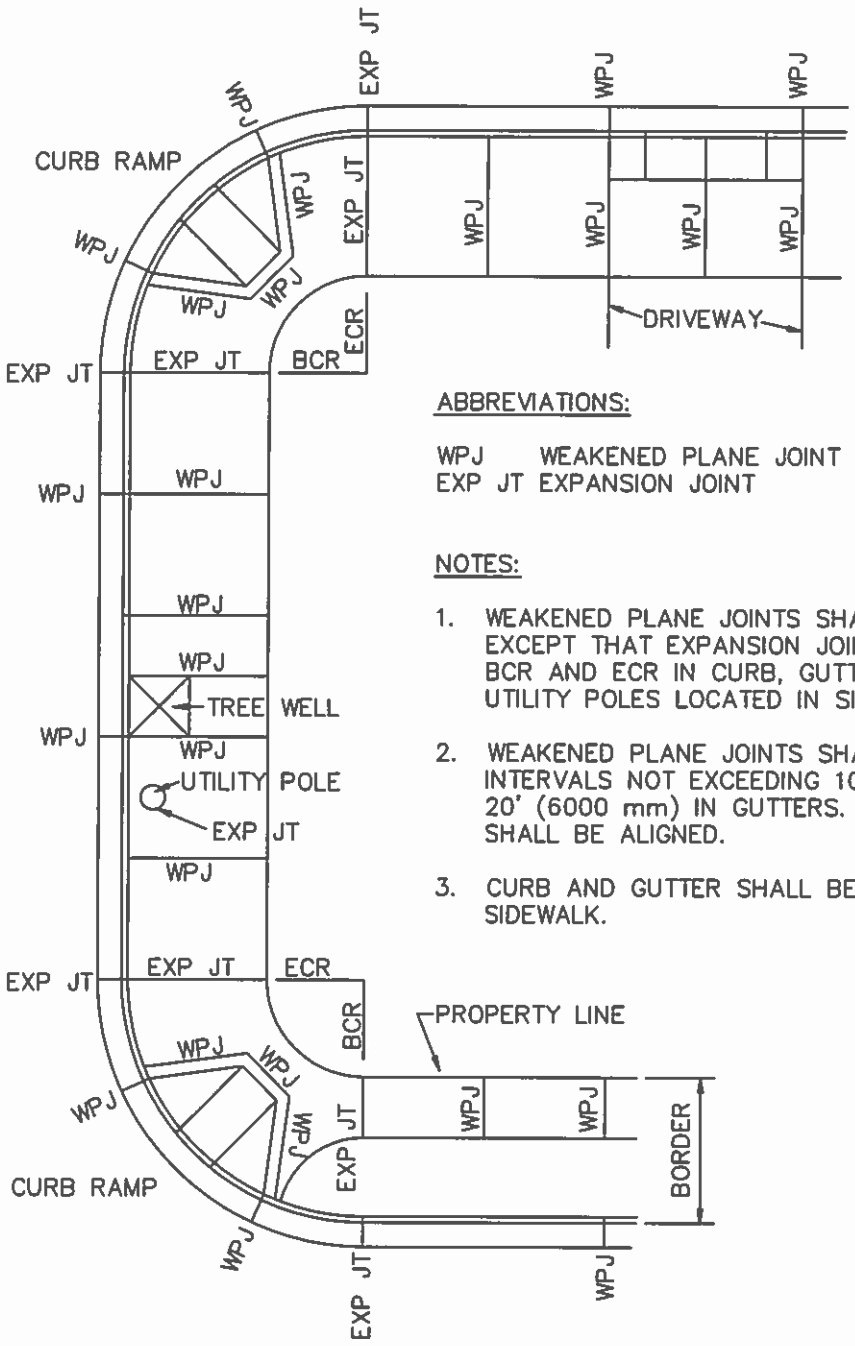
DETAIL D

GENERAL NOTES:

560-3250-C

1. CONCRETE SHALL BE CLASS ~~520-C-2500 (310-C-17)~~ CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. ANGLE = $\Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 10 OF 10



ABBREVIATIONS:

WPJ	WEAKENED PLANE JOINT	BCR	BEGINNING OF CURB RETURN
EXP JT	EXPANSION JOINT	ECR	END OF CURB RETURN

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 10' (3000 mm) IN WALKS AND 20' (6000 mm) IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

CURB AND SIDEWALK JOINTS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

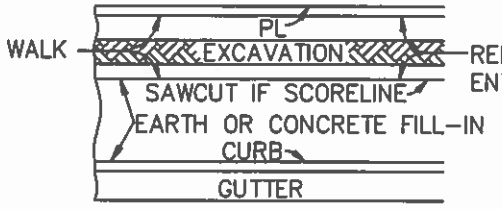
STANDARD PLAN 112-2

SHEET 1 OF 1

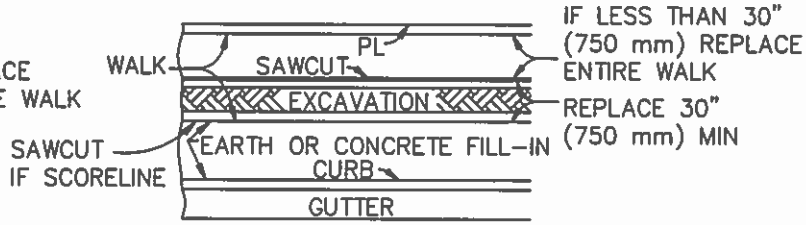
WALK OR FILL–IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

WALK ADJACENT TO PROPERTY LINE

WALK LESS THAN 5' (1500 mm) WIDE



WALK 5' (1500 mm) WIDE OR MORE

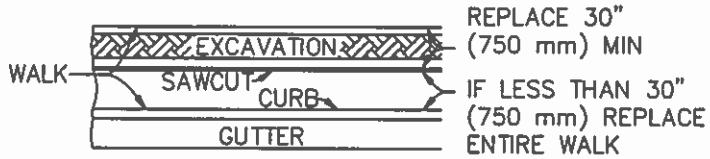


WALK ADJACENT TO CURB

WALK LESS THAN 5' (1500 mm) WIDE

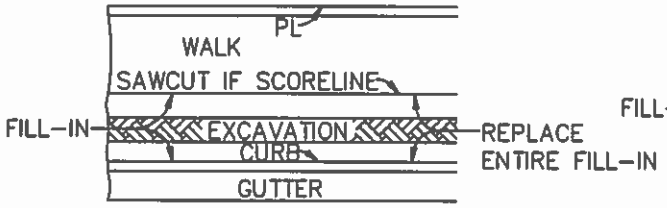


WALK 5' (1500 mm) WIDE OR MORE

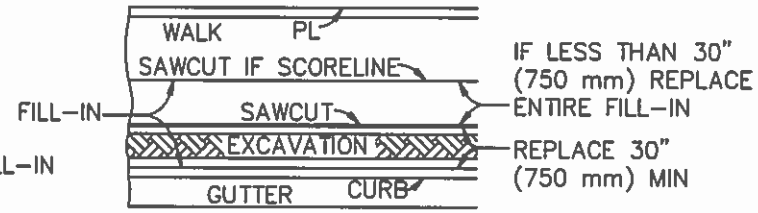


FILL–IN REPLACEMENT

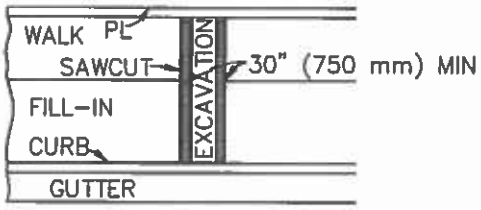
FILL–IN LESS THAN 5' (1500 mm) WIDE



FILL–IN 5' (1500 mm) WIDE OR MORE



WALK OR FILL–IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1996, 2009

SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 113–2

SHEET 1 OF 2

NOTES

1. CONCRETE WALK, FILL–IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.

2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.

3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm') OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm').

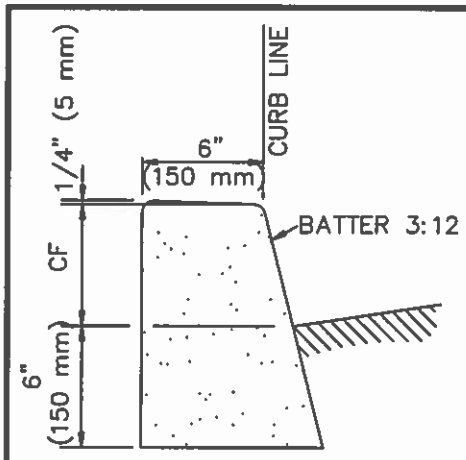
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.

5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.

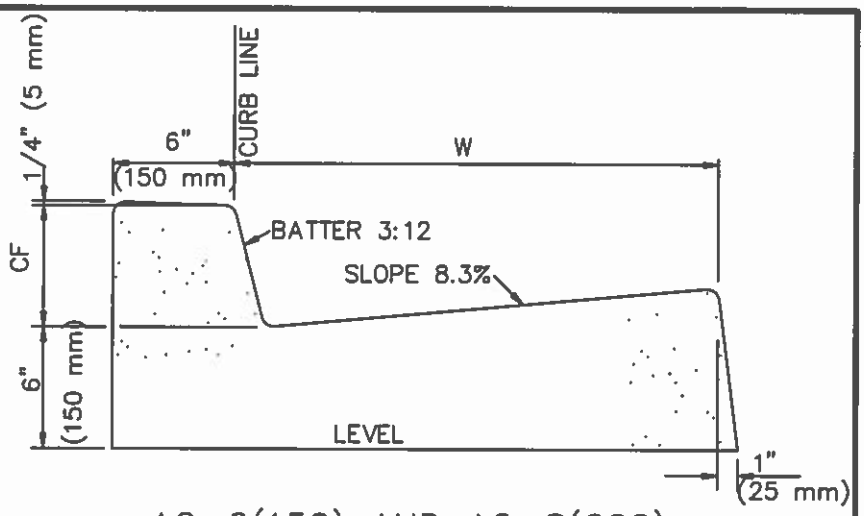
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.

7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.

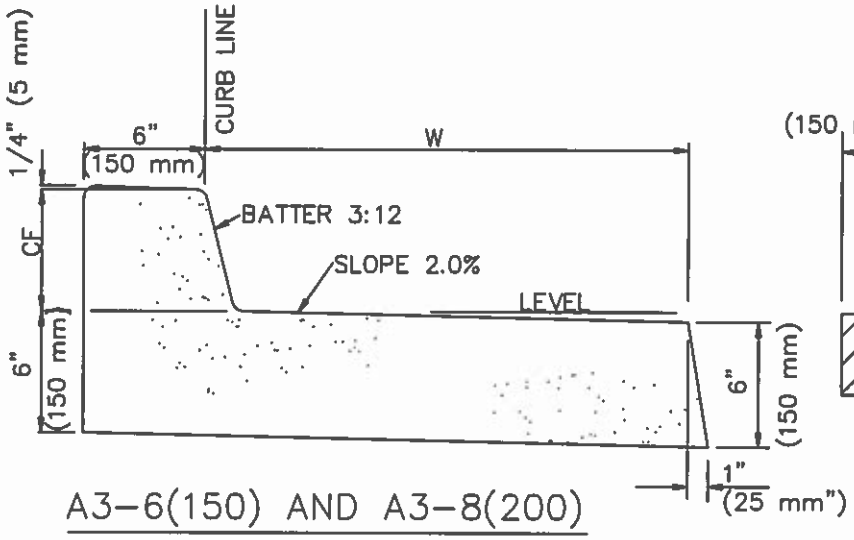
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
SIDEWALK & DRIVEWAY REPLACEMENT	**113–2**
	SHEET 2 OF 2



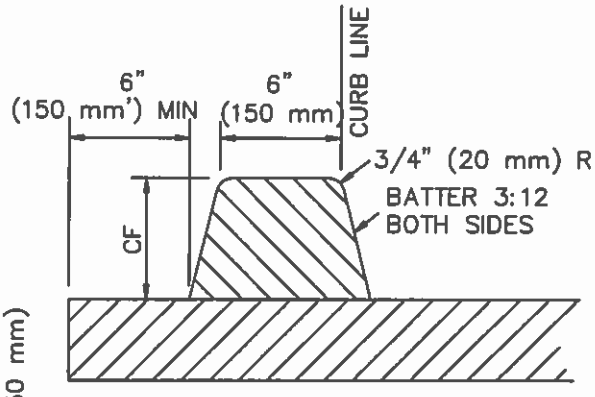
A1–6(150) AND
A1–8(200)



A2–6(150) AND A2–8(200)



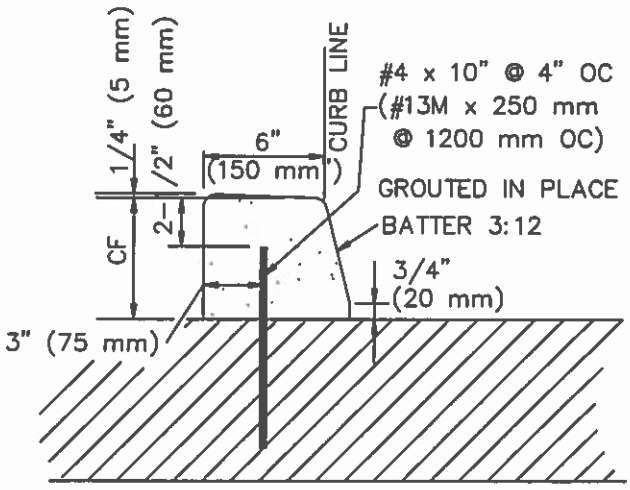
A3–6(150) AND A3–8(200)



D1–6(150) AND
D1–8(200)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C1–6(150) AND C1–8(200)

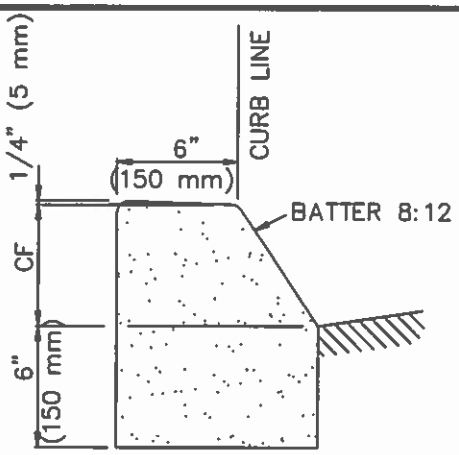
STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1964 REV. 1996, 2009

