CITY OF REDLANDS
CITY COUNCIL

A G E N D A

FEBRUARY 6, 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 meetings of the City Council of the City of Redlands and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

TUESDAY, FEBRUARY 6, 2024

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

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

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

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

- **To provide comment while participating from Council Chambers:**
  - Although it is not required, speakers are encouraged to submit a "Speaker Sign Up Sheet" before the meeting is convened. Forms are available in the Office of the City Clerk or in Council Chambers.
  - After the meeting has convened, you may place the speaker form in the basket at the table along the north wall of the Chambers. Please do not disturb the City Clerk while the meeting is in progress.
- **To provide comment through Zoom (on a computer, laptop, or smart device)**:
  - Click the "Raise Hand" button and the moderator will unmute you when it is your turn to speak
- **To provide comment via audio only (cell phone or landline)**:
  - Dial *9 to "Raise Hand". The moderator will identify you by your area code and last 3 numbers of your telephone number when it is your turn to speak.



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

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5:00 P.M.

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

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

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

1. Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Garcia)
Two Cases:

   a. California Department of Housing and Community Development v. Shangri-la Industries, LLC, et al., Los Angeles Superior Court, Case No. 24STCV00629

   b. City of Redlands v. Coyote Aviation, Inc., San Bernardino Superior Court, Case No. LLTVA2200544

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

Property:	APN 0292-063-38-0000; (former Goodnight Inn)
Agency Negotiators:	Charles M. Duggan, Jr., City Manager; Chris Boatman, Assistant City Manager
Negotiating Party:	Andrew Meyers Abdul-Wahab; 1675 Industrial Park, LP.
Under Negotiation:	Terms of payment and price for possible purchase of property by the City.

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6:00 P.M.

D. **Reconvene City Council Meeting**

E. ***Invocation by Council Member Guzman-Lowery***
The Civil Air Patrol Color Guard will present colors and lead the Pledge of Allegiance
(In keeping with long-standing traditions of legislative invocations, this City Council meeting may include a brief invocation. Such invocations are not intended to proselytize or advance any one, or to disparage any other, faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.)

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

G. **Presentations**

1. Redlands Pet Adoption (Redlands Animal Services)

2. Presentation of Black History Month proclamation to Jina Imani, Josiah Bruny, Ken Ford, Joe Richardson, and Pastors Dr. Jackie Green and Anthony Green

3. Recognition of Achievement certificate presented to Esteban Matute for Eagle Scout ranking

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

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

1. Approve the regular meeting minutes of January 16, 2024, and the special meeting minutes of January 16, 2024 (City Clerk Donaldson)

2. Authorize issuance of a proclamation declaring the month of February to be Black History Month in the City of Redlands (Council Member Davis)

3. Approve Amendment No. 4 to the San Bernardino Associated Governments Joint Powers Authority Agreement, and approve the incremental increase in member dues to $50,139 (City Manager Duggan)

4. Adopt Resolution No. 8524 approving the destruction of certain public records in the City Manager's Office (Assistant City Manager McConnell)

5. Approve the Side Letter of Agreement between the City and Teamsters Local 1932 modifying language in Article 27 of the Memorandum of Understanding to clarify sick leave benefits at the time of retirement (Assistant City Manager McConnell)

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6. Accept the 2021 Homeland Security Grant Program Funding award in the amount of $18,679 for the purchase of portable radios and authorize an additional appropriation for the same amount (Fire Chief Sessler)

7. Approve the sole source purchases of the Collision Report Writer application from Crossroads Software in the amount of $39,900, and the Spillman Crossroads Accident Computer Aided Dispatch (CAD) Interface from Motorola Solutions in the amount of $37,612.23 for a total cost of $77,512.23 (Police Chief Tolber)

8. Approve the Agreement with CRS Redlands for $180,000, paid from the Encampment Resolution Funding Grant, to provide temporary shelter beds to the homeless, and determine that the agreement is exempt from environmental review pursuant to Section 15301 of the State's Guidelines for Implementing the California Environmental Quality Act (Assistant City Manager Boatman)

9. Approve a $51,684.08 sole source purchase from Thermo Fisher Scientific, LLC for laboratory equipment (Municipal Utilities and Engineering Director Harris)

10. Approve a Non-Professional Services Agreement with R&J Construction LLC for the Wastewater Control Building Remodel Project, in an amount not to exceed $70,000 and determine that this project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

11. Approve a Cooperative Agreement with the San Bernardino County Flood Control District; and a Second Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc. to extend the project completion to December 31, 2024, and increase the agreement amount by $162,415, for the California Street and Redlands Boulevard Intersection Widening Project, and determination that these actions are exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

12. Approve the Equipment Rental Agreement with C5 Equipment Rentals for the 5-month rental of a D8 Dozer in the amount of $90,000, and a sole source purchase order and that approval of the rental agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of CEQA Guidelines (Facilities and Community Services Director Crocker)

13. Approve a Professional Services Agreement with Community Works Design Group for the design of the City's Sylvan Park BMX Pump Track project for an amount not to exceed $99,279, approve an additional appropriation in the amount of $99,279, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15301 of the State's Guidelines Implementing the California Environmental Quality Act(Facilities and Community Services Director Crocker)

14. Approve the Facility Use Agreement with Civil Air Patrol, Redlands Cadet Squadron 411 at the Redlands Municipal Airport for a period of 5 years (Facilities and Community Services Director Crocker)

15. Approve the Facility Use Agreement with the AARP Foundation for use of the Community Center and Joslyn Senior Center to provide tax assistance and a driver safety program to senior citizens and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act Guidelines (Facilities and Community Services Director Crocker)

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J. **Communications**

1. Annual Report of the Airport Advisory Board by Chair Jason Golembeski (Facilities and Community Services Director Crocker)

2. Annual Report of the Street Tree Committee by Vice Chair Christine Sedmack (Facilities and Community Services Diretor Crocker)

3. Conference Report- 2024 League of California Cities Mayors and Council Members Academy (Council Member Saucedo)

4. Discussion and possible action relating to the Bicycle Rideshare Program (Facilities and Community Services Department Director Crocker)

K. **New Business**

1. Consideration of the 2024-2025 Community Development Block Grant Program Year proposed project listing, and authorization for submittal of the 2024-2025 Cooperating City Recommended Projects Form to the County of San Bernardino Community and Housing Division (Development Services Director Desatnik)

2. Consideration of a Public Work Contract with Matich Corporation for the Pavement Management Program (PMP) 2023 Street Resurfacing Project for an amount not-to-exceed $4,381,606, approval of a $381,606 additional appropriation from the unassigned PARIS Fund balance, and determination that the Project is categorically exempt from environmental review pursuant to Section 15301 of the State's Guidelines for Implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

3. Consideration of a purchase order modification with Enterprise FM Trust for a vehicle lease and maintenance program for an amount not to exceed $1,878,305, and approval of the list of authorized signers for the Enterprise Fleet Management Program (Facilities and Community Services Department Director Crocker)

4. Consideration of an Assignment and Assumption Agreement between the City of Redlands, Southern California Fleet Services, Inc., and SVT Fleet, LLC, for Onsite Fleet Maintenance and Repair Services (Facilities and Community Services Director Crocker)

5. Adoption of Resolution No. 8547, amending Resolution No. 8331 and rescinding Resolution No. 8496, to approve the First Amendment to the Agreement with P & S Truck Center for heavy-duty truck repair parts, increasing the total compensation to an amount not-to-exceed $147,854; and a Second Amendment to the Agreement with Ken Grody Ford for Ford Original Equipment Manufacturer (OEM) parts and repair services, increasing the total compensation to an amount not-to-exceed $524,242 and make the determination that adoption is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act Guidelines (Facilities and Community Services Director Crocker)

6. Consideration of the Public Work Contract with Superior Roofing Systems, Inc. for an amount not-to-exceed $260,925 for the Citrus Center Building Roof Repairs Project, approval of an additional appropriation in the amount of $287,017, and determination that the project is exempt from environmental review pursuant to Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

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

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M. **Adjournment**

The next regular meeting of the City Council will be held on February 20, 2024.

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

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

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City Council Meeting **I. 1.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of January 16, 2024, and the special meeting minutes of January 16, 2024 (City Clerk Donaldson)

MOTION:

I move to approve the regular and special meeting minutes of January 16, 2024.

Attachments

Regular meeting minutes of January 16, 2024

Special meeting minutes of January 16, 2024

MINUTES

Regular meetings of the City Council and the Redlands Financing Authority of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on January 16, 2024 at 5:00 P.M.

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

Staff: Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; 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

Mayor Tejeda called the meeting to order at 5:07 p.m. and explained that comments could be presented in-person, via Zoom, via cell phone or landline. The Mayor read a statement summarizing a timeline related to the ground lease of Coyote Aviation, Inc. and then offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

Coyote Aviation - Seven people, including Joel Rothschild, Carol Brown, Gil Brown, Scot Weiner, Michael Paisner, Eric Paul, and Barry Neumayer voiced their displeasure with the City's treatment of Coyote Aviation, stating they thought it seemed the City was determined to unfairly shutter the local business. The group suggested that the Council may be receiving misinformation, and they urged them to diligently review everything again and renegotiate the lease. They asked the City to stop the eviction proceedings and respect the personal property at stake.

CLOSED SESSION

Conference with legal counsel: Initiation of Litigation - Government Code §54956.9(d)(4): Two (2) Cases.

Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Garcia)
Four Cases:

a. City of Redlands v. Coyote Aviation, Inc., San Bernardino Superior Court, Case No. LLTVA2200544

b. Scates v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB 2127794

c. Rogers, et al. v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2126031

d. California Department of Housing and Community Development v. Shangri-la Industries, LLC, et al., Los Angeles Superior Court, Case No. 24STCV00629

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

Property:	APNs 0292-063-38-0000
Agency Negotiators:	Charles M. Duggan, City Manager; Chris Boatman, Assistant City Manager
Negotiating Party:	Andrew Meyers Abdul-Wahab; 1675 Industrial Park, LP
Under Negotiation:	Terms of payment and price for possible purchase of property by City.

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:46 P.M. with Mayor Tejeda leading the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

City Attorney Garcia announced, under Item C-1, Consideration of Two Cases of Initiation of Litigation, the City Council unanimously authorized in the first case, by motion of Council Member Saucedo and seconded by Mayor Pro Tem Barich, to initiate litigation, which once filed will be available in the City Clerk's office. There was no reportable action in the second case of Initiation of Litigation. Furthermore, she announced there was no reportable action on all remaining items under Closed Session.

PRESENTATIONS

Proclamation Declaring January 5th as a Day of Remembrance

Gail Howard and the families of Quinn McCaleb and Andrew Jackson accepted Proclamations from Mayor Tejeda and Mayor Pro Tem Barich, declaring January 5th as a Day of Remembrance of the Lives of Quinn McCaleb and Andrew Jackson, victims of a tragic act of gun violence at the Cinnamon Creek Apartments on the night of January 5, 2011. Each Council Member read from the proclamation as a way to honor and remember the victims and their families.

PUBLIC COMMENT

Open Government - Stephen Rogers read from an email sent to the City Council earlier in the day, concerning an LA Times article indicating that the State's housing department has filed suit for $114 million against Shangri-La Industries, LLC, and has named as defendants the cities that applied with the developer for the grants, including Redlands. Mr. Rogers went on to say he thought this was evidence that the City's projects are being mishandled by unqualified staff, who do not have the appropriate training or engineering background to manage the

due diligence process, valuation and appraisals involving the city's numerous real property transactions, and construction contract development. In response, City Manager Duggan expressed with strong displeasure, the unsubstantiated use of the word fraudulent made by Mr. Rogers and urged him to stop attacking staff.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the regular meeting minutes of December 19, 2023.

Vote: 5 - 0 Passed

Proclamation Declaring January 5th as a Day of Remembrance

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring January 5th as a Day of Remembrance of the Lives of Quinn McCaleb and Andrew Jackson, victims of the tragedy at the Cinnamon Creek Apartments.

Vote: 5 - 0 Passed

2024 Utilities Advisory Committee Appointments

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously appointed, by roll call vote, the following individuals to serve two-year terms on the 2024 Utilities Advisory Committee ending January 16, 2026: Desiree Reyes, Brandon Lopez, Sid Jain, Aholibama Ojeda, Dan Jimenez, John James and Richard Corneille.

Vote: 5 - 0 Passed

Resolution No. 8541 CFD Annexation No. 29

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8541, Annexation No. 29 declaring intent to annex territory into Community Facilities District 2004-1. A public hearing is scheduled for the City Council meeting on February 20, 2024.

Vote: 5 - 0 Passed

Purchase and Installation Bay Doors at Fire Stations

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a non-professional services agreement with JT Lewis, Inc. doing business as National Garage Door in the amount of $490,205 for the purchase and installation of bay doors at Fire Stations 261, 262, and 263.

Vote: 5 - 0 Passed

Amazon Fulfillment Center Donation

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously authorized, by roll call vote, a donation of sixteen (16) CTECHi ST2000 portable power stations valued at $25,584 from Amazon Fulfillment Center ONT9; and approved an additional appropriation in such amount for the same.

Vote: 5 - 0 Passed

Reject Bids Streetlight Poles, Bollards, & Fixtures Painting

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously rejected, by roll call vote, all Bids for Streetlight Poles, Bollards, and Fixtures Painting Project FCS10022023JBII, to permit staff to augment the bid specs and re-post on the bid board.

Vote: 5 - 0 Passed

In-Kind Request Stronger Together Now Giving Sunday February 25, 2024

Facilities and Community Services Director Crocker introduced the request for a street closure of a portion of 5th Street from 9:00 a.m. to 7:00 p.m. and a request for commercial vendors for the Giving Sunday Event, hosted by Stronger Together Now (STN) to be held on February 25, 2024, within Ed Hales Park. Staff recommended expenditure of city resources and in-kind support in the amount of $1,969 related to the event.

As public comment, MaLynda Cooper, Michael Paisner, Ulysses Mora, Titus R. Smith, and Janelle Guerrero voiced their support of the group's efforts to be a positive force, and they added the Giving Sundays events promote peace, unity and inclusion within the community. Joshua Hall opposed granting the request because, in his opinion, the events promoted the LGBTQ+ agenda. Council Member Guzman-Lowery clarified that STN holds events throughout the region, not just in Redlands. 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.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that this event is categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act; authorized the closure of a portion of 5th Street from 9:00 a.m. to 7:00 p.m. on February 25, 2024; and approved the expenditure of city resources and in-kind support in the amount of $1,969.00 related to the event for the Stronger Together Now Giving Sunday within Ed Hales Park.

Vote: 5 - 0 Passed

Sale of South Mountain Water Company Shares

Municipal Utilities and Engineering Director Harris provided background of the Agreement to sell 250 South Mountain Water Company shares to The Dangermond Park Foundation for $125,000, fifteen (15) South Mountain Water Company shares to the Yucaipa Valley Water District for $7,500. In February 2023, the City Council authorized the City Manager to solicit purchase offers and terms for the sale of all or a portion of the City's 911 SMWC shares. After conducting a thorough due diligence process, the Dangermond Park Foundation (DPF) offered to purchase 250 of the City-owned SMWC shares for $500 per share, for a total purchase price of $125,000. Approval of the DPF Agreement will reduce the number of SMWC shares owned by the City to 661.

An unsolicited proposal from the Yucaipa Valley Water District (YVWD) stating that YVWD was interested in purchasing the City's 661 remaining SMWC shares but was currently conducting its pre-purchase due diligence effort. They requested to purchase fifteen of the City's remaining SMWC shares for $500 per share, for a total of $7,500, to allow YVWD representatives to attend the 2024 SMWC Annual Stockholders Meeting while they finalize their due diligence effort. As public comment, Stephen Rogers was unclear whether proper due diligence was performed and thought this item did not belong on the Consent Calendar. Bruce Laycook said the staff report was thorough and explained that YWD was performing the proper due diligence, and he supported the City selling the shares.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that approval of the Stock Sale Agreements to sell two hundred and fifty (250) South Mountain Water Company shares to The Dangermond Park Foundation for a total sale price of $125,000, and fifteen (15) South Mountain Water Company shares to the Yucaipa Valley Water District is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; approved a Stock Sale Agreement to sell 250 South Mountain Water Company shares to The Dangermond Park Foundation for a total sale price of $125,000; and approved a Stock Sale Agreement to sell fifteen (15) South Mountain Water Company shares to the Yucaipa Valley Water District for a total sale price of $7,500.

Vote: 5 - 0 Passed

COMMUNICATIONS

Parks and Recreation Advisory Commission Annual Report

Chair Doug Gonzales presented the Annual Report of the Parks and Recreation Advisory Commission (PRC). He shared notable achievements of the Commission including, the acceptance of the 'Peloton Takes the Curve' sculpture generously offered by the talented Kathleen King-Page with an installation which coincided with the 2023 Redlands Bicycle Classic event, and the approval of a proposal for the donation of the Orange Street Alley umbrellas to enhance the aesthetic appeal of the downtown. The Commission recommended the initiation of plans for the development of a BMX pump track at Sylvan Park and the initiation of plans for a comprehensive redesign of Texonia Park. They accomplished the

approval of field allocations for both the Summer/Fall and Winter/Spring seasons, ensuring organized sporting activities, and lastly, they recommended for approval the vendor lists for Morning Market to foster a vibrant and diverse marketplace for the community. Council Member Saucedo congratulated the Commission on their commitment to the city.

2024 Regional SCAG Conference Voting Delegate

Mayor Tejeda opened the discussion to consider designating a Voting Delegate to represent the City at the 2024 Regional Conference of the Southern California Association of Governments (SCAG) and General Assembly in Palm Desert. As public comment, Stephen Rogers stated that SCAG was one of the most important agencies in the region, and he was disheartened that Mayor Tejeda was not attending the conference. Council Member Saucedo reminded everyone this item was to consider the selection of a voting delegate and any Council Member could attend. Mayor Tejeda stated he had every confidence in Council Member Saucedo and Mayor Pro Tem Barich echoed the sentiment. He looked forward to attending, as did Council Member Davis.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously designated, by roll call vote, Council Member Mario Saucedo to serve as the voting delegate at the 2024 Regional Conference of the Southern California Association of Governments (SCAG); and designated Mayor Pro Tem Barich to serve as the alternate voting delegate at the 2024 Regional Conference of the Southern California Association of Governments (SCAG).

Vote: 5 - 0 Passed

PUBLIC HEARINGS

Resolution No. 8540 Weed Abatement Proceedings

Mayor Tejeda declared the meeting open as a public hearing and called on Fire Marshal Vince Anderson, who reported on the Council action taken December 19, 2023 declaring weeds to be a public nuisance, and he detailed a report of Resolution No. 8540, overruling objections and proceeding with abatement of subject properties. Upon no further comments, Mayor Tejeda closed the Public Hearing. Council Member Saucedo thanked Fire Marshal Anderson for his diligent efforts to keep the city safe.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously adopted, by roll call vote, Resolution No. 8540, overruling objections and proceeding with the abatement of subject properties.

Vote: 5 - 0 Passed

NEW BUSINESS

Termination Agreement Citibank & Reimbursement Agreement Property One, LLC

Assistant City Manager Boatman presented the Termination Agreement with Citibank, N.A. and the Reimbursement Agreement with Property One, LLC. The City partnered with Citibank to locate an alternative, mutually beneficial location. The suite is the largest in the building and is planned to house the future City Council Chambers, the Permit Center, and the City Clerk's office. Staff worked closely with Property One, LLC and Citibank to explore options for relocation. Citibank determined that there was a benefit to relocating to 333 Orange Street after FedEx relocates into the adjacent, new building. To facilitate the relocation, the City will contribute $1,100,000 toward tenant improvements to the new Citibank facility. This amount is only a portion of the total tenant improvement costs. However, the support in offsetting costs is necessary to facilitate the relocation of Citibank. With the Reimbursement and Termination agreements, Property One LLC will initiate renovations to 333 Orange Street once FedEx relocates to its new building. The move is anticipated to occur in the second half of 2025, at which time the City will complete renovations to the current Citibank tenant suite at the new City Hall. The City will work closely with Citibank and Property One, LLC to ensure a smooth transition and will make every effort to move up the time frame, if possible.

As public comment, Stephen Rogers said he was unaware the City purchased 300 E State Street, and he wondered why an engineer was not overseeing this project. Joshua Hall stated he thought the City should be spending money on improving services rather than on a new city hall. Assistant City Manager Boatman clarified that the City Engineer and his staff have been working closely on this project and have attended all monthly meetings. The expense will be offset through a release of the Future Facilities reserve in the General Fund. The current available balance is $24,811,486.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the Termination Agreement with Citibank, NA, and the Reimbursement Agreement with Property One, LLC; determined that the Reimbursement Agreement with Property One, LLC serves a public benefit because the funds will be used to relocate Citibank, NA from its current location at the future City Hall, located at 300 E State Street, to its new location at 333 Orange Street, thereby vacating space required by the City for development of the future City Hall facility; and approved the additional appropriation of $1,100,000.00.

Vote: 5 - 0 Passed

Landfill Gas Engineering Support, Stormwater Compliance & On-Call Services

Facilities and Community Services Department Director Crocker introduced an agreement with American International Environmental Inc. to provide consulting services for landfill gas engineering support, stormwater compliance services, on-call services and reporting for the California Street Landfill in an amount not-to-exceed $448,877 for a period of one year, with two additional one-year renewal options for a total compensation amount not-to-exceed $1,346,631. Sufficient funding for this service is included in the Solid Waste Division's budget for fiscal year 2023-2024 as approved by City Council.

On motion of Council Member Mario Saucedo, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that the agreement with American International Environmental Inc. is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the agreement with American International Environmental Inc. to provide consulting services for landfill gas engineering support, stormwater compliance services, on-call services and reporting for the California Street Landfill in an amount not-to-exceed $448,877 for a period of one (1) year, with two (2) additional one-year renewal options for a total compensation amount not-to-exceed $1,346,631.

Vote: 5 - 0 Passed

Processing Commingled Recyclable Material

Facilities and Community Services Director Crocker reviewed the need for an agreement with Burrtec Waste Industries, Inc. to provide processing of commingled recyclable material in an amount not-to-exceed $624,346 for a period of one year, with two additional one-year renewal options for a total agreement amount not-to-exceed $2,057,659. As public comment, Stephen Rogers wondered whether recyclables were processed in the past, and he urged the City to add this under the engineering function and not under the purview of FCS. Assistant City Manager Boatman explained that that City has maintained a contract for recycling services and has maintained engineering contracts to be in full compliance with the regulations governing the Landfill.

On motion of Council Member Mario Saucedo, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the agreement with Burrtec Waste Industries, Inc. to provide processing of commingled recyclable material in an amount not-to-exceed $624,346 for a period of one year, with two additional one-year renewal options for a total agreement amount not-to-exceed $2,057,659.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Pro Tem Barich and Council Member Saucedo proudly represented the city for the Grand Opening/Ribbon Cutting event at the Public Safety Training Center of Crafton Hills College.

Council Member Saucedo announced that the Community Day of Service was scheduled for March 9, 2024.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:07 P.M. The next regular meeting of the City of Redlands City Council will be held on February 6, 2024.

REDLANDS FINANCING AUTHORITY

Chairperson Tejeda called the meeting to order and offered anyone present the opportunity to address the Board on any subject, not already on the agenda, within the jurisdiction of the Redlands Financing Authority.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Board Member Davis, seconded by Vice Chair Barich, the minutes of the regular meeting of September 19, 2023 were unanimously approved by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Redlands Financing Authority adjourned at 8:08 P.M. The next regular meeting of the Agency will be held on May 21, 2024.

MINUTES

Special meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on January 16, 2024 at 4:30 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; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Tabitha Crocker, Facilities and Community Services Director

Mayor Tejeda called the special meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline. He offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

Conference with legal counsel: Initiation of Litigation - Government Code §54956.9(d)(4):
Two (2) Cases.

Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Garcia)
Three Cases:

a. Scates v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB 2127794

b. Rogers, et al. v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2126031

c. California Department of Housing and Community Development v. Shangri-la Industries, LLC, et al., Los Angeles Superior Court, Case No. 24STCV00629

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

Property:	APNs 0292-063-38-0000
Agency Negotiators:	Charles M. Duggan, City Manager; Chris Boatman, Assistant City Manager
Negotiating Party:	Andrew Meyers Abdul-Wahab; 1675 Industrial Park, LP
Under Negotiation:	Terms of payment and price for possible purchase of property by City.

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 5:07 P.M.

CLOSED SESSION REPORT

There was no reportable action taken during the closed session.

ADJOURNMENT

The special meeting adjourned at 5:07 P.M.

City Council Meeting **I. 2.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of February to be Black History Month in the City of Redlands (Council Member Davis)

MOTION:

I move to authorize the issuance of a Proclamation declaring the month of February to be Black History Month in the City of Redlands.

Attachments

Black History Proclamation 2024

PROCLAMATION

Black History Month

WHEREAS, Black History Month, celebrated annually during the month of February, was created by Carter G. Woodson in 1926 to highlight the contributions and accomplishments made by the Black community to our Nation, which until then had been omitted; and

WHEREAS, ISRAEL BEAL, born into slavery April 10, 1848, was freed from slavery by the Emancipation Proclamation issued by President Abraham Lincoln in 1863 and served as a teamster who traveled with the U.S. Army. He was a Redlands pioneer, property owner, builder, and business owner, also contributing to the construction of early churches in Redlands, the City's reservoir, the original Big Bear Dam, and planting the 160-acre vineyard which now makes up part of the University of Redlands campus; and

WHEREAS, the City of Redlands takes this month to recognize the oldest and first African American Church in the San Bernardino Valley, the Second Baptist Church, founded in 1891 and incorporated in 1899, which has provided in its subsequent 133 years much needed spiritual leadership and resources within the Redlands community regardless of race, ethnicity, or class; and

WHEREAS, since 2009, the nonprofit organization Music Changing Lives has offered programs at our community center for music and art enrichment programs, paired with academic support to underprivileged and at-risk youth along with community mural projects that have a positive impact on the youth of our community. They continue to serve the city in a way that honors and uplifts the importance of diversity, equity, and inclusion; and

WHEREAS, we too take this time to recognize Esri Chief Scientist Dawn Wright, who in 1991 became the first Black female to dive to the deep ocean floor in a research submersible and in 2022 became the first Black person of any gender to dive the very deepest part of the entire world ocean (10,919 m to Challenger Deep); and

WHEREAS, in our recognition of Black History Month and these great local accomplishments, we reflect on the large strides that we have made to ensure freedom for all people regardless of race, color, or creed in the pursuit of life, liberty, and happiness;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby declares the month of February 2024 as Black History Month, and hereby encourages its residents to fight racism, intolerance and prejudice through education, kindness, compassion, and understanding.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 6th day of February 2024.

Eddie Tejeda, Mayor

Denise Davis, Council Member

Attest:

Jeanne Donaldson, City Clerk

City Council Meeting **I. 3.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Amendment No. 4 to the San Bernardino Associated Governments Joint Powers Authority Agreement, and approve the incremental increase in member dues to $50,139 (City Manager Duggan)

MOTION(S):

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

I move to approve Amendment No. 4 to the San Bernardino Associated Governments Joint Powers Authority Agreement and approve the incremental increase in member dues to $50,139.

RECOMMENDATION:

Staff recommends City Council approve Amendment No.4 to the San Bernardino Associated Governments Joint Powers Authority Agreement and approve the incremental increase in member dues to $50,139.

DISCUSSION:

The San Bernardino Council of Governments (SBCOG) speaks with a collective voice on important issues that affect its member agencies. Representatives from cities and towns, including the City of Redlands, and the San Bernardino County Board of Supervisors have a seat on SBCOG Board of Directors. Recognizing that many issues and concerns are not constrained by political boundaries, the goal of the SBCOG is to ensure a collaborative approach is taken on regional issues.

In January 2024, staff was informed that the San Bernardino Council of Government, acting as the San Bernardino Associated Governments, accepted

the SBCOG Ad Hoc Committee recommendation to increase work capacity, including adding staff and increasing the budget of the SBCOG, and approved Amendment No. 4 to the Agreement for the Joint Exercise of Powers relative to the San Bernardino Associated Governments to amend language by which member agency dues are assessed.

SBCOG identified these changes as necessary to be able to continue their current projects and programs, such as the Emergency Communication System, the Inland Regional Energy Network and the SMART County Master Plan, as well as fund the creation of new programs. Additionally, the increase in dues received will enable SBCOG to allocate additional resources toward identifying and pursuing more grant funding for the region and its member cities.

In total, the baseline budget for the SBCOG will increase from $470,941 to $1.5 million, a shortfall of $1,029,059, and will be based upon increasing the cost to each SBCOG member agency by the 50% Population/50% General Fund Tax formula accepted and approved by the SBCOG Board in January 2024. This formula is calculated as follows: at 72,585 residents, Redlands represents 3.318% of the total member agencies' population of 2,187,655; Redlands' tax revenues of $66,223,275 equals 2.838% of the total member agencies revenues ($2,333,448,755). The total of both percentages (6.156%) is then divided in half to correspond to the 50%/50% formula to arrive at the 3.078%. This rate of 3.078% is calculated against the total shortfall of $1,029,059 to provide the new assessment of $31,673. When combined with previous assessments, the City's annual budget commitment to the SBCOG budget going forward is now $50,139.

ALTERNATIVES:

City Council may elect not to approve Amendment No. 4 to the San Bernardino Associated Governments Joint Powers Authority.

STRATEGIC PLAN:

Not applicable.

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

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

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

Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Ross Wittman, Project Manager

Fiscal Impact

Fiscal Year:	23/24
Appropriation Required Y/N:	N
Amount:	$50,139
Budgeted Y/N:	N
Account No.:	101100-6909

Discussion:

The increased amount was not budgeted for FY 2023/24. However, the proposed increase will not take effect until FY 24/25, as such the amount cannot yet be appropriated. Staff will include the amount in the 24/25 FY budget allocations.

Attachments

SBOG General Assessment Dues & Potential Increase
JPA Amendment 4

SBCOG General Assessment Dues & Potential Increase

Jurisdiction	Population 2022	Population Allocation %	Assessed Value Fiscal Year 2022/2023	Base Sales Tax + Property Tax Revenues (1)	Original Assessment (2)	2016 Assessment (3)	2022 Assessment (4)	Total Current Assessments (2)+(3)+(4)	Tax Revenues (5)	Tax Revenues Allocation %	Population & Revenues Allocation %	New Assessment 50% Population/ 50% Revenue	Total Current Assessments + New Assessment (6)
Adelanto	36,357	1.662%	$3,011,709,510	8,290,201	$1,856	$5,337	$8,000	$15,193	8,290,201	0.355%	1.009%	$10,379	$25,572
Apple Valley	75,628	3.457%	$7,557,490,866	25,206,081	$4,166	$5,337	$8,000	$17,503	25,206,081	1.080%	2.269%	$23,345	$40,848
Barstow	25,202	1.152%	$1,724,738,920	19,590,846	$1,200	$5,337	$8,000	$14,537	19,590,846	0.840%	0.996%	$10,247	$24,784
Big Bear Lake	5,041	0.230%	$4,416,276,035	18,299,262	$1,204	$5,337	$8,000	$14,541	18,299,262	0.784%	0.507%	$5,221	$19,762
Chino	91,998	4.205%	$17,295,592,739	75,528,060	$6,985	$5,337	$8,000	$20,322	75,528,060	3.237%	3.721%	$38,292	$58,614
Chino Hills	77,964	3.564%	$14,639,278,992	32,696,782	$5,915	$5,337	$8,000	$19,252	32,696,782	1.401%	2.483%	$25,546	$44,798
Colton	53,617	2.451%	$5,016,940,896	31,398,593	$2,873	$5,337	$8,000	$16,210	31,398,593	1.346%	1.898%	$19,534	$35,744
Fontana	212,809	9.728%	$27,019,267,552	108,183,439	$13,084	$5,337	$8,000	$26,421	108,183,439	4.636%	7.182%	$73,906	$100,327
Grand Terrace	13,042	0.596%	$1,347,509,349	5,765,052	$729	$5,337	$8,000	$14,066	5,765,052	0.247%	0.422%	$4,339	$18,405
Hesperia	100,324	4.586%	$8,075,905,550	23,814,083	$5,065	$5,337	$8,000	$18,402	23,814,083	1.021%	2.803%	$28,847	$47,249
Highland	56,546	2.585%	$4,500,367,999	21,881,584	$2,843	$5,337	$8,000	$16,180	21,881,584	0.938%	1.761%	$18,124	$34,304
Loma Linda	25,349	1.159%	$2,827,789,573	12,255,309	$1,466	$5,337	$8,000	$14,803	12,255,309	0.525%	0.842%	$8,664	$23,467
Montclair	37,846	1.730%	$4,280,071,001	31,424,075	$2,203	$5,337	$8,000	$15,540	31,424,075	1.347%	1.538%	$15,830	$31,370
Needles	4,876	0.223%	$495,248,695	8,921,710	$270	$5,337	$8,000	$13,607	8,921,710	0.382%	0.303%	$3,114	$16,721
Ontario	179,516	8.206%	$36,223,657,090	243,176,826	$14,216	$5,337	$8,000	$27,553	243,176,826	10.421%	9.314%	$95,842	$123,395
Rancho Cucamonga	174,476	7.975%	$32,965,855,079	87,561,737	$13,287	$5,337	$8,000	$26,624	87,561,737	3.752%	5.864%	$60,344	$86,968
Redlands	72,585	3.318%	$12,032,086,055	66,216,730	$5,129	$5,337	$8,000	$18,466	66,216,730	2.838%	3.078%	$31,673	$50,139
Rialto	103,954	4.752%	$13,115,586,958	111,985,260	$6,372	$5,337	$8,000	$19,709	111,985,260	4.799%	4.775%	$49,142	$68,851
San Bernardino	220,840	10.095%	$19,097,789,522	129,701,848	$11,462	$5,337	$8,000	$24,799	129,701,848	5.558%	7.827%	$80,540	$105,339
Twentynine Palms	27,685	1.266%	$1,137,526,790	10,674,796	$1,139	$5,337	$8,000	$14,476	10,674,796	0.457%	0.861%	$8,865	$23,341
Upland	79,139	3.618%	$11,532,952,948	41,173,743	$5,217	$5,337	$8,000	$18,554	41,173,743	1.765%	2.691%	$27,692	$46,246
Victorville	136,561	6.242%	$11,444,656,207	65,149,801	$7,001	$5,337	$8,000	$20,338	65,149,801	2.792%	4.517%	$46,484	$66,822
Yucaipa	54,494	2.491%	$5,524,015,696	19,954,046	$3,020	$5,337	$8,000	$16,357	19,954,046	0.855%	1.673%	$17,217	$33,574
Yucca Valley	21,813	0.997%	$2,270,934,302	11,976,891	$1,223	$5,337	$8,000	$14,560	11,976,891	0.513%	0.755%	$7,771	$22,331
County	300,003	13.713%	$42,962,663,648	1,122,622,000	$19,598	$5,330	$8,000	$32,928	1,122,622,000	48.110%	30.912%	$318,100	$351,028
	2,187,665	**100.000%**	**$290,515,911,972**	**2,333,448,755**	**$137,523**	**$133,418**	**$200,000**	**$470,941**	**2,333,448,755**	**100%**	100.000%	**$1,029,059**	**$1,500,000**

NOTES:

(1) Base sales tax (7.75%) and property tax amounts obtained from financial statements for FY 2022, except for Town of Apple Valley FY 2021 and City of Adelanto FY 2020. Additional local tax is deducted for Barstow, Montclair, Redlands, San Bernardino, Vic

(2) Original assessment based on 50% population and 50% assessed value. Amounts are adjusted every fiscal year.

(3) In FY2015/2016, the Board of Directors approved an additional $133,418 every fiscal year for Council of Government (COG) activities.

(4) In FY2021/2022, the Board of Directors approved additional monetary obligations for COG activities: $66,675 for FY22-23, $133,350 for FY23-24, $200,000 for FY24-25 and escalation every fiscal year thereafter of the lower of CPI factor or 2%.

(5) $991,873 total sum of current assessments plus the net amount of $520,932 distributed based on 50% Population/50% Revenue.

(5) $1.5M total sum of current assessments plus the net amount of $1,029,059 distributed based on 50% Population/50% Revenue.

This Amendment No. 4 to the Agreement for the Joint Exercise of Powers ("Agreement") Relative to the San Bernardino Associated Governments is entered into by and between San Bernardino County, a political subdivision of the State of California; the City of Adelanto, a charter city; the Town of Apple Valley, a municipal corporation; the City of Barstow, a municipal corporation; the City of Big Bear Lake, a charter city; the City of Chino, a municipal corporation; the City of Chino Hills, a municipal corporation; the City of Colton, a municipal corporation; the City of Fontana, a municipal corporation; the City of Grand Terrace, a municipal corporation; the City of Hesperia, a municipal corporation; the City of Highland, a municipal corporation; the City of Loma Linda, a charter city; the City of Montclair, a municipal corporation; the City of Needles, a charter city; the City of Ontario, a municipal corporation; the City of Rancho Cucamonga, a municipal corporation; the City of Redlands, a municipal corporation; the City of Rialto, a municipal corporation; the City of San Bernardino, a charter city; the City of Twentynine Palms, a municipal corporation; the City of Upland, a municipal corporation; the City of Victorville, a charter city; the City of Yucaipa, municipal corporation; and the Town of Yucca Valley, a municipal corporation.

RECITALS

1. WHEREAS, each party to the Agreement is a public agency and is authorized to enter into this Amendment No. 4;
2. WHEREAS, each party to the Agreement entered into and executed a Joint Powers Agreement creating an organization (San Bernardino Associated Governments) to explore and study countywide, subregional and regional problems and to effect improved intergovernmental cooperation; and
3. WHEREAS, the parties have previously amended the Agreement three times, the last time being in 1975; and
4. WHEREAS, the parties desire to amend the Agreement to rename the entity formed by the Agreement to be San Bernardino Council of Governments; and
5. WHEREAS, the Agreement's funding mechanism is outdated, and as such, the parties desire to amend the Agreement to provide greater funding to the joint powers entity in a more equitable manner.

NOW, THEREFORE, the parties hereto agree as follows:

1. The joint powers entity formed by the Agreement shall be known as the San Bernardino Council of Governments ("SBCOG"). All instances of "San Bernardino Associated Governments" in the Agreement are replaced with "San Bernardino Council of Governments." All instances of "SANBAG" are replaced with "SBCOG." All instances of "the Association" or "the association" in reference to the joint powers entity are replaced with "the COG."
2. The article titled "ASSESSMENTS" is removed and replaced in its entirety with the following:

   ASSESSMENTS

   10. In reviewing the budget, the Board of Directors shall determine what assessments are necessary. Such assessments shall be calculated in accordance with SBCOG policy adopted by the Board of Directors. The policy will identify a particular method or formula specifying how member agency dues shall be assessed, and will also allow for optional, subscription

assessments that member agencies may opt in to on a voluntary basis, based on a Board-adopted budget or budget amendment and a subscription work program.

Each party shall be informed of its estimated assessment by April 1. After the final budget becomes effective, the Board of Directors shall determine the precise amount of the assessment, if any may be necessary, and the parties shall be so informed. Assessments shall be payable on or before August 1 for the fiscal year starting July 1.

In addition to the assessments referenced in the preceding paragraphs, advances from the public funds of the parties hereto may be made for the purposes set forth in this Agreement. When such advances are made, they shall be repaid from the first available funds.

The Board of Directors shall have the power to authorize utilization of personnel, equipment, or property of one or more of the parties to this Agreement in complete or partial satisfaction of such party's obligations to pay assessments or make advances.

All assessments or other monetary obligations hereunder shall be paid to the COG and shall be authorized for expenditure by a majority vote of the Board of Directors in connection with the adoption of the annual budget."

3. This Amendment No. 4 shall become binding upon each party hereto upon that party's execution.

Signed and attested by the following:

Jurisdiction	**Date**
City of Adelanto	
City of Apple Valley	
City of Barstow	
City of Big Bear Lake	
City of Chino	
City of Chino Hills	
City of Colton	
City of Fontana	
City of Grand Terrace	
City of Hesperia	

City of Highland	
City of Loma Linda	
City of Montclair	
City of Needles	
City of Ontario	
City of Rancho Cucamonga	
City of Redlands	
City of Rialto	
City of San Bernardino	
City of Twentynine Palms	
City of Upland	
City of Victorville	
City of Yucaipa	
Town of Yucca Valley	
County of San Bernardino	

Board Adopted: January 3, 2024

City Council Meeting **I. 4.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8524 approving the destruction of certain public records in the City Manager's Office (Assistant City Manager McConnell)

MOTION:

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

I move to adopt Resolution No. 8524.

RECOMMENDATION:

Resolution No. 6576, a resolution of the City Council of the City of Redlands Adopting Regulations Governing the Retention and Disposition of Records, was adopted by the City Council on February 20, 2007. The resolution establishes a records retention and destruction policy to meet the City's requirements under the law and to provide staff with a thorough and useful tool to manage, retain and dispose of public records. In accordance with Resolution No. 6576, Exhibit A Section 6.02 approval by City Council and City Attorney is required when public records are destroyed without making a duplicate record. An application by the City Manager's Office requesting the destruction of public records was submitted to the City Attorney for review and has been approved by her for presentation to the City Council. A description of the records is included as Exhibit "A" to Resolution No. 8524.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Reso. No. 6576 Records Retention
Reso. No. 8524 Destruction of Certain Records
Exhibit A

RESOLUTION NO. 6576

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING REGULATIONS GOVERNING THE RETENTION AND DISPOSITION OF RECORDS

WHEREAS, the City of Redlands (the "City") is required by law to maintain public records, as defined by law, for certain periods of time; and

WHEREAS, the City may dispose of certain public records after the records have been maintained for the required period of time; and

WHEREAS, the City desires to update its records retention policy to ensure that the City satisfies its requirements under law and provides staff with a thorough and useful tool to manage, retain and dispose of public records;

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

SECTION 1. That the Regulations Governing the Retention and Disposition of Records, and the associated Retention Schedule, as attached in Exhibit "A,"are hereby adopted.

ADOPTED, SIGNED AND APPROVED this 20th day of February, 2007.

Mayor of the City of Redlands

ATTEST:

City Clerk, City of Redlands

I, Lorrie Poyzer, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof, held on the 20th day of February 2007, by the following vote:

AYES:	Councilmembers Gilbreath, Gil, Gallagher, Aguilar; Mayor Harrison
NOES:	None
ABSTAIN:	None
ABSENT:	None

City Clerk

EXHIBIT A

REGULATIONS GOVERNING THE RETENTION AND DISPOSITION OF RECORDS FOR THE CITY OF REDLANDS

The following shall constitute the Regulations Governing the retention and disposition of records for City of Redlands (the "City").

Section 1. Purpose of Rules and Regulations.

1.01. Guidelines. Public records, and other records governed by these regulations, shall be retained for a specified period of time as required by law. These regulations set forth the period of time during which a public record shall be retained by the City. The City may retain such records indefinitely or the City may, after the expiration of such mandatory retention periods, destroy or otherwise dispose of the records in accordance with these regulations and applicable law. These regulations provide guidelines that should be followed if the City elects to destroy a public record after the record has been retained for the period of time mandated by law. Questions regarding the application of these regulations should be directed to the City Attorney.

1.02 Retention of Documents for Longer Periods of Time. A City department head may elect to maintain certain records for a period of time that is longer than that called for in the Retention Schedule (attached hereto) if the record is of value for historical, reference, legal, or administrative reasons.

Section 2. Governing Law.

2.01 Rules. The retention and disposition of public records of the City shall be made pursuant to these regulations ("Regulations") and applicable law.

Section 3. Definitions.

3.01 Department. A department of the City of Redlands.

3.02 Duplicate Record. The original record, paper, or document as photographed, micro-photographed, reproduced by electronically recorded video images recorded in an electronic data-processing system, recorded on optical disk, reproduced on film or any other medium that does not permit additions, deletions or changes to the original document, or reproduced on film or optical disk.

3.03 Public Records. Any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any Department of the City regardless of physical form or characteristics, as defined by the Public Records Act, and any amendments to that Act. A writing means any handwriting, typewriting, printing, photostating, photographing,

photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. Computer software developed by the City is not itself a public record. Computer software includes computer mapping systems, computer programs, and computer graphics systems. "Public records" do not include materials not kept in the ordinary course of business, such as transitory documents, voicemail, e-mail, unofficial copies of documents kept only for convenience or reference, working papers, stocks of publications and blank forms, and library or museum material intended solely for reference or exhibition. Also, documents such as rough notes, calculations or drafts assembled or created and used in the preparation or analysis of other documents. **NOTE:** A draft that contains substantive comments from a project applicant, an applicant's attorney, consultant or agent, should be treated as a record of comments received from that source, and the draft or portions showing the substantive comments should ordinarily be retained accordingly.

3.04 Record Appraisal. The act of determining the relative activity in the use of records, value of records with regard to administrative, legal, fiscal, or historical interest, adequate, and essential periods of retention, and whether destruction of the record is appropriate.

3.05 Record Retention Schedule. A timetable or roster of records by classification category that lists the minimum periods of time that must elapse, as required by these Regulations and state law, before records may be destroyed. The Records Retention Schedule shall be considered a part of these Regulations and is incorporated herein.

Section 4. Responsibility for Retention and Disposition.

4.01 Heads of City Departments. The head of each City Department shall be responsible for the identification, classification, record appraisal, maintenance, protection, preservation, retention, and disposition of public records and other records in accordance with these Regulations and applicable law. The head of each City Department shall:

A. Categorize the Department's records using the attached Records Retention Schedule.

B. Maintain the Department's records in accordance with the Records Retention Schedule, these Regulations, and applicable law.

C. Preserve and protect records and information collected and retained in the regular course of the City's business.

D. Prepare and submit the appropriate forms for the destruction of records to the City Council and City Attorney, as required by these Regulations prior to the destruction of the record.

E. Conform to and implement the duplicate record requirements, standards, procedures, and limitations as set forth in these Regulations.

Section 5. Classification of Records.

5.01 Categorization of Records. The head of each Department, or an authorized designee, shall identify and designate records maintained by his or her department according to one or more of the classifications identified in the Records Retention Schedule. Once so classified, each record shall be retained for the retention time period specified in the Records Retention Schedule. If a record does not fit clearly into a specific category, the head of the Department shall request the advice of the City Attorney.

Section 6. General Approval Procedure for the Destruction of Public Records and Other Records Governed by These Regulations.

6.01 General Rule Prohibiting Destruction of Records. Except as otherwise provided in these Rules or state law, no officer or employee of the City shall destroy, cause to be destroyed, or permit to be destroyed, any public record as that term is defined in these Rules and the California Public Records Act, except in accordance with these Regulations, the Records Retention Schedule, and state law.

6.02 Approval by City Council and City Attorney is Required When Public Records Are Destroyed Without Making a Duplicate Record.

A. Standard. In accordance with Government Code section 34090, unless otherwise provided by law, with the approval of the City Council by resolution and the written consent of the City Attorney, the head of a City Department may destroy any City record, document, instrument, book, or paper without making a copy thereof, after the same is no longer required. This section does not authorize the destruction of:

(1) Records affecting the title to real property or liens thereon;
(2) Court records;
(3) Records required to be kept by statute;
(4) Records less than two (2) years old; or
(5) The minutes, ordinances, or resolutions of the City Council or of a City board or commission.

B. Procedure.

(1) Request for Document Destruction. In the event a City Department head, or an authorized designee, determines a public record has been retained for the requisite time period pursuant to the Records Retention Schedule and is no longer required, the head of the City Department, or authorized designee, shall prepare a request form as provided in subsection "C" below, to obtain approval for destruction.

(2) Submission to City Attorney. The request form and certification constitute the application for destruction of public records and shall be submitted to the

City Attorney for approval, conditional approval, or denial. Written approval of the City Attorney is a mandatory condition precedent to the destruction of public records.

(3) Submission to City Council. The City Attorney shall forward his or her decision to the head of the Department that submitted the application. If the City Attorney approves or conditionally approves destruction, the head of the City Department shall submit the application to the City Council. The City Council may approve, conditionally approve, or disapprove, either in whole or in part, the destruction of those records for which the City Attorney has provided his or her written consent. The City Council shall approve or conditionally approve the destruction of public records by adopting a resolution that so states. The resolution of the City Council is a mandatory condition precedent to the destruction of public records.

(4) Destruction of Documents. Upon receipt of the written approval of the City Attorney and resolution of the City Council approving or conditionally approving the destruction of public records, the head of the Department may arrange for such destruction in accordance with the standards set forth in these Regulations. If any conditions are attached to the approval by the City Attorney or the resolution of the City Council, those conditions must be fully satisfied prior to the destruction of any public record.

C. Request Forms. Requests for the authority to destroy public records shall be submitted on forms supplied by the City Clerk, which shall require the following information:

(1) The title or description of the Department requesting record destruction.
(2) The title or subject matter description of the records.
(3) The location of such records.
(4) The number or quantity of such records.
(5) Whether the records are originals or duplicates.
(6) Dates of each record or inclusive dates of each record series listed for destruction.
(7) Date, job title, and signature of the Department head, or authorized designee, requesting the destruction of records.

D. Certification. The head of the City Department, or authorized designee, shall make the following certifications and attach the certification to the request form for the destruction of the records:

(1) The record is under the management or control of the Department head;
(2) To the best of his or her knowledge, the descriptive titles, information, and classifications contained in the request form are true and accurate;
(3) The minimum retention time periods required by these Regulations have been satisfied for all records included in the request form;
(4) Retention of the record is no longer required for operation of the Department,

or to satisfy a City Council policy adopted by resolution, or a City Council request, or by the City for administrative, historical, research, fiscal, legal, or cultural purposes;

(5) The destruction or other disposition of the record will not violate state law, these Regulations, or other applicable law; and

(6) A recommendation by the head of the applicable City Department that the record(s) be destroyed.

E. Destruction of Records After Reproduction. In accordance with Government Code section 34090.5, the City Department head having custody of any public records may, without the approval of the City Council or the approval of the City Attorney, cause the public record to be destroyed, if all of the following conditions are met:

(1) The public record is photographed, micro-photographed, reproduced by electronically-recorded video images, recorded in the electronic data processing system, recorded on optical disk, reproduced on film or any other medium that is a trusted system and that does not permit additions, deletions, or changes to the original document, or reproduced on film, optical disk, or any other medium in compliance with Government Code section 12168.7 for recording of permanent or nonpermanent records;

(2) The device used to reproduce the public record is one that accurately and legibly reproduces the original in all details and does not permit additions, deletions, or changes to the original document image;

(3) The reproductions are made as accessible to the public as were the original records; and

(4) A true copy of archival quality of the reproduction shall be kept in the same manner as the original public record.

No page of a public record, or any part thereof, shall be destroyed under this section if any page cannot be reproduced with full legibility. Every page that cannot be satisfactorily reproduced shall be permanently preserved in the same manner as a similar public record.

7.03 Declaration of Duplication.

A. The head of each Department shall cause a declaration to be prepared for the duplication of an original public record contemplated to be destroyed that states with respect to the duplicated record that:

(1) The original public record has been duplicated prior to destruction;
(2) The reproduction is a true and correct copy of the original document; and
(3) The reproduction was made under the direction or control of a City employee.

B. The declaration shall be contained within the image or array of images of the reproduction and shall be signed by the City employee responsible for supervision of the duplication or by the corporate officer or manager of an entity performing the reproduction service.

7.04 Term of Maintenance of Original Records. If a reproduction of the original public record is made and preserved, and if the necessary declaration is completed as set forth above, the original public record may be destroyed without reference to the retention periods set forth in these Regulations and the Records Retention Schedule.

7.05 Duplicate Record Deemed an Original. Compliance with these duplication procedures ensures that every reproduction is deemed an original record and a transcript, exemplification, or certified copy of any reproduction shall be deemed to be a transcript, exemplification, or certified copy, as the case may be, of the original.

Section 8. Retention of Email.

8.01 Generally. Email is temporary in nature and is not a permanent repository for City documents. The City's limited computer storage capacity prohibits the extended storage of email. All emails that need to be preserved shall be done so pursuant to the City's Policy for Use of Electronic Communications. To preserve documents for pending litigation, the City Attorney may order that email or other electronic records be retained for a longer period then provided by this section or the City's Policy for Use of Electronic Communications.

8.02 Deletion of Email. Except as stated in section 8.02, email shall be deleted pursuant to the City's Policy for Use of Electronic Communications.

8.03 Email Messages to be Retained. Email messages shall be retained pursuant to the City's Policy for Use of Electronic Communications.

Section 9. Force and Effect.

9.01 If any provision of these Regulations is held to be invalid by a court of competent jurisdiction, that provision shall be deemed stricken from these regulations and all other provisions shall remain in full force and effect.

City of Redlands' Records Retention Schedule

The Records Retention Schedule specifies the retention period for City of Redlands records to ensure that legal, regulatory, fiscal, historical, and administrative record retention requirements are met, that records that are essential to the City are protected, and that proper procedures are followed in the retention and/or destruction of City records.

The attached schedule lists the type of record and includes the legally required retention period, a staff recommended retention period, and the appropriate legal citation, if applicable. The records listed in this Schedule have a legal, fiscal, administrative or historical value to the City. In most cases, public records not addressed in the attached schedule should be considered routine in nature and retained for two (2) years unless specific laws, decisions, or opinions would apply to the record. If a particular record is not addressed in the attached schedule and the department believes other legal requirements apply or it is an essential record for legal, historical, fiscal or administrative value, then that record can be added to the retention schedule with the assistance of the City Attorney's Office.

LEGEND

Records Retention:

A = Active
Ad = Adoption
AU = Audit
C = Current
CL = Closed
Co = Completion
E = Election
L = Life (of the equipment, structure, or item)
O = Obsolete
P = Permanent
S = Supersede
T = Termination

CITATIONS

B&P = California Business & Professions Code
CCP = Code of Civil Procedure
CCR = California Code of Regulations
CEQA = California Environmental Quality Act
CFR = Code of Federal Regulations
EC = Elections Code
EV = Evidence Code
GC = Government Code
H&S = Health & Safety Code
HUD = Housing & Urban Development
Local Government Guidelines = California Secretary of State's February 2006 Local Government Records Management Guidelines
LC = Labor Code
OMB = Federal Office of Management and Budget
OSHA = Occupational Safety & Health Agency
PC = Penal Code
POST = Police Officers Standards Training
UFC = Uniform Fire Code
USC = United States Code
WIC = Welfare & Institutions Code

RECORDS RETENTION SCHEDULE
CITY OF REDLANDS

City Department/ Record Series Title	Legal Retention In Years	Staff Recommended Retention In Years	Authority	Description
ADMINISTRATIVE SERVICES DEPARTMENT				
Building Maintenance				
Bids: Successful: Unsuccessful:	 2 2	 2 2	 GC § 34090 GC § 34090	Are public records under GC § 4004. Includes repairs and maintenance of City facilities
Capital improvements, construction	L	P	GC § 34090, H&S § 19850	Contains records re: planning, design, construction, conversion or modification of local government-owned facilities, structures and systems. These are public records under GC § 4004, 4005.
Facility rentals/use	2	5	GC § 34090	Permits, contracts, diagrams, insurance binders
Maintenance & Operations	2	3	GC § 34090, CCP § 338	Service requests, invoices, supporting documentation; buildings, equipment, field engineering, public facilities work orders
Schedules, class and event	2	C+5	GC § 34090	Enrollment, liability releases, evaluations, attendance, fliers in personnel files
Equipment Maintenance				
Accident reports	2	3	GC § 34090, CCP § 338	Memos and working documents.
Fueling	4	4	GC § 34090, CCP § 337	Fuel consumption reports, invoices, receipts and records pertaining to refueling operations.
Hazardous waste disposal	C+10	C+10	Local Government Guidelines; 40 CFR § 122.21	Documentation re the handling and disposal of hazardous waste.
Inventory, equipment, parts and supplies	2	L+2	GC § 34090	Includes vehicles and related documents re repairs.
Inventory, vehicle ownership and title	L	L+2	GC § 34090, VC § 9900 et seq.	Owner's manual, warranty documents, DMV title and registration and related documents.

Licenses, permits	2	2	GC § 34090	Forms, related documentation re licenses and permits required by federal and state agencies.
Maintenance/ operations	2	L+2	GC § 34090	Related to requests for service and work orders for fuel, vehicle and equipment maintenance and repairs.
Vehicle assignment	2	2	GC § 34090	Log books, request forms, lists.
Personnel				
Action Line Reports	Later of 2 years or 2 years after personnel action	7 years after personnel action	GC § 12946; 29 CFR § 1602.14; 29 CFR § 1627.3(b)(3)	May include complaints, grievances, sexual harassment and civil rights violations. *Final disposition is date of expiration of statutory period within which action may be brought or the date on which litigation is terminated
Action Line Reports log	Later of 2 years or 2 years after personnel action	10 years after personnel action	GC § 34090	
Administrative investigation records	Later of 2 years or 2 years after personnel action	After greater of 7 years after case closure or 3 years after subject separates from City employment	GC § 12956; 29 CFR § 1602.14; 29 CFR § 1627.3(b)(3)	Miscellaneous misconduct; often line department or City Manager will forward these records to HR for storage
Discrimination/ Harassment complaints and investigative reports	Later of 2 years or 2 years after personnel action	After greater of 7 years after case closure or 3 years after subject separates from City employment	29 CFR § 1602.14; 29 CFR § 1602.31; 29 CFR §1627.3 (b)(3); GC § 12946	
Discrimination/ Harassment complaints log	Later of 2 years or 2 years after personnel action	10 years after complaint date	GC §§ 34090, 12946	

EEOC/DFEH complaints and City responses	3	After greater of 7 years after case closure or 3 years after subject separates from City employment	29 CFR § 1602.14; 29 CFR § 1602.32	
EEOC/DFEH complaint log	3	10 years after complaint date	29 CFR § 1602.14; 29 CFR § 1602.32	
Eligibility lists	Later of 2 years or 2 years after personnel action	7 years from certification date	GC § 34090	
Employee benefits contracts for services for current and former vendors (medical plans, etc.)	1 year after termination of plan	T+5	29 CFR §1627.3(b)(2)	Destroy 5 years after expiration of contract.
Hearing transcripts and related records re PERS appeal	2 years or until final disposition	5 years after final disposition	29 CFR § 1602.14; 29 CFR § 1627.3 (b)(2)	
Informal complaints (per Personnel Rules)	Later of 2 years or 2 years after personnel action	7 years after date of complaint	GC § 12946	
Informal complaint log	Later of 2 years or 2 years after personnel action	10	GC § 12946; 29 CFR § 1602.14; 29 CFR § 1627.3(b)(3)	"Grievance log"
Meet and confer agreements, notes and minutes	3	20	29 USC §§ 211(c), 203(m), 2009(g)	Notes, correspondence, contracts, MOAs.
Personnel files for separated regular full time and part time employees	2 years after date of separation	10 years after date of separation	29 CFR § 1627 3(a); GC § 12946; 29 CFR § 1602.31	
Personnel files for separated temporary employees	2 years after date of separation	2 years after date of separation		

Recruitment records	Later of 2 years or 2 years after personnel action	5 years after exam final filing date	GC § 12946; 29 CFR § 1602 et seq.; 29 CFR § 1607; 29 CFR § 1627.3; 40	Employment applications, resumes, examination materials and test answer sheets, correspondence, eligibility lists, ethnicity disclosures, job bulletins, electronic database
CITY ATTORNEY				
Chronological files	2	2	GC § 34090	
Claims	2	CL+2	GC § 34090	
Contract	4	4	GC § 34090	
Damage reports	2	CL+2	GC § 34090	
Department budget	2	2	GC § 34090	
Department personnel records	2	4	GC § 34090, CCP § 337, § 338	
Insurance documents	2	4	GC § 34090, CCP § 337	
Litigation files	2	CL+2	GC § 34090	
Real property documents	2	2	GC § 34090	Unless affecting title, then P.
CITY CLERK				
Elections				
Affidavit, originals	C+5	C+5	EC § 17000(a)	
Affidavit index (County Elections Dept. maintains)	C+5	C+5	EC § 17001	
Applications, absentee ballots and envelopes (ROV maintains)	E+22 if federal election on ballot, else E+6 months	E+ 22	EC §§ 17505; 17302	From date of election. Includes those spoiled, canceled and surrendered.
Assisted challenged voters list (ROV. maintains)	E+22 if federal election on ballot, else E+6 months	E+22 months	EC §§ 17303(b), 17304	From date of election.
Ballots (ROV. maintains)	E+22 if federal election on ballot, else E+6 months	E+22 months	EC §§ 17302, 17303(b), 17304	From date of election.

Ballots - Prop 218 (Assessment Districts)	2	P	GC § 34090; California Constitution, Art. XIII	Property related fees (assessment ballot proceedings)
Calendar, Election	2	2	GC § 34090	
Campaign statements Elected	P	P	GC § 81009 (b)(g)	FPPC filings
Campaign statements: Not elected, local office	E+5	E+5	GC § 81009 (b)(g)	FPPC filings. If for state office, indefinitely
Campaign statements: PACs	E+7	E+7	GC § 81009 (c)(g)	FPPC filings
Candidate statements	E+4	E+4	EC § 17100	Sample ballot retained permanently.
Canvass (ROV maintains)	P	P	EC § 15300	Records used to compile final election results, including tally sheets, voting machine tabulation, detailed breakdown of results; special election results.
History	2	P	GC § 34090	History of elections, sample ballots, certificates of destruction, other resolutions re elections.
Maps, precincts/ voter information (ROV. maintains)	E+6	E+6	GC § 34090; EC § 17503	
New Resident Voters List	E+22 months	E+22 months	EC § 17506	
Nomination papers: Successful: Unsuccessful:	 T+4 T+4	 T+4 T+4	 EC § 17100 EC § 17100	
Oaths of office	2	T+6	GC § 34090, 29 USC § 1113	Elected officials
Petitions	E+8 months	E+8 months	EC §§ 17200, 17400	From date of certification of results of election, initiative, referendum, recall.
Precinct records (ROV maintains)	E+6 months	E+6 months	EC § 17503(b)	From date of election: Precinct official material; declaration of intention, precinct board member applications, orders appointing members of precinct boards and designating polling places. Includes notice of appointment of office and record of service.

Roster (of voters) (ROV maintains)	E+5	E+5	EC § 17300	From date of election, initiative, referendum, recall, general municipal election.
Statement of economic interest, copies, elected, local.	E+4	E+4	GC § 81009 (d) (f)	FPPC filings. For state office, indefinite. (copies, originals filled with FPPC).
Statement of economic interest, originals, not elected; and City employees	7	7	GC § 81009 (e)	FPPC filings (originals).
General Subject				
Annexation files	2	P	GC § 34090 (a)	Reports, agreements, public notices.
Bids, RFPs, RFQs, unsuccessful/ rejected	2	3	GC § 34090 (d), CCP § 338	Successful bids are filed in contract or public file.
Budget, official	2	P	GC § 34090	City annual operating budget.
Budget information department	2	2	GC § 34090 (d)	Documents used to prepare department budget.
Claims log	2	4	GC § 34090 (d), CCP § 337	Log of claims against City, claims forwarded to City Attorney.
Correspondence	2	2	GC § 34090 (d)	If not attached to agreement or project file.
Deeds, easements	P	P	GC § 34090 (a)	
Goals/Objectives	2	2	GC § 34090	Departmental goals and objectives.
Oaths of office employee	2	T+6	GC § 34090	
Policies and procedures	C+2	S+5	GC § 34090 (d)	Retain while current.
Proclamations	2	2	GC § 34090	
Reports: Departmental: Staff:	 2 2	 2 2	 GC § 34090 GC § 34090	Special/final summary; review or evaluation. Non agenda related, includes supporting documentation.
Speaker slips	2	2	GC § 34090	
Special projects	2	2	GC § 34090	
Travel records	2	2	GC § 34090	
Legal				
Affidavit of publication, public hearing notices	2	2	GC § 34090	

Affidavit of publication, ordinances	2	2	GC § 34090	
Agenda	2	2	GC § 34090 (d)	City Council agenda
Agenda reports (master, subject files)	2	2	GC § 34090 (d)	Documentation received, created and/or submitted to Council; retain agenda reports regarding development projects, planning, zoning matters, ordinances and other significant projects permanently in project file.
Agreements excluding subdivision	C+2	T+5	GC § 34090, CCP §§ 337.2, 343	Includes leases, equipment,
Agreements, development	2	P	GC § 34090 (a)	Records potentially affecting title to real property.
Agreements, subdivision	2	P	GC § 34090 (a)	Records potentially affecting title to real property.
Appeals, civil	3	3	CCP § 583.320	Appeals, civil.
Applications, boards, commissions, committees: Appointed: Not Appointed:	 2 2	 T+2 2	 GC § 34090 GC § 34090	
Articles of incorporation	2	P	GC § 34090; CCP § 337.2	
Assessment districts	2	P	GC § 34090	Original documentation
Claims log	2	4	GC § 34090, CCP § 337	
Contracts, capital improvement	2	P	GC § 37090 (a); 4004; H&S § 19850	
Contracts, real property	P	P	GC § 34090, CCP § 337	Can affect title to real property
Contracts, street improvement	4	P	CCP § 337	
Insurance policies	T+2	P	CCP § 337	
Legal Advertising	2	P	CCP §§ 343, 349 et seq.; GC § 911.2; GC § 40801	Includes public notices, legal publications.
Minutes	P	P	GC § 34090 (d); GC § 368.14; GC § 40801, GC § 54957.2	Official minutes and hearing proceedings of governing body or board, commission or committee.

Notices, meetings	2	2	GC §§ 34090.7, 54960.1(c)(1)	Special meetings.
Notices, public hearing	2	2	GC § 34090	
Ordinances	P	P	GC § 40806	Municipal Code.
Petitions	2	2	GC § 50115	Submitted to legislative bodies.
Real property contracts	P	P	GC § 34090	Can affect title to property.
Resolutions	P	P	GC §§ 34090 (d), 40801	Legislative actions.
Tapes, CDs, recordings: Audio: Video:	 30 days 90 days	 30 days 90 days	 GC §§ 54953.5 (b), 34090.7	When used for minute preparation; otherwise-2 years.
Inventory, records	2	2	GC § 34090	Inventory of non-current or inactive records holdings and location, indices. Tapes may be recycled.
Municipal Code	P	P	GC § 34090	Supplements included.
Public records request	2	2	GC § 34090	
Records management	2	2	GC § 34090	Document includes retrieval, transfers - inactive.

CITY COUNCIL / COMMISSIONS				
Agenda	2	P	GC § 34090(d)	City Commission agenda
Agenda reports (master subject files)	2	2	GC § 34090	Documentation received, created and/or submitted to City Council or City Commission, retain agenda reports regarding development projects, planning, zoning matters, ordinances and other significant projects permanently in project file.
Agreements	C+2	T+4	CCP §§ 337.2, 343	Includes leases, equipment, services,, or supplies
Applications, boards, commissions, committees: Appointed: Not appointed:	 2 2	 2 2	GC § 34090	
Contracts, capital improvements	C+2	P	GC § 37090(a); 4004; H&S § 19850	Construction
Correspondence	2	2	GC § 34090	
General subject files	2	5	GC § 34090 (d)	Internal working files including correspondence. Some files may require retention longer than prescribed here.
Legal advertising	2	2	CCP § 343, 349 et seq; GC § 911.2; GC § 34090	Includes public notices, legal publications
Minutes	P	P	GC § 34090 (d); GC § 36814; GC § 40801	Official minutes and hearing proceedings of governing body, board or commission.
Notices, meeting	2	2	GC § 34090.7; GC § 54960. 1c(1)	Special meetings
Petitions	2	2	GC § 34090 (d); GC § 50115; GC § 6253	Submitted to legislative bodies
Policies and procedures	2	2	GC § 34090	Includes rules, regulations, standards
Resolutions	P	P	GC § 34090 (d); § 40801	Legislative actions
Tapes, CDs, recordings Audio: Video:	 30 days 30 days	 30 days 90 days	GC § 54953.5 (b); GC § 34090.7	When used for minute preparation; otherwise-2 years
Request for proposals (RFPs)	2	2	GC § 34090	

Brochures, publications, newsletter, bulletins	2	2	GC § 34090	
CITY MANAGER				
Reports to Council	2	2	GC § 34090(d), GC § 50115	
Speeches	2	2	GC § 34090(d)	
Subject Files / Projects & Issues	2	2	GC § 34090(d)	
General administrative	2	S+3	GC §§ 34090, 40801, CCP § 338	All City policies and procedures.
Policy, City Council	2	S+3	GC § 34090, CCP § 338	Policies, directives rendered by City Council not assigned a resolution or ordinance number.
COMMUNITY DEVELOPMENT DEPARTMENT				
Administration				
Agendas	2	P	GC § 34090 (d)	City Planning Commission agendas.
Agenda reports	2	P	GC § 34090 (d)	Documentation received, created, and/or submitted to City Commissions.
Bids and proposals: Unsuccessful	2	2	GC § 34090 (d)	
Code books	P	P	GC § 34090 (e)	National Electrical Code, Uniform Building Code, Fire Code, Mechanical Code, Plumbing Code and supplements.
Committees	2	P	GC § 34090	Member lists, minutes/agendas, informational material, reports.
General subject files	2	2	GC § 34090 (d)	Internal working files including correspondence. Some files may require retention longer than prescribed here.
Grants, community/ urban development (includes CDBG)	CL+4	P	24 CFR § 570.490(d), 24 CFR § 570.502(b)(3); 24 CFR § 85.42 & OMB Cir. 110, Attachment C;*	Project files, contracts, proposals, statements, reports, sub-recipient dockets, environmental review, grant documents, applications, inventory, consolidated plan, etc. Includes Section 108 loan guarantee. *OMB A-102 & 128; HUD Regulations.
Legal advertising	2	P	CCP §§ 343, 349 et seq.;	Legal publications (public notices are part of project files).

Historic preservation inventory	2	P	GC § 34090 (d)	Historic structures and landmarks.
Logs	2	P	GC § 34090	Logs, registers or similar records listing permits, certificates of occupancy issued (may include inspection, building activity, daily plan check, utility).
Maps and plats	2	P	GC § 34090 (a)	Engineering and field notes and profiles; cross-section of roads, streets, rights-of-way, bridges (may include annexations, parks, tracts, block, storm drains, water easements, bench marks, trees, grading landfill, fire hydrants, base maps, etc.).
Master plans, annual	2	P	GC § 34090	Special or long-range program plan for municipalities - coordination of services; strategic planning.
Minutes	p	P	GC §§ 34090 (2), 36814, 40801	Official minutes and hearing proceedings of board, commission or committee.
Policies and procedures	S+2	P	GC § 34090	Includes rules, regulations, standards.
Project files	P	P	GC § 34090 (a); H&S §§ 19850; 4003, 4004	Pertains to real property, new construction, storefront improvements, rehabilitation projects, and promotions. May include blueprints, drawings, maps, photos (including negatives), plans, reports, evaluations, correspondence, uses, permits, variances, studies, appeals, compliance certificates, lot line adjustments, or other planning-related matters brought before the legislative body.
Project files not completed or denied	2	P	GC § 34090 (d)	Building, engineering, planning.
Resolutions	P	P	GC § 34090	Board, commission or committee.
Speaker slips	2	2	GC § 34090	
Seismic retrofit program	2	P	GC § 34090 (a)	
Street names and house numbers	2	P	GC § 34090 (a)	Street dedications, closings, address assignment/changes.
Studies, special projects and areas	2	P	GC § 34090 (d)	Engineering, joint powers, noise.

Subdivision agreements	P	P	GC § 34090	Potentially affecting title to real property,
Tapes, CDs, recordings: Audio: Video:	 30 days 30 days	 30 days 90 days	GC §§ 54953.5 (b); 34090.7	When used for minute preparation; otherwise-2 years.
California Environmental Quality Act (CEQA)	2	P	GC § 34090 (a) and CEQA Guidelines	Exemptions, environmental impact report, mitigation monitoring, negative declaration, notices of completion and determination, comments, statements of overriding considerations.
Environmental review	2	P	GC § 34090 (d)	Correspondence, consultants, issues, conservation.
Soils reports	2	P	GC § 34090 (d)	Final reports.

Building and Safety				
Blueprints, specifications, for building in which permit issued	L	L	H&S § 19850	Submitted by contractor for permits requiring plans.
Blueprints, specifications, permit not issued	2	2	GC § 34090 (d)	Submitted by contractors with application for permit never issued.
Certificates	2	P	GC § 34090 (a)	Compliance, elevation, occupancy that affect real property.
Flood reports	2	P	GC § 34090	
Inspection	2	P	GC § 34090 (d)	Correspondence, fees, appeal requests, reports.
Permits	2	P	GC § 34090; H&S § 19850	New commercial and residential construction, tenant improvements, room additions, spa, signs, block wall, remodel (including security bonds, plans, building, signs).
Signs (temporary)	2	2	GC § 34090 (d)	Home occupations, off-premise signs.
Planning				
Case files, Planning & Zoning	P	P	GC § 34090 (a); H&S §§ 19850, 4003, 4004	Pertains to real property. May include blueprints, drawings, maps, plans, reports, evaluations, correspondence, uses, permits, variances, studies, appeals, compliance certificates, lot line adjustments, or other planning-related matters brought before Zoning Administrator, commission or legislative body.
Correspondence	2	2	GC § 34090 (d)	Working documentation.
Development conditions	L, but not less than 2	P	GC § 34090	Mitigation measures; filed with case files.
Development agreements	P	P	CCP §§ 337, 337.1(a), 337.15; GC § 34090; 48 CFR § 4.703	Infrastructure contracts, franchises, original maintained for seven years.
Development Standards	2	P	GC § 34090 (a)	Landscape mediums, parkway landscape development, public works construction.
Drawings, project plan	2	P	GC § 34090 (d)	Does not include those usually filed with case or project.

Findings and decisions	P	P	GC § 34090	Board, commission, committee or City staff.
General Plan and elements and specific plans	P	P	GC § 34090	Includes sphere of influence.
General and Specific Plan Amendments: Approved: Denied:	 P P	 P P	GC §§ 34090, 65103, 50110	
Maps, Plans, drawings, exhibits, photos	P	P	GC § 34090; H&S § 19850; GC § 34090.7	Zoning, tentative subdivision, parcel, land use map, aerial photos, specific plans.
Minutes	P	P	GC § 34090	Planning and ARB.
FINANCE DEPARTMENT / TREASURER'S OFFICE				
Accounting and Administration				
Audit Report	P	P	GC § 34090	
Audited Financial Statements	2	P	GC § 34090	Independent auditor analysis
Bonds Account Statements	CL+10	CL+10	GC § 34090; CCP § 337.5	Final bond documentation, monthly statement of transactions
Bonds, coupons and other securities	CL+2	P	GC §§ 34090; 53921	Paid/canceled
Budget	AU+2	P	GC § 34090	Annual operating budget approved by Legislative Body (original budget retained by City Clerk)
Hearing or review	2	7	GC § 34090	Documentation created and/or received in connection with audit hearing or review
Reports	2	7	GC § 34090	Internal and/or external
Reviews, internal/ external periodic	2	7	GC § 34090	Daily, weekly, monthly, quarterly, or other summary, review, evaluation, log, list, statistics, except a report
Accounts payable	AU+4	AU+4	GC § 34090	Invoices from and payments to vendors, check copies, supporting documents
Agenda reports	2	2	GC § 34090	Council discretionary fund, City Manager discretionary fund, Investment policy, monthly investment reports, formal quotations for supplies and services

Accounts receivable	AU+4	AU+4	GC § 34090	Cash receipts for payments made to the City
Assessment districts	P	P	GC § 34090	Collection information; original documentation filed with City Clerk
Bank statements	AU+5	AU+5	GC § 34090; 26 CFR 16001-1	Statements, reconciliations
Budget adjustments, journal entries	2	2	GC § 34090(d)	Documents used to prepare department budget
Checks	AU+5	AU+5	GC § 34090; CCP § 337	Includes payroll, canceled and voided checks
Deposits, receipts	AU+4	AU+4	GC § 34090; CCP § 337	Checks, coins, currency
Invoices	AU+2	AU+2	GC § 34090	Copies sent for fees owed, billing, related documents
Ledger, general	P	P	GC § 34090; CCP § 337	
Voucher	AU+4	AU+4	GC § 34090; CCP § 337	Account postings with supporting documents
Petty cash reimbursements	AU+2	AU+2	GC § 34090	
Taxes, receivable	AU+2	AU+2	CCP § 338	
Warrant register	AU+2	AU+2	GC § 34090	
Licenses				
Business	C+2	7	GC § 34090; CCP § 337	Paid and reports
Parking Citations				
Citations	P	P	GC § 34090	

Payroll				
Adjustments	AU+4	AU+4	GC § 34090; 29 CFR § 516.5-516.6	Audit purposes
Deferred compensation	T+5	T+5	GC § 34090; 26 CFR § 16001-1*	Records of employee contributions and City payments *29 CFR § 1627.3(2)
Employee time sheets	AU+6	AU+6	GC § 34090; 29 CFR § 516.2*	Signed by employee for audit and FEMA reports *CFR § 516.6(1); IRS Reg. 31.6001-1(e)(z); R&T 19530; LC 1174(d)
Federal and State tax forms	AU+4	AU+4	GC § 34090	Forms 1096, 1099, W-4s and W-2s *26 CFR § 31.6001-1(2)(2); R&T § 19530; 29 CFR § 516.5-516.6
Payroll system history; roster of former City employees (regular employees)	3	P	29 CFR §1627.3(a); 29 CFR § 516.6	Time cards, payroll records
Payroll system history; roster of former City employees (temporary employees)	3	P	29 CFR § 516.5; 29 CFR § 1627.3(a)	
PERS Employee deduction reports	T+4	T+4	GC § 34090; CAC § 22; 1085-2	Record of deductions (PERS-Public Employee Retirement System) *26 CFR § 516.5, 516.6; LC § 1174(d)
Register	P	P	GC § 34090; GC § 37207	Labor costs by employee and program
Salary records	T+3	T+3	GC § 34090; 29 CFR § 516.2, 516.5	Deduction authorization, beneficiary designations, unemployment claims, garnishments
Purchasing				
Purchase orders	2	7	GC § 34090; CCP § 337	Original documents
Vendor register	2	7	GC § 34090	Alpha vendor listing of purchase orders, invoices, account numbers, and check date

Reports				
Audits	P	P	GC § 34090	
Investment transactions	P	P	GC § 34090; CCP § 337; GC § 53607	Summary of transactions, inventory and earnings report
Labor Distribution	AU+2	AU+2	GC § 34090	Costs by employee and program
State Controller	P	P	GC § 34090	Controller may destroy after five years
Stores				
Inventory	AU+6	AU+6	GC § 34090;	Reflects purchase date, cost, account number
Auction	AU+2	AU+2	GC § 34090	Listing of property
Disposal	AU+2	AU+2	GC § 34090; CCP § 337	Sealed bid sales of equipment
Risk Management				
Accident report - City assets	CL+7	CL+7	29 CFR § 1904 .2; 29 CFR § 1904.6	Reports and related records
Bonds, insurance	P	P	CCP §§ 337.2; 343	Bond and insurance policies insuring City property and other assets
Claims, damage	CL+5	CL+5	GC § 34090	Paid/denied
Incident reports	CL+7	CL+7	29 CFR § 1904 .2; 29 CFR § 1904.6	Theft, arson, vandalism, property damage or similar occurrence (excluding fire/law enforcement)
Insurance, joint powers agreement	P	P	GC § 34090	Accreditation/MOUs/agreements, agendas
Insurance, certificates	P	P	GC § 34090	Insurance certificates filed separately from contracts, includes insurance filed by licensees.
Insurance, liability/ property	P	P	GC § 34090	May include liability, property, Certificates of Participation, deferred, use of facilities
Insurance, Workers Compensation	P	P	LC § 5405, Local Government Guidelines	Indemnity; Claims Files, Reports, Incidents, PERS - working files, originals with Administrator
Photographs, negatives, film	CL+2	CL+2	GC § 34090	
Risk Management Reports	2	C+5	OMB § 1220-0029; 29 CFR § 1904.4; GC § 34090	Federal OSHA forms; loss analysis report; safety reports; actuarial studies
Grants				

Community Development Block Grant and urban development	CL+4	CL+4	24 CFR § 570.502(b)(3); 24 CFR 85.42 & OMB Cir. A-110, Attach. C*; OMB Cir. A-102 & 128, HUD regulations	Project files, contracts, proposals, statements, reports, sub-recipient dockets, Environmental review, grant documents, applications, inventory, consolidated plan, etc. Includes Section 108 loan guarantee *
Federal and State	CL+5	CL+5	GC § 34090	Refer to grant application close-out procedure.
Financial records	CL+5	CL+5	GC § 34090	Refer to grant application close-out procedure.
Unsuccessful	CL+2	CL+2	GC § 34090	Application not entitled.
FIRE DEPARTMENT				
ADMINISTRATIVE SERVICES				
Books, Fire Code	S+3	S+3	GC § 34090; CCP 340.5	Include OPS manuals
General Orders, Policies/Procedures	S+2	P	GC § 34090	
Inspections, Fire Prevention	CL+3	CL+3	UFC § 103.34	Alarm/sprinkler systems, prevention efforts
Investigations, Evidence Arson	P	P	PC § 799	Support prosecution resulting in homicide
Investigations, Evidence Arson	CL+6	CL+6	PC § 800	Great bodily harm, inhabited structure or property
Journals, Fire Station	C+2	C+2	GC § 34090	Activities, personnel, engine company
Permits, Uniform Fire Code	CL+2	CL+2	GC § 34090	
Chemical Emissions	C+2	C+2	GC § 34090	

EMERGENCY MANAGEMENT				
OPERATIONS/EMERGENCY MEDICAL SERVICES				
Mutual Aid, Strategic Plans	S+2	S+2	GC § 34090	
Exposure	T+30	T+30	29 CFR § 1910.1020	Sampling results, collection methodology, background
Exposure	T+1	T+1	29 CFR § 1910.1020	Laboratory reports and worksheets
Medical	T+30	T+30	29 CFR § 1910.1020	
Medical	T+2	T+2	29 CFR § 1910.1020	Employees less than one year GC § 34090
Training	T+2	T+2	GC § 34090	Certifications/designations
HAZARDOUS MATERIALS				
Hazardous Waste Disposal	C+10	C+10	Local Government Guidelines; 40 CFR § 122.21	Documentation re handling and disposal of hazardous waste
Permits, Hazardous Materials Storage	C+2	C+2	GC § 34090	Departments consistently recommend permanent retention of environmentally sensitive materials
Programs, Household Hazardous Waste	S+2	S+2	GC § 34090	
Training Materials	S+2	S+2	GC § 34090; 8 CCR § 3204(d), et seq.	
Underground Storage Tank Compliance Maintenance & Operation.	P C+2	P C+2	GC § 34090(a) GC § 34090	Documents re: storage Location, installation, removal, remediation
PROPERTY				
Apparatus/Vehicle	C+2	C+2	GC § 34090 CCP § 340.5*	Repair and Maintenance *8 CCR 3203(b)(1)
Inventory, Equipment and Supplies	C+2	C+2	GC § 34090	
Logs, Fire Equipment/Gear	C+2	C+2	GC § 34090	
REPORTS				

Incident	CL+3	CL+3	GC34090 CCP § 338 *	Dispatch and daily logs *CCP 340.5
Field, Non-fire and Logs	C+2	C+2	GC § 34090	
Fire, Non-arson and Logs	C+2	C+2	GC § 34090	
Investigations, Evidence Arson	CL+3	CL+3	PC § 801; UFC § 104.32	Structure
Weed Abatement	CL+2	CL+2	GC § 34090	Reports, assessments, resolutions, documentation
LIBRARY				
Borrower Registration Records Records documenting the registration of authorized borrowers.	2	5	GC § 34090	
Cash Receipts (for Daily deposit of monies from Library)	2	7	GC § 34090;	
Circulation Records Records documenting the circulation of library materials to individual borrowers	2	5	GC § 34090	
Circulation Statistical Reports	2	5	GC § 34090	
Library Catalog	2	5	GC § 34090	
Lost and Paid Receipts Copies of receipts issued when patron pays for a lost book	2	7	GC § 34090	
Overdue Records Library Fines Information	2	5	GC § 34090	
Purchase Orders	2	5	GC § 34090	
Records of Missing Books in Circulation	2	5	GC § 34090	
Vouchers - Vendor Invoices, Reference Information and Proof of payment	2	7	GC § 34090	

MUNICIPAL UTILITIES DEPARTMENT				
AIRPORT				
Accident and Incident Reports (Aircraft)	CL+8	CL+8	Local Government Guidelines	Accidents, injuries, property damages, general conditions re pilot and aircraft
Agreements	T+4	T+4	CCP § 337	Including concessionaire, slip rental, facility storage
Airport Certification	P	P	14 CFR § 139.207b; §§ 171.13-171.213	Federal Aviation Administration (FAA) required manuals
Airport Operational Reports (Regulatory)	P	P	Local Government Guidelines	Annual and special reports to federal and state regulatory agencies.
Airport Operational Reports (Administrative)	C+2	C+2	Local Government Guidelines	Logs, statistical summaries; administrative records
Airport Noise Monitoring and Complaint	C+10	C+10	Local Government Guidelines	Correspondence, studies, memos, reports, log books, documents related to assessment of noise levels at airports and resolution of complaints
Applications Aircraft Storage Parking Slip Rentals	T+2	T+2	GC § 34090	Payment invoices, inventory listings, billing correspondence and other related documents
Special Events	C+2	C+2	GC § 34090	Permits, correspondence, related documents re use of rights of way
Fueling	4	4	GC § 34090, CCP § 337	
Hazardous Waste Disposal	C+10	C+10	Local Government Guidelines; 40 CFR 122.21	Documentation re: the handling and disposal of hazardous waste
Inspection, Runway	C+10	C+10	Local Government Guidelines	Maintenance including Inspection reports, work orders and related records
Inspection, Safety Self	C+2	C+2	14 CFR § 139.327	Safety inspection and related document include reviews and analysis of all aspects of airport operation
Inventory, Equipment Parts & Supplies	L+2	L+2	GC § 34090	Includes vehicles, aircraft, vessels and related documents re repairs

Inventory, Vehicle Ownership and Title	L+2	L+2	GC § 34090	Owners manual, warranty documents, Department of Motor Vehicle title and registration, and related documents
Licenses, Permits	C+2	C+2	GC § 34090	Forms, related documentation re: licenses and permits required by federal and state agencies
Maintenance, FAA	P	P	14 CFR § 171.13-171.213	Forms and reports required by FAA including Forms FAA-198, -418, -6030-1, -6790-4
Maintenance/ Operations	L+2	L+2	GC § 34090	Related to requests for service and work orders for fuel, vehicle and equipment maintenance and repairs
NOTAM (Notice to Airmen)	C+3	C+3	Local Government Guidelines	Reports re: conditions affecting airport maintenance/operations
Report, Accident (Copies)	C+2	C+2	GC § 34090	Memos and working documents
Vehicle Assignment	C+2	C+2	GC § 34090	Log books, request forms, lists
Cemetery				
Burial records	P	P	GC § 34090	
Pre-Need Lot purchase	CL+2	CL+2	GC § 34090	
Customer Service				
Accounts Receivable	2	5	GC § 34090	
Customer Records	C+2	C+2	GC § 34090	Billing, correspondence, complaints
Rates	C+2	C+2	GC § 34090	
Refunds	2	5	GC § 34090	
Solid Waste				
Collections / Landfill	C +2	C +2	GC § 34090	Daily records, usage
Facilities	C +2	C +2	GC § 34090	Correspondence, maps
History, Sanitation	P	P	GC § 34090	
Maintenance and Operations	C +2	C+2	GC § 34090	
Maps	P	P	GC § 34090	Location maps
Reports, studies	CL+2	CL+2	GC § 34090	
Reports, tonnage	C+2	C+2	GC § 34090	

Wastewater				
Facilities	C+2	C+2	GC § 34090	Correspondence, maps, patron list
History, Sanitation	P	P	GC § 34090	Where City-owned
Maintenance and Operations	C +2	C+2	GC § 34090	
Maintenance and Operations	C+2	C+2	GC § 34090	Includes work orders, inspection, repairs, cleaning, reports, complaints
Maps	P	P	GC § 34090	Location maps
Maps, Septic Tank	P	P	GC § 34090	Location maps
Rates	C+2	C+2	GC § 34090	
Recycling Programs	S+2	S+2	GC § 34090	
Regulations	S+2	S+2	GC § 34090	Includes legislation
Reports, Studies	CL+2	CL+2	GC § 34090	
Sludge	C +2	C+2	40 CFR § 61.54	Sludge, sampling, charging rate to measure mercury content
Treatment Plant	C+2	C+2	40 CFR § 60.153	Gas flow through wet scrubbing, oxygen content of exhaust gas, sludge rate, temperatures, fuel flow, total solids and volatile solids
Water				
Billing/Customer Records	C+2	C+2	GC § 34090	Billings, correspondence, complaints
Connection Records	P	P	GC § 34090	Maps, water line connections
Inventory, Equipment	C+2	C+2	GC § 34090	
Locations	P	P	GC § 34090	Mains, valves, hydrants, wells
Maintenance and operations	C+2	C+2	GC § 34090	Includes work orders, inspection, repairs, cleaning, reports, complaints
Service	C+2	C+2	GC § 34090	Includes work orders, entry cards, manholes, service to property owners
Well & Pumping	C+2	C+2	GC § 34090	Times operational, power used and quantity
Maps	P	P	GC § 34090	Line location; easements
Master Plans	C+2	C+2	GC § 34090	Copies
Meter Operations	C+2	C+2	GC § 34090	Reader reports, orders, tests Maintenance Reports
Permits				

National Pollutant Discharge Elimination System NPDES	P	P	GC § 34090 40 CFR § 122.28	Compliance with Clean Water Act re: pollutants
Others	C+2	C+2	GC § 34090	May depend on terms of state or federal agency
Policies and Procedures	S+2	S+2	GC § 34090	Includes rules and regulations
Rates	S+2	S+2	GC § 34090	
Reclamation	C+5	C+5	40 CFR § 122.41	Daily operations including sewage flow, grit removal, chlorine usage, lab analysis results, etc.
Reports				
Conservation	C+2	C+2	GC § 34090	
Consumption	C+2	C+2	GC § 34090	
Corrosion Control	C+12	C+12	40 CFR § 141.91	Compliance documentation
Discharge Monitoring	C+5	C+5	40 CFR § 122.41	Average amount of pollution discharged into waters of municipality.
Drinking Water Corrections	C+10	C+10	40 CFR § 141.33	
Hydrograph	P	P	GC § 34090	Daily flow of streams
Lead Service Line	C+12	C+12	40 CFR § 141.91	Compliance documentation
Public Education	C+12	C+12	40 CFR § 141.91	Compliance documentation
Quality Parameters	C+12	C+12	40 CFR § 141.91	Compliance documentation
Sanitary Surveys	C+10	C+10	40 CFR § 141.33	Statistics, reports, correspondence
Source Water	C+12	C+12	40 CFR § 141.91	Compliance documentation, e.g. lead & copper
State Certification	C+12	C+12	40 CFR § 141.91	Compliance documentation
Variances, Water System	C+5	C+5	40 CFR § 141.33	
Well Level	C+2	C+2	GC § 34090	
Sources	C+2	C+2	GC § 34090	May include wells, rivers, lakes, districts
Surveyor Field Notes	P	P	GC § 34090	Notes preparatory to maps of water installations

Surveys, Water System Sanitary	C+10	C+10	40 CFR § 141.33	Statistics, reports, correspondence
Tests				
Bacteriological Analysis	C+5	C+5	40 CFR § 141.33	Compliance records include location, date, method and results; corrections, analysis of bacterial content
Chemical Analysis	C+10	C+10	40 CFR § 141.33	Compliance records include location, date, method used and results; corrections, analysis of chemical content
Quality	C+12	C+12	40 CFR § 141.91	Compliance documentation including sampling data, analysis, reports, surveys, documents, evaluation, schedules, valves, etc.
Valve Main Records	P	P	GC § 34090	
Violations, Drinking Water	C+3	C+3	40 CFR § 141.33	Retention applies to each violation
POLICE				
ADMINISTRATION				
Accounting/Cash Reconciliation	C+2	C+2	GC § 34090	
Alarm Records	C+2	C+2	GC § 34090	
Chemical Emissions	C+2	C+2	GC § 34090	
Claim Files	CL+5	CL+6	PC § 832.5; Local Government Guidelines	Claim copy, correspondence, photographs, supporting documents relative to incidents involving the Police Department filed by citizens
Department Manual	S	S	Local Government Guidelines	Changes to manual are recorded in the General Orders (permanent)
Equipment Communication	T+2	T+2	GC § 34090	Retained until termination of equipment use; Manuals, instructions, procedures
Inventory	S+2	S+2	GC § 34090	Listing of equipment assigned to division, to whom it is assigned
Reports - Activity	C+2	C+2	GC § 34090	Weekly/monthly/quarterly/annual activity/statistical reports by division. Retain only one form for retention period
Survey Response Files	C+2	C+2	GC § 34090	Surveys, responses, correspondence with other agencies requesting statistical data

INVESTIGATIONS				
Administrative/ Internal	CL+5	CL+5	PC § 832.5 EV § 1045 GC § 12946 PC § 801.5; PC § 803(c) VC § 2547	Initiated by citizens complaints or internally initiated; includes complaint, reports, findings
Asset Forfeiture Investigations/ Proceedings Case File	CL+2	CL+2	GC § 34090	
Notifications	C+2	C+2	GC § 34090	To legal property owner prior to case filing that property is subject to asset forfeiture proceedings. If case is filed, notification becomes part of forfeiture case file.
Case Books, Investigative	CL+2	CL+2	GC § 34090	Retained by division until a case is suspended/closed; transfer to Records Division to be filed with associated Daily Report (DR) file
Case Files Homicide Investigator's File	P	P	PC § 799	
Narcotics (No arrest, Narcotics Cases)	CL+2	CL+2	GC § 34090	Retained by division until no longer useful for investigative purposes
Officer Involved Shootings	CL+25	CL+25	GC § 34090; Local Government Guidelines	
Court Daily Schedule	C+1	C+1	GC § 34090.7	Printouts of daily court scheduling
Sign-In Logs	C+2	C+2	GC § 34090	Logs officers' names, time in/out for court appearances
Tracking System Records	C+2	C+2	GC § 34090	Database records subpoena number, officer name, case number, defendant name, district attorney name, court information disposition
Evidence, Disposition Forms			Local Government Guidelines	Attach to duplicate Property Report, file w/DR in Records Division
Fingerprint Applicants Files	T+2	T+2	GC § 34090	Paperwork authorizing fingerprinting and background checks for city employment applicants and business license applicants

Inked/Palm Cards	AC+20	AC+20	GC § 34090; Local Government Guidelines	Persons booked into detention facility; (Copies distributed to county, state, federal agencies)
Records Latents			Appropriate PC Section	1) Retain for applicable case statute of limitation; 2) or until evidence in case is destroyed; Hard copy and digitized
Suspect, Adult/Juvenile	CL	CL	Law Enforcement Management Guide by POST	Adults/juveniles suspected of a crime, taken for comparison. Destroy after original purpose achieved
Guns, Dealers Record of Sale	C+6	C+6	PC § 12070	Applicants, Monthly Gun Audits, Applications Denied, Stolen (DOG File)
Informant Files	T+10	T+10	Local Government Guidelines	Legal notifications, identification information, payment information, activities information
Jail Daily Logs	C+6	C+6	GC § 34090	Daily report of staffing, bookings/releases, transfers, transportation
Inmate Record			Local Government Guidelines	Dependent on facility's classification; see Laws and Guidelines for Local Detention Facilities by Board of Corrections (State of California)
Inspection Files	CL+6	CL+6	Local Government Guidelines	Inspections by various agencies
Surveys	CL+2	CL+2	GC § 34090	Prepared quarterly, forwarded to State Board of Corrections
Licenses Bicycle	C+2	C+2	GC § 34090	
Bingo, Mace	C+2	C+2	GC § 34090	
Duplicate (Pink), Secondhand Dealer, Pawn Brokers	C+2	C+2	GC § 34090	
Logs Auto Theft	S	S	Local Government Guidelines	
Case Assignment	C+1	C+1	Local Government Guidelines	
Daily Activity	C+2	C+2	GC § 34090	

Officer	C+2	C+2	GC § 34090	Daily activity of incidents not reported by use of official report
Report Summary	C+2	C+2	GC § 34090	Report numbers, type, names, dates retained for research value
Investigative (Pre-Arrest)	CL+10	CL+10	GC § 34090	Retained by division until cases are suspended and closed
Juvenile Detention	C+2	C+2	GC § 34090	Logs document juvenile processing per CYA
Property Control	C+2	C+2	GC § 34090	Logs items coming into and going out of property room
Rap Sheet	CL+2	CL+2	GC § 34090	Requests for criminal history
Subpoena	C+2	C+2	GC § 34090	Subpoenas received/served daily
Pawn Slips/Tickets	C+3	C+3	B&P § 21628	
Photographs			Local Government Guidelines	Crime Scene, Registrant/Applicant, Photo file, Accident. Retain according to practical and functional association.
Daily Report (Negatives)	T	T	GC § 34090	Assigned DR number, retained as form of evidence, destroyed at same time evidence for associated case is destroyed
Inmates (Negatives)	C+20	C+20	Local Government Guidelines	By Prisoner number
Registration Files, Arson, Sex and Narcotics	Life of registrant within jurisdiction	Life of registrant within jurisdiction	Local Government Guidelines	Fingerprint Card, photo, information also forwarded to DOJ
Arrest/Conviction H&S Section 11357 (b), (c), (d), (e) or H&S Section 11360 (b) violations (Occurring after January 1, 1996)	2 (Mandatory destruction from date of conviction or date of arrest with no conviction)	2 (Mandatory destruction from date of conviction or date of arrest with no conviction)	H&S § 11361.5	Applicable to convictions occurring after January 1, 1996 or arrests not followed by a conviction occurring after January 1, 1996; Exception: H&S 11357(e), the record shall be retained until a juvenile offender attains the age of 18 years, then destroyed pursuant to 11361.5
Arrest/Conviction H&S Section 11357 (b), (c), (d), (e) or H&S Section 11360 (b) violations (Occurring before January 1, 1996)	Mandatory Destruction (Upon notice from Department of Justice)	Mandatory Destruction (Upon notice from Department of Justice)	H&S § 11361.5(c)	Applicable to convictions occurring prior to January 1, 1996 or arrests not followed by a conviction occurring prior to January 1, 1996 for violations of H&S Code 11357, 11364, 11365 and 11550

Crime Felony Crimes With or Without Arrests	See descriptor	See descriptor	PC § 800 PC § 801	Prosecution for an offense punishable by imprisonment in state prison for eight years or more must commence within 6 years after offense commission. Commencement of prosecution defined in PC 804. Exception: See PC 803 - Tolling/Extension of time periods; Appeals process and "Three Strikes" also considerations in assigning retention.
Misdemeanor/ Infractions	CL+2	CL+2	GC § 34090	No arrests, identifiable property or missing persons (See: Note 1)
Supplemental Felony Capital Crimes, Crimes Punishable by Death, Life Imprisonment	P	P	PC § 799	No statutory limitation for prosecution. Includes Murder, kidnapping for ransom, treason, procuring execution by perjury, train wrecking, assault with a
Destruction Guns	P	P	Local Government Guidelines	
Narcotics	P	P	Local Government Guidelines	
Disposition of Arrest/ Court Action			Local Government Guidelines	Retention determined by action taken; i.e., recordable arrest or detention (released no arrest)
False Alarm (Duplicate)	C+2	C+2	GC § 34090	
Non-Criminal Occurrences	C+2	C+2	GC § 34090	Injured or sick persons; missing persons where person has been returned; traffic collision reports not used as the basis for criminal charges
Property Original	Until case is adjudicated/disposition determined	Until case is adjudicated/disposition determined	Local Government Guidelines	Copy retained in records case file; Refer to Managing Property in Law Enforcement Agencies (By POST)
Range Inventory	S+2	S+2	GC § 34090	Quarterly reports of inventories of weapons and ammunition held by Department Range

Reports	C+2	C+2	GC § 34090	Arrest & Citation Register; Arson Offenses; Crimes Against Senior Citizens; Death in Custody; Domestic Violence; FBI Include Return A/Supp; Hate Crime Incidents; Homicide Reports, Supp.; Officers Killed or Assaulted; Original to FBI - DOJ; Uniform Crime Reports
Research Project Files	CL+2	CL+2	GC § 34090	May include request forms, background materials, staff reports, final project reports and supporting data
Sealed Adult Found Factually Innocent	Mandatory Destruction Upon and Pursuant to Court Order	Mandatory Destruction Upon and Pursuant to Court Order	PC § 851.8	General provision: Upon petition, records of agency must be sealed and destroyed in accordance with the provisions set by court record; exceptions.
Juvenile	Mandatory Destruction upon and pursuant to court order	Mandatory Destruction upon and pursuant to court order	WIC § 826 (a) & (b) WIC § 781 (a)	Upon petition, local laws enforcement records, within WIC 826(b) may be destroyed as ordered by the court, if related probation and juvenile court records have been destroyed by the probation officer. Records involving arrests, detention and/or petitioning juvenile before juvenile court
Statistical (Crime Analysis)	C+2	C+2	GC § 34090	Internally generated information using activity logs, citizen calls, current and past crime statistic reports, finance dept expenditure and budget records; citations, crime reports, accident reports, permits, receipts. Reports created for variety of purposes including increases/decreases in criminal activity; officer workload, deployment, time usage

Statistical (UCR), Uniform Crime Reports Mandatory to DOJ (LEIC); FBI Include Return A/Supplement; Supplementary Homicide Report; Law Enforcement Officers Killed or Assaulted; Monthly Return of Arson Offenses Know to Law Enforcement; Number of Violent Crimes Committed Against Senior Citizens; Monthly Report of Domestic violence Related Calls for Assistance; Monthly Arrest and Citation Register; Monthly Hate Crimes Incidents' Death In Custody Reporting.	C+2	C+2	GC § 34090	Originals sent to FBI, DOJ
Subpoenas (Duplicate)	C+2	C+2	GC § 34090	
Tapes Audio, Telephone and Radio Communications	C + 180 days	C + 180 days	GC § 34090.6	Exception: Recordings used as evidence in a criminal prosecution or claim filed or litigation or potential claims and litigation shall be preserved for 100 days after conclusion of the court action
Surveillance/ Security Video (Jail)	C+13 mos.	C+13 mos.	GC § 34090.6	
Use of Force Supervisory Review Files	C+2	C+2	GC § 34090	Includes review forms, arrest report copies, logs
Warrants Felony	Recall after 10 years. Exception: Murder/ Escape	Recall after 10 years. Exception: Murder/ Escape	Local Government Guidelines	Recommended by the California Law Enforcement Warrant Officer's Association
Misdemeanor Criminal	Recall after 5 years	Recall after 5 years	Local Government Guidelines	Recommended by the California Law Enforcement Warrant Officer's Association
Served	C	C	Local Government Guidelines	Includes Warrant Service Information Card, alpha index card
Unserved (Local)	Until served, recalled or purged	Until served, recalled or purged	Local Government Guidelines	

PATROL				
California Vehicle Code Infractions (Duplicates)	C+90 days	C+90 days	GC § 34090	Original is forwarded to court
Parking/Traffic, Duplicates	C+2	C+2	GC § 34090	Originals are forwarded to court after agency processing; includes citations electronically created
Transmittals	C+2	C+2	GC § 34090	Listing of citations forwarded to court, filed for reference
Cards Dispatch	C+2	C+2	GC § 34090	
Field Interview	CL+2	CL+2	GC § 34090	
Citations 11357(e), Juvenile	CL+2	CL+2	H&S § 11361.5	
11357b H&S, 11357c H&S, 11360b H&S Violations	CL+2	CL+2	H&S § 11361.5	CA Admin Code, Chapter 1, Title II, Sec. 708
Cite and Release	CL+2	CL+2	GC § 34090	
Equipment Radio Logs (Communication)	C+2	C+2	GC § 34090	Documents problems, malfunctions, resolution to provide equipment performance history
General Orders	P	P	GC § 34090; Local Government Guidelines	
Patrol Requests (Correspondence)	C+2	C+2	GC § 34090;	From citizens for patrol presence
Radar Calibration Records	T+2	T+2	GC § 34090	Documentation of Radar instruments retained during use/ownership
Reports Accident	CL+2	CL+2	GC § 34090	Non-Jury
Traffic Collision Fatalities	P	P	Local Government Guidelines	
Vehicle Assignment Reports	S	S	Local Government Guidelines	Record of assignments
Down Reports	C+1	C+1	Local Government Guidelines	Printouts reporting which vehicles are down for repair, maintenance, etc.

Repossession/ Private Impounds	C+2	C+2	GC § 34090	
Service Schedules	S	S	GC § 34090	
Vests, Bulletproof Letters	C+2	C+2	GC § 34090	Authorization to purchase
Warrants Parking	Recall after 1 year	Recall after 1 year	Local Government Guidelines	Recommended by the California Law Enforcement Warrant Officer's Association
Traffic	Recall after 5 years	Recall after 5 years	Local Government Guidelines	Recommended by the California Law Enforcement Warrant Officer's Association
Weapons, Database	P	P	Local Government Guidelines	Departmentally-owned weapons, personal weapons, alternate weapons, secondary handguns; produces inventory reports
SERVICES				
Chemicals/Film Inventories	S	S	Local Government Guidelines	
Equipment Inventory/Sign-out Cards - Photo Lab	T	T	Local Government Guidelines	
Operations Files - Photo Lab	P	P	Local Government Guidelines	Retain until equipment no longer owned/used by department; Manuals, instructions, procedures for use/operations of photographic equipment
Grievance Files	S	S	GC § 34090	Grievance filed by employees, supporting documentation
Investigations, Background	C+1	C+1	GC § 34090	Non hired
Background Hired	C+2	C+2	Local Government Guidelines	Include original reports re: PC 832.5 investigations
Parades & Special Events File	S	S	GC § 34090	Reports, memos, correspondence, scripts, supplier information, assignments, deployments, supporting documentation
Permits Alcoholic Beverage Control License	L+2	L+2	GC § 34090	Approval Process
Concealed Weapons	CL+2	CL+2	GC § 34090	

Photographs Personnel	S+2	S+2	GC § 34090	
Negative Log	C+2	C+2	GC § 34090	
Negatives, Misc.	C+2	C+2	GC § 34090	Not case-related (Public relations, promotions, events, ceremonies, staff photos)
Press Releases	C+2	C+2	GC § 34090	
Press, Video Programs (Community Relations)	C+2	C+2	GC § 34090	Collection of videos of programs and events; outside press coverage of department
Property Files	C+2	C+2	GC § 34090	Original reports and supplemental documentation (Lost, Found, Safekeeping)
Property, Pawn Broker/Secondhand	C+2	C+2	GC § 34090	Sales, slips. Dealer required to file duplicate with agency
Reports Dealer of Gun Sales, Duplicate	C+6 mos.	C+6 mos.	GC § 34090.7	Original maintained by DOJ. Dealer required to file duplicate with agency
Restraining Orders, Emergency Protective Orders, Temporary Restraining Orders, Legal Stipulations, Orders After Hearing	C	C	Local Government Guidelines	Destroy after law enforcement actions described in PC 273.5, 273.6, 646.9, 12028.5, 13700 and Family Code Sections 6380-6383 are fulfilled and effective date of restraining order has expired.
Rosters (Divisional)	S+2	S+2	GC § 34090	Personnel assigned to division.
Schedules Daily	P	P	GC § 34090	
Watch Assignment/ Timekeeping Records	S	S	GC § 34090	
Speaker Requests	C+1	C+1	GC § 34090	Community and business requests for public appearances, speakers
Tests, Densitometer Results (Photo Lab)	C+2	C+2	GC § 34090	Daily tests of development chemicals/processes for quality control.
Training Bulletins	S	S	GC § 34090	
Event Files	Recall after 1 year	Recall after 1 year	GC § 34090	Correspondence, brochures, promotional materials, info on speakers, guests, supporting documents
Lesson Plans, Range	T+2	T+2		Scope, content, time period of courses

Personnel (by name)	CL+2	CL+2	GC § 34090	Paperwork documenting officers' internal and external training
Schedules, Range	P	P	GC § 34090	Daily, weekly, monthly schedules of training events at range
Volunteer Card Files	S	S	GC § 34090	Volunteers' identification, contact information
Animal Control				
Complaints	CL+2	3	GC § 34090 (d)	
Bite Report	P	3	GC § 34090 (d)	
Citations	S	CO + 2	GC § 34090 (d)	
Daily Logs	C+1	3	GC § 34090 (d)	
Impound records	C+2	3	GC § 34090 (d)	
Spay and Neuter Refunds	S	3	GC § 34090 (d)	
Code Enforcement				
Abandoned vehicles	Recall after 1 year	2	GC § 34090 (d)	
Case files	2	P	GC § 34090 (d)	Building, housing, and mobile home code violation records (including inspections, public nuisance, rubbish and weed abatement, vehicle abatement, citations, massage parlor permits, general).
Liens and releases, supporting	P	P	GC § 34090	Abatement.
Logs	2	2	GC § 34090 (d)	Lien recovery, citations, complaints.
Regulations	2	P	GC § 34090 (d)	Includes rules.
Reports, federal and state	2	P	GC § 34090 (a)	Code enforcement statistics (may contain records affecting title to real property or liens thereon).
Violations, building, property, and zoning	2	P	GC § 34090 (d)	Supporting code enforcement activity.
Management Information Systems				
Inventory, information systems	2	2	GC § 34090	Hardware/software inventory logs; systems manuals.

Program files and directories: Annual backup: Daily backup; Monthly backup: Weekly backup:	 2 C+2 mos. C+1 C+5	 2 C+2 mos. C+1 C+5	GC §§ 34090, 34090.7	
Tapes, information systems	2	2	GC § 34090	System generation.
Public Information				
Publications	2	2	GC § 34090	Brochures, newsletter, bulletins, press releases.
Recreation				
Inventory, records	2	2	GC § 34090	Inventory of non-current or inactive records holdings and location, indices
Public Records Requests	2	2	GC § 34090	
TAXIS	T+4	T+4	GC § 34090	License, permits for Taxicabs, shuttles, etc.

Note 1: The destruction of felony, misdemeanor and infraction Crime/Supplemental Reports permitted providing:
1. They do not relate to an unadjudicated arrest except for H&S 11357 or H&S violations;
2. They do not relate to unserved warrants;
3. They do not involve identifiable items which have not been recovered;
4. They do not relate to PC 290, PC 457.1, or H&S 11590 registrants;
5. They do not relate to violations listed in PC Sections 799 and 800;
6. The cases are not presently involved in either a civil or criminal litigation.

PUBLIC WORKS DEPARTMENT

Administration				
Agendas	C+2	P	GC § 34090 (d)	City Planning Commission agendas.
Agenda Reports	C+2	P	GC § 34090 (d)	City Council and Planning Commission.
Committees	2	P	GC § 34090	Member lists, minutes/agendas, informational material, reports.
Correspondence	2	P	GC § 34090 (d)	Working documentation.
General subject files	2	C+5	GC § 34090 (d)	Internal documentation.
Minutes	P	P	GC §§ 34090 (d), 36814, 40801	Official minutes and hearing proceedings of board or commission.
Permits	2	2	GC § 34090	Tree removal.

Photographs	2	P	GC § 34090 (d)	Aerial photographs.
Policies and procedures	2	2	GC § 34090	Includes, rules, regulations, standards.
Resolutions	P	P	GC § 34090	Board, commission, or committee.
Request for proposals (RFPs)	2	2	GC § 34090	
Speaker slips	2	2	GC § 34090	Information submitted by speakers at commission and committee meetings.
Studies and special reports	2	2	GC § 34090 (d)	
Tapes, CDs, recordings: Audio: Video:	 30 days 90 days	 30 days 90 days	GC § 54953.5 (b); GC § 34090. 7	When used for minute preparation; otherwise-2 years.
Engineering				
Bridges and overpasses	L	L	GC § 34090	Life of Structure.
Inspection	2	2	GC § 34090	Includes intersection, sidewalks, bridges, and overpasses.
Capital improvement projects	2	CL+10	CCP § 337.15	Supporting documents, including bidders' list, specifications, reports, plans, work orders, schedules, etc.
Construction traffic control plan	2	CL+10	CCP § 337.15	Daily tracking.
Drawings, traffic control plan	2	P	GC § 34090	Signs, signing and striping, road construction.
Flood control	2	2	GC § 34090 (d)	Storm drains.
Drainage Facilities	P	P	GC § 34090	Includes dams, lakes, basins, creeks
Flood Zones	P	P	GC § 34090	Includes flood maps
Insurance Programs	S+2	S+2	GC § 34090	Includes copies of policies, rules, programs
Policies/Procedures	S+2	S+2	GC § 34090	Rules and Regulations
Reports/Studies	CL+2	CL+2	GC § 34090	
Flood records	2	P	GC § 34090	
Permits	2	P	GC § 34090	Grading, encroachment.
Photographs	2	P	GC § 34090	Includes aerials.
Plans, capital improvement, projects	2	P	GC § 34090	Streets, curbs, gutters, sidewalks, storm drains, water, sewer, parks.

Policies and procedures	2	P	GC § 34090	Includes rules, regulations, standards.
Relocation files	2	CL+2	GC § 34090	Redevelopment.
Special districts	2	P	GC § 34090 (a)	Supporting documents re improvement, lighting, underground utility; bonds, taxes, and construction.
Street/alley (abandonment/ vacation)	P	P	GC § 34090 (a)	Relinquishment of rights and fee title.
Street naming and numbering	2	P	GC § 34090	
Studies	2	2	GC § 34090	Traffic volume, accident history, requests, statistics, drawings, supporting traffic devices.
Surveys	2	P	GC § 34090 (a)	Recording data and maps.
Parks and Street Trees				
Accident reports - employees	T+2	T+5	GC § 34090	Employees - kept in personnel file.
Accident reports - patrons	CL+2	CL+2	GC § 34090	Accidents of patrons using park facilities.
Inventory, equipment	AU+2	AU+2	GC § 34090	Warranties, purchase orders.
Landscape	C+2	C+2	GC § 34090	Contracts, complaints, specifications, photos, reports.
Landscape drawings	C+2	P	GC § 34090	Drawings.
Maintenance and operations	2	C+5	GC § 34090	Includes work orders, inspection, repairs, cleaning, reports, complaints.
Maps	P	P	GC § 34090	Irrigation, plot plans.
Pest Control	2	2	GC § 34090 (d)	Pesticide applications, inspections and sampling, documents.
Photographs	2	P	GC § 34090	
Plans, proposed	CU+2	2	GC § 34090	Future plans, new sites, expansions or until superceded.
Policies and Procedures	S+2	S+2	GC § 34090	Includes rules and regulations
Schedules, class and events	CU+2	CU+2	GC § 34090	Enrollment, liability releases, evaluations, attendance, fliers in personnel file.
Studies	CL+2	CL+2	GC § 34090	Future sites, expansions.
Streets and Electrical				

Abandonments/ Vacations	P	P	GC § 34090	
Closures	P	P	GC § 34090	
Easements, dedications, rights-of-way	P	P	GC § 34090	
Field books	P	P	GC § 34090	
Intersection records	C+2	C+2	GC § 34090	Includes correspondence, volume counts, accident history.
Landscaping	C+2	C+2	GC § 34090	Plants, tree maintenance, work orders.
Lighting	C+2	C+2	GC § 34090	Maintenance, work orders.
Maintenance/ Operations	C+2	C+2	GC § 34090	Includes work orders, inspection, repairs, cleaning, reports, complaints, signals, striping.
Maps	P	P	GC § 34090	Fire hydrants, lighting districts, wheelchair ramps, storm drains, streets, sidewalks, utilities.
Master Plans	CU+2	P	GC § 34090	Copies.
Parking: Lots/garages: Regulations: Parking meters:	 2 S+2 2	 2 P 2	GC § 34090	
Permit, parking	2	5	GC § 34090	Residential.
Signage	2	L+2	GC § 34090	Log books, index register cards, inventory lists, records of traffic signs.
Speed limits	S+2	L	GC § 34090	
Traffic count	2	2	GC § 34090	Evaluation of traffic volume.
Traffic safety	2	2	GC § 34090	Pedestrian safety, bicycle lanes.
Traffic signals	2	L	GC § 34090	Logs, drawings, wiring diagrams, codes, circuit numbers, installation records, testing and maintenance.
REDEVELOPMENT AGENCY				
Bonds	2	P	CCP § 337	Revenue bond documentation.
Loans	P	P	GC § 34090	Promissory notes, deeds of trust, detail information.
Programs	CL+3	P	24 CFR § 570. 502(b)(3); 24 CFR § 85.42, and OMB Cir. A-110, No. C	Includes comprehensive Housing Authority strategy, meeting credit certificate, housing bond advisory, in-lien housing mitigation, low/moderate housing, rental housing assistance.

Reports	2	P	GC § 34090	Activity, periodic.
Reports, federal and state	2	P	GC § 34090 (a)	Grants, community/urban development (includes CDBG)

RESOLUTION NO. 8524

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING THE DESTRUCTION OF CERTAIN PUBLIC RECORDS

WHEREAS, the City Council of the City of Redlands adopted Resolution No. 6576 on February 20, 2007, which established regulations governing the retention and disposition of records; and

WHEREAS, in accordance with the requirements of Resolution No. 6576, the Office of the City Manager has submitted an application for the destruction of certain public records which are described in Exhibit "A" to this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. That the application for the destruction of public records as described in Exhibit "A" is hereby approved.

ADOPTED, SIGNED, AND APPROVED this 6th day of February 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 adopted by the City Council at a regular meeting thereof held on the 6th day of February, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

Request to Destroy Public Records

Requesting Department Office of the City Manager	**Request Date:** 2/6/2024
Requester's name and job title Jennifer Macias, Management Analyst	
Requester's signature:	
APPROVED BY:	
Department Head: Janice McConnell, Assistant City Manager **Department Head Signature:**	

Description of Records	
BOX 1	
1994	Downtown Redlands Specific Plan No. 45 City of Redlands and Redlands Redevelopment Agency-COPY
1998	Civic Center/Mid-Town Programing Effort Report. Mayor and Council's City Center task force.
2000-2002	Agenda Items/ Requests for Council Action relating to Sports Park.
2001	Initial study /mitigated negative declaration and environmental assessment. Mission Zanja Creek flood control improvements. Redlands, California.
Oct.1995	1995 City of Redlands General plan -COPY
Aug.1995	1995 General plan Update. City of Redlands- COPY
Jan.1995	Summary of Water Facilities. Master plan and Capital improvement program for City of Redlands water system report-COPY
2002-2003	Division of Transportation Planning environmental justice. Planning Grant application. City of Redlands. Redlands Heritage linear park and trail.
Nov.2005	Application for designation as preserve America Community for the City of Redlands, California.
Oct.1995	City of Redlands General Plan-COPY
No date (after 2001)	The City of Redlands Police Department Facility/Building Deficiency Report.
No date	Wireless Communication Tower Map
	BOX 2
No date	Photos of downtown San Luis Obispo
No date	Employment Opportunity Flyer-Natural Resources Administrator
5/6/2005	Email to Jon Harrison re: zoning
5/2/2006	Email to Jon Harrison re: May 2, 2006 agenda item E9
7/5/2006	Email to Jon Harrison re: Tri-City Center
7/5/2006	Email to Jon Harrison re: Parking Structure

6/29/2006	Thank you letter to Jon Harrison
8/25/05	Letter from Cherrill Doty regarding San Timoteo Canyon property.
9/6/05	Redevelopment Agency agenda item F.1.a.
1990	Master Plan for Bikeway System in the City of Redlands. DRAFT.
2001	Memo regarding Status of Measure O Funds
2004	Memo to Mayor Peppler to John Davidson re City Park information.
2004	City of Redlands Recreation Commission. List of recommended repairs and improvements to City park and recreation facilities.
2005	Facilities Improvements at Community Field and Park. Redlands Baseball/Softball for Youth Inc.
1997	Old Pasadena Redevelopment project.
2005	City of Redlands, Land Conservation Funding Options DRAFT.
2002,2006, 2008,2009	Agenda for meetings of the City Council and the Board of Directors of the Redevelopment Agency of the City of Redlands with attachments.
2004	Tentative tract No.17265, 15469, 16361,
2005	City of Redlands Community Development Department, Planning Division. Socio Economics Cost Benefit Study. Tract No.17265,16465,16627.
2008	City Council Briefing Redlands Corridor Alternatives Analysis/Environmental Assessment (AA/EA) Study project overview.
2008	Development opportunities in the City of Redlands for GreentoneTec Solarindustrie GmbH and for Solution Solartechnic GmbH.
1999	Redlands General plan Figure 4.5. COPY
2002	Agenda Downtown Redlands Urban Design workshop.
1996	Selected Observation on Redlands Citrus and Open space.
1999	Downtown Specific Plan No.46 (2 copy)
1976	Redevelopment Plan. Redlands Redevelopment project as amended.
No date	Hotel proposal for Redlands, CA, not approved by Marriot International, Inc.
2005	City of Redlands, Tentative tract No.16465 and 16627 with mitigation monitoring and reporting program
2002	Downtown Parking Structures Feasibility Study
2006	Single Audit report on Federal Awards
2006	Basic Financial Statements and required supplementary information.
2009	California Department of Public Health. Save drinking water state revolving fund project funding for City of Redlands, project No.361-0037-004.
2006	Wave, Maximizing Water assets.
2009	Upper Santa Ana River WashLand management Agenda
2006-2005	Redlands City Municipal Airport Compatibility Map.
2006	Proposed Powerline Grove Map
2006	Proposed zone Change No.416 Map
2006	Municipal Utilities department development requirements conditional use permit No.884 Map
2006	Ordinance No.2628-COPY
2006	Ordinance No.2629-COPY
2006	Interoffice memo SB County Board of Supervisors Hampton Heights

1987	Memo re General Obligation Bonds – Open Space
2005	Excerpt from minutes to the Airport, Advisory Board Meeting, Dec.7,2005, Includes: Attachment I Exhibits 1-5 (California Airport Land use planning handbook), Attachment P, Attachment Q, Attachment R
No date	Welcome to Redlands (CD)
2005	Public Policies to make Great Communities Happen.
No date	Map Conceptual Grading plan No.2232
1/28/2003	Letter from Point Center Finance to City Council Re the Covington Development
2003	Map Redlands Sports park
No date	Map Redlands Big League Dreams
2002	Holiday Inn Prototype
2002	Redlands Commerce Center Building E 1760 Marigold Street, Redlands, CA 92374
2002	Redlands Chamber of Commerce Letter
2002	Resolution No.6007-COPY
2002	Interoffice memorandum from John Davidson to Jeff Shaw "Priority of Projects"
2002	Response to Notice of Preparation of the RUSD.
1999	Preserving Your Community's Heritage pamphlet. The National Park Service, the National conference of State historic reservation's officers.
2001	Preservation in the Northside – Lugonia District, letter.
2001-2002	Tri-County Conservation League along Santa-Ana
No date	City of Colton Action on signs
1999	Trail guidelines and standards
2003	City of Redlands Trails Map
2003	Letter: Regulations for use of Redlands Mall Parking Facilities
2003	Request for proposal form City of Hollywood, Florida
2002	Market Analysis of Consumer Behavior in the City of Redlands
1999	City of Redlands Sign Code-COPY
2002	Interoffice Memo-City of Riverside Planning re CLG Requirements
2001	Redlands Mall of America LLC, Letter: Proposed Omnitrans Transit Center.
2000	Letter from Janet Hansen, City of Riverside, Re: Certified Local Government Program-Annual Report.
2002-2003	Incoming letters from: Redlands Chamber of Commerce, Redlands Police Department, Wallender, others.
2002	Redlands Citrus Associates, Applicant : Western Realco.
2003	Map Big League dreams sports park 127 E. State Street Redlands, 92373
2002	Property profile: Redlands: 409 Orange street, 21 W. Stuart Ave., 205 W. Stuart Ave., 31 W. Stuart Ave.
1976	Lease agreement.
2002	Community Development Department, Budget presentation.

2001	Letter from City of Redlands Finance Department, The National Arbor Day
2002	Agenda Resolution 6043-COPY
No date	Redlands Mall map
2002	Federal Register Vol.67 No. 91 Notices
2002	Correspondence (requests, letters, agendas) for Jon Harrison
2002	Downtown Redlands -Bridge Team
2002	University of Redlands Market Study for proposed Hotel
No date	An initiative measure to be submitted directly to the voters notice of intent to circulate petition
2000	Liveable-Mixed Use Alternative East Valley Corridor Specific Plan
2000	Agenda City of Redlands planning meeting, March 14,2000
2002	Redlands Business Survey, June 18, 2002 for Redlands City Council, June Yamamoto, Crafton Hills College
2002	City of Redlands, Community Facilities District No.2001-1
2003	Gold line Refreshing transportation
	BOX 3
2009-2011	Fiscal year budget 2009/2010 and 2010/2011 (Notes, Correspondence, Reports)
2000	The Redlands 2000 Committee (Brochure, 2 Copies)
1991	Redlands 2000 Status Report April 1991
1990	Redlands 2000 Status Report September 1990
05/22/2014	Agenda Item No.9 from Board of Directors Meeting 5/22/2014 - Discussion Calendar. Orange County Fire Authority Organization Study
12/03/2005	Sports Park Groundbreaking (Notes, Correspondence, Reports)
2008-2015	Memorandum Requesting City Manager's signature for Certificate of Acceptance, Contracts, and Subdivision Improvement Agreements.
10/23/2006-04/05/2007	City Manager File Re: Sam J Ricardo (Statement of Economic Interest, Personnel Action Form, Employment Agreement, Timesheet, Resume)
10/15/2008	ESRI Letter requesting environmental review of land W. Redlands Blvd. between Texas and New York St.
05/01/2009	Employment Agreement between Larry Burgess and A.K. Smiley Library
2006	Smothers Appraisal, Appraisal for property located at 301 W. Palm Ave
06/25/2006, 06/26/2006	Mace Fund – Checks (2) (COPY)
2009-2010	CM Assignment / Service request log (2009), including City Council meeting notes (2010), Request for City Council action from Dennis Bell (Feb. 28,2010)
2007-2008	Air Support Unit (ASU) Program Summary, Financial Notes, Reports
2005-2006	City of Redlands Natural Resource Planning and Management Support Services Program prep.by University of Redlands, Center for Environmental Studies, Purchase order, Notes, Request for City Council Action, Agreement to Furnish Consultant Services.
7/22/2008	Strategic Projects for Immediate Downtown Improvements(draft)
2008-2009	City Manager's Briefing Agenda with City Council members

2004	Transportation Planning Grant Application Cover Sheet, Project summary for the East Valley Citrus Heritage Linear and trail, Resolution No.6330 (2 copies)
2006	City Manager File Re: Steven H. Dukett (Offer of employment, Professional Biography, Acceptance of offer)
1991-1995 2000 2002-2005 2007-2008	City Manager Agreement File: • Request for Council action, Re: Amendment to Employment agreements and Contract Amendments • Amendment to Employment Contract (DRAFT) • Amendments to Employment Agreement-Daniel J. McHugh (Copy) • Memorandum of Understanding between City of Redlands and Redlands Association of Management Employees (07/01/2004-06/30/2009) • City Council Agendas containing items regarding employment agreement amendments • Employment agreement between City of Redlands and N. Enrique Martinez • Employment Agreement between City of Redlands and John Davidson • Correspondence Re: Employment Agreement with City of Redlands to John Davidson • Interim City Manager Employment Agreement- Larry E. Burges, • IAFF Local 1354 and City of Redlands Re: (Out-of-class pay) Letter to City Attorney date 02/25/2002 • Agreement between City of Redlands and Renee V. Mayne, Labor Management Success • Fax Coversheet dated 12/3/2002 • Employment agreement between City of Redlands and Gary M. Luebbers date 08/05/1997 (Copy) • Fax Coversheet dated 5/22/1997 regarding Request for Changes to Employment Agreement • Amendment to Employment Agreement – Gary M. Luebbers (2 Copies) • Consulting Agreement between City of Redlands and Project Management Facilitators dated 04/23/1991 • General and Special Release and Settlement Agreement between City of Redlands and Bonnie J. Johnson dated 03/18/2003 • Memorandum Re: City Council Agendas 08/01/2008
1999-2020	Airport Advisory Board (List of Members, contact information, and addresses for term members, 1999-2020)
2001-2009	Business and Economic Development Advisory Commission (List of Members, contact information and addresses for term members, 2001-2009)
2010-2014	Citizen Financial Advisory Committee (List of Members, contact information, and addresses for term members, 2010-2014)

1996-2016	Citrus Preservation Commission (List of Members, contact information and addresses for term members,1996-2016)
1994-2015	Cultural Art Commission (List of Members, contact information and addresses for term members, 1994-2015)
1986-2015	Historic and Scenic Preservation Commission (List of Members, contact information and addresses for term members, 2001-2009)
2000-2011	Housing Commission (List of Members, contact information and addresses for term members, 2000-2011)
1996-2018	Human Relations Commission (List of Members, contact info and address for term in period 1996-2018)
1994-2020	Public Works Infrastructure Committee AdHoc /Municipal Utilities/Public Work Commission (List of Members, contact information, and addresses for term, 1994-2020)
2004, 2006	Open space Ad Hoc Committee (List of Members, contact information and addresses)
1993-2017	Parks and Recreation Advisory Commission (List of Members, contact information and addresses for term members, 1993-2017)
2005	Parolee/Group Home Focus Group Notes
1993-2015	Internal Planning Commission/ Planning Commission (List of Members, contact information, and addresses for term members, 1993-2015)
2006-2011	Relocation Appeal Board (List of Members, contact information, and addresses for term members, 2006-2011)
1999-2015	Street Tree Committee (List of Members, contact information, and addresses for term members, 2001-2009)
1994-2013	Traffic and Parking Commission (List of Members, contact information and address for term members, 1994-2013)
1999-2007	Trails Committee (List of Members, contact information and addresses for term members, 1999-2007)
2012-2016	Application of Appointed Commission members for Traffic and Parking Commission
2018	Application of Appointed Commission Student members for Traffic and Parking and Human Relations, and Planning Commission
2012-2017	Application of Appointed Commission members for Street Tree Committee
2010, 2013-2014, 2017	Application of Appointed Commission members from Planning Commission
2012-2013, 2016-2017	Application of Appointed Commission members from Parks and Recreation Commission
2012-2014, 2016-2017	Application of Appointed Commission members from Municipal Utilities / Public Works Commission
2014, 2016, 2017	Application of Appointed Commission members from A.K. Smiley Public Library Board of Trustee

2012,2014, 2017	Application of Appointed Commission members from Human Relations Commission
2013-2017	Application of Appointed Commission members from Cultural Arts Commission
2013-2017	Application of Appointed Commission members from Citrus Preservation Commission
2013-2017	Application of Appointed Commission members from Airport Advisory Board
2011, 2014-2015, 2017	Application of Appointed Commission members from Historic and Scenic Preservation Commission
2012-2019	Declined Applications for Commission members from: • Traffic and Parking Commission • Street Tree Committee • Planning Commission • Parks and Recreation Commission • Municipal Utilities / Public Works Commission • Measure T Oversight Committee • A.K. Smiley Public Library Board of Trustee • Human Relations Commission • Cultural Arts Commission • Citrus Preservation Commission • Airport Advisory Board • Historic and Scenic Preservation Commission • Utility Advisory Committee for Water and Wastewater Utilities Rate Study

Location of Records:
Office of the City Manager, 300 E. State Street Suite 690

Number or quantity of Records to be destroyed:
3 BOXES

This request is to destroy the:
- Original and duplicates

Dates of each record or inclusive dates of each record series:
From: 1976, and from 1990 to 2020

This request is approved by City Council on: February 6, 2024

_____
Eddie Tejeda
Mayor of City of Redlands

ATTEST:

Jeanne Donaldson, City Clerk

And approved by the City Attorney on: 1/30/2024

Yvette M. Abich Garcia
City Attorney

NOTE: Attach the department head Certification to this request when submitting for approval

City Council Meeting **I. 5.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Side Letter of Agreement between the City and Teamsters Local 1932 modifying language in Article 27 of the Memorandum of Understanding to clarify sick leave benefits at the time of retirement (Assistant City Manager McConnell)

MOTION(S):

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

I move to approve the side letter of agreement between the City of Redlands and Teamsters Local 1932 modifying language in Article 27 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 Teamsters Local 1932.

DISCUSSION:

On July 25, 2023, the Council approved a Memorandum of Understanding (MOU) between the City and Teamsters Local 1932. 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 the option of cashing out sick leave is not allowable. The City met with representatives of the Teamsters and agreed to modify Article 27 of the current MOU. This new language clarifies the benefit provided to unit members. All employees in the unit will deposit the balance of their sick leave into the PEHP or utilize 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:
Janice McConnell, Assistant City Manager

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

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

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

Fiscal Impact

Discussion:

There is no fiscal impact associated with this item.

Attachments

Side Letter Agreement

CITY OF REDLANDS AND TEAMSTER LOCAL 1932
SIDE LETTER OF AGREEMENT (2024)

This Side Letter of Agreement amending the July 1, 2023 – June 30, 2026 Memorandum of Understanding between Teamsters Local 1932 (Teamsters) and the City of Redlands ("City") is made and entered into this 6th day of February, 2024. Teamsters and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, on July 25, 2023, Teamsters and the City agreed to a Memorandum of Understanding ("Teamster 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 27, Sections D, E, and F of the Teamsters MOU; and

WHEREAS, representatives of the City and Teamsters have met and conferred in good faith, and now wish to effect changes with respect to Article 27, Section D, E, and F.

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

AGREEMENT

Section 1. Article 27, Sections D, E, and F of the Teamsters MOU, entitled "Sick Leave" is hereby amended to read as follows:

D. ***AT SEPARATION OF SERVICE:*** Upon voluntary separation of service (excluding retirement), or layoff with the City, Unit employees with ten (10) or more years of continuous service will be eligible to cash in unused sick leave at the following formula:

YEARS OF SERVICE	PERCENT
10 – 15	**25 %**
16 – 20	**35 %**
21+	**50 %**

E. ***UPON SERVICE RETIREMENT:*** Upon service retirement under the PERS retirement plan, Unit employees may elect to have all remaining sick leave accrued at the time of retirement converted to cash value at their final rate of pay, and deposited in the Post Employment Health Plan (PEHP) where it can be used for covered expenses such as applicable premiums payable under the City's medical insurance program for the employee and the employee's eligible dependents. In the event that the employee dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied toward the premiums of covered dependents until exhausted, subject to the conditions and limitations of the PEHP.

F. ***CONVERSION TO SERVICE CREDIT:*** In lieu of benefit E above, Unit employees may elect to have all remaining sick leave accrued at the time of service retirement converted to PERS service credit.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

TEAMSTERS Local 1932

_____
Rich Smith, Business Agent

Attest:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 6.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the 2021 Homeland Security Grant Program Funding award in the amount of $18,679 for the purchase of portable radios and authorize an additional appropriation for the same amount (Fire Chief Sessler)

MOTION(S):

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

I move to accept the Federal Emergency Management Agency 2021 Homeland Security Grant Program funds in the amount of $18,679 for the purchase of portable radios, and approve an additional appropriation for the same amount.

RECOMMENDATION:

Staff recommends that City Council accept the Federal Emergency Management Agency 2021 Homeland Security Grant Program funds in the amount of $18,679 for the purchase of portable radios, and approve an additional appropriation.

DISCUSSION:

To keep up with changing technology and ensure proper communication ability during major emergencies, the Redlands Fire Department sought funding for the purchase of three (3) APX6000 XE 800 MHz Portable Radios, chargers, and accessories. These new portable radios will replace current XTS5000 radios that have been in service for 15 years. The new APX6000 radios also have the ability to interface with our self-contained breathing apparatus (SCBA). The ability for our SCBA to link directly to our portable radios will improve the clarity of radio transmissions, as well as enhance overall incident communications during emergent events, including acts of terrorism. Surrounding agencies are also upgrading their portable radios to the newer Motorola radios, which will

improve interoperability and communications when responding to a multi-agency incident. The APX6000 radios will coincide with the programming capabilities and format that our current radio shop supports. These new APX6000 radios will allow the department to transition away from obsolete technology, while improving interoperability with local, state and federal agencies.

ALTERNATIVES:

Not accept funding from the FEMA FY202 Homeland Security Grant Program for portable radios.

STRATEGIC PLAN:

Priority B - Public Health & Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year:	20203-2024
Appropriation Required Y/N:	Y
Amount:	18679

Discussion:

The FEMA 2021 Homeland Security Grant Program does not require matching funds. The additional appropriation in the amount of $18,679 is entirely offset by an increase of the same amount in grant revenue.