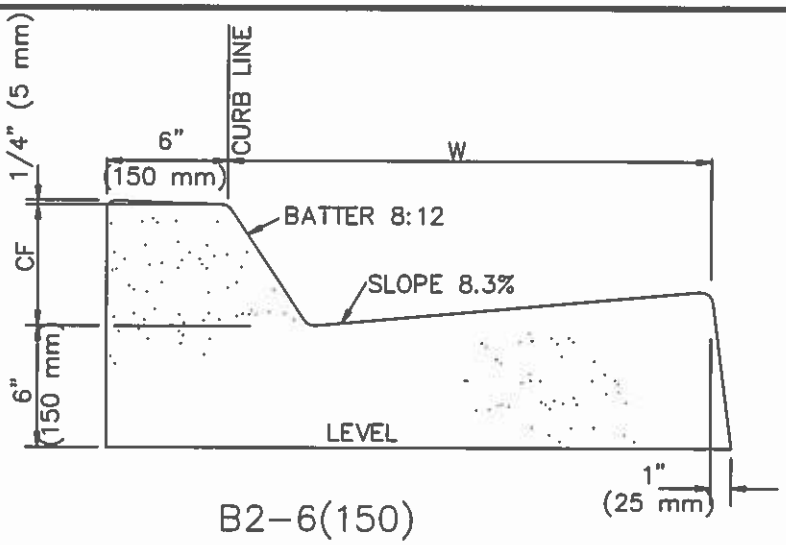
CURB AND GUTTER – BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

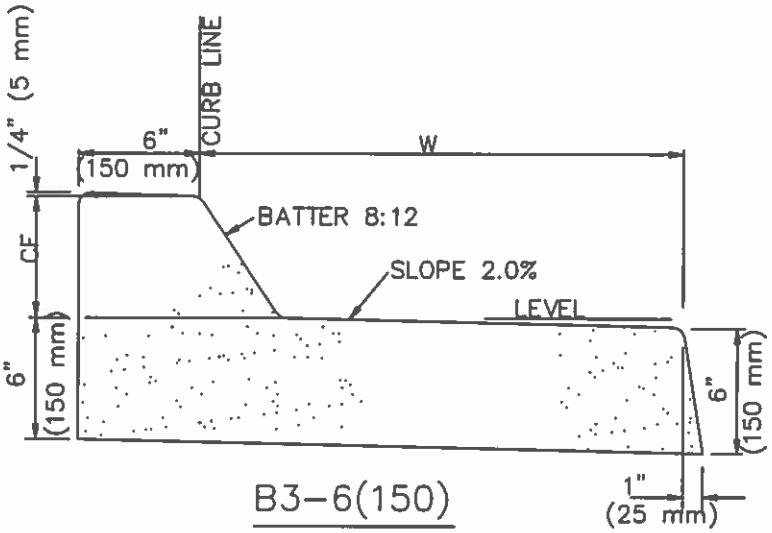
STANDARD PLAN
120–2
SHEET 1 OF 1



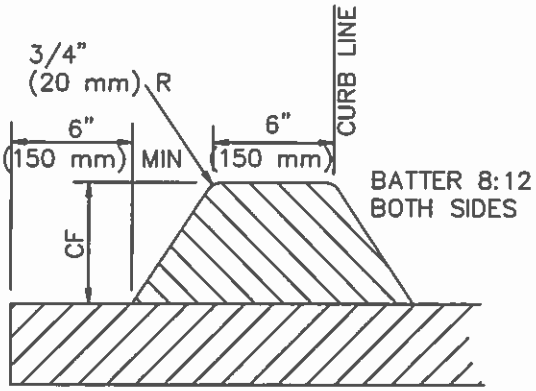
B1–6(150)



B2–6(150)



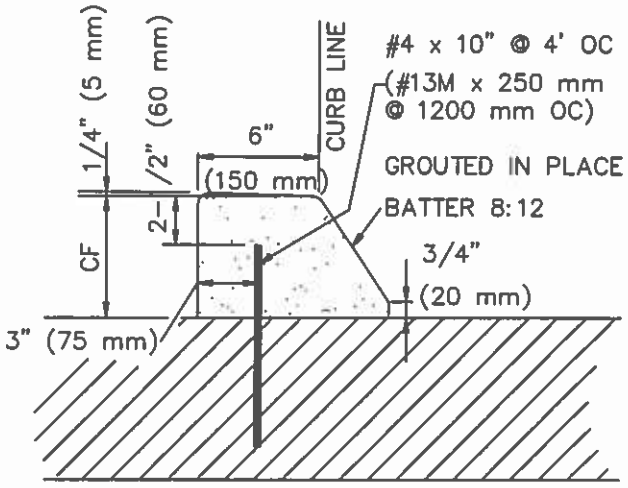
B3–6(150)



D2–6(150)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES B1, B2, B3 AND C2 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D2 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C2 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C2–6(150)

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

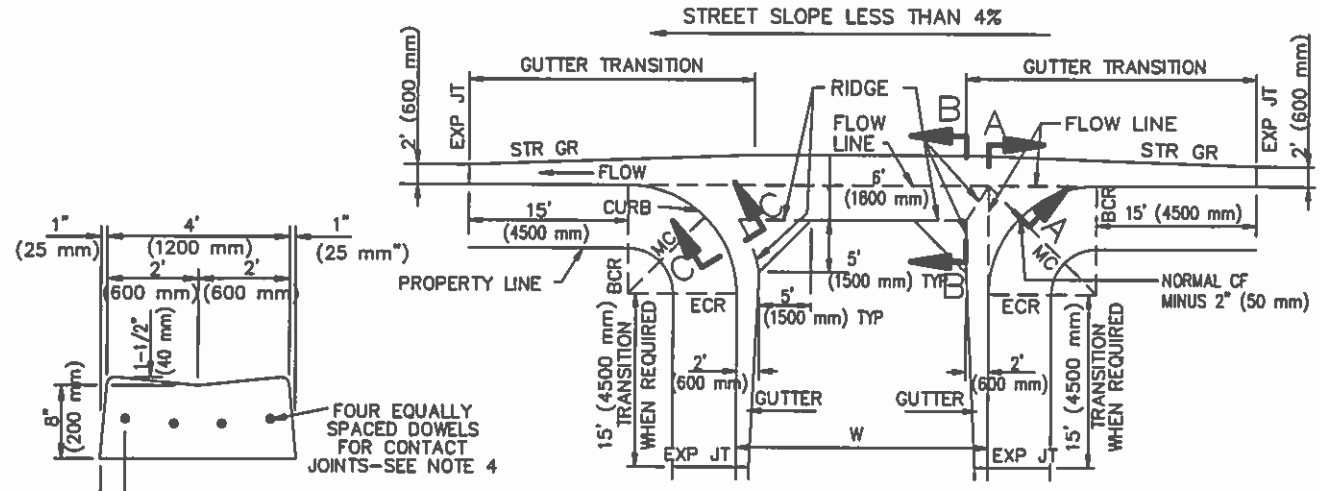
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1954 REV. 1996, 2009

CURB AND GUTTER–MOUNTABLE

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

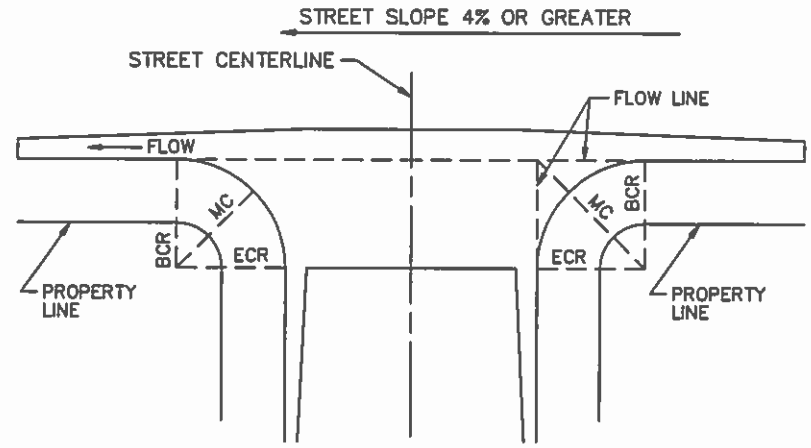
STANDARD PLAN 121–2

SHEET 1 OF 1

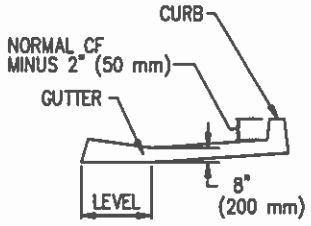


TYPICAL CROSS GUTTER PLAN
STREET SLOPE LESS THAN 4%

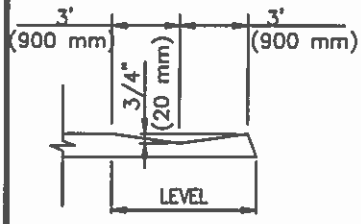
LONGITUDINAL GUTTER



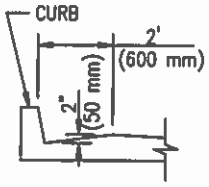
TYPICAL CROSS GUTTER PLAN
STREET SLOPE MORE THAN 4%



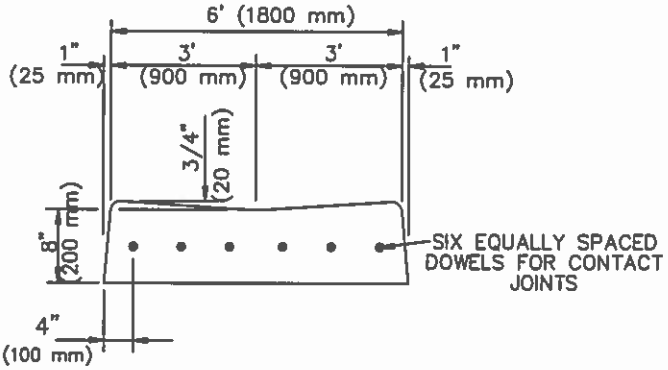
SECTION A–A



SECTION B–B



SECTION C–C



SECTION D–D

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

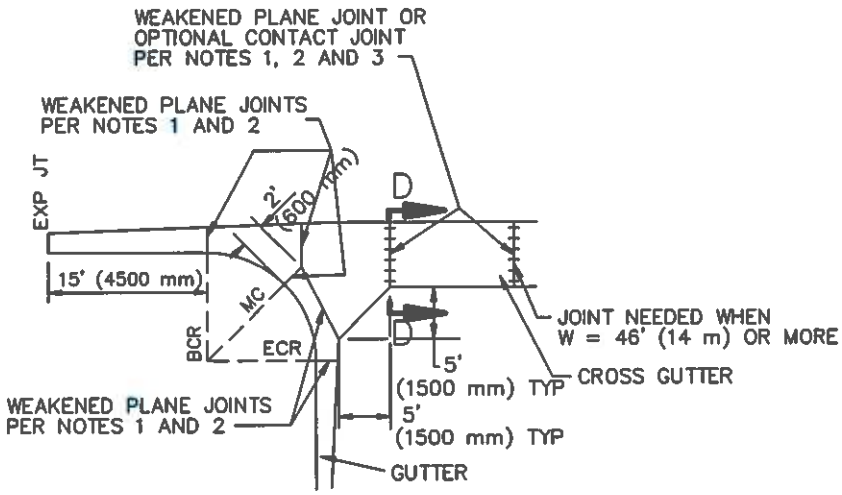
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

CROSS AND LONGITUDINAL GUTTERS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 122–2

SHEET 1 OF 2

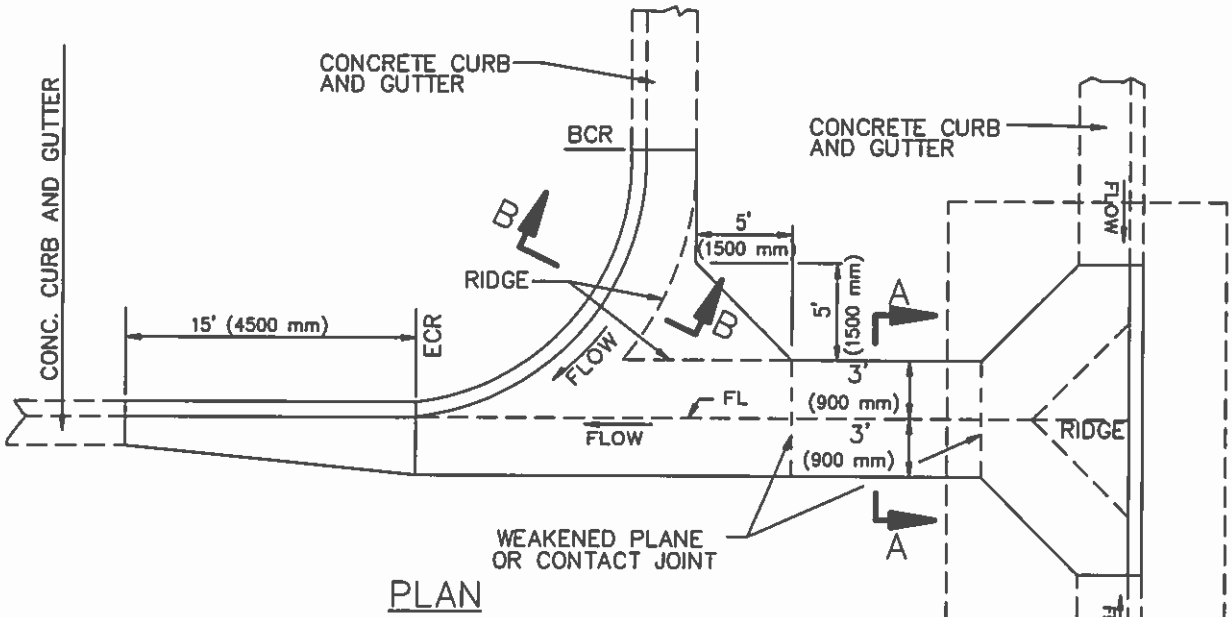


TYPICAL JOINT PLAN

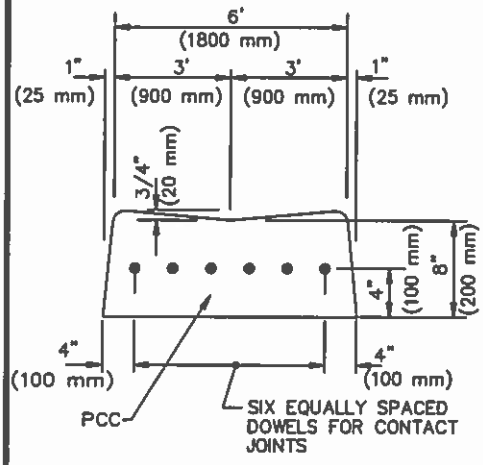
NOTES:

1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1–1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
3. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
4. PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
5. ALL EXPOSED CORNERS ON PCC GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.
7. 6-INCH THICK CLASS 2 AGGREGATE BASE SHALL BE PLACED AND COMPACTED TO 95% RELATIVE COMPACTION UNDER 8" THICK CROSS GUTTER AND SPANDRELS.

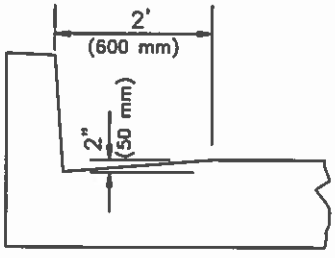
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CROSS AND LONGITUDINAL GUTTERS	**122–2**
	SHEET 2 OF 2



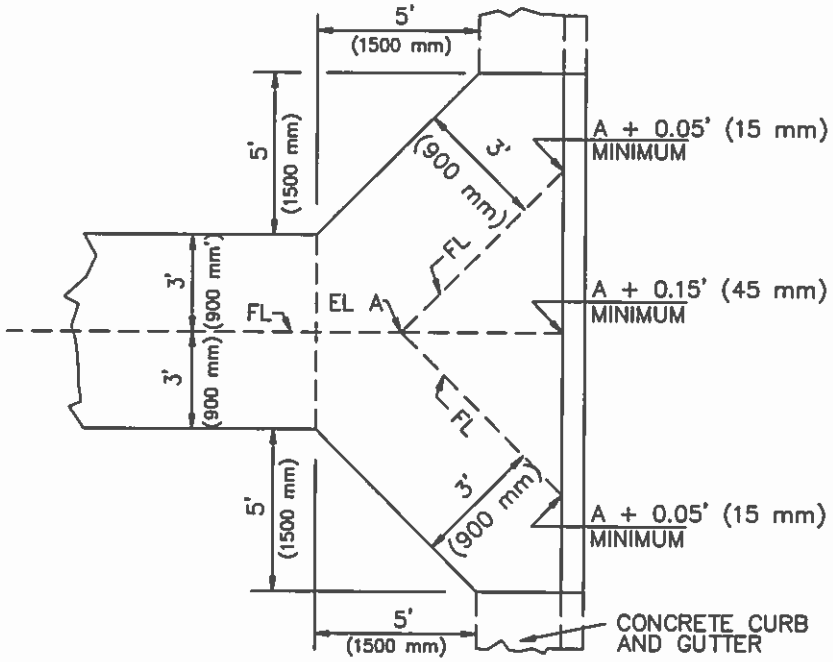
PLAN



SECTION A–A



SECTION B–B



DETAIL A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1998, 2009

CROSS GUTTER AT T INTERSECTIONS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

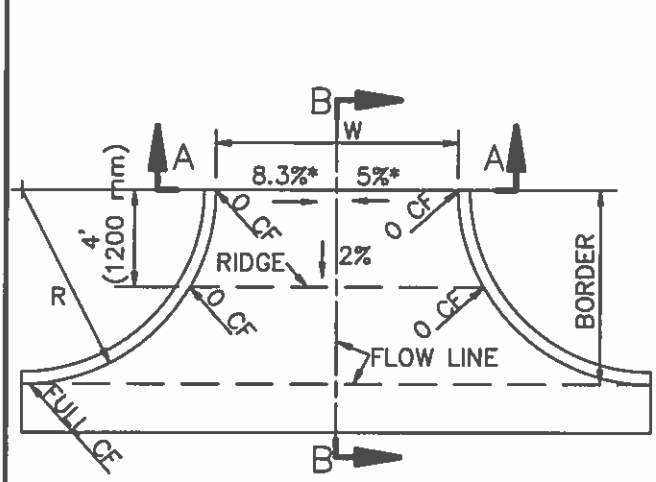
STANDARD PLAN 123–2

SHEET 1 OF 2

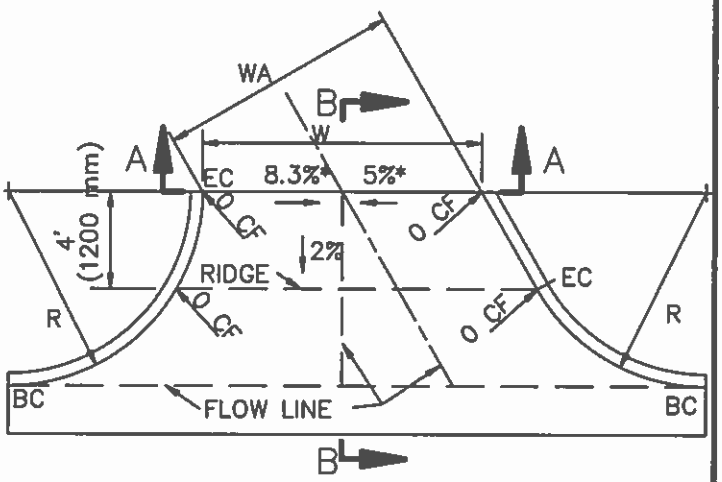
NOTES:

1. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1–1/2" (35 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
2. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
3. ALL EXPOSED CORNERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
4. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.
5. 6-INCH THICK CLASS 2 AGGREGATE BASE SHALL BE PLACED AND COMPACTED TO 95% RELATIVE COMPACTION UNDER 8" THICK CROSS GUTTER AND SPANDRELS.

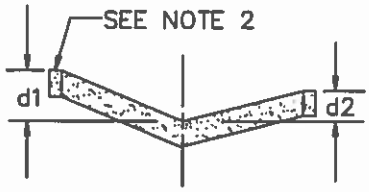
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CROSS GUTTER AT T INTERTERSECTIONS	123–2
	SHEET 2 OF 2



STANDARD APPROACH



ANGLED APPROACH



SECTION A–A



SECTION B–B

W, ft W, mm	8' (2400mm)	10' (3000mm)	15' (4500mm)	20' (6000mm)	25' (7500mm)	30' (9000mm)
d1, ft MAX	0.33' (100 mm)	0.42' (125 mm)	0.63' (188 mm)	0.83' (250 mm)	1.04' (313 mm)	1.25' (375 mm)
d2, ft MIN	0.17' (50 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)

NOTES:

1. FOR CASE A, THE RADIUS OF THE CURB RETURN, R, IS EQUAL TO THE PARKWAY WIDTH.
2. ALLEY INTERSECTION SHALL BE PCC, CLASS 520–C–2500 (310–C–17), 6" (150 mm) THICK. CURB SHALL BE INTERGRAL TYPE "A".
3. ASTERISKS, *, SHOW MAXIMUM GRADES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

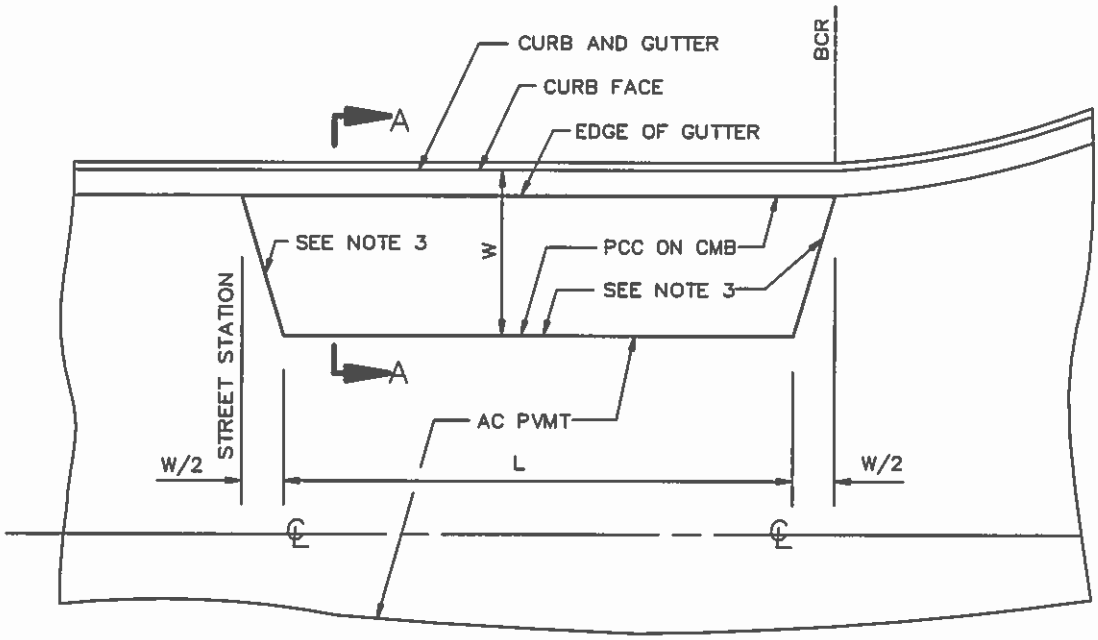
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

ALLEY INTERSECTION

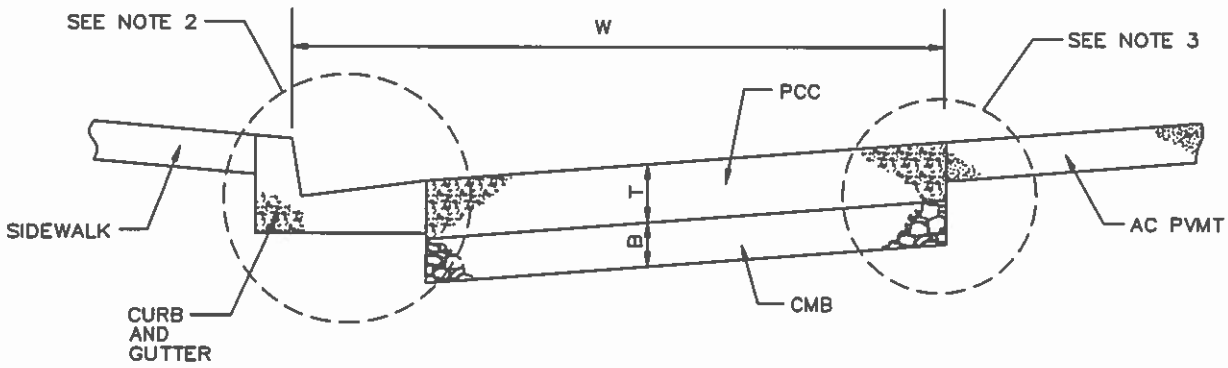
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 130–2

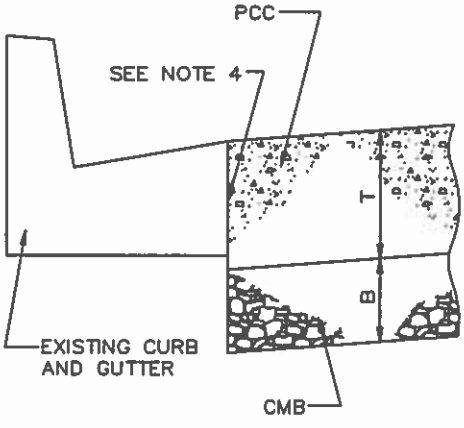
SHEET 1 OF 1



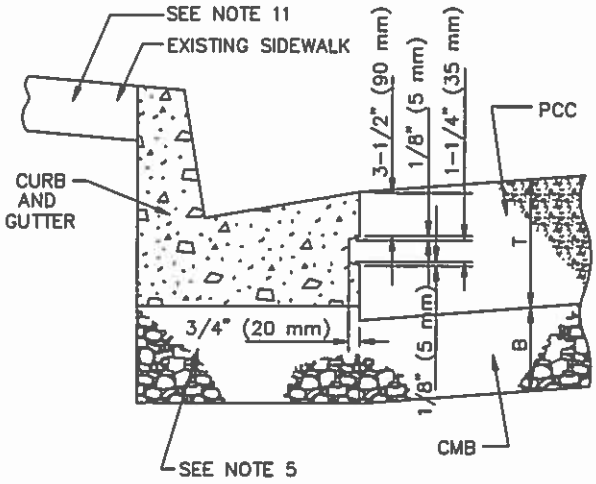
TYPICAL BUS PAD



SECTION A–A



SECTION B–B



SECTION C–C

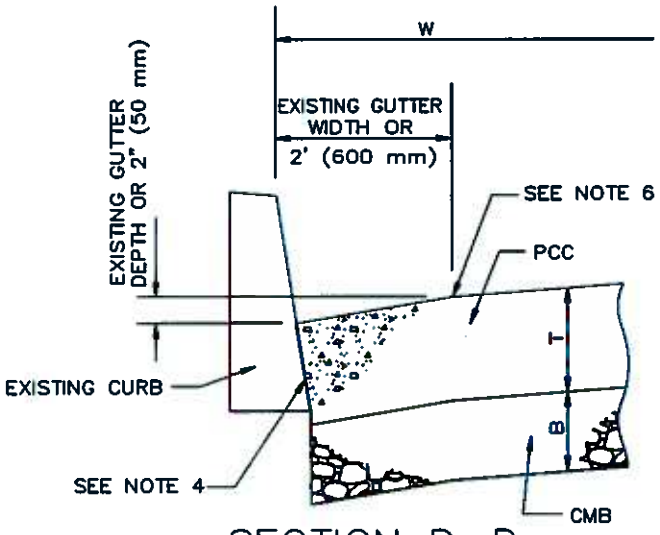
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1993
REV. 1996, 2009

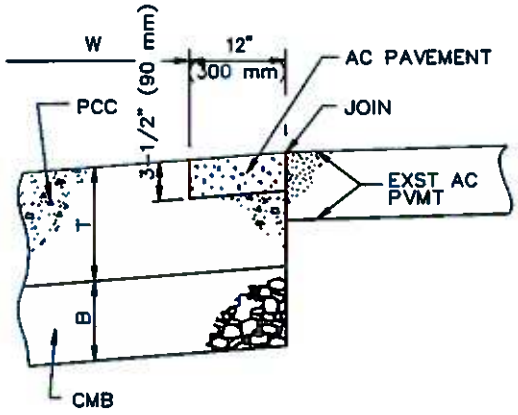
CONCRETE BUS PAD

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN
131–2
SHEET 1 OF 2

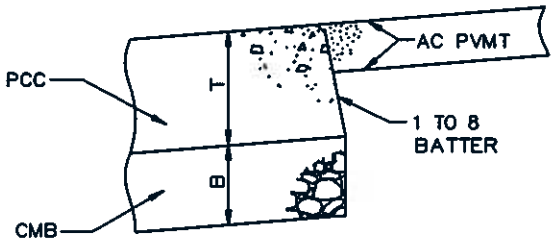


SECTION D–D



SECTION E–E

SEE NOTE 14

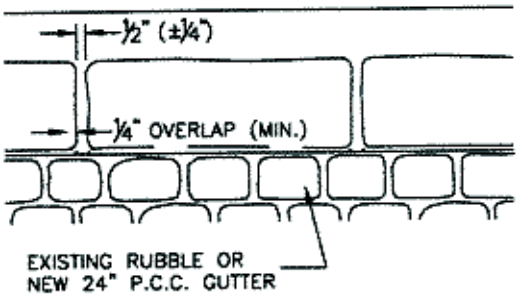


SECTION F–F

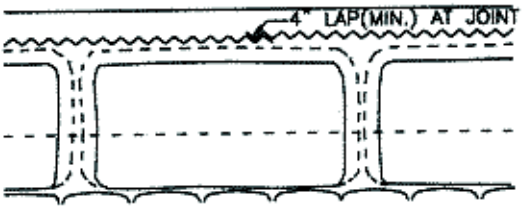
NOTES:

1. DIMENSIONS: (UNLESS OTHERWISE SHOWN)
   L = 85' (26 m) T = 8" (200 mm)
   W = 10' (3 m) B = 6" (150 mm)
2. USE SECTION B–B FOR EXISTING CURB AND GUTTER THAT IS TO REMAIN.
   USE SECTION C–C FOR NEW CURB AND GUTTER.
   USE SECTION D–D FOR EXISTING CURB THAT IS TO REMAIN.
3. USE SECTION E–E FOR EXISTING AC PAVEMENT.
   USE SECTION F–F FOR NEW AC PAVEMENT.
4. AT LOCATIONS WHERE PCC PAVEMENT WILL ABUT EXISTING CONCRETE, AN EPOXY APPROVED BY THE ENGINEER SHALL BE APPLIED TO THE EXISTING CONCRETE SURFACES PRIOR TO CONCRETE PLACEMENT.
5. IF B + T IS ≥ 300 mm (12"), CMB CHALL EXTEND UNDER NEW CURB AND GUTTER.
6. CONSTRUCT LONGITUDINAL WEAKENED–PLANE JOINT TO MATCH ADJOINING EXISTING GUTTER WIDTH, OR 2' (600 mm') IF NO ADJOINING GUTTER EXISTS.
7. USE 2"x4" (50x100) HEADER TO FORM 3–1/2" (90 mm) STEP. TOP OF HEADER SHALL BE SET TO LINE AND GRADE.
8. ALL EXPOSED PCC CORNERS SHALL BE ROUNDED WITH A 1/2" (15 m) RADIUS.
9. SURFACE OF CONCRETE SHALL HAVE A ROUGH TRANSVERSE BROOM FINISH.
10. WHERE DESIGNATED BY THE ENGINEER, UNDESIRABLE SUBGRADE MATERIAL SHALL BE REMOVED AND REPLACED WITH CMB.
11. WHERE NEW CURB AND GUTTER IS CONSTRUCTED ADJACENT TO EXISTING SIDEWALK, SIDEWALK SHALL BE REMOVED AND REPLACED TO NEAREST SCORELINE.
12. CONSTRUCT TRANSVERSE WEAKENED PLANE JOINTS IN BUS PAD PAVEMENT AT APPROX. 10' (3 m') INTERVALS.
13. CONSTRUCT TRANSVERSE WEAKENED PLANE JOINTS IN BUS PAD PAVEMENT AT ALL EXISTING CURB/CURB & GUTTER CONSTRUCTION JOINTS AND WEAKENED–PLANE JOINTS.
14. AT THE OPTION OF THE ENGINEER, THE EXISTING PAVEMENT MAY BE NEATLY SAWCUT AROUND THE DIMENSIONS OF THE BUS PAD, AND CONCRETE POURED DIRECTLY USING THE EXISTING PAVEMENT AS A FORM. THE CONCRETE EDGES SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.

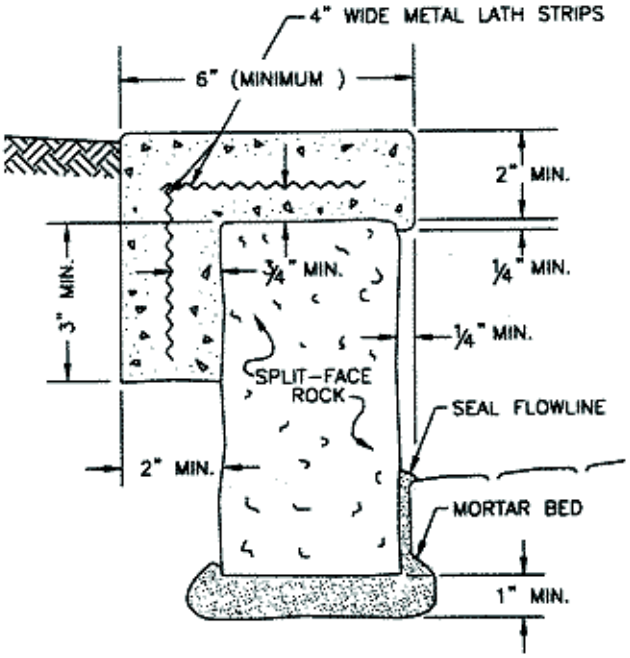
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CONCRETE BUS PAD	**131–2**
	SHEET 2 OF 2



TOP VIEW



FRONT VIEW



CROSS SECTION OF ROCK CURB

SPECIFICATIONS

1. Description – This work shall consist of placing split–faced rock in cement mortar beds and placing of mortar caps at locations as shown on the plans or as directed by the Engineer and as specified in these specifications and the special provisions.
2. Rock – Rock for use in split–face rock curbs shall be existing split–face rock or new rock as may be required. Rock shall be clean, hard, durable and free from seams and other imperfections. Rock shall be of uniform shape and size. Any new rock used shall be approved by the Engineer prior to use.
3. Mortar – Mortar for bedding and finishing of split–face rock curb shall be class "C" mortar consisting of one part by volume of portland cement to two parts by volume of clean, fine aggregate. Hydrated lime, to the extent of 10% by volume of the cement may be added to the mortar. Hydrated lime shall be treated as an addition and not as replacing any cement. Mortar may be mixed in either a mixing machine or by hand. If mixed by hand, the fine aggregate, cement and lime shall be mixed dry until the mixture assumes uniform color. Water shall then be added at sufficient quantities to produce a mixture workable for the intended use. Mortar shall be used within one hour after water has been added and shall not be retempered.
4. Placing – Rocks shall be thoroughly wetted before placing and shall be laid in full mortar beds in courses approximately horizontal and vertical in both longitudinal and transverse directions as herein defined. Rocks will not be considered to be properly bedded until mortar exudes from the underside of the bedded rock. Mortar caps shall contain 4 inch wide "Strip–Ek" steel lath and shall be placed to the dimensions shown above. Grades for the top of the cap shall comply as follows: When a 10 foot straight edge is placed on top of the finished cap, the surface shall not vary from the edge of the straight edge more than 1/8 inch, except at changes in grade. Grades and changes in grade shall conform to the City of Redlands Standard Specifications. The alignment of the curb shall be set at a uniform perpendicular distance from the centerline of the street as shown on the plans or as defined by the Engineer. No voids in any part of the curb shall be permitted. Dimensions and tolerances for placing of rock shall be as shown above.

DETAIL DWG. No. 129–0 1 of 1

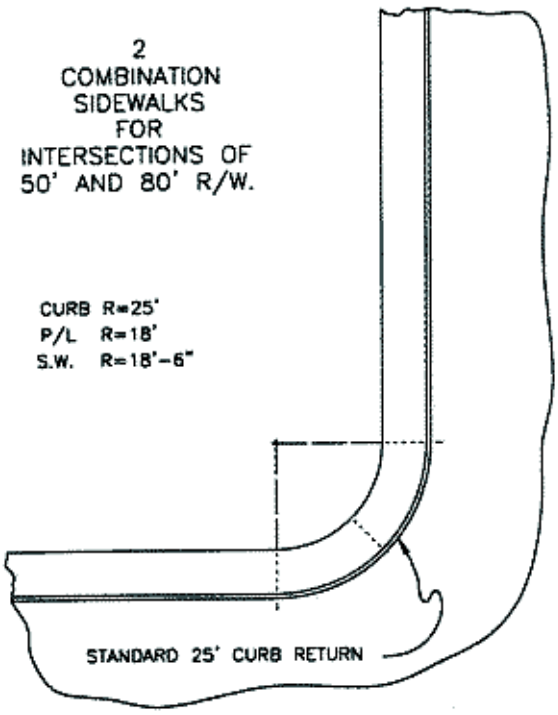
DRAWN BY: ANTHONY MACKESY
CHECKED BY: ALAN GRIFFITHS
DATE: DECEMBER 15,1998
APPROVED BY: PUBLIC WORKS DIRECTOR
DATE: 2/12/99 R.C.E. No. 28129

CITY OF REDLANDS
PUBLIC WORKS DEPARTMENT

SPLIT–FACE ROCK CURBING

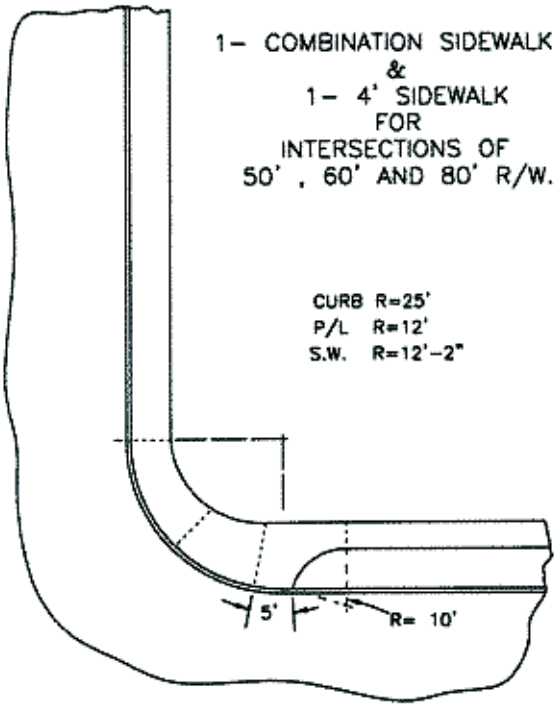
2
COMBINATION
SIDEWALKS
FOR
INTERSECTIONS OF
50' AND 80' R/W.

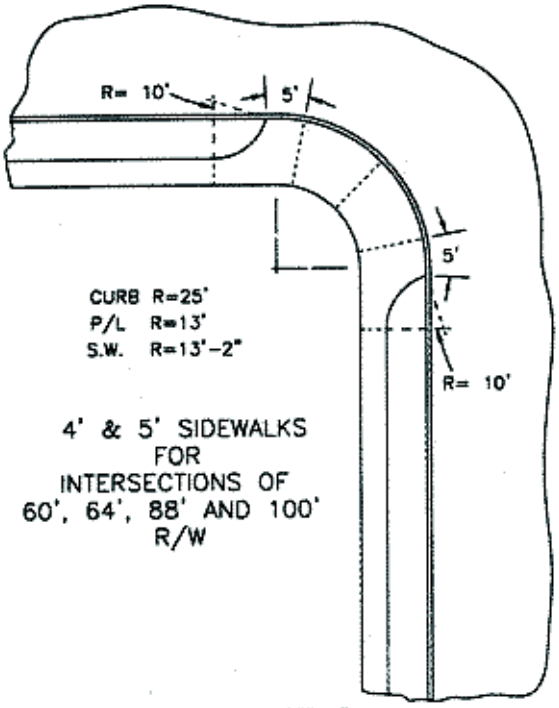
CURB R=25'
P/L R=18'
S.W. R=18'-6"



1- COMBINATION SIDEWALK
&
1- 4' SIDEWALK
FOR
INTERSECTIONS OF
50', 60' AND 80' R/W.

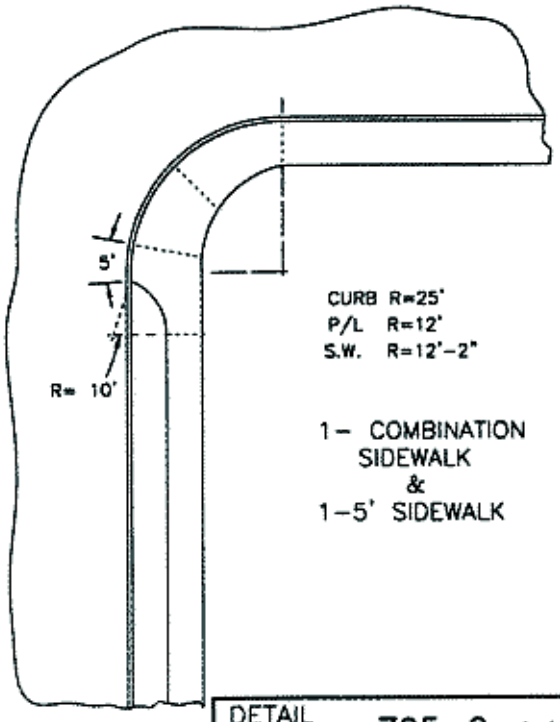
CURB R=25'
P/L R=12'
S.W. R=12'-2"





CURB R=25'
P/L R=13'
S.W. R=13'-2"

4' & 5' SIDEWALKS
FOR
INTERSECTIONS OF
60', 64', 88' AND 100'
R/W



CURB R=25'
P/L R=12'
S.W. R=12'-2"

1- COMBINATION
SIDEWALK
&
1-5' SIDEWALK

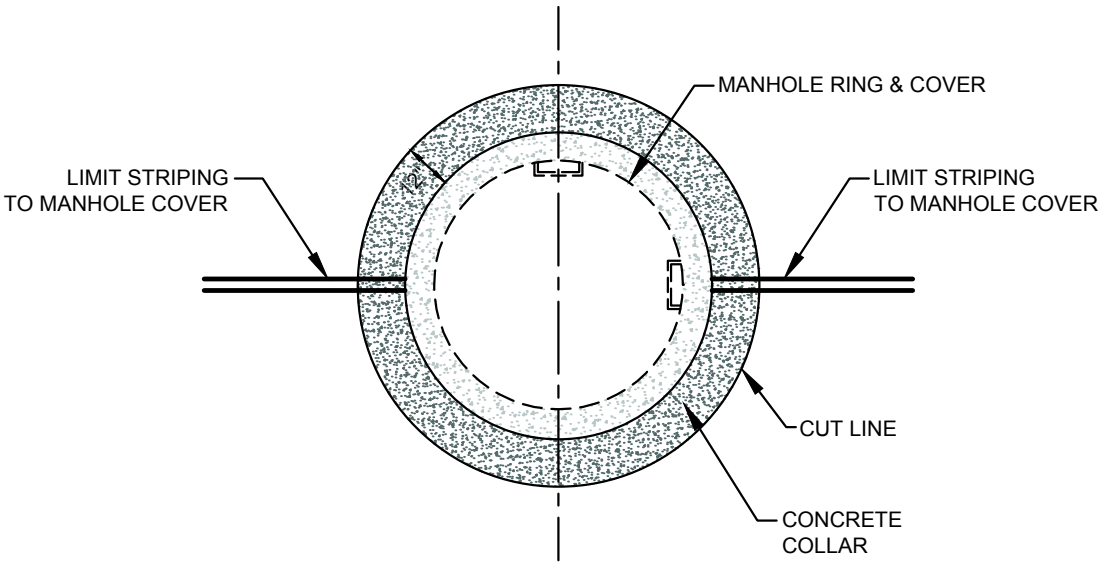
NOTE: SEE SPECS FOR JOINT DETAILS
------ DOTTED LINES INDICATE SCORING.