Attachments

FY21 Authorization to Spend Letter
Additional Appropriation

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

SAN BERNARDINO COUNTY

Office of Emergency Services

Leonard X. Hernandez
Chief Executive Officer

Daniel Muñoz
Deputy Executive Officer

August 29, 2022

TO: **CITY/TOWN GRANT PROGRAM MANAGER**

SUBJECT: **FY2021 HOMELAND SECURITY GRANT PROGRAM (HSGP) AUTHORIZATION TO SPEND**

The California Governor's Office of Emergency Services has approved your FY2021 HSGP project(s). As of the date of this letter, you are authorized to make expenditures using FY2021 Homeland Security Grant Program (HSGP) funds.

Be aware that your project allocation amount may have changed. Take note of the amount located on the attached project worksheet. Should you need to submit a modification request to change your project in any way, including increasing the quantity of items, please do so as soon as possible. The next deadline to submit modification requests is 9/30/22.

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

Please note the following:

1. **First Milestone Deadline**: All projects should be 30% completed by **12/31/22.**

2. **Modifications**: All project changes require pre-approval from Cal OES prior to incurring any costs. Modification requests are due quarterly. Refer to the FY21 Grant Deadlines for submission dates. The scope of work on projects identified as National Priority projects cannot be modified. Changes in quantities on National Priority projects must have FEMA approval.

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

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

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

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

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

Refer to the grant guides for additional procedures and requirements.

If you have any questions, please feel free to contact the Grant's Unit at (909) 388-5832.

Sincerely,

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

DM/ts

Attachments

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 1/4/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Fire Department

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Special Departmental Supplies	200250	7810		$ 18,679.00
				$ $ 18,679.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200250	4407		$ 18,679.00
				$ $ 18,679.00

JUSTIFICATION: FY21 FEMA Homeland Security Grant Program Award

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **I. 7.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the sole source purchases of the Collision Report Writer application from Crossroads Software in the amount of $39,900, and the Spillman Crossroads Accident Computer Aided Dispatch (CAD) Interface from Motorola Solutions in the amount of $37,612.23 for a total cost of $77,512.23 (Police Chief Tolber)

MOTION(S):

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

I move to approve the sole source purchases of the Collision Report Writer application from Crossroads Software, and the Spillman Crossroads Accident Computer Aided Dispatch (CAD) Interface from Motorola Solutions for a total cost of $77,512.23.

RECOMMENDATION:

Staff recommends City Council approve the sole source purchases of the Collision Report Writer application from Crossroads Software in the amount of $39,900.00 and the Spillman Crossroads Accident Computer Aided Dispatch (CAD) Interface from Motorola Solutions in the amount of $37,612.23 for a total cost of $77,512.23.

DISCUSSION:

Over the past three years, Redlands Police Department personnel have been tasked with several new state and federal mandates which have reduced time previously allocated for proactive policing. In addition to the recently implemented mandates, traffic collisions continue to encompass many of the calls for service handled by police department personnel. In an effort to identify additional resources which may enhance department efficiency and ensure

personnel may focus on public service efforts, the department has conducted research on technologies available to streamline the collision writing process and is recommending the purchase of the Crossroads Software Collision Report Writer application and Spillman Crossroads Accident CAD Interface.

The Crossroads Software Collision Report Writer application is a report writing system for mobile and desktop computers which provides an all-in-one for writing, reviewing, and approving collision reports. The software provides up-to-date access to the approved California Highway Patrol Accident Investigation forms, can produce sketches, and has a dupe function to allow involved party information to be copied to the injury page. The application transmits collision data to the California Highway Patrol for upload to the Statewide Integrated Traffic Records System, eliminating an additional task for Police Department Records personnel. The Crossroads Software Collision Report Writer application is a one-time cost that can be installed on as many devices as deemed necessary.

Coupled with the Motorola Spillman Crossroads Accident CAD Interface, collision data can be exported into the department’s CAD and Record Management System (RMS). The Spillman Interface parses out data and populates the correct fields, eliminating the need to manually populate required data fields.

The Police Department requests approval to purchase the Crossroads Software Collision Report Writer application and Spillman Crossroads Accident CAD Interface as sole source purchases in order to streamline internal collision report writing and report workflow processes, timelier uploading into the California Highway Patrol's Statewide Integrated Traffic Records System, reduce timely data input for staff, and direct data importation into the department's CAD-RMS.

ALTERNATIVES:

Do not approve the sole source purchases of the Collision Report Writer application from Crossroads Software and the Spillman Crossroads Accident Computer Aided Dispatch (CAD) Interface from Motorola Solutions.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Rachel Tolber, Chief of Police

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Shayna Walker, Operations Manager

Fiscal Impact

Fiscal Year:	2023/24
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$77,512.23
Budgeted Y/N:	Y
Account No.:	101201-6703

Discussion:

The cost associated with these products and services is $77,512 and this expense is included in the Police Department's budget for FY 2024.

Attachments

Crossroads Software Quote
Crossroads Sole Source
Spillman Crossroads Accident Interface Quote
Spillman Sole Source

Crossroads Software
407 W Imperial Hwy STE H #378
Brea, CA 92821 US
714-990-6433
kkalberg@crossroadssoftware.com
www.crossroadssoftware.com

Cost Proposal

ADDRESS
Redlands Police Department 1270 W Park Ave Redlands, CA 92373

SHIP TO
Redlands Police Department 1270 W Park Ave Redlands, CA 92373

COST PROPOSAL #	DATE	EXPIRATION DATE
1138	06/01/2023	06/30/2024

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Report Writer - desktop	Crossroads Report Writer for collision reporting (desktop) - site license	1	9,800.00	9,800.00
Report Writer - mobile	Crossroads Report Writer for collision reporting (mobile) - site license	1	3,900.00	3,900.00
CHP Upload	Interface to Upload Collision Report Data and Documents to the CHP SWITRS System	1	24,800.00	24,800.00
RMS Interface	Interface to Output Collision Records to RMS (Spillman)	1	3,900.00	3,900.00
Project Management and Training	Project Management (dedicated PM) and Training (via on demand training videos)	1	300.00	300.00
Maintenance and Support-Collision	Annual Maintenance and Support (Includes upgrades to new versions as they become available)	1	2,900.00	2,900.00
Agency Discount	Agency Discount (mobile collision app discount)	1	-5,700.00	-5,700.00
	TOTAL			**$39,900.00**

Accepted By

Accepted Date

Sole Source/ Single Source/ Standardization Form

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

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

Date: 1/9/24

TO: Purchasing Division

FROM: Shayna Walker

Purchase Requisition # _____

Estimated Total Cost: $ 39,900.00

Proposed Vendor: Crossroads Software

Request Term: 10 years

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: CAD-RMS software

Manufacturer/Model Number: Spillman/ Motorola

Age: 18 years

Current Estimated Value: $1,000,000.00

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

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

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

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

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

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

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

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

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

Over the past three years, Redlands Police Department personnel have been tasked with several new state and federal mandates which have reduced time previously allocated for proactive policing. In addition to recently implemented mandates, traffic collisions continue to encompass many of the calls for service handled by police department personnel. In an effort to identify additional resources which may enhance department efficiency and ensure personnel may focus on public service efforts, the department has conducted research on technologies

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*:**

Staff researched what other collision software systems would be compatible with the departmer

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.

Shayna Walker Kevin Johnston Kimberly Howard

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

Continue writing and processing traffic collision reports manually.

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

Shayna Walker Digitally signed by Shayna Walker DN: cn=Shayna Walker, o=Redlands PD, ou=Police, email=swalker@redlandspolice.org, c=US Date: 2024.01.09 12:48:57 -08'00' 01/09/2024

Prepared by Date

_____

Department Director Date

Purchasing Approvals

_____

Purchasing Agent Approval Date

_____

City Manager Approval Date

Quote and Purchase Addendum

Quoted Date:	December 7, 2023	Quote Number:	1378657
Quote Expiration:	April 15, 2024	Prepared By:	Tally Gochis

Services Include

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Motorola Solutions will assign a Flex Project Manager as the agency's single point of contact. This individual will coordinate Motorola's expert staff as needed to ensure a smooth upgrade transition.

Included in Quote

Crossroads Interface:

Accident Interface

Package Quote
$25,272.23

***Sales Tax Not Included**

Support & Maintenance Years 2-5

- Future maintenance is estimated for your planning purposes and is not included in the first year purchase amount.
- 2nd-year maintenance will begin 12 months from production implementation.

Year 2 Support & Maintenance Total (Due 12 months after implementation)	$2,906
Year 3 Support & Maintenance Total (Due 24 months after implementation)	$3,022
Year 4 Support & Maintenance Total (Due 36 months after implementation)	$3,143
Year 5 Support & Maintenance Total (Due 48 months after implementation)	$3,269
Total Years 2-5 Support & Maintenance	**$12,340**

5 Year Total: $37,612.23

Payment Terms

- $25,272.23 First year payment amount due net 30 upon receiving invoice after project completion
- Customer agrees to pay all invoices within thirty (30) business days of invoice date

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman Technologies. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

Redlands Police Department	
Customer Name	Authorized Signature
Date	Print Name and Title
Bill To Address	Ship To Address

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: 1/9/24

TO: Purchasing Division

FROM: Shayna Walker

Purchase Requisition # _____

Estimated Total Cost: $ 37,612.23

Proposed Vendor: Spillman-Motorola

Request Term: 10 years

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: Computer aided dispatch and records management software

Manufacturer/Model Number: Spillman-Motorola Solutions

Age: 18 years

Current Estimated Value: $1,000,000.00

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

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

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

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

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

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

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

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

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

Motorola Spillman Crossroads Accident CAD Interface was designed and created by Spillman to ensure the Crossroads Software Collision Report Writer application would import data directly into the departments CAD-RMS system. Once the data is imported into Spillman, the Spillman Interface parses out the data and populates the correct fields, eliminating the need to manually populate required data fields.

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

☐ Yes ■ No

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

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

Shayna Walker Kevin Johnston Kimberly Howard

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

Continue to manually add data into the department's CAD-RMS system.

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

Shayna Walker Digitally signed by Shayna Walker DN: cn=Shayna Walker, o=Redlands PD, ou=Police, email=swalker@redlandspolice.org, c=US Date: 2024.01.09 12:57:22 -08'00' 01/09/2024

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City Council Meeting **I. 8.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Agreement with CRS Redlands for $180,000, paid from the Encampment Resolution Funding Grant, to provide temporary shelter beds to the homeless, and determine that the agreement is exempt from environmental review pursuant to Section 15301 of the State's Guidelines for Implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

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

1. I move to determine that approving the agreement for Homeless Resource Services is exempt from environmental review pursuant to Section 15061(b)(3) of the CEQA Guidelines; and

2. I move to approve the Agreement with CRS Redlands for $180,000, paid from the Encampment Resolution Funding Grant.

RECOMMENDATION:

Staff recommends City Council approve the Homeless Resource Services agreement with the Church of Religious Science of Redlands, doing business as CRS Redlands as identified in the Encampment Resolution Funding Grant proposal and award to provide temporary shelter beds to the homeless population in Redlands.

Staff further recommends that the City Council determine that the approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The State of California has established the Encampment Resolution Funding Program (“ERF” or “Program”) which is administered by the California Interagency Council on Homelessness (“Cal ICH”) in the Business, Consumer Services and Housing Agency (“Agency”). ERF provides one-time, competitive grant funds for Continuum of Care and/or Local Jurisdictions. To date, there have been two rounds of the Encampment Resolution Funding Program.

The City of Redlands has been awarded $4,529,069 in ERF funds to resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness has the intent of addressing the safety and wellness of people within encampments, resolving critical encampment concerns, and transitioning individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches.

As part of the City of Redlands grant proposal, the Church of Religious Science of Redlands, doing business as CRS Redlands was identified as a partner capable and willing to provide temporary shelter beds in Redlands, one of the first steps in transitioning chronically and literally homeless individuals into permanent housing solutions. Placement in these shelter beds will be coordinated through the Homeless Solutions Outreach teams and are a critical step in meeting our granted milestone of placing 200 individuals in permanent housing.

Church of Religious Science of Redlands doing business as CRS Redlands will be providing 500 shelter bed nights to homeless individuals in Redlands over the term of the agreement, which will be from February 2024 through June 2026.

ALTERNATIVES:

The City Council may direct staff to find alternative shelter placement options needed to meet the grant milestone requirements.

STRATEGIC PLAN:

Priority B.4 Homelessness

SUBMITTED BY:
Assistant City Manager Boatman

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

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

PREPARED BY:
Don Craw, Senior Manager FCS

Fiscal Impact

Fiscal Year:	2023-24
Revenue Generating:	NO
Appropriation Required Y/N:	NO
Amount:	$180,000
Budgeted Y/N:	YES
Account No.:	200120

Discussion:
Grant funds have been budgeted based on award.

Attachments

Homeless Service Agreement
NOFA
Associated Grant Agreement

HOMELESS RESOURCE SERVICES AGREEMENT

This agreement for the provision of Homeless Resource Services ("Agreement") is made and entered in this 6th day of February, 2024 "Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Church of Religious Science of Redlands dba CRS Redlands, a California non-profit corporation ("Provider"). City and Provider are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Provider agree as follows:

ARTICLE 1 – ENGAGEMENT OF PROVIDER

1.1 This Agreement is being funded by grant funding from the State of California Encampment Resolution Funding Program ("ERF Grant") and administered by the California Interagency Council on Homelessness ("Cal ICH"). City is a grantee of the ERF Grant.

1.2 City hereby engages Provider to provide homeless resources and services for City (the "Services").

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

ARTICLE 2 – SERVICES OF PROVIDER

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

2.2 Provider shall comply with applicable federal, state, and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws. This Agreement is subject to any additional restrictions, limitations, conditions or statutes, regulations or any other laws whether federal, State of California or any agency, department or any political subdivision of the federal or State of California which may affect the provisions, terms or funding of the ERF Grant and this Agreement in any manner.

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates David Rabindranath, Homeless Solutions 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 Provider shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services" ("Services") which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be from the Effective Date through June 30, 2026, until all available ERF Grant funds have been expended, or unless terminated earlier as provided herein.

4.3 Provider shall provide all information required by City to conform to the reporting and auditing requirements of the ERF Grant for which Services are associated as required by this Agreement

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

ARTICLE 5 – PAYMENTS TO PROVIDER

5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of one hundred eighty thousand dollars ($180,000). City shall pay Provider in the amount of sixty thousand dollars ($60,000) upon execution of this Agreement so that Services can be expedited to the homeless population. Two additional disbursements of sixty thousand dollars ($60,000) will be made when reconciliation reports have been submitted and approved that show expenditures of eighty-five percent (85%) of the previous distribution.

5.2 Provider shall submit monthly reconciliation reports to City describing the Services provided during the preceding month in accordance with Exhibit "B" titled "Rate Sheet," which is attached hereto and incorporated herein by this reference. Provider's reconciliation reports shall include a brief description of the Services performed, client identification, the dates the Services were performed, the value of resources expended, and any other pertinent information related to the Services. Additional ERF Grant auditing and reporting documents requirements are described in Exhibit "C" titled "ERF Grant Reporting" which is attached hereto and incorporated herein by this reference. Any additional required information or reporting will be requested in writing by the City as needed and shall be provided by Provider in a timely manner.

5.3 Upon termination of Agreement, any unexpended funds shall be returned to the City within 15 days. If at any time during the term of the Agreement, Provider determines or anticipates unexpended funds will be present at termination, Provider is to contact the City in writing and coordinate possible reallocation of funds to ensure service goals of the ERF Grant are met.

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

CITY	PROVIDER
City Clerk	Edward Torres, President
City of Redlands	Church of Religious Science of Redlands
35 Cajon Street	602 Church St
P.O. Box 3005 (mailing)	Redlands, CA 92374
Redlands, CA 92373	President@crsredlands.org
jdonaldson@cityofredlands.org	760-567-3259 – Cell Ed Torres
(909) 798-7531	Fax: 760-359-0235 (Efax)

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

be primary and non-contributing to any insurance or self-insurance maintained by City.

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of City to enforce at any time the provisions of this Agreement, or to require at any time, performance by Provider of this Agreement, shall in no way be construed to be a waiver of such provision nor to affect the validity of this Agreement or the right City to enforce the provisions of this Agreement.

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

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

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

8.5 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Provider of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Provider's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Provider at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Provider. Upon receipt of a termination notice, Provider shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Provider in performing the

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

8.6 This Agreement is valid and enforceable only if sufficient funds are made available from the State of California by legislative appropriation to continue funding the ERF Grant. If the ERF Grant funding is not appropriated by the Legislature or the ERF Grant is terminated or cancelled, the City may terminate this Agreement pursuant to Section 8.4.

8.7 Provider shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of five (5) years, or for any longer period required by law, from the date of final payment to Provider pursuant to this Agreement. City shall have the right to review, obtain and copy all records and supporting documentation pertaining to the performance of Services under the Agreement. Such books shall be available upon reasonable notice and during normal business hours for examination, inspecting and copying of records and documentation related to the Services provided under this Agreement, by City at the office of Provider.

8.8 During the performance of this Agreement, Provider and its employees and subcontractors shall not unlawfully discriminate, harass, or allow harassment against an employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin, pregnancy, physical disability, mental disability, medical condition, age, genetic information, marital status, military and veteran status, denial of medical and family care leave, pregnancy disability leave or any other protected class under state or federal law. Provider shall ensure that the valuation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Provider shall comply with the provisions of California law against discriminatory practices relating to such protected classes.

8.9 Provider agrees to comply with the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and have or will provide a drug-free workplace.

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

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

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

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

CHURCH OF RELIGIOUS SCIENCE OF REDLANDS

By: _____
Edward Torres, President of the Board

By: _____
Holly Bocanegra, Church Board Secretary

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Provide temporary shelter beds for City Homeless Solutions referred clients during transition to permanent housing solutions.

Shelter bed shall include the following:

- Occupation of space during a minimum of 7pm – 7am daily
- Bed (Floor Mats / Cots)
- Access to restroom
- Heating/Cooling
- Access to food resources or meals.
- Case management and client support services.

Provider to post all rules and guidelines for occupancy and make copy available to clients at time of check-in.

Provider shall maintain onsite staff at all times during occupancy.

Provider to maintain current occupancy report of clients and provide to City weekly.

Provider shall make available 500 bed nights as requested by City outreach teams during the term of the agreement. Beds shall be available for either men or women in separate locations.

EXHIBIT "B"

RATE SHEET

Shelter Bed / Room Nightly Cost	$32.00 per night
Staff Hourly Rate (Fully Burdened) for Case Management / Housing Navigation	$28.75 per hour
Supplies / Services Provided Directly to Client	Actual Cost
Admin Cost	5%

EXHIBIT "C"

ERF GRANT AUDITING AND REPORTING

Provider shall submit to all reporting and auditing requirements of the ERF Grant including but not limited to the following:

Provide monthly reports of expenditures and services provided that include outreach and service path data at the anonymized level.

Maintain housing status data for persons served in the aggregate.

Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Provider shall maintain and make available, individual, client-level data for persons served by grant funding to the City, in addition to any data reported through local Homeless Management Information System, as required by the ERF Grant for the purposes of research.

Provider shall comply with the data entry requirements of AB977, located at Welfare and Institutions Code section 8256(d).

Provider shall participate in a program evaluation regarding implementation of the ERF Grant is requested.

For the purpose of evaluation, Cal ICH, or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits. Provider should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation of the ERF Grant.

Provider shall coordinate and cooperate with City provided independent certified public accountant for audit purposes if requested.

Record Inspection: Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under the ERF Grant and this agreement. The Provider agrees to provide the City, Cal ICH, or its designee, with any relevant information requested. The Provider agrees to give the City, Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, Cal ICH guidance or directives, the ERF Grant, and this Agreement.

Record Retention: The Provider further agrees to retain all records described above for a minimum period of five (5) years after the termination of this Agreement. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

CONTRACTOR

By:_____ Date: _____
Edward Torres, Church Board President

By:_____ Date: _____
Holly Bocanegra, Church Board Secretary



State of California
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY



California
Interagency Council
on Homelessness

Encampment Resolution Funding Program, Round 2, Second Disbursement (ERF-2-R)

Notice of Funding Availability (NOFA)

December 01, 2022

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California Interagency Council on Homelessness (Cal ICH)

Encampment Resolution Funding Program, Round 2, Second Disbursement (ERF-2-R)

Notice of Funding Availability (NOFA)

I. GRANT OVERVIEW

A. ERF-2-R Objective

The Encampment Resolution Funding (ERF) Program will fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches.

Proposals may bolster existing, successful models and/or support new approaches that provide safe stable, and ultimately permanent housing for people experiencing homelessness in encampments.

B. Authority

Under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (HSC) (sections 50250 et seq.), the Encampment Resolution Funding Program (Program) was established to increase collaboration between the California Interagency Council on Homelessness (Cal ICH), Local Jurisdictions, and Continuums of Care for the following purposes:

- Assist Local Jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.
- Provide grants to Local Jurisdictions and continuums of care to resolve critical encampment concerns and transition individuals into safe and stable housing.
- Encourage a data-informed, coordinated approach to address encampment concerns.

The ERF Program was initially authorized in 2021 through Assembly Bill (AB) 140 (Chapter 111, Statutes of 2021), which allocated $50 million for what would become the first round of funding. SB 197 (Chapter 70, Statutes of 2022) amended the program and AB 178 (Chapter 45, Statutes of 2022) allocated an additional $300 million for Round 2 of ERF funding.

C. Background

Cal ICH was created in 2017 to oversee the implementation of Housing First policies, guidelines, and regulations to reduce the prevalence and duration of homelessness in California. Cal ICH's mission is to develop policies and to identify and coordinate resources, benefits, and services to prevent and work toward ending homelessness in California.

The ERF Program is a 4-year grant program that includes two rounds of funding: $50 million in Fiscal Year (FY) 2021-22 (ERF-1) and $300 million in FY 2022-23 (ERF-2) to provide grants to Local Jurisdictions and continuums of care to resolve critical encampment concerns and transition individuals into safe and stable housing.

The first disbursement from the $300 million of ERF-2 funds was provided to applicants from ERF-1 that satisfactorily met all program requirements but had not been awarded grants due to lack of available funds.

This NOFA is for the remaining $237,301,738 of ERF-2 funds. Applications will be accepted on a rolling basis until June 30, 2023, or until all funds are exhausted, whichever comes first. Up to $150 million will be prioritized for proposals that serve people living in encampments on state right-of-ways.

D. Eligible Applicants

- Local Jurisdiction – means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

- Continuum of Care (CoC) – as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.

    - Per statute (AB 178, Budget Act of 2022), Local Jurisdictions have priority to apply for ERF programs on state right-of-ways, over CoC applicants, until a date specified by Cal ICH. If a CoC applies for an ERF proposal located on a state right-of-way before May 1, 2023, the CoC must provide a Letter of Local Acknowledgment from each overlapping Local Jurisdiction that identifies the prioritized encampment and confirms that the CoC has communicated with each Local Jurisdiction and that no Local Jurisdiction intends to apply for ERF-2-R funds for the prioritized encampment.

E. Eligible Population to Serve

ERF-2-R funds may only be used for proposals that connect people experiencing homelessness in encampments to interim shelter with clear pathways to permanent housing or place people directly into permanent housing.

F. Rounds of Funding

- ERF-1 is Round 1 of the Encampment Resolution Funding Program. It featured one disbursement totaling $48 million to 19 jurisdictions.

- ERF-2 is Round 2 of the Program. It features at least two disbursements.

- ERF-2's first disbursement (ERF-2-L) was made available to jurisdictions that applied for ERF-1, satisfactorily met all applicable program requirements, but did not receive awards due to lack of available funds. $47.7 M was awarded to eight jurisdictions (ERF-2-L indicates a *lookback* to unfunded ERF-1 applicants).

- ERF-2's second disbursement (ERF-2-R) is made available through this NOFA (ERF-2-R indicates a *rolling* application process).

G. Available Funds

- Up to $237,301,738 are available for award through ERF-2-R.

  - Applications will be accepted on a rolling basis until June 30, 2023, or until funds are exhausted, whichever is sooner.

  - Pursuant to the Budget Act of 2022 (Section 20 of AB 178), up to 50 percent of the $300 million authorized for ERF-2 shall be prioritized for Local Jurisdictions with proposals that address encampments on state right-of-ways and that meet priority criteria established by Cal ICH in consultation with the Department of Transportation.

H. Key Dates

The rolling Application Window will open upon the release of this NOFA and the accompanying ERF-2-R application on December 1, 2022, and will remain open until June 30, 2023, or until all program funds have been exhausted, whichever comes first. Applications will be reviewed in batches as illustrated in the table and diagram below. Applications for projects on state right-of-ways will be prioritized in this review process.

If a CoC applies for an ERF proposal located on a state right-of-way (SROW) before May 1, 2023 (during Application Window #1 or #2), the CoC must provide a Letter of Local Acknowledgment from each overlapping Local Jurisdiction that identifies the prioritized encampment and confirms that no Local Jurisdiction intends to apply for funding for the prioritized encampment.

Table, ERF-2-R Events	Responsible Party	Date(s)
NOFA Release Date	Cal ICH	12/01/2022
Application Release Date	Cal ICH	12/01/2022
Application Window #1	Applicant	12/1/2022 - 2/28/2023
Application Window #2 Review and Award Window #1 Applications	Applicant Cal ICH	3/1/2023 - 4/30/2023
Letter of Local Acknowledgement No Longer Required for CoC Applications on SROW	Applicant	5/1/2023
Application Window #3 Review and Award Window #2 Applications	Applicant Cal ICH	5/1/2023 - 6/30/2023
Review and Award Window #3 Applications	Cal ICH	7/1/23 - 8/31/23
Deadline to **Expend** 50 Percent of Allocation	Applicant	6/30/2024
Deadline to **Obligate** 100 Percent of Allocation	Applicant	6/30/2024
Deadline to **Expend** 100 Percent of Allocation	Applicant	6/30/2026

Diagram, Application Window and Review									
	2022 DEC	2023 JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
Application Window 1									
Review of Window 1 Applications									
Application Window 2									
Review of Window 2 Applications									
Application Window 3									
Review of Window 3 Applications									

I. Applicant Conference:

General questions may be submitted by email to calichgrants@bcsh.ca.gov, with a heading "ERF-2-R" for the duration of the rolling application period. Please know that Cal ICH will likely respond to any inquiries through **official channels that are directed to the entire eligible applicant pool** (i.e., Applicant Conference, FAQ, or if necessary, an addendum to this NOFA). A non-mandatory Applicant Conference is a space for Cal ICH to walk through the application and submitted questions and answer live questions, as time permits. This conference will last an hour and is for informational purposes only. Attendance is voluntary and the conference will be recorded and posted on Cal ICH's website for viewing as your schedule permits.

To have your question answered in the Applicant Conference, please email questions to calichgrants@bcsh.ca.gov with subject line: ERF-2-R by 5pm 12/21/2022.

Conference date and time: 1/05/2023 @ 10:00 – 11:00 AM Pacific Time

Register in advance for this webinar:
(https://us06web.zoom.us/webinar/register/WN_vHuyirIjTgKzNwIC170QzQ).

Applicant Conference Agenda:
- Welcome and Introduction
- NOFA Overview
- Answer Questions Submitted to Cal ICH
- Live Questions (as time permits)

II. REQUIRED APPLICATION ELEMENTS, EVALUATION CRITERIA, AND PRIORITIZED FACTORS

A. Required Application Elements

Eligible applicants must submit an Application in a form and manner specified by Cal ICH; the Application must include minimum elements as described in HSC Section 50252.1(c)(4). The Application made available through the Cognito Submission Portal includes all the minimum elements.

B. Evaluation Criteria

In determining which Applications to fund, Cal ICH shall evaluate and score proposals based on specific criteria as described in HSC Section 50251(c)(2). These specific criteria are operationalized through and located in the ERF-2-R Scoring Matrix at Section VI.A and B of this NOFA.

C. Prioritized Factors

In accordance with HSC Section 50252.1(c)(5), in awarding grants, funding shall be prioritized for both of the following:

- Applications that demonstrate cross-systems collaboration, including collaborations with state and federal entities, and innovative efforts to resolve encampment issues, while focusing on protecting the health and well-being of the individuals living in those encampments.

- Applications that represent the diversity of communities across the state, including, but not limited to, rural, urban, and suburban communities.

III. ELIGIBLE USES

A. Eligible Uses

Applicant's program design and objective and their proposed eligible uses must advance ERF-2-R's objective, which is set forth at Section I.A of this NOFA. Proposal design may include any combination of the following ten Eligible Use categories:

Eligible Use Category	Non-Exhaustive List of Eligible Activities Applied to the Eligible Population
Rapid Rehousing	Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.
Operating Subsidies	Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
Street Outreach	Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services.
Services Coordination	Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and promote housing stability for eligible persons, as well as direct case management services being provided to persons.

Systems Support	Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.
Delivery of Permanent Housing	Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.
Prevention and Shelter Diversion	Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.
Interim Sheltering	Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.
Improvements to Existing Emergency Shelters	Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.
Administrative Costs	Administrative costs incurred by the city, county, continuum of care, to administer its program allocation. **Up to 5% of grant funds may be applied to administrative costs.**

Site restoration is not a permitted Eligible Use for ERF-2-R funds.

B. Budgets

Applicants must use the standardized budget template available at Box.com: (https://dca.app.box.com/s/3hil5rn8zp4g4q91r619fjlt2lrc6qvl) Where necessary, applicants may modify the budget template.

These budgets will be submitted through the Cognito submission portal: (https://www.cognitoforms.com/CaliforniaInteragencyCouncilOnHomelessness/ERF2RApplication).

Applicants must demonstrate a reasonable effort to correctly categorize their budgets into the appropriate Eligible Uses. Additionally, if one larger proposal may fall within two or more Eligible Use categories, applicants should split up the line item so that Cal ICH staff can track and better understand proposal components.

IV. APPLICATION

A. ERF-2-R Application

The ERF-2-R Application is a questionnaire style survey and has three required parts. A submitted Application that deviates from the following requirements may be considered nonresponsive and may be disqualified from the evaluation.

1. Part 1: Administrative Information

Requires the applicant to provide information pertaining to jurisdiction type, implementing organization, and contacts.

2. Part 2: Proposal Overview

Requires the applicant to provide information on three main areas:

a) People Served: including metrics on how many people are living in the prioritized encampment and how many people are proposed to be served.

b) Encampment Information: including a description of the people living in the prioritized encampment, the physical characteristics of the encampment, why the site and the people residing there are being prioritized, and whether the encampment is located entirely or partially on a state right-of-way. This includes:

- **Attachment, Map:** Applicants must submit a map of the encampment site proposed to be served with ERF-2-R funds.

- **If applicable, Attachment, Caltrans Letter of Support:** Projects entirely or partially on a state right-of-way must include a Letter of Support from Caltrans.
  - This letter must include confirmation from Caltrans that they are aware of and in support of the ERF project, including the projected timeline, and that they will only take action on that encampment site in collaboration with and with at least two weeks-notice to the ERF grantee, unless critical circumstances exist when an encampment poses an imminent threat to life, health, safety, or infrastructure and must be immediately addressed.
  - This letter should be signed by the local Caltrans Deputy District Director of Maintenance (DDDM) or their designee.
  - This letter may also include Caltrans role in the proposal and what Caltrans resources are being leveraged.

c) Proposal's Outcomes: including a description of the proposal's planned outcomes, activities to support meeting these outcomes, and how the applicant will measure their progress.

3. *Part 3: Implementation*

Requires the applicant to provide details around proposal implementation around five key areas:

a) Centering People: includes data, evidence, etc. that informed the proposal's design, how input from people with lived expertise was meaningfully incorporated into the proposal, the proposal's adherence to Housing First, the proposal's delivery of trauma informed housing services and supports, as well as how the proposal will prioritize the dignity, health and safety of people experiencing homelessness in the encampment.

b) Core Service Delivery and Housing Strategies: including the proposed outreach strategies and/or service coordination for the persons experiencing homelessness while they continue to reside in the encampment, the proposed living situations immediately following the encampment, displacement mitigation strategies, commitment and ability to deliver permanent housing, service pathways to permanent housing, and strategies to mitigate returns to unsheltered homelessness.

c) Budget and Resource Plan: including the total amount of ERF-2-R funds requested, the amount and description of non-ERF resources that will support the proposal, and an explanation for how the requested amount was determined based on the number of people served and the housing options provided. This includes:

- **Attachment, Standardized Budget**: Applicants must use the standardized budget template available at Box.com: (https://dca.box.com/s/3hil5rn8zp4g4q91r619fjlt2lrc6qvl). Where necessary, applicants may modify the budget template. For guidance on Eligible Uses and categorization, *see* Eligible Uses in Section III.A.

d) Key Entities and Staff: including the experience and qualifications for the implementing organization and key partners, evidence of collaboration between Local Jurisdiction(s) and the CoC, as well as identification of the primary parties with rights to and/or control of the property upon which the encampment resides (Caltrans, Union Pacific, private landowner, etc.) and their shared understanding of and commitment to the implementation of the proposal. For proposals on state right-of-ways, applicants must describe how they collaborated with Caltrans on their program design, implementation plans, and projected timeline.

- **If applicable, Attachment, Letter of Local Acknowledgement**: Local Jurisdictions have priority to apply for ERF programs on state right-of-ways. If a CoC is applying for an ERF project for an encampment that is entirely or partially on a state right-of-way before May 1, 2023, the CoC must include a Letter of Local Acknowledgment from each overlapping jurisdiction. This letter must confirm that the applicant has communicated with each overlapping Local Jurisdiction and that no overlapping jurisdiction intends to apply for ERF-2-R funds for this particular encampment.

e) Accelerated Timeline: including how your community will act urgently and efficiently while prioritizing the dignity, safety and wellness of people experiencing homelessness within the encampment site and proposal milestones. This includes:

- **Attachment, Timeline**: Applicants must use the standardized timeline template for the appropriate application window available at Box.com:
  - Timeline for Application Window 1 (through February 28, 2023) (https://dca.box.com/s/44esrb8roe0pc3lmm3y7h1v4qkja8qbk)
  - Timeline for Application Window 2 (through April 30, 2023) (https://dca.box.com/s/mn0oepvjshisp6asdg32g0duxfhy0phy)
  - Timeline for Application Window 3 (through June 30, 2023) (https://dca.box.com/s/kl1r5ndssno0uygi66sz7b4zooweolts)

V. APPLICATION SUBMISSION

A. Submission Portal Requirements

Applicants will utilize the Cognito submission portal: (https://www.cognitoforms.com/CaliforniaInteragencyCouncilOnHomelessness/ERF2RApplication).

Applications will be accepted on a rolling basis beginning on December 1, 2022, until June 30, 2023, or until all funds have been exhausted, whichever occurs first. As detailed above in the Key Dates table, this rolling application period will span three possible application submission windows. Complete applications submitted and received by 5:00 p.m. on the last day of the corresponding application window, will be reviewed and evaluated as a batch for that window. Applications received after 5:00 p.m. on the last day of the application window will be reviewed and evaluated during the following application window. Because Cal ICH does not have control over the platform's timing apparatus and uploading speed, and to mitigate for unforeseen occurrences, applicants are strongly encouraged to submit by noon on the last day of the corresponding application window. For example, applications submitted during application window #1 for the period of December 1, 2022 through February 28, 2023, must be submitted no later than 5:00 p.m. on February 28, 2023, and applicants are encouraged to submit by noon on that day to mitigate any unforeseen occurrences in the Cognito application portal. Applicants are permitted to submit a "test" submission at a time of their choosing to familiarize themselves with the Application and the Cognito platform. The Cognito platform will instruct applicants how to navigate this process.

VI. REVIEW, SCORING, AND AWARD

A. Review

Phase 1 – Administrative Review: Applications will be reviewed and evaluated for completeness of NOFA specifications, including checking that the application was submitted on behalf of an eligible applicant. In this review stage, reviewers will compare the contents of each application to ensure that all required items are populated and / or received. Applications that are not complete or do not contain all the required items and attachments will be considered non-responsive and may be disqualified from the evaluation.

Phase 2 – Scoring Review: Cal ICH and/or its designee will convene an evaluation panel of three qualified individuals who have knowledge and experience of the state grantmaking process and subject matter of the Program (Evaluation Panel). The Evaluation Panel will review and score applications in accordance with the ERF Scoring Matrix below. This panel will produce an application's average score. Applications eligible for funding must score an average of at least 70 of the possible 100 points. In addition to receiving an average total score of at least 70, all applicant scores must average no less than the minimum scoring threshold for each of the following sections:

1) People Served and Encampment Information (must receive 3 out of the 5 possible points)
2) Proposal's Outcomes (must receive 10 out of the 15 possible points)
3) Centering People (must receive 16 out of the 20 possible points)
4) Core Service Delivery and Housing Strategies (must receive 11 out of the 15 possible points)
5) Budget and Resource Plan (must receive 10 out of the 15 possible points)
6) Key Entities and Staff (must receive 10 out of the 15 possible points)
7) Accelerated Timeline (must receive 10 out of the 15 possible points)

B. Scoring

The Evaluation Panel will review and consider the totality of the information in the Application when determining whether the Application satisfies the minimum scoring threshold. However, applicants should respond to each Application criteria in the proper Application section to ensure all requirements are met.

ERF-2-R Scoring Matrix	
Proposal Overview	**Factors that satisfy minimum scoring threshold:**
People Served and Encampment Information *(Must receive 3 out of the 5 possible points)*	• Clearly describes the characteristics and demographics of the people living in the prioritized encampment and the physical aspects of the encampment including location, size of area, types of structures onsite, and vehicles present. • Makes a logical and compelling case for why the identified encampment site is being prioritized.
Proposal's Outcomes *(Must receive 10 out of the 15 possible points)*	• Proposal's outcomes meaningfully align with ERF-2-R's objective (set forth at Section I.A of this NOFA). • Outcomes are specific, measurable, realistic, and time-based. • Logically describes how progress will be measured and outcomes achieved. • Applicant demonstrates an above average likelihood of achieving the Proposal's Outcomes.

Implementation	Factors that satisfy minimum scoring threshold:
Centering People *(Must receive 16 out of the possible 20 points)*	• Uses well-informed analyses or the perspectives of people with lived experience of homelessness to inform the proposal's decisions, processes, and actions which should advance the wellbeing of people experiencing unsheltered homelessness in the identified encampment. • Aligns with and exemplifies Housing First approaches. • Provides trauma informed services and supports, operationalizes harm reduction, and centers an individual's choice and preferences. • Prioritizes the dignity, health, and safety of people experiencing homelessness in the encampment. • Details the controls in place to not "penalize homelessness."
Core Service Delivery and Housing Strategies *(Must receive 11 out of the possible 15 points)*	• Includes a comprehensive outreach and engagement strategy including case management and service coordination for people currently residing in the encampment. • Details identified interim shelter and permanent housing options and includes a description of how many individuals are projected to be served with each interim and permanent housing solution. • Includes compelling evidence of an applicant's demonstrated ability and commitment to deliver permanent housing for people residing in the prioritized encampment. Compelling evidence may include identification, availability, and prioritization of permanent housing resources. • Describes how the proposed service delivery model is tailored to meet the needs and preferences of the people residing in the encampment site. • Uses data and input from people with lived experience of homelessness to inform housing and service needs, preferences, and the availability of resources to meet those needs and preferences. • Details strategies likely to prevent displacement from the prioritized encampment to another unsheltered location and prevent returns to unsheltered homelessness. • Details operable plans to support individuals with the storage of their property and care of their pets.
Budget and Resource Plan (*Must receive 10 out of the possible 15 points)*	• Demonstrates a sustainable, prudent, and effective use of requested funding. • Budget aligns with achieving the proposal's outcomes, services and housing options, and number of people served. • Identifies non-ERF-2-R resources that will be leveraged to

	support proposal implementation including coordination of resources from other systems that would increase services and housing options.
Key Entities and Staff *(Must receive 10 out of the possible 15 points)*	• Includes a detailed description of the lead entity that will oversee the implementation of activities in the proposal. Describe lead entity's mission, goals, values, geographic service area and existing efforts related to serving persons living in encampments. • Demonstrates the ability to recruit and deploy personnel with experience and expertise needed to support the success of the proposal. • Demonstrates commitment to cross-systems collaboration with descriptions of key contributions of each organization and local community partners including their experience and expertise in serving persons experiencing unsheltered homelessness with a range of service needs. • Demonstrates collaboration between Local Jurisdiction(s) and the CoC for this proposal. • Demonstrates capacity to carry out the proposal. • Identifies the primary parties with rights to and / or control of the property upon which the encampment resides and their shared understanding of and commitment to the implementation of the proposal. • If the encampment is on a state right-of-way, the proposal describes how the applicant collaborated with Caltrans on their program design, implementation plan, and projected timeline.
Accelerated Timeline *(Must receive 10 out of the possible 15 points)*	• Demonstrates how the community will act urgently and efficiently while prioritizing the dignity, safety and wellness of people experiencing homelessness within the encampment site. • Demonstrates likelihood of meeting proposal milestones and objectives.

C. Award

After each application window has closed and all applications received during the window have been reviewed and scored, a Notice of Intent to Award shall be posted on the Cal ICH website and shall be sent by email to the proposed awardees.

Once awards have been determined by Cal ICH, a contract packet including the Standard Agreement and Request for Funds Form (RFF) form will be prepared and sent to the grantee. The grantee will return the signed Standard Agreement and RFF. Funds will be disbursed to the grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO). The RFF must include the total amount of funds

proposed for expenditure. Grant funds will be disbursed via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

Applications that are denied funding will be provided Evaluation Panel feedback. Applicants are encouraged to incorporate this feedback and reapply in the next Application Window. Projects on state right-of-ways will be prioritized in this feedback process.

D. Appeals

Pursuant to HSC Section 50251(c)(1), Cal ICH's decision to approve or deny an application and the determination of the amount of funding to be provided shall be final and is not subject to appeal.

VII. PERFORMANCE AND REPORTING

A. Performance

Performance shall start no later than 30 days, or on the express date set by Cal ICH and the grantees, after all approvals have been obtained and the Standard Agreement is fully executed. Should the grantee fail to commence work at the agreed upon time, Cal ICH, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

ERF-2-R funds not expended by the 6/30/26 deadline shall be returned to Cal ICH and will revert to the fund of origin.

B. Reporting

The grantee shall submit quarterly reports to Cal ICH with fiscal and programmatic data reflecting the progress of their ERF program in a format provided by Cal ICH. These quarterly reports will include an anonymized person served list illustrating the housing outcomes of each person served by the grantee's ERF program. Grantees may also receive ad hoc requests for information from Cal ICH or its contractors in support of program monitoring, research, and evaluation. Grantees with projects on state right-of-ways may also be required to provide programmatic data to Caltrans.

At the end of the grant period, or upon request by Cal ICH, all grantees shall provide information and products developed with grant funds on service delivery models including any materials that may be necessary to study the program or replicate it for implementation across the state.

VIII. ADDENDUM 1: Q&A

STATE OF CALIFORNIA – BUSINESS CONSUMER SERVICES AND HOUSING AGENCY
GAVIN NEWSOM, *Governor*

CALIFORNIA INTERAGENCY COUNCIL ON HOMELESSNESS
Encampment Resolution Funding Program, Round 2 (ERF-2-R)
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Suite 601
Sacramento, CA 95814
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January 18, 2023

Encampment Resolution Funding Program, Round 2 (ERF-2-R)
Questions and Answers

ADDENDUM #1

To all Prospective Applicants:
The following questions were submitted by email or asked during the Applicant's Conference on January 5, 2023. The answers that follow are part of the Notice of Funding Availability (NOFA) referenced above and serve as an addendum to the information originally published on Thursday, December 1, 2022.

The answers below provide general direction in direct response to questions submitted for this NOFA and are given without consideration for impact to an applicant's score. Please reference the NOFA for the potential impact on scoring of the applications.

Questions
Application Eligibility and Requirements

1. Can Local Jurisdictions or CoCs that already received ERF awards apply for ERF-2-R? Does prior award affect the likelihood of award of ERF-2-R funds?

   Answer: Yes, ERF-1 and ERF-2-L Grantees are eligible to apply for ERF-2-R funding. Prior awards do not affect the likelihood of receiving an award for ERF-2-R funding.

2. If we can't begin implementation of our proposed ERF project until late summer or early fall of 2023, which window should we apply in?

   Answer: Generally, the award process (including contract execution) takes approximately three to five months from the close of the application period. While grantees are expected to begin implementing their ERF project within 30 days after receiving funding, they will have the opportunity to explain their project timeline in their application and request an extension if necessary.

3. What is the definition of encampment for this Program?

   Answer: Generally, it is up to an eligible jurisdiction to describe the prioritized encampment. While no explicit definition is provided in statute, available HUD resources (see resources and guidance below) frequently refer to people staying in temporary structures that are not intended for long-term, continuous occupancy on an ongoing basis. Furthermore, you'll find the

NOFA focuses on the people experiencing unsheltered homelessness in encampments (See Section I.A. “ERF-2-R Objective” and Section I.E “Eligible Population to Serve”).
HUD Resources: Understanding Encampments of People Experiencing Homelessness and Community Responses, Emerging Evidence as of Late 2018 (huduser.gov)
An encampment typically includes the following:
• A group of people sleeping outside in the same location for a sustained period.
• The presence of some type of physical structures (e.g., tents, tarps, lean-tos).
• The presence of personal belongings (e.g., coolers, bicycles, mattresses, clothes).
• The existence of social support or a sense of community for residents.
Unsheltered Homelessness and Homeless Encampments in 2019 (huduser.gov)

4. Is there a minimum size requirement for how many people must currently reside within an encampment?

   Answer: No, there is no minimum size requirement in this round of funding.

5. How many applications should a jurisdiction submit when considering a project which serves multiple encampments?

   Answer: If multiple encampments are connected by way of the same needs, resources, services, housing strategies, etc., we encourage a single application which provides clear, strategic, and compelling evidence that supports serving the identified encampments as a larger local project. On the other hand, if the sites are too dissimilar in scope, need, geography, and/or services and housing strategies, it may be more appropriate to submit separate applications.

6. Is there a limit on how many applications an eligible jurisdiction can submit?

   Answer: There is no limit on the number of applications an eligible jurisdiction may submit. Please see the response to the previous question #5 for considerations of when jurisdictions may want to complete separate applications. Additionally, each funded ERF project will have separate reporting requirements and contracts with Cal ICH. Applicants that are denied may also improve their program design and reapply during a subsequent application window.

7. Can an eligible applicant apply more than once for two different encampments?

   Answer: Yes; however, if multiple encampments are connected by way of the same needs, resources, services, housing strategies, etc., we encourage a single application which provides clear, strategic, and compelling evidence that supports serving the identified encampments as a larger local project. On the other hand, if the sites are too dissimilar in scope, need, geography, and/or services and housing strategies, it may be more appropriate to submit separate applications.

8. Can an eligible applicant submit a new application in each application window?

   Answer: Yes.

9. Can one application cover two or more non-contiguous areas?

   Answer: Yes, if multiple encampments are connected by way of the same needs, resources,

services, housing strategies, etc., we encourage a single application which provides clear, strategic, and compelling evidence that supports serving the identified encampments as a larger local project. On the other hand, if the sites are too dissimilar in scope, need, geography, and/or services and housing strategies, it may be more appropriate to submit separate applications.

10. Will ERF-2-R fund “scatter site” encampments or smaller, scattered, unhoused populations?

    Answer: Generally, it is up to an eligible jurisdiction to describe the prioritized encampment. Please see question #3 above for HUD guidance on what constutes an encampment.

    If multiple encampments are connected by way of the same needs, resources, services, housing strategies, etc., we encourage a single application which provides clear, strategic, and compelling evidence that supports serving the identified encampments as a larger local project. On the other hand, if the sites are too dissimilar in scope, need, geography, and/or services and housing strategies, it may be more appropriate to submit separate applications.

    Finally, Cal ICH expects an applicant to describe a current, existing encampment site and to describe the people residing there, their needs, and the proposal to serve, shelter, and house those people. Furthermore, it takes approximately two months for Cal ICH to review applications and make award determinations and another three months to execute a contract and disburse funds. Therefore, sites that are regularly disbanded may not be well-suited to this grant and its timeline. The one exception is for “high return probable” sites on State right-of-ways. CalTrans has identified “high return probable” sites as designated by the local Caltrans Districts are considered the highest priority for the Department to support.

11. Is there a maximum amount of funding jurisdictions can apply for?

    Answer: No, there is no limit on the amount of funding that a Jurisdiction can request; however, Cal ICH encourages eligible Jurisdictions to provide compelling justification for a large ask. We intend to award a variety of projects as directed by Statute and in alignment with the Program’s objectives.

12. Would a single application for funding submitted by Jurisdiction A to serve a project that crosses over into Jurisdiction B but is not part of Jurisdiction B’s own application be viable?

    Answer: Yes, Cal ICH would consider such an application viable, provided the applicant provides evidence of communication and collaboration with their neighboring and/or overlapping jurisdiction(s). Cal ICH will not accept multiple applications for the same encampment, so if an encampment crosses over multiple jurisdictions, these jurisdictions must collaborate and determine who will apply as lead agency over the proposed ERF project.

13. Would Cal ICH support ERF projects dedicated towards encampment management only (e.g., ensuring safety and habitability) to assist those within the encampment?

    Answer: Cal ICH will fund projects that create pathways to or directly connect people to permanent housing. While encampment management services are eligible activities under ERF, in order to be fundable, the project must also include both interim and permanent housing solutions.

14. Can tribes apply independently for ERF-2-R funding?

    Answer: No. Per statute, ERF-2-R eligible applicants include Local Jurisdictions (Counties and Cities of any size) and Continuums of Care; however, tribes and local jurisdictions are encouraged to collaborate and partner whenever possible. Federally Recognized Tribes are encouraged to apply for Tribal HHAP funding, which is flexible in nature and may be used to address unsheltered homelessness in tribal communities.

15. Are other types of crisis intervention programs allowed, such as slope paving to bridge abutment and fencing to deter encampments in close proximity to traffic?

    Answer: Cal ICH authorizes crisis intervention programs under the condition that all associated activities engaged in improve the safety of people residing in encampments as they are being served and navigated towards placement in permanent housing. We encourage eligible applicants looking to deter encamping in close proximity to traffic or dangerous conditions to work with Caltrans to fund these efforts. You may reach out to your local Caltrans Encampment Coordinator for more information on available resources.

16. When will Cal ICH begin reviewing applications?

    Answer: Cal ICH will officially begin ERF-2-R application reviews March 1, 2023, after the Window 1 application deadline, February 28, 2023. Please see the Diagram illustrating the Application Window and Review timelines on page 5 of this NOFA.

17. Is the Program reimbursement-based?

    Answer: No, the ERF-2-R Program is not reimbursement-based. All awardees will receive a check accounting for their total allocation amount upfront.

18. Can several jurisdictions submit a joint application for funding to fund a singular emergency shelter/navigation center?

    Answer: Yes; however, proposals should demonstrate how expenditures will directly support a service and housing pathway for the people proposed to be served. Wherever possible, applicants should leverage funds from other Local, State, Federal, and/or Private sources and demonstrate sustainability.

19. Do character limits within the application include spaces?

    Answer: Yes.

20. Does Cal ICH award partial funding, or decline funding a proposal in its entirety?

    Answer: For the purposes of this Program, Cal ICH will not award partial funding for an application which partially meets the minimum scoring thresholds.

21. To what level of depth should an applicant identify leveraged funding? For example, should the applicant describe services, or should they list all leveraged dollar amounts for permanent supportive housing that clients will transition into?

Answer: In Part 3 of the application *(Core Service Delivery and Housing Strategies)*, eligible applicants should identify and describe the interim shelter and permanent housing resources proposed to support the proposal. In Part 3 (*Budget and Resource Plan)* applicants are encouraged to provide enough detail around their Budget and Resource plan to convey an effective and sufficient amount of information within the confines of the respective 1000-character limit to describe the non-ERF-2-R resources supporting the proposal and explain how their proposal is an effective use of ERF-2-R funds. The required standardized budget will provide a space for eligible applicants to list key funding sources (and associated dollar amounts, ERF and leveraged) which will be used to support implementation of their proposed ERF-2-R projects.

22. Given the 6/30/2026 deadline to expend funds, are Grantees allowed to continue their ERF projects through 6/30/2026 as long as funds are obligated by 6/30/2024?

    Answer: Yes, Grantees are expected to obligate 100% of ERF-2-R funds by 6/30/2024 and expend all funds by 6/30/2026.

23. If a jurisdiction intends to subcontract with non-profits to provide services, does the admin cost maximum apply to the admin cost of the applicant with whom the ERF contract is entered into, or does it extend to the subcontractors as well?

    Answer: For the purposes of this Program, “administrative costs” do not include staff or other costs directly related to implementing activities funded by the Program allocation. It is permissible to include indirect costs in subrecipient budgets, but we recommend that they align with the limit set for Grant Administration of 5%. However, Indirect/Administrative Costs will not be counted toward the 5% cap for grant administration outlined in statute because their purpose is still to support the program rather than administer the grant.

24. Is there any guidance on how a jurisdiction can obligate funds if the jurisdictions that administer the services do so internally rather than contracting with a provider?

    Answer: “Obligate” means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF-2-R funding. A “similar transaction” as mentioned would include any internal budgets, MOU’s, or estimates for planned purchases/ services. These documents should convey internal costs and budgets, which meet the definition of “obligated”. Grantees, and the subrecipients who receive awards from those Grantees, must obligate 100% of the funds by the statutory deadline of 6/30/2024.

25. How can eligible jurisdictions ensure that individuals being served are offered housing given the long wait for others who are already in the queue?

    Answer: Grantees are encouraged to tap into all available housing, including Homekey projects, vouchers, and any units available through the Coordinated Entry System. Additionally, we encourage jurisdictions to consider costs associated with creating additional units needed to address and prioritize this most vulnerable population.

26. How are obligated and expended defined? If funds are committed, are they considered expended?

    Answer: “Obligate” means that the Grantee has placed orders, awarded contracts, received

services, or entered into similar transactions that require payment using ERF-2-R funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate 100% of the funds by the statutory deadline of 6/30/2024.

"Expend" means all ERF-2-R funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

27. Are all applications submitted within a singular application window prior to the deadline on equal footing, or are applications reviewed and scored in the order they were submitted?

    Answer: Yes, all applications submitted within a singular application window prior to the deadline are on equal footing and are reviewed together, with the exception of projects on State right-of-ways, which will be prioritized.

28. If an ERF-1 or ERF-2-L Grantee's ERF project continues to expand in size due to inflow into the encampment, can the Grantee apply for additional funds to serve individuals at the same ERF site?

    Answer: Yes, in addition to being eligible to apply for ERF-2-R funding, an ERF-1 or ERF-2-L Grantee may apply for additional funds to serve individuals at their ERF encampment site under the circumstances described above.

29. Does an eligible applicant's local governing board need to enact a resolution as part of their application for ERF-2-R?

    Answer: Cal ICH does not require a resolution by a local governing board in order to apply for or accept ERF-2-R funding. If awarded, the ERF-2-R contract must be signed by an official authorized to contract on behalf of the eligible applicant (authorized official).

30. Who should the Authorized Representative be?

    Answer: The Authorized Representative should be the individual with authority to contract on behalf of the awardee.

State Right-of-Way Projects

31. How do I collaborate with Caltrans if I would like to apply to serve an encampment on a State right-of-way?

    Answer: Caltrans has a new division of Homelessness and Encampments Department under the Maintenance Division of Caltrans. The Department's main goal is to keep people experiencing homelessness from sheltering on the State right-of-way.

    Applicants should reach out to the local Caltrans District Encampment Coordinator. This coordinator is responsible for engaging partners to help connect people experiencing homelessness with available shelter and other services and will serve as the primary point of contact.

32. The ERF NOFA indicates that projects entirely or partially on a state right-of-way should have a letter of support signed by the Deputy District Director of Maintenance for the local Caltrans District. How do I get this support letter?

    Answer: For proposals on state right-of-way, applicants must describe how they collaborated with Caltrans on their program design, implementation plans, and projected timeline. Applicants should be working with the local Caltrans District Encampment Coordinator to develop proposals. The Encampment Coordinator can facilitate getting a letter of support from the Deputy Director of Maintenance.

33. How does an eligible jurisdiction determine if an encampment is part of a State right-of-way?

    Answer: Pursuant to Health and Safety Code Section 50250(I), “State right-of-way” means any real property, or interests therein, used for rights of way of any highway in California including all traversable highways which have been adopted or designated as state highways and includes all, or any part, of the entire width of the right-of-way of a state highway, whether or not the entire area is actually used for highway purposes.

    If an applicant needs assistance determining whether a site is on a State right-of-way, they should contact their local Encampment Coordinator.

34. Caltrans has a number of sites where they have removed encampments but that are quickly repopulated by people experiencing homelessness who did not move to more suitable shelter following their displacement from the encampment on the state right-of-way. The area may or may not have people currently occupying the site, but they are likely to return. Can our proposal include areas like this for consideration of an ERF grant?

    Answer: Yes, ERF-2-R prioritizes proposals from local jurisdictions that address encampments on state right-of-way and that meet priority criteria established by Cal ICH in consultation with the Department of Transportation. These sites include areas that may not currently have individuals sheltering there at the time of the application, but that are located on “high return probable sites” as designated by the local Caltrans Deputy District Director of Maintenance or their designee.

35. What types of projects is Caltrans most interested in supporting?

    Answer: Caltrans is interested in helping people experiencing homelessness who frequently shelter on the state right-of-way connect with service providers and transition to safer and more stable shelter and ultimately permanent housing. The department’s main goal is to keep people experiencing homelessness from sheltering on the state right-of-way. Projects that target “high return probable sites” as designated by the local Caltrans District are considered the highest priority for the Department to support. Other proposals that will help deliver immediate emergency shelter capacity and a path to permanent housing, and that result in fewer encampments on our highways will likely be supported by the Department. These projects could include safe camping/safe parking proposals, tiny home projects, navigation centers and other emergency capacity building projects. Funding for street outreach and marketing materials to support these efforts are also considered positive proposal attributes by the Department.

36. What about projects that propose utilizing Caltrans property to locate temporary emergency facilities for providing shelter to people experiencing homelessness?
    Answer: Yes! Governor Newsom issued Executive Order N-23-20 to immediately and urgently provide state government assets to provide shelter and housing for those who are homeless, including state excess land. Please reach out to your local Caltrans Encampment Coordinator to identify any parcels of state land that jurisdictions could use to help provide emergency shelter.

37. If an encampment is located on a state right-of-way, do applicants have to wait until the third application window to apply?
    Answer: No. Local jurisdictions may apply during any application window. CoCs may also apply to serve an encampment on a State right-of-way but must submit a Letter of Local Acknowledgement if applying before May 1, 2023.
    Please note, if an encampment is **not on** a state-right-of way, **any** eligible applicant may apply to serve that encampment during **any** application window.

38. In order to address state right-of-way encampments and city-wide encampments, can an eligible applicant apply for a city-wide program?
    Answer: Generally, and for the purposes of this Program, no. However, if a small City provides justification for serving multiple encampments, including a clear demonstration that they are connected by way of the same needs, resources, services, housing strategies, etc., such an application may be eligible for ERF-2-R funding.

39. Is an encampment located next to a highway, but on a city-owned property (e.g., rest area, bathroom) eligible to be served by ERF-2-R Program funds?
    Answer: Yes, this encampment is eligible to be served by ERF-2-R funds. We recommend reaching out to your local Caltrans Encampment Coordinator to determine whether this encampment is on a State right-of-way, as this will determine required application attachments and influence prioritization.
40. Do encampments need to be contiguous, or could it focus on Caltrans corridors?
    Answer: If multiple encampments located on Caltrans State right-of-way are connected by way of the same needs, resources, services, housing strategies, etc., we encourage a single application which provides clear, strategic, and compelling evidence that supports serving the identified encampments as a larger local project. On the other hand, if the sites are too dissimilar in scope, need, geography, and/or services and housing strategies, it may be more appropriate to submit separate applications.

41. If an eligible jurisdiction does not currently have an encampment outreach coordinator, who should they reach out to?
    Answer: Please reach out to Caltrans Statewide Homelessness and Encampment Coordinator, Warren Alford, at Warren.Alford@dot.ca.gov for further assistance.

42. Is there a Caltrans map that outlines Caltrans service areas?
    Answer: This Caltrans District Map will help you identify which Caltrans District covers your community. This information will help you identify which local Caltrans Encampment

Coordinator to reach out to. We encourage you to reach out to your local Caltrans Encampment Coordinator for help determining whether an encampment is partially or fully located on a State right-of-way.

43. Are buffer areas and vacant parcels owned by Union Pacific Railroad considered State right-of-way sites?

    Answer: We recommend contacting your local Caltrans District Coordinator for help determining whether the described sites are considered to be partially or fully located on a State right-of-way.

Eligible Uses

44. Are capital development costs, improvements to existing shelters, and operating subsidies for Homekey Programs eligible uses of Program dollars?

    Answer: Yes, Cal ICH considers these costs eligible uses of ERF-2-R funds. However, we encourage eligible applicants to consider the brevity of the ERF Program when developing proposals for the use of these funds. Furthermore, proposals should demonstrate how expenditures will directly support a service and housing pathway for the people proposed to be served. Wherever possible, applicants should leverage funds from other Local, State, Federal, and/or Private sources and demonstrate sustainability.

45. When are operating reserves considered expended? Is there any other guidance around operating reserves that an applicant should know?

    Answer: Operating reserves are considered expended upon deposit in the reserve account. . Proposals should demonstrate how expenditures will directly support a service and housing pathway for the people proposed to be served (See question #43).

    Operating reserves should follow local policies and procedures. Funds may remain in the operating reserves account past the ERF-2-R expenditure date as the purpose of operating reserves is to provide a long-term (usually 10, 15, 20 years) reserve.

    Additionally, Cal ICH recommends that funding set aside for operating reserves be kept in an interest-bearing account. Money accrued from those accounts must be used for ERF-2-R eligible activities and reported on as required by Agency.

46. Does funding allow for multi-year projects like leasing a motel for a couple of years to focus on Caltrans properties first, then continuing to use funding for other encampments as clients transition into permanent housing?

    Answer: Yes, provided all people served were experiencing unsheltered homelessness in encampments. We also encourage you to braid other leveraged resources when considering these proposals and any associated costs.

47. Are preventative services an eligible use of ERF dollars?

    Answer: Yes, preventative services may be an eligible use of Program dollars when serving people who have been housed through the ERF Program so that they can maintain housing

stability.

Best Practices

48. Do ERF projects have to work through the local Coordinated Entry System?

    Answer: Communities should plan their ERF Program as an enhancement and expansion to the local homelessness crisis response system, not as a stand-alone program. Communities should work with their local Continuum of Care to identify how encampment residents can be best prioritized and served through their coordinated entry system.

49. Are there any resources around best practices for addressing unsheltered homelessness that my community can review as we design our ERF program?

    Answer: The United States Interagency Council on Homelessness (USICH) has outlined Seven Principles For Addressing Encampments that can act as a roadmap for communities as they plan their program design. Communities can also refer to USICH's Planning Checklist to shape the design of their interventions.

50. What is the relationship between harm reduction and Housing First? Are there specific harm reduction practices that my community must include in their ERF project, such as needle exchange programs?

    Answer: Harm reduction is an important part of the Housing First model as it is based on principles of self-determination and individual choice. Harm reduction can include a wide array of services to protect people from harm while using substances, such as needle exchanges, OD prevention services, safe injection sites, vaccine outreach and education, and mental wellness and healing support programs. While all communities are required to follow the Housing First modal, and harm reduction services can play an important role in saving lives, no specific harm reduction services are required under the ERF program.

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-ERF-2-R-10011	010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Business, Consumer Services and Housing Agency

CONTRACTOR NAME
City of Redlands

2. The term of this Agreement is:

START DATE
8/24/2023

THROUGH END DATE
3/31/2027

3. The maximum amount of this Agreement is:
$4,529,069.00 (Four Million Five Hundred Twenty Nine Thousand Sixty Nine Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Authority, Purpose and Scope of Work	6
	Exhibit B	Budget Detail and Disbursement Provisions	4
	Exhibit C	State of California General Terms and Conditions	1
+ -	Exhibit D	General Terms and Conditions	10
+ -	Exhibit E	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Redlands

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
35 Cajon Street, Suite 222	Redlands	CA	92373

PRINTED NAME OF PERSON SIGNING	TITLE
Chris Boatman	Assistant City Manager
CONTRACTOR AUTHORIZED SIGNATURE	**DATE SIGNED**
	7/26/23

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-ERF-2-R-10011	010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Business, Consumer Services and Housing Agency			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
500 Capitol Mall, Suite 1850	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Lourdes Castro Ramírez	Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
	Aug 24, 2023		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Encampment Resolution Funding Program
Round 2, Rolling Disbursement (ERF-2-R)
Standard Agreement

EXHIBIT A
AUTHORITY, PURPOSE, AND SCOPE OF WORK

1) Authority

The State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. Amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022).

The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). ERF provides one-time, competitive grant funds to Continuums of Care and / or Local Jurisdictions as defined below. To date, there have been two rounds of the Encampment Resolution Funding Program. This Standard Agreement governs the Rolling Disbursement in Round 2 of the ERF Program ("ERF-2-R"). For this Standard Agreement, ERF-2-R is synonymous with "ERF" or "Program"." and refers to programs and grantees under Health and Safety Code 50252.1(c)(1).

This Standard Agreement along with all its exhibits ("Agreement") is entered into by Cal ICH and a Continuum of Care or a Local Jurisdiction ("Grantee") under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability ("NOFA") under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

2) Purpose

As stated in the NOFA, the Program's objective is to fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code Section 8255. Proposals may bolster existing, successful models and/or support new approaches that provide safe stable, and ultimately permanent housing for people experiencing homelessness in

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encampments. Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

3) **Definitions**

The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code Section 50250, Subdivisions (a) – (l);

(a) "Additional funding round moneys" means moneys appropriated for the program in or after fiscal year 2022–23.

(b) "Agency" means the Business, Consumer Services, and Housing Agency.

(c) "Applicant" means a continuum of care or local jurisdiction

(d) "Continuum of Care" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) "Council" means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(f) "County" includes, but is not limited to, a city and county.

(g) "Funding round 1 moneys" means moneys appropriated for the program in fiscal year 2021–22.

(h) "Homeless" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(i) "Local Jurisdiction" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

(j) "Program" means the Encampment Resolution Funding program established pursuant to this chapter.

(k) "Recipient" means an applicant that receives grant funds from the council for the purposes of the program.

(l) "State right-of-way" means real property held in title by the State of California

Additional definitions for the purposes of ERF program:

"Grantee" is "a Continuum of Care or a Local Jurisdiction that receives grant funds from the Council for the purposes of the program. Grantee is synonymous with "Recipient."

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"Subrecipients" or "Subgrantees" are entities that receive subawards from "Recipients" or "Grantees" to carry out part of the Program.

"Expended" means all ERF funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding. Grantees must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Cal ICH" is synonymous with "Council".

4) **Scope of Work**

This Scope of Work identifies the terms and conditions necessary to accomplish the Program's intended objectives.

As detailed in Exhibit A.2, the Program's objective is to fund grantees to implement actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments.
Grantees will implement their ERF funded local proposals in compliance with the terms and conditions of this Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance and directives, and the requirements per the authorizing statute.

Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. Permissible eligible uses and activities are detailed below in Exhibit B, Budget Details and Disbursement Provisions. Prior to fully executing this agreement, Grantees must standardize their budget using a Cal ICH provided budget template.

Grantees are expected to be close partners with Cal ICH. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Quarterly reporting requirements are detailed below in Exhibit D.4. Reporting, Evaluation, and Audits.

Fiscal deadlines are detailed below in Exhibit A.6. Effective Date, Term of Agreement, and Deadlines.

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Grantees shall complete a Final Work Product (As detailed below in Exhibit A.6.d.) and participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will make Technical Assistance available.

Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

5) **Cal ICH Contract Coordinator**

Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Development Section Chief or the Grant Development Section Chief's designee. Unless otherwise instructed, any communication shall be conducted through email to the Cal ICH Contractor Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, Agency shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to Cal ICH and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents. The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business, Consumer Services and Housing Agency	City of Redlands
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	801 Capital Mall, 6th floor Sacramento, CA, 95814	35 Cajon Street, Suite 222 Redlands, CA 92373
CONTRACT COORDINATOR	Jeannie McKendry	David Rabindranath
PHONE NUMBER:	(916) 510-9446	(909) 798 -7655 Ext. 1756
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov and calichgrants@bcsh.ca.gov	drabindranath@cityofredlands.org

The Council reserves the right to change their Cal ICH Contractor Coordinator, designee, and / or contact information at any time with reasonable notice to the Grantee.