DETAIL
DWG. No. 705-0 1 of 1

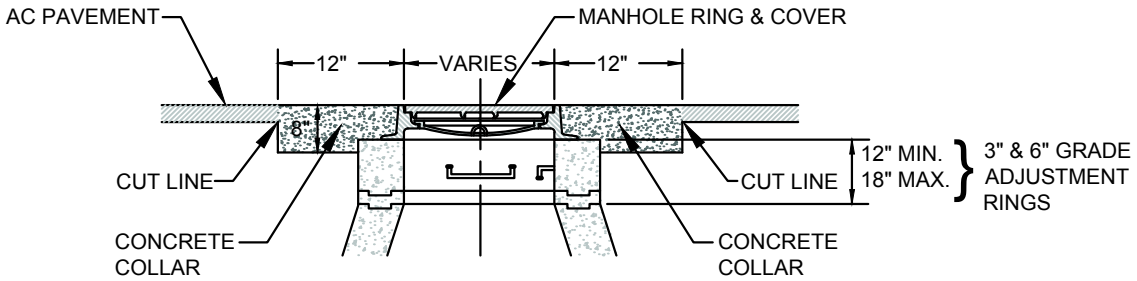
DRAWN BY: ANTHONY MACKESY
CHECKED BY: ALAN GRIFFITHS
DATE: DECEMBER 16,1998
APPROVED BY:
PUBLIC WORKS DIRECTOR
DATE: 2/12/99 R.C.E. No. 28129

CITY OF REDLANDS
PUBLIC WORKS DEPARTMENT

TYPICAL SIDEWALK INTERSECTIONS



PLAN VIEW



ELEVATION VIEW

NOTE:

1. SAW CIRCULAR AROUND MANHOLE 12" FROM MANHOLE FRAME.
2. MANHOLE SHALL BE MARKED PRIOR TO CUT THE PAVEMENT.
3. RAISE MANHOLE FRAME AND COVER TO FINISH GRADE BY INSTALLING CONCRETE RINGS AND LEVELING MORTAR.
4. BACKFILL WITH PCC CONCRETE TO FINISH GRADE.
5. CONCRETE TYPE SHALL BE 560-C-3250.
6. ADD QUIKRETE LIQUID CEMENT COLOR - CHARCOAL BLACK.
7. PROTECT FROM TRAFFIC LOADING UNTIL CONCRETE HAS CURED.
8. APPLY TACK COAT TO EDGES OF EXISTING PAVEMENT BEFORE INSTALLATION PATCH.
9. COLLARS ARE REQUIRED FOR ALL PAVED TRAVEL WAYS.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CONCRETE COLLAR

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APPENDIX D

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 **PERMIT NO. _____**

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: _____

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

			BASE	EACH		
	EA	Driveway Appr, Res/Comm.....	$ 86.00	$ 43.00	EA	=$
	SF	Sidewalk.....	$ 86.00	$ .44	SF	=$
	SF	Cross Gutter/Spandrel.....	$ 86.00	$ .87	SF	=$
	LF	Curb & Gutter.....	$ 86.00	$ 3.28	LF	=$
	LF	Curb/Berm.....	$ 86.00	$ 2.19	LF	=$
	SF	Asphalt Pavement.....	$ 10.00	$ .09	SF	=$
	SF	Crushed Aggregate Base.....	$ 86.00	$ .09	SF	=$
	EA	Street Light.....	$ 86.00	$ 43.00	EA	=$
	EA	Traffic Signal - New.....	$ 86.00	$ 2,568.00	EA	=$
	EA	Traffic Signal - Modification.....	$ 86.00	$ 2,011.00	EA	=$
	CY	Reinforced Concrete.....	$ 86.00	$ 130	CY	=$
	LF	Storm Drain Pipe.....	$ 86.00	$ 5.21	LF	=$
	EA	Curb Inlet/Outlet Structures.....	$ 86.00	$ 43.00	EA	=$
	EA	Storm Drain Manhole/Junction Box.....	$ 86.00	$ 43.00	EA	=$
	EA	Curb Core.....	$ 86.00	$ 43.00	EA	=$
	LF	Sewer Main.....	$ 86.00	$ 1.73	LF	=$
	EA	Sewer Manhole.....	$ 86.00	$ 43.00	EA	=$
	EA	Sewer Cleanout.....	$ 86.00	$ 43.00	EA	=$
	EA	Sewer Lateral.....	$ 86.00	$ 43.00	EA	=$
	LF	Water Main - Potable.....	$ 86.00	$ 1.73	LF	=$
	LF	Water Main - Non-Potable.....	$ 86.00	$ 1.73	LF	=$
	EA	Fire Hydrant Assembly.....	$ 86.00	$ 43.00	EA	=$
	EA	Water Service Lateral.....	$ 86.00	$ 43.00	EA	=$
	EA	Water Shutdown.....	$ 86.00	$ 43.00	EA	=$
	EA	Fire Service.....	$ 86.00	$ 43.00	EA	=$
	LF	Excavation/Utility Trench.....	$ 86.00	$ 1.73	LF	=$
	SF	Street Patch.....	$ 86.00	$ .18	SF	=$
	EA	Fire Flow Test.....	$ 79.00		EA	=$
	SF	Warranty Fee (Street Cut).....	$		SF	=$
	EA	Traffic Safety Setup.....	$ 0.00	$ 55.00	EA	=$
	HR	OT/Off Hrs Inspection (2 HR Min)	$	$ 122.60	HR	=$
			$			=$
			$			=$

SUBTOTAL PERMIT FEE $ _____

PERMIT FEE work complete within specified date from issuance =

$ 339.00 fee. **$339.00**

PENALTY FEE 25% of total permit fee if issued after commencement of work $ _____

(Effective 10/7/2020) **TOTAL ENCROACHMENT PERMIT FEE** $ _____

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: _____

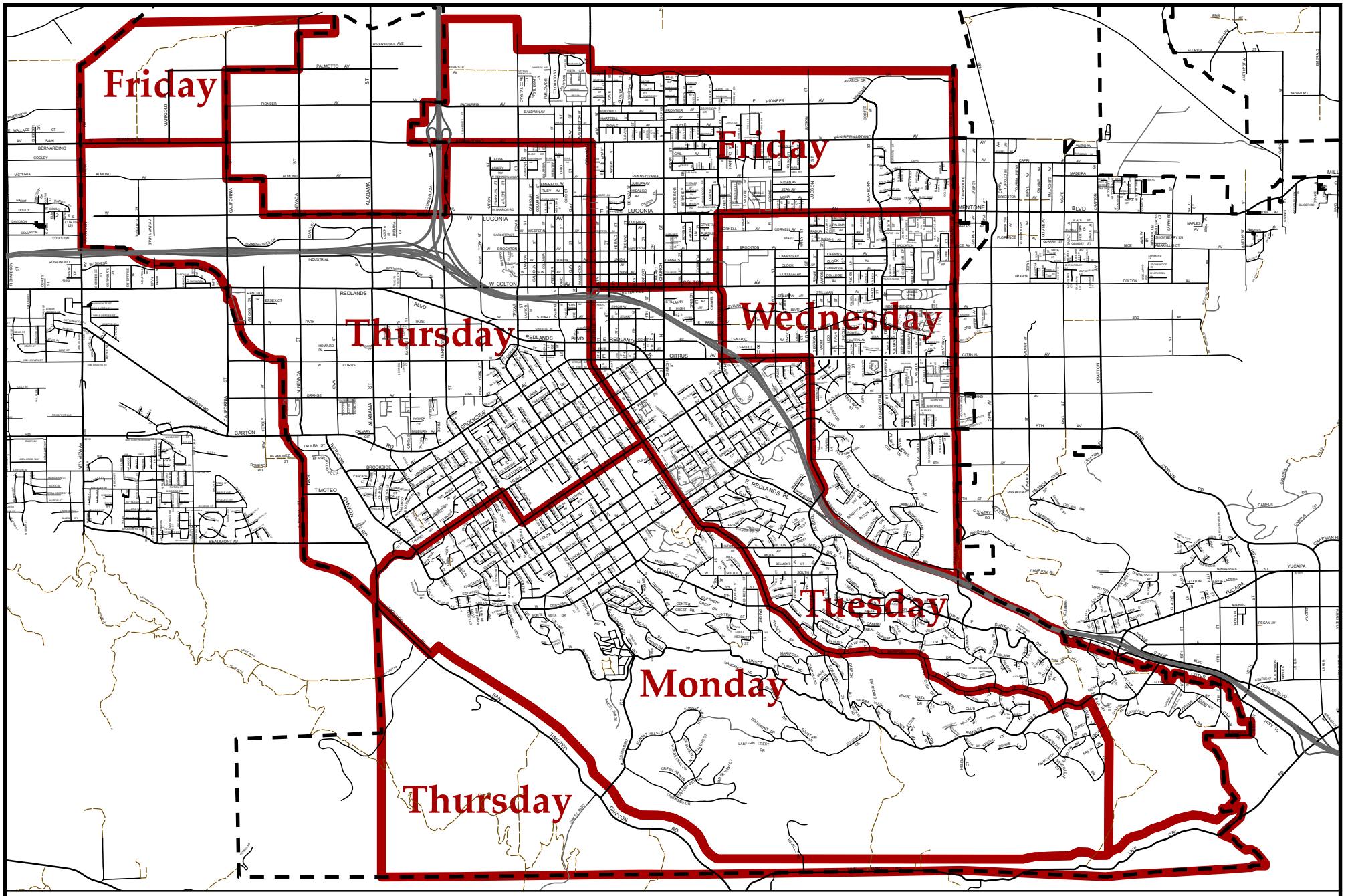
Calculated By

Municipal Utilities & Engineering

APPENDIX E

TRASH COLLECTION SCHEDULE

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Solid Waste Collection Days

City of REDLANDS "A City That Works"

November 15, 2013

Scale

0 0.25 0.5 0.75 1 Miles

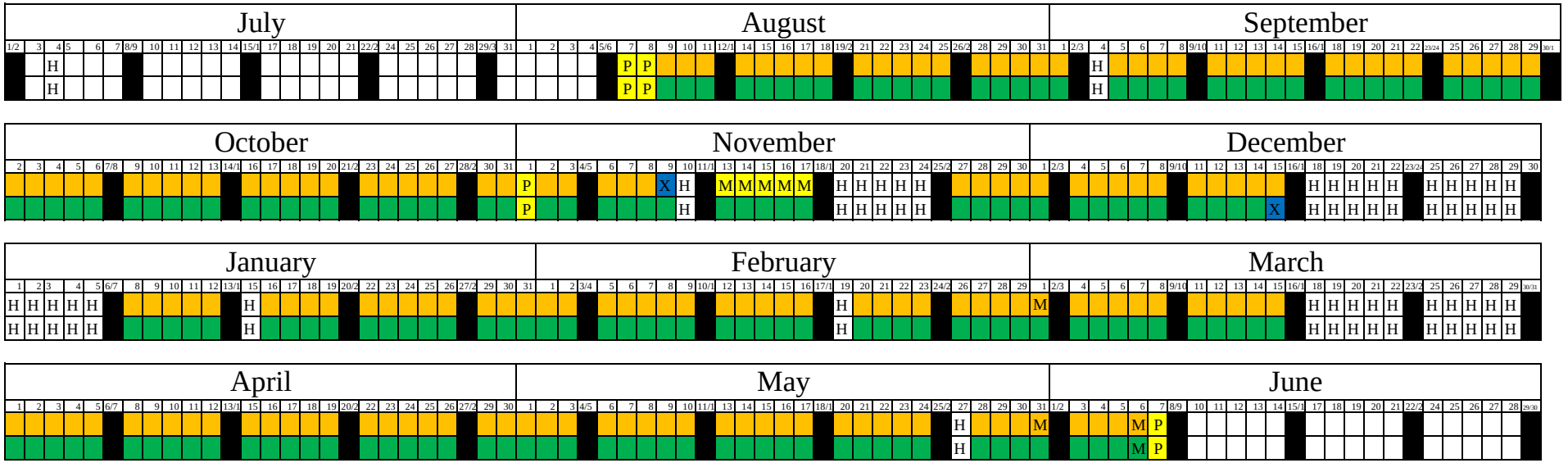
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APPENDIX F

EVENTS AND SCHOOL CALENDAR

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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

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APPENDIX G

CONTRACTOR SAFETY PROGRAM

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THE CITY OF REDLANDS

CONTRACTOR SAFETY PROGRAM

Rev. June 15, 2021

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CONTRACTOR SAFETY PROGRAM

I. Policy

The purpose of this Contractor Safety Program ("CSP") is to ensure, as best as reasonably possible, the protection and safety of all persons and property during construction activities undertaken by private contractors on behalf of the City of Redlands ("City"). The City has a comprehensive and structured approach in outsourcing services performed on City facilities by third-party persons and entities ("Contractor(s)"). The first phase of this comprehensive approach includes actively screening Contractors based on safety records, safety performance, and safety compliance. After the qualified Contractor is awarded a contract, the Contractor must then ensure compliance with all local, state, federal and Cal/OSHA regulations applicable to the contracted scope of work, and requirements set forth within this CSP. The Contractor, its agents, and personnel must adhere to the policies and procedures set forth by this CSP and all applicable laws and regulations.

II. Authority

California Code of Regulations, Title 8, Section 336.10 "Determination of Citable Employer"
California Code of Regulations, Title 8
"Greenbook" Standard Specifications for Public Works Construction
Redlands Municipal Code
California Building Code

III. Scope

This CSP applies to all Contractors who provide or render construction or improvement services for City-owned property and facilities.
The Contractor services covered under this CSP include, but are not limited to, the following:

A. New construction;
B. Remodeling;
C. Facility maintenance or repair;
D. Equipment installation or maintenance; and
E. Services (i.e. janitorial, fleet operations, landscaping, etc.)

Consultants/ Professional service providers are exempt from having to submit a Safety Prequalification Questionnaire ("SPQ"), prior to the beginning of work, but they are expected to be compliant with industry best practices with regards to maintaining a safe work environment for their employees and others.

IV. Definitions

A. **Contract –** any written agreement between the City of Redlands and a Contractor, to perform a specified scope of work on City facilities. With respect to this policy, a contract includes, but is not limited to: awarded purchase orders, bids, and/ or project contracts.
B. **Construction Work –** construction, alteration, and/or repair, including painting and decorating.
C. **Contractor –** a person or entity (including all personnel) awarded a contract to perform work on City property or facilities.
D. **D.A.R.T Rate –** Injuries and illnesses severe enough to warrant: Days Away, Restrictions and Transfers. The DART rate is calculated using the following formula: Number of OSHA Recordable injuries and illnesses that resulted in Days Away x 200,000/divided by total hours worked by all employees during the year covered.

E. **Designated Work Area –** an area where it is necessary to restrict or limit entry or access of nonessential personnel or the public. Examples include work areas involving remediation abatement, demolition, excavation, and overhead lifting.
F. **Facilities –** any building or property owned by the City of Redlands.
G. **Hazard –** source or situation with a potential for harm in terms of injury or health, damage to property, damage to workplace environment, or a combination of these.
H. **Job Hazard Analysis ("JHA") –** a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. The objective is to eliminate the risk or to utilize control measures to reduce the risk.
I. **North American Industry Classification System ("NAICS") –** is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
J. **Non-compliance –** any deviation from standards, practices, processes, procedures, regulations etc. that could either directly or indirectly lead to injury or illness, property damage, damage to the workplace environment, or any combination of these criteria.
K. **Notice of non-compliance –** form provided to the Contractor by the City alerting the contractor of non-compliance with City specifications, Cal/OSHA regulations, or any other generally accepted safe work practice.
L. **Non-compliant hazardous work condition –** any hazard that is considered to be non-compliant with State or Federal safety and health regulations, City specifications, or any inconsistency with generally accepted work practices.
M. **Personnel –** all Contractor employees, contractors, sub-contractors and agents provided access to City property or facilities.
N. **Recordable Incident** – any injury or illness resulting in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness per OSHA Section 1904.7(a).
O. **Safety Tailgate –** informal safety meeting generally conducted at the job site prior to the commencement of a job or work shift.
P. **Services –** any and all, labor, duties, functions and activities required to be performed by the Contractor under the contract and any subsequent addenda.

V. Responsibilities

RISK MANAGEMENT

A. Update, maintain, and administer this CSP;
B. Maintain centralized records of training, site visit data, written programs, tailgate meetings, permits, and all other necessary contractor related documentation;
C. Provide technical assistance to Engineering personnel;
D. Attend Pre-construction meetings and progress meetings as needed;
E. Provide assistance on safety inspections as needed;
F. Review safety submittals;
G. Provide guidance on pre-qualification determination; and
H. Provide training to affected city personnel with responsibilities under this program.

PROJECT MANAGER (CITY)

The Project Manager has the authority to delegate any or all portions of this CSP to subordinates, but the Project Manager will be held accountable for their compliance. The Project Manager shall contact Risk Management, as necessary, for assistance in relation to this CSP.

A. Ensure safety hazards are addressed in a timely manner;
B. Communicate safety concerns during pre-construction meetings and progress meetings;
C. Inform impacted employees of construction activities scheduled in their work area;
D. Enforce pre-qualification procedures in bidding process; and
E. Ensure this CSP is properly executed.

INSPECTOR (CITY)

The City of Redlands construction inspector is not a safety professional and will only provide "Notice of Non-Compliance" for obvious and serious non-compliant conditions.

A. To the best of their abilities, inspect work sites for safety hazards;
B. Communicate safety concerns to Contractor;
C. Provide Contractor with "Notice of Non-Compliance" when serious conditions occur or repeat violations;
D. Collect documentation needed for construction worksites;
E. Submit documentation to Risk Management for recordkeeping;
F. Maintain photo documentation of safety hazards;
G. Never enter situations that can harm or endanger himself/ herself;
H. Never use personal protective equipment (PPE) or enter situations, which they are not trained for;
I. Contact Emergency Medical Services (911) and Risk Management in case of emergency; and
J. Attend and communicate safety concerns in progress meetings.

EMPLOYEES (CITY)

A. Immediately notify the Project Manager, inspector, or Risk Management of any safety related concerns at a Contractor job site; and
B. Contact Emergency Medical Services (911) and Risk Management in case of emergency.

CONTRACTOR

Where relevant and applicable, the Contractor's responsibilities shall include:

A. Compliance with requirements and responsibilities detailed within the Contractor Safety Program;
B. Ensure all local regulatory requirements are met and all necessary permits are obtained before conducting work on behalf of the City;
C. Designate a Project Safety Official by name who shall be available at all times to abate safety hazards;
D. Ensure all personnel have the appropriate qualifications and training to perform the contracted work (Copies of current training documentation and certifications must be on file with the City);
E. Inform City Project Manager or inspector of any job site safety hazards or concerns;
F. Inform City Project Manager if any suspected asbestos-containing material is located;
G. Conduct and submit Job Hazard Analysis (JHA) before work and as required by change of tasks;
H. Conduct and submit Safety Tailgates on a bi-weekly basis;
I. Provide all required PPE necessary to conduct work safely and in accordance with required local regulations;
J. The safety of all individuals who enter work site;
K. Spill cleanup;
L. Immediately report any incidents, accidents, near misses, unsafe conditions, or unsafe acts involving any jobsite personnel;

M. Arrange for the proper storage and removal of waste generated prior to the completion of job, and provide confirmation that the materials have been removed or disposed of in a manner compliant with all applicable environmental regulations;
N. Removing all equipment used during work activities and ensuring proper housekeeping of designated work area at the end of each workday and upon completion of the job;
O. Contact Emergency Services (911) and Project Manager in the event of an emergency; and
P. For the actions of their subcontractors, as they may pertain to this CSP, including their adherence to its contents and review of this document.

PROJECT SAFETY OFFICIAL (CONTRACTOR)

A. Shall be at the work site at all times;
B. Must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices;
C. Shall be available at all times to abate any potential safety hazards; and
D. Shall have the authority and responsibility to shut down an unsafe operation, if necessary.

VI. Program

SAFETY PREQUALIFICATION PROCESS

A. The safety prequalification process is intended to:
   - Provide the City with knowledge of past and current safety performance of Contractors working on City construction projects;
   - Improve Contractor compliance with City safety rules, including safe work practices required by applicable regulations and laws; and
   - Improve safety during Contractor activities.
B. A copy of the SPQ shall be provided to each person or entity bidding on a project, as part of the bidding process.
C. The completed questionnaire shall be returned and reviewed prior to awarding contract work, with supporting information provided as indicated by responses on questionnaire.
D. The SPQ shall be submitted to: 35 Cajon St., Suite 4
   Redlands Ca, 92373
   Attention: Project Name-Contractor Name-SPQ
E. The following criteria and information relating to the Contractor will be reviewed prior to awarding contract:
   - Contractor License;
   - Incident Rates;
   - OSHA Citations;
   - Safety Policies;
   - Safety Programs and Procedures;
   - Compliance History on City Projects; and
   - Certification Statement.
F. Contractor must qualify in each section to be approved for award of a contract.
G. If a Contractor fails to pass prequalification procedure, the City has the right to disqualify the Contractor's proposal.

H. All costs associated with compliance with City of Redlands prequalification requirements shall be at the sole expense of the Contractor.

I. If a Contractor provides information that is later determined to be false, or improperly withholds information, the Contractor will be immediately disqualified.

J. Any questions or information relating to filing this questionnaire may be answered by reaching:
   - Engineering: (909) 798-7698; or
   - Risk Management: (909) 798-7514

DISQUALIFICATION APPEAL PROCESS

This provision is established pursuant to Public Contract Code section 20101(d) which requires every public agency that requires prospective bidders to prequalify pursuant to the law to establish "a process that will allow prospective bidders to dispute their proposed prequalification rating prior to selection of an alternate bidder." If the City intends to disqualify a bidder based upon the bidder's safety record, the City will notify the bidder in writing and provide the bidder with any supporting evidence that has been received from others or adduced as a result of an investigation by the City. The notice of intention shall be sent by certified mail with return receipt requested or by overnight mail via a delivery service that provides online tracking which identifies the date of the prospective bidder's receipt of the notice, and shall include notice that the bidder has the right to, and may request a hearing to rebut any evidence used as a basis for disqualification and to present evidence to the City as to why the prospective bidder should be found qualified. Requests for a hearing must be made by written request to the City within ten calendar days of the date of the prospective bidder's receipt of the City's notice of intention. If the bidder does not request a hearing within the time allowed, the City's determination shall stand unchallenged and become final.

Within seven calendar days of receiving the bidder's request for a hearing, the City shall notify the bidder in writing of the date, time and place of the hearing. The hearing shall be held no sooner than ten (10) calendar days and no later than fifteen (15) calendar days after the notice is given. The notice shall inform the bidder of its right to present testimony and documents in support of its position.

The hearing shall be conducted before the Redlands City Manager, which may be continued from time to time as reasonably determined by the City Manager, but shall not exceed forty five (45) days. At the conclusion of the hearing, and after considering all testimony and documentation presented, the City Manager shall issue a written decision no later than five calendar days following the hearing. The City Manager's decision shall be final and is not subject to further appeal to the City.

The bidder shall not be entitled to bid on any contracts with the City until it has met the safety pre-qualification standards. If the City Manager approves an appeal, the contractor will have been deemed to meet the qualification standards and it will be valid for one year. The bidder shall have the right to withdraw its application for prequalification or its appeal at any time before the City Manager's decision becomes final. Such withdrawal will not preclude the bidder from re-applying for prequalification.

CONSTRUCTION PROJECTS

A. After a contract is awarded, the Contractor shall maintain, throughout the duration of the project, safety measures as necessary to protect the public and workers within, or in the vicinity of, the designated work zone. This includes an evaluation of the work to be performed and the hazards likely to be encountered. Contractors are expected to follow, at a minimum, all pertinent laws, rules and regulations for the location in which they will be working. Where applicable, Contractor Safety Programs will meet or exceed City programs/ procedures and are subject to review and approval by the City prior to contract execution.

B. Job Hazard Analysis ("JHA")
    1. Prior to a notice to proceed a JHA must be completed utilizing the City's form, or equivalent, to assess the hazards present in the designated work area. Any information requested on the City's form, but not stated on the equivalent form utilized, shall be provided separately with the original submission.
    2. All members of the construction unit must sign the JHA to acknowledge hazard abatement procedures.
    3. JHA must be kept at job site accessible to all impacted personnel.
    4. Failure to follow JHA procedures may lead to termination of the contract.
C. Personal Protective Equipment ("PPE")
    1. All required PPE must be worn at all times during work activities.
    2. All mandatory PPE must be highlighted in the JHA.
    3. PPE shall be provided by the Contractor.
    4. Failure to follow PPE guidelines may lead to termination of the contract.
D. Safety Tailgates
    1. Safety Tailgate Meetings must be held on a biweekly basis for all construction projects.
    2. The first meeting shall take place on Day 1, Week 1 and every other week thereafter.
    3. Tailgates shall be signed by all personnel and submitted to Construction Inspector for recordkeeping.
    4. Tailgate topics should be specific to the scope of work of the project.
E. Injury Reporting
    1. Contractors shall immediately report injuries or accidents to the Project Manager (regardless of severity). Additionally, contractors are responsible for and must also conduct accident investigations of any injuries that occur on site and provide results to the Project Manager.
    2. Use the City Incident Investigation Form (Attachment E), or equivalent, to meet this requirement.
F. Spill Prevention
    1. The Contractor is responsible for any spill within the confines of the project and those outside of the construction limits caused by the Contractor's defective equipment, containers, or personnel.
    2. Secondary spill containment systems shall be used to prevent contamination of the environment.
G. Construction in Occupied Buildings
    1. When building occupants are present during construction projects additional safeguards must be implemented to eliminate exposures and complaints. Dust/ particulates from demolition, sanding and other construction activities must be controlled by adequate ventilation, or containment and negative air ventilation systems based upon the specific type of activity and particle. Similar controls must be utilized for odorous activities including, but not limited to, carpet adhesive, painting, welding, and coatings.
    2. The Contractor shall ensure that the HVAC system is protected in order to prevent contamination. If an HVAC system is unprotected and contaminated by any construction/demolition materials, the Contractor shall be held responsible for the cost of cleaning the system and any subsequent repairs therein.
    3. Negative air ventilation systems shall have appropriate filtration and be exhausted outside of the building.

INSPECTIONS

A. Follow up inspections will be executed to enforce compliance with safety and health requirements.
B. Follow up inspections will be conducted as part of routine site inspections by construction inspector and Risk Management employees.

C. The SPQ aims to provide the City with knowledge of Contractor safety history and safety practices. This minimizes the need for increased frequency of inspections. In addition, the City will take the following guidelines into consideration when determining frequency of inspections.
    1. Scale of project;
    2. The frequency with which the number and types of hazards change as the work progresses;
    3. More frequent inspections will be implemented in the beginning of the project; and
    4. When the Contractor has never worked for the City.

TRAINING/DOCUMENTATION

A. Contractor will ensure that all personnel are properly trained for the scope of work they are assigned, as well as the equipment they will be utilizing.
B. Documentation shall be on file with the City prior to project start.
C. Personnel missing training documentation shall not be permitted to work on awarded City projects.
D. Training requirements are mandated by Federal and State Regulations. This may include, but is not limited, to the programs listed in the SPQ.

NON-COMPLIANCE

A. Contractor compliance issues shall be documented on the "Notice of Non-Compliance" form. A copy of this form shall be provided to Contractor for completion.
B. Upon receipt of the completed "Notice of Non-Compliance" form, the Project Manager and Risk Management will evaluate, based on the incident, and identify, as appropriate, any additional corrective and/or preventive actions for completion.
C. If immediate correction is not feasible, the project will be temporarily stopped until the issue is adequately resolved.
D. City staff with authority to stop work are:
    1. Construction Inspector;
    2. City Project Manager;
    3. City Manager; and
    4. Risk Management staff.
E. Any violation or deviation from safety rules, procedures, or regulations, based on evaluation, may be subject to any and all disciplinary actions listed as follows:
    1. Verbal warning
    2. Written warning-Notice of Non-Compliance (work may not continue until approved corrections are implemented);
    3. Dismissal of non-complying personnel; and/or
    4. Termination of Contract.

The City of Redlands maintains the right to terminate any contract for the violation of safety issues without liability to the City.

CITY PERSONNEL

A. All affected City employees will be informed in advance of any construction related work or other contract work which has the potential for impacting their workplace. Notifications will be made to all affected employees via e-mail or written memo by the Project Manager or designee. Notifications must include the following information:
    1. Start and end dates of the work to be completed;
    2. Work areas to be affected;

3. Description of work to be completed;
4. Name and phone number of Project Manager;
5. Name and phone number of Construction Inspector; and
6. Name and phone number of Risk Management.

B. Employees should be instructed to notify Project Manager regarding logistical issues or other concerns. Safety and Health concerns should be directed to either the Project Manager, Inspector, or Safety Specialist.

VII. Recordkeeping

The City's Human Resources / Risk Management Department will maintain all records prepared in association with this CSP, with copies also place on file with the office of the City Clerk.

VIII. Additional References

https://www.dir.ca.gov/title8/336_10.html

City of Redlands
Acknowledgment of Receipt Statement

I acknowledge by signing this document, that I have received and reviewed the City of Redlands' Contractor Safety Program and understand that it contains important information on the City's policies and procedures regarding employee safety as it pertains to Contractor activities. Furthermore, I acknowledge that failure to comply with any of these procedures may lead to termination of the contract with the City.

_____	_____
Contractor Signature	Contractor Title:
_____	_____
Contractor Name (Print)	Date Signed

If you have any questions regarding this document, please contact the Risk Management Division at (909) 798-7514.

CITY OF REDLANDS
SAFETY PREQUALIFICATION QUESTIONNAIRE

Omitting or reporting false information on this questionnaire may result in disqualification of bid. The City of Redlands reserves the right to conduct random or for-cause audits of information stated in this questionnaire. If deemed necessary, additional documentation may be requested by the City to verify responses on this questionnaire.