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All requests to update the Grantee information listed within this Agreement shall be emailed to Cal ICH grant's general email box at calichgrants@bcsh.ca.gov.

Notice to either party may be given by email. Such notice shall be effective when received as indicated on email. Changes to Cal ICH Contractor Coordinator, designee, and / or contact information or grantee information can be made without a formal amendment, approved by DGS.

6) **Effective Date, Term of Agreement, and Deadlines**

a) This Agreement is effective upon execution by Cal ICH, which includes signature from the Grantee and Cal ICH. This is indicated by the Cal ICH provided signature and date on the second page of the accompanying STD. 213, Standard Agreement.

b) Performance shall start no later than 30 days, or on the express date set by Cal ICH and the Grantees, after all approvals have been obtained and the Grant Agreement is fully executed. Should the Grantee fail to commence work at the agreed upon time, Cal ICH, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement.

c) Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.

d) This Agreement will terminate on March 31, 2027.

Grantees shall submit a Final Work Product by September 30, 2026. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by Cal ICH.

Cal ICH will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by March 31, 2027.

Grantees are expected to continue performing until March 31, 2027. This means timely and accurate reporting, candid communication of success or shortcomings, and availability of persons, information, or materials.

e) Expenditure and Obligation Deadlines:

i. Grantees shall expend no less than 50 percent and obligate 100 percent of Program funds by June 30, 2024.

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ii. Grantees that have not obligated 100 percent of their Program funds by June 30, 2024, shall submit an alternative disbursement plan to Cal ICH for approval no later than July 30, 2024. This alternative disbursement plan should detail the explanation for the delay and plans for all future obligations and expenditures.

iii. Grantees not meeting the requirements outlined in (i) may be subject to additional corrective action, as determined by Cal ICH.

iv. All Program funds (100 percent) shall be expended by June 30, 2026. Any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(e)(5).

7) **Special Conditions**

Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

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Encampment Resolution Funding Program
Standard Agreement

EXHIBIT B
BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) **General Conditions Prior to Disbursement**

All Grantees must submit the following completed forms prior to ERF being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through E
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

2) **Disbursement of Funds**

ERF will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS), and the State Controller's Office (SCO).

The RFF must include the total amount of Program funds proposed to be expended. The ERF will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

3) **Budget Details and Expenditure of Funds**

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted standardized budget. Cal ICH reserves the right to direct specific line-item changes in the originally submitted Application budget or subsequently submitted standardized budgets.

a) **Budget Changes**

i) Process:

Budget modification requests should be made as part of the quarterly report process. These requests will be reviewed in the first week after quarterly reports are received. Cal ICH may consider budget change requests outside of this process, through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

Cal ICH reserves the right to amend or adjust this process as necessary.

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ii) Conditions requiring a budget modification request:

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by Cal ICH so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must be approved by Cal ICH's Grant Development Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grant Development Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from Cal ICH as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in Exhibit D.6. Breach and Remedies.

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change as considered by a reasonable project manager should be submitted to Cal ICH for approval.

b) Eligible Uses

Eligible uses and activities must be consistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in Exhibit A.2. Purpose.

Eligible uses and activities include, but are not limited to, the following:

Rapid Rehousing: Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.

Operating Subsidies: Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

Street Outreach: Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services. Services Coordination Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and

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promote housing stability for eligible persons, as well as direct case management services being provided to persons.

Systems Support: Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.

Delivery of Permanent Housing: Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.

Prevention and Shelter Diversion: Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.

Interim Sheltering: Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.

Improvements to Existing Emergency Shelters: Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.

Administration: up to 5% of awarded Program funds may be applied to administrative costs.

Program funds shall not be expended on Site Restoration or other Ineligible Costs as detailed immediately below.

4) **Ineligible Costs**

ERF shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in Exhibit A.2. Purpose.

Costs shall not be used for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

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Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of ERF expenditures.

Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use ERF funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH at an amount and timeframe determined by Cal ICH.

An expenditure which is not authorized by this Agreement, or by written approval of Cal ICH, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to Cal ICH by the Grantee at an amount and timeframe determined by Cal ICH.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.

Unless expressly approved by Cal ICH in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

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Encampment Resolution Funding Program
Standard Agreement

EXHIBIT C
STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

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Encampment Resolution Funding Program
Standard Agreement

EXHIBIT D
GENERAL TERMS AND CONDITIONS

1) **Termination and Sufficiency of Funds**

a) **Termination of Agreement**

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit D; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's specified date of termination.

b) **Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit D.12. (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) **Grantee's Application for Funds**

Grantee submitted a standardized budget to Cal ICH as part of their application for the Program.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any

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part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) **Reporting, Evaluation, and Audits**

a) **Reporting Requirements**

i. Timing and Format of Reports.

Grantee is required to provide Cal ICH or its agents with all data and outcomes that may inform an assessment of the funded proposal. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination.

The quarterly reports shall be submitted on a template to be provided by Cal ICH at least 90 days prior to the first reporting deadline. Cal ICH may request interim reports as needed and will provide no less than 30 days' notice to Grantees.

ii. Required Data

Grantees will be required to provide:

- Outreach and service path data at the anonymized, individual level;
- Current housing status of persons served in the aggregate;
- Status of funding as presented in the Cal ICH approved, standardized budget; and
- Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Cal ICH's discretion in identifying which information shall be included in these reports is final.

Pursuant to HSC Section 50254, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

Pursuant to HSC Section 50254(b)(3), Grantees shall report individual, client-level data for persons served by grant funding to the council, in addition to any data reported through local Homeless Management Information System, as required by the council for the purposes of research

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and evaluation of grant performance, service pathways, and outcomes for people served.

Grantees shall comply with the data entry requirements of AB977, located at Welfare and Institutions Code section 8256(d).

iii. Cal ICH usage of Reports

Pursuant to HSC Section 50254(b)(4), Council staff may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

iv. Failure to Report

If the Grantee fails to provide any such report, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

b) **Evaluation**

i. At Cal ICH's discretion, Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will contract a third party to complete the evaluation.

ii. Grantees are expected to be close partners with Cal ICH for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with Cal ICH or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by Cal ICH or its designee.

iii. For the purpose of evaluation, Cal ICH or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits.

iv. Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.

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v. Grantees shall notify Cal ICH and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.

vi. All terms and conditions that apply to reporting similarly apply to evaluation.

c) **Auditing**

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

i) The audit shall be performed by an independent certified public accountant.

ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.

iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.

iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) **Inspection and Retention of Records**

a) **Record Inspection**

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, Cal ICH guidance or directives, and this Agreement.

b) **Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

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If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

c) Public Records Act

The grantees' final HHAP-4 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act.

6) Breach and Remedies

a) Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

i. Grantee's failure to comply with the terms or conditions of this Agreement.

ii. Use of, or permitting the use of, Program funds provided under this Agreement for any ineligible activities.

iii. Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

i. Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.

ii. Bar the Grantee from applying for future ERF funds;

iii. Revoke any other existing ERF award(s) to the Grantee;

iv. Require the return of any unexpended ERF funds disbursed under this Agreement;

v. Require repayment of ERF funds disbursed and expended under this Agreement;

vi. Require the immediate return to Cal ICH of all funds derived from the use of ERF

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vii. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with ERF requirements.

c) All remedies available to Cal ICH are cumulative and not exclusive.

d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7) **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will

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result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, Section 81000 et seq.).

d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, Section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code Section 8355, subdivision (a)(1).

a) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

   i. The dangers of drug abuse in the workplace;

   ii. Grantee's policy of maintaining a drug-free workplace;

   iii. Any available counseling, rehabilitation, and employee assistance program; and

   iv. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

b) Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

   i. Will receive a copy of Grantee's drug-free policy statement, and

   ii. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) **Child Support Compliance Act**

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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12) **Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of ERF. Failure to comply with these conditions may result in termination of this Agreement.

a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

   i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

   ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

   iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

   iv. Agree to include and enforce all the terms of this Agreement in each subcontract.

13) **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the ERF program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

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14) **Inspections**

a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) **Litigation**

a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

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Encampment Resolution Funding Program
Standard Agreement

EXHIBIT E
SPECIAL TERMS AND CONDITIONS

1) All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities and reported on as required by Cal ICH.

2) Grantee shall utilize its local Homeless Management Information System (HMIS) to track ERF projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate - ERF specific funding sources and project codes in HMIS).

3) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

4) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH. Grantee will report to Cal ICH on programmatic changes the Grantee will make as a result of the technical assistance and in support of their grant goals.

5) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

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6) Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

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BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
California Interagency Council on Homelessness
500 Capitol Mall, Suite 1850
Sacramento, CA 95814
Phone: (916) 653-4090
Fax: (916) 653-3815

ENCAMPMENT RESOLUTION FUND (ERF-2-R)
REQUEST FOR FUNDS FORM

Contract Number	23-ERF-2-R-10011		
Invoice Number	23-ERF-2-R-10011		
Grantee Name:	City of Redlands	**Expenditure Deadline:**	9/30/2026
Attention to:		**Contact Person:**	David Rabindranath
Address:	35 Cajon Street, Suite 222	**Contact Person Title:**	Homeless Solutions Coordinator
City/State/Zip:	Redlands, CA 92373	**E-mail:**	drabindranath@cityofredlands.org
		Phone No.:	(909) 798 -7655 Ext. 1756

ENCAMPMENT RESOLUTION FUNDING BREAKDOWN

AWARD

Per Health and Safety Code Section 50251 (a), a recipient may use encampment resolution funds for the purpose of ensuring the safety and wellness of people experiencing homelessness in encampments, resolving critical encampment concerns and transition individuals into safe and stable housing, and encouraging a data-informed, coordinated approach to address encampment concerns. Funds shall be spent on resolving the identified, prioritized encampment through activities including, but not limited to, all of the following:

- Rapid Rehousing
- Operating Subsidies
- Street Outreach
- Systems Support
- Delivery of Permanent Housing
- Prevention and Shelter Diversion
- Interim Sheltering
- Improvements to Existing Emergency Shelters
- Administration (up to 5%)

TOTAL: $4,529,069.00

CERTIFICATION

**By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*

Christopher Boadman	ACM
Name of Authorized Representative or Signatory	**Title of Authorized Representative or Signatory**
Chris Boadman	7/27/2023
Signature of Authorized Representative or Signatory	**Date**

BCSH USE ONLY

Jeannie McKendry	Grants Development Section Chief
Grant Management Representative Name	**Grant Management Representative Title**
Jeannie McKendry	8/4/23
Signature of Grant Management Representative	**Date**

State of California
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
Gavin Newsom, Governor
Lourdes M. Castro Ramirez, Secretary

9/14/2023

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

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear City of Redlands:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

Failure to comply may result in the termination of contracts or grants, as applicable. Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Sincerely,
<Signature on File>
Tiffany Garcia
Deputy Secretary of Fiscal Policy and Administration, Business Consumer Services and Housing Agency

City Council Meeting **I. 9.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a $51,684.08 sole source purchase from Thermo Fisher Scientific, LLC for laboratory equipment (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move City Council approval of a $51,684.08 sole source purchase from Thermo Fisher Scientific, LLC for laboratory equipment.

RECOMMENDATION:

Staff recommends City Council approval of a $51,684.08 sole source purchase from Thermo Fisher Scientific, LLC for laboratory equipment and installation.

DISCUSSION:

State and federal regulatory agencies continue to mandate increasingly comprehensive accountability from utility providers by requiring water and wastewater sampling, testing, and analysis with the goal of identifying and mitigating the presence of emerging contaminants. Consequently, third-party laboratory support services from reliable providers is becoming difficult to secure. The Joint Utilities Laboratory (JUL) has adapted by performing more of these services in-house. The JUL must now acquire a discrete analyzer to perform testing and analysis of several analytes.

Thermo Fisher Scientific manufactures and is the sole U.S. distributor and service provider for the Gallery Aqua Master discrete analyzer. This equipment analyzes thirty-four (34) analytes, eighteen (18) of which the JUL will test and analyze in-house in lieu of relying on a third-party laboratory services provider.

This will ensure the City's water and wastewater utilities remain compliant with regulatory agency standards and will reduce third-party laboratory services provider costs by approximately $4,000 annually.

This equipment is unique because it is able to perform up to 200 tests per hour with minimal sampling and reagent consumption, which will reduce operating costs for the JUL by reducing hazardous waste byproducts. Thermo Fisher Scientific, LLC is also contracted to service and maintain other JUL equipment. Purchasing a discrete analyzer from another manufacturer would require a separate service and maintenance contract with that provider. Therefore, staff recommends City Council approval of a $51,684.08 sole source purchase from Thermo Fisher Scientific, LLC for this laboratory equipment. The purchase price also includes installation and JUL staff training.

ALTERNATIVES:

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

STRATEGIC PLAN:
N/A

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

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Jungjoon Park, Laboratory Manager

Fiscal Impact

Fiscal Year:	FY 23/24
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$46,405
Budgeted Y/N:	Y
Account No.:	521900

Discussion:

There is no fiscal impact associated with this action. Funding for this purchase is included in the FY 23/24 MUED Wastewater Service Budget (521900).

Fiscal Year:	FY 23/24
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$5,280
Budgeted Y/N:	Y
Account No.:	501900

Discussion:

There is no fiscal impact associated with this action. Funding for this purchase is included in the FY 23/24 MUED Water Service Budget (501900)

Attachments

Laboratory Equipment Quote

Sole Source Form

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00634528	1.00	December 12, 2023	1
Lead Time	**Payment Terms**	**Freight Terms**	**Expiration Date**
6-8 weeks	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	March 10, 2024
Company Name		**Customer Name**	
City of Redlands		Jung Park	

* See end pages of quote for PO Submission details

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

Customer Info:

Customer Name: Jung Park
Company Name: City of Redlands
Address: 1950 Nevada Street
Redlands California 92374
United States

Phone:
Email: jpark@cityofredlands.org

Sales Contact Info:

Contact Name: Simon Sheng
Phone: 408-218-3348
Email: shijun.sheng@thermofisher.com

Gallery Aqua Master Discrete Analyzer

Item	Description	Unit Price	Qty	Unit Discount	Disc %	Total Price
1.1	MG98610005-1 Gallery Aqua Master	$48,800.00	1	$14,640.00	30.00	$34,160.00
1.2	MG981704 IQ Kit - Dispensing	$224.00	1	$0.00	0.0	$224.00
1.4	MG9860121 PC Acc. (Touch, BCR, US cord, US Keyb.)	$3,360.00	1	$672.00	20.00	$2,688.00
1.5	702-028402 2 DAYS DIA ONSITE SUPPORT	$6,600.00	1	$1,320.00	20.00	$5,280.00
1.3	MG986100 Start-up kit	$764.00	1	$0.00	0.0	$764.00

Quote Subtotal:	**$59,748.00**
Promotions / Discounts:	**- $16,632.00**
Quote total less discounts:	**$43,116.00**
Shipping:	**$2,657.00**
Surcharge:	**$2,391.20**
Tax:	**$3,519.88**
Quotation Totals:	**$51,684.08**

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00634528	1.00	December 12, 2023	2
Lead Time	**Payment Terms**	**Freight Terms**	**Expiration Date**
6-8 weeks	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	March 10, 2024
Company Name		**Customer Name**	
City of Redlands		Jung Park	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

Taxes are estimated and are to be confirmed upon or at the time of purchase.

Please see below for monthly payment options and contact financialservices@thermofisher.com or call (800) 986-9731 ext. 7 for more information. Please note: Payments are estimates only and availability of lease financing is subject to credit approval and acceptance of terms. Terms and interest rates may vary based on customer's financial profile.

Leasing estimate is based on a total cost of **$51,684.08**; you may choose from the monthly payment options below:

	Lease Term (months)			
	24	36	48	60
Fair Market Value Purchase Option:	$1,913.86	$1,413.56	$1,044.02	$895.69
$1.00 Purchase Option:	$2,258.08	$1,542.77	$1,183.57	$971.14
Number of Advance Payments:	1	1	1	1

Choosing the Lease that Best Meets Your Needs:

Fair Market Value (FMV) Purchase Option

The intent of this lease is not to own but to gain the benefits of the equipment in exchange for a low monthly payment. Your End-of-Lease Options are: continue to lease the equipment, purchase a fair market value or return/upgrade the equipment.

$1.00 Purchase Option

This is a lease-to-own option where you would own the equipment after all monthly payments have been made. It is similar to a finance agreement and provides you a defined payment schedule over the lease term.

Options / Recommendations

Item	Description	Unit Price	Qty	Unit Discount	Disc %	Total Price
1.6	701-061156 Fac War PM - Gallery with Filter Sets • Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit	$2,921.00	1	$0.00	0.0	$2,921.00

Options Total: $2,921.00

Purchase Order - Submission Details

Quote Number	Version	Quotation Date	Page
CPQ-00634528	1.00	December 12, 2023	3
Lead Time	**Payment Terms**		**Expiration Date**
6-8 weeks	NET 30 DAYS UPON INVOICE DATE		March 10, 2024
Inco Terms 1	**Inco Terms 2**	**Shipping Method**	
Origin - Prepay And Add		Fed Ex Ground	
See below			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

To place your order and expedite shipment, please 1) sign and date the last page of this document; and 2) fax or e-mail it along with your Purchase Order to one of the addresses below.

Please note-all Purchase Orders must show the vendor name of Thermo Electron North America LLC

Thermo Electron North America LLC

5225 Verona Road
Madison WI 53711

Complete System Orders:

Fax: 412-200-6542

e-mail: usmadorderprocessing@thermofisher.com

or

Thermo Electron North America LLC

1400 Northpoint Parkway
West Palm Beach FL 33407

Parts or Service Orders:

Fax: 877-680-2565

e-mail: USMAD.ServiceOE.PO@thermofisher.com

Notes:

- Items marked with an asterisk (*) on the face of the quotation are non-Thermo Electron North America LLC products.
- Prices, warranty, installation and service on the items quoted herein are available only in the United States and may not be otherwise assigned.
- Tax exemption certificates or direct pay permits must be provided with the order documents, if applicable. If tax exemption documentation is not provided, buyer shall pay federal, state and local taxes in addition to the price stated on this quotation.
- Buyer shall not export or re-export technical data or products supplied by Thermo Electron North America LLC in violation of applicable export regulation. Buyer who exports products purchased hereunder assumes all responsibility for obtaining required export documentation, authorization, and payment of all applicable fees.
- All prices are quoted in USD

Purchase Order - Submission Details

Quote Number	Version	Quotation Date	Page
CPQ-00634528	1.00	December 12, 2023	4
Lead Time	**Payment Terms**		**Expiration Date**
6-8 weeks	NET 30 DAYS UPON INVOICE DATE		March 10, 2024
Inco Terms 1	**Inco Terms 2**	**Shipping Method**	
Origin - Prepay And Add		Fed Ex Ground	
See below			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

This quotation, and Seller's Terms and Conditions of Sale for Products and Services (which are hereby incorporated by reference into this quotation and any resulting contract), set out the terms on which Seller is offering to sell the product(s) and/or service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting product(s) and/or services, Buyer expressly confirms that it agrees to be bound by and agrees to the terms of this quotation and the Terms and Conditions of Sale for Products and Services to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Seller, and that the purchase and sale transaction between Buyer and Seller is governed by this quotation and Terms and Conditions of Sale for Products and Services. Any new or different provisions contained in any document issued by Buyer in response to this offer are expressly rejected. Seller's Terms and Conditions of Sale for Products and Services can be found on the Thermo Fisher Scientific website at www.thermofisher.com/terms-tena and will be sent to Buyer via mail or e-mail upon request. The Terms and Conditions of Sale for Products and Services are subject to change by Seller, from time to time.

As an Authorized representative of the Buyer, your signature below creates an agreement to buy the products and services listed herein and your acceptance of the Seller's Standard Terms and Conditions of Sale included herein as the sole and exclusive terms for your purchase.

	BUYER		SELLER
By:	_____	By:	_____
Print Name:	_____	Print Name:	_____
Print Title:	_____	Print Title:	_____
Date:	_____	Date:	_____

_____ Initial here to indicate Buyer's agreement to automatically apply Seller's Standard Terms and Conditions of Sale for Products and Services to all future orders of Products and Services from Seller, whether or not the Agreement is referenced on Seller's quote or Buyer's Purchase Orders, for _____ (write # of years) from later date of the parties' signature, or until either party provides written notice that this Agreement is terminated.

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: 12/18/23

TO: Purchasing Division

FROM: MUED-Laboratory

Purchase Requisition # _____

Estimated Total Cost: $ 51,684.08

Proposed Vendor: Thermo Fisher Scientific, LLC

Request Term: 2023-24

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

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

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

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

Please refer to the Agenda Quick from #5254
02/06/24- City Council Meeting

3. Was an evaluation of other equipment, products, or services performed?
☐ Yes ■ No
If yes, please explain the type of evaluation performed and provide all supporting documentation:

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

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

N/A

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

jungjoon Park 12/18/2023
Prepared by Date

12/18/2023
Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

ThermoFisher
SCIENTIFIC

Dec. 5, 2023

Mr. Jung Park
Joint Utilities Laboratory Manager
Municipal Utilities & Engineering Dept.
City of Redlands
35 Cajon St., Redlands, CA 92373

RE: Sole Source Letter

Dear Mr. Park,

Thermo Fisher Scientific Oy, Vantaa, Finland is the sole manufacturer of all Thero Scientific™ Gallery and Gallery Plus discrete analyzers and Gallery and Gallery Plus Aqua Master discrete analyzers. Thermo Fisher Scientific USA is the sole service provider of Gallery and Gallery Plus discrete analyzers and Gallery and Gallery Plus Aqua Master for customers in the United States.

Please contact me should you have any questions regarding this information.

Sincerely,

Simon Sheng.
Thermo Fisher Scientific
Account Manager
Phone: (949)-338-2896
E-mail: shijun.sheng@thermofisher.com

City Council Meeting **I. 10.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Non-Professional Services Agreement with R&J Construction LLC for the Wastewater Control Building Remodel Project, in an amount not to exceed $70,000 and determine that this project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

- I move that City Council determine that approval of the Non-Professional Services Agreement with R&J Construction LLC is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and
- I move that City Council approve a Non-Professional Services Agreement with R&J Construction LLC, in an amount not to exceed $70,000 for the Wastewater Control Building Remodel Project.

RECOMMENDATION:

Staff recommends that City Council determine that approval of a Non-Professional Services Agreement with R&J Construction LLC is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approval of a Non-Professional Services Agreement with R&J Construction LLC in an amount not to exceed $70,000 for the Wastewater Control Building Remodel Project.

DISCUSSION:

The Wastewater Treatment Plant (WWTP) operations control building serves as the hub for our Supervisory Control and Data Acquisition System (SCADA) and provides shared office space for eight (8) WWTP Operators. The existing floorplan was not revised as the WWTP staff expanded in the past and does not provide an efficient workspace for WWTP employees. The proposed remodel will optimize available space to provide a comfortable, safe work space for current and future employees.

In accordance with the City's procurement policy, MUED staff issued a Request for Quotations (RFQ) to qualified contractors and received the following four (4) responses by the December 20, 2023 submittal deadline:

BIDDER NAME/COMPANY	BID AMOUNT
Construction Station Flooring & Design	$168,520.00
Final Touch Construction & Design, Inc	$100,530.00
R. Dependable Construction Inc.	$99,950.00
R&J Construction LLC	$64,675.00

Staff reviewed each submittal and determined that the R&J Construction, LLC submittal meets all RFQ requirements. Therefore, staff recommends City Council approval of a Non-Professional Services Agreement with R&J Construction LLC in an amount not to exceed $70,000 for the Wastewater Control Building Remodel Project, which includes $5,325 as a contingency allowance. Approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act since it can be seen with certainty that the Project will not cause any significant effect on the environment.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

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

PREPARED BY:
Fernando Mata, Wastewater Utility Manager

Fiscal Impact

Fiscal Year:	FY 23/24
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$70,000
Budgeted Y/N:	Yes
Account No.:	521900

Discussion:

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

Attachments

Plan Holders List
Agreement

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
WASTEWATER CONTROL BUILDING REMODEL
PROJECT NO.: 20231213-JH
BID DUE DATE: December 20, 2023@ 11:00 A.M

No.	Plan Holder's Name	Bid Signed	Bid Bond	(1) Addenda Issued	Base Bid
1	CONSTRUCTION STATION FLOORING & DESIGN			Y	$ 168,520.00
2	FINAL TOUCH CONSTRUCTION & DESIGN, INC			Y	$ 100,530.00
3	R. DEPENDABLE CONSTRUCTION INC.			Y	$ 99,950.00
4	R&J CONSTRUCTION LLC			Y	$ 64,675.00
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AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of Wastewater Control Building Remodel Project ("Agreement") is made and entered in this 6th day of February, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and R&J Construction LLC, a California limited liability company ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

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

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

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 Contractor shall complete the Services by March 29, 2024, unless the Services are earlier terminated as permitted herein.

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

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of Seventy Thousand Dollars ($70,000). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

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

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

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Ruben Sierra, Owner R&J Construction LLC P.O. Box 556 Mentone, CA, 92359 rsierra56@icloud.com (909) 435-5903

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of

Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

R&J Construction LLC

By: _____
Ruben Sierra, Owner

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

Scope of Service
The City of Redlands Municipal Utilities and Engineering Department engages R&J Construction LLC for the remodel of the wastewater operations control room. The project is to adhere to the City's provided design. Any necessary adjustments due to unforeseen issues will be directed by City staff. Project completion should align with the anticipated expenses and tasks outlined in the City's design plan.
The total work area of 1000 sq. ft.
Site Prep/Demo: Before commencing construction, special emphasis will be placed on protecting all office furniture and city belongings by covering them with plastic sheaths. Additionally, plastic dust barriers will be installed to minimize and control construction dust.
Framing: Rough framing will adhere to the layout and design plans provided by the City, with all measurements and dimensions derived from these plans. The framing will be installed in accordance with the plans to create new walls for the kitchen/breakroom spaces.
Rough Electrical/ IT: Runs will be brought down from above the T-Bar grid to supply city-standard outlets on each wall. Additionally, a drywall box for fiber cable will be installed in an area designated by the city. This includes switches for LED lights, and all electrical installations will adhere to City plans.
T-Bar Grid: The grid will be painted and refurbished for reuse, restoring its appearance to a like-new condition. Subsequent tile installation will follow, using tiles specified by material number and information discussed during the job walk. Alternatively, questions can be submitted within the deadline for clarification. The final decision on the T-bar grid tiles' material will be made during installation, ensuring alignment with the budget scope of the project.
Drywall Hanging and Finish: Drywall will be hung to cover all walls and ceilings, followed by skimming and level 4 finishing with multiple coats and mud applications. The work will be executed to match the existing wall finish.
Desk: The project includes the supply and installation of designated desks, with one custom-made 'ELITE AIR 24/7 Control Room Console' provided by FountainHead ControlRooms. These desks, serving as the primary controls for the shop, are sole source products exclusively sold and distributed by Fountainhead Control Rooms, Inc., as specified in the plans and/or by City staff.
Countertops: Countertops, crafted from butcher block, will be installed in areas designated by plans or city staff. Four walls will feature countertops, ensuring a consistent style throughout the workstations.
Flooring: LVT flooring will be supplied and installed. Work hours will be adjusted to coincide with minimal staff presence for the relocation of desks and furniture.
Painting: All paint will be applied to the walls of each suite, including those in new construction. The City will select and provide the paint. Multiple coats will be applied to achieve a Level 4 paint finish.
Shall & Must Follow
The contractor shall not interfere with the SCADA system operations and staff work at any time during construction.
The contractor shall coordinate with the City of Redlands IT Department and TESCO, the city's integrator, to facilitate the relocation of (2) two SCADA computers to the new control desk.
The contractor shall coordinate with the City of Redlands IT Department to facilitate the removal and relocation of the existing 42-inch monitor to the South wall.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and R&J Construction LLC (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to Remodel Project for the Wastewater Control Building (the "Work"), which said agreement, dated February 6, 2024, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

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

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Seventy Thousand Dollars ($70,000) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

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

EXHIBIT "C"
Price and Fee Bid

The total work area of 1000 sq. ft.
Site Prep/Demo: Before commencing construction, special emphasis will be placed on protecting all office furniture and city belongings by covering them with plastic sheaths. Additionally, plastic dust barriers will be installed to minimize and control construction dust.
Framing: Rough framing will adhere to the layout and design plans provided by the City, with all measurements and dimensions derived from these plans. The framing will be installed in accordance with the plans to create new walls for the kitchen/break room spaces.
Rough Electrical/ IT: Runs will be brought down from above the T-Bar grid to supply city-standard outlets on each wall. Additionally, a drywall box for fiber cable will be installed in an area designated by the city. This includes switches for LED lights, and all electrical installations will adhere to City plans.
T-Bar Grid: The grid will be painted and refurbished for reuse, restoring its appearance to a like-new condition. Subsequent tile installation will follow, using tiles specified by material number and information discussed during the job walk. Alternatively, questions can be submitted within the deadline for clarification. The final decision on the T-bar grid tiles' material will be made during installation, ensuring alignment with the budget scope of the project.
Drywall Hanging and Finish: Drywall will be hung to cover all walls and ceilings, followed by skimming and level 4 finishing with multiple coats and mud applications. The work will be executed to match the existing wall finish.
Desk: The project includes the supply and installation of designated desks, with one custom-made 'ELITE AIR 24/7 Control Room Console' provided by FountainHead ControlRooms. These desks, serving as the primary controls for the shop, are sole source products exclusively sold and distributed by Fountainhead Control Rooms, Inc., as specified in the plans and/or by city staff.
Countertops: Countertops, crafted from butcher block, will be installed in areas designated by plans or city staff. Four walls will feature countertops, ensuring a consistent style throughout the workstations.
Flooring: LVT flooring will be supplied and installed. Work hours will be adjusted to coincide with minimal staff presence for the relocation of desks and furniture.
Painting: All paint will be applied to the walls of each suite, including those in new construction. The City will select and provide the paint. Multiple coats will be applied to achieve a Level 4 paint finish.
Total: $64,675.00

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

R&J Construction LLC

By:_____ Date: _____
Ruben Sierra, Owner

City Council Meeting **I. 11.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Cooperative Agreement with the San Bernardino County Flood Control District; and a Second Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc. to extend the project completion to December 31, 2024, and increase the agreement amount by $162,415, for the California Street and Redlands Boulevard Intersection Widening Project, and determination that these actions are exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine that approval of the Cooperative Agreement with the San Bernardino County Flood Control District; and the Second Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc. are exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that City Council approve the Cooperative Agreement with the San Bernardino County Flood Control District; and

3. I move to approve the Second Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc. for the California Street and Redlands Boulevard Intersection Widening Project

RECOMMENDATION:

Staff recommends City Council approve the Cooperative Agreement with the San Bernardino County Flood Control District, and a Second Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc. for the California Street and Redlands Boulevard Intersection Widening Project and determine that these actions are exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

California Street and Redlands Boulevard are major corridors within the City's transportation network and their intersection serves as a western gateway into the City. The California Street and Redlands Boulevard Intersection Widening Project (Project) will construct a dedicated right turn lane on the northwest corner of the intersection for southbound California Street vehicles turning west onto Redlands Boulevard, widen the west side of California Street from the intersection to a point approximately 770 feet north, and install a reinforced concrete box culvert over a portion of the Mission Channel. The remainder of the intersection was fully improved by a multi-jurisdictional project executed by the cities of Redlands and Loma Linda. On November 1, 2022, City Council approved a Professional Services Agreement (Agreement) with CASC Engineering and Consulting, Inc. (CASC) to provide Project engineering services for an amount not-to-exceed $231,930.

In October 2023, San Bernardino County Flood Control District (District) staff proposed to expand the original Project scope of work to improve the entire culvert crossing within the Mission Channel to its ultimate condition. This change in scope requires a Cooperative Agreement with the District to reimburse the City for additional engineering and construction costs. In December 2023, City Council approved the First Amendment to the CASC Agreement to extend the completion term by eight (8) months to August 31, 2024, to allow for the development of the Cooperative Agreement. The Second Amendment to the CASC Agreement extends the Project engineering services completion term by four (4) months to December 31, 2024, and increases the consultant's services fee by $162,415.

The preliminary construction cost estimate for this Project is $4,300,000 and the Cooperative Agreement terms obligate the District to reimburse the City for half the actual Project costs, which is $2,150,000 based on the current construction cost estimate. Reimbursable Project costs include engineering services, permitting, utility relocation, materials testing, construction inspection and management, construction services, and contingency allowances. The Cooperative Agreement also obligates the District to reimburse the City for half

of any Project cost overuns. MUED staff recommends City Council approval of this Cooperative Agreement with the District, as well as approval of the Second Amendment to the CASC Agreement.

Approval of the Cooperative Agreement with the District and a Second Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc. are exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act because this activity will not result in a direct or reasonably foreseeable indirect physical change in the environment.

ALTERNATIVES:

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

STRATEGIC PLAN:

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

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

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

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

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year: FY 23/24

Appropriation Required Y/N: No

Budgeted Y/N: Yes

Account No.: 252400

Discussion:

Funding for the engineering services phase of the Project is included in the FY 23/24 MUED Arterial Street Construction Budget (252400). Construction funding will be included in a future fiscal year budget.

Attachments

A. Cooperative Agreement with SBCFCD

B. Second Agreement Amendment CASC

C. CASC Agreement (Reference only)

D. CASC 1st Amendment (Reference only)

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

Contract Number

SAP Number

San Bernardino County
Flood Control District

Department Contract Representative	Michael B. Fam
Telephone Number	909-387-8120
Contractor	City of Redlands
Contractor Representative	Gerard Nepomuceno, P.E.
Telephone Number	909-798-7584 ext. 4
Contract Term	Not Applicable
Original Contract Amount	$2,150,000
Amendment Amount	
Total Contract Amount	$2,150,000
Cost Center	1930002526 - F02870

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH

WHEREAS, the San Bernardino County Flood Control District (**DISTRICT**) and the City of Redlands (**REDLANDS**) are signatories to this **AGREEMENT**, and may hereinafter be individually referred to as a "**PARTY**" and, collectively referred to as the "**PARTIES**"; and

WHEREAS, the **PARTIES** desire to cooperate and jointly participate in the development, funding, and construction of improvements to the flood control facility, generally referred to as the Mission Channel Box Culvert Crossing at the intersection of Redlands Boulevard and California Street (hereinafter referred to as the "**PROJECT**"); and

WHEREAS, the **PROJECT** has been recognized as a significant Secondary Flood Protection Facility with regional impacts and the funding was recommended as a part of the **DISTRICT**'s Zone 3 Priority Project List and Ten-Year Construction Funding Program; and

WHEREAS, the **PARTIES** agree that the **PROJECT** will be of mutual benefit to the **PARTIES;** and

WHEREAS, the estimated **PROJECT** cost is Four Million Three Hundred Thousand Dollars ($4,300,000) as shown on Exhibit A; and

WHEREAS, the **PARTIES** agree that the participation funding ratio (**RATIO**) for the **PROJECT** shall be fifty percent (50%) by the **DISTRICT** and fifty percent (50%) by **REDLANDS;** and

WHEREAS, the **PARTIES** agree that the **DISTRICT** will contribute to the total **PROJECT** costs by reimbursing **REDLANDS** 50% of the estimated **PROJECT** cost, in an amount not to exceed Two Million One Hundred Fifty Thousand Dollars ($2,150,000) as illustrated in Exhibit A; and

WHEREAS, the **PARTIES** agree that **REDLANDS** will share in the total **PROJECT** costs by contributing 50% of the estimated **PROJECT** cost, in the amount of Two Million One Hundred Fifty Thousand Dollars ($2,150,000) as illustrated in Exhibit A; and

WHEREAS, the **PARTIES** agree that the **PROJECT** costs include engineering design, inspection, materials testing, construction management, environmental permitting, utility relocation, construction, and contingencies of the **PROJECT**; and

WHEREAS, **REDLANDS** will act as the Lead Agency on the **PROJECT**; and

WHEREAS, the **PARTIES** understand that the **DISTRICT** does not currently have the full funding available for its share of the cost to fund the **PROJECT** within its Flood Control Zone 3 construction budget and, therefore, will reimburse **REDLANDS** per the reimbursement schedule, as stipulated under Section 2.1 and outlined in Exhibit B; the **DISTRICT** does reserve the right to amend the reimbursement schedule should an event occur that requires the **DISTRICT** to re-allocate funding from improvement projects, such as this **PROJECT**, to maintenance and repair of its facilities; and

WHEREAS, as the Lead Agency, **REDLANDS** is willing to advance the total funding for the **PROJECT** and will be responsible for all costs including engineering design, inspection, materials testing, construction management, environmental permitting, property acquisition, utility relocation, construction, and contingencies of the **PROJECT**; and

WHEREAS, upon completion of the **PROJECT**, the **PARTIES** agree that **REDLANDS** shall own, operate, and maintain the **PROJECT** within its jurisdictions accordingly; and

WHEREAS, the **PARTIES** desire to set forth their respective responsibilities and obligations regarding construction of the **PROJECT**.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION I

1.0 **REDLANDS** AGREES TO:

1.1 Act as the Lead Agency to prepare all environmental documents, construction plans, specifications, engineer's estimates, and administer construction, including advertisements for bids, bid reviews, contract awards, construction, and all other needed inspections of the **PROJECT**.

1.2 Submit to the **DISTRICT** contract plans, specifications, engineer's cost estimates, invoices, and progress reports regarding the **PROJECT** for review and approval prior to reimbursement. **REDLANDS** shall not commence advertising for the **PROJECT** contract bids until **DISTRICT** has reviewed and approved the contract plans, specifications, and engineer's cost estimates for the **PROJECT** in writing.

1.3 Process necessary environmental documents as required, including but not limited to, pursuant to the California Environmental Quality Act, and obtain all necessary environmental agencies' clearances for the construction of the **PROJECT**.

1.4 Provide all services to acquire any right-of-way needed for the **PROJECT,** including, but not limited to, eminent domain procedures, contacting owners or occupants, entering properties, inspecting, negotiating right-of-way takes, negotiating easements or replacement property for impacted trees, fences, drive approaches, and other property structures.

1.5 Provide reasonable timely notification to the **DISTRICT** of any meetings related to the **PROJECT** and schedule Project Development Team (PDT) meetings periodically before and during construction to ensure that **DISTRICT** have the opportunity to be represented.

1.6 Provide the **DISTRICT** with copies of all reports and other technical documents related to the **PROJECT** and allow the **DISTRICT** to comment prior to accepting such report or document.

1.7 Arrange for relocation of any utilities that may interfere with construction of the **PROJECT** within the **PROJECT** sites.

1.8 Obtain a no-cost encroachment permit from the **DISTRICT** for the portion of the **PROJECT** constructed within **DISTRICT** owned land and right-of-way.

1.9 Ensure **PROJECT** is constructed in accordance with the plans and specifications approved by the **DISTRICT.**

1.10 Enter into construction contract(s) with contractor(s) for the **PROJECT**.

1.11 Advertise, award, administer, and fund construction of the **PROJECT** in accordance with all applicable laws, including but not limited to, the Public Contract Code, the Civil Code, the Labor Code, and the Business and Professions Code.

1.12 Perform inspections of all items of work performed under the construction contract(s) with **REDLANDS**' contractors or subcontractors for the **PROJECT** and maintain adequate records of inspection and materials testing made available for review to the **DISTRICT**. **REDLANDS** shall provide copies of all records of inspection including inspection notes and materials testing to the **DISTRICT** within ten (10) business days of **REDLANDS**' receipt of written request from the **DISTRICT** for such records.

1.13 Provide the **DISTRICT** the opportunity to inspect the **PROJECT** during all phases of construction in accordance with the provisions of the encroachment permit, obtained per Section 1.8 above.

1.14 Pay all costs for the **PROJECT** including the **DISTRICT**'s share as set forth in Section 2.3. **REDLANDS**, at its sole discretion, may advance the **DISTRICT**'s share of the cost of the **PROJECT**, which shall be reimbursed by the **DISTRICT** as set forth in Section 2.1.

1.15 Submit progress reports on a regular and consistent basis to meet the **DISTRICT**'s requirement for reimbursement of funds. The reporting period shall not exceed one quarter of the year in length. The progress reports may be sent via email; however, an official hardcopy shall be sent to the **DISTRICT**'s Project Manager. The progress reports shall provide a brief description of the work performed during the reporting period including activities, milestones achieved, major accomplishments and any problems encountered in the performance of the **PROJECT**.

1.16 Provide the **DISTRICT** invoices on a quarterly basis for cost incurred on the **PROJECT** and shall include at minimum the following information:

a. Cost incurred for work performed in implementing the **PROJECT** during the period identified in the particular invoice, including the **RATIO** of costs to be allocated between the **PARTIES** as set forth in Exhibits A and B.
b. Cost incurred for any interest in real property (land or easement) that have been necessarily acquired for the **PROJECT** during the period identified in the particular invoice for the implementation of the **PROJECT**.
c. Invoices submitted shall meet the following format requirements:
    1. Cover letter with signature from the responsible **REDLANDS** official.
    2. Invoice must contain date of invoice, time period covered by the invoice, and the total amount due.
    3. A cost breakdown in table format with Vendor (Contractor, Invoices and Staff Time), description of costs, total costs for each line item and the **DISTRICT**'s and **REDLANDS**' cost share for every invoice.
    4. Invoices must be itemized.
    5. Sufficient backup documentation (e.g. receipts, copies of checks, time sheets, labor reports, cost accounting reports,) as reasonably determined by the **DISTRICT** must be provided to support all charges and all costs included in the invoice. Additional cost share shall be accounted for separately in the progress reports.
d. Cost incurred for the relocation of any utility associated with **PROJECT** before or during construction.
e. Submit the original, signed, invoice to the following address:

Michael Fam, P.E.
Flood Control Planning Division
825 East Third Street, Room 122
San Bernardino, CA 92415-0835

1.17 Own, operate, and maintain the **PROJECT** within **REDLANDS's** jurisdiction, upon completion of the **PROJECT** and acceptance of the **PROJECT** work by **DISTRICT,** pursuant to Section 3.5.

1.18 Require all contractors and vendors working on the **PROJECT** to:
1.18.1 Have appropriate and adequate insurance coverage for the mutual protection and benefit of the **PARTIES**. **DISTRICT** and San Bernardino County (**COUNTY**) shall be added as an additional insured on all contracts awarded by **REDLANDS**. The limits of liability in the Public Liability and Property Damage policy or policies shall not be less than $1,000,000 combined single limit;
1.18.2 Add **DISTRICT** as an obligee, to the Payment and Performance Bonds provided for the **PROJECT** and name **DISTRICT** as express third-party beneficiaries to the **PROJECT** contract documents; and
1.18.3 Indemnify, defend, and hold the **PARTIES** and **COUNTY** harmless from all claims and liabilities resulting in whole or in part from the acts or omissions of the contractor or vendor, to the full extent permitted by law.

1.19 Provide status reports regarding the **PROJECT** to the **DISTRICT** within fourteen (14) calendar days of **REDLANDS**' receipt of written request from the **DISTRICT** for such reports.

1.20 Provide to the **DISTRICT**, upon completion of **PROJECT**, one (1) set of Mylar drawings, and one (1) electronic set of "Record Drawings" of the **PROJECT**.

1.21 Retain or cause to be retained for audit by the **DISTRICT,** or other government auditors for a period of three (3) years from the date of the final payment, all records and accounts relating to the **PROJECT.**

SECTION II

2.0 **DISTRICT** AGREES TO:

2.1 Pay to **REDLANDS** the amounts within the given Fiscal Year upon availability of funds as outlined in Exhibit B starting in Fiscal Year 2024/2025 for **DISTRICT**'s share of the cost of the **PROJECT. DISTRICT**'s total funding participation under this **AGREEMENT** shall not exceed $2,150,000. **DISTRICT**'s reimbursement payments will be made no more frequently than quarterly, pursuant to Section 1.16. The **DISTRICT** shall be responsible for and pay its respective share for the **PROJECT** and pre-approved contingencies per the **RATIO** and as stipulated in this Section. **DISTRICT**'s financial obligations for payments are subject to and limited by the **DISTRICT**'s Board of Supervisors budgetary and appropriation process.

2.2 Pay for additional work to approved plans and specifications only when such additional work is requested by the **DISTRICT** and authorized in writing by the **DISTRICT** pursuant to Section 3.11 and the **DISTRICT** has received a request for payment with adequate documentation from **REDLANDS** pursuant to Section 1.16.

2.3 Pay its share of **PROJECT** costs based on the **RATIO** as shown in Exhibit A; the **DISTRICT**''s share of funding for the **PROJECT** shall not exceed $2,150,000, unless costs in excess of the total **PROJECT** costs are agreed upon by both **PARTIES in writing**, then the **DISTRICT**'s share of such additional costs shall be at the **RATIO** set forth in Exhibit A.

2.4 Promptly review and comment on contract plans, specifications and engineer's estimates prepared and submitted by **REDLANDS** or by its representatives**,** and upon **REDLANDS** satisfactorily addressing all of **DISTRICT's** comments, issue all necessary encroachment permits.

2.5 Issue no fee encroachment permit(s), after review of construction plans, when necessary, to **REDLANDS** for work within **DISTRICT** right-of-way.

SECTION III

3.0 IT IS FURTHER UNDERSTOOD AND AGREED:

3.1 The Effective Date of the **AGREEMENT** shall be the first date upon which all the following has occurred: (1) **REDLANDS**' Council and **DISTRICT**'s Board have approved the **AGREEMENT**; and (2) the authorized representative of each **PARTY** has signed the **AGREEMENT**.

3.3 All payments shall be made via electronic funds transfer (EFT) directly deposited into the **PARTIES**' designated checking or other bank account. **PARTIES** shall promptly comply with directions and accurately complete forms provided to process EFT payments.

3.4 Indemnification and Insurance.

3.4.1 Indemnification

a. Pursuant to Government Code Section 895.4, each **PARTY** ("Indemnitor") shall indemnify, defend (with counsel reasonably approved by Indemnitee), and hold harmless each of the other **PARTIES**, the **COUNTY**, and each of their authorized officers, employees, agents and volunteers (each an "Indemnitee," collectively, "Indemnitees") from and against any and all claims, actions, losses, damages, and/or liability arising out of the acts or omissions of Indemnitor, or its authorized officers, employees, agents and volunteers, under this Agreement.

3.4.2 Insurance

a. Waiver of Subrogation Rights – If not self-insured **REDLANDS** shall require the carriers of required coverage to waive all rights of subrogation against the **DISTRICT**, **COUNTY**, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit **REDLANDS** and their employees or agents from waiving the right of subrogation prior to a loss or claim.

REDLANDS hereby waive all rights of subrogation against the **DISTRICT** and/or County, except for the gross negligence of **DISTRICT** and **COUNTY**, its officers, employees, agents, volunteers, contractors, and subcontractors.

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

3.5 Default Provisions.

A. **REDLANDS** will be in default under this **AGREEMENT** if any of the following occur:

a. Material breaches of the **AGREEMENT**, or any supplement or amendment to it.
b. Making any false warranty, representation, or statement with respect to this **AGREEMENT**.
c. Failure to make any remittance required by this **AGREEMENT**.
d. Failure to submit timely progress reports.
e. Failure to routinely invoice the **DISTRICT**.

Should an event of default occur, the **DISTRICT** shall provide written notice of default to **REDLANDS** and shall give **REDLANDS** at least ninety (90) calendar days to cure the default from the date the notice is sent via first-class mail to **REDLANDS**; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within a ninety (90) day period, **REDLANDS** shall not be deemed in default if it diligently commences such cure within such period and thereafter diligently proceed to rectify and cure said default as soon as possible. If **REDLANDS** fails to cure the default within the time prescribed by the **DISTRICT**, the **DISTRICT** may do any of the following:

1. Terminate any obligation to make future payments to **REDLANDS**.
2. Terminate the **AGREEMENT**.
3. Take any other action that it deems necessary to protect its interest.

B. The **DISTRICT** will be in default under this **AGREEMENT** if any of the following occur:

a. Material breaches of the **AGREEMENT**, or any supplement or amendment to it.
b. Making any false warranty, representation, or statement with respect to this **AGREEMENT**.
c. Failure to make any undisputed payment required by this **AGREEMENT**.

Should an event of default occur, **REDLANDS** shall provide written notice of default to the **DISTRICT** and shall give the **DISTRICT** at least ninety (90) calendar days to cure the default from the date the notice is sent via first-class mail to the **DISTRICT**; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within a ninety (90) day period, **DISTRICT** shall not be deemed in default if it diligently commences such cure within such period and thereafter diligently proceed to rectify and cure said default as soon as possible. If the **DISTRICT** fails to cure the default within the time prescribed by **REDLANDS**, **REDLANDS** may do any of the following:

1. Terminate the **AGREEMENT.**
2. Take any other action that it deems necessary to protect its interest.

3.6 If, upon opening of bids for the **PROJECT** submitted, the bids indicate a cost overrun of no more than 25% of the estimated construction cost, **REDLANDS** may award the contract(s), notwithstanding any provision herein to the contrary, after a written concurrence from **DISTRICT**.

3.7 If, upon opening of bids for the **PROJECT**, bids indicate the actual cost of the **PROJECT** will exceed either 25% of the estimated cost of construction or the available funding, **PARTIES** shall endeavor to agree upon an alternative course of action. If, after thirty (30) days, an alternative course of action is not mutually agreed upon in writing, this **AGREEMENT** shall be deemed to be terminated by mutual consent.

3.8 This **AGREEMENT** shall inure to the benefit of and be binding upon the successors and assigns of the **PARTIES**.

3.9 If the performance by any **PARTY** of any part of this **AGREEMENT** is prevented, hindered or delayed by any reason beyond the control of the **PARTY** whose performance is so affected, and this effect cannot be overcome by due diligence, the **PARTY** affected is excused from performance to the extent that performance is necessarily prevented, hindered or delayed, during the continuance of the happening or event, and this **AGREEMENT** is suspended so long as and to the extent that the cause prevents or delays that **PARTY's** performance. The **PARTY** claiming to be affected shall give written notice to the other **PARTIES** within a reasonable time after the happening of the cause which they contend affects their performance. None of the **PARTIES** shall be liable for failure or delay of fulfilling their obligations if hindered or prevented by acts of God, fire, strikes, earthquakes, pandemic, and flooding.

3.10 The **PARTIES** acknowledge that final **PROJECT** costs may ultimately exceed current estimates of **PROJECT** costs. Any additional **PROJECT** costs resulting from increase bid prices or change orders (but not unforeseen conditions or requested additional work by a **PARTY** which are addressed in Section 3.11 below) over the estimated total **PROJECT** cost shall be borne by **REDLANDS** as provided in Exhibit A. Notwithstanding the foregoing, the **DISTRICT's** share of the **PROJECT** cost shall not exceed $2,150,000 under any circumstances unless a written amendment to this **AGREEMENT** is approved by the **DISTRICT's** Board.

3.11 If a **PARTY** requests additional work that is beyond the scope of the original **PROJECT,** said work will be paid solely by the **PARTY** requesting the work.

3.12 In the event that change orders are required during the course of the **PROJECT**, said change orders must be in writing and approved by the **PARTIES** within two (2) working days of submittal. If working conditions do not allow two working days for a written approval, then **PARTIES** agree to work diligently to come up with a speedy resolution in the field.

3.13 Since the **PARTIES** or their agents have participated fully in the preparation of this **AGREEMENT**, the language of this **AGREEMENT** shall be construed simply, according to its fair meaning, and not strictly for any or against any **PARTY**. Any term referencing time, days or period for performance shall be deemed workdays, unless expressly stated otherwise. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this **AGREEMENT**.

3.14 No supplement, modification, or amendment of this **AGREEMENT** shall be binding unless executed in writing and signed by all **PARTIES**.

3.15 All notices, approvals, consents, or other documents required or permitted under this **AGREEMENT** shall be in writing and, except as otherwise provided herein, shall be effective upon personal delivery or three days after deposit in the United States mail, certified, with first class postage fully prepaid, addressed as follows:

City of Redlands
Municipal Utilities and Engineering Dept.
35 Cajon St. Ste. 15A
Redlands, CA 92374
Attn: Gerard Nepomuceno, P.E.

San Bernardino County
Flood Control District, Room 122
825 East Third Street
San Bernardino, CA 92415
Attn: Michael Fam, P.E.

3.16 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a **PARTY** shall give the other **PARTY** any contractual rights by custom, estoppel, or otherwise.

3.17 This **AGREEMENT** shall be governed by the laws of the State of California. If a court of competent jurisdiction declares any portion of this **AGREEMENT** invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this **AGREEMENT** is frustrated. Any dispute or action to enforce any obligation under this **AGREEMENT** shall be filed and resolved in the appropriate Superior Court in the County of San Bernardino, California. In the event of litigation arising from this **AGREEMENT,** each **PARTY** to the **AGREEMENT** shall bear its own costs, including attorney's fees, except as provided for in Section 3.4.1.

3.18 Except with respect to the **PARTIES'** operation, maintenance and indemnification obligations contained herein, this **AGREEMENT** shall terminate upon the completion of the **PROJECT** and final payment by the **DISTRICT** to **REDLANDS.**

3.19 This **AGREEMENT** contains the entire **AGREEMENT** of the **PARTIES** with respect to the subject matter hereof, and supersedes all other prior negotiations, understandings, or contracts. This **AGREEMENT** may only be modified in writing, signed by all **PARTIES.**

3.20 Time is of the essence for each and every provision of this **AGREEMENT**.

3.21 This **AGREEMENT** may be cancelled upon thirty (30) days written notice of any **PARTY**, provided however, that no **PARTY** may cancel this **AGREEMENT** without cause after **REDLANDS** awards contract(s) to construct the **PROJECT**.

3.22 The Recitals preceding the terms of this **AGREEMENT** are incorporated into the terms hereof by this reference and constitute constructive terms of this **AGREEMENT**.

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

IN WITNESS WHEREOF, this **AGREEMENT** has been fully executed on behalf of the **DISTRICT** and **REDLANDS** by their duly authorized officers, effective as of the last date hereunder written.

CITY OF REDLANDS

_____
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

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

Title _____
(Print or Type)

Dated: _____

Address _____

_____

Approved as to Legal Form	Attested by the CITY Clerk
► _____	► _____
The CITY Attorney	The CITY Clerk
Date _____	Date _____

SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

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

Lynna Monell, Clerk of the Board

By _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by District
►	►	►
Sophie A. Curtis, Deputy County Counsel	Andy Silao, P.E.	Noel Castillo, Chief Flood Control Engineer
Date _____	Date _____	Date _____

EXHIBIT "A"

CITY OF REDLANDS DRAINAGE IMPROVEMENTS

TRIPLE REINFORCED BOX CULVERT, LOCATED ON MISSION CHANNEL AT THE INTERSECTION OF CALIFORNIA STREET AND REDLANDS BOULEVARD, TO BE CONCURRENTLY CONSTRUCTED WITH THE WIDENING OF THE NORTHWEST PORTION OF CALIFORNIA STREET, IN THE CITY OF REDLANDS

DESCRIPTION	TOTAL COST OF PROJECT*	DISTRICT SHARE*	CITY OF REDLANDS SHARE*
TRIPLE REINFORCED BOX CULVERT WITH WIDENING OF CALIFORNIA STREET	$4,300,000	$2,150,000	$2,150,000
		50%	50%

***IN THE EVENT THE TOTAL ACTUAL COST OF THE PROJECT IS LESS THAN $4,300,000, THE DISTRICT AND CITY OF REDLANDS SHARE WILL BE 50% AND 50%, RESPECTIVELY.**

***IN THE EVENT THE TOTAL ACTUAL COST OF THE PROJECT IS MORE THAN $4,300,000, AND AGREED UPON BY BOTH PARTIES, THE DISTRICT AND REDLANDS SHARE WILL COVER EXCESS COSTS 50% AND 50%, RESPECTIVELY.**

EXHIBIT "B"

CITY OF REDLANDS DRAINAGE IMPROVEMENTS

TRIPLE REINFORCED BOX CULVERT, LOCATED ON MISSION CHANNEL AT THE INTERSECTION OF CALIFORNIA STREET AND REDLANDS BOULEVARD, TO BE CONCURRENTLY CONSTRUCTED WITH THE WIDENING OF THE NORTHWEST PORTION OF CALIFORNIA STREET, IN THE CITY OF REDLANDS

DISTRICT* PAYMENT SCHEDULE

Fiscal Year	Maximum Payment Amount
FY 24-25	$2,150,000
TOTAL	$2,150,000

***FY24/25 - FIRST REIMBURSEMENT PAYMENT TO BE MADE UPON FIRST QUARTERLY INVOICE RECEIVED PURSUANT TO SECTION 2.1.**

***THE DISTRICT DOES RESERVE THE RIGHT TO AMEND THE REIMBURSEMENT SCHEDULE SHOULD THE EXPECTED FUNDING NOT BE AVAILABLE.**

SECOND AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This second amendment ("Second Amendment") to the agreement for Engineering services related to the California Street and Redlands Boulevard Intersection Widening Project dated November 1, 2022 ("Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and CASC Engineering and Consulting, Inc., a California corporation ("Consultant"), is made and entered into this 6th day of February 2024.

RECITALS

WHEREAS it is the desire of the City and Consultant to Article 2.1 of their existing Agreement, specifically described in Exhibit "A," "Scope of Services" to include an amended "Scope of Services," which is attached hereto by reference, and

WHEREAS, it is the desire of the City and Consultant to amend Article 4.1 of their existing Agreement, specifically described in Exhibit "B," "Project Schedule" to include an amended "Project Schedule," which is attached hereto by reference, and

WHEREAS, it is the desire of the City and Consultant to amend Article 4.2 of their existing Agreement to extend contract until December 31, 2024, and

WHEREAS, it is the desire of the City and consultant to amend Article 5.1 of their existing Agreement, specifically described in Exhibit "C," "Fee Schedule" to include an amended "Fee Schedule," which is attached hereto by reference, and

WHEREAS, it is the desire of the City and Consultant to amend Article 5.1 of their existing Agreement to increase Consultant's present total compensation of three hundred ninety-four thousand three hundred forty-five dollars ($394,345).

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

AGREEMENT

Section 1. The scope of work performed by Consultant pursuant to Exhibit "A" of the Agreement, entitled "Scope of Services," is hereby amended and replaced by an amended Exhibit "A," which is attached hereto and incorporated herein by this reference as Attachment 1.

Section 2. The project schedule set forth in Exhibit "B" of the Agreement, entitled "Project Schedule," is hereby amended and replaced by an amended Exhibit "B", which is attached hereto and incorporated herein by this reference as Attachment 2.

Section 3. The fee schedule set forth in Exhibit "C" of the Agreement, entitled "Fee Schedule," is hereby amended and replaced by an amended Exhibit "C", which is attached hereto and incorporated herein by this reference as Attachment 3.

Section 4. Subsection 4.2 of Article 4 of the Agreement, titled "Performance of Services" is hereby amended to read as follows:

"4.2 Consultant shall complete the Services by December 31, 2024, unless the Services are terminated earlier as provided for herein."

Section 5. Subsection 5.1 of Article 5 of the Agreement, titled "Payments to Consultant," is hereby amended to read as follows:

"5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of three hundred ninety-four thousand three hundred forty-five dollars ($394,345). City shall pay Consultant in accordance with Exhibit "C," titled "Fee Proposal," which is attached hereto and incorporated herein by this reference."

Section 6. All other provisions of the Agreement shall remain unchanged by this Second Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of February 6, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

CASC Engineering and Consulting, Inc.

By: _____
Richard J. Sidor, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT 1

EXHIBIT "A"

SCOPE OF SERVICES

The consultant will develop plans, specifications, and estimates (PS&E) adhering to the requirements of the City of Redlands, the General Plan, the current Standard Specifications for Public Works Construction (Greenbook), Caltrans Standard Specifications, and San Bernardino County Flood Control District (SBCFCD) Standard Specifications. Please review the project carefully and submit your proposal in accordance with the instructions provided in the Request for Proposals (RFP). The as-built plans for the 2017 previously completed "California Street/Redlands Intersection Improvement Project" has been attached to be used as an example only.

The scope of work that follows is intended as a guide only. The proposer is advised to add any critical tasks or elements which may have been overlooked, or delete any extraneous tasks deemed not necessary to the success of the project:

A. Project Coordination:

Consultant shall include Project Management as one of the work tasks. The Consultant shall act as a manager of the Consultant's team, including any Subconsultants. The Consultant shall manage and coordinate all components of the Project and take a proactive role in keeping all tasks on schedule and on budget and ensure timely completion of the project. Consultant shall give prior notice to the City, and obtain acceptance from same, before performing work outside the contract work scope and thereby contract budget amount.

a. Hold a design kick-off meeting with City representatives to review the project in detail, design requirements, schedule, potential concerns and cost limitations.
b. Maintain continuous communication with the City, including meetings to review the preliminary plan and project status at 60%, and 90% completion.
c. Provide agendas for each project status meeting including items for discussion and meeting minutes listing action items.
d. Provide an updated project schedule at each progress meeting.
e. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties within the critical path.
f. Provide a presentation to City Council and additional committees as requested by City staff.

B. Agency and Utility Coordination:

a. Coordinate with utility companies within the project limits as necessary.
b. Prepare an initial request for utility information such as atlas sheets, mapping, or as-built plans, and notify of the need to install planned facilities around the project.
c. Coordinate with utility companies to upgrade facilities, as needed.
d. Review utility information to determine the impact of the project on the various utilities, including contacting each affected utility company to determine facilities that may interfere with proposed construction.
e. Maintain a utility matrix documenting contacts, issues, etc. with utility companies.
f. Deliverables:
   - Digital submission of utility matrix.

C. Preliminary Engineering:

a. Design Survey

i. Perform research for survey information.

ii. Perform survey and conduct data collection.

iii. Obtain topographic feature locations for a complete and accurate representation of existing conditions within the public right-of-way.

iv. Obtain complete record drawings and other documents to show location of all utilities, location and dimensions of all sidewalks and driveways, location of all trees and landscaping which may be affected by the improvements; and

v. The survey and datum will be tied into the state plane coordinate system and City benchmark.

vi. Review and analyze existing conditions.

b. Additional Design Survey

i. CASC will provide a design survey of the area outlined in red on Figure 1 located below. This will include establishment of horizontal and vertical survey control for the complete length of the project. The basis of bearings will be referenced to the California Coordinate System of 1983, and the elevations will be referenced to the nearest City or County Benchmarks. CASC will provide spot elevations at a minimum of a 50' x 50' grid and locate all existing physical features. Physical features shall include but are not limited to curbs, flow-lines, centerlines, grade breaks, low points, angle points, spandrels, pavement striping, surface utilities, structures, walls, trees, poles, catch basins, signs, manhole lids, and irrigation boxes. CASC will extend the design survey previously performed and obtain invert information as requested on figure 2 below. Survey data will be compiled into a CAD base map with a 3D surface and one-foot contours generated. CAD base map provided by CASC will be in model space, will not include an exhibit with sheets and points scaled to size.



Figure 1



Figure 2

c. Field Review

i. Research and review base data documents including as-built improvement plans, utility information and other available record data; and

ii. Conduct a design review field meeting with City staff at 60% design completion to evaluate design recommendations against existing conditions.

iii. Field Review Deliverables:

- Minutes of design review field meeting.

The Consultant shall take the leadership role in all steps required for the approval of the Environmental Documents, include spearheading timely approvals from Army Corps of Engineers, California Department of Fish and Wildlife, SBCFCD, California State Water Resources Control Board, etc. Consultant will be the sole entity to perform research, surveys, studies, graphics, and coordination with the appropriate entitles and agencies, and shall not expect or rely on City staff to perform this work or to supplement the Consultant's work.

d. The consultant shall determine whether environmental work anticipated with this project is required or whether CEQA Categorical Exemption Section 15301 (c) applies to this project.

e. Environmental surveys, technical studies, public meetings. Consultant to prepare considering the Project needs.

f. Environmental Documents: Prepare and process the appropriate environmental documents for approval by the City and appropriate entities respectively. Environmental mitigation. plans and agreements.

g. Consultant prepares with applicable resource agencies and process approvals of the plans through regulatory agencies.

h. TRANSPORTATION PROJECT BMP DOCUMENT (TPBD) - If it is determined that Transportation Project BMP Document is required, the Consultant will prepare the TPBD in accordance with the requirements set forth in the Guidance. The TPBD will generally follow the template structure included in the Guidance. The Template includes constraints analysis that may produce the conclusion that none of the listed BMPs in the Guidance are feasible. If a BMP is feasible, the Consultant will incorporate them into the design to meet the Maximum Extent Practicable (MEP)

standard based on the site-specific constraints for the project. The proposed project is in an area that is required to address Hydrologic Conditions of Concern (HCOC) as defined in the Guidance. The HCOC analysis and the design of appropriate Best Management Practices (BMPs) to address HCOC will be part of the TPBD if necessary. At least three submittals will be required regardless of BMP feasibility. Consultant will provide an electronic copy of the TPBD for submittal with project plans. Consultant will then revise the TPBD to incorporate comments within the scope of services and provide revised electronic copies for each subsequent submittal for review and acceptance.

i. REVISION TO JURSIDICTIONAL DELINEATION As the Project footprint has expanded to include the area south of Redlands Boulevard within Mission Zanja Creek, the jurisdictional limits of this reach of the creek will need to be delineated. To identify potential jurisdictional features, a three-parameter delineation will be conducted according to the Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region and the 1987 Corps Wetland Delineation Manual. The biologists will delineate the jurisdictional limits of non-wetland waters of the United States following the procedures set forth in 33 Code of Federal Regulations 328.3(e). CASC anticipates that a routine delineation (as defined by the United States Army Corps of Engineers [USACE]), which is tailored to the site characteristics, will be adequate. The delineation will consider any additional information needs based on the State's Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State as administered by the Regional Water Quality Control Board (RWQCB). Further, the extent of any streambed and associated riparian areas subject to review by the California Department of Fish and Wildlife (CDFW) under Section 1602 of the California Fish and Game Code will be determined. One site visit will be performed to obtain data and record on-site conditions. Results of the draft jurisdictional delineation will require verification and approval by the USACE, the RWQCB, and the CDFW.
    i. Deliverable: Consultant previously provided the City with a Jurisdictional Delineation Report (dated August 2023) for the reach of the Creek that is north of Redlands Boulevard. Consultant will amend the August 2023 report to include the results of these field studies, update all geospatial data, and figures in an amended Jurisdictional Delineation Report. The report will be suitable for submittal to the involved agencies for purposes of jurisdictional delineation approval, permit applications, and for inclusion as a technical appendix. The report will identify and quantify jurisdictional areas and features, including a breakdown of wetlands and non-wetland waters of the United States, waters of the State, and CDFW jurisdictional areas. The report will also identify features as earthen or concrete. An estimate of permanent and temporary impacts (as well as earthen versus concrete) resulting from the discharge of fill material into jurisdictional areas will not be included in this delineation report but will be provided upon request. Upon receipt of comments from the resource agencies, Consultant will revise the draft report and submit a final report. This task includes responses to one round of consolidated comments. Should project plans and/or the project description change after the impact analysis has been

conducted, and/or if additional rounds of comments and/or additional coordination is required, a budget augment will be necessary to complete the additional work.

j. Additional Biological permitting services - Consultant will prepare permit applications accordingly. Changes to Project design during or after preparation of the package may necessitate a budget augment. Each application packet will be reviewed with the Project team prior to submittal to the respective agencies. Any additional coordination and requests by agencies for additional information not available to Consultant prior to submittal may necessitate a budget augment. Consultant anticipates up to three correspondence efforts with the agencies for this scope of work. Consultant assumes the Project will only require a nationwide permit and not an individual permit (which would require more environmental and an alternatives analysis).

k. Consultant will update the Initial Study according to the revisions to the Project. This includes updating the Project Description, text, tables, and exhibits. If additional revisions are requested outside of this service, they will be provided under separate authorization.

l. Based on the proposed revisions to the Project, Consultant will update applicable technical studies (Geotechnical, Cultural, Paleontological, Air Quality, GHG, Construction Noise, and Biological) accordingly. This includes updates to the Project Description, text, tables, and exhibits. If the proposed changes require updates to the analyses, services will be provided under separate authorization.

D. Final Engineering:

Plans, specifications, and estimates shall be provided at levels of completion of approximately 60%, 90%, and 100% (Mylar). The City will provide review comments at the concept, 60% and 90% design stage. It is expected that 100% plans will be complete.

Plans shall conform to the requirements of the City of Redlands, the General Plan, the current Standard Specifications for Public Works Construction (Greenbook), Caltrans Standard Specifications, and County of San Bernardino Flood Control District (SBCFCD) Standard Specifications. and shall be prepared utilizing AutoCAD software. All work identified herein shall be approved by a Professional Engineer registered within the State of California.

Project plans shall include, but are not limited, to the following:

i. Title and construction detail sheets;

ii. Civil design plans. Plans shall include removals, existing and proposed improvements, utility base mapping, etc. Where necessary, the plans shall define limits of repairs to pavement, curb, gutter, sidewalk, ADA upgrades, etc. The plans shall be at a horizontal scale of 1"=20' or 1”=40’ where appropriate;

iii. Signing and striping plans at a horizontal scale of 1"=40'. Signing and striping plans shall be prepared and meet criteria established in the MUTCD, latest

edition;

iv. Submit 60% and 90% completion plans for City's review and comments. Revise plans based on City comments; and

v. Submit 100% plans (mylars) and project specifications.

vi. Revisions to Final Engineering – Update drawings to extend the proposed triple RCP upstream to meet the existing triple RCB under California Street. These revisions will include the following:

- Removal of approximately 92 linear feet of existing 7.6'Hx25'W RCB.
- Removal of the existing upstream pcc transition structure.
- Install approximately 145 additional linear feet of new 11'Hx18'W triple RCB with connection to existing triple RCB.
- Provide existing storm drain lateral connections to new triple RCB.

In performing said service, the consultant shall use, whenever possible, the boilerplate specifications prepared and approved by the City. All drawings and specifications shall be adequate and sufficient for the City to solicit bids for the award of the construction contract for said work.

i. Deliverables:

- Two sets of full size plan submittals at 60% and 90% completion milestones;
- One full size Mylar set of 100% drawings; and
- DVD containing bid package in PDF, AutoCAD and Microsoft Word.

E. Cost Estimates:

Prepare quantity calculations and final construction cost estimates in accordance with City requirements to meet established project budget.

i. Deliverables:

- Cost estimate at Concept, 60%, 90% and 100% design; and
- Electronic files of 100% cost estimates.

F. Specifications:

Prepare Technical Specifications to be used in conjunction with the City boilerplate specifications. Preparation of all required Federal/State documents to be included in the specifications.

i. Deliverables:

- Specifications at the 60%, 90% and 100% completion milestones; and
- Electronic files of 100% specifications.

G. Project Advertisement Services:

Consultant shall provide support during bidding. Work includes, but is not limited to, the following:

i. Respond to Requests for Information (RFIs) during the project advertisement period, and log questions and responses. All communication shall be directed to the City for issuance to the bidders, at no time shall the consultant respond directly to bidders; and

ii. Prepare addenda as necessary with coordination and issuance by the City.

iii. Deliverables:

- Tabulated Response to RFIs & Addendums, as necessary.

H. Construction Support Services:

Consultant shall provide support during construction. Work includes, but is not limited to, the following:

i. Provide response to contractor's requests for information (RFI) regarding the project forwarded to the consultant by the City. This task includes conferring with the City's Construction Manager regarding the RFI, as appropriate. All communication shall be directed to the City for issuance to the Contractor, at no time shall the Consultant respond directly to Contractor;
ii. Review and approve shop drawings; and
iii. Regularly scheduled construction observation is specifically excluded from this scope of work.

I. Prepare Record Drawings (As-built):

Within sixty days following the completion and acceptance of the project, furnish City with a complete set of revised original tracings showing as-built conditions. Revisions will be solely based on as-built information provided by the City's Construction Manager and the Contractor. Consultant assumes no responsibility for the accuracy of the information provided by the City's Construction Manager and the Contractor.

i. Deliverables

a. Furnish a complete set of revised original record drawings.

b. Revise record drawings based on the revised design scope. These revisions will be limited to the sewer main re-alignment at the intersection of California Street and Redlands Blvd.

ATTACHMENT 2

EXHIBIT "B"
Project Schedule

ID	Task Mode	Task Name	Duration	Start	Finish
1		"Re-start" Kickoff Meeting	1 day	Mon 11/27/23	Mon 11/27/23
2		Additional Design Survey	10 days	Tue 11/28/23	Mon 12/11/23
3		PTR	4 days	Tue 11/28/23	Fri 12/1/23
4		Additional Research and Base Mapping	4 days	Tue 12/12/23	Fri 12/15/23
5		Project Initiation/Description	10 days	Tue 1/23/24	Mon 2/5/24
6		City Review Project Description	5 days	Tue 2/6/24	Mon 2/12/24
7		**Technical Studies**	**24 days**	**Mon 10/3/22**	**Thu 11/3/22**
8		Biological Evaluation	24 days	Mon 10/3/22	Thu 11/3/22
9		**Draft IS/MND**	**106 days**	**Mon 10/3/22**	**Thu 3/9/23**
10		Prepare Admin. IS/MND	10 days	Mon 10/3/22	Fri 10/14/22
11		City Review	15 days	Mon 10/17/22	Fri 11/4/22
12		Prepare Draft IS/MND	5 days	Mon 11/7/22	Fri 11/11/22
13		City Review	10 days	Mon 11/14/22	Tue 11/29/22
14		Circulate Draft IS/MND	30 days	Mon 11/7/22	Tue 12/20/22
15		IS/MNDResponse to Comments	5 days	Wed 12/21/22	Wed 1/4/23
16		City Review Response to IS/MND comments	10 days	Thu 1/5/23	Wed 1/18/23
17		Planning Commission	10 days	Thu 1/19/23	Wed 2/1/23
18		City Council	26 days	Thu 2/2/23	Thu 3/9/23
19		**Final Engineering**	**160 days**	**Mon 12/18/23**	**Fri 7/26/24**
20		**Revised 60% Submittal**	**71 days**	**Mon 12/18/23**	**Mon 3/25/24**
21		Street Improvement Plan	21 days	Mon 12/18/23	Mon 1/15/24
22		Channel Improvement Plan	25 days	Tue 1/2/24	Mon 2/5/24
23		Water Improvement Plan	3 days	Tue 2/6/24	Thu 2/8/24
24		Traffic Signal Modification	10 days	Tue 2/6/24	Mon 2/19/24
25		Utility Relocation Coordination	7 days	Tue 2/6/24	Wed 2/14/24
26		ROW Mapping	4 days	Tue 2/6/24	Fri 2/9/24
27		Specs and Estimates	5 days	Tue 2/20/24	Mon 2/26/24
28		1st submittal City	20 days	Tue 2/27/24	Mon 3/25/24
29		1st submittal Flood Control	20 days	Tue 2/27/24	Mon 3/25/24
30		**90% Submittal**	**56 days**	**Mon 4/1/24**	**Mon 6/17/24**
31		Street Improvement Plan	12 days	Mon 4/1/24	Tue 4/16/24
32		Channel Improvement Plan	13 days	Wed 4/17/24	Fri 5/3/24
33		Water Improvement Plan	6 days	Mon 5/6/24	Mon 5/13/24
34		Traffic Signal Modification	5 days	Wed 4/17/24	Tue 4/23/24
35		Utility Relocation Coordination	7 days	Tue 5/14/24	Wed 5/22/24
36		ROW Mapping	2 days	Tue 5/14/24	Wed 5/15/24
37		Specs and Estimates	5 days	Tue 5/14/24	Mon 5/20/24
38		2nd submittal City	20 days	Tue 5/21/24	Mon 6/17/24
39		2nd submittal Flood Control	20 days	Tue 5/21/24	Mon 6/17/24
40		**100% Submittal**	**29 days**	**Tue 6/18/24**	**Fri 7/26/24**
41		Street Improvement Plan	5 days	Tue 6/18/24	Mon 6/24/24
42		Channel Improvement Plan	5 days	Tue 6/18/24	Mon 6/24/24
43		Water Improvement Plan	5 days	Tue 6/18/24	Mon 6/24/24
44		Traffic Signal Modification	5 days	Tue 6/18/24	Mon 6/24/24
45		Utility Relocation Coordination	7 days	Tue 6/25/24	Wed 7/3/24
46		ROW Mapping	2 days	Tue 6/25/24	Wed 6/26/24
47		Specs and Estimates	5 days	Tue 6/25/24	Mon 7/1/24
48		3rd submittal City	15 days	Tue 7/2/24	Mon 7/22/24
49		3rd submittal Flood Control	15 days	Tue 7/2/24	Mon 7/22/24
50		**Bid Phase**	**30 days**	**Mon 7/22/24**	**Fri 8/30/24**
51		RFI's	30 days	Mon 7/22/24	Fri 8/30/24

ATTACHMENT 3

EXHIBIT "C"
Fee Schedule

TASK DESCRIPTION	TOTAL Hours	Flat Fee	TOTAL	Additional Cost	Grand Total
A. Project Management					
Kickoff Meeting	5		905.00		905.00
Kickoff Meeting TES	0	530.00	530.00		530.00
Project Administration	22		2,940.00		2,940.00
Project Meetings	6	850.00	1,810.00	1,800.00	3,610.00
Agency Coordination	16		2,212.00	3,000.00	5,212.00
Subtotal	**49**	**1,380.00**	**8,397.00**	**4,800.00**	**13,197.00**
B. AGENCY AND UTILITY COORDINATION					
Utility and As-built Research, Mapping and Coordination	84	105.00	12,915.00		12,915.00
Subtotal	**84**	**105.00**	**12,915.00**		**12,915.00**
C. PRELIMINARY ENGINEERING					
Design Survey	36		7,944.00	7,500.00	15,444.00
Preliminary Title Report Review	14		2,310.00		2,310.00
Research and Base Mapping	16		2,640.00		2,640.00
Legal Description and Plat for ROW	23		3,795.00		3,795.00
Design Review Field Meeting	10	1,480.00	3,074.00		3,074.00
Subtotal	**99**	**1,480.00**	**19,763.00**	**7,500.00**	**27,263.00**
D. ENVIRONMENTAL TECHNICAL STUDIES					
Task 1. Project Initiation/Description	6		1,035.00		1,035.00
Task 2. Applicant Prepared Technical Studies	0		-		-
Geotechnical Investigation (LOR)	3	27,186.50	27,681.50	3,000.00	30,681.50
Cultural and Paleontological Resources(Duke)	0	12,567.50	12,567.50	3,000.00	15,567.50
Air Quality /GHG Impact Analysis(Urban)	0	8,470.00	8,470.00	3,000.00	11,470.00
Construction Noise Assessment(Urban)	0	5,940.00	5,940.00	3,000.00	8,940.00
Biological Resources Evaluation	56		7,840.00	3,000.00	10,840.00
Task 3. Prepare Draft IS/MND, or MND,MMRP	54		8,968.00	3,500.00	12,468.00
Prepare Draft IS/MND, or MND,MMRP	46		6,112.00		6,112.00
Prepare Public Draft IS/MND, or MND,MMRP	26		3,694.00		3,694.00
Task 4. Prepare Responses to Comments	3		540.00		540.00
Task 5. Meeting and Coordination	20		3,072.00		3,072.00
Transportation Project BMP Document (TPBD)				10,000.00	10,000.00
Additional Biological Permitting Services				22,000.00	22,000.00
Revision to Jursidictional Delineation				19,000.00	19,000.00
Subtotal	**214**	**54,164.00**	**85,920.00**	**69,500.00**	**155,420.00**
E. FINAL ENGINEERING					
PS&E					
60% Submittal Documents					
Street Improvement Plan	86		12,370.00	2,970.00	15,340.00
Signing & Striping Plan				7,410.00	7,410.00
Channel Improvement Plan	102	14,100.00	28,670.00	13,315.00	41,985.00
Sewer Improvement Plan As-Built Revisions				2,230.00	2,230.00
Water Improvement Plan	46		6,390.00		6,390.00
Traffic Signal Modification Plan(TES)	0	920.00	920.00	8,020.00	8,940.00
Cost Estimate	8	265.00	1,405.00	445.00	1,850.00
Specifications	12	425.00	2,325.00	320.00	2,645.00
90% Submittal Documents					
Street Improvement Plan	47		6,860.00	4,230.00	11,090.00
Signing & Striping Plan				4,690.00	4,690.00
Channel Improvement Plan	50	7,050.00	14,125.00	10,095.00	24,220.00
Sewer Improvement Plan As-Built Revisions				1,930.00	1,930.00
Water Improvement Plan	23		3,195.00	2,085.00	5,280.00
Traffic Signal Modification Plar	0	550.00	550.00	3,235.00	3,785.00
Cost Estimate	5	265.00	930.00	665.00	1,595.00
Specifications	12	370.00	2,270.00	485.00	2,755.00
100% Submittal Documents					
Street Improvement Plan	16		2,320.00	725.00	3,045.00
Signing & Striping Plan				2,730.00	2,730.00
Channel Improvement Plan	17	2,350.00	4,745.00	2,620.00	7,365.00
Sewer Improvement Plan As-Built Revisions				965.00	965.00
Water Improvement Plan	9		1,285.00	445.00	1,730.00
Traffic Signal Modification Plar	0	370.00	370.00	770.00	1,140.00
Cost Estimate	6	132.50	962.50	290.00	1,252.50
Specifications	12	132.50	2,032.50	475.00	2,507.50
Subtotal	**451**	**26,930.00**	**91,725.00**	**71,145.00**	**162,870.00**
I. Bid Phase Support(CASC andTES)					
RFI's-CASC	8		1,260.00	1,260.00	2,520.00
RFI's-TES	0	690.00	690.00	180.00	870.00
RFI-Rich Herman Structural	0	850.00	850.00	-	850.00
Subtotal	**8**	**1,540.00**	**2,800.00**	**1,440.00**	**4,240.00**
J. Construction Phase Support(CASC and TES)					
RFI's-CASC	15		2,375.00	2,375.00	4,750.00
Submittals CASC	15		2,375.00	2,375.00	4,750.00
RFI's-TES	0	370.00	370.00	1,570.00	1,940.00
RFI's-Submittals Herman Structural	0	850.00	850.00	-	850.00
Subtotal	**30**	**1,220.00**	**5,970.00**	**6,320.00**	**12,290.00**
Record Drawings					
CASC	9		1,125.00	645.00	1,770.00
TES	0	475.00	475.00	1,065.00	1,540.00
Rich Herman Structural	0	840.00	840.00	-	840.00
Subtotal	**9**	**1,315.00**	**2,440.00**	**1,710.00**	**4,150.00**
K. Expenses					
Expenses	0	2,000.00	2,000.00		2,000.00
Subtotal		**2,000.00**	**2,000.00**		**2,000.00**
TOTAL	***944***	***90,134***	***$231,930.00***	***$162,415.00***	***$394,345.00***

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of engineering services("Agreement") is made and entered in this 1st day of November, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and CASC Engineering and Consulting, Inc. a California consultant ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

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

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 Consultant shall complete the Services by December 31, 2023, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall be in the amount of two hundred thirty-one thousand nine hundred thirty dollars ($231,930). City shall pay Consultant in accordance with Exhibit "C," titled "Fee Schedule" which is attached hereto and incorporated herein by this reference.

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

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

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

CONSULTANT:

Patrick Flanagan, Licensed Project Manager
CASC Engineering and Consulting, Inc.
1470 E. Cooley Drive
Colton, CA 92324
pflanagan@cascinc.com
Phone: (909) 783-0101

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of

income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein

set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

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

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

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

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

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or

sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

CASC Engineering and Consulting, Inc.

By: _____
Richard J. Sidor, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The consultant will develop plans, specifications, and estimates (PS&E) adhering to the requirements of the City of Redlands, the General Plan, the current Standard Specifications for Public Works Construction (Greenbook), Caltrans Standard Specifications, and San Bernardino County Flood Control District (SBCFCD) Standard Specifications. Please review the project carefully and submit your proposal in accordance with the instructions provided in the Request for Proposals (RFP). The as-built plans for the 2017 previously completed "California Street/Redlands Intersection Improvement Project" has been attached to be used as an example only.

The scope of work that follows is intended as a guide only. The proposer is advised to add any critical tasks or elements which may have been overlooked, or delete any extraneous tasks deemed not necessary to the success of the project:

A. Project Coordination:

Consultant shall include Project Management as one of the work tasks. The Consultant shall act as a manager of the Consultant's team, including any Subconsultants. The Consultant shall manage and coordinate all components of the Project and take a proactive role in keeping all tasks on schedule and on budget and ensure timely completion of the project. Consultant shall give prior notice to the City, and obtain acceptance from same, before performing work outside the contract work scope and thereby contract budget amount.

a. Hold a design kick-off meeting with City representatives to review the project in detail, design requirements, schedule, potential concerns and cost limitations.

b. Maintain continuous communication with the City, including meetings to review the preliminary plan and project status at 60%, and 90% completion.

c. Provide agendas for each project status meeting including items for discussion and meeting minutes listing action items.

d. Provide an updated project schedule at each progress meeting.

e. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties within the critical path.

f. Provide a presentation to City Council and additional committees as requested by City staff.

B. Agency and Utility Coordination:

a. Coordinate with utility companies within the project limits as necessary.
b. Prepare an initial request for utility information such as atlas sheets, mapping, or as-built plans, and notify of the need to install planned facilities around the project.

c. Coordinate with utility companies to upgrade facilities, as needed.

d. Review utility information to determine the impact of the project on the various utilities, including contacting each affected utility company to determine facilities that may interfere with proposed construction.

e. Maintain a utility matrix documenting contacts, issues, etc. with utility companies.

f. Deliverables:
   - Digital submission of utility matrix.

C. Preliminary Engineering:

a. Design Survey
   i. Perform research for survey information.
   ii. Perform survey and conduct data collection.
   iii. Obtain topographic feature locations for a complete and accurate representation of existing conditions within the public right-of-way.
   iv. Obtain complete record drawings and other documents to show location of all utilities, location and dimensions of all sidewalks and driveways, location of all trees and landscaping which may be affected by the improvements; and
   v. The survey and datum will be tied into the state plane coordinate system and City benchmark.
   vi. Review and analyze existing conditions.

b. Field Review
   i. Research and review base data documents including as-built improvement plans, utility information and other available record data; and
   ii. Conduct a design review field meeting with City staff at 60% design completion to evaluate design recommendations against existing conditions.
   iii. Field Review Deliverables:
      - Minutes of design review field meeting.

D. Environmental Technical Studies:

The Consultant shall take the leadership role in all steps required for the approval of the Environmental Documents, include spearheading timely approvals from Army Corps of Engineers, California Department of Fish and Wildlife, SBCFCD, California State Water Resources Control Board, etc. Consultant will be the sole entity to perform research, surveys, studies, graphics, and coordination with the appropriate entitles and agencies, and shall not expect or rely on City staff to perform this work or to supplement the Consultant's work.

a. The consultant shall determine whether environmental work anticipated with this project is required or whether CEQA Categorical Exemption Section 15301 (c) applies to this project.

b. Environmental surveys, technical studies, public meetings. Consultant to prepare considering the Project needs.

c. Environmental Documents: Prepare and process the appropriate environmental documents for approval by the City and appropriate entities respectively. Environmental mitigation. plans and agreements.

d. Consultant prepares with applicable resource agencies and process approvals of the plans through regulatory agencies.

E. Final Engineering:

Plans, specifications, and estimates shall be provided at levels of completion of approximately 60%, 90%, and 100% (Mylar). The City will provide review comments at the concept, 60% and 90% design stage. It is expected that 100% plans will be complete.

Plans shall conform to the requirements of the City of Redlands, the General Plan, the current Standard Specifications for Public Works Construction (Greenbook), Caltrans Standard Specifications, and County of San Bernardino Flood Control District (SBCFCD) Standard Specifications. and shall be prepared utilizing AutoCAD software. All work identified herein shall be approved by a Professional Engineer registered within the State of California.

Project plans shall include, but are not limited, to the following:

i. Title and construction detail sheets;

ii. Civil design plans. Plans shall include removals, existing and proposed improvements, utility base mapping, etc. Where necessary, the plans shall define limits of repairs to pavement, curb, gutter, sidewalk, ADA upgrades, etc. The plans shall be at a horizontal scale of 1"=20' or 1"=40' where appropriate;

iii. Signing and striping plans at a horizontal scale of 1"=40'. Signing and striping plans shall be prepared and meet criteria established in the MUTCD, latest edition;

iv. Submit 60% and 90% completion plans for City's review and comments. Revise plans based on City comments; and

v. Submit 100% plans (mylars) and project specifications.

In performing said service, the consultant shall use, whenever possible, the boilerplate specifications prepared and approved by the City. All drawings and specifications shall be adequate and sufficient for the City to solicit bids for the award of the construction contract for said work.

i. Deliverables:
- Two sets of full size plan submittals at 60% and 90% completion milestones;
- One full size Mylar set of 100% drawings; and
- DVD containing bid package in PDF, AutoCAD and Microsoft Word.

F. Cost Estimates:

Prepare quantity calculations and final construction cost estimates in accordance with City requirements to meet established project budget.

i. Deliverables:
- Cost estimate at Concept, 60%, 90% and 100% design; and
- Electronic files of 100% cost estimates.

G. Specifications:

Prepare Technical Specifications to be used in conjunction with the City boilerplate specifications. Preparation of all required Federal/State documents to be included in the specifications.

i. Deliverables:
- Specifications at the 60%, 90% and 100% completion milestones; and
- Electronic files of 100% specifications.

H. Project Advertisement Services:

Consultant shall provide support during bidding. Work includes, but is not limited to, the following:

i. Respond to Requests for Information (RFIs) during the project advertisement period, and log questions and responses. All communication shall be directed to the City for issuance to the bidders, at no time shall the consultant respond directly to bidders; and

ii. Prepare addenda as necessary with coordination and issuance by the City.

iii. Deliverables:

- Tabulated Response to RFIs & Addendums, as necessary.

I. Construction Support Services:

Consultant shall provide support during construction. Work includes, but is not limited to, the following:

i. Provide response to contractor's requests for information (RFI) regarding the project forwarded to the consultant by the City. This task includes conferring with the City's Construction Manager regarding the RFI, as appropriate. All communication shall be directed to the City for issuance to the Contractor, at no time shall the Consultant respond directly to Contractor;

ii. Review and approve shop drawings; and

iii. Regularly scheduled construction observation is specifically excluded from this scope of work.

J. Prepare Record Drawings (As-built):

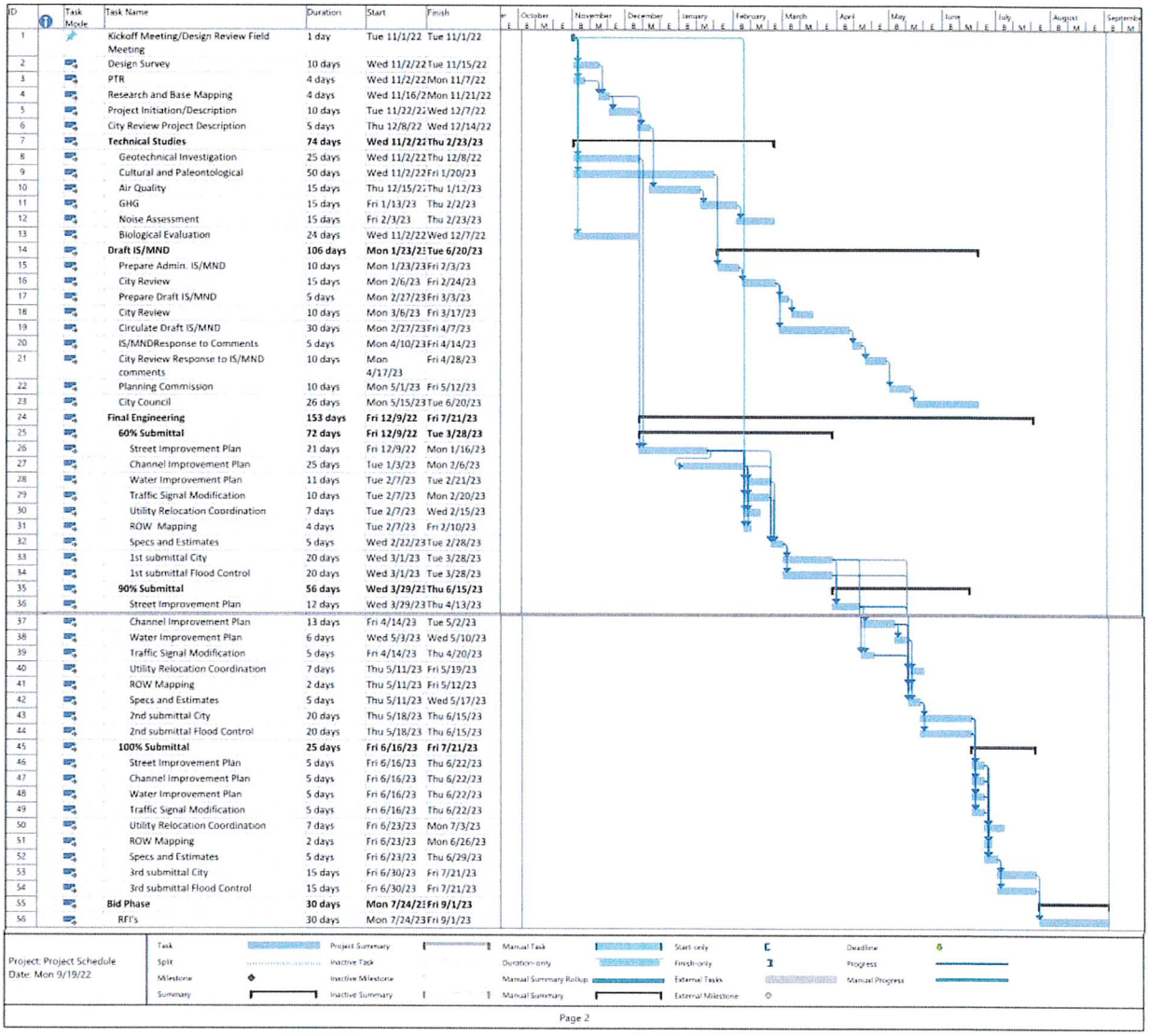
Within sixty days following the completion and acceptance of the project, furnish City with a complete set of revised original tracings showing as-built conditions. Revisions will be solely based on as-built information provided by the City's Construction Manager and the Contractor. Consultant assumes no responsibility for the accuracy of the information provided by the City's Construction Manager and the Contractor.

i. Deliverables:

- Furnish a complete set of revised original record drawings

EXHIBIT "B"

PROJECT SCHEDULE



ID	Task Mode	Task Name	Duration	Start	Finish
1		Kickoff Meeting/Design Review Field Meeting	1 day	Tue 11/1/22	Tue 11/1/22
2		Design Survey	10 days	Wed 11/2/22	Tue 11/15/22
3		PTR	4 days	Wed 11/2/22	Mon 11/7/22
4		Research and Base Mapping	4 days	Wed 11/16/2	Mon 11/21/22
5		Project Initiation/Description	10 days	Tue 11/22/22	Wed 12/7/22
6		City Review Project Description	5 days	Thu 12/8/22	Wed 12/14/22
7		**Technical Studies**	**74 days**	**Wed 11/2/22**	**Thu 2/23/23**
8		Geotechnical Investigation	25 days	Wed 11/2/22	Thu 12/8/22
9		Cultural and Paleontological	50 days	Wed 11/2/22	Fri 1/20/23
10		Air Quality	15 days	Thu 12/15/22	Thu 1/12/23
11		GHG	15 days	Fri 1/13/23	Thu 2/2/23
12		Noise Assessment	15 days	Fri 2/3/23	Thu 2/23/23
13		Biological Evaluation	24 days	Wed 11/2/22	Wed 12/7/22
14		**Draft IS/MND**	**106 days**	**Mon 1/23/23**	**Tue 6/20/23**
15		Prepare Admin. IS/MND	10 days	Mon 1/23/23	Fri 2/3/23
16		City Review	15 days	Mon 2/6/23	Fri 2/24/23
17		Prepare Draft IS/MND	5 days	Mon 2/27/23	Fri 3/3/23
18		City Review	10 days	Mon 3/6/23	Fri 3/17/23
19		Circulate Draft IS/MND	30 days	Mon 2/27/23	Fri 4/7/23
20		IS/MNDResponse to Comments	5 days	Mon 4/10/23	Fri 4/14/23
21		City Review Response to IS/MND comments	10 days	Mon 4/17/23	Fri 4/28/23
22		Planning Commission	10 days	Mon 5/1/23	Fri 5/12/23
23		City Council	26 days	Mon 5/15/23	Tue 6/20/23
24		**Final Engineering**	**153 days**	**Fri 12/9/22**	**Fri 7/21/23**
25		**60% Submittal**	**72 days**	**Fri 12/9/22**	**Tue 3/28/23**
26		Street Improvement Plan	21 days	Fri 12/9/22	Mon 1/16/23
27		Channel Improvement Plan	25 days	Tue 1/3/23	Mon 2/6/23
28		Water Improvement Plan	11 days	Tue 2/7/23	Tue 2/21/23
29		Traffic Signal Modification	10 days	Tue 2/7/23	Mon 2/20/23
30		Utility Relocation Coordination	7 days	Tue 2/7/23	Wed 2/15/23
31		ROW Mapping	4 days	Tue 2/7/23	Fri 2/10/23
32		Specs and Estimates	5 days	Wed 2/22/23	Tue 2/28/23
33		1st submittal City	20 days	Wed 3/1/23	Tue 3/28/23
34		1st submittal Flood Control	20 days	Wed 3/1/23	Tue 3/28/23
35		**90% Submittal**	**56 days**	**Wed 3/29/23**	**Thu 6/15/23**
36		Street Improvement Plan	12 days	Wed 3/29/23	Thu 4/13/23
37		Channel Improvement Plan	13 days	Fri 4/14/23	Tue 5/2/23
38		Water Improvement Plan	6 days	Wed 5/3/23	Wed 5/10/23
39		Traffic Signal Modification	5 days	Fri 4/14/23	Thu 4/20/23
40		Utility Relocation Coordination	7 days	Thu 5/11/23	Fri 5/19/23
41		ROW Mapping	2 days	Thu 5/11/23	Fri 5/12/23
42		Specs and Estimates	5 days	Thu 5/11/23	Wed 5/17/23
43		2nd submittal City	20 days	Thu 5/18/23	Thu 6/15/23
44		2nd submittal Flood Control	20 days	Thu 5/18/23	Thu 6/15/23
45		**100% Submittal**	**25 days**	**Fri 6/16/23**	**Fri 7/21/23**
46		Street Improvement Plan	5 days	Fri 6/16/23	Thu 6/22/23
47		Channel Improvement Plan	5 days	Fri 6/16/23	Thu 6/22/23
48		Water Improvement Plan	5 days	Fri 6/16/23	Thu 6/22/23
49		Traffic Signal Modification	5 days	Fri 6/16/23	Thu 6/22/23
50		Utility Relocation Coordination	7 days	Fri 6/23/23	Mon 7/3/23
51		ROW Mapping	2 days	Fri 6/23/23	Mon 6/26/23
52		Specs and Estimates	5 days	Fri 6/23/23	Thu 6/29/23
53		3rd submittal City	15 days	Fri 6/30/23	Fri 7/21/23
54		3rd submittal Flood Control	15 days	Fri 6/30/23	Fri 7/21/23
55		**Bid Phase**	**30 days**	**Mon 7/24/23**	**Fri 9/1/23**
56		RFI's	30 days	Mon 7/24/23	Fri 9/1/23

EXHIBIT "C"

Fee Schedule

TASK DESCRIPTION	Technical Support	Project Manager	Project Engineer	Design Engineer	Designer	Survey Manager	Mapping Manager	2-Man Survey Crew	Planning Director	Senior Planner	Associate Planner	Gis Specialist	Sr. Biologist	Project Analyst	TOTAL Hours	Flat Fee	TOTAL
	$210.00	$165.00	$155.00	$125.00	$120.00	$210.00	$165.00	$226.00	$210.00	$165.00	$116.00	$116.00	$140.00	$102.00			
A. Project Management																	
Kickoff Meeting	1	2	1						1						5		905.00
Kickoff Meeting TES															0	530.00	530.00
Project Administration		6	6											10	22		2,940.00
Project Meetings		3	3												6	850.00	1,810.00
Agency Coordination		5	5											6	16		2,212.00
Subtotal	**1**	**16**	**15**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**16**	**49**	**1,380.00**	**8,397.00**
B. AGENCY AND UTILITY COORDINATION																	
Utility and As-built Research, Mapping and Coordination	6	12	24		24		18								84	105.00	12,915.00
Subtotal	**6**	**12**	**24**		**24**		**18**								**84**	**105.00**	**12,915.00**
C. PRELIMINARY ENGINEERING																	
Design Survey						12		24							36		7,944.00
Preliminary Title Report Review							14								14		2,310.00
Research and Base Mapping							16								16		2,640.00
Legal Description and Plat for ROW							23								23		3,795.00
Design Review Field Meeting	2	4	2											2	10	1,480.00	3,074.00
Subtotal	**2**	**4**	**2**			**12**	**53**	**24**						**2**	**99**	**1,480.00**	**19,763.00**
D. ENVIRONMENTAL TECHNICAL STUDIES																	
Task 1. Project Initiation/Description									1	5					6		1,035.00
Task 2. Applicant Prepared Technical															0		-
Geotechnical Investigation (LOR)		3													3	27,186.50	27,681.50
Cultural and Paleontological															0	12,567.50	12,567.50
Air Quality /GHG Impact Analysis(Urban)															0	8,470.00	8,470.00
Construction Noise Assessment(Urban)															0	5,940.00	5,940.00
Biological Resources Evaluation													56		56		7,840.00
Task 3. Prepare Draft IS/MND, or									10	36		8			54		8,968.00
Prepare Draft IS/MND, or MND,MMRP									2	12	32				46		6,112.00
Prepare Public Draft IS/MND, or									2	10	14				26		3,694.00
Task 4. Prepare Responses to Comments									1	2					3		540.00
Task 5. Meeting and Coordination									8		12				20		3,072.00
Subtotal		**3**							**24**	**65**	**58**	**8**	**56**		**214**	**54,164.00**	**85,920.00**
E. FINAL ENGINEERING																	
PS&E																	
60% Submittal Documents																	
Street Improvement Plan	2	10	38	18	18										86		12,370.00
Channel Improvement Plan	2	8	48	22	22										102	14,100.00	28,670.00
Water Improvement Plan		4	18	12	12										46		6,390.00
Traffic Signal Modification Plan(TES)															0	920.00	920.00
Cost Estimate		2	2	4											8	265.00	1,405.00
Specifications		4	8												12	425.00	2,325.00
90% Submittal Documents																	
Street Improvement Plan	1	4	26	8	8										47		6,860.00
Channel Improvement Plan	1	5	20	12	12										50	7,050.00	14,125.00
Water Improvement Plan		2	9	6	6										23		3,195.00
Traffic Signal Modification Plan															0	550.00	550.00
Cost Estimate		1		4											5	265.00	930.00
Specifications		4	8												12	370.00	2,270.00
100% Submittal Documents																	
Street Improvement Plan		2	8	6											16		2,320.00
Channel Improvement Plan		2	7	4	4										17	2,350.00	4,745.00
Water Improvement Plan		1	4	4											9		1,285.00
Traffic Signal Modification Plan															0	370.00	370.00
Cost Estimate		2		4											6	132.50	962.50
Specifications		4	8												12	132.50	2,032.50
Subtotal	**6**	**55**	**204**	**104**	**82**										**451**	**26,930.00**	**91,725.00**
I. Bid Phase Support(CASC andTES)																	
RFI's-CASC		2	6												8		1,260.00
RFI's-TES															0	690.00	690.00
RFI-Rich Herman Structural															0	850.00	850.00
Subtotal		**2**	**6**												**8**	**1,540.00**	**2,800.00**
J. Construction Phase Support(CASC and TES)																	
RFI's-CASC		5	10												15		2,375.00
Submittals CASC		5	10												15		2,375.00
RFI's-TES															0	370.00	370.00
RFI's-Submittals Herman Structural															0	850.00	850.00
Subtotal		**10**	**20**												**30**	**1,220.00**	**5,970.00**
Record Drawings																	
CASC		1			8										9		1,125.00
TES															0	475.00	475.00
Rich Herman Structural															0	840.00	840.00
Subtotal		**1**			**8**										**9**	**1,315.00**	**2,440.00**
K. Expenses																	
Expenses															0	2,000.00	2,000.00
Subtotal																**2,000.00**	**2,000.00**
TOTAL	***15***	***103***	***271***	***104***	***114***	***12***	***71***	***24***	***25***	***65***	***58***	***8***	***56***	***18***	***944***	***90,134***	***$231,930.00***

EXHIBIT "D"
LOCATION MAP



EXHIBIT "E"
WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

CASC Engineering and Consulting, Inc.

By: _____
Richard J. Sidor, President

Date: 10/13/22

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for engineering services related to the California Street and Redlands Boulevard Intersection Widening Project dated November 1, 2022 ("Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and CASC Engineering and Consulting, Inc., a California corporation ("Consultant"), is made and entered into this 19th day of December 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically amending Article 4.2 of the Agreement to extend the date for termination of the Services to August 31, 2024;

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

AGREEMENT

Section 1. Section 4.2 of Agreement, entitled "Performance of Services" is hereby amended to read as follows:

"4.2 Consultant shall complete the Services by August 31, 2024, unless the Services are terminated earlier as provided for herein."

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of December 19, 2023.

CITY OF REDLANDS

Eddie Tejeda, Mayor

CASC Engineering and Consulting, Inc.

By: _____
Richard J. Sidor, President

ATTEST:

Jeanne Donaldson, City Clerk

City Council Meeting **I. 12.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Equipment Rental Agreement with C5 Equipment Rentals for the 5-month rental of a D8 Dozer in the amount of $90,000, and a sole source purchase order and that approval of the rental agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of CEQA Guidelines (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that approval of the rental agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

2. I further move to approve the equipment lease with C5 Equipment Rentals for the 5-month rental of a D8 Dozer in the amount of $90,000, and a sole source purchase order.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the rental agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines and approve a sole source purchase order with C5 Equipment Rentals for the provision of a 5-month rental of a D8 Dozer in the amount of $90,000.

DISCUSSION:

The City uses a D8 Dozer at the City landfill on a daily basis that plays a crucial role in daily landfill operations. It is utilized for pushing waste into active cells in preparation for proper waste placement and cover. The Dozer is essential to maintain regulatory compliance for the city facility. Unfortunately, the City's Dozer is in need of immediate repairs and will be out of service for an estimated time frame of 3 to 4 months. As a result, staff is requesting a sole source purchase order with C5 Equipment Rentals for a 5-month rental while the required repairs take place.

Pursuant to the City’s Purchasing guidelines, a purchase order was requested on November 30, 2023 for C5 Equipment Rentals in the amount of $36,840 for two months to have the equipment rental as soon as possible. Quinn Company, another equipment vendor, was contacted and provided a quote; however, per the quote the equipment would not be available for another two to three weeks. Due to the urgency of the matter, C5 Equipment Rentals was selected as the sole source vendor as they were able to provide the equipment within a week, avoiding additional weeks of non-compliance and unnecessary fines. No other vendor within a 30-mile radius has the requested heavy machinery equipment readily available.

The rental of the D8 Dozer provides an essential service that protects the public health, welfare, safety, and property of the City and provides an essential service to maintain regulatory compliance at the City's landfill. The City would like to request the sole source purchase order for the D8 Dozer rental for an additional 5 months through June 2024 in order to ensure that repairs are completed on the City-owned dozer.

ALTERNATIVES:

The City Council may choose to reject the sole source purchase order with C5 Equipment Rentals and provide alternative direction to staff.

STRATEGIC PLAN:

Supports Priority D - Sustainability.

SUBMITTED BY:

Tabitha Crocker, Facilities and Community Services Director

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

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

PREPARED BY:
Nathalie Ayala, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2023-24
Revenue Generating:	No
Appropriation Required Y/N:	N
Amount:	90,000.00
Budgeted Y/N:	Y
Account No.:	511900-6708

Discussion:

Sufficient funding for this service is included in the Solid Waste Division's budget (511900) for Fiscal Year 2023-2024 as approved by City Council.

Attachments

A. Sole Source Form

B. Sole Source Form Ctd

C. C5 Equipment Rentals 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: 1/8/24

TO: Purchasing Division

FROM: FCS Solid Waste Division

Purchase Requisition # _____

Estimated Total Cost: $ 90,000.00

Proposed Vendor: C5 Equipment Rentals

Request Term: FY 2023-24

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:

C5 Equipment Rentals is the sole source vendor with this specific equipment (D8 Dozer) available for rental at this time. The City-owned D8 dozer requires months of repair and is unusable. The dozer is essential for pushing waste into active cells in preparation for proper waste placement and cover and in order to maintain regulatory compliance at the City landfill. Pursuant to the City's Purchasing guidelines, a PO was requested on November 30, 2023 in the amount of $35,440.00 for two months in order to have the equipment as soon as possible. Although Quinn

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

☐ Yes ■ No

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

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

Louie Miranda Tricia Swope

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

C5 Equipment Rental is the sole source vendor on heavy machinery rentals readily available for use. If these services were no longer provided, it would be difficult, if not, almost impossible to maintain regulatory compliance at the City landfill as it would not be possible to push waste into active cells in preparation for proper waste placement and cover, something that is done on a daily basis. Without these services, the City would have to wait months without this necessary equipment while the current City-owned D8 dozer is repaired. This could be detrimental to the City landfill as it would not be possible to provide a daily essential service and it would also not be able to maintain regulatory compliance. This can also amount to tremendous non-compliance fees and costs, which is something that can be completely avoided.

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

Nathalie Ayala Digitally signed by Nathalie Ayala
Date: 2023.11.30 13:14:07 -08'00'

Prepared by Date

Tabitha Crocker Digitally signed by Tabitha Crocker
Date: 2023.12.04 11:45:25 -08'00'

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

2. C5 Equipment Rentals is the sole source vendor with this specific equipment (D8 Dozer) available for rental at this time. The City-owned D8 dozer requires months of repair and is unusable. The dozer is essential for pushing waste into active cells in preparation for proper waste placement and cover and in order to maintain regulatory compliance at the City landfill. Pursuant to the City's Purchasing guidelines, a PO was requested on November 30, 2023 in the amount of $35,440.00 for two months in order to have the equipment as soon as possible. Although Quinn Company also provided a quote, they were not able to provide the equipment for another two to three weeks, whereas C5 Equipment Rentals was able to have it in less than a week. Each day without the dozer is another day out of compliance per the City Landfill operating permit. This non-compliance for consecutive days can lead to notices of violation from San Bernardino County, which can lead to unnecessary excessive fines and costs.

5. C5 Equipment Rental is the sole source vendor on heavy machinery rentals readily available for use. If these services were no longer provided, it would be difficult, if not, almost impossible to maintain regulatory compliance at the City landfill as it would not be possible to push waste into active cells in preparation for proper waste placement and cover, something that is done on a daily basis. Without these services, the City would have to wait months without this necessary equipment while the current City-owned D8 dozer is repaired. This could be detrimental to the City landfill as it would not be possible to provide a daily essential service and it would also not be able to maintain regulatory compliance. This can also amount to tremendous non-compliance fees and costs, which is something that can be completely avoided.

21921 Alessandro Blvd
Moreno Valley, CA 92553
PH. 951-257-3687 **FAX 951-656-1816**

BARE EQUIPMENT RENTAL AGREEMENT- Please email signed copy to Dispatch@C5rentals.com

Customer :	CITY OF REDLANDS C5-82 D8T	Phone: EXT	909-201-9477
		Contact: LOUIE	
EQUIPMENT	CAT D8T DOZER UNIT # C5-82	PO/ JOB: TBD	
RATE	D- $1,476.66/ W-$5,906.66/ M-$17,720		
MOVE COST	MOVE IN $700 MOVE OUT $700		
START DATE	12/5/23	7 AM	
LOCATION	1950 NEVADA ST REDLANDS CA 92373		

SPECIAL PROVISIONS

ORDERED BY LOUIE

Damage Clause: Customer (hereinafter called LESSEE) is responsible for all damage to tracks caused by debris or other job site conditions such as Vandalism, Rock, Rebar, Pipe, Steel, Concrete, etc. If at any time our equipment is stolen or damaged mechanically on the jobsite, you agree to pay all costs to repair or replace damaged or stolen equipment. If equipment is returned excessively dirty there may be a cleaning fee. This does not include normal wear and tear under normal usage.

TERMS AND CONDITIONS: Lessee agrees to rent above referenced equipment at the stated rate, including all transportation charges. Lessor shall not be responsible for any DOWNTIME, loss of time, damage, or injury, to Lessee or any other party caused by, resulting from, or in any way connected with the use or, failure of, including oil spills caused by machine or hose failures, or any defect on the Lessor's equipment regardless of cause. In no event, shall the Lessor be responsible for special or consequential damage whatsoever or whosoever caused. Lessee will be responsible for normal servicing and maintenance. Lessee is responsible for any abuse due to lack of any lubricant DEF, COOLANT, and OIL or DIRTY FILTERS. Lessee-+ is responsible for any repairs resulting from lack of these fluids. Fuel charges will apply for any machine returned with less than a full tank of fuel. Charges may apply to other fluids as well. Lessee will be responsible for damage to TAILGATES, STEP LADDERS, WINDOWS, MIRRORS, POINTS, TEETH, TIRES, CUTTING EDGES and or ground engaging tools: above and beyond normal wear. In the event said customer fails to pay for the above equipment or labor, said customer agrees to pay attorney fees, court costs and interest of 2% per month (18% APR) for collection. The terms and conditions herein set forth are agreed by Lessee and Lessor, and the Lessee acknowledges that he or she has fully read and agrees to all these terms and conditions which supersede any purchase order or other writing. This agreement must be signed by an owner or authorized officer of Lessee.

LESSEE OR AGENT

Eddie Tejeda, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

LESSOR

C5 Equipment Rentals LLC

C5 EQUIPMENT RENTALS. MASTER RENTAL AGREEMENT

For the purpose of this Agreement, "C5 Equipment Rentals" shall mean C5 Equipment Rentals, LLC., its owners, officers, directors, shareholders, & employees, & "Customer" shall mean Customer, its Subsidiaries or Affiliated Companies, agents and/or employees. In consideration of hiring of rental equipment (the "equipment") from C5 Equipment Rentals, Customer agrees as follows:

1. Master Rental Agreement.
Customer & C5 Equipment Rentals hereby agree that, unless expressly altered by the terms of any subsequent Rental Agreement, all the terms & conditions of this Agreement shall be incorporated as if set forth in full in each Rental Agreement entered into between Customer & C5 Equipment Rentals. By accepting & using any piece of C5 Equipment Rentals equipment, Customer acknowledges that he is bound by the terms of this Agreement. This Agreement shall automatically renew on each anniversary date unless either party elects, by giving written notice to the other party, not to renew the Agreement.

2. Indemnity/Hold Harmless.
Customer shall take all necessary precautions regarding the equipment, & protect all persons & property from injury or damage. Customer agrees to indemnify & hold harmless C5 Equipment Rentals from & against any & all liability, claims, judgments, attorneys' fees & costs, of every kind & nature, including, but not limited, to injuries or death to persons & damage to property, arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the equipment, however caused, except claims or litigation arising through the sole negligence or willful misconduct of C5 Equipment Rentals.

3. Assumption of Risk/Release-Discharge of Liability.
Customer is aware & acknowledges there is risk of injury or damage arising out of the use or operation of the equipment & hereby elects to voluntarily enter into this Agreement & assume all of the risks of injury or damage. From the time the equipment leaves C5 Equipment Rentals until the equipment is returned to & accepted by C5 Equipment Rentals during normal business hours, Customer assumes all risk of loss & all losses, including, without limitation, losses incurred while the equipment is in transit, is at any location, is in storage or is on Customer's premises. Customer agrees to release & discharge C5 Equipment Rentals from any & all responsibility or liability for any injury or damage arising out of the use or operation of the equipment; & Customer further agrees to waive, release & discharge any & all claims against C5 Equipment Rentals for injury or damage which Customer otherwise may be entitled to assert.

4. Operators.
No operators are furnished with any equipment rentals.

5. Receipt/Inspection of Equipment.
Customer hires the equipment on an "as is" basis. Customer agrees that he will personally inspect the equipment prior to possession. Customer agrees that acceptance of the equipment shall be deemed acknowledgement of receipt of all items listed in the Rental Agreement, that the equipment is in good working order & repair, suitable for Customer's needs, & that Customer understands (without further instructions) its proper operation & use.

6. Possession/Title.
Customer's right to possession of the equipment begins upon equipment leaving C5 Equipment Rentals & terminates on the agreed Return Date indicated on the front of the Rental Agreement. Retention or possession after the agreed Return Date constitutes a material breach of this Agreement. Time is of the essence. Any extension of the Rental Agreement must be agreed upon in writing. Title to the equipment is & shall remain in C5 Equipment Rentals. If the equipment is not returned and/or is levied upon for any reason whatsoever, C5 Equipment Rentals may retake said equipment without further notice or legal process & use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend & hold C5 Equipment Rentals harmless from any & all claims & costs arising from such retaking and/or levy. If equipment is levied upon, Customer shall notify C5 Equipment Rentals immediately.

7. Rental Period/Rate/Payment.
Rental period is for 24 hours unless a longer term is specified in the Rental Agreement. Rental rates are based upon single shift usage (8 hours per day, 40 hours per week, 160 hours per month). If Customer makes greater use of the equipment, it is agreed that the additional usage will be charged. Rental charges begin immediately upon equipment leaving C5 Equipment Rentals. Rental charges end upon return of equipment to C5 Equipment Rentals in an acceptable condition; rental charges shall continue until damaged equipment is repaired. No allowance will be made for Saturdays, Sundays, Holidays, or time in transit, nor for any period of time equipment may not be in actual use while in Customer's possession. Customer is responsible for rental charges if the Equipment is lost, damaged or destroyed prior to return to C5 Equipment Rentals's equipment yard, until the date the replacement cost is recovered by C5 Equipment Rentals from Customer or Customer's insurance carrier. If the equipment is returned prior to the end of the 24 hour minimum rental period, the rental due shall be for the entire minimum rental period. Open accounts are due net 30 days from invoice date. Customer agrees to pay a monthly service charge of 2% or the maximum permitted by law on past due accounts. Customer agrees to pay C5 Equipment Rentals a fee for environmental compliance.

8. Compliance With Laws/Use of Equipment.
Customer agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer shall at his sole expense comply with all municipal, county, state & federal laws, ordinances & regulations, which may apply to the use of the equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the equipment, including any subsequently determined to be due. Customer shall not allow any person to operate or use the equipment who is not qualified, or who has not received & understood safety & operating instructions, or who does not utilize all safety equipment. Customer shall not allow any person to: use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the equipment; permit any repairs to the equipment without C5 Equipment Rentals's prior written permission; or allow a lien to be placed upon the equipment. Customer agrees to check filters, oil, fluid levels, air pressure, clean & visually inspect the equipment at least daily & to immediately discontinue use & notify C5 Equipment Rentals when equipment is found to need repair or maintenance or is not properly functioning. Customer acknowledges that C5 Equipment Rentals has no responsibility to inspect the equipment while in Customer's possession.

9. Idling Limits.
Under Title 13, Cal Code of Regulations, §2449, effective June 15, 2008, in-use off-road diesel vehicles are not permitted to idle for more than 5 consecutive minutes. LESSEE is responsible for compliance with the idling regulations & may be subject to fines imposed by the Air Resources Board for violations of the regulations. By executing this Agreement, LESSEE acknowledges that LESSEE understands the idling regulations & is responsible for ensuring its operators comply with the regulations.

10. Edges & Points.
Customer is required to replace points & cutting edges before damage is done to the equipment, or to notify C5 Equipment Rentals that points & cutting edges need replacement before any damage is done.

11. Track Type Equipment.
Track type equipment is not to be used in ROCK or WATER.

12A. Servicing
The renter is responsible for servicing rental equipment according to the manufacturer's service recommendations. Daily lubrication of grease zirks, daily checks of oil & coolant levels, oil & filter changes, checks for leaks & inspection of the machine for abnormal conditions are required.

12B. 250 + Hour Servicing
The customer will be charged should a machine be returned to our yard, or discovered in the field to have 250+ hours from the last time the machine was serviced. 250+ hours calculated from the time the customer received the machine or the last time the machine was serviced which ever is less.
Charges are as follows: For machines returned to the yard there will be a flat charge for the 250 hour service, & a prorated per hour charge for all hours over 250. For machines in the field there will be a flat charge for the 250 hour service, & a prorated per hour charge for all hours over 250, including .75 cents per mile each way, & $55 per hour travel time for each man needed to perform the in field service.

12C. Contract Servicing
For a specified charge, based on the particular machine & distance from the yard, C5 Equipment Rentals LLC will contract with renter to perform the required 250 hour monthly machine service. Ask the equipment dispatcher for service rates.

13. Return of Equipment.
Customer agrees to return the equipment to C5 Equipment Rentals by the agreed Return Date in as good condition as when received, ordinary wear & tear excepted. Customer shall be responsible for all damage not caused from ordinary wear & tear. "Ordinary wear & tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable & proper use. Damage which is not "ordinary wear & tear" includes, but is not limited to: damage due to overturning, overloading or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning, dirtying of equipment by paint, mud, plaster, concrete, rosin or any other material. Customer shall be liable for all damages to or loss to the equipment & liability incurred prior to equipment's return to C5 Equipment Rentals. Customer shall be responsible for all costs incurred by C5 Equipment Rentals recovering & returning damaged equipment to C5 Equipment Rentals's premises.

14. Delivery/Pick Up.
If equipment is to be picked up by C5 Equipment Rentals, Customer agrees to provide a secure storage location & Customer accepts all risk including damage to & liability relative to equipment until the equipment is picked up by C5 Equipment Rentals. If Customer requests C5 Equipment Rentals to deliver or pick up the equipment, Customer agrees that C5 Equipment Rentals will not be responsible for any damage to the pick up/delivery site, or for any mud or dirt tracked out from the site.

15. Disclaimer of Warranties.
C5 Equipment Rentals makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the equipment is fit for Customer's particular intended use, or that it is free of latent defects. C5 Equipment Rentals shall not be responsible to Customer or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation, use, or any failure of the equipment. C5 Equipment Rentals shall not be responsible for any defect or failure unknown to C5 Equipment Rentals. Customer's sole remedy for any failure of or defect in the equipment shall be termination of the rental charges at the time of failure provided that Customer notifies C5 Equipment Rentals immediately of such failure & returns the equipment to C5 Equipment Rentals within 24 hours of such failure.

16. Insurance.
The Customer shall at its own expense & at all times during the term of the Rental Agreement maintain in force: (a) Liability Insurance Policies for injury/damage to third parties, which shall include liability limits written on a combined single limit basis of not less than $2,000,000 per occurrence; (b) if the equipment rental includes motor vehicles, a Business Automobile Liability Insurance Policy, which must include coverage for the non-owned motor vehicles; (c) Property Insurance/-Physical Damage Insurance in an amount adequate to cover any damage to, or loss of, the equipment; & (d) Worker's compensation/employer's liability insurance with no less than the statutory minimum limits. All insurance must have the usual exclusions deleted, including the Boom Exclusion, the Overload Exclusion & the Waterborne Exclusion. Customer must provide a Certificate of Insurance naming C5 Equipment Rentals as Additional Insured & Loss Payee with respect to the coverages described above. Such certificate(s) shall be endorsed to provide that the insurance policies may not be cancelled or materially modified except on 30 days prior written notice to C5 Equipment Rentals. Customer acknowledges that it is responsible for any losses not paid for by insurance.

17. Accident Reporting.
Customer shall notify C5 Equipment Rentalswithin 24 hours of any accident or occurrence involving the Equipment in which a person or property is, or is claimed to be, injured or damaged.

18. Purchase Orders.
The use of Customer's purchase order number on the Rental Agreement is for Customer's convenience & identification only.

19. Subletting/Location of Equipment.
Customer agrees not to sublet, loan or assign the equipment. Customer shall not move the equipment from the location at which Customer represented it was to be used.

20. Default.
Time if of the essence of this Agreement. The occurrence of any of the following events shall constitute a default of this Agreement by Customer: (a) any failure by Customer to pay on or before the date due the full amount of any payment, taxes, insurance premium or other obligation of this Agreement; (b) any failure by Customer to perform any other of Customer's obligations under this Agreement; (c) any attempt by Customer to remove, sell, transfer, sublease, assign, encumber, or otherwise transfer, dispose of, or part with possession of the Equipment without C5 Equipment Rentals's prior written consent; (d) the making of any false or misleading statements by Customer to C5 Equipment Rentalsin connection with this Agreement; (e) the dishonoring of any check, note or other instrument given for any payment under the terms of this Agreement, when presented for payment; (f) Customer becoming insolvent or becoming the subject of a petition in bankruptcy, either voluntarily or involuntarily, or Customer making an assignment for the benefit of creditors, or being named or subjected to a suit for the appointment of a receiver; (g) any seizure or levy upon the Equipment leased under this Agreement by reason of any legal process directed against Customer; (h) a reasonable determination by C5 Equipment Rentals that the Equipment is in danger of misuse, confiscation, damage or destruction; or (i) operation of the Equipment in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

21. Remedies.
In the event of default by Customer, C5 Equipment Rentals shall have all the rights & remedies permitted by law & in equity. Customer acknowledges & agrees that C5 Equipment Rentals shall be entitled to exercise any & all available rights & remedies in any combination or sequence not expressly prohibited by law, including but not limited to (a) sue for & recover all lease payments & other payments, then accrued or thereafter accruing; (b) request Customer to assemble any or all of the Equipment to make the same available to C5 Equipment Rentals at a reasonable time & place designed by C5 Equipment Rentals & to put C5 Equipment Rentals in possession thereof; (c) terminate this Agreement as to any or all of the Equipment, but such termination shall not release Customer from the liabilities & obligations arising from the default; (d) take possession of the Equipment, without demand or notice, wherever located, without any court order or other process of law; (e) sell or otherwise dispose of any or all of the Equipment, whether or not in possession, with or without notice to Customer, at private or public sale, or re-lease any or all of the Equipment on such terms & conditions as C5 Equipment Rentals deems appropriate; & (f) utilize any & all other remedies available at law or in equity. In the event that C5 Equipment Rentals re-leases, sells or otherwise disposes of the Equipment, Customer shall receive a credit against amounts due to C5 Equipment Rentals under this Agreement equal to the net proceeds of such action (but not exceeding the amounts due to C5 Equipment Rentals), after deducting all costs or such re-lease & sale, & Customer shall continue to remain liable for any remaining amounts due to C5 Equipment Rentals after application of the proceeds. If for any reason it becomes necessary for C5 Equipment Rentals to retake possession of the Equipment, Customer authorizes C5 Equipment Rentals to retake the Equipment & agrees that C5 Equipment Rentals shall not be liable for any claims for damage or trespass arising out of the removal of the Equipment. No failure by C5 Equipment Rentals to exercise any right or power accruing upon any event of default or breach of this Agreement shall impair any such right or power, or shall be construed to be a waiver of any such event of default or breach, or acquiescence thereto.

22. Legal Fees.
In any legal action or proceeding to enforce this Agreement or the Rental Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees & all other costs incurred in such action or proceeding Venue for all court proceedings shall be in one of the counties or division of any court in the county of Orange or Riverside California. This Agreement & the rights & duties of the parties arising out of this Agreement shall be governed by & construed in accordance with the laws of the State of California.

23. Performance By C5 Equipment Rentals of Customer's Obligations.
In the event that Customer fails to comply with any provision of this Agreement including but not limited to the obligation to maintain insurance, C5 Equipment Rentals shall have the right, but shall not be obligated, to effect such compliance on Customer's behalf upon five day's prior written notice to Customer. In such event, Customer shall reimburse C5 Equipment Rentals for the costs thereof within ten days after written notice from C5 Equipment Rentals requesting reimbursement. In the event that Customer fails to make reimbursement to C5 Equipment Rentals within ten days, interest shall accrue on the amounts due at the rate of 2% per month from the date of payment by C5 Equipment Rentals until paid in full by Customer.

24. Survival of Obligations.
Any obligations specified in this Agreement which by necessary implication extend beyond the termination of this Agreement, shall survive termination of this Agreement.

25. Severability.
If any provision of this Agreement is found to be for any reason unenforceable, such provision shall be deemed severable from, & shall in no way affect the validity or enforceability of, the remaining provisions of the Agreement. 26. Authority of Customer. The individual signing this Agreement on behalf of Customer warrants that he is the authorized representative of the Customer with authority to bind the Customer. 27. Facsimile & Electronic Copies.
Customer & C5 Equipment Rentals agree that signed copies of this Agreement transmitted electronically or by facsimile shall be deemed originals. Customer hereby agrees to the foregoing rental terms.

Customer Must sign the front of this document to agree to this contract!

VE SIGNS • 951-789-0843 • C5 Rents - 2015-09-17

City Council Meeting **I. 13.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Professional Services Agreement with Community Works Design Group for the design of the City's Sylvan Park BMX Pump Track project for an amount not to exceed $99,279, approve an additional appropriation in the amount of $99,279, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15301 of the State's Guidelines Implementing the California Environmental Quality Act(Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council find that approval of a Professional Services Agreement with Community Works Design Group for the design of the City's Sylvan Park BMX Pump Track project is exempt from environmental review pursuant to Section 15301 of the State's Guidelines Implementing the California Environmental Quality Act; and
2. I move that the City Council approve an additional appropriation in the amount of $99,279 from the General Fund Public Benefit Parks and Recreation set aside; and
3. I move that the City Council approve the Professional Services Agreement with Community Works Design Group for the design of the City's Sylvan Park BMX Pump Track project for an amount not to exceed $99,279.

RECOMMENDATION:

On March 9, 2023, the Parks and Recreation Advisory Commission unanimously recommended that the City Council direct staff to issue a request for proposal for the design of a BMX pump track and appropriate the necessary funding to pay for the design from the Palmetto Grove Unappropriated Parks funds. On June 6, 2023, City Council further directed staff to solicit proposals for the design of a BMX pump track at Sylvan Park.

Staff recommends that the City Council approve an additional appropriation of $99,279 and determine that approval of the agreement is exempt from environmental review pursuant to Section 15301 of the State's Guidelines Implementing the California Environmental Quality Act.

DISCUSSION:

Over the past several years, the Parks and Recreation Commission reviewed and considered many potential projects. As a result, a project priority list was created. The Commission determined that the addition of a BMX pump track at Sylvan Park, adjacent to the skate park, was their top priority project. On March 9, 2023, the Commission voted to recommend proceeding with design and allocating funds from the Nevada Palmetto Grove fund to fund the project. The recommendation was considered by City Council and on June 6, 2023, Council directed staff to solicit proposals for the design of a BMX Pump track at Sylvan Park.

The BMX pump track will complement the skate park and provide an additional amenity to the park and the City, utilizing an underdeveloped portion of Sylvan Park just east of the current skate park. A pump track is a circuit of rollers, banked turns, and features designed for "pumping," i.e. generating momentum by up and down body movements, instead of pedaling or pushing. Pump tracks were originally designed for the mountain bike and BMX scene but can also accommodate skate boards, scooters, and other equipment. Pump tracks are relatively simple to use and cheap to construct, and cater to a wide variety of rider skill levels.

Under the direction of City Council, in August 2023, staff advertised a Request for Proposals for the development of drawings and specifications for the Sylvan Park BMX pump track and two responsive proposals were received. A selection committee reviewed and ranked each organization in accordance with the City's procurement policy. Based on these evaluations, Community Works Design Group, was selected as the most highly qualified firm, due to the demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services required. Attached to this report is a Professional Services Agreement with Community Works Design Group to perform design services for the City's Sylvan Park BMX Pump Track project for an amount not to exceed $99,279.

ALTERNATIVES:

City Council may elect not to approve the agreement and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life

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

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	2023-2024
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	N
Account No.:	101303

Discussion:

The remaining available funds within the un-appropriated Nevada Palmetto Grove proceeds fund is $552,741.00

Attachments

A. Professional Services Agreement - Community Works Design Group
B. Additional Appropriation Form

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

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

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

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

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 Consultant shall complete the Services by August 9, 2024, unless the Services are terminated earlier as provided for herein.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City

Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall not exceed the amount of Ninety-Nine Thousand Two Hundred Seventy-Nine dollars ($99,279). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled ("Fee Schedule") which is attached hereto and incorporated herein by reference.

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

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

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

CONSULTANT:

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

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Services will include, but are not limited to:

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

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

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

EXHIBIT "B"
FEE SCHEDULE

SYLVAN PARK PUMP TRACK - SCOPE AND FEE BREAKDOWN

CITY OF REDLANDS - COMMUNITY WORKS DESIGN GROUP

UPDATED SEPTEMBER 22, 2023

			COMMUNITY WORKS DESIGN GROUP (CWDG)				AMERICAN RAMP COMPANY			ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA (ERSC)				DESIGN WEST ENGINEERING			Reimbursable Expenses
			LANDSCAPE ARCHITECTURE (PRIME)				PUMP TRACK DESIGN EXPERTS			SURVEY/ CIVIL ENGINEERING				ELECTRICAL			
			Principal Landscape Arch.	Senior Landscape Architect	Project Manager	Landscape Designer	Design Manager	Lead Bike Park Designer	Design Engineer	Senior Engineer	Associate Engineer	Survey Crew	Office Assistant	Senior Electrical Engineer	Associate Engineer	Project Manager	
Task	Description		$215	$175	$160	$130	$210	$180	$210	$225	$195	$310	$85	$225	$195	$175	
1	**ADMINISTRATION / UTILITY COORDINATION/ SITE ANALYSIS**	**$18,410.00**	$4,980.00				$6,555.00			$6,875.00				$0.00			$250
1.1	Ongoing City/ Team Coordination, Meetings, Site Visits as needed		Yes				Yes			Yes							
1.1.1	Participate in kick-off meeting		Yes				Yes			Yes							
1.1.2	Participate in virtual team coordination meeting at each major plan milestone level		Yes				Yes			Yes							
1.2	Utility Coordination/ Records research						Yes			Yes							
1.3	Prepare Topographic Survey						Yes			Yes							
1.4	Develop Project Schedule		Yes				Yes			Yes							
2	**DESIGN DEVELOPMENT**	**$15,275.00**	$4,370.00				$10,905.00			$0.00				$0.00			$250
2.1	Ongoing City/ Team Coordination		Yes														
2.2	Develop Conceptual Plan with Cost Estimate		Yes				As Needed			As Needed							
2.3	Prepare presentation materials for City as required		Yes														
3	**CONSTRUCTION DOCUMENTS / COST ESTIMATES / SPECIFICATIONS , 60%, 90% & 100% CD's)**	**$64,344.00**	$7,905.00				$34,845.00			$9,335.00				$12,259.00			$750
3.1	Update conceptual plan to reflect survey		Yes				Review design for compliance			Review design for compliance							
3.2	Prepare initial conceptual grading plan, conveying general design intent		Yes				Yes			Yes							
3.3	Prepare 60% Construction Drawings		Yes				Yes			Yes				Yes			
3.3.1	Demolition/ Protection Plan		Provide input to civil				Yes			Yes				Yes			
3.3.2	Grading and Drainage Plans						Yes			Yes							
3.3.3	Construction Plans and Details		Yes				Cross ref's to LC-sheets only			Cross ref's to LC sheets only							
3.3.4	Irrigation Plans, Details, Calculations, Schedules		Yes														
3.3.5	Planting Plans, Details, Calculations, Schedules		Yes														
3.4	Prepare 60% Cost Estimates		Yes				Yes			Yes				Yes			
3.5	Provide written response to City/ Agency Comments relating to 60% Construction Dwgs Review		Yes				Yes			Yes				Yes			
3.6	Prepare 90% Construction Drawings		Yes				Yes			Yes				Yes			
3.7	Prepare 90% Estimates		Yes				Yes			Yes				Yes			
3.8	Prepare 90% Specifications		Yes				Yes			Yes				Yes			
3.9	Provide written response to City/ Agency Comments relating to 85% CD's		Yes				Yes			Yes				Yes			
3.10	Prepare 100% Construction Drawings		Yes				Yes			Yes				Yes			
3.11	Prepare 100% Estimates		Yes				Yes			Yes				Yes			
3.12	Prepare 100% Specifications		Yes				Yes			Yes				Yes			
3.13	Provide written response to City/ Agency Comments relating to 100% CD's		Yes				Yes			Yes				Yes			
	SUBTOTAL FEES (CWDG ONLY)	**$98,029.00**	$17,255.00				$52,305.00			$16,210.00				$12,259.00			
	Reimbursables	$1,250.00															
	GRAND TOTAL	**$99,279.00**															

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

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

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

COMMUNITY WORKS DESIGN GROUP, LLC

By:_____ Date: _____
Scott Rice, President

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 1/16/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: FCS

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Parks - FCS	101303	7901		$ 99,279.00
				$ $ 99,279.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Parks - Public Benefit	101303	3208		$ 99,279.00
				$ $ 99,279.00

JUSTIFICATION: Use of appropriated Palmetto Grove proceed funds for design of a BMX pump track at Sylvan Park by Community Works. Expenditure increase is offset by a release of reserve from the General Fund Public Benefit Parks & Recreation set aside.