SECTION 1 – GENERAL INFORMATION

Company Name:	
Contractor License #:	Expiration Date:
Address:	
City:	State: Zip Code:
Name of Person Submitting Application:	
Title:	Telephone #:
Email Address:	
Identify the highest ranking Safety/Health Professional in your Company:	
Name:	
Title:	Telephone #:

SECTION 2 – INCIDENT RATES & WORKER'S COMPENSATION INFORMATION

INCIDENT RATES **Provide your actual injury and illness data below:**	Provide the NAICS Code Number that best represents your Firm:_____ Provide any additional numbers here: _____

(Provide three full years of data)	Last Calendar	2 Years Ago	3 Years Ago
Number of hours worked by all employees:			
Total Recordable Incident Rate*:			
D.A.R.T. Rate*:			
Total Number of Fatalities:			

Incident Rate = [(Total Recordable Cases X 200,000 hours)/ Number of hours worked by all employees]

D.A.R.T. Rate = [(Total Number of entries for Days Away, Restricted and Job Transfer X 200,000 hours)/ Number of hours worked by all employees]

If your latest incident rates and D.A.R.T. rates are greater than 100% of the industry average for all your NAICS code Numbers Listed, your bid may be disqualified.

The industry average can be found at www.bls.gov

WORKERS' COMPENSATION INFORMATION

1. Provide your Workers' Compensation Experience Modification Rate (EMR) Data:

	Policy Year	EMR
Current EMR*		
1 Year Ago:		
2 Years Ago:		
3 Years Ago:		

* If your current EMR is greater than 1.25, initialing here certifies that you will provide a competent, full- time person or representative responsible for safety for all City projects:_____

* Initialing here certifies that your firm does not have an EMR:_____
(Submit a copy of your firm's Loss Run Reports for the last three years if your firm does not have an EMR.)

Name of your firm's Workers' Compensation carrier:

Phone Number of Workers' Compensation carrier

2. Is your firm self-insured for Workers' Compensation claims?	Yes ❒	No ❒
(If yes, please attach a copy of the latest Annual Report to the State of California Department of Industrial Relations and/or State of California Certificate of Self-Insurance.)		

SECTION 3– CITATION HISTORY

1. Has your firm received any regulatory citations in the last three years?	Yes ❒	No ❒
If yes, please answer the question below.		

2. Were any of the confirmed (Closed) citations classified as Serious, Willful, Repeat, or Failure to abate?	Yes ❒	No ❒
3. If yes, please explain:		
4. Have you abated all of the citations issued to you in the last three years	Yes ❒	No ❒
If no, please explain abatement action plan:		

SECTION 4 – SAFETY POLICIES

	Questions (Please check YES or NO)	YES	NO*
1.	Does your company provide and adhere to a written Illness Prevention Program (IIPP) (CCR Title 8 §3203(a))? If yes, a copy of the program will be required on-hand at the job site throughout the duration of the contract. Please attach a copy to your bid proposal.	☐	☐
2.	Does your company provide and conduct Tailgate Meetings, or equivalent with employees at least every 10 working days. (CCR Title 8 §1509(e))	☐	☐
3.	Does your company have a policy for disciplinary action for unsafe behavior ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203(a)(2))	☐	☐
4.	Does your company provide and abide by a written Code of Safe Practices that relates to your firm's operations. (CCR Title 8 §1509(b)) If yes, a copy of the Code of Safe Practices will be required on-hand at the job site throughout the duration of the contract. Please attach a copy with your bid proposal.	☐	☐
5.	Does your company perform JHAs? (CCR Title 8 §1511(b)	☐	☐
6.	Does your company provide training and retraining programs for ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203 (a)(2), (a)(7)	☐	☐
7.	Does your company provide training and retraining programs for ensuring employee compliance	☐	☐

*Please provide reason(s) for NO answer in the box below or on a separate sheet of paper.

Failure to provide the above-referenced documents will result in the contractor's bid being disqualified.

SECTION 5 – SAFETY PROGRAMS AND PROCEDURES

PLEASE ANSWER ALL QUESTIONS BY CHECKING YES OR NO, AND ATTACHING APPROPRIATE DOCUMENTS THAT MAY APPLY OR AS REQUESTED.

		YES	NO
1.	**Is Confined Space work anticipated in the scope of the work awarded? (If no, please proceed to Question 2)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Confined Space Entry Procedure	☐	☐
	List of personnel authorized on jobsite to work in confined space(s)	☐	☐
	List of personnel authorized on jobsite to serve as Rescue Team	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

2.	**Is work requiring Lockout/Tagout protocols anticipated in the scope of the work awarded? (If no, please proceed to Question 3)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Lockout/Tagout (LOTO) Procedure	☐	☐
	List of personnel authorized on jobsite to perform LOTO	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

3.	**Is work requiring a personal lift anticipated in the scope of the work awarded? (If no, please proceed to Question 4)**	☐	☐
	If yes, please attach the following:	Attached?	
	List of personnel authorized on jobsite to use lifts	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

4.	**Is work requiring a forklift anticipated in the scope of the work awarded? (If no, please proceed to Question 5)**	☐	☐
	If yes, please attach the following:	Attached?	
	List of personnel authorized on jobsite to use a forklift	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

5.	**Is work requiring a crane anticipated in the scope of the work awarded? (If no, please proceed to Question 6)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Crane Program	☐	☐
	Copy of all expected Crane operators' Certifications	☐	☐
	List of personnel designated as Competent under Crane program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

6.	**Is Hot Work (as defined by OSHA) anticipated in the scope of the work awarded? (If no, please proceed to Question 7)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hot Work Procedure	☐	☐
	List of personnel authorized on jobsite to perform Hot Work	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

7.	**Is Trenching/ Excavation work anticipated in the scope of the work awarded? (If no, proceed to Question 8)**	☐	☐
	Is a plan in place for the disposal of all material that cannot be returned to the trench/ excavation?	☐	☐
	Are appropriate materials for barricading or securing work area at jobsite?	☐	☐
	Has a permit from the Department of Industrial Relations for excavations deeper than 5 feet been obtained?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Trenching/ Excavation Procedure	☐	☐
	Copy of Permit if trench is to exceed depth of 5 feet	☐	☐
	List of personnel designated as Competent under Trenching/ Excavation Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

8.	**Is electrical work anticipated in the scope of the work awarded? (If no, proceed to Question 9)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Electrical Safety Program	☐	☐
	List of personnel designated as Competent under Electrical Safety Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

9.	**Is work that may have an arc flash potential anticipated in the scope of the work awarded? (If no, proceed to Question 10)**	☐	☐
	Are all materials required to safely perform arc flash present?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of Arc Flash Procedure	☐	☐
	List of personnel designated as Competent under Arc Flash Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

10.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 11)?**	☐	☐
If yes, please attach the following:		Attached?	
Copy of written Hearing Conservation Program		☐	☐
List of personnel working in high noise areas		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

11.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 12)?**	☐	☐
* Copies of SDS for Chemicals used must be kept at jobsite			
Please attach the following:		Attached?	
Copy of written Hazard Communication Program		☐	☐
List of personnel performing work with chemicals		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐
List trade names of all hazardous materials which you will be using on site:			

12.	**Is work on or adjacent to public roadways anticipated in the scope of the work awarded. (If no, proceed to Question 13)**	☐	☐
Do you have the appropriate provisions (signs, devices, barricades/)		☐	☐
Please attach the following:		Attached?	
Please provide a list of personnel working in traffic areas.		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

13.	**Is it anticipated in the scope of the work awarded that exposure to asbestos is possible? (If no, proceed to Question 14)**	☐	☐
Please attach the following:		Attached?	
Copy of written procedure(s)		☐	☐
List of personnel working with potential exposure to asbestos		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

14.	**Is it anticipated in the scope of the work awarded that exposure to silica is possible? (i.e. sandblasting, concrete demolition, concrete saw cutting, surface grinding, etc.) (If no, proceed to Question 15)**	☐	☐
Please attach the following:		Attached?	
Copy of Silica Control Plan		☐	☐
List of personnel working with potential exposure to silica		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

15.	**Is work at heights anticipated in the scope of the work awarded? (If no, proceed to Question 16)**	☐	☐
Please attach the following:		Attached?	
Copy of written Fall Protection Program		☐	☐
List of personnel designated as Competent under Fall Protection Program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

16.	**Is work requiring the use of respirators anticipated in the scope of the work awarded? (If no, proceed to Question 17)**	☐	☐
Please attach the following:		Attached?	
Copy of written Respiratory Protection Program		☐	☐
List of personnel using respirators		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

17.	**If the scope of work to be performed is not adequately represented by questions (1-16), please list any additional Health & Safety concerns below.**

SECTION 6 – COMPLIANCE HISTORY ON CITY PROJECTS

In addition to the previous sections, Contractors that have previously been awarded work by the City, will be equally evaluated on their compliance history in relation to City projects.

SECTION 7 – CERTIFICATION STATEMENT

I Certify under penalty of perjury that:

a. the information contained herein is true and correct to the best of my knowledge, and

b. no attempt has been made to give false or misleading information or to withhold any information.

Signature of Authorized Representative:	Title of Authorized Representative
Printed Name of Authorized Representative	Date Signed:

NOTICE OF NON-COMPLIANCE

Project: ______________________________

Contractor: ___________________________

Notice of Non-Compliance was issued to Contractor's representative, ____________________________,
Name

on____________at____________.

The following unsafe behaviors were observed at the Contractor's job site:

If the unsafe condition is not immediately corrected, the City of Redlands may take disciplinary action in accordance with the Contractor Safety Program guidelines.

To be completed by Contractor

Corrective action plan to abate hazards:

Unsafe Condition Resolved: Date:__________________Time: __________________

Remarks:

Job Hazard Analysis

Project:			
Company:	Project Safety Official:	Project Manager (City):	
Scope of Work:		Location:	Date:

Tasks	Potential Safety Risks/Hazards	Safety Controls/Mitigat	Required PPE
			☐ Hard Hat ☐ Safety Vest ☐ Safety Glasses/Goggles ☐ Safety Boots ☐ Respirator ☐ Safety Gloves ☐ Face Shield ☐ Fall Protection ☐ Other: _____ _____ _____ _____

Signatures of Employees On-Site this JHA is applicable to:

Employee Signature:	**Print Name:**	**Date:**

INCIDENT INVESTIGATION FORM

Date of Incident:	Time of Incident:	Date Reported:
Lead Investigator:	Contact Information:	
Contractor:	Employee Name:	
Witness 1 Name:	Telephone:	
Witness 2 Name:	Telephone:	
Incident Site/ Location		
Incident Summary:		
Near Miss Yes No	Incident Severity: Minor Significant Major Critical	
Root Cause(s):		
Corrective Actions:		

City Council Meeting **I. 3.**

DATE: 03/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a $236,571 purchase order modification with Enterprise FM Trust for the vehicle lease and maintenance program resulting in a total purchase order amount not to exceed $2,114,876 and a total contract amount not to exceed $4,535,653 and approval of an additional appropriation in the amount of $140,000 (Facilities and Community Services Department Director Crocker)

MOTION(S):

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

I move to approve a purchase order modification for Fiscal Year 2023-24 with Enterprise FM Trust for a vehicle lease and maintenance program in an amount of $236,571 for a total purchase order amount not to exceed $2,114,876 and a total contract amount not to exceed $4,535,653 and approval of an additional appropriation in the amount of $140,000.

RECOMMENDATION:

Staff recommends that the City Council approve a purchase order modification for Fiscal Year 2023-24 with Enterprise FM Trust for a vehicle lease and maintenance program in an amount of $236,571 for a total purchase order amount not to exceed $2,114,876 and a total contract amount not to exceed $4,535,653 and approval of an additional appropriation in the amount of $140,000.

DISCUSSION:

The City of Redlands Equipment Maintenance Division oversees the maintenance of over 470 vehicles and equipment and the maintenance and operations of the city's fuel station at the corporate yard. In July 2019, the City entered into a Master Equity Lease Agreement with Enterprise Fleet Management, Inc. for a light-duty and medium-duty vehicle lease and maintenance program. This agreement has resulted in a structured and methodical vehicle replacement program. The goals of the program are to lower the average age of the fleet; achieve a reduction in net operating costs, as newer vehicles significantly lower maintenance expenses and have increased fuel efficiency; and improve the safety of staff operating city vehicles.

Over the past three years, the automobile industry has experienced unprecedented vehicle shortages nationwide. Over the past few months, the City has begun to receive specialized Police vehicles that were ordered in 2022. The requested purchase order modification is required to account for the lease and down payment amounts related specifically to Police vehicles that are now available. With this purchase order modification increase of $236,571, the purchase order will be for an amount not to exceed $2,114,876 through June 2024 and the total contract shall be in an amount not to exceed $4,535,653.

ALTERNATIVES:

Council may elect not to approve the purchase order modification. However, this will greatly impact the operations of the affected departments.

STRATEGIC PLAN:

Supports Strategic Plan Priority B, Public Health and Safety, Strategic Objective 2 - Police.

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

Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Tricia Swope, Manager, Facilities and Community Services

Fiscal Impact

Fiscal Year:	FY 2023-24
Appropriation Required Y/N:	Y
Amount:	$140,000
Budgeted Y/N:	N
Account No.:	101202.8801

Discussion:

The additional appropriation will be applied to the Police Department Capital Leases fund (101202.8801) for the remainder of FY 2023-24.

Attachments

A. FY 2023-24 Enterprise PO 2400551

B. Additional Appropriation Form

PURCHASE ORDER

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

Purchase Order Number **22400551-005**

Purchase Order Date **08/09/2023**

Department **FACILITIES & COMMUNITY SERVICE**

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 FLEET

FCSD-Fleet Div
1270 W Park Ave
Building E
Redlands, CA 92373

Vendor 200008

ENTERPRISE FM TRUST
ENTERPRISE FLEET MANAGEMENT CUSTOMER BILLING
PO BOX 800089
KANSAS CITY, MO 64180

CHANGE ORDER

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
714-463-7631		200008	12400515	Amber Davis	

NOTES

Fleet - Enterprise Vehicle Lease Program for City
JULY 1, 2023 - JUNE 30, 2024
.
NOT TO EXCEED DOLLAR AMOUNT IS PER YEAR. THIS PO WILL BE CLOSED WHEN THE TOTAL AMOUNT IS EXHAUSTED.
.
PURCHASE ORDER IS YEAR 5 OUT OF A 5 YEAR LEASE.
PURCHASE ORDER AS PER CITY COUNCIL APPROVAL AND MASTER EQUITY LEASE AGREEMENT, MAINTENANCE AGREEMENT, AND MAINTENANCE MANAGEMENT & FLEET RENTAL AGREEMENT DATED JULY 2, 2019.
.
THIS IS A REVISED PURCHASE ORDER AND SUPERSEDES THE PREVIOUS PURCHASE ORDER.
.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	DSD BUILDING & SAFETY LEASE Ship Email:adavis@cityofredlands.org	1.0000	EA	$17,551.3200	$17,551.32
2	DSD BUILDING & SAFETY MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000	EA	$732.8400	$732.84
3	DSD PLANNING LEASE Ship Email:adavis@cityofredlands.org	1.0000	EA	$5,248.4400	$5,248.44
4	DSD PLANNING MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000	EA	$380.0400	$380.04
5	PD22001 PD LEASE Measure T Ship Email:adavis@cityofredlands.org	1.0000	EA	$142,655.4000	$142,655.40
6	PD MAINTENANCE ON AN AS NEEDED BASIS Ship Email:adavis@cityofredlands.org	1.0000	EA	$1,223.3000	$1,223.30
7	FIRE LEASE Ship Email:adavis@cityofredlands.org	1.0000	EA	$146,112.9000	$146,112.90
8	FIRE MAINTENANCE	1.0000	EA	$1,635.1200	$1,635.12

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

Total Ext. Price $1,878,304.27

Purchase Order Total $1,878,304.27

Deana Abramovich-Daniel
PROCUREMENT MANAGER

PLEASE SEE ATTACHED PURCHASE ORDER TERMS AND CONDITIONS

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

1. INVOICES: Each purchase order is to be invoiced separately and all invoices shall be submitted to the billing address as shown on the front of the Purchase Order. All invoices, shipping documents, correspondence, and-related papers must have the purchase order number and consignee shown clearly in their face.