Requested By: Tabitha Crocker
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **I. 14.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Facility Use Agreement with Civil Air Patrol, Redlands Cadet Squadron 411 at the Redlands Municipal Airport for a period of 5 years (Facilities and Community Services Director Crocker)

MOTION(S):

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

I move to approve the Facility Use Agreement with Civil Air Patrol, Redlands Cadet Squadron 411 at the Redlands Municipal Airport for a period of 5 years.

RECOMMENDATION:

Staff recommends that City Council approve the Facility Use Agreement with Civil Air Patrol, Redlands Cadet Squadron 411 for use of the Redlands Municipal Airport.

DISCUSSION:

The Civil Air Patrol (CAP) requesting the use of the City's hangar lobby at the Redlands Municipal Airport (REI) for a squadron programming class for the youth. CAP is a congressionally chartered, federally supported, non-profit corporation that serves as the official civilian auxiliary of the United States Air Force (USAF). CAP is a volunteer organization with an aviation-minded membership that includes people from all backgrounds, lifestyles, and occupations.

The requested use at the Redlands Municipal Airport will involve the City Hangar Lobby for one class each week, specifically designated for Thursday evenings from 6:30 p.m. to 9:00 p.m. with occasional weekend use for a term of five years. The use of the Hangar Lobby is not exclusive and will remain open to

other users during CAP activities. The attached Facility Use Agreement between the City and CAP is a no-cost agreement where the organization provides volunteer support to REI projects, facilities, and events and, in turn, is permitted to utilize space for meetings and activities. The agreement will allow for Civil Air Patrol, Redlands Squadron 411 to base a squadron of cadets in Redlands and in turn make the program available to Redlands youth, enhancing opportunities for aviation education and involvement. This agreement is an opportunity to showcase the City's airport assets to the next generation of potential pilots and aviation enthusiasts.

Civil Air Patrol (CAP) carries out three vital congressional missions: emergency services encompassing air and ground search and rescue, as well as disaster relief; aerospace education for both youth and the general public; and cadet programs designed for teenagers. Through these missions, the Civic Air Patrol program offers a multitude of benefits that are instrumental in serving the City of Redlands, such as:

- Youth Development: By encouraging and nurturing an interest in aviation among our youth, this program not only provides valuable skills but also fosters a passion for aviation, potentially inspiring future leaders in the field.
- Community Engagement: Active involvement with the Civic Air Patrol cultivates a profound sense of service within our community, extending goodwill to both our residents and the entire City of Redlands. The program acts as a bridge, connecting our residents with the City of Redlands Airport, promoting increased participation and comprehension, and ultimately fostering a harmonious relationship between the airport and the local community.
- Emergency Assistance: The Civic Air Patrol stands ready as a valuable resource in times of emergency, bolstering the city's response and rescue capabilities.

While sponsored by the USAF, CAP is not a reserve component of the Air Force or the federal government. Membership includes cadets aged 12 to 20 and senior members aged 18 and up. These two groups engage in various activities, with the Cadet program following a structured syllabus based on United States Air Force ranks and pay grades, while senior members serve as instructors, supervisors, and operators. Similar programs and use agreements are also available in Riverside, Hemet, Ontario, Upland, and Fullerton.

ALTERNATIVES:

City Council may choose not to approve the Facility Use Agreement and direct staff accordingly.

STRATEGIC PLAN:

Supports Priority A - Quality of Life

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

PREPARED BY:
Donald Craw, Sr. Manager, FCS

Fiscal Impact

Fiscal Year:	FY 2023-24
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	N

Discussion:
There is no cost or fiscal impact associated with this agreement.

Attachments

Agreement
Certificate of Insurance

CITY OF REDLANDS
FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") dated the 6th day of February, 2024, (“Effective Date”), by and between the City of Redlands, a municipal corporation ("City"), and Civil Air Patrol, ("CAP") a District of Columbia nonprofit corporation (for the benefit of the Redlands Cadet Squadron 411). City and CAP are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

ARTICLE 1. PREMISES

Section 1.01. City agrees to permit CAP to use the City hangar lobby at the Redlands Municipal Airport (REI), Redlands, California (the “Premises”) on the terms and conditions hereinafter set forth.

ARTICLE 2. TERM

Section 2.01. This Agreement shall be for a term of five (5) years commencing on its Effective Date, unless earlier terminated as provided for herein.

Section 2.02. Either Party may terminate this Agreement, without cause, by providing thirty (30) days prior written notice to the other Party specifying the date for termination of this Agreement.

ARTICLE 3. RENT

Section 3.01. Except as provided in Section 4.02, below, upon execution of this Agreement, City will waive the use fee for CAP’s use of the Premises during the term of this Agreement. CAP shall assume full responsibility for its personal property used at the Premises, and shall hold City harmless for any theft, damage, and other incidents relating to CAP’s personal property, unless due to the negligence of the City.

Section 3.02. CAP shall support the operation of REI by performing volunteer services and activities to better the premises, support events, and activities at REI, and promote aviation activities at REI for young residents of Redlands.

ARTICLE 4. USE OF PREMISES

Section 4.01. Scope of Use. The Premises shall be used for the exclusive purpose of operating Cadet programs and training and providing an opportunity for youths to explore aviation. CAP shall not use or permit the Premises to be used for any other purpose without the prior written consent of City. CAP will submit a quarterly proposed schedule for review and approval by the Airport Supervisor.

Section 4.02. Operation of Business. During the term of this Agreement, CAP shall, unless prevented by conditions beyond its control, conduct business of the type and nature specified in Section 4.01 of this Agreement on the Premises in a safe and business-like manner. The Premises shall be used only for the time and dates approved for CAP by the Airport Supervisor and shall not exceed 260 hours annually. CAP shall assume full responsibility for its personal property used at the Premises and shall hold City harmless for any theft or damage relating to CAP's personal property.

Section 4.03. Volunteers. As part of the facilities agreement, CAP will provide volunteers to perform administrative and field service activities at REI.

Section 4.04. User Responsibility. CAP shall be solely responsible for any set up and cleaning associated with its use of the Premises and shall maintain the Premises in a clean and litter free manner.

Section 4.05. Insurance Hazards. CAP shall not commit, or permit the commission of, any acts on the Premises, or use or permit the use of the Premises, in any manner that will increase the existing rates for, or cause the cancellation of, any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises. CAP shall, at its own cost and expense, maintain insurance for all personal property and improvements on the Premises.

Section 4.06. Waste or Nuisance. CAP shall not commit, or permit the commission by others, of any waste on the Premises. CAP shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Premises, and CAP shall not use or permit the use of the Premises for any unlawful purpose.

Section 4.07. Compliance with Laws. CAP shall, at CAP's sole cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state and county or municipal, relating to CAP's use and occupancy of the Premises for CAP's operation of business whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. The judgment of any court of competent jurisdiction, or the admission by CAP in a proceeding brought against CAP by any government entity that CAP has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between City and CAP and shall constitute grounds for termination of this Agreement by City.

ARTICLE 5. INDEMNITY AND INSURANCE

Section 5.01. CAP shall defend, indemnify, and hold harmless City, and its elected officials, officers, employees, and agents from and against any and all claims, causes of action, damages and liability resulting from CAP's negligent acts or omissions, and the willful misconduct of CAP, and that of CAP's agents, employees and invitees, during CAP's occupation and use of the Premises during the term of this Agreement. This section shall survive any termination or expiration of this Agreement.

Section 5.02. City shall defend, indemnify, and hold harmless CAP, and its elected officials, officers, employees, and agents from and against any and all claims, causes of action, damages and liability resulting from City's negligent acts or omissions, and the willful misconduct of City, and that of City's agents, employees and invitees, during CAP's occupation and use of the Premises during the term of this Agreement. This section shall survive any termination or expiration of this Agreement.

Section 5.03. CAP shall maintain, at its own cost for the term of this Agreement, public liability insurance in the amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, issued by an insurance company acceptable to City. CAP shall provide City with a certificate of insurance and endorsements evidencing City as an additional insured on the policy prior to CAP's use and occupancy of the Premises. Such insurance shall be primary with respect to City and non-contributory to any insurance or self-insurance maintained by City. The policy shall specify that, before amending or canceling the policy, the issuing insurance company shall give City at least thirty (30) days prior written notice. City and CAP acknowledge and agree that the insurance required of CAP is subject to annual review by City and subject to increases in the amount and scope of coverage, as reasonably determined by City.

Section 5.04. CAP shall maintain, at its own cost, 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 "A," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to use of Premises.

ARTICLE 6. TAXES AND UTILITIES

Section 6.01. City shall pay, and hold CAP free and harmless from, all charges for the furnishing of gas, water, sewer, electricity, solid waste disposal and other public utilities provided to the Premises during the term of this Agreement.

ARTICLE 7. ASSIGNMENT PROHIBITED

Section 7.01. This Agreement is personal to CAP. CAP shall not encumber, assign, sublease or otherwise transfer this Agreement, or any right or interest therein, without the prior written consent of City. Any encumbrance, assignment, sublease or transfer without such prior written consent of City shall constitute an immediate breach of this Agreement and may notwithstanding any other provision of this Agreement and at the sole discretion of City, result in the immediate termination of this Agreement.

ARTICLE 8. ATTORNEYS' FEES

Section 8.01. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

ARTICLE 9. NOTICES

Section 9.01. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a party may provide notice in accordance with this section:

CITY OF REDLANDS	CIVIL AIR PATROL
Tabitha Crocker, Director	General Counsel
P.O. Box 3005	105 South Hansell St., Building 714
Redlands, CA 92373	Maxwell AFB AL, 36112
tcrocker@cityofredlands.org	

ARTICLE 10. TERMINATION

Section 10.01. In the event of any breach of this Agreement by CAP, in addition to any other rights or remedies City may have, City shall have the option of immediately terminating this Agreement. All remedies of City under this section shall be cumulative and in addition to any other legal or equitable rights and remedies which City may have.

ARTICLE 11. ENTIRE AGREEMENT

Section 11.01. No waiver but either Party of any provision of this Agreement, or waiver of any breach of this Agreement, shall be deemed to be a waiver of any other provision of this Agreement, or of any subsequent breach by either Party of the same of any other provision of this Agreement.

Executed as of the 6th day of February 2024, at Redlands, California.

CITY OF REDLANDS	CIVIL AIR PATROL
Eddie Tejeda, Mayor City of Redlands	1st Lt Randall Layne Civil Air Patrol

ATTEST:

Jeanne Donaldson, City Clerk

EXHIBIT "A"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

CIVIL AIR PATROL Date: _____

By:_____

1st Lt Randall Layne
Civil Air Patrol

CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
AssuredPartners Aerospace 4582 S. Ulster St, #600 Denver, CO 80237	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	%	NAIC #
Civil Air Patrol General Counsel 105 South Hansell St., Building 714 Maxwell AFB AL 36112	INSURER A : Old Republic Insurance Company	50	24147
	INSURER B : Starr Indemnity & Liability Company	50	38318
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

AIRPORT & FBO LIABILITY COVERAGES **CERTIFICATE NUMBER:** 78025756 **REVISION NUMBER:**

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y / N)	SUBROGATION WAIVED? (Y / N)
A	AV 048517 21	10/1/2023	10/1/2024	N	N

COVERAGE		OPTIONS			LIMIT	APPLIES TO	LIMIT	APPLIES TO
PREMISES LIABILITY					$	BI EA PER	$	PD
	✓				$10,000,000	EA OCC		
PREMISES MEDICAL PAYMENTS					$25,000	EA PER	$	EA OCC
PRODUCTS LIABILITY		SALE OF FUEL & OIL			$	BI EA PER	$ 10,000,000	AGGR
		EXTENDED			$10,000,000	EA OCC		
COMPLETED OPERATIONS LIABILITY		EXTENDED			$	BI EA PER	$ 10,000,000	AGGR
					$10,000,000	EA OCC		
HANGARKEEPERS LEGAL LIABILITY		INCLUDING TAXI			$	EA AIRCRAFT	$ 10,000,000	EA OCC
		IN FLIGHT						
FIRE LEGAL LIABILITY					$10,000,000	ANY ONE FIRE		
PERSONAL INJURY LIABILITY					$10,000,000	EA OCC	$ 10,000,000	AGGR
ADVERTISING LIABILITY					$10,000,000	EA OCC	$ 10,000,000	AGGR
CONTRACTUAL LIABILITY	✓	INCLUDED		EXCLUDED				

COVERAGE CODE	COVERAGE DESCRIPTION	OPTIONS				LIMIT	APPLIES TO	LIMIT	APPLIES TO
	EXCESS AUTO					$3,000,000	EXCESS OF	$ 2,000,000	PRIMARY
	EXCESS EMPLOYER					$3,000,000	EXCESS OF	$ 1,000,000	PRIMARY
	IND CONTRACTORS					$10,000,000	EA OCC	$ 10,000,000	AGGREGATE
	AIRCRAFT LIABILITY					$10,000,000	EA OCC	$	
						$		$	
						$		$	

DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as additional insured but only with respects operations of the Named Insured. Certificate Holder is not covered for claims arising out of their liability as a manufacturer, seller, handler, distributor or service facility of any product or service sold, handled, distributed or provided.

CERTIFICATE HOLDER

City of Redlands Airport
1755 Sessums Dr.
Redlands CA 92374

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kerin Dodd

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City Council Meeting **I. 15.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Facility Use Agreement with the AARP Foundation for use of the Community Center and Joslyn Senior Center to provide tax assistance and a driver safety program to senior citizens and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act Guidelines (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that approval of the Facility Use Agreement with the AARP Foundation is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act, and

2. I move that the City Council approve the Facility Use Agreement with the AARP Foundation.

RECOMMENDATION:

Staff recommends that the City Council approve the Facility Use Agreement with the AARP Foundation ("AARP"). In addition, staff recommends that the City Council determine that approval of the agreement is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

Since 1968, the AARP volunteer-based tax assistance program has helped nearly 50 million low-to moderate-income taxpayers across the nation. The program offers free tax preparation assistance, and is particularly geared toward those who are 50 and older, offering access to a team of IRS-certified volunteers at no fee. In addition, the driver safety course is designed to help refresh driving skills, such as reducing driver distractions, maintaining proper following distance, and adjusting driving to compensate for age-related physical changes.

The attached Facility Use Agreement ("Agreement") with AARP allows for use of the large multipurpose room located at 21 Grant Street at the Joslyn Senior Center, and the multipurpose room and small classroom located at the Community Center at 111 W. Lugonia Avenue ("Premises"). With the approval of the Agreement, the Recreation Division and the AARP will continue its partnership that allows AARP use of the Premises to provide tax assistance to senior citizens and a driver safety program. In past partnerships with the City, the AARP was able to help over 350 people per year with their income taxes and drive safety course.

The Agreement begins a new agreement term between the City and AARP. The new Agreement is attached for the City Council's consideration. Furthermore, the approval of the Agreement is categorically exempt from environmental review in accordance with California Environmental Quality Act Section 15061 (b)(3). Section 15061 (b)(3) refers to the leasing of existing city facilities. Approval of the Agreement authorizes the use of an existing city facility and will not result in the expansion of the existing or former use.

ALTERNATIVES:

The City Council may deny the approval of the Agreement.

STRATEGIC PLAN:

Supports Objective E-8: Enhance recreational program services

SUBMITTED BY:

Tabitha Crocker, Facilities and Community Services 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

PREPARED BY:
Dave Jaffe, Recreation Supervisor

Fiscal Impact

Fiscal Year: FY 2023-24
Revenue Generating: N
Appropriation Required Y/N: N
Discussion:

Should the Agreement be approved, the per hour room fee which covers staff time will be waived. Based on the reported numbers from the previous fiscal year, the value of the room use fees which would normally be collected amounts to $810.00 per year.

Attachments

AARP Letter
Agreement

AARP Foundation®

For a future without senior poverty.

Eula T. Mills,
3850 Atlantic Ave, #246
Highland, CA 92346
District 5 Coordinator
AARP Tax-Aide Program
Split State CA/05

November 3, 2023
The City of Redlands

ATTN: City Council
35 Cajon, Ste. 2
Redlands, CA 92373

CC: David Jaffe, Parks & Recreation

Request for use of facilities

AARP Foundation Tax-Aide Program has provided no-cost tax preparation for low and low-middle income families for 50 years. For 20-plus years we have enjoyed the privilege of providing these services at your Redlands Community Center and/or Joslyn Senior Center. This past tax season we were able to file over 200 tax returns for local citizens at no cost to them. In addition, AARP has been providing the Senior Driving Course here for 7 years to support defensive driving skills and lower insurance cost for a nominal fee.

Because of our history of working well with your friendly and helpful center staff we are requesting the continued use of your available center space, at no cost, for the next 3 years as per pervious facility agreements. The tax program runs from the first week in February through the end of tax season; generally April 15th and our IRS certified volunteer staff are on site one day per week during the hours of 8:30am – 3pm. Clients are seen hourly, 9am – 1pm. If these hours aren't available, I'm sure we are flexible enough to work with center staff regarding space and time. This same flexible scheduling also applies to the year-round volunteer staff of the Senior Driving Course.

We look forward to continuing our partnership of providing valuable, quality services to your citizens.

Sincerely,

Eula T. Mills,
District 5 Coordinator
(909) 425-9103
(951) 522-6146*

FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is made and entered into this 6th day of February, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and the AARP Foundation, a District of Columbia corporation ("AARP"). City and AARP are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

ARTICLE 1. PREMISES

1.1 City agrees to permit AARP to use City's auditorium, consisting of approximately two thousand five hundred fifty three (2,553) square feet within the Redlands Joslyn Senior Center located at 21 Grant Street, Redlands, California and City's multi-purpose room, consisting of approximately one thousand eight hundred forty eighty (1,848) square feet, and City's small classroom, consisting of approximately eight hundred thirty six (836) square feet within the Redlands Community Center, located at 111 West Lugonia Avenue, Redlands, California (collectively, the "Premises") on the terms and conditions hereinafter set forth.

ARTICLE 2. TERM

2.1 This Agreement shall be for a term of three (3) years commencing on its Effective Date, unless earlier terminated as provided for herein.

2.2 Either Party may terminate this Agreement, without cause, by providing ninety (90) days prior written notice to the other Party specifying the date for termination of this Agreement.

ARTICLE 3. RENTAL FEE

3.1 Except as provided in Section 4.2 below, City will waive the City's per hour facility rental fee, and the per hour staff attendant fee, in connection with AARP's use of the Premises during the term of this Agreement.

ARTICLE 4. USE OF PREMISES

4.1 The Premises shall be used for the exclusive purpose of providing tax assistance to senior citizens and the driver safety program. AARP shall not use or permit the Premises to be used for any other purpose without the prior written consent of City.

4.2 During the term of this Agreement, AARP shall, unless prevented by conditions beyond its control, conduct business of the type and nature specified in Section 4.1 of this Agreement on the Premises in a safe and business-like manner. The Premises shall be used only for the time and dates approved for AARP, as identified on City's Facility Rental form for the same. In the event that scheduling modifications are necessary, AARP shall make a forty-five (45) day advance schedule change request to City indicating the proposed modification. City shall respond to such requests within two (2) weeks of receipt. City may charge AARP a fee in the amount of sixty-one dollars ($61.00) per hour for any scheduling changes made by AARP without the aforementioned forty-five (45) day notice.

AARP shall assume full responsibility for its personal property used at the Premises, and shall hold City harmless for any theft or damage relating to AARP's personal property.

4.3 AARP shall be solely responsible for any set up and cleaning associated with its use of the Premises, and shall maintain the Premises in a clean and litter-free manner.

4.4 AARP shall not commit, or permit the commission of, any acts on the Premises, or use or permit the use of the Premises, in any manner that will increase the existing rates for, or cause the cancellation of, any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises. AARP shall, at its own cost and expense, maintain insurance for all personal property and improvements on the Premises.

4.5 AARP shall not commit, or permit the commission by others, of any waste on the Premises. AARP shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Premises, and AARP shall not use or permit the use of the Premises for any unlawful purpose.

ARTICLE 5. INDEPENDENT CONTRACTOR

5.1 It is the express intention of the Parties that AARP is, and shall remain during the term of this Agreement, an independent contractor and not be an agent or employee of City. AARP represents to City that is free from the control of City as to how AARP's services are provided to the public; the services provided by AARP are not part of City's business, and AARP is providing the same or similar Services to other persons and entities through AARP's own business, or through other businesses; and that AARP agrees its provision of the services within the Premises is not AARP's sole source of business. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between AARP and City. The Parties acknowledge that AARP is not a City employee for State tax, Federal tax, or any other purpose.

ARTICLE 6. COMPLIANCE WITH LAWS

6.1 AARP shall, at AARP's sole cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state and county or municipal, relating to AARP's use and occupancy of the Premises for AARP's operation of business whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. The judgment of any court of competent jurisdiction, or the admission by AARP in a proceeding brought against AARP by any government entity that AARP has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between City and AARP and shall constitute grounds for termination of this Agreement by City.

ARTICLE 7. INDEMNITY AND INSURANCE

7.1 AARP shall defend, indemnify and hold harmless City, and its elected officials, officers, employees and agents from and against any and all claims, causes of action, damages and liability resulting from AARP's negligent acts or omissions, and the willful misconduct of AARP, and that of AARP's agents, employees and invitees, during AARP's occupation

and use of the Premises during the term of this Agreement. This section shall survive any termination or expiration of this Agreement.

A. Comprehensive general liability insurance, with carriers acceptable to City, with minimum coverage of One Million Dollars ($1,000,000) per occurrence, and Two Million Dollars ($2,000,000) aggregate for public liability, property damage and personal injury. City shall be names as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. A certificate of insurance with endorsements evidencing such coverage shall be provided to City prior to AARP's occupancy of the Premises.

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

C. AARP shall defend, indemnify and hold harmless City, and its elected officials, officers, employees, agents, and volunteers, from any and all damages, costs, suits, claims, losses and liability for injury to persons including death, and damage to property, arising out of, or in connection with, any act or omission of AARP or its officers, employees, agents or volunteers, in connection with operation of its business at the Premises.

ARTICLE 8. TAXES AND UTILITIES

8.1 City shall pay, and hold AARP free and harmless from, all charges for the furnishing of gas, water, sewer, electricity, solid waste disposal and other public utilities provided to the Premises during the term of this Agreement. AARP shall pay, and hold City free and harmless from, all charges for telephone usage by AARP at the Premises.

ARTICLE 9. ATTORNEYS' FEES

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

ARTICLE 10. NOTICES

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

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonadlson@cityofredlands.org
(909) 798-7531

AARP:

Eula T. Mills
District Coordinator 3850
Atlantic Ave, #246
Highland, CA 92346
eula_mills@sbcglobal.net
(909) 425-9103

ARTICLE 11. MISCELLANEOUS

11.1 AARP shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Premises or any improvements that may now or hereafter be constructed or installed on the Premises. Any encumbrance, assignment, transfer or subletting by AARP without the prior written consent of City, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of the City, result in immediate termination of this Agreement.

11.2 This Agreement constitutes the entire agreement between City and AARP respecting AARP's use of the Premises, and correctly sets forth the obligations of City and AARP to each other as of its Effective Date. Any agreements or representations between the Parties respecting the Premises not expressly set forth in this Agreement are null and void.

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

11.4 This Agreement may be terminated by either Party by giving ninety (90) days prior written notice to the other Party.

Executed as of the 6th day of February 2024, at Redlands, California.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

AARP

_____
Eula T. Mills, District Coordinator

EXHIBIT "A"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

AARP Date: _____

By:_____

Eula T. Mills , District Coordinator

City Council Meeting **J. 1.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Airport Advisory Board by Chair Jason Golembeski (Facilities and Community Services Director Crocker)

DISCUSSION:

For this evening's City Council Meeting, Chair Jason Golembeski will be presenting the Airport Advisory Board's Annual Report.

City Council Meeting **J. 2.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Street Tree Committee by Vice Chair Christine Sedmack (Facilities and Community Services Diretor Crocker)

DISCUSSION:

For this evening's City Council meeting, Vice Chair Christine Sedmack will present the Street Tree Committee Annual Report.

City Council Meeting **J. 3.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Conference Report- 2024 League of California Cities Mayors and Council Members Academy (Council Member Saucedo)

DISCUSSION:

For this evening's City Council Meeting, Council Member Saucedo will provide a report relating to his attendance at the 2024 League of California Cities Mayors and Council Members Academy held January 24-26, 2026 in Monterey, California.

Attachments

Mayors and Council Members Academy Conference Program

Your Cal Cities

Financial Responsibilities

Effective Advocacy

LEAGUE OF CALIFORNIA CITIES

125 YEARS 1898-2023

Mayors and Council Members ACADEMY

Jan. 24-26, 2024
Monterey, CA

NOTES

Find session materials online at
www.calcities.org/MCMA

WiFi Network: Marriott Events
Passcode: Calcities24

WEDNESDAY, JAN. 24

8:00 a.m. - 5:00 p.m.

Registration Open
San Carlos Foyer

9:00 - 11:00 a.m.

Harassment Prevention Training for Supervisors and Officials (AB 1661)
San Carlos III-IV

Sign-in will begin 30 minutes prior to the session and you must be present for the full two hours to receive the certification of attendance. Entry will be prohibited once the session begins.

This informational and interactive workplace harassment prevention training will focus on current and emerging issues and teach officials and supervisors how to identify, prevent, and properly respond to workplace harassment, discrimination, retaliation, and abusive conduct in order to avoid personal and agency liability in compliance with AB 1825, AB 2053, AB 1661 and SB 396.

The Institute for Local Government is a State Bar of California minimum continuing legal education (MCLE) approved provider and certifies this activity meets the standards for MCLE credit by the State Bar of California in the total amount of 2 hours (general credits). Provider #13881

***Speakers**: Emily Gifford, Associate Attorney, Richards, Watson & Gershon*
Amy Greyson, Senior Attorney, Richards, Watson & Gershon

11:30 a.m. - 12:30 p.m.

Your Cal Cities and How To Use It
San Carlos III-IV

As a city official, you are the League of California Cities. Meet the Cal Cities leadership team and learn about the organization's mission and structure, the advocacy and educational tools Cal Cities provides, and how you can get the most out of your membership.

***Opening Remarks**: Melissa Hunt, President, Mayors and Council Members Department and Vice Mayor, Anderson*
***Moderator**: Jennifer Whiting, Director of Education and Member Services, League of California Cities*
***Speakers**: Carolyn Coleman, Executive Director and CEO, League of California Cities*
Daniel Parra, President, League of California Cities and Mayor, Fowler

12:30 - 1:45 p.m.

Networking Luncheon with your Divisions
Take this opportunity to sit with members of your regional division, and meet your Cal Cities Regional Public Affairs Manager.

Ferrantes Bay View, 10th Floor: *Central Valley, East Bay, Monterey Bay, North Bay, Peninsula, Redwood, Sacramento Valley, South San Joaquin Valley*

San Carlos I-II: *Channel Counties, Desert Mountain, Inland Empire, Los Angeles County, Orange County, Riverside County*

2:00 - 3:30 p.m.

Developing an Effective City Council and City Manager Team: The Key to Good Governance and City Success
San Carlos III-IV

Successful communities require highly effective governance and management, key to which is a positive city council/city manager working relationship guided by good, open communication. This session will help you to better appreciate the roles that the city council governing body, individual council members, and the city manager fulfill in a successful working relationship based on effective communication and sound governance practices.

***Moderator**: Pat Martel, West Coast Regional Director, ICMA*
***Speakers**: Hans Uslar, City Manager, Monterey*
Tyller Williamson, Mayor, Monterey

3:45 - 5:15 p.m.

Your Legal Powers and Obligations; Open Government and Conflicts of Interest
San Carlos III-IV

You were elected to make things happen in your city. Learn the breadth and limitations of your powers as a city official. Then, acquire a basic understanding of the legal authorities and restrictions under which cities and city officials operate, with a focus on open government laws, such as the Brown Act and the Public Records Act, and laws pertaining to conflicts of interest.

***Moderator**: Kuldip Thusu, Second Vice President, Mayors and Council Members Department and Council Member, Dinuba*
***Speakers**: Thomas B. Brown, Of Counsel, Burke Williams & Sorensen LLP*
Joseph Montes, Partner, Burke, Williams & Sorensen LLP

THURSDAY, JAN. 25

7:30 a.m. - 5:00 p.m.

Registration Open
San Carlos Foyer

7:30 - 9:00 a.m.

Networking Breakfast
San Carlos I-II

9:00 - 10:15 a.m.

Policy Role in Land Use Planning
San Carlos III-IV

Land use planning is one of the most important parts of a city official's responsibilities due to the long-term impacts it can have on a community's environment, economic vitality, and the physical health of its residents. Learn about tools and processes in land use planning, such as the general plan, zoning, and the California Environmental Quality Act, as well as the role of regional agencies and the state. This knowledge will help you foster a solid working relationship with your city's planning commission and planning staff.

***Moderator**: Susannah Meyer, Immediate Past President, Mayors and Council Members Department and Vice Mayor, Brentwood*
***Speakers**: Eric A. Nelson, Planning Commissioner, Dana Point*
Mark Teague, Managing Principal, PlaceWorks

10:30 a.m. - noon

Effective Advocacy and Key City Issues
San Carlos III-IV

Meet the League of California Cities' legislative team and learn about the 2023 Cal Cities Action Agenda, legislative calendar, and trending issues in the Legislature. The Cal Cities team will also share ideas for establishing practical skills to develop persuasive arguments and testimony that will serve your city's interests.

***Moderator**: Jason Rhine, Director of Legislative Affairs, League of California Cities*
***Speakers**: Damon Conklin, Legislative Representative, League of California Cities*
Caroline Grinder, Legislative Representative, League of California Cities
Johnnie Piña, Legislative Representative, League of California Cities
Jennifer Quan, Regional Public Affairs Manager, Los Angeles County Division
Sara Sanders, Regional Public Affairs Manager, Redwood Empire Division
Melissa Sparks-Kranz, Legislative Representative, League of California Cities
Ben Triffo, Legislative Representative, League of California Cities
Jolena Voorhis, Legislative Representative, League of California Cities

noon - 1:15 p.m.

Networking Lunch
Find your lunch room below and network with colleagues of similar city sizes.
Ferrantes Bay View, 10th Floor: *City population under 60,000*
San Carlos I-II: *City population over 60,000*

1:30 - 3:00 p.m.

Social Media / Digital Communications and Civic Engagement
San Carlos III-IV

With constant advancements in social media over the last several years, it can be hard to keep up with the "do's and don'ts" of every platform. Moreover, as misinformation increases, elected officials need to be quick on their feet and have the necessary skills to proactively manage public perceptions about local governmental affairs. Discover what cities should be doing to communicate with their constituents in the 21st century, and the rules that elected officials must follow.

***Moderator**: Debbie S. Baker, First Vice President, Mayors and Council Members Department and Council Member, La Palma*
***Speakers**: Gena Burns, Partner, Burke, Williams & Sorensen, LLP*
Brandon Castillo, Partner, Bicker, Castillo, Fairbanks & Spitz

THURSDAY, JAN. 25

3:15 - 4:45 p.m.

Financial Responsibilities, City Revenues Workshop (Part 1)

San Carlos III-IV

Learn about your responsibilities as an elected official when exercising fiduciary accountability and transparency in open government. In this enlightening conversation, discuss the local government financial cycle, elected official financial oversight duties, and state and local funding relationships, and the four stages of fiscal meltdown. Plus, learn how to be a better leader by discovering how to avoid micromanagement and manage complacency. The importance of structurally balanced budget tips for setting city council goals and the need for financial policies will be stressed during this session.

***Speakers**: Michael Coleman, Fiscal Policy Advisor, CaliforniaCityFinance.com*
Christina Turner, City Manager, Morgan Hill

5:00 - 6:00 p.m.

Networking Reception *Planned with* CAL CITIES PARTNER

San Carlos Foyer

Take this opportunity to network with your peers from throughout the state after a full day of educational sessions.

League of California Cities Executive Committee

President, Daniel Parra, Mayor, Fowler
First Vice President, Lynne Kennedy, Mayor Pro Tem, Rancho Cucamonga
Second Vice President, Gabe Quinto, Council Member, El Cerrito
Immediate Past President, Ali Sajjad Taj, Mayor Pro Tem, Artesia
Executive Director and CEO, Carolyn Coleman, League of California Cities

2023 – 2024 Mayors and Council Members Department Officers

President, Melissa Hunt, Vice Mayor, Anderson
First Vice President, Debbie Baker, Council Member, La Palma
Second Vice President, Kuldip Thusu, Council Member, Dinuba
Department Director, Lori Ogorchock, Council Member, Antioch
Immediate Past President, Susannah Meyer, Vice Mayor, Brentwood

FRIDAY, JAN. 26

7:15 - 11:00 a.m.
Registration Open
San Carlos Foyer

7:15 - 8:15 a.m.
Networking Breakfast
San Carlos I-II

8:15 - 9:45 a.m.
Financial Responsibilities, City Revenues Workshop (Part 2)
San Carlos III-IV

Learn about your responsibilities as an elected official when exercising fiduciary accountability and transparency in open government. In this enlightening conversation, discuss the local government financial cycle, elected official financial oversight duties, and state and local funding relationships, and the four stages of fiscal meltdown. Plus, learn how to be a better leader by discovering how to avoid micromanagement and manage complacency. The importance of structurally balanced budget tips for setting city council goals and the need for financial policies will be stressed during this session.

Closing Remarks: *Debbie S. Baker, First Vice President, Mayors and Council Members Department and Council Member, La Palma*

Speakers: *Michael Coleman, Fiscal Policy Advisor, CaliforniaCityFinance.com*
Christina Turner, City Manager, Morgan Hill

10:15 a.m. - 12:15 p.m.
Understanding Public Service Ethics Laws and Principles (AB 1234)
San Carlos III-IV

Sign-in will begin 30 minutes prior to the session and you must be present for the full two hours to receive the certification of attendance. Entry will be prohibited once the session begins.

State law requires elected and appointed officials to receive two hours of training in specified ethics laws and principles every two years. Newly elected and appointed officials must receive this training within one year of becoming a public servant. Join a panel of experts as they help navigate the ethics laws and principles.

The Institute for Local Government is a State Bar of California minimum continuing legal education (MCLE) approved provider and certifies this activity meets the standards for MCLE credit by the State Bar of California in the total amount of 2 hours (general credits). Provider #13881

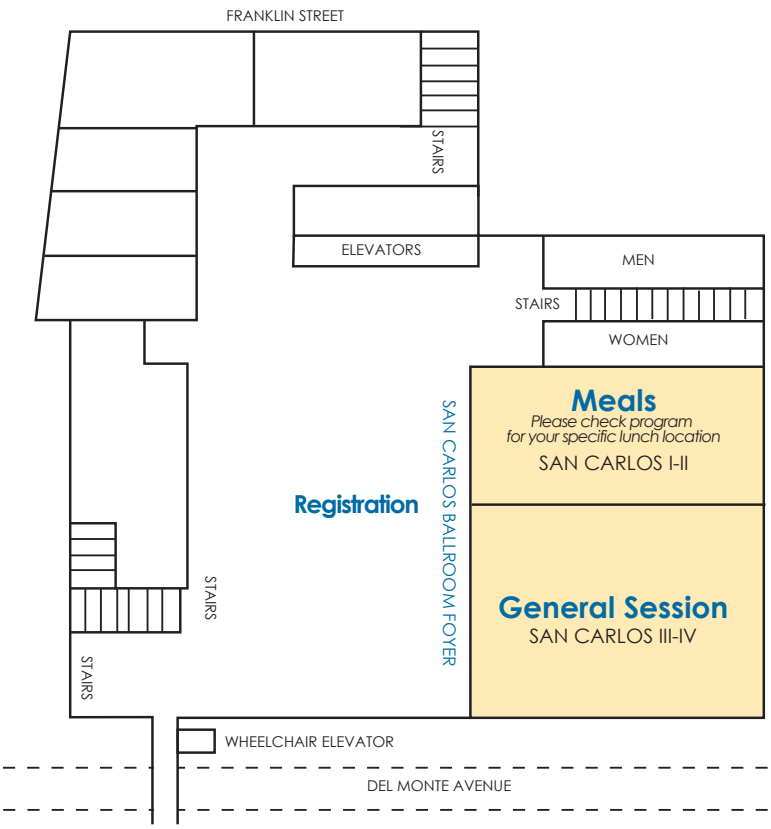
Speaker: *Frank Splendorio, Partner, Best Best & Krieger LLP*

SHARE YOUR THOUGHTS!

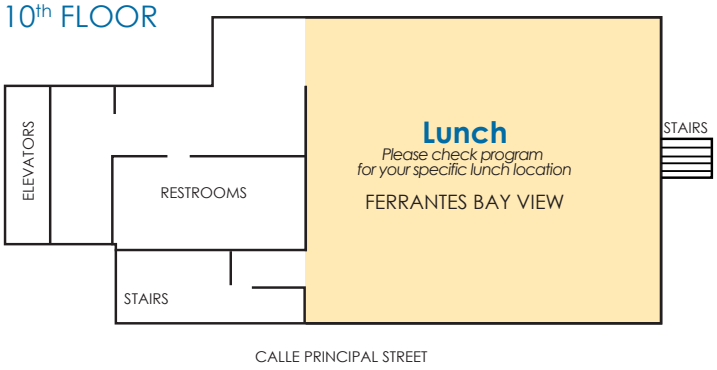
Send us your feedback on the Academy by scanning this QR code.

FLOOR PLAN

MEZZANINE FLOOR



10th FLOOR



Save The Dates:

2024 CITY LEADERS SUMMIT
APR. 17-19 | SACRAMENTO

2024 ANNUAL CONFERENCE AND EXPO
OCT. 16-18 | LONG BEACH CONVENTION CENTER

2025 (Nor Cal) MAYORS AND COUNCIL MEMBERS ACADEMY
JAN. 22-24 | SACRAMENTO

2025 (So Cal) MAYORS AND COUNCIL MEMBERS ACADEMY
JAN. 29-31 | GARDEN GROVE



Strengthening California Cities
through **Advocacy** and **Education**

Jan. 24, 2024

LEAGUE OF CALIFORNIA CITIES

Strengthening California Cities
through Advocacy and Education

Your Cal Cities and How to Use it

Daniel Parra, President, Cal Cities
Mayor, Fowler

Carolyn Coleman
Executive Director and CEO, Cal Cities

Welcome!


LEAGUE OF CALIFORNIA CITIES
Jan. 24-26, 2024
Monterey, CA
Mayors and Council Members ACADEMY
WELCOME

Today's roadmap

- Who we are
- What we do
- How to get the most from Cal Cities





Cal Cities Mission

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.





Who we are

476 **Member** Cities

58 **Board** Members

16 **Regional** Divisions

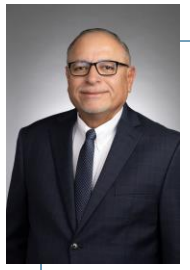
10 **Municipal** Departments

5 **Diversity** Caucuses

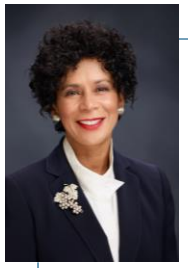
Cities by population size

- 105 cities under 10,000
- 199 cities with between 10,000-50,000
- 104 cities between 50,000-100,000
- 51 cities between 100,000-200,000
- 17 cities between 200,000-500,000
- 6 cities between 500,000-4 million

Cal Cities Officers



Daniel Parra,
President
Mayor, Fowler



Lynne Kennedy,
First Vice President
Mayor Pro Tem, Rancho Cucamonga



Gabe Quinto,
Second Vice President
Council Member, El Cerrito



Ali Sajjad Taj ,
Immediate Past President
Mayor Pro Tem, Artesia



Carolyn Coleman
Executive Director and CEO, League of California Cities

Inside Cal Cities





The Cal Cities Team

More than 70 staff serve members in the following areas:

- Executive
- Finance and Operations
- Advocacy
- Public Affairs
- Strategic Communications and Marketing
- Education and Member Services
- Legal
- Institute for Local Government

What we do

Legislative and ballot measure advocacy

- Protect the common interests of cities statewide.
- Protect and promote local decision-making.
- Seek and protect state and federal funding to support cities.

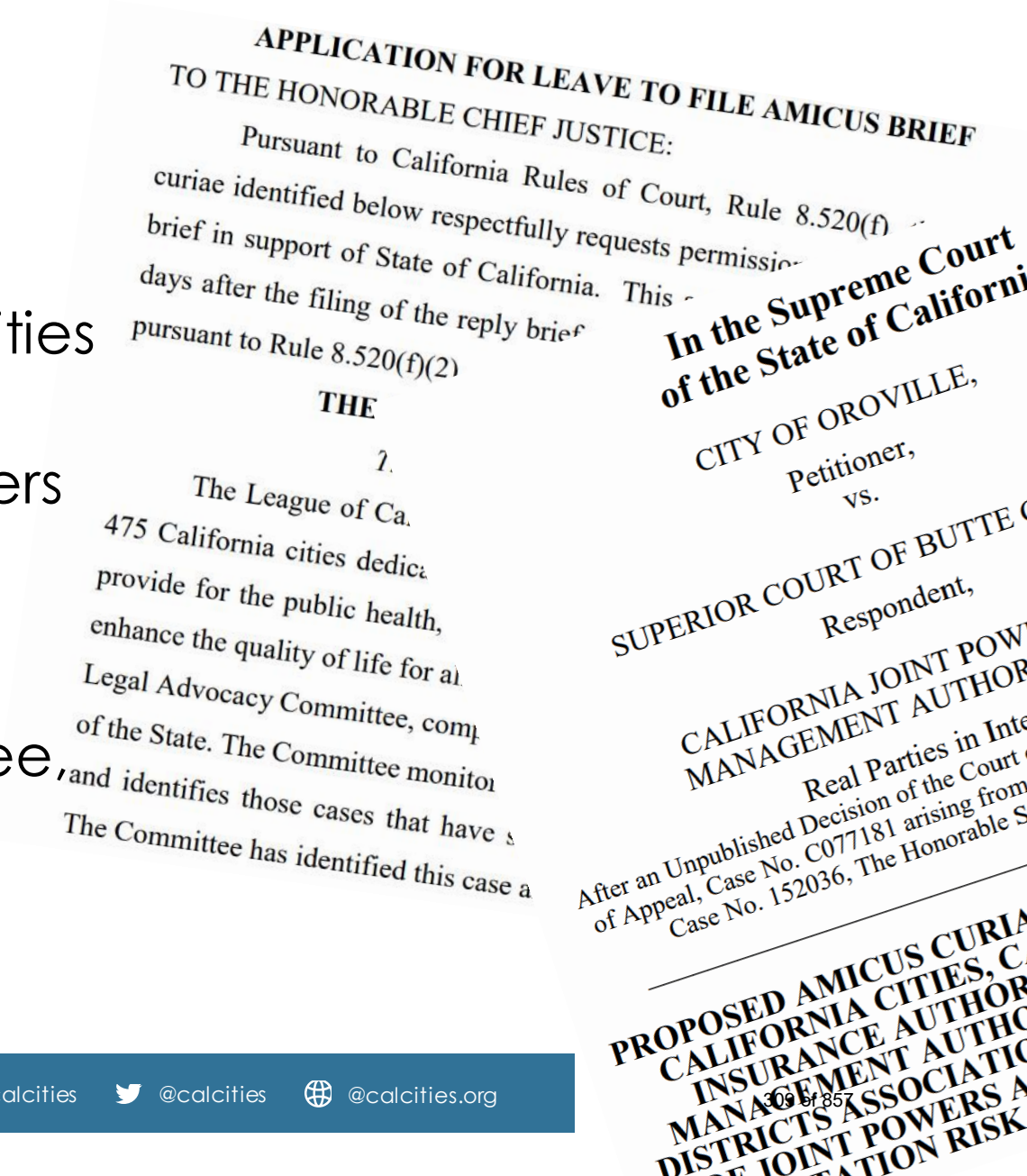




What we do

Legal advocacy

- Represent the interest of California cities in federal and state courts.
- File friend-of-the-court briefs and letters in appellate courts and with state Attorney General for cases affecting city authority.
- Utilize the Legal Advocacy Committee, comprised of municipal attorneys, to inform Cal Cities decision-making on which cases and Attorney General opinions merit statewide support.


APPLICATION FOR LEAVE TO FILE AMICUS BRIEF

TO THE HONORABLE CHIEF JUSTICE:

Pursuant to California Rules of Court, Rule 8.520(f)

curiae identified below respectfully requests permissio

brief in support of State of California. This

days after the filing of the reply brief

pursuant to Rule 8.520(f)(2)

THE

The League of Ca

475 California cities dedic

provide for the public health,

enhance the quality of life for a

Legal Advocacy Committee, com

of the State. The Committee monito

and identifies those cases that have

The Committee has identified this case a

In the Supreme Court of the State of Californi

CITY OF OROVILLE,

Petitioner,

vs.

SUPERIOR COURT OF BUTTE

Respondent,

CALIFORNIA JOINT POW

MANAGEMENT AUTHOR

Real Parties in Inte

After an Unpublished Decision of the Court

of Appeal, Case No. C077181 arising from

Case No. 152036, The Honorable S

PROPOSED AMICUS CURIA

CALIFORNIA CITIES, C

INSURANCE AUTHOR

MANAGEMENT AUTHO

DISTRICTS ASSOCIATIO

JOINT POWERS A

ATION RISK

What we do



Member Services

- Conferences, seminars, roundtables, and academies designed for city officials to learn about new and emerging practices and to exchange ideas.
- Webinars on priority policy and legal issues.
- Listservs for professional departments that allow the sharing of ideas and exchange of information.



Membership engagement opportunities



Regional Public Affairs Managers





Sara Sanders
Redwood Empire



Charles Anderson
Sacramento Valley



Nancy Hall
Bennett North Bay



Sam Caygill
East Bay



Seth Miller
Peninsula



Deanna Sessums
Monterey Bay



Stephen Qualls
Central Valley



Rajveer Rakkar
South San Joaquin Valley



David Mullinax
Channel Counties



Jeff Kiernan
Los Angeles County



Kristine Guerrero
Los Angeles County



Jennifer Quan
Los Angeles County



Connor Medina
Orange County



Jesse Ramirez
Riverside County



Laura Morales
Desert Mountain
Inland Empire



Catherine Hill
San Diego County
Imperial County

Get the most from your Municipal Department

- City Attorneys
- City Clerks
- City Managers
- Fire Chiefs
- Fiscal Officers
- **Mayors and Council Members**
- Personnel and Employee Relations
- Planning and Community Development
- Public Works

Explore our Diversity Caucuses

LEAGUE OF CALIFORNIA CITIES AFRICAN AMERICAN Caucus

LEAGUE OF CALIFORNIA CITIES ASIAN PACIFIC ISLANDER CAUCUS

LEAGUE OF CALIFORNIA CITIES LATINO CAUCUS

LEAGUE OF CALIFORNIA CITIES LGBTQ Caucus

LEAGUE OF CALIFORNIA CITIES WOMEN'S Caucus

Be recognized

- **Torch Program** recognizes mayors and council members for continuing their education.
- **Helen Putnam Award Program** recognizes cities that deliver the highest level of service to residents.
- **Outstanding Local Streets and Roads Project Awards** recognizes exceptional achievement in protecting the public's investment in the local street and road system.
- **Institute for Local Government Beacon Program** honors local government's efforts to reduce greenhouse gas emissions and adopt policies tha promote sustainability.

Join a Policy Committee

- Community Services
- Environmental Quality
- Governance, Transparency, and Labor Relations
- Housing, Community, and Economic Development
- Public Safety
- Revenue and Taxation
- Transportation, Communications, and Public Works





Connect with Partners

- The program fosters relationships between cities and businesses, nonprofits, and other organizations.
- Cal Cities Partners sponsor other events and programs hosted by Cal Cities caucuses, departments, and divisions.
- More than 75 active Cal Cities Partner organizations.



2024 Premier Cal Cities Partners

































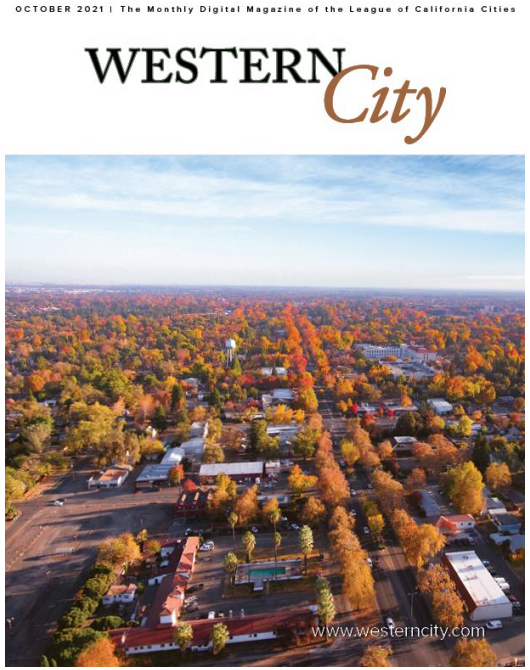




LEAGUE OF CALIFORNIA CITIES
CAL CITIES PARTNER

Stay connected with Cal Cities!

- Explore the website: **calcities.org**.
- Sign up for our weekly newsletter: ***Cal Cities Advocate***
- Explore our monthly online magazine: **westerncity.com**
- Join **my.calcities.org** to register for Cal Cities events and provide information about important issues



Like, follow, and share Cal Cities news!

@CalCities



Upcoming events

- Feb. 7-9: City Managers Conference, Hollywood
- March 6-8: Planning Commissioners Academy, Long Beach
- March 13-15: Public Works Officers Institute, Monterey
- April 17-19: City Leaders Summit, Sacramento
- May 8-10: City Attorneys Spring Conference, Rancho Mirage
- Oct. 16-18: Annual Conference and Expo, Long Beach

Conclusion (but really, just the beginning)

- We are proud to have you as part of the Cal Cities family.
- This is your Cal Cities, and we are here to help.

QUESTIONS?



LEAGUE OF CALIFORNIA CITIES

New Mayor & Councilmember Academy

Financial Responsibilities and City Revenues

January 25 & 26, 2024

As trustees of the city, elected officials and city managers have special and serious obligations to safeguard the fiscal assets of the public. Delve into essential aspects of municipal finance that every city councilmember should know. Learn how cities have gotten into financial trouble and the right questions to ask to know if yours is healthy. Gain insight into major trends, challenges ahead and possible reforms. Obtain essential skills to keep your city budget strong through tough economic times. Determine best practices in financial reporting and identify important questions to ask when building the city budget. Get your questions answered from peers and experts.

Michael Coleman, Fiscal Policy Advisor, League of California Cities, CaliforniaCityFinance.com

Christine Turner, City Manager, City of Morgan Hill

Workshop Outline
1. Financial Administration: Your role as council member
2. The Ins and Outs of City Funds: Taxes, Fees and Other Major Revenues
3. Budgets and budget processes
4. Financial reporting and auditing
5. Diagnosing financial health
6. Milestones in municipal finance: a brief history, the state-local relationship
7. Pensions and OPEBs
8. Financial Policies
9. Capital financing
10. Top tips, closing charges, and Q&A

Course Materials - attached

This file:

1. Power point presentation slides.
2. Chapter 1, 2.0 and glossary from The California Municipal Revenue Sources Handbook Fifth Edition

Also Recommended

1. Governing Guide to Financial Literacy V 1 & 2: http://www.governing.com/papers/A-Public-Official-s-Guide-to-Financial-Literacy.html and http://www.governing.com/papers/A-Guide-to-Managing-Your-Jurisdiction-s-Financial-Health-1500.html
2. "Six Things to Know When Issuing Municipal Bonds," Municipal Securities Rulemaking Standards Board. https://www.msrb.org/sites/default/files/MSRBSixThingstoKnow.pdf
3. Public Engagement in Budgeting, ILG http://www.ca-ilg.org/sites/main/files/file-attachments/community_budget_5.5.14.pdf
4. California Legislative Analyst's Office, "CalFacts" https://lao.ca.gov/reports/2018/3905/calfacts-2018.pdf
5. Multari, Coleman, Hampian and Statler: Guide to Local Government Finance in California, Solano Press 2019
6. The California Local Government Finance Almanac http://californiacityfinance.com/
7. Government Finance Officers Association (GFOA) http://www.gfoa.org/

mjgc rev240112

2024 New Mayors and Council Members Academy
January 25-26, 2024 ❖ Monterey

Financial Responsibilities and City Revenues

for Mayors and Council Members

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Overview

- Financial Administration: Your Role as Council Member
- Ins and Outs of City Funds: Taxes and Major Revenues
- The Budget and Budget Process
- Financial Reporting and Auditing

- Diagnosing Financial Health
- State-Local Relationship, Milestones
- Pensions and OPEBs
- Financial Policies
- Top Tips



Financial Administration and Your Fiduciary Role

Christina Turner

- The Fiduciary Role of Mayors and Councilmembers
- Roles of Key Staff



The Fiduciary Role of Mayors and Councilmembers

Oversight



- ✓ Budget Review/Approval
- ✓ Public Contracts
- ✓ Labor Relations

Sound financial policies



- ✓ Setting parameters
- ✓ Ensure long- and short-term financial awareness

Fiscal & Service Impacts of Decisions



- ✓ Setting precedents and unintended consequences



Roles of Key Staff

City Manager
- ✓ Budget Preparation
- ✓ $ Recommendations
- ✓ Fiscal Policy Recommendations
- ✓ Year-round Admin.

Finance
- ✓ Systems Admin.
- ✓ Reporting of Expenses and Revenues
- ✓ Auditing
- ✓ Annual Comprehensive Financial Report (ACFR)

Dept. Heads / Staff
- ✓ Budget proposals
- ✓ Tracking and reporting



Public Procurement

- Not designed to achieve speed, rather provide a fair and competitive process
- Locally adopted ordinances or policies for supplies and services
- State law provides public works project requirements

- Council should avoid:
  - o Vouching for business
  - o Receipt of gifts from would-be vendor
  - o Campaign contributions from would-be vendors
  - o Gift of public funds
- Council should:
  - o Establish purchasing ordinance/policy
  - o Direct administrative staff to carry out the process
  - o Approve final agreements



Example: Morgan Hill

Amount	Method	Authority
$10,000 or less	Informal Bid	City Manager → Department Heads
$10,000 to $25,000	Informal Bid	City Manager → Purchasing Officer (Finance Director)
$25,000 to $60,000	Competitive Bid	City Manager
$60,000 or more	Competitive Bid	City Council

Council Oversight: Quarterly report on all contracts approved within City Manager authority, with amount, purpose, and contractor



The Ins and Outs of City Funds

Michael Coleman

- Taxes, Fees and the rest
- Local Property Taxes
- Local Sales Taxes

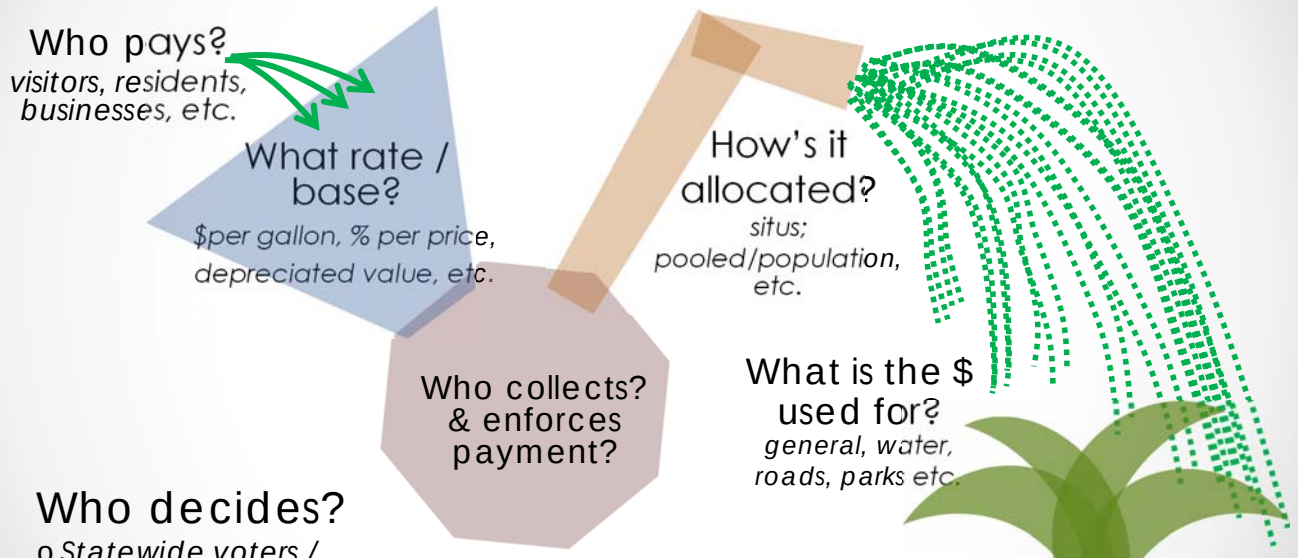


Cities Vary … and so do their finances

- ✓ Geography: proximity, climate, terrain, access
- ✓ Community Character / Vision: Land use
  Bedroom? Industrial? Tourist? Rural? etc.
- ✓ Size – urban / rural
- ✓ Governance / service responsibilities
  full-service city - vs.- not full service

❖*Statewide generalizations often mask trends among sub-groups*

The Mechanics of Government Revenue



Who decides?

- o *Statewide voters / Constitution*
- o *State law / Legislature*
- o *Local voters*
- o *Local law / City Council*

Taxes

- ✓ Charges which pay for public services and facilities that provide general benefits. No need for a direct relationship between a taxpayer's benefit and the tax paid.
- ✓ Cities may impose any tax not otherwise prohibited by state law. (Gov Code § 37100.5)
- ✓ The state has reserved a number of taxes for its own purposes including:

  cigarette taxes, alcohol taxes, personal income taxes.
- ✓ General & Special
  - ❑ **General Tax** - revenues may be used for any purpose.
    - Majority voter approval required for new or increased local tax
  - ❑ **Special Tax** - revenues must be used for a specific purpose.
    - 2/3 voter approval required for new or increased local tax
    - Parcel tax - requires 2/3 vote



The Ins and Outs of State & Local Funds

Fees and the Rest

California Constitution per Prop218(1996, Prop26(2010), etc.

Any levy, charge or exaction of any kind imposed by a California government, is a tax except:

- User Fees and Assessments: for a privilege/benefit, service/product

  Planning permits, development fees, parking permits, user fees, copying fees, recreation classes, etc.
- Regulatory Fees: regulation, permits, inspections

  Permits for regulated commercial activities (e.g., dance hall, bingo, card room, check cashing, taxicab, peddlers, catering trucks, massage parlor, firearm dealers, etc.); fire, health, environmental, safety permits; police background checks; pet licenses; bicycle licenses.
- Rents: charge for entrance, use or rental of government property

  Facility/room rental fees, room rental fees, equipment rental fees, on and off-street parking, tolls, franchise, park entrance, museum admission, zoo admission, tipping fees, golf green fees, etc
- Penalties for illegal activity, fines and forfeitures, etc.

  Parking fines, late payment fees, interest charges and other charges for violation of the law.
- A payment that is not *imposed* by government

  Includes payments made pursuant to a voluntary contract or other agreement that are not otherwise "imposed" by a government's power to coerce.



Taxes and Fees/etc. Approval Requirements
(California Constitution)

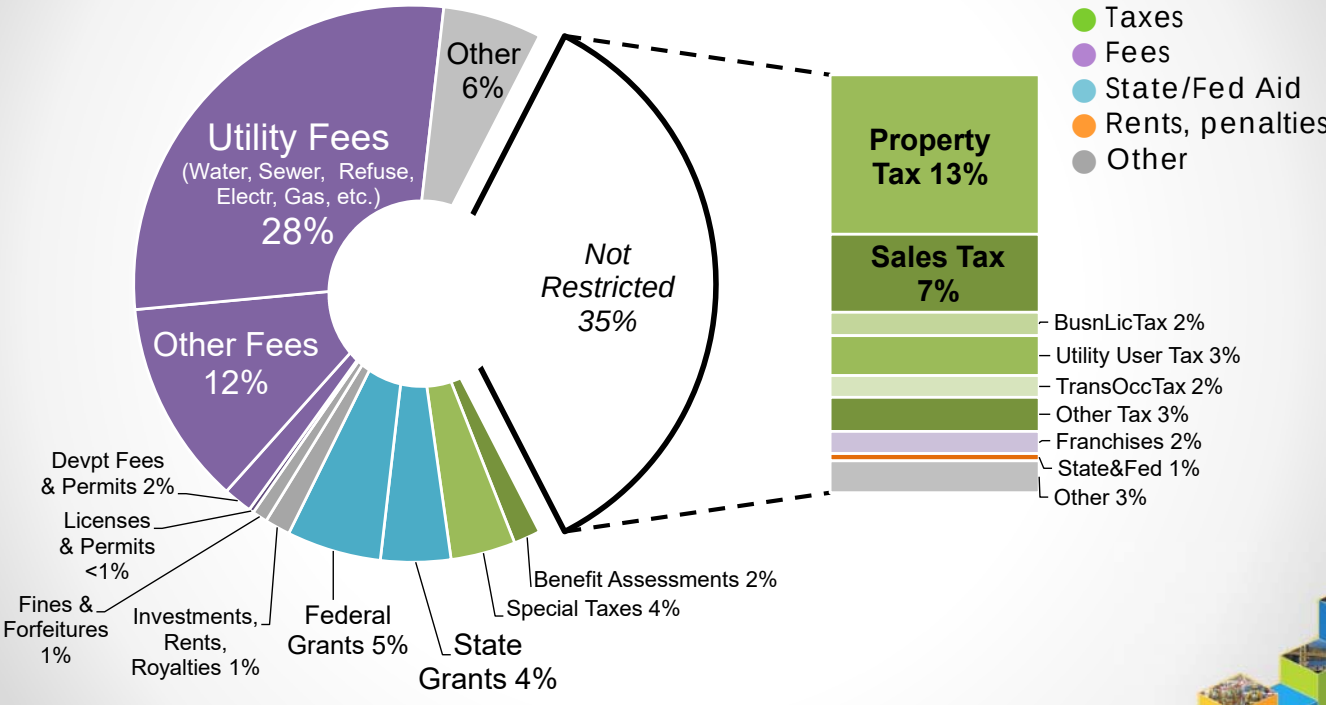


	TAX- General	TAX- Parcel or Special (earmarked)	G.O.BOND (w/tax)	Fee / fine / rent
City / County	Majority voter approval	Two-thirds voter approval	Two-thirds voter approval	Majority of the governing board.*
Special District	n/a	Two-thirds voter approval	Two-thirds voter approval	Majority of the governing board.*
K-14 School	n/a	Two-thirds voter approval (parcel tax)	55% voter approval*	Majority of the governing board.*



The Ins and Outs of State & Local Funds

California City Revenues

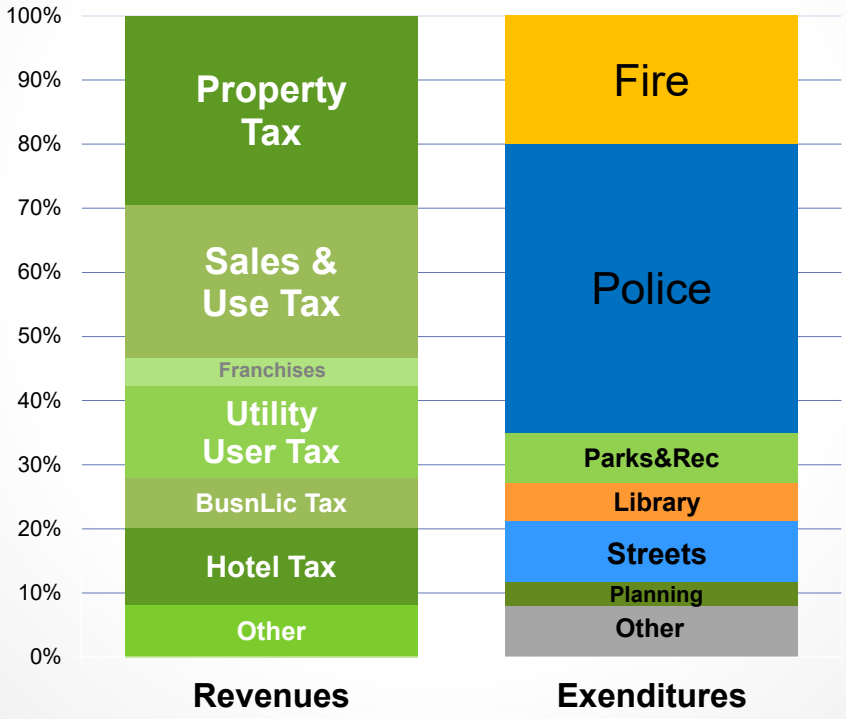


Source: CaliforniaCityFinance.com computations from data from California State Controller (revenues). Does not include data from the following cities that failed to report: Beaumont, Hawthorne, Imperial, La Habra, Lindsay, Placerville, Stockton, Taft, and Westmorland.



Discretionary Revenues and Spending

Typical Full Service City



Source: Coleman Advisory Services computations from State Controller reports

The Ins and Outs of State & Local Funds

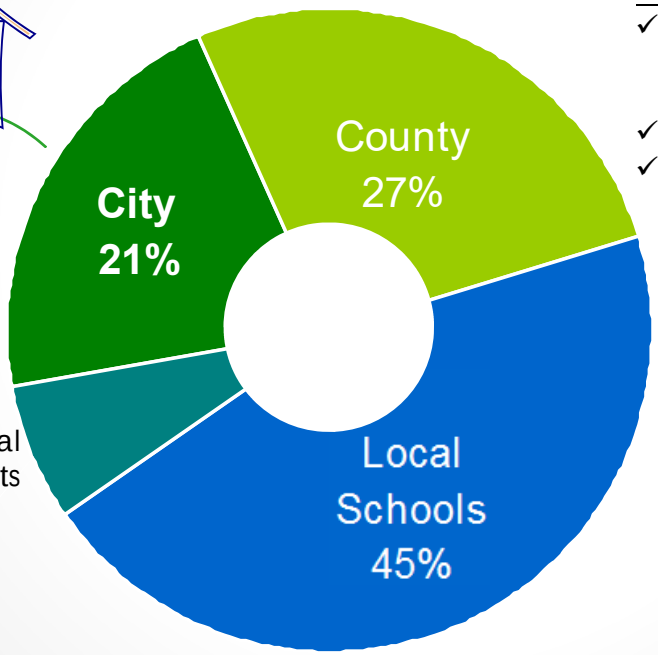
Property Tax



- ✓ An *ad valorem* tax imposed on real property and tangible personal property
- ✓ Maximum 1% rate (Article XIIIA) of assessed value, plus voter approved rates to fund debt
- ✓ Assessed value capped at 1975-76 base year plus CPI or 2%/year, whichever is less
- ✓ Property that declines in value is reassessed to the lower market value.
- ✓ Reassessed to current full value upon change in ownership (with certain exemptions)
- ✓ Allocation: shared among cities, counties and school districts according to state law.

Where Your Property Tax Goes





Shares Vary!

- ✓ *Non-Full service cities: portion of city shares go to special districts (e.g. fire)*
- ✓ *Pre-prop13 tax rates*
- ✓ *Everyone gets Prop-Tax In Lieu of VLF shares – except new cities since 2004.*

Typical homeowner in a full service city not in a redevelopment area.

Includes Property Tax in-lieu of VLF.

Source: Coleman Advisory Services computations from Board of Equalization and State Controller data.

The Ins and Outs of State & Local Funds



Sales and Use Tax

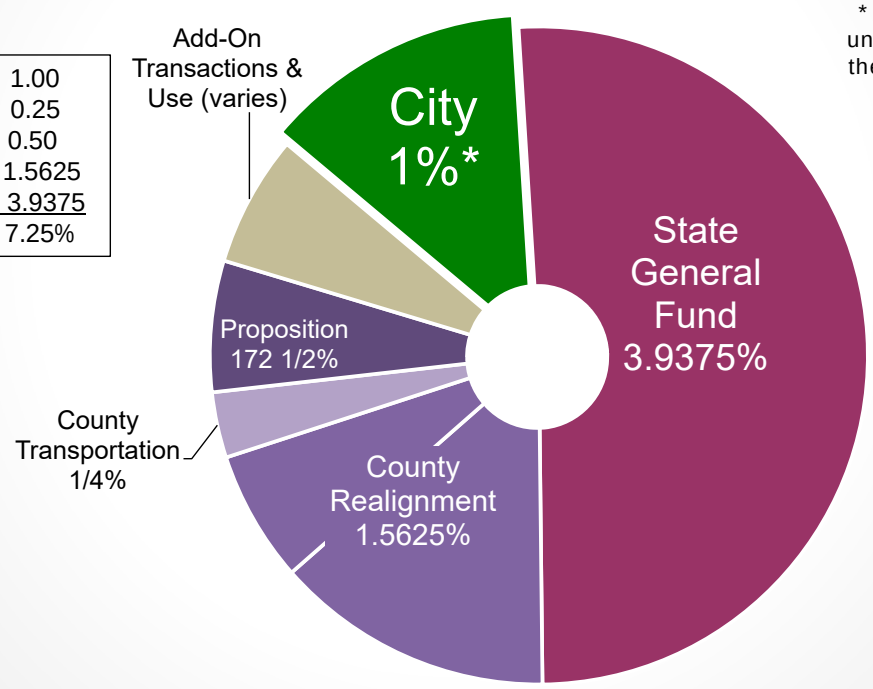
✓**Sales Tax**: imposed on the total retail price of any tangible personal property

✓**Use Tax**: imposed on the purchaser for transactions in which the sales tax is not collected.



Where Your Sales Tax Goes

City*	1.00
Co Transp	0.25
Prop172	0.50
Co Realign	1.5625
State GF	3.9375
Total Base	7.25%



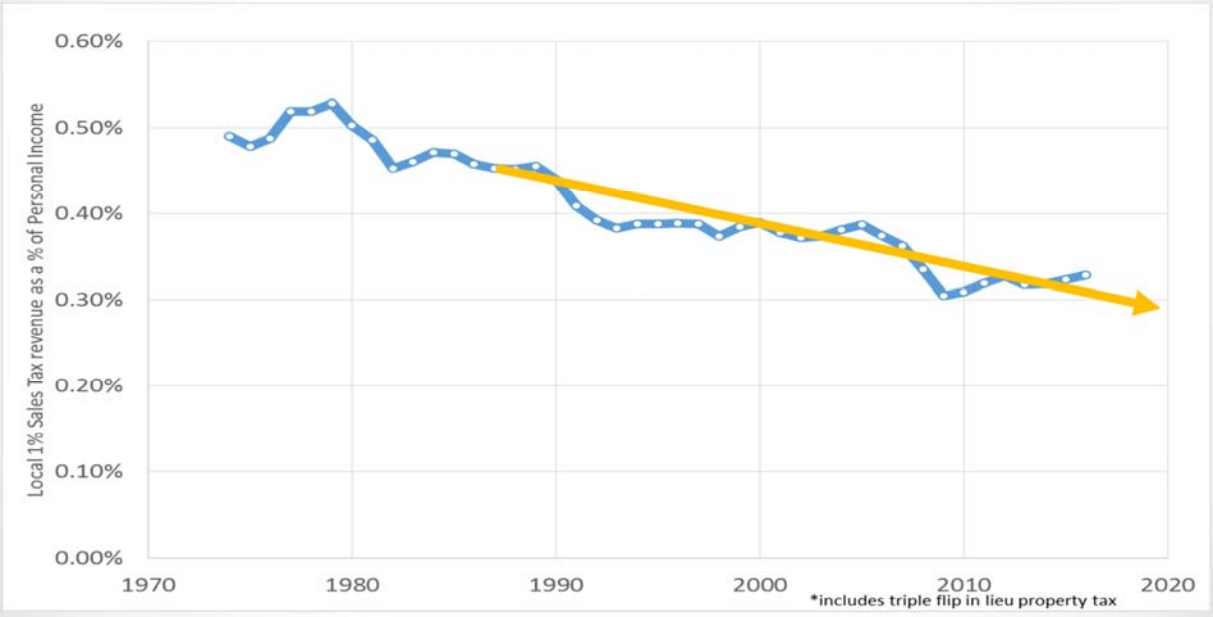
* For taxable sales in unincorporated areas, the local 1% rate goes to the county.

The Ins and Outs of State & Local Funds



Sales Tax Collections

as a percent of statewide personal income



Source: California State Board of Equalization (Sales Tax), CA Dept of Finance (Population), CA Dept of Industrial Relations (CPI)



Budgets and Budget Processes

Christina Turner

- What *is* a budget?
- What is *in* a budget?
- What is a "fund?"
- Capital Improvement Program (CIP)
- Budget process





What *is* a Budget?

- What: A financial plan projecting revenues and expenditures for a defined period of time (usually 1-2 years)
- Types: Operating and Capital

Your budget should:

- Reflect the community's priorities
- Good estimates of revenues/expenses by Fund
- Anchored to Long Term Forecasts (~5 years)
- Provide actual revenue/expense history to gauge accuracy of forecasts!





What is *in* a Budget?

- A ***summary or discussion*** of revenues, expenses, and current economic conditions
- History of ***actual*** revenues and expenses
- Projected ***revenues by type/source***
- Estimates of proposed ***expenditures by function*** (typically by Department)
- Separate budgets for each and every ***Fund***
- Capital Budget – tied to CIP



What *is* a "Fund"?

- A ***fund*** is a self-balancing set of accounts for all financial transactions of specific activities.

- Most agency budgets include the following types of separate ***"funds"***:
  - -General Fund
  - -Enterprise Fund(s)
  - -Special Revenue Fund(s)
  - -Capital Project Fund(s)
  - -Others: debt service, trust, agency, internal service, special assessment



Budget Alternatives

Terms:

- Typical: One Fiscal Year (July 1 – June 30)
- Biennial Budget (two fiscal years)

Types:

- Operating
- Capital

Budget Formats:

- Line Item
- Performance
- Program
- Zero Based



Capital Improvement Program (CIP)

- For infrastructure or capital investment
- Revenues come from a variety of sources:
  - Impact fees, restricted taxes, grants, enterprise operations
- Subject to State Law--bidding process and prevailing wages
- Capital Improvement Program should look forward five years, preferably ten



CIP – Policy & Guidelines

Policy:

- Statement of plans for capital projects
- Specific goals
  - e.g., PCI for roads
- Use of resources

Guidelines:

- preserve an existing asset?
- mitigate health or safety problem?
- mandated by State or Feds?
- contribute to City's economic health?
- available funding for capital plus ongoing operations & maintenance?

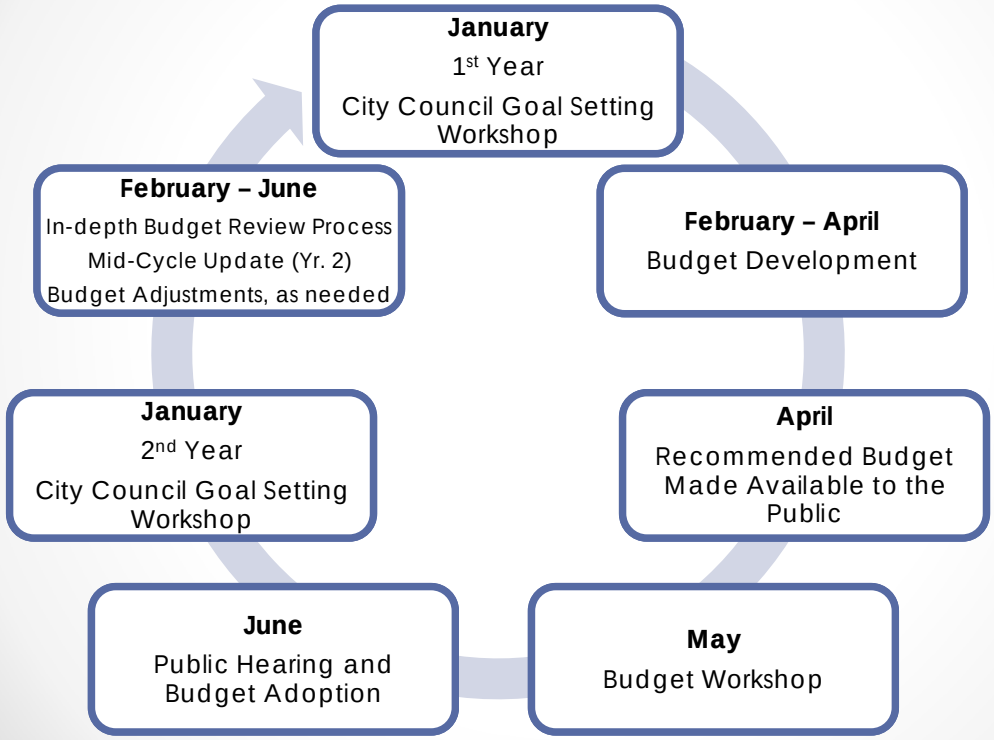


Budget Process

- A budget takes months to prepare
- Performance standards or measures help ensure investment meets desired outcomes
- Your budget calendar and review process *should be meaningful*
- Your process should allow for needed input at the appropriate times
- Each agency does it differently!



Biennial Budget Process





Long-Term Financial Planning

Combines **financial forecasting** with **financial strategizing** to identify **future challenges** and **opportunities**, fiscal imbalances, and strategies to secure **financial sustainability**.

Why?

- Respond to a financial crisis
- Bring financial perspective to planning
- Stimulate long-term thinking
- Stimulate "big picture" thinking
- Address a particular issue or proposal
- Impose discipline
- Demonstrate good fiscal management to all stake holders

Financial Reporting and Auditing



Christina Turner

- The Annual Comprehensive Financial Report (ACFR)
- Letter of Transmittal
- Independent Auditor's Report
- Management Discussion and Analysis
- Financial Statements and Notes
- Supplementary and Statistical Information





Annual Comprehensive Financial Report (The ACFR)

- Letter of Transmittal
- Independent Auditor's Report
- Management Discussion and Analysis
- Basic Financial Statements and Note Disclosures
- Supplementary Information and Statistical Section





Management's Discussion and Analysis (MD&A)

- Narrative overview of Basic Financial Statements
  - Explains components
  - Highlights year-over-year changes
  - Analysis of individual funds
- What to look for:
  - Changes in net position
    - Capital assets vs. unrestricted net position
    - Underlying reasons...One-time occurrences or a trend?
  - Changes in fund balance
    - The change itself is less important than the explanation
  - Analysis of the General Fund



Basic Financial Statements

Government-wide
This is the agency-wide roll-up

Governmental Funds
- General Fund
- Special revenue funds

e.g., impact fee funds

Proprietary Funds
- Enterprise funds

e.g., utilities, etc.

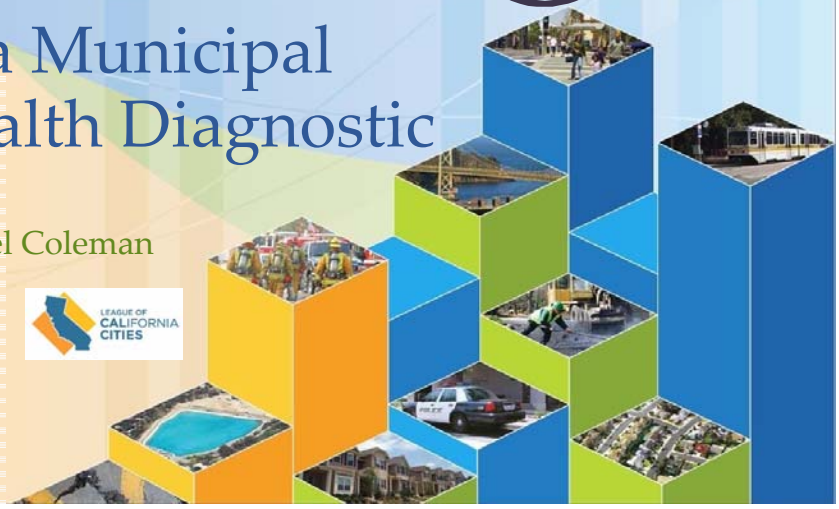
Note: Fiduciary Funds (trust funds, redevelopment dissolution funds, etc.) are a separate component and do not roll-up into the government-wide financial statements.

Diagnosing Municipal Financial Health

Introducing:

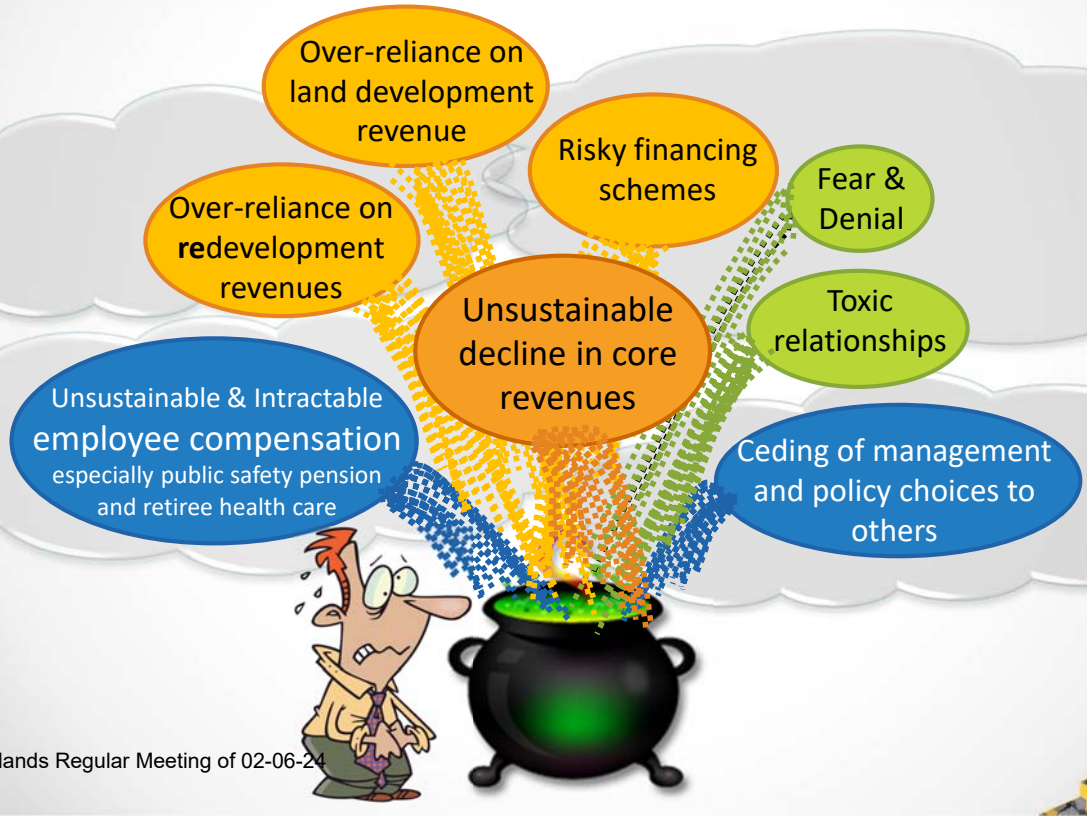
The League of California Cities' California Municipal Financial Health Diagnostic





Michael Coleman

Bad Brew in Troubled Cities



Our Approach



California Municipal Financial Health Diagnostic:

- Get to the primary indicators - useful & essential
  - ✓Leave out extraneous / secondary
  - ✓Add in overlooked & underappreciated factors
- Drill down to the real numbers
- Allow for nuance / clarification / differences
  - ✓Reduce invalid conclusions and comparisons
- Constructive, thoughtful approach

The California Municipal Financial Health Diagnostic



City of Fund:

The California Municipal Fiscal Health Diagnostic Financial Distress Checklist		
Measures	1. The city has recurring general fund operating deficits.	
	2. General fund reserves are decreasing over multiple consecutive years.	
	3. General fund current liabilities (including short-term debt and accounts payable within 60 days) are increasing. Cash and short-term investments are decreasing.	
	4. General fund fixed costs, salaries and benefits are increasing over multiple years at a rate faster than recurring revenue growth.	
	5. The general fund is subsidizing other enterprises or special funds.	
Practices and Conditions	6. The city council's authority to make changes is constrained by charter, contract, or law. (e.g. binding arbitration, minimum spending, minimum staffing or compensation formulas, etc.)	
	7. The general fund budget has been balanced repeatedly with reserves, selling assets, deferring asset maintenance.	
	8. The general fund budget has been balanced repeatedly with short-term borrowing, internal borrowing or transfers from special funds.	
	9. General fund pension liabilities, post-employment or other non-salary benefits have been repeatedly deferred or costs have not been determined, disclosed or actuarially funded.	
	10. General fund debt service payments have been "backloaded" into future years.	
	11. Ongoing general fund operating costs are being funded with temporary development revenues.	
	12. Financial Reports are not being filed on time. (CAFR, Annual Audit, State Controller's Financial Transactions Report)	
	13. Public service levels are far below standards needed in this community.	

*For detailed indicators related to these points see the **Financial Health Indicators**.*

Milestones in Municipal Finance: A Brief History

Michael Coleman

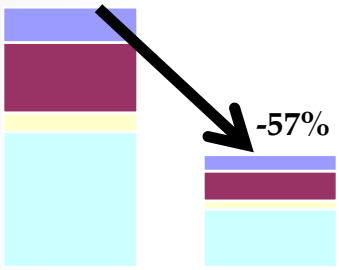


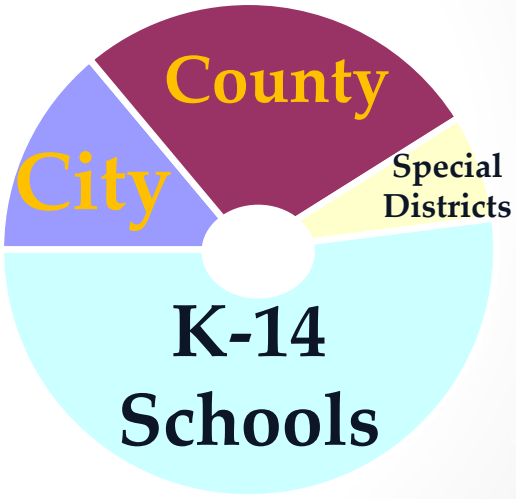
Proposition 13 (1978) nuts & bolts



1. **One percent rate cap.** Property tax rates capped at 1% of full market value
2. **Assessment rollback** of property values for tax purposes to 1975-76 levels
3. **Assessment growth capped** at 2% of property value (or CPI)
   - reassessment at full market value only upon change of ownership
4. **Special taxes** (local) require 2/3 voter approval
5. **State tax increases require 2/3 vote of Legislature**
6. **Authority for allocating property tax revenues transferred to the state**

Proposition 13 (1978) revenue impacts

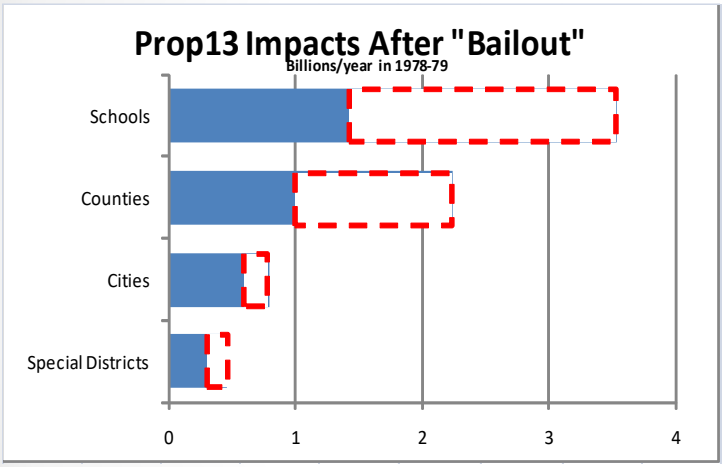




57% reduction

The AB8 (1979) Bailout

Shifting Local Property Tax to Cushion Impacts of Prop13



State General Fund

Schools

Property Tax

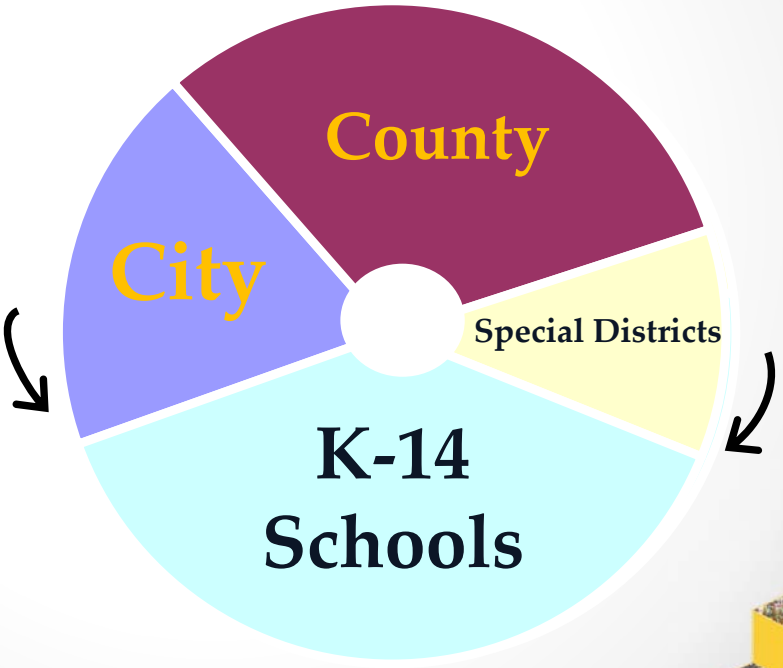
Cities, Counties, Special Districts

Proposition 13 (1978) revenue impacts

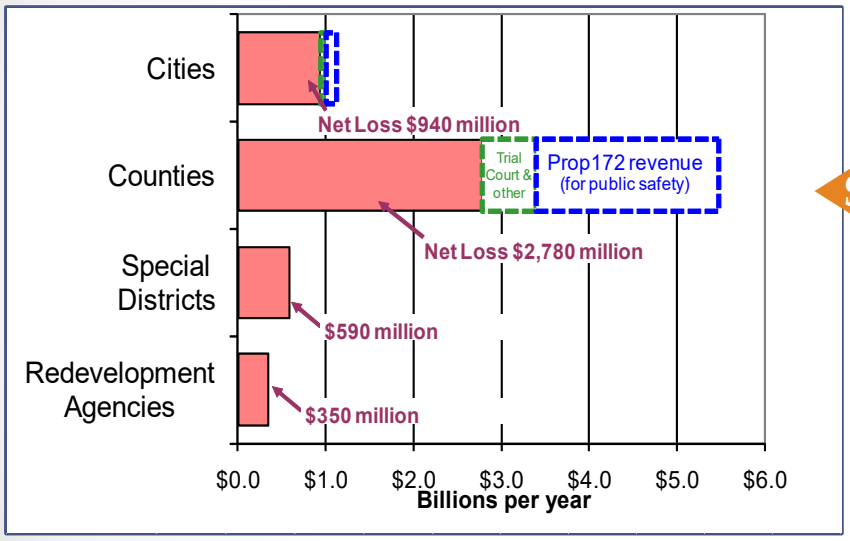
The AB8 "Bailout":

State legislature

- increased non-school shares,
- reduced school shares,
- paid more state general fund to schools.



E.R.A.F.(1992): Shifting Local Property Tax to Save the State General Fund



State General Fund

Reduced general fund support

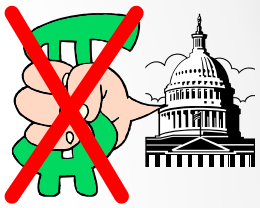
Cities, Counties, Special Districts

Property Tax

Schools

Local Revenue Protection:
Prop1A('04), Prop1A('06), Prop22('10)

Constitutional Protection for:

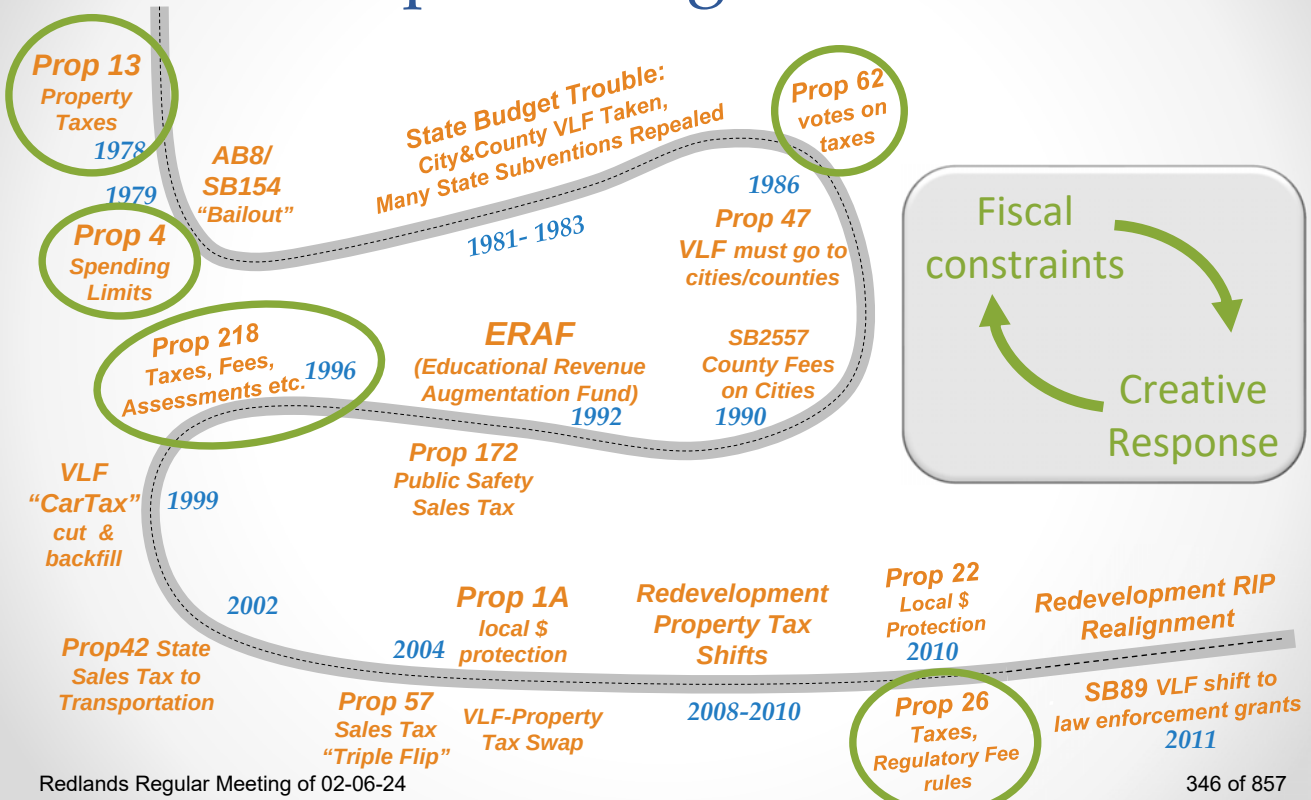


1. **Property taxes: cities, counties, special districts**
   - Protection includes Property Tax in lieu of VLF (VLF swap)
   - May reallocate among cities, counties, special districts with a 2/3 vote of both houses
2. **Local sales tax rate, method of allocation**
   - Exception: interstate compact or federal law
3. **VLF 0.65% rate to cities and counties … unless replaced**
   - VLF may not be diverted to reimburse a state mandate
4. **Transportation Funds to locals – no taking, delay or borrowing**
5. **Prohibitions against unfunded state mandates strengthened**
6. **Redevelopment Tax Increment - may not be diverted for other purposes**



Milestones in Municipal Finance History

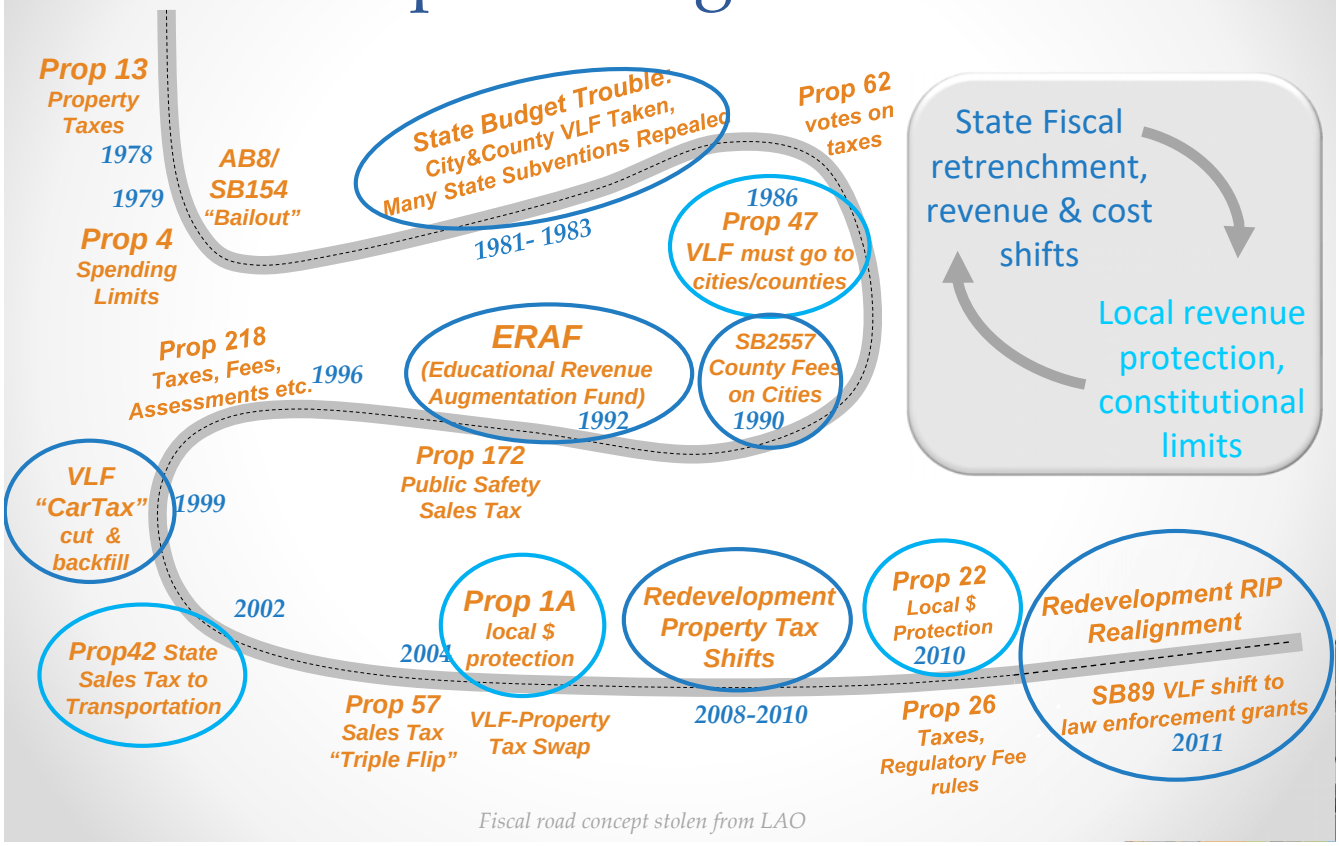
The State-Local Fiscal Relationship: A Rough Road



Fiscal road concept stolen from LAO

The State-Local Fiscal Relationship: A Rough Road

Milestones in Municipal Finance History



Fiscal road concept stolen from LAO

Pensions and Other Post-Employment Benefits (OPEB)



Christina Turner

- Pension Funding
- Employer Contribution Rates
  - What Happened?
- GASB changes
- Other Post Employment Benefits (OPEB)





Retirement Plans

1. Defined Contribution
   - Employees (and/or employers) contribute a fixed amount or a percentage of pay in an account that is intended to fund retirement
2. Defined Benefit
   - Employee benefits are computed using a formula that considers several factors, such as length of employment and salary history





Pension Funding

Defined Benefit Plans are funded from:

1. Contributions from employers
   - Variable based on a variety of factors
2. Contributions from employees
   - Fixed based on pension formula
3. CalPERS investment earnings





Employer Contribution

Two components

- Normal cost
  - Annual cost of future benefit for current employees
  - Expressed as a percentage of pay
- Payment on unfunded accrued liability (UAL)
  - Required when plan liabilities exceed plan assets
  - Expressed as a dollar amount





Employer Contribution (Cont'd)

Many factors cause the employer rate to change, including…

- CalPERS investment earnings
- Benefit changes
  - Formula changes applied retroactively
- Changes in actuarial assumptions
  - Economic, such as the rate of investment return
  - Demographic, such as mortality rates
  - Other experience
    - Pay increases exceeding assumptions



Employer Contribution (Cont'd)

Actuarial Valuation Reports

- Take into account participant data (active, transferred/terminated, retired and beneficiaries) and changes in assumptions
- Provide a snapshot in time of the Plan's assets and liabilities (usually as of June 30th) and funded status
- Determines the required contributions for upcoming fiscal year
- Highlight changes from previous year's valuations
- Risk analysis

Employer Contribution (Cont'd)

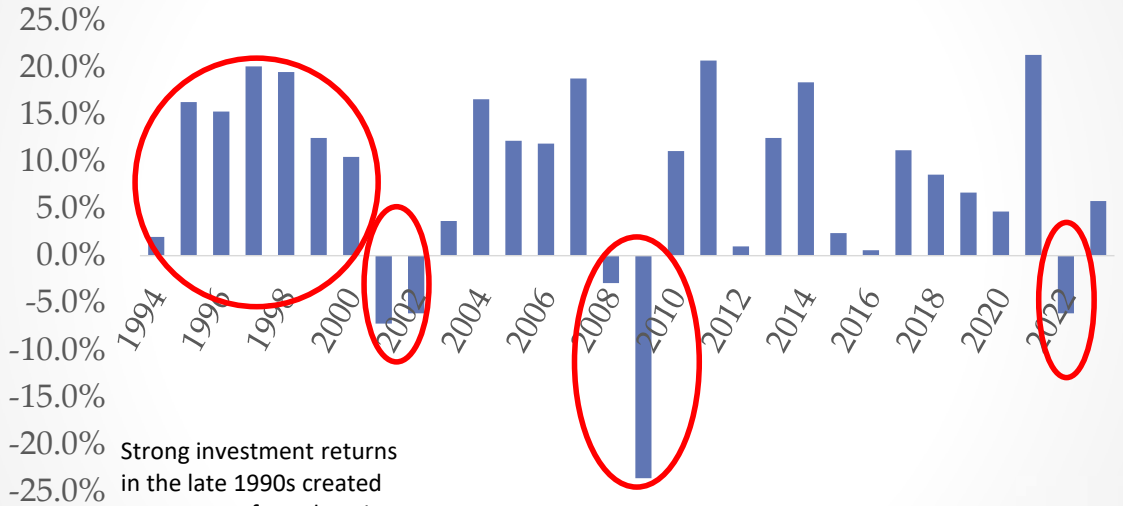
For the City of Morgan Hill Misc. Plan (Does not reflect cost-share)

	Fiscal Year 2023-24	Fiscal Year 2024-25
Normal Cost Contribution as a Percentage of Payroll		
Total Normal Cost	20.15%	19.58%
Employee Contribution[1]	7.84%	7.80%
Employer Normal Cost[2]	12.31%	11.78%
Projected Annual Payroll for Contribution Year	$16,386,705	$18,455,872
Estimated Employer Contributions Based On Projected Payroll		
Total Normal Cost	$3,301,921	$3,613,660
Offset Due to Employee Contributions	1,284,718	1,439,558
Employer Normal Cost	2,017,203	2,174,102
Unfunded Liability Contribution	3,073,625	3,828,005
% of Projected Payroll (illustrative only)	18.76%	20.74%
Estimated Total Employer Contribution	$5,090,828	$6,002,107
% of Projected Payroll (illustrative only)	31.07%	32.52%

Funded Status

	June 30, 2021	June 30, 2022
1. Present Value of Benefits	$158,704,184	$172,312,773
2. Entry Age Accrued Liability	133,868,077	144,537,370
3. Market Value of Assets (MVA)	110,117,841	102,050,429
4. Unfunded Accrued Liability (UAL) [(2) – (3)]	$23,750,236	$42,486,941
5. Funded Ratio [(3) / (2)]	82.3%	70.6%

What Happened?

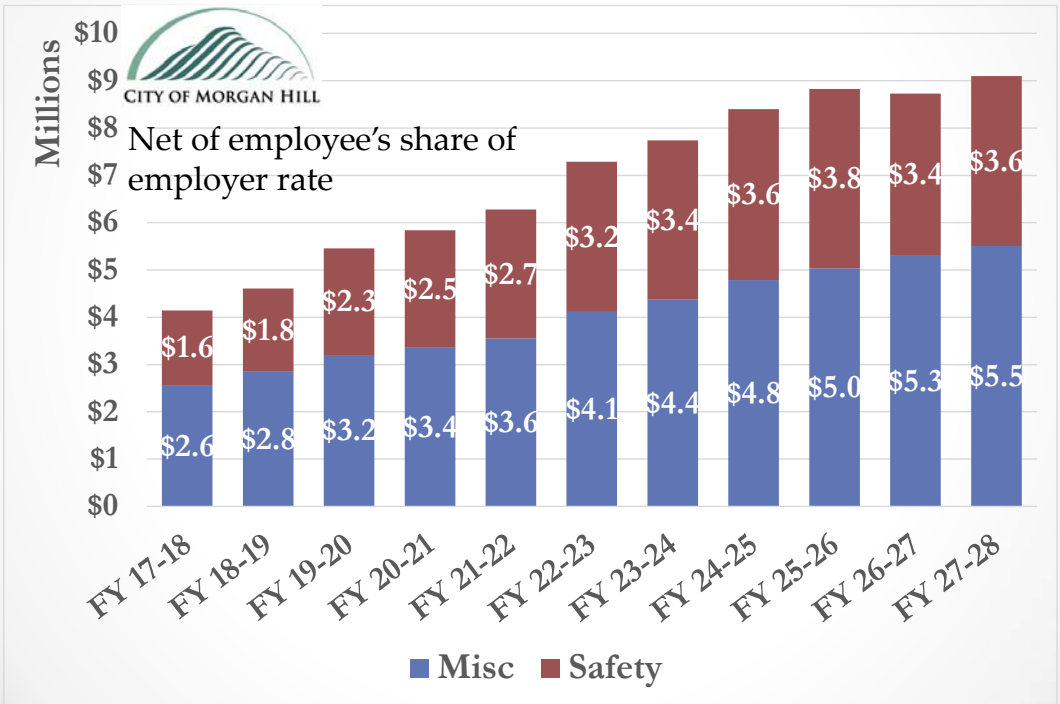


Strong investment returns in the late 1990s created momentum for enhancing benefits

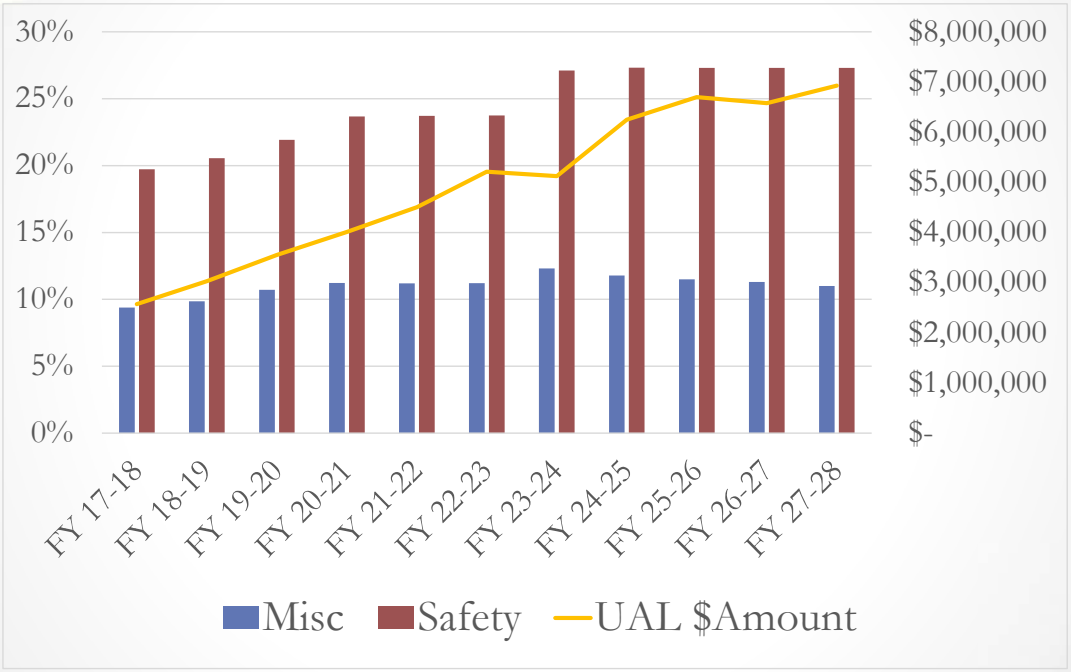
But investment losses combined with more expensive benefits created significant unfunded liabilities

The Cost of Doing Business

CalPERS Payments on the Rise



Contribution Rates



Does not include employee cost sharing

Response

- Some cities implemented new tiers (different retirement formulas)
- Public Employees' Pension Reform Act (PEPRA)
  - Required new tiers for new employees
- Pension obligation bonds- not recommended
- Section 115 Trusts
  - Can only be used for pension costs
- Cost Sharing: Employee sharing in employer contribution rate



Other Post-Employment Benefits (OPEB)

- Retiree benefits other than pension; can include life insurance, medical insurance, etc.
- Largely under-the-radar until GASB 45
  - Difference between Actuarial Required Contribution (ARC) and actual contribution on balance sheet
  - No requirement to fund, but creates visibility
- GASB 75 (effective fiscal year 2017-18)
  - Similar to GASB 68 for pensions
  - Liability needs to be portrayed in the financial statements (full accrual)



Pensions and OPEBs



Other Post-Employment Benefits (OPEB) (cont'd)

- Significant liability for many cities
- Cost continuing to increase
  - More retirees
  - Retirees living longer
  - Increasing healthcare costs



Financial Policies: The Foundation of Fiscal Health



Christina Turner

- Plans versus Policies
- Topics for Financial Policies
- Policy versus Practice: Make 'em Work
- Policies and Financial Ratings
- The Importance of Evaluating Long Term Financial Health



61



Plans versus Policies

- Plans can change over time
  (like … as soon as the ink is dry)
- Policies, however,…
  - Act as your "north star," guiding your actions
  - Make tough decisions easier by formalizing values and procedures before a crisis hits
  - You could decide to do something else
  - Bottom line… good policies always give you a starting point





Financial Policy Topics

- Balanced Budget
- User Fees & Cost Recovery
- Enterprise Funds: To subsidize or not?
- Fund Balance & Reserves
- Budget Amendments
- Budget Carryover
- Revenue Earmarking
- Capital Financing & Debt Management
- Financial Reporting
- Investments
- Purchasing, bidding, contracting
- Travel guidelines
- Credit Card Use



Formal Policies

Put financial policies in writing so that they:

- Can outlive the crisis … or prepare you for one
- Promote stability and continuity
- Create efficiency through standardization
- Save you debt service costs
- Don't rely on an individual to interpret best practices
- Help with your ACFR process and reduce audit findings



Crucial Point: Policy versus Practice

- Policy should include specific objective but not detailed steps in meeting that objective
- Make policy brief and concise.
  - Example: "User fees should be reviewed and adjusted at least annually to avoid sharp changes."
- Include "how to" steps in administrative procedure, if necessary.
- Leave exact steps of review/adjustment to staff.



Capital Financing

- Methods of Financing
- Types of Bonds





Methods of Financing

Methods	Pros	Cons
Pay-as-you-go	• Future funds are not tied up in servicing debt payments • Interest savings put to other projects • Greater budget transparency • Avoid risk of default	• Long wait time for new infrastructure • Large projects may exhaust agency's entire budget • Inflation risk
Debt Financing (Bonds)	• Infrastructure is delivered when needed • Spreads cost over useful life of asset • Increases capacity to invest • Beneficiaries pay for projects	• Potentially high borrowing rate • Debt payments limit future budget flexibility • Generations forced to service debt requirements
Public Private Partnerships (P3)	• Risk transfer • External funding • Lower operating costs, and higher revenues • Improved user experience • Accelerated project delivery	• Loss of operational control • Changes in scope or performance standards • Non-transferable risks (changes in laws, 3rd party governmental agencies etc.)



Types of Municipal Bonds

- General obligation bonds
  - IOU issued by governmental entity to finance large projects
  - Backed by property tax revenue, to repay bonds over 20–30-year period
  - Can increase property tax to repay but requires 2/3rd voter approval
  - Generally done to acquire or improve real property
  - Example: parks, roads, school facilities etc.

- Revenue bonds
  - Issued to acquire, construct or expand public projects
  - Backed by fees or charges and paid from income generated by the facility or related service
  - Example: Water/Wastewater infrastructure financing

Top Tips

Michael Coleman



Top Tips for Financial Management

1. Obtain **key documents**:
   - ❖ Annual Operating Budget
   - ❖ Capital Improvement Program
   - ❖ Annual Comprehensive Financial Report (ACFR)
   - ❖ Long Range Financial Plan
   - ❖ Interim Financial Reports
   - ❖ Investment Reports



2. Develop and Use **Financial Policies**.

3. Know the difference between a "one-time" solution versus a "defer" solution versus a "sustainable" solution
   - ✓ One-time solutions fix a current problem, but not an on-going one.
   - ✓ Deferrals "put-off" a problem by fixing a one time problem but create as much or more added costs in future years.
   - ✓ A sustainable solution fixes an on-going budget problem now and into the future.

Top Tips for Financial Management



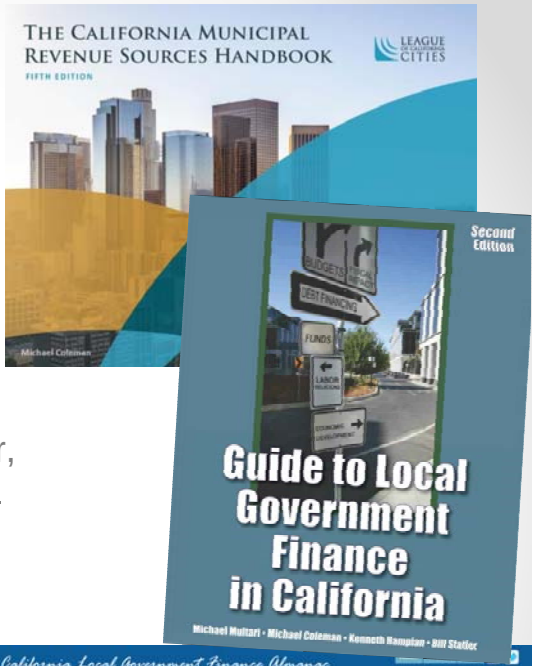
4. **Ask hard questions** about programs:
   1) What is the purpose of this program? Why is it needed?
   2) What are the specific intended outcomes of this program?
   3) What are the measurable objectives?
   4) What are the cost components: personnel, contracts, supplies, equipment, etc.?
   5) How will the costs of this program change in the future?
   6) What are the alternative service delivery approaches?
   7) Where will the money come from to pay for this?
   8) What are the consequences of not doing this program?

5. Avoid unsustainable budget practices including:

- Exhaust the reserves
- Freeze vacant positions
- Make across the board cuts
- Defer equipment purchases
- Defer essential maintenance
- Long-term formula driven spending
- Defer pension or capital funding contributions
- Eliminate training
- Borrow from other funds
- Ignore the small cuts



Resources



- ✓ Michael Coleman, The California Municipal Revenue Sources Handbook, 2019 Edition.
- ✓ Coleman, Hampian, Multari, & Statler, Guide to Local Government Finance in California. Solano Press.
- ✓ *Government Finance Officers Association GFOA.com*
- ✓ *The California Municipal Finance Almanac*
  www.CaliforniaCityFinance.com



The California Municipal Revenue Sources Handbook

FIFTH EDITION



LEAGUE OF CALIFORNIA CITIES

Michael Coleman

Excerpts from ...

THE CALIFORNIA MUNICIPAL REVENUE SOURCES HANDBOOK, FIFTH EDITION

Michael Coleman

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THE CALIFORNIA MUNICIPAL REVENUE SOURCES HANDBOOK

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Chapter 1



MILESTONES IN MUNICIPAL REVENUES:

A Historical Perspective

The backdrop of any discussion of municipal revenues must be the state-local relationship and the provisions of the California Constitution that govern the relationship. This relationship has evolved over time, marked in recent decades by several landmark constitutional amendments. Consequently, today's municipal revenue landscape is not the same as your grandmother's or even your mother's.

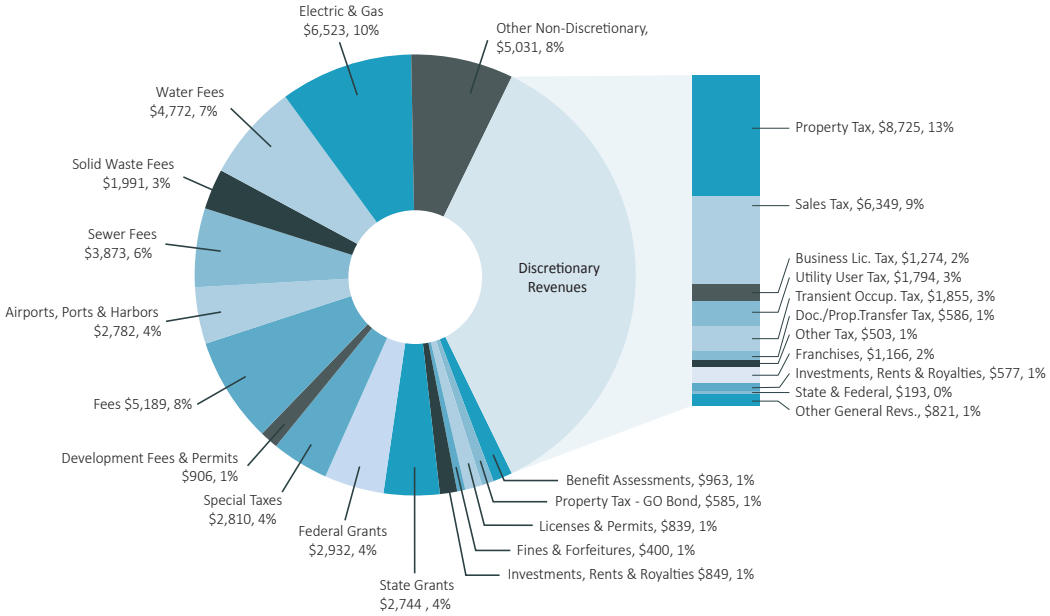
In California's early years of statehood, local government authority was strictly controlled by the state government, and local affairs were the frequent subject of meddling by the Legislature. California governors and legislators often displayed a deep distrust of local affairs, while local officials sought more latitude in municipal policy and public services.

The 1879 California Constitution

Thirty years after California's admission to the union, the second (and current) California Constitution was adopted by the Constitutional Convention during a turbulent period in the state's political history. That adoption created, for the first time, substantial and meaningful home rule for California's local governments. The 1879 Constitution included five provisions limiting the power of the Legislature to interfere with the affairs of cities and vested in cities extensive powers of self-government. This Constitution prohibited the state from imposing a tax for local purposes, but enabled the state to authorize local governments to impose them.

California City Revenues

FY 2016–17 (excluding the city and county of San Francisco)



Source: Author's computations of data reported to California State Controller.

Over the next several decades, local taxation authority was expanded to general law cities. In 1903, in a case upholding the City of Los Angeles' business license tax, the California Supreme Court stated unequivocally that local taxation is a municipal affair under article XI, §5 of the California Constitution. Later, in 1982, the Legislature conferred on general law cities by statute the authority to adopt any tax that could be adopted by a charter city.

A 1910 ballot measure known as the "Separation of Sources Act" made the property tax a local government revenue source and established the principle of separate revenue sources for state and local governments. The property tax was ideally suited to fund critical local general services such as law enforcement, jails, fire protection, parks, libraries, schools, hospitals and public health. This concept of the property tax as the largest, most durable and essential source of local government funding would stand for 68 years, until Proposition 13 drastically altered California local government finance.

In 1914, the California Constitution was amended to provide charter cities with the authority to "make and enforce laws and regulations in respect to municipal affairs, subject only to the restrictions and limitations provided in their several charters." It established the power of charter cities to adopt their own laws with respect to municipal affairs, including flexibility in organizational and program design, latitude to regulate certain activities and the authority to determine spending levels and priorities. But local authority in municipal affairs remained subject to state pre-emption as to matters of statewide concern. In the event of a conflict between a charter city law and state law, the court must decide whether the state law prevails (because it is a matter of statewide concern) or the local law prevails (because it is a municipal affair). Thus, the dynamic interpretation of "matters of statewide concern" and "municipal affairs" controls the scope of home rule.

Statewide Concerns and Municipal Affairs

Although cities achieved greater local fiscal authority to determine service levels and levy local taxes and charges, state fiscal rules and constraints have often dominated. In 1935, the state pre-empted the local taxation of motor vehicles as real property and established a statewide uniform value-based tax on motor vehicles, known as the "motor vehicle in-lieu tax" or Vehicle License Fee (VLF), which it then allocated to cities and counties based on their share of county population.

In 1955, the Legislature passed the Bradley-Burns Uniform Sales and Use Tax Act, pre-empting then-existing local sales taxes and providing for a uniform, statewide system of sales taxation and collection. The Bradley-Burns Act authorized cities to adopt local sales and use tax rates up to 1 percent of taxable sales transacted in their jurisdictions to be administered and allocated by the state. The amounts of revenue remained intact, and the use of those revenues remained at local discretion.

These changes attempted to strike a balance between accommodating the needs of the modern industrial economy for uniform practices and procedures with California's continuing commitment to meaningful local control of local government finance. They also attempted to address the important issues of taxpayer ease, uniformity and simplicity, but had the accompanying effect of centralizing fiscal authority with the Legislature and Governor while constraining local fiscal authority.

Through both Democratic and Republican administrations in the 1950s and 1960s, federal and state policy initiatives meant additional money and additional incentives, but also additional mandates for municipalities. In 1972, the Legislature responded to the vocal concern of local government over the costs of state mandates by passing SB 90 (Chapter 1406, Statutes of 1972), requiring the reimbursement of costs to local agencies for state-mandated programs. The following year, the Legislature required cost estimates of all legislation having a financial impact on local government. In 1979, mandated reimbursement, as required in SB 90, was added to Article XIII B of the California Constitution as a part of Proposition 4. The obligation to reimburse was further strengthened by Proposition 1A in 2004.

Property Tax Limits and Voter Approval of Special Taxes: Proposition 13 (1978)

In 1978, a simple majority of California voters approved Proposition 13, seeking property-tax relief and uniformity, but with far-reaching consequences, some unintended. Proposition 13 reduced property tax revenues by more than half and effectively abolished any local control with regard to the property tax. Local governments still have wide latitude on the spending of the remaining revenues they receive, but the allocation of the tax is controlled by the Legislature. Occasional proposals by the Legislative Analyst or individual policymakers to delegate more authority over property tax allocation to local governments tend to be met with resistance from local officials who fear the local conflicts and power struggles that would ensue in nearly any discussion of revenue reallocation.

Six Provisions of Proposition 13 Affecting Local Finance

1. **One percent rate cap.** Proposition 13 capped, with limited exceptions, property tax rates at 1 percent of full cash value at the time of acquisition. Prior to Proposition 13, local jurisdictions independently established their tax rates and the total property tax rate was the composite of the individual rates.
2. **Assessment rollback.** Proposition 13 rolled back property values as determined for tax purposes to their FY 1975–76 level.
3. **Reassessment upon change in ownership.** Proposition 13 replaced the practice of annually reassessing property at full cash value with a system based on cost at acquisition. Under Proposition 13, property is assessed at market value for tax purposes only when it changes ownership. Subsequent annual values are limited to this "base year" amount plus an annual growth factor of 2 percent or Consumer Price Index (CPI), whichever is less.
4. **Responsibility for allocating property tax transferred to the state.** Proposition 13 gave state lawmakers responsibility for allocating property tax revenues among local jurisdictions. Prior to Proposition 13, jurisdictions established their tax rates independently and their property tax revenues depended on the rate levied and the value of the property located within the boundaries of the jurisdiction.
5. **Voter approval for special taxes.** Proposition 13 requires two-thirds voter approval for taxes raised by local governments for a designated "special" purpose.
6. **Taxes imposed by the Legislature require a two-thirds vote of the Legislature.**

Prior to Proposition 13, effective total property tax rates varied, but averaged about 2.5 percent of market value. The 1 percent limitation and the rollback to FY 1975–76 assessed values resulted in an immediate 57 percent reduction in property tax revenues statewide.

In FY 1979–80, the Legislature used its authority to allocate property tax revenues to cushion the fiscal impact of Proposition 13 on local governments. In what is often called the "bailout," the state was able to shift about $2.7 billion of annual ongoing financial resources to local governments in part because of the state's $5 billion surplus (about 40 percent of annual revenues) and the $1 billion-plus annual revenue boost it received from higher personal income taxes due to lower taxpayer deductions for property taxes. As a result, city property tax losses from Proposition 13 were about 28 percent less than they might have been.

In addition to the bailout, the Legislature established a system for allocating property taxes. In what was intended as a permanent resolution to the issue of how to distribute significantly reduced property tax revenues, this solution, AB 8 (Chapter 282, Statutes of 1979), reduced school shares of property tax revenues and gave cities, counties and special districts greater shares. In return, the state assumed a larger financial responsibility for K-14 schools. The state also increased its share of costs for a number of social service and health programs operated by counties.

Effects of Proposition 13	Trends in California Municipal Finance
• Lowered tax burden for elderly and low-income homeowners (proportionate to income) • Disparate treatment of similarly situated properties • Disconnect between service costs and revenues deters balanced planning • Local agency property tax revenues cut by nearly 60 percent • Tax rates and shares out of sync with service demands • Greater reliance on state General Fund for county and school spending • Cities and counties increased reliance on fees and local taxes	• Decline in predictable discretionary funding for key services • Sales tax revenues decreasing in service-oriented economy • Population growth increasing service demands • Public safety and homeland security costs increasing • Infrastructure cracking under neglect • New technologies leading to new infrastructure demands • Environmental degradation (air and water pollution) requiring expensive mitigation • Continued fragmentation of local finance among overlapping agencies

Despite these efforts to cushion its impact, Proposition 13 dealt a major blow to local fiscal autonomy. As the California Supreme Court noted in its 1991 decision upholding AB 8's property tax apportionment system, Proposition 13 "prevails over the preexisting taxing power" of cities. In a 1994 ruling upholding the state's shift of property tax revenues from local governments (the infamous educational revenue augmentation funds (ERAF) shift), the court noted that the taxing powers of local governments are "derived from the Constitution upon authorization by the Legislature." The state was handed the authority to determine each local agency's share within the 1 percent umbrella for all taxing agencies. There is no local authority to reallocate property tax revenue among local agencies (even those providing "city" services such as fire, parks or libraries). Thus, where once a community could devote more or less property tax revenue to fire services versus libraries versus schools, now all communities are constrained by taxing decisions made by leaders of a generation ago, when California was a very different place socially, economically and politically.

By capping the property tax rate at 1 percent, Proposition 13 denied even local voters the authority to impose a higher property tax. The only exception to the 1 percent cap in Proposition 13 was for indebtedness approved prior to July 1, 1978. This effectively repealed the authority of a local agency to, with two-thirds voter approval, levy a rate to repay bonded indebtedness, authority which was established in the 1879 California Constitution. In 1986, California voters altered that aspect of Proposition 13 with the passage of Proposition 46, restoring the authority of local agencies, with two-thirds voter approval, to enact a property tax rate override to repay bonded indebtedness issued for the acquisition or improvement of real property.

The Gann Limit

Following up on their success at limiting taxes, taxpayer advocates in 1979 convinced California voters to approve a measure aimed at limiting government spending. Conceived by tax activist Paul Gann, Proposition 4 set tax expenditure limits on the state and local governments based on the proceeds they received from taxes in FY 1978–79, increasing with changes in population and inflation. In any year, an agency may not appropriate tax proceeds in excess of this limit unless an override, lasting a maximum of four years, is approved by a majority of voters. In 1990, voters approved Proposition 111, which, among other things, altered the spending limit, making the limit more accommodating of local revenue growth.

The 1980s: State Fiscal Retrenchment, Local Fiscal Innovation

In the years following Proposition 13, local governments faced substantially constrained revenues both from reduced property tax revenues but also from substantial reductions in state and federal aid. The state, after shifting resources to cushion the local impact of Proposition 13, found itself at times in fiscal trouble and repealed various state aid programs and even shifted local revenues to state coffers. Over the fiscal years 1981–82, 1982–83 and 1983–84, the state shifted more than $700 million of VLF revenues from cities, revenue that had never before gone to the state General Fund.[1] During these years, the state also repealed an assortment of local aid subventions including: the Highway Carriers Uniform Business Tax, Liquor License Fees, Financial Aid to Local Agencies (bank in-lieu subvention) and Business Inventory Exemption Reimbursements. Most of these payments had been put in place to reimburse local governments for the state establishing a uniform statewide tax in lieu of local taxes or the state exempting some category of taxpayers.

Local governments responded by increasing various fees to recover full costs and eliminate subsidies. They sought out ways to raise existing taxes such as business licenses and hotel taxes. Many adopted new taxes such as utility user taxes, admission and parking taxes. With statutory authorization from the Legislature, they adopted new forms of assessments to provide needed funds for such things as streets, parks, lighting and landscaping.

The Courts Weaken Local Fiscal Authority

Meanwhile, local control over fiscal matters continued to weaken. Proposition 13 had shifted the power to allocate what had been the number one source of discretionary local revenue, property taxes, to the Legislature. Subsequent court decisions further weakened local fiscal

autonomy. In 1991, the California Supreme Court gave the state wider latitude to define a "matter of statewide concern" at the expense of home rule authority in fiscal affairs. In *California Federal Savings & Loan v. Los Angeles*, the court acknowledged that local taxation is generally a municipal affair, but declared the state's system of taxation of financial institutions to be a matter of statewide concern. The court concluded that the conflicting charter city measure ceased to be a municipal affair and the Legislature was not prohibited by the Constitution from addressing the statewide dimensions of its own enactments. Assuming that financial institutions should be subject to a limited amount of taxation, the state decided that permitting local governments to receive a portion of these revenues through local taxation would interfere with the state's ability to raise revenues for its own purposes.

Majority Vote for Taxes in General Law Cities and Counties: Proposition 62 (1986)

Reacting to the various forms of new local taxes and increases in fees in the wake of Proposition 13, the Howard Jarvis Taxpayers Association and other taxpayer groups responded with several follow-up initiatives. Proposition 62, a statutory initiative, passed in November 1986, restating the super-majority vote requirement for special taxes, imposing a majority vote requirement for general taxes, and prohibiting the imposition of taxes on the transfer of real estate. For nearly a decade, the applicability of Proposition 62 remained uncertain in the face of various court cases. Most provisions were eventually superseded by Proposition 218 in 1996.

Educational Revenue Augmentation Funds

The most dramatic example of the shift of power from local governments to the state is the Legislature's use of local property tax to balance the state's budget troubles beginning in the early 1990s.

Despite major changes in local priorities and needs, the apportionment formulas for property taxes had remained largely unchanged since AB 8. In 1978, neither the pundits nor the authors of Proposition 13 envisioned the Legislature using the power to allocate local property tax revenue given to it by Proposition 13 as a means to take local tax revenues to meet its own financial needs. But in 1992, facing a serious state General Fund deficit, the state Legislature turned to these powers as a remedy.

To meet its obligations to fund education at specified levels under the Proposition 98 educational funding formulas, the state enacted legislation that shifted partial financial responsibility for funding education to local government (cities, counties and special districts). The state did this by instructing county auditors to shift the allocation of local property tax revenues from local government to educational revenue augmentation funds (ERAFs), directing that specified amounts of city, county and other local agency property taxes be deposited into these funds to support schools.

In FY 2011–12, the annual impact of the ERAF shift was a shortstopping of some $7.3 billion from cities, counties, special districts and the citizens those entities serve. Counties have borne some 74 percent of this shift; cities have borne 16 percent.

The state has provided some funding to local governments that is considered by most to be mitigation of ERAF. However, the vast majority of these funds are earmarked for particular purposes. Moreover, a relatively small portion of these funds has gone to cities. In 1992, California voters approved Proposition 172, which provided sales tax funding for police, fire and other public safety programs. (See section 6.05 of Chapter 6.) In FY 2011–12, Proposition 172 funds provided only $2.5 billion annually to local government, leaving a $4.8 billion net ERAF gap. Considering all state subventions that the Legislative Analyst defines as "ERAF mitigation," the net ERAF impact on cities was nearly $900 million in FY 2017-18.[2]

As a part of the budget agreement that put Proposition 1A of 2004 on the ballot to protect city revenues from additional shifts and state takeaways, cities, counties and special districts agreed to contribute an additional $1.3 billion per year in FY 2004–05 and FY 2005–06. Although these ERAF III shifts ended in FY 2006–07, the original ongoing shifts that began in fiscal years 1992–94 have not been reduced.[3]

Voting on Taxes, Assessments and Property Related Fees: Proposition 218 (1996)

In November 1996, California voters approved Proposition 218, expanding restrictions on local government revenue raising by adding Article XIII C and Article XIII D to the California Constitution. The measure allows voters to repeal or reduce taxes, assessments, fees and charges through the initiative process; reiterates the requirement for voter approval for both "special taxes" and "general taxes;" and imposes procedural and substantive limitations on benefit assessments imposed on real property and on certain types of fees.

Proposition 218:

- Establishes a clear constitutional standard distinguishing locally imposed general taxes from special taxes and imposing a majority voter requirement for general taxes (which had already existed for general law cities under Proposition 62) and a supermajority requirement for special taxes (which had already existed under Proposition 13);[4]
- Provides citizens with the power to repeal taxes, assessments, fees and charges that are subject to Proposition 218;
- Establishes a formal balloting procedure for the adoption of benefit assessments imposed on property;
- Requires a distinction between special benefits and general benefits with regard to assessments and prohibits the funding of general benefits from property assessments;
- Requires the assessment of public property within an assessment district;
- Places the burden of proof for demonstrating special benefit on the local agency imposing the property assessment; and
- Establishes a new category of fees called "property-related fees" and requires new approval procedures and substantive provisions for those fees.

Constitutional Protection of Local Revenues: Proposition 1A (2004) and Proposition 22 (2010)

Reacting to continued state shifts of local property tax revenues, the deterioration of local control of fiscal matters and the substantial limitations imposed by Proposition 218, the League of California Cities, the California State Association of Counties (CSAC) and the California Special Districts Association (CSDA) crafted a local revenue protection initiative, Proposition 65, and garnered enough signatures to qualify the proposition for the November 2004 ballot. Gov. Arnold Schwarzenegger, who had recently taken office in the November 2003 recall of Gov. Gray Davis, immediately signaled his opposition to the measure but a willingness to support a new mutually crafted local revenue protection measure as a part of a larger state-local fiscal restructuring package to include local contributions to assist the state budget problem over two years.

With the active involvement of legislative leadership, the Schwarzenegger Administration, the League, CSAC and CSDA worked on an alternative to Proposition 65 that became Proposition 1A. The Legislature placed the measure on the November 2004 ballot. As part of the 2004 state-local agreement, the state shifted $1.3 billion of local property tax revenues in FY 2004–05 and again in FY 2005–06 (known as ERAF III). In addition, the state General Fund backfill to cities and counties for state cuts of the VLF was eliminated and instead cities and counties were given additional annual property tax revenues. See section 6.01 of Chapter 6. Finally, local government associations agreed to abandon support of Proposition 65 and Governor Schwarzenegger agreed to actively support Proposition 1A.

In November 2004, the voters of California approved Proposition 1A with an unprecedented 84 percent of the yes vote, constitutionally protecting major city revenues from additional shifts to the state and strengthening local governments' ability to get reimbursement for unfunded mandates. In 2010, voters passed another measure to protect local government finances. Proposition 22 prohibits the state from borrowing, delaying or taking certain funds allocated to local

governments and eliminated a provision of Proposition 1A allowing the state to borrow a limited amount of property tax revenue under certain conditions. Together, these measures:

- Strengthen prohibitions against unfunded state mandates by requiring the state to suspend state mandates in any year the Legislature does not fully fund those laws.[5]
- Expands the definition of state mandate to include transfer of responsibility of a program for which the state previously had full or partial responsibility.
- Prohibits the state from:
  - Reducing the local Bradley-Burns Uniform Sales and Use Tax rate or altering its method of allocation. Exception to comply with federal law or an interstate compact;
  - Decreasing VLF revenue from the 0.65 percent rate without providing replacement funding to cities and counties;
  - Shifting property taxes from cities, counties or special districts;
  - Failing to reimburse cities and counties for the 0.25 percent local sales tax shifted under the Proposition 57 Sales Tax Triple Flip; and
  - Borrowing, delaying or taking motor vehicle fuel tax allocations, gasoline sales tax allocations, public transportation account funds or redevelopment agency property tax increment.

Sales and Use Tax Rate and Allocation Method. Generally, revenue from the 1 percent Bradley-Burns Local Sales and Use Tax is allocated to the city in which the sale occurs, or, if in an unincorporated area, the county. Proposition 1A prohibits the Legislature from reducing the local sales tax rate or changing the method of allocation of local sales tax revenues. Proposition 1A permits the Legislature to change the method of allocation in order to comply with federal law or an inter-state compact.

Local Transactions and Use Tax Authority. Proposition 1A prohibits the state from restricting the authority of a local government to impose transactions and use taxes pursuant to Revenue and Taxation code §7251 or altering the method of allocation of these tax revenues.

Local Sales Tax Reduction Under the Proposition 57 Triple Flip. In March 2004, California voters approved Proposition 57, the California Economic Recovery Bond Act. Legislative provisions implementing Proposition 57 authorized the state to reduce local sales tax and replace it with a state special fund sales tax to repay the bonds effective July 1, 2004. The so called "triple flip":

1. Reduced the Bradley-Burns Local Sales and Use Tax Rate by one-quarter cent and simultaneously increased the state's sales tax rate by one-quarter cent to fund fiscal recovery bond repayment;
2. Repaid to cities and counties with additional local property tax previously allocated to local schools; and
3. Repaid to local schools with state General Fund.

Proposition 1A prohibits the Legislature from extending this reduction in local authority to impose the full Bradley-Burns Sales and use tax rate beyond the period necessary to repay the Proposition 57 bonds. The Proposition 57 Sales Tax Triple Flip ended when the economic recovery bonds were fully paid in 2016.

Vehicle License Fee. Proposition 1A requires the Legislature to provide replacement revenue to cities and counties if it reduces the VLF rate below 0.65 percent. California Constitution Article XI §15 requires that VLF revenue be allocated to cities and counties. The state may charge for administrative costs (DMV, Controller) and the Legislature retains the power to change state law allocating the VLF among cities and counties. See section 6.01 for more on the VLF.

Property Tax. Proposition 1A prohibits the Legislature from reducing the share of property tax revenues going to cities, counties and special districts, and shifting those shares to the schools or any other non-local government function. However, the Legislature may alter the allocation of property taxes among cities, counties and special districts with two-thirds approval in each house. Proposition 1A also contained provisions allowing the state to borrow up to 8 percent of city, county and special district property tax revenues in one year under specific conditions. The Legislature invoked this option as a part of the 2009 Budget Act. The loan, used to finance annual operations in FY 2009–10 was fully repaid with interest according to law in June 2013. Proposition 22 (2010) prevented this from occurring again by eliminating this property tax loan option. See section 2.01 for more on the property tax.

Proposition 1A did not provide local governments with any new revenue nor reduce or alter the ERAF I and II shifts.

Refining the Definition of "Tax" Proposition 26 (2010)

In November 2010, California voters passed Proposition 26, which added a definition of "tax" to the California Constitution. The new provisions state that a government-imposed charge, levy or exaction of any kind is a tax unless it falls into one of seven express exceptions. The effect of the measure was to particularly tighten the definition of regulatory fees and certain assessments.

The Great Recession and the Dissolution of Redevelopment

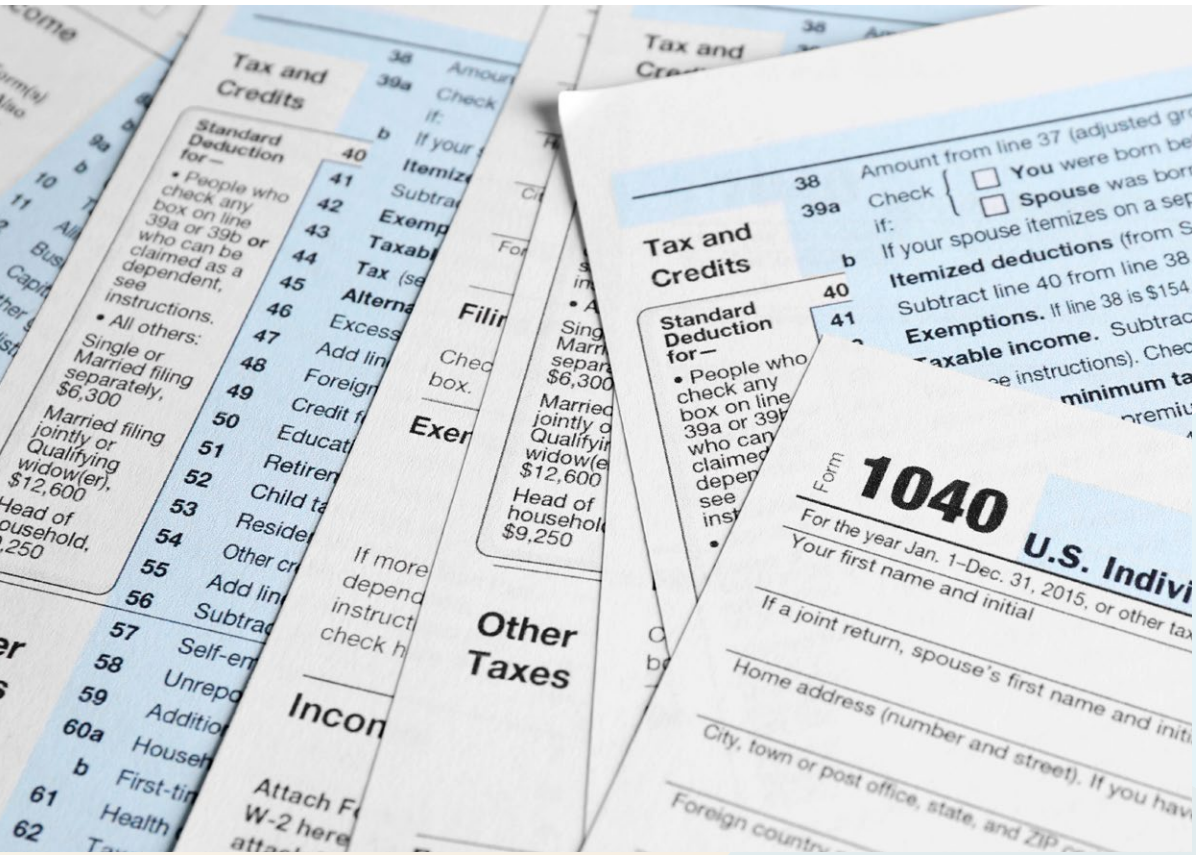
Despite the substantial protections provided to local governments by Propositions 1A and 22, threats to local finances continued. Local budgets struggled from the impacts of the great recession, mounting costs of pensions and unfunded public employee retiree health benefits. Three large cities, unable to balance their budgets without violating legal payment obligations and unable to garner sufficient concessions from labor and other creditors, entered into bankruptcy proceedings. Others cut public services to unprecedented low levels.

Meanwhile, the State Budget Act of 2011 included a major realignment of corrections and law enforcement programs to counties with potential crime impacts in local communities. Counties sought assurances that adequate funding would also be provided. In last minute "gut-and-amend" legislation, all remaining city VLF funds were shifted to pay for state law enforcement grants to locals that had previously been funded by the state general fund. This wiped out allocations to new cities and annexations that had compensated for a flaw in the 2004 VLF-Property Tax swap.

With the 2011 Budget Act, Gov. Jerry Brown also signed into law two bills aimed at extracting revenues from redevelopment agencies to help remedy the state's ongoing budget deficit. The legislation provided that each redevelopment agency must agree to make substantial annual payments to aid the state or dissolve as of October 1, 2011.

On December 29, 2011, the California Supreme Court upheld the constitutionality of dissolution of redevelopment while striking down the payment scheme. Approximately 400 redevelopment agencies dissolved on February 1, 2012, with the assets and liabilities transferred to successor agencies and successor housing agencies.

Chapter 2



TAXES

A tax is a monetary imposition by a government on persons or property for the purpose of raising revenue to support the purposes of the government.[1] In contrast to an assessment or a fee, a tax need not be levied in proportion to specific benefit to a person or property. Fees or charges will be considered taxes to the extent they exceed the reasonable cost of the service, commodity or facility for which they are imposed.

California cities do not have an inherent power to tax. Charter cities are given the power to tax pursuant to Article XI, §5 of the California Constitution and may levy taxes for municipal purposes without specific authorization from the Legislature. As authorized in state statute, a general law city, with certain exceptions, may levy any tax that a charter city may levy.[2] State law may set certain limits and procedures and may exempt certain activities from taxes levied by general law cities. These laws apply to charter cities in matters that the courts have determined are of statewide concern.

"The nation should have a tax system that looks like someone designed it on purpose."

— WILLIAM SIMON

General and Special Taxes

The passage of Proposition 13 in 1978 created a distinction between "general" and "special" taxes. Proposition 218, in 1996, further defined and established procedures for general taxes.[3]

- A *general tax* is a tax imposed for general governmental purposes, the proceeds of which are deposited into the General Fund. A majority vote of the electorate (those voting on the measure) is required to impose, extend or increase any general tax.
  - » An election on a general tax must be consolidated with a regularly scheduled general election of city council members, except in cases of emergency, declared by a unanimous vote of the city council.[4]
  - » Single-purpose special districts (special purpose districts) may not impose general taxes.
- A *special tax* is a tax that is collected and earmarked for a specific purpose and deposited either into a separate account or the General Fund. A two-thirds vote of the electorate is required to impose, extend or increase any special tax.

	General Tax	Special Tax
Use of Revenues	• Unrestricted	• Specific purpose
Governing Body Approval	• General law cities: two-thirds • Charter cities: majority • Counties: two-thirds • Transactions and Use Taxes: two-thirds See section 2.03 of this chapter.	• Majority
Voter Approval	• Majority	• Two-thirds
Other Rules	• A general tax election must be consolidated with a regularly scheduled general election of members of the governing body, unless an emergency is declared by unanimous vote (among those present) of the governing body.	• Special tax funds must be deposited in a separate account. The taxing agency must publish an annual report including: 1) the tax rate; 2) the amounts of revenues collected and expended and 3) the status of any project funded by the special tax.[5]

Proposition 26: Defining a Tax By What it is Not

California voters approved Proposition 26 in November 2010, placing new rules into the California Constitution stating that a government-imposed charge, levy or exaction of any kind is a tax unless it falls into one of seven express exceptions.

1. *A charge imposed for a specific benefit conferred or privilege granted directly to the payer that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.*

   Specific Benefit Exception examples include fees for planning permits, restricted neighborhood parking permits and entertainment and street closure permits.

2. *A charge imposed for a specific government service or product provided directly to the payer that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.*

   Government Service or Product Exception examples include user fees for parks and recreation classes, utilities (other than those covered under number 7), public records copying fees, DUI emergency response fees and emergency medical and ambulance transport service fees.

3. *A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections and audits, enforcing agricultural marketing orders and the administrative enforcement and adjudication thereof.*

   Permits and Inspections Exception examples include health and safety permits, building licenses, police background checks, pet licenses, bicycle licenses and permits for regulated commercial activities (such as massage establishments, card rooms, taxicabs and tow-truck operators).

For exceptions 1 through 3, the fee imposed must not exceed the agency's reasonable costs.

4. *A charge imposed for entrance to or use of local government property or the purchase rental or lease of local government property.*

   Local Government Property Exception examples include facility room rentals; equipment rentals; park, museum and zoo entrance fees; golf greens fees; on and off-street parking; and tolls.

5. *A fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government as a result of a violation of law, including late payment fees, fees imposed under administrative citation ordinances, parking violations, etc.*

   Penalty for Illegal Activity Exception examples include parking fines, code enforcement fees and penalties, late payment fees, interest charges and other charges for violation of the law.

6. *A charge imposed as a condition of property development.*

   Property Development Exception examples include planning fees, building permit fees, construction and grading permits, development impact fees, fees imposed by California Environmental Quality Act mitigation requirements and Quimby Act and park mitigation fees.

7. *Assessments and property-related fees imposed in accordance with the provisions of Article XIII D (Proposition 218).*

   Proposition 218 Exception examples include assessments on real property for special benefit conferred, fees imposed upon a parcel or a person as an incident of property ownership, and fees for a property related service such as many retail water and sewer fees.

When is a Tax Imposed, Increased or Extended?

Under Proposition 218, no local government may impose, extend or increase any general tax until such tax is submitted to the electorate and approved.[6]

A tax is *"imposed"* when the local tax ordinance is adopted, and each time a tax is collected.[7] *"Extend"* means a decision by an agency to extend the stated effective period for the tax or fee or charge, including amendment or removal of a sunset provision or expiration date.[8]

A tax is *"increased"* when an agency either 1) increases the rate used to calculate the tax, or 2) revises the methodology by which the tax is calculated if that revision results in an increased amount being levied on any person or parcel.[9] A tax is not *"increased"* if 1) it is imposed at a rate no higher than the maximum rate previously approved, or 2) it is adjusted in accordance with a schedule of adjustments, including a clearly defined formula for inflation that was adopted prior to November 6, 1996.[10] However, a tax which is calculated by using a percentage is *"increased"* when it is adjusted for inflation even if the voters approve the tax.[11]

"The power of taxing people and their property is essential to the very existence of government."

— JAMES MADISON, U.S. PRESIDENT

Additional Aspects of Municipal Taxation in California

- A local tax can be reduced or repealed by initiative unless it supports bonded debt. Many taxes can be imposed or increased by initiative as well.
- Certain types of local taxes are specifically pre-empted by state law. These include taxes on cigarettes, alcohol and personal income.[12]
- State law provides various additional procedural requirements for the enactment of some taxes depending on the type of tax.
- If a local agency wants to collect a previously approved tax at a rate lower than was authorized by the voters, the agency should make it very clear in its official actions that the rate is being "suspended" for a certain period of time and not being permanently lowered. An agency that collects a previously approved tax at a rate lower than was authorized by the voters without a statement clarifying the intent and purpose of the suspension may trigger a Proposition 218 vote requirement when it begins collecting the tax at the previously approved rate.[13]

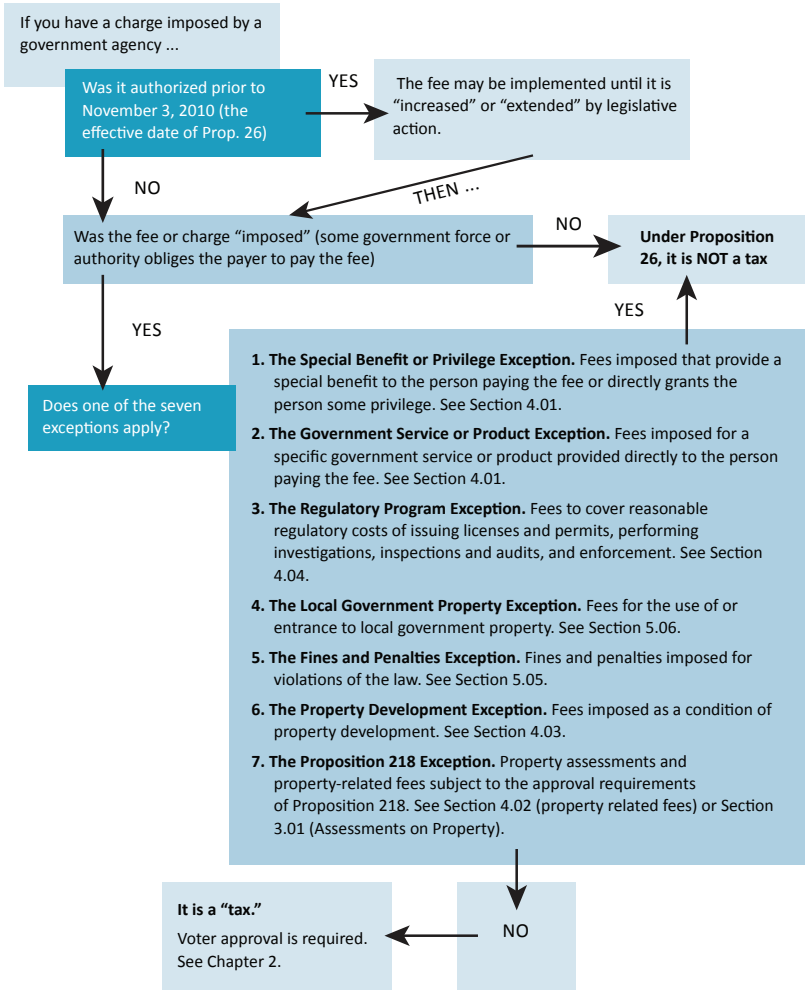
For More Information:

Proposition 218 Implementation Guide, League of California Cities, 2007 Edition.

California Municipal Law Handbook, Chapter V, League of California Cities.

Proposition 26 Implementation Guide, League of California Cities, 2011 Edition. **www.cacities.org/Prop26Guide.**

Applying Proposition 26



Endnotes

1 *People V. McCreery*, 34 Cal. 432 (1868).

2 Government Code §37100.5.

3 California Constitution Article XIII A, California Constitution Article XIII C.

4 California Constitution Article XIII C §2, Government Code §53724.

5 Government Code §§50075.1-50075.5.

6 Cal. Const., art. XIII C, §2(b).

7 *Howard Jarvis Taxpayers Association v. City of La Habra* (2001) 25 Cal. 4th 809, 824.

8 Government Code, §53750(e).

9 "Methodology" has been defined as "a mathematical equation for calculating taxes that is officially sanctioned by a local taxing entity." *A.B. Cellular v. City of Los Angeles* (2007) 150 Cal. App. 4th 747.

10 California Constitution Article XIII C, §2(b) and (d); Government Code §53750(h)(2)(A).

11 Government Code §53739.

12 Revenue and Tax Code §17041.5.

13 *A.B. Cellular v. City of Los Angeles* (2007) 150 Cal. App. 4th 747.

14 California Constitution Article XIII, Section 19.

15 Revenue and Taxation Code, §100.

16 California Constitution Article XIII §11, California Constitution Article XIII.

17 California Constitution Article XIII §3(k), Revenue and Tax Code §218, Government Code §§16120-16123, California Constitution Article XIII §25.

18 Government Code §51200 et seq., Government Code §16140 et seq., Revenue and Tax Code §421.

19 California Constitution Article XIII §3, Revenue and Tax Code §205.1.

20 California Constitution Article XIII A §2, Revenue and Tax Code §69.5, Proposition 20 (1986), Proposition 90 (1988), Proposition 110 (1990).

21 Proposition 50 (1986), Proposition 171 (1993), Proposition 1 (1998).

22 California Constitution Article XIII A §2, Proposition 3 (1982).

23 California Constitution Article XIII A §2, Revenue and Tax Code §63.1, Proposition 58 (1986), Proposition 194 (1996).

24 California Constitution Article XIII A §2, Proposition 31 (1984).

25 California Constitution Article XIII A §2, Proposition 177 (1994).

26 California Constitution Article XIII A §2, Proposition 7 (1980).

27 California Constitution Article XIII A §2, Proposition 127 (1990).

28 California Constitution Article XIII A §2, Proposition 1 (1998).

29 Proposition 50 (1986), Proposition 171 (1993), Proposition 1 (1998).

30 *County of Orange v. Bezaire*, 117 Cal. App. 4th 121 (2004).

31 Named after the bill which implemented the first version of this system in 1979 but amended many times since then.

32 SB 2557 (Maddy) Statutes of 1990. California Revenue and Tax Code §95.3& §97.75.

33 The annual CCPI is determined by the California State Board of Equalization. Revenue and Taxation Code §51.

34 Health and Safety Code §33670.

35 Health and Safety Code §33607.5.

36 Cal. Const. art XIII A §1(b)(1).

37 *Carman v. Alvord* 31 Cal.3d 318 (1982).

38 Those are: the county of Santa Clara and the cities of: Albany, Bell, Beverly Hills, Cloverdale, Coalinga, Compton, El Monte, Eureka, Fairfax, Glendora, Huntington Beach, Huntington Park, Lynwood, Maywood, Monrovia, Montebello, Monterey Park, Oakland, Oxnard, Rialto, Richmond, San Anselmo, San Fernando, San Gabriel, and Watsonville.

39 *Howard Jarvis Taxpayers Association v. County of Orange (City of Huntington Beach)* 110 Cal. App. 4th 1375 110 Cal. App. 4th 1375 (2003).

40 California State Board of Equalization (BOE) administered sales and use taxes until July 2017.

41 California Constitution Article XIII §25.5(a)(2)(A).

42 California Constitution Article XIII §25.5(a)(6).

43 California Constitution Article XIII §25.5(a)(5).

44 *South Dakota v. Wayfair*, 138 S.Ct. 2080 (2018)

45 *Quill Corp. v. North Dakota*, 504 U.S. 298 (1992)

46 Revenue and Taxation Code § 6203.

47 Revenue and Taxation Code § 7262

48 Revenue and Tax Code §7204.3.

49 *South Dakota v. Wayfair,* 138 S.Ct. 2080 (2018)

50 Revenue and Taxation Code § 7262

51 Revenue and Taxation Code

52 Uniquely and confusingly, Los Angeles County's Measure H Homeless 0.25 percent tax stipulates that is will not be imposed in the cities of Compton, Long Beach, Lynwood, Pico Rivera, Santa Monica, and South Gate because doing so would cause the rate in those cities to exceed the 10.25 percent maximum tax rate allowed under the law in Los Angeles County. If and when an existing tax in one of these cities expires, the Measure H tax will be imposed in that city immediately. The total combined rate in City of Santa Fe Springs is 10.50 percent, the highest rate in the state, exceeding the maximum rate of 10.25 percent in Los Angeles County as authorized by Revenue and Taxation Code section 7286.27.

53 Yuba County's 0.5 percent Measure K rate, approved in November 2018 is currently subject to legal challenge.

54 Revenue and Tax. Code §17041.5.

55 Revenue and Tax Code §7284.1(a), Business and Professional Code §16000(b).

56 Revenue and Tax Code §23182, California Constitution Article XIII §27, 28.

57 Busn and Prof Code §16000(b).

58 Government Code §37001.5.

59 Government Code §37001.7.

60 Attorney General opinion 94-1204.

61 Government Code §50026.

62 Figures in the table on the following page are inflation adjusted to 2006.

63 Charter cities: California Constitution Article XI §5; General Law cities: Government Code §37100.5.

64 Revenue and Tax Code §7284.2.

65 42 U.S.Constitution §§4251 et seq.

66 IRS Notice 2006-50.

67 Revenue Bulletin 2007-5 Section 10.

68 4 U.S.Constitution §§116 et seq.

69 *Verizon Wireless v. Los Angeles*, No. B185373, *AB Cellular LA, LLC dba AT&T Wireless v. City of Los Angeles*, 150 Cal. App. 4th 747 (2007).

70 Government Code §53750(h).

71 Revenue and Tax Code §§11921-11930.

72 Revenue and Tax Code §11911 et seq. Transactions that are subject to these taxes in these charter cities are then subject to a county documentary transfer tax rate of $1.10 per $1,000 of real property value.

73 *Centex Real Estate Corp. v. Vallejo*, 19 Cal. App. 4th 1358, 24 Cal. Rptr. 2d 48 (1993).

74 59 Cal. Const. art XIII D.

75 Vehicle Code §2710(a).

76 Vehicle Code §9250.7(a)(1).

77 Vehicle Code §9250.7(a)(2).

78 Vehicle Code §9250.7(g) provides the requirements for approval by the board of supervisors of the county, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county. The tax approval procedures are provided in California Constitution Article XIII C and Government Code §53724. Under current law, both apply.

79 Government Code §6589.20.

80 Government Code §35089.220(e) states "'countywide transportation planning agency' means the congestion management agency created pursuant to Chapter 2.6 (commencing with §65088) or the agency designated pursuant to §66531 to submit the county transportation plan."

81 Government Code §6589.20.

82 Regional transportation plan adopted pursuant to Government Code §65080.

83 Streets and Highways Code §2551(a).

84 Created pursuant to Division 12 (commencing with Section 130000) of the Public Utilities Code or council of governments formed pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code. The Metropolitan Transportation Commission functions as the service authority for the counties of Santa Clara, San Mateo, Alameda, Contra Costa, Marin, Solano, Sonoma, Napa, and the city and county of San Francisco. The Sacramento Area Council of Governments functions as the service authority for the counties of Sacramento, Yolo, Yuba, Sutter, and San Joaquin.

85 Streets and Highways Code §2555.

86 Vehicle Code §9250.10.

But in November 2012, the state's fiscal woes took a major turn for the better. Following substantial cuts in state programs, voters approved Proposition 30, temporarily increasing state sales and income tax rates. The state budget was more easily balanced and the Legislature began fully paying down over $30 billion in accumulated budgetary debt. In 2016, voters approved Proposition 55 to extend Prop 30 through 2030.

The Road Ahead for California Local Finance

Local revenues are now more stable and protected than ever before. Substantial constitutional limits have been placed on the Legislature's ability to take or shift local revenues. The state's fiscal condition has improved thanks to major program reductions in many areas, an infusion of temporary taxes that will pay off a mountain of accumulated budgetary debt and a gradually improving economy.

But major risks and uncertainties persist. While Proposition 30 and Proposition 55 have seemingly provided a reprieve, the state continues to struggle with the funding of corrections, health care, education, public employee benefits and major infrastructure. Substantial unbudgeted liabilities loom in teacher and state employee retirement systems. The state's long term budgetary balance remains cloudy.

The finances of local agencies face similar challenges. Many local agencies are grappling with major unbudgeted liabilities in the areas of post employment benefits (especially healthcare) — pension plan cost increases due to lower investment earnings, greater longevity and unsustainable benefit levels previously granted, especially in the areas of police and fire. Local public works systems face major improvement needs in many areas.

Threats to the ability of communities to finance local services through locally levied taxes and other sources of revenue are likely to continue. Local governments will continue to grapple with evolving local public service needs and a local revenue portfolio that fluctuates with economic and socio/technical changes. Rather than make necessary effective reforms, the Legislature usually chooses expedient, ineffective "band-aid" remedies to serious local finance issues.

While local revenues are returning on the heels of a slowly recovering economy, public employee pensions and retiree health care costs are outpacing this revenue growth. The specter of a recession in the next decade also foreshadows more municipal insolvencies. Municipal fiscal sustainability is a critical issue.

As always, skilled finance and management is essential to move forward through this. This handbook is designed to help you find your way.

For More Information:

Financing California Cities - Overviews and Primers. http://www.californiacityfinance.com/#FINCITIES

Proposition 26 and 218 Implementation Guide. League of California Cities. May 2017. http://www.cacities.org/Prop218andProp26

Proposition 218 Implementation Guide for Special Districts. Kelly Salt. California Special Districts Association. 2013. https://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/pricing/docs/csda_guide_proposition_218.pdf

Current Developments Under Propositions 13, 62, & 218 by Michael G. Colantuono. http://www.cllaw.us/papers-library/#Finance

California Municipal Law Handbook, Chapter V., League of California Cities.

Proposition 26 and Proposition 218 Implementation Guide, League of California Cities, 2019 Edition.

Guide to Local Government Finance in California, Second Edition, Multari, Michael, Michael Coleman, Kenneth Hampian, and Bill Statler, Solano Press Books, 2017.

Endnotes

1 Subsequently, in 1986, the voters approved Proposition 47 which requires that VLF revenues be allocated to local governments.

2 Cities not including the city and county of San Francisco.

3 Subsequent to the transfer of these funds, they are reallocated within each county back to cities and counties to compensate for the state's repeal of the VLF backfill in 2004 and the temporary one-quarter cent sales tax shift to support the state deficit reduction bonds. However, this mechanism does not alter the existence or real effect of the ERAF I and II shifts.

4 In 1982, the State Supreme Court decided *City and County of San Francisco v. Farrell*, which defined the term special tax as any tax earmarked for a specific purpose. Under Proposition 13, a special tax requires the approval of two-thirds of voters.

5 Proposition 1A does not apply to mandates affecting local schools or mandates related to employee relations and collective bargaining.

Admissions Tax
A tax is imposed on the consumer for the privilege of attending a show, performance, display or exhibition. See Section 2.08.

Advance Refunding
When restructuring or retiring outstanding bonds, the refunding is an "advance refunding" if the outstanding bonds will not be paid off until later than 90 days after sufficient funds have been deposited with a trustee. Generally, federal law limits advance refundings to one occurrence. See also "current refunding."

Ad Valorem Tax
A tax assessed based on the dollar value of an item or activity. Typical examples are property and sales taxes. Ad valorem taxes contrast with per-unit taxes, such as alcoholic beverage and cigarette taxes, which are assessed at a fixed dollar per unit purchased.

Appropriation
A legal authorization granted by the city council to expend monies, and incur obligations for specific purposes.

Appropriations Limit
A maximum amount of revenues that may be appropriated by a government agency determined under California Constitution Article XIII B and implementing legislation. See Chapter 10.

Appropriations Subject to Limit
Revenues defined as "proceeds of taxes" under California Constitution Article XIII B and implementing legislation. See Chapter 10.

Arbitrage
A technique used to take advantage of price differences in separate markets. This is accomplished by either by selling debt instruments at a low interest rate and investing the proceeds at a higher rate or by purchasing securities, negotiable instruments or currencies in one market for immediate sale in another market at a better price.

Assessed Valuation
The value of real property for the purpose of taxation. See Section 2.01.

Assessment District
Not a separate governmental entity, but rather a defined area of land which will be benefited by the acquisition, construction or maintenance of a public improvement.

Banker's Acceptance
A highly liquid and safe money market instrument created to facilitate international trade transactions whereby the risk of trade transaction is transferred to the bank which "accepts" the obligation to pay the investor. Local agencies in California may invest up to forty percent of their portfolio in this type of security for a term of 180 days or less.

BANs
See bond anticipation notes.

Benefit Assessment
Charges levied on parcels to pay for public improvements or services provided within a pre-determined district or area according to the benefit the parcel receives from the improvement or services.

Benefit Assessment Act of 1982
The 1982 Act allows cities, counties and special districts to finance a variety of improvements. The act requires majority voter approval if the proposed assessment area has 12 or more registered voters. If fewer than 12, the owners of at least 60 percent of the land in the assessment area must give written consent to the assessment.

Benefit Assessment Bonds
Bonds levied by cities, counties and special districts to acquire or construct public improvements which convey a special benefit to a defined group of properties.

Block Grant
Federal grant allocated according to predetermined formulas and for use within a pre-approved broad functional area such as the CDBG (Community Development Block Grant).

Bond Anticipation Notes (BANs)
BANs are short-term borrowings by a public entity appropriate to obtain financing for a project for which bonds are authorized but not yet issued. BANs permit the issuance of debt in increments as work on a project progresses and before some or all of the bond proceeds are available.

Bond Resolution
A legal order or contract by a governmental unit to authorize a bond issue. A bond resolution carefully details the rights of the bondholders and the obligations of the issuer.

Bonds
A certificate of debt issued by an entity, guaranteeing payment of the original investment, plus interest, by a specified future date.

Broughton Act
Restricts city collection of franchise payments to 2 percent of the franchise's gross annual receipts arising from use of the franchise.

Business Improvement District
A public-private partnership in which businesses in a defined area pay special taxes, fees and/or assessments to fund public facility improvements and programs in the area. See Section 3.02.

Business Operations Tax
Commonly called a "Business License Tax," a type of excise tax imposed on businesses for the privilege of conducting business within the city. The tax is most commonly based on gross receipts or levied at a flat rate.

California State Board of Equalization (BOE)
California state agency responsible for the collection and administration of the state's alcohol and insurance taxes. In addition, the BOE assesses the value of railroad and utility properties for the purpose of property taxation and provides oversight of property tax assessment practices. In 2017, many BOE tax administration responsibilities were transferred to a new Department of Tax and Fee Administration and to an independent Office of Tax Appeals.

California Department of Tax and Fee Administration (CDTFA)
California state agency within the Governor's Administration, created by the Taxpayer Transparency and Fairness Act of 2017, responsible for the collection, administration and distribution of sales, transactions and use, timber yield, tobacco, cannabis, motor vehicle fuel, jet fuel, prepaid mobile telephony and other taxes, as well as various state environmental and occupational health fees and surcharges.

Glossary

California State Controller
The Controller is the chief fiscal officer of the state and is elected every four years. The Controller is responsible to: account and disburse all state funds; determine the legality and accuracy of claims against the state; pay the state's bills; audit and process all personnel and state payroll transactions; audit various state and local government programs; administer the Unclaimed Property Law; and inform the public of financial transactions of city, county and district governments.

Capital Improvement Program (CIP)
Annual appropriations in the city's budget for capital improvement projects such as street or park improvements, building construction, and various kinds of major facility maintenance.

Capital Outlay
Expenditures which result in the acquisition of, or addition to, fixed assets.

Categorical Grant
Grant typically allocated either to qualifying applicants according to a formula or to applicants competing for project grants through an application process. Categorical grants are the most common form of federal aid.

Certificates of Participation (C.O.P.)
Debt instrument, commonly called C.O.P., that provides long-term financing through a lease (with an option to purchase) or through an installment agreement.

Charter City
Charter cities have authority over "municipal affairs," trumping state law governing the same topic. In contrast, a general law city is a city that has not adopted a charter and is therefore bound by the state's general laws, even with respect to municipal affairs.

Citizens Option for Public Safety (COPS)
A state subvention for local law enforcement initiated in 1996. See Section 6.03.

Community Facilities District (CFD)
See Mello-Roos Community Facilities District.

Community Rehabilitation District Law of 1985
Allows cities and counties to fund the renovation and repair (but not maintenance) of an existing structure.

Concessions
Revenues received from concessionaires for privilege of operating a concession on city property.

Construction/Development Tax
Excise tax imposed on the privilege or activity of development and/or the availability or use of municipal services. See section 2.10.

Consumer Price Index (CPI)
A statistical description of price levels provided by the U. S. Department of Labor. The change in this index from year to year is used to measure the cost of living and economic inflation.

COPS
See Citizens Option for Public Safety.

C.O.P.
See certificates of participation.

County Assessor
An elected official whose main duty is to set values on real property for the purpose of taxation within the county. The Assessor is responsible for the creation and maintenance of assessor parcels from final subdivisions, parcel maps, lot line adjustments, record of survey, deeds and miscellaneous documents.

County Auditor-Controller
The chief accounting officer of the county established to provide various accounting and property tax administration services to the county and other local governments within the county. The Auditor Controller is responsible for budget control, disbursements and receipts, financial reporting and for audits of certain agencies within the county. Auditor-Controllers are nonpartisan elected officials serving four year terms, except in four counties with appointed officers: San Francisco, Santa Clara, Los Angeles and San Diego.

County Treasurer-Tax Collector
Administers the billing, collection and reporting of property tax revenues and conducts Tax Defaulted Property Sales for real property tax delinquencies remaining after five years. Treasurer-Tax Collectors are nonpartisan elected officials serving four-year terms except in three counties with appointed officers: Los Angeles, Sacramento and Santa Clara.

Countywide/Statewide Pools
A system used to allocate local sales and use tax payments that cannot be identified with a specific place of sale or use in California. Local tax reported to the pools is distributed to the local jurisdictions in proportion to taxable sales.

Current Refunding
When restructuring or retiring outstanding bonds, if bonds are paid off within 90 days of depositing either cash on hand or refunding bond proceeds, the refunding is a "current refunding." See also "advance refunding."

Debt Financing
Issuance of bonds and other debt instruments to finance municipal improvements and services.

Debt Instrument
Written pledge to repay debt such as bills, notes and bonds.

Debt Service
Payment of principal and interest on long-term indebtedness.

Dedication
The donation "dedication" of certain lands (or money) to specific public uses as a requirement for the approval of a development project. The dedications are typically justified as an offset to the future impact the development will have on existing infrastructure. Also called an "exaction." See section 4.03.

Development Impact Fees
Fees placed on the development of land or conditions required for the approval of a development project such as the donation "dedication" or "exaction" of certain lands (or money) to specific public uses. The fees are typically justified as an offset to the future impact that development will have on existing infrastructure. See Section 4.03.

D.I.V.C.A.
"The Digital Infrastructure and Video Competition Act of 2006" [AB 2987 (Nunez/Levine)] effectively replaced locally issued franchise agreements for video service with a system of state-issued franchises subject to certain limited, locally imposed conditions and requiring franchise fees to be paid to local agencies where services are provided. See Section 5.01.

Documentary Transfer Tax
Tax imposed on documents recorded in the transfer of ownership in real estate as distinguished from a Real Property Transfer Tax which may only be imposed by charter cities. See section 2.07.

Encumbrance
An anticipated expenditure committed for the payment of goods and services not yet received or paid for.

Earmarked funds
Funds that have been tagged or "earmarked" for a specific purpose.

ERAF: Educational Revenue Augmentation Fund
Accounts established by the state Legislature to receive shifts of property tax revenues from cities, counties, special districts and redevelopment agencies. The additional ERAF property tax revenues to schools enable the state to reduce support from the state general fund, thereby saving the state billions of dollars annually.

Exactions
See dedications.

Excise Tax
Tax placed on a person for a voluntary act, making the tax avoidable. Includes sales and use tax, business operations tax, transient occupancy tax, utility users tax, etc. Phrase "excise tax" is most commonly used to refer to a parcel tax.

Exemption
The exclusion from the tax base of certain types of transactions or objects. For example, federally-owned land is exempted from property tax.

Expenditure
The actual payment for goods and services.

Fee
A charge to the consumer for the cost of providing a particular service. California government fees may not exceed the estimated reasonable cost of providing the particular service or facility for which the fee is charged, plus overhead.

Forfeiture
See fines, forfeitures and penalties.

Fines, Forfeitures and Penalties
Revenues received and/or bail monies forfeited upon conviction of a misdemeanor or municipal infraction.

Fiscal Year
The period designated by the city for the beginning and ending of financial transactions. Nearly all city fiscal years begin on July 1 and end June 30 of the following year.

Franchise Act of 1937
Like the Broughton Act, restricts franchise collections to 2 percent of gross annual receipts, but includes a minimum fee of one-half percent of gross annual receipts for electric franchises or 1 percent of gross annual receipts for gas or water franchises operating within the city limits.

Franchises
Fee paid to a municipality from a franchisee for "rental" or "toll" for the use of city streets and rights-of-way.

Functional Revenue
Revenues that can be associated with and allocated to one or more expenditure functions and which meet one of the following criteria: 1) the revenue is generated from direct services, such as revenues from fees or charges; 2) the revenue is associated with a specific service by external requirements, such as grant conditions, bond sale agreements or statutory or charter requirements.

Fund
Accounting entity with a set of self-balancing revenue and expenditure accounts used to record the financial affairs of a governmental organization.

Fund Balance
Difference between the assets (revenues and other resources) and liabilities (expenditures incurred or committed to) of a particular fund.

Full Faith and Credit
Pledge by issuer of general obligation bonds to bondholders that issuer guarantees "all available funds" be used to pay bondholders should the project go into default.

Full Service City
A city that is financially responsible for the major categories of municipal services including police, fire, planning and parks services.

GANs
See grant anticipation notes.

Gann Initiative
See Appropriations Limit and Chapter 10.

Gann Limit
See Chapter 10.

Gasoline Tax
See Motor Vehicle Fuel Tax.

General Fund
Fund used to account for all financial resources except those required to be accounted for in another fund (e.g., enterprise or grant funds). Usually, the General Fund is the largest fund in a municipality.

General Law City
A city that has not adopted a charter and is therefore bound by the state's general laws, even with respect to municipal affairs. In contrast, charter cities have authority over "municipal affairs," trumping state law governing the same topic. See also "charter city."

General Obligation (GO) Bonds
Bonds issued through a governmental entity which has the legal authority to levy a tax on real and personal property located within the governmental boundaries at any rate necessary to collect enough money each year to pay for principal and interest due.

General Revenue
Those revenues that cannot be associated with a specific expenditure, such as property tax (other than voter approved indebtedness), sales tax and business operations tax.

General Revenue Sharing Program
Federal program established in 1972 to share federal monies with state and local governments. The program was extended in 1976 and again in 1980, but was ended in 1986.

General Tax
A tax imposed for general governmental purposes, the proceeds of which are deposited into the general fund. A majority vote of the electorate is required to impose, extend or increase any general tax. See also "special tax."

Glossary

G.O. Bonds
See general obligation bonds.

Grant Anticipation Notes (GANs)
GANs are short-term borrowings of a public entity to eliminate cash flow deficits in anticipation of the receipt of a federal or state grant or loan. By issuing GANs, the public entity is better prepared to pay all project costs, particularly up front processing and managerial costs.

Grants
Contributions of cash or other assets from another governmental agency to be used or expended for a specified purpose, activity or facility.

Highway Users Tax Account (HUTA)
State transportation revenues from motor vehicle fuel taxes allocated to state and local governments by formula. See Section 6.02 of Chapter 6.

Homeowner's Property Tax Relief Reimbursement
Revenue from the state to offset city loss of property tax for state-imposed $7,000 per dwelling homeowner exemption.

Improvement Bond Act of 1915
Act which allows cities, counties, and "public" districts to issue assessment bonds and bond anticipation notes. The 1915 Act does not authorize assessments.

Investment Earnings
Revenue earned from the investment of idle public funds.

Joint Powers Authority
The Joint Exercise of Powers Act authorizes local public agencies to exercise common powers and to form joint powers authorities (JPAs) for the purpose of jointly receiving or providing specific services.

JPA
See joint powers authority.

Landscaping and Lighting Act of 1972
The 1972 Act allows cities, counties and special districts to levy assessments for land purchase and the construction, operation, and maintenance of parks, landscaping, lighting, traffic signals and graffiti abatement.

Lease Revenue Bonds
Bonds similar to certificates of participation and used for the same types of projects with main exceptions that: 1) lessor must be either a governmental entity with the power to issue revenue bonds or a nonprofit corporation that issues bonds on behalf of a political subdivision; and 2) the bonds constitute a direct debt of the lessor.

Levy
(Verb) To impose taxes, special assessments or service charges for the support of governmental activities; (noun) the total amount of taxes, and/or special assessments and/or service charges imposed by a governmental agency.

Library Services Special Tax
Special tax for providing public library facilities and services.

Licenses and Permits
Charge designed to reimburse city for costs of regulating activities being licensed, such as licensing of animals, bicycles, etc.

Lien
A claim on assets, especially property, for the payment of taxes or utility service charges.

Limited Obligation Bonds
Similar to general obligation bonds except that security for the issuance is limited exactly to the revenues pledged in the bond statement and not to the full faith and credit of the city.

Liquidity
The ability to convert a security into cash promptly with minimum risk of principal.

Local Agency Investment Fund (LAIF)
A special fund in the state treasury. Local governments may deposit in this fund through the state treasurer for investment purposes. See Section 5.07.

Maintenance of Effort (MOE)
A requirement, often as a condition of an intergovernmental subvention or supplemental tax, to maintain a level of spending at a certain level. Maintenance of Effort requirements are intended to prevent or limit the use of the additional revenues to supplant existing revenues such that the new revenues result in an increase in the level of program spending and services.

Marks-Roos Bonds
Bonds authorized by the Marks-Roos Local Bond Pooling Act of 1985 which provide local agencies with extremely flexible financing powers through participation in joint powers authorities.

Market-Based Pricing
Recent trend in pricing public services which uses the marketplace to regulate individual consumer behaviors consistent with overall societal goals by including the true cost of the service on society.

Mello-Roos Bonds
Bonds allowing cities, counties, school districts and special districts to finance certain public capital facilities and services, especially in developing areas and areas undergoing rehabilitation. Property owners in the Mello-Roos district pay an annual special tax which is included on the property tax bill.

Mello-Roos Community Facilities Tax
Special non ad valorem tax imposed to finance public capital facilities and services in connection with new development. See Section 2.11.

Mello-Roos Community Facilities District
A distinct entity of government for the purpose of imposing and collecting the Mello-Roos Community Facilities Tax. The governing body and the boundaries of the district may be the same as for the city. See Chapter 2, Section 2.11.

Motor Vehicle Fuel Tax
An excise tax, applied per gallon, on fuel used to propel a motor vehicle or aircraft. Use of tax is limited to research, planning, construction, improvement, maintenance and operation of public streets and highways or public mass transit guideways. Also called Highway Users Tax.

Motor Vehicle License Fee (VLF)
VLF is a fee for the privilege of operating a vehicle on public streets. VLF is levied annually at 2 percent of the market value of motor vehicles and is imposed by the state "in lieu" of local property taxes. VLF is also called Motor Vehicle in-Lieu Tax.

Municipal Improvement Act of 1913
The 1913 Act allowing cities, counties and special districts to fund everything included in the 1911 Act plus power and public transit facilities; assessments can be levied before construction begins.

Off-Highway Motor Vehicle License Fee
Fee imposed for the issuance or renewal of identification for every off-highway motor vehicle.

Nexus
In general, a minimum threshold of connection necessary within a taxing jurisdiction to allow taxing authority over out-of-state individuals or businesses. Requirement of Government Code Sections 66000 et seq. that there be a reasonable connection "nexus" between required development impact fees and the development project in question.

Ordinance
A formal legislative enactment by the governing board of a municipality. If it is not in conflict with any higher form of law, it has the full force and effect of law within the boundaries of the municipality to which it applies.

Parcel Tax
Special non ad valorem tax on parcels of property generally based on either a flat per-parcel rate or a variable rate depending on the size, use and/or number of units on the parcel.

Parking Tax
General tax imposed on occupant of off-street parking space for the privilege of renting the space within the city. See Section 2.09.

"Pay As You Use"
Concept that debt financing enables the public entity to spread the cost of a capital project over time, as the project is being utilized.

"Pay As You Go"
Concept of paying for capital projects when the initial cost is incurred, rather than over time through the use of debt financing.

Penalties
See fines, forfeitures and penalties.

Police and Fire Special Tax
Special tax on parcels of property in support of police and/or fire protection services.

Portfolio
The collection of securities held by an individual or institution.

Possessory Interest
Taxable private ownership of interests in tax-exempt public property.

Property-Related Fee
A levy imposed on a parcel or upon a person as an incident of property ownership for property-related service.

Property Tax
An ad valorem tax imposed on real property (land and permanently attached improvements) and tangible personal property (movable property).

Property Tax In Lieu of VLF
Property tax shares and revenues allocated to cities and counties beginning in FY 2004–05 as compensation for Vehicle License Fee (VLF) revenues, previously allocated to cities and counties by the State. Referred to in statute as "Vehicle License Fee Adjustment Amounts." See Section 2.01.

Property Tax Increment
See Tax Increment Financing.

Proposition 1A (2004)
Voter-approved state constitutional amendment protecting most major city, county and special district revenues from reduction or shifting by the state Legislature. See Chapter 1.

Proposition 1A (2006)
Voter-approved state constitutional amendment protecting the local allocation of state transportation sales tax revenues under Proposition 42 from reduction or shifting by the state Legislature. See Section 6.03.

Proposition 4 (1979)
Also called the Gann Initiative, this initiative, now Article XIII B of the state Constitution, was drafted to be a companion measure to Proposition 13, California Constitution Article XIII A. Article XIII B limits growth in government spending to changes in population and inflation. See Chapter 10.

Proposition 8 (1978)
An amendment to Proposition 13, passed in November 1978 to allow Assessors to recognize declines in value for property tax purposes. Revenue & Taxation Code §51 requires the Assessor to annually enroll either a property's Proposition 13 base year value factored for inflation, or its market value as of January, whichever is less. See Section 2.01.

Proposition 13 (1978)
Article XIII A of the California Constitution, commonly known as Proposition 13, which limits the maximum annual increase of any ad valorem tax on real property to 1 percent of the full cash value of such property.

Proposition 26 (2010)
A voter-approved amendment to articles VIII A and XIII C of the California Constitution defining the term "tax" to mean all government imposed charges, levies or exactions except for seven specified exceptions. Any locally imposed charge that falls outside of the exceptions is a tax and requires voter approval.

Proposition 30 (2011)
Voters approved temporary increases in the state personal income tax and sales tax. Proposition 30 also provides certain guarantees of funding to counties for programs realigned from the state.

Proposition 42 (2002)
Voter-approved measure that directs the Legislature to allocate revenues derived from the taxable sales of gasoline to certain transportation programs including to cities and counties. See Section 6.03.

Proposition 62 (1986)
A 1986 proposition which, among other things, implemented a majority vote requirement for general taxes. This portion of Proposition 62 was later ruled unconstitutional.

Proposition 98 (1990)
This measure establishes a minimum level of funding for public schools and community colleges and provides that any state revenues in excess of the appropriations limit be spent on schools.

Proposition 111 (1994)
Voter-approved measure that increased the state Motor Vehicle Fuel Tax by 9 cents per gallon and made certain adjustments to the spending limits under Proposition 4 (1979). See Section 6.02 regarding the Motor Vehicle Fuel Tax and Chapter 10 regarding Proposition 4 spending limits.

Proposition 172 (1993)
A 1993 measure which places a one-half cent sales tax for local public safety in the constitution, effective January 1, 1994. The tax is imposed by the state and distributed to cities and counties.

Proposition 218 (1996)
A voter-approved state Constitutional amendment, self-titled "Right to Vote on Taxes Act" expanded restrictions on local government revenue-raising, allowing the voters to repeal or reduce taxes, assessments, fees and charges through the initiative process; reiterating the requirement for voter approval for both "special taxes" and "general taxes," and imposing procedural and substantive limitations on assessments of real property and on certain types of fees.

Principal
"Face" or "par value" of an instrument. It does not include accrued interest.

Rating
The designation used by investors' services to rate the quality of a security's creditworthiness.

Real Property
Land and permanently attached improvements.

Real Property Transfer Tax
Tax imposed on the transfer of ownership in real estate. Typically imposed instead of a Documentary Transfer Tax. Only Charter cities may impose a Real Property Transfer Tax. See Chapter 2, Section 2.07.

Reimbursement for State Mandated Costs
Article XIII B, Section 6 of the California Constitution which requires the state to reimburse local agencies for the cost of state-imposed programs. Process is commonly called "SB 90" after its original 1972 legislation.

Regulatory Fee
A charge imposed on a regulated action to pay for the cost of public programs or facilities necessary to regulate a business or other activity or mitigate the impacts of the fee payer on the community. A regulatory fee does not include a charge on a property or a property owner solely due to property ownership.

Rents
Revenues received through the rental of public properties to private parties such as convention space and library facilities.

Resolution
A special or temporary order of a legislative body requiring less formality than an ordinance.

Revenue
Annual income received by the city.

Revenue Bonds
Bonds issued to acquire, construct or expand public projects for which fees or admissions are charged. Bonds are repaid solely from the income generated by use of that project.

Road Maintenance and Rehabilitation Account (RMRA)
Certain state tax revenues for local streets and roads and other transportation uses are allocated through RMRA from the Road Repair and Accountability Act of 2017 (SB1 Beall). See Section 6.02 of Chapter 6.

Rough Proportionality Test
Specific determination by the city for a specific development project that the dedication to be required is related both in nature and extent to the development's impact (*Dolan v. City of Tigard* (1994) 94 D.A.R. 8803).

Royalties
Revenues received from private companies for privilege of extracting natural resources from city property. Also revenues from bets placed at horse racing tracks that are located within the city, currently set by statute at one third of 1 percent.

Sales Tax
A tax imposed on the total retail price of any tangible personal property. See also "use tax." See section 2.02.

SB 90
Reimbursement process for state mandated costs, named after its original 1972 legislation.

SB 1977
1992 bill (Government Code, Section 54945.6 as amended) requiring local officials to mail notice of new and increased benefit assessments and to hold public hearings prior to imposing benefit assessments.

Secured Property
As the property tax is guaranteed by placing a lien on the real property, secured property is that real property in which the value of the lien on the real property and personal property located thereon is sufficient to assure payment of the tax.

Secured Roll
That property tax list containing all assessed property secured by land subject to local taxation.

Securities
Investment instruments such as bonds, stocks and other instruments of indebtedness or equity.

Service Charges
Charges imposed to support services to individuals or to cover the cost of providing such services. The fees charged are limited to the cost of providing the service or regulation required (plus overhead).

Short-Term Financing Methods
Techniques used for many purposes, such as meeting anticipated cash flow deficits, interim financing of a project and project implementation. Using these techniques involves issuance of short-term notes. Voter approval is not required.

Special Tax
A tax that is collected and earmarked for a special purpose and deposited into a separate account. A two-thirds vote of the electorate is required to impose, extend or increase any special tax. See also "general tax."

Standby Charge
A compulsory charge levied upon real property to defray in whole or in part the expense of providing, operating or maintaining public improvements. The charge is "exacted for the benefit which accrues to property by virtue of having water [or other public improvement] available to it, even though the water might not be used at the present time." Proposition 218 classifies standby charges as "assessments" which must be imposed in compliance with Section 4.25 of California Constitution Article XIII D.

Street Lighting Act of 1919
Act authorizing cities to fund the maintenance and operation of street lighting.

Subvention
Subsidy or financial support received from county, state or federal government. The state and county currently levy certain taxes that are "subvened" to cities, including motor vehicle license fees, state mandated costs and motor vehicle fuel tax.

Supplemental Law Enforcement Services Fund
County level fund to contain monies from the Citizens Option for Public Safety state subvention for local law enforcement initiated in 1996. See Section 6.04.

Supplemental Property Tax
In the event a property changes ownership, the county collects a supplemental property tax assessment in the current tax year by determining a supplemental value. In future tax periods, the property carries the full cash value.

Tangible Personal Property
Movable property.

Tax
Compulsory charge levied by a government for the purpose of financing services performed for the common benefit.

Tax Allocation Bonds
Bonds issued by redevelopment agencies to revitalize blighted and economically depressed areas of the community and to promote economic growth.

Tax Base
The objects or transactions to which a tax is applied (e.g., parcels of property, retail sales, etc.). State law or local ordinances define the tax base and the objects or transactions exempted from taxation.

Tax Equity Allocation (TEA)
Supplemental property tax allocations shifted to certain "no and low property tax cities" from counties. TEA is also used in reference to other supplemental allocations of Vehicle License Fee (VLF) revenues provided to certain no and low property tax cities. These VLF-TEA allocations now flow to those cities as a part of Property Tax in lieu of VLF payments.

Tax and Revenue Anticipation Notes (TRANs)
TRANs are short-term borrowings by a public entity to meet cash flow needs in the general fund and other unrestricted funds of a public entity. TRANs are issued before expected receipt of taxes and other revenues during the same fiscal year.

Tax Increment Financing
A tax incentive designed to attract business investment by dedicating to the project area the new property tax revenues generated by redevelopment. The increase in revenues (increment) is used to finance development-related costs in that district.

Tax Rate
The amount of tax applied to the tax base. The rate may be flat, incremental or a percentage of the tax base, or any other reasonable method.

Teeter Plan
Enacted in 1949, an alternative method for allocating delinquent property tax revenues, authorized by Revenue and Taxation Code section 4701, in which the county Auditor allocates property tax revenues based on the total amount of property taxes billed, but not yet collected. The county government then collects and keeps the delinquency, penalty and interest payments.

Traffic Congestion Relief Program (TCRP)
Revenues from state sales taxes on vehicle fuels dedicated to transportation purposes by Proposition 42 (2002) and allocated to state and local governments. See Section 6.02 of Chapter 6.

Traffic Safety Fund
All fines and forfeitures received as a result of arrests by city officers for Vehicle Code violations must be deposited in a special city "Traffic Safety Fund" to be used for traffic control devices; maintenance of equipment and supplies for traffic law enforcement and traffic accident prevention; the maintenance, improvement or construction of public streets, bridges or culverts; and the compensation of school crossing guards who are not regular full-time members of the police department.

TRANs
See tax and revenue anticipation notes.

Transactions and Use Tax
Also, known as an "add-on local sales tax," a tax imposed on the total retail price of any tangible personal property and the use or storage of such property when sales tax is not paid. See Section 2.03.

Transient Occupancy Tax
Tax levied by cities on persons staying 30 days or less in a room(s) in a hotel, inn, motel, tourist home, non-membership campground or other lodging facility. Also called Transient Lodging Tax or Hotel Tax. See Section 2.06.

Transportation Improvement Fee
State tax on motor vehicle registrations adopted under the Road Repair and Accountability Act of 2017 (SB1 Beall). See Section 6.02 of Chapter 6.

Triple Flip
A mechanism used to repay state fiscal recovery bonds pursuant to Proposition 57 of 2004. Under the Triple Flip, the local sales and use tax rate was reduced from 1.00 percent to 0.75 percent with the 0.25 percent diverted to repay state fiscal recovery bonds. Cities and counties were reimbursed for the lost revenue from a shift of property tax revenue.

Tideland Revenue
Revenues granted by the state for use of city tideland in production of oil, gas and other hydrocarbons.

Transportation Tax
Special tax imposed by counties for county transportation needs. Typically collected with the sales and use tax, some cities receive a portion of the transportation tax usually in .25 percent tax rate increments.

Unsecured Property
As the property tax is guaranteed by placing a lien on the real property, unsecured property is that real property in which the value of the lien is not sufficient to assure payment of the property tax.

Use Tax
A tax imposed on the use or storage of tangible personal property when sales tax is not paid. See also "sales tax." See Section 2.02.

User Fee
Fees charged for the use of a public service or program such as for recreation programs or public document retrieval. User fees for property-related services are referred to as property-related fees. See Chapter 4.

Utility Connection Fee
Utility connection fees or capacity fees are imposed on the basis of a voluntary decision to connect to a utility system or to acquire the right to use additional capacity. See Chapter 4.

Utility Rate
A category of user fee paid by the user of utility services. See Chapter 4.

Utility Users Tax
Tax imposed on the consumer (residential and/or commercial) of any combination of electric, gas, cable television, water and telephone services. See Section 2.05.

Vehicle Parking District Law of 1943
The 1943 Act allows cities and counties to purchase land for parking structures, construct and maintain parking lots and pay for related planning.

VLF
See Motor Vehicle License Fee.

VLF — Property Tax Swap
The trade of most city and county Vehicle License Fee revenue for additional property tax share and revenue. See Section 2.01 and Section 6.01.

Vehicle Registration Fees
See Vehicle Registration Taxes, Chapter 2, Section 2.13.

Vehicle Registration Taxes
A special tax on vehicle registration imposed countywide for specific purposes authorized in state law. See Chapter 2, Section 2.13.

Voter Approved Property Tax for Indebtedness
Includes ad valorem property taxes levied in addition to the 1 percent rate for voter approved debt, approved prior to July 1, 1978 or after July 1, 1986.

Williamson Act and Open Space Subvention
State subvention to foster preservation of open-space by lowering cost of property tax.

Yield
The total amount of revenue a government expects to receive from a tax, determined by multiplying the tax rate by the tax base. Also, the annual rate of return on an investment, expressed as a percentage of the investment.

Mayors and Council Members Academy

January 25, 2024

LEAGUE OF CALIFORNIA CITIES

Strengthening California Cities through Advocacy and Education

Effective Advocacy and Key City Issues

Advocacy and Public Affairs
League of California Cities

Moderator

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Agenda

- Cal Cities Advocacy Overview
- Your Role as an Advocate
- 2024 Advocacy Priorities and Issues

Cal Cities Advocacy: How Policy is Developed

Cal Cities Advocacy

APPLICATION FOR LEAVE TO FILE AMICUS BRIEF

TO THE HONORABLE CHIEF JUSTICE:

Pursuant to California Rules of Court, Rule 8.520(f), the amicus curiae identified below respectfully requests permission to file the attached brief in support of State of California. This application is filed within 30 days after the filing of the reply brief on the merits and is therefore timely pursuant to Rule 8.520(f)(2).

THE INTEREST OF *AMICUS CURIAE*

The League of California Cities

The League of California Cities (the "League") is an association of California cities dedicated to protecting and restoring local control to for the public health, safety, and welfare of their residents, and to e quality of life for all Californians. The League is advised by its cacy Committee, comprised of 24 city attorneys. The Committee monitors litig those cases

NO ON 6

Stop the Attack on Bridge & Road Safety!

YES ON 22

PROTECT LOCAL SERVICES. *STOP STATE RAIDS!*

nd Education

@calcities @calciti



Legislative Advocacy

- Protect the common interests of cities statewide
- Protect and promote local decision-making
- Seek and protect state and federal funding to support cities
- Implement grassroots activities in conjunction with specific advocacy campaigns in partnership with the Regional Public Affairs Managers

Legal Advocacy

- Represent the interests of California cities in federal and state courts
- File friend-of-the-court briefs and letters in appellate courts and with state Attorney General for cases affecting local authority

Ballot Measure Advocacy

Prop. 6
Protect Transportation Funds



2018

Prop. 22
Protect Transportation and Local Funds



2010

Prop. 98/99
Protect City Rent Control and Land Use



2008

Prop. 90
Protect City Land Use Authority



2006

Prop. 1A
Protect Local Revenues from State Raids



2004

Cal Cities Policy Influencers

11 **Lobbyists and Policy** Analysts

57 **Board** Members

10 **Municipal** Departments

16 **Regional** Divisions

5 **Diversity** Caucuses

16 **Regional Public Affairs** Managers

400+ **Policy Committee** Members

75 **Cal Cities** Partners

Cal Cities Policy Arenas

- General Assembly
- Division Meetings
- Policy Committees Meetings
- Board of Directors Meetings



Policy Committees

- Community Services
- Environmental Quality
- Governance, Transparency, and Labor Relations
- Housing, Community, and Economic Development
- Public Safety
- Revenue and Taxation
- Transportation, Communications, and Public Works





California Civic Leadership Institute (CCLI)

CALIFORNIA
CIVIC LEADERSHIP INSTITUTE®

Provides a forum to help inform and prepare local officials interested serving in the Legislature.

Your Role as an Advocate

Sara Sanders and Jennifer Quan
Regional Public Affairs Managers

Regional Public Affairs Managers





Sara Sanders
Redwood Empire



Charles Anderson
Sacramento Valley



Nancy Hall
Bennett North Bay



Sam Caygill
East Bay



Seth Miller
Peninsula



Deanna Sessums
Monterey Bay



Stephen Qualls
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Jeff Kiernan
Los Angeles County



Kristine Guerrero
Los Angeles County



Jennifer Quan
Los Angeles County



Connor Medina
Orange County



Jesse Ramirez
Riverside County



Laura Morales
Desert Mountain
Inland Empire



Catherine Hill
San Diego County
Imperial County

Regional Public Affairs Managers

Your main point of contact at Cal Cities for:

- Legislative developments
- Insights on political dynamics influencing legislation
- Calls to action

Advocacy Strategies

- Communicate your city's position
  - Position letters
  - Contacting your legislators

- Coordinate with your regional public affairs manager

Relationship Building

- Legislators and district staff
- Administration officials
- County officials
- Special district officials
- Local opinion leaders and organizations
- Local media outlets

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- **Instagram**: calcities
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- **LinkedIn**: calcities

2024 Advocacy Priorities

2024 Cal Cities Advocacy Priorities









1. Safeguard local revenues and bolster local economic development
2. Strengthen climate change resiliency and disaster preparedness
3. Improve public safety in California communities
4. Expand investments to prevent and reduce homelessness and increase the supply of affordable housing

Cal Cities Budget Request

- Cal Cities calls on the state to:
  - Honor funding commitments to cities made in the 2023-24 budget
  - Create a permanent, dedicated funding stream of $3 billion annually to address homelessness and construct more affordable housing
  - Safeguard local revenues

2024 Look Ahead

Advocacy Team
League of California Cities

Proposed 2024-25 State Budget

Overall, the Governor's proposed $291.5 billion budget:

- Forecasts a **deficit** of $38 billion in 2024-25
- Assumes continued steady growth; does not assume a recession
- Proposes to draw from the state's reserve accounts to close the budget gap



Proposed 2024-25 State Budget

Overall, the Governor's proposed $291.5 billion budget:

- **Does not include redirection of city funds to address state budget shortfalls**
- Does not include deep cuts to most ongoing programs
- Draws upon $13.1 billion in reserves

However…



Proposed 2024-25 State Budget

Overall, the Governor's proposed $291.5 billion budget:

- Does not include new, ongoing funding to address the housing supply and homelessness
- Climate change and housing received the largest cuts

Balancing the Budget

The proposed budget is balanced with a combination of:

- $13.1 billion in reserves
- $8.5 billion in spending reductions
- $5.7 billion in internal borrowing
- $5.1 billion in delays
- $3.4 billion in shifts$2.1 billion in deferrals



Revenue and Taxation

Potential Issues in 2024:

- New tax exemptions
- Short-term rentals
- Property Tax Allocation
- 2024 Ballot measures
- Sales tax rebate agreements

Community Services in the Budget

- **Homelessness:** Maintains $3.4 billion General Fund in 2023-24 to address homelessness
- **Behavioral Health:** Largely maintains funding for critical investments made in recent years with delays to several key programs
- **Child Care:** Maintains funding for subsidized child care slots and includes $2.1 billion to fund roughly 146,000 new slots
- **Parks and Open Space:** Reduces funding for Outdoor Equity Grants by $25 million
- **Libraries:** Pulls back $131.3 million for the Local Library Infrastructure Grant Program and forgoes planned investments of $33 million in 2024-25, $33 million in 2025-26, and $34 million in 2026-27

Community Services

Potential Issues in 2024:

- Accountability and transparency for state homelessness funding
- Ongoing funding to address homelessness
- Proposition 1
- Sober living homes and recovery housing
- Overdose prevention
- Seniors and aging
- Community disaster preparedness

Environmental Quality in the Budget

- 2024-25 budget proposal makes significant changes to the prior budget's climate commitments

- Maintains 89% of the $54 billion ($48.3 billion) dedicated over five years (which is shifted in the proposal to seven years)
  - $2.9 billion in reductions
  - $1.9 billion in delays of expenditures to future years
  - $1.8 billion in shifts to other funds (primarily the Greenhouse Gas Reduction Fund) for climate-related programs

Environmental Quality

Potential Issues in 2024:

- Legislative:
  - Climate Bonds
  - Qualifying Logistics Use Projects
  - Organic Waste (SB 1383 Implementation)
  - Emergency Preparedness/Disaster Relief

- Regulatory:
  - Single Use Plastic and Packaging Recycling Regulations (CalRecycle)
  - Long-Term Water Conservation Regulations (State Water Board)
  - Sea Level Rise (Coastal Commission, Ocean Protection Council)

Governance, Transparency, and Labor Relations in the Budget

- **State Employees' Retirement Contributions:**
  - $6.9 billion ($3.5 billion General Fund) for the statutorily required annual state contribution to CalPERS for state pension costs in 2024-25
- **Information Technology System Upgrades and Modernizations**
  - Unemployment Insurance Trust Fund Loan Interest
  - EDDNext
  - Division of Workers' Compensation
- **Workforce**
  - California Jobs First (formerly the Community Economic Resilience Fund)
  - Apprenticeship Innovation Fund

Governance, Transparency, and Labor Relations

Potential Issues in 2024:

- Brown Act and Public Meeting Modernization
- Artificial Intelligence
- Public Records Act Requests
- Campaign Finance
- Pension Sustainability and Divestment
- California Voting Rights Act and Redistricting
- Labor Relations
- Cybersecurity

Housing, Community, and Economic Development in the Budget

- $500 million cut to the Low Income Tax Credit Program
- $300 million cut to the Regional Early Action Planning Grants 2.0 (REAP 2.0)
- $250 million cut to the Multifamily Housing Program
- $247.5 million cut to the Foreclosure Intervention Housing Preservation Program

Housing, Community, and Economic Development in the Budget

- $200 million cut to the Infill Infrastructure Grant Program
- $152.5 million cut to the CalHome Program
- $50 million cut to the Veteran Housing and Homelessness Prevention Program
- $13.7 million cut to the Housing Navigators Program

Housing, Community, and Economic Development

Potential Issues in 2024:

- By-Right Approvals of Adaptive Reuse and Office Conversion Projects
- Round 7 RHNA Reforms – HCD Study Pending
- Housing Bond
- Mitigation Fees Limits or Deferrals
- Enforcement of State Housing Law by the Attorney General
- Potential Legislative Responses to Supreme Court Rulings – Sheetz vs. County of El Dorado

Public Safety in the Budget

The 2024-25 budget proposal provides some ongoing funding for fentanyl and no cuts to the retail theft programs. However, there are some cuts to wildfire funding:

- **Fentanyl Response**: $30 million in additional investment
- **Planned Prison Closures**: $9.6 million in General Fund savings
- **Cannabis Funding**: Loan of $100 million from the Cannabis Tax Fund to the General Fund
- **Climate Change/Wildfires:** $100.7 million in reversion for various climate programs including wildfire prevention programs

Public Safety Issues

Potential Issues in 2024