2. PACKAGING AND DRAYAGE: Unless so specified on the Purchase Order and evidenced by a copy of the freight bill attached to the invoice, there shall be no charge to the City for either packaging and/or drayage

3. INSPECTION: All materials and workmanship provided under the terms of the Purchase Order are subject to inspection and test by the City to ensure compliance with the requirements and specifications contained therein. In the event that the goods or services delivered are defective, or are not in conformity with the Purchase Order, the City shall have the right to either reject said goods or services, or require that they be corrected or otherwise brought into conformity with the terms set forth in the Purchase Order.

4. RESPONSIBILITIES: Unless otherwise specified in the Purchase Order, the supplier/contractor shall be responsible for all items covered in said Purchase Order until delivered at the designated delivery point and thereafter accepted by the City. Supplier/contractor shall bear all risks as the goods and services provided until they are finally accepted by the City. Upon the City's notice to supplier/contractor of its rejection of the goods or services provided or the need for the correction thereof. All such defective goods or services shall be removed from City premises, and any and all expenses incurred in the removal and/or correction of such defective goods or services shall be borne entirely by the supplier/contractor.

5. ACCEPTANCE: The City's final acceptance of the goods or services provided under the Purchase Order shall be conclusive except in those instances where a latent defect or fraud is subsequently discovered, or when a supplier/contractor has committed such gross mistakes that they are tantamount to a fraud. The City's failure to inspect and either accept or reject the goods or services delivered shall not relieve the supplier/contractor for the responsibility for strict compliance with the terms and specifications of the Purchase Order.

6. CHANGES: This Purchase Order may, at any time, be changed with regard to the materials or services to be furnished, the quantity ordered, the unit price, discount, delivery point or arrangements, terms or any other matters affecting a valid order. However, in order to be effective, any such change or amendment causes an increase or decrease in the cost of performance hereunder, an equitable adjustment shall be made to reflect the increase or the decrease in the cost thereof. Any such adjustment shall be subject to the written approval of the Purchasing Agent. No variation in the quality, quantity, or coat of any item called for by this Purchase Order Shall be acceptable by the City except in pursuance of a written Change Order approved by the Purchasing Agent.

7. TERMINATION: This Purchase Order may be terminated, in whole or in part, at any time, by written notice to the supplier/contractor. Such termination shall be effective with respect to the quantity, manner, and time specified in such notice. The City shall be liable at the stipulated price only for such materials and/or services as have been delivered and/or rendered and accepted as of the effective date of said written notice. The City shall not be liable for any excess cost arising out of such termination, and failure of the supplier/contractor to cease delivery and/or work upon receipt of such termination notice shall not occasion a claim for extra costs.

8. TIME IS OF THE ESSENCE: In the event that the supplier/contractor fails to perform this Purchase Order within the time specified, the Purchasing Agent may, by written notice, order the supplier/contractor to cease further deliveries and may hold the supplier/contractor liable for any damages caused to the City by reason of such delay. If no time is specified, it is expected that the supplier/contractor shall begin performance within a reasonable time after placement of the order. The City may extend periods of performance if the facts as to the cause of the delay, in sole opinion of the Purchasing Agent, justify such an extension.

9. LIABILTIY: The supplier/contractor shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, and agents from all claims, losses, damages, costs, expenses and suits, in law or in equity, because of personal injury, property damage, or alleged or actual patent infringements, based on the performance of this Purchase Order or asserted against it. Further, supplier/contractor warrants that the City shall not be responsible for any damages that may be claimed by reason or death injury of the person of the supplier/contractor's officer, agents, employees, invitees or licensees or for damage to any property of the supplier/contractor or any other damage that may arise or result at anytime because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed by proximately or otherwise by reason of, or in course of, carrying out this Purchase Order.

10. DISPUTES: All disputes concerning questions of fact which may arise under this Purchase Order under this Purchase Order, and not disposed of by mutual agreement and/or consent, shall be decided by the sole discretion of the Purchasing Agent. All disputes concerning questions of law, which may arise under this Purchase Order, shall be decided under applicable laws of the State of California.

11. PAYMENTS: Payments shall be made upon submission of an itemized invoice, presented in duplicate of the prices stipulated in the Purchase Order and within 30 days of becoming due for supplies delivered and accepted or services rendered and accepted, less deductions if any. When requested by the supplier/contractor, payment on partial deliveries may be made whenever, in the sole discretion of the Purchasing Agent, the surrounding circumstances warrant such partial payment. In the event and, if for any reason, an overpayment is made; the City requires prompt refund of said overpayment by way of supplier/contactor's properly referenced check.

12. LICENSOR: All supplier/contractors who perform work within the City, must have on file at the Redlands City Revenue Office, a current and valid city business license.

13. CONFORMITY WITH SAFETY ORDERS: The goods and/or services covered by this Purchase Order or contract must conform to the safety order of OSHA, CAL-OSHA, and/or NIOSHA and any and all applicable material safety data sheets (MSDS).

14. PREVAILING WAGES: When applicable, the City is subject to the State of California prevailing wage laws as set forth in California Labor Code Section 1770 et seq. The contractor is responsible for determining the appropriate Department of Industrial Relations (DIR) classification for the various employees and subcontractors used for a particular project or service. The rates for each classification are posted on the DIR website at http://www.dir.ca.gov/DIRdatabases.html. All contractors performing work for the City are responsible for abiding by all applicable prevailing wage laws, and must furnish the City with Certified Payroll Records upon request.

Purchase Order # 22400551-005

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
	Ship Email:adavis@cityofredlands.org				
9	FCS ADMIN LEASE Ship Email:adavis@cityofredlands.org	1.0000	EA	$24,224.7300	$24,224.73
10	FCS ADMIN MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000	EA	$1,236.3600	$1,236.36
11	FCS BUILDING MAINTENANCE LEASE Ship Email:adavis@cityofredlands.org	1.0000	EA	$53,054.1400	$53,054.14
12	FCS BUILDING MAINT. MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000	EA	$1,966.3200	$1,966.32
13	FCS22001 PARKS LEASE MEASURE T Ship Email:adavis@cityofredlands.org	1.0000	EA	$61,915.4400	$61,915.44
14	FCS22001 PARKS MAINTENANCE MEASURE T Ship Email:adavis@cityofredlands.org	1.0000	EA	$3,712.5600	$3,712.56
15	FCS24008 PARKS LEASE MEASURE T FY 2023-24 Ship Email:adavis@cityofredlands.org	1.0000	EA	$13,808.7000	$13,808.70
16	FCS24008 PARKS MAINTENANCE MEASURE T FY 2023-24 Ship Email:adavis@cityofredlands.org	1.0000	EA	$950.0400	$950.04
17	FCS STREETS LEASE Ship Email:adavis@cityofredlands.org	1.0000	EA	$9,188.4000	$9,188.40
18	FCS STREETS MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000	EA	$417.0000	$417.00
19	FCS22001 STREETS LEASE MEASURE T Ship Email:adavis@cityofredlands.org	1.0000	EA	$55,406.0400	$55,406.04
20	FCS22001 STREETS MAINTENANCE MEASURE T Ship Email:adavis@cityofredlands.org	1.0000	EA	$3,513.0000	$3,513.00
21	FCS24008 FCS RECREATION & SENIOR SERVICES LEASE MEASURE T FY 2023-24 Ship Email:adavis@cityofredlands.org	1.0000	EA	$13,368.3700	$13,368.37
22	FCS24008 RECREATION & SENIOR SERVICES MAINTENANCE MEASURE T FY 2023-24 Ship Email:adavis@cityofredlands.org	1.0000	EA	$0.0000	$0.00
23	FCS ANIMAL SERVICES LEASE Ship Email:adavis@cityofredlands.org	1.0000	EA	$47,721.1800	$47,721.18
24	FCS ANIMAL SERVICES MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000	EA	$691.8000	$691.80
25	MUED WATER PRODUCTION LEASE Ship Email:adavis@cityofredlands.org	1.0000	EA	$443,963.7000	$443,963.70
26	MUED WATER PRODUCTION MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000	EA	$6,044.8800	$6,044.88
27	FCS SOLID WASTE LEASE Ship Email:adavis@cityofredlands.org	1.0000	EA	$27,110.7600	$27,110.76
28	FCS SOLID WASTE MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000	EA	$1,603.3200	$1,603.32
29	MUED WASTEWATER LEASE	1.0000	EA	$138,959.0600	$138,959.06

Total Ext. Price $1,878,304.27

Purchase Order Total $1,878,304.27

PLEASE SEE ATTACHED PURCHASE ORDER TERMS AND CONDITIONS

Purchase Order # 22400551-005

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
	Ship Email:adavis@cityofredlands.org				
30	MUED WASTEWATER MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000	EA	$1,919.5800	$1,919.58
31	FCS GROVES LEASE Ship Email:adavis@cityofredlands.org	1.0000	EA	$15,649.3200	$15,649.32
32	FCS GROVES MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000	EA	$911.0400	$911.04
33	FCS CEMETERY LEASE Ship Email:adavis@cityofredlands.org	1.0000	EA	$43,854.1800	$43,854.18
34	FCS CEMETERY MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000	EA	$1,398.2400	$1,398.24
35	FCS EQUIPMENT MAINT. DIV LEASE Ship Email:adavis@cityofredlands.org	1.0000	EA	$14,047.3200	$14,047.32
36	FCS EQUIPMENT MAINT. DIV MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000	EA	$803.5200	$803.52
37	CMO HOMELESS SOLUTIONS LEASE Ship Email:adavis@cityofredlands.org	1.0000		$21,164.4000	$21,164.40
38	CMO HOMELESS SOLUTIONS MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000		$733.6800	$733.68
39	PD22001 PD MAINTENANCE MEASURE T Ship Email:adavis@cityofredlands.org	1.0000		$205.0000	$205.00
40	PD LEASE Ship Email:adavis@cityofredlands.org	1.0000		$241,718.5800	$241,718.58
41	DSD Planning Parts Ship Email:adavis@cityofredlands.org	1.0000		$242.5500	$242.55
42	MS IT Lease Ship Email:adavis@cityofredlands.org	1.0000		$9,990.2500	$9,990.25
43	MS IT Maint Ship Email:adavis@cityofredlands.org	1.0000		$69.3100	$69.31
44	MUED WATER PRODUCTION DMV FEES Ship Email:adavis@cityofredlands.org	1.0000		$14,715.5400	$14,715.54
45	FCS PARKS LEASE Ship Email:adavis@cityofredlands.org	1.0000		$97,060.1400	$97,060.14
46	FCS PARKS MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000		$1,942.2000	$1,942.20
47	FCS RECREATION & SENIOR SERVICES LEASE Ship Email:adavis@cityofredlands.org	1.0000		$17,966.4100	$17,966.41
48	FCS RECREATION & SENIOR SERVICES MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000		$316.6800	$316.68
49	MUED ADMIN LEASE Ship Email:adavis@cityofredlands.org	1.0000		$115,296.2400	$115,296.24
50	MUED ADMIN MAINTENANCE	1.0000		$3,099.3600	$3,099.36

Total Ext. Price	$1,878,304.27
Purchase Order Total	**$1,878,304.27**

PLEASE SEE ATTACHED PURCHASE ORDER TERMS AND CONDITIONS

Purchase Order # 22400551-005

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
	Ship Email:adavis@cityofredlands.org				
51	PD DMV FEES Ship Email:adavis@cityofredlands.org	1.0000		$14,746.1900	$14,746.19
52	FIRE DMV FEES Ship Email:adavis@cityofredlands.org	1.0000		$3,982.0200	$3,982.02
53	FCS BUILDING MAINT. DMV FEES Ship Email:adavis@cityofredlands.org	1.0000		$1,661.1400	$1,661.14
54	FCS PARKS DMV FEES Ship Email:adavis@cityofredlands.org	1.0000		$6,593.7000	$6,593.70
55	FCS RECREATION & SENIOR SERVICES DMV FEES Ship Email:adavis@cityofredlands.org	1.0000		$1,246.8000	$1,246.80
56	FCS ANIMAL SERVICES DMV FEES Ship Email:adavis@cityofredlands.org	1.0000		$1,408.4600	$1,408.46
57	MUED WASTEWATER DMV FEES Ship Email:adavis@cityofredlands.org	1.0000		$5,438.3500	$5,438.35
58	FCS CEMETERY DMV FEES Ship Email:adavis@cityofredlands.org	1.0000		$1,707.5800	$1,707.58
59	CMO HOMELESS SOLUTIONS DMV FEES Ship Email:adavis@cityofredlands.org	1.0000		$468.4000	$468.40
60	MUED ADMIN DMV FEES Ship Email:adavis@cityofredlands.org	1.0000		$4,704.7000	$4,704.70
61	DSD BUILDING & SAFETY DMV FEES Ship Email:adavis@cityofredlands.org	1.0000		$472.6000	$472.60
62	MS IT DMV FEES Ship Email:adavis@cityofredlands.org	1.0000		$465.9500	$465.95
63	FCS AIRPORT LEASE Ship Email:adavis@cityofredlands.org	1.0000		$7,372.6800	$7,372.68
64	FCS AIRPORT MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000		$537.0000	$537.00

Total Ext. Price	$1,878,304.27
Purchase Order Total	**$1,878,304.27**

PLEASE SEE ATTACHED PURCHASE ORDER TERMS AND CONDITIONS

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 3/19/24

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Police Department

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Capital Leases	101202	8801		$ 140,000.00
				$ $ 140,000.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ $ 0.00

JUSTIFICATION: Increase in expenses related to Enterprise Lease Program - new PD Patrol vehicles

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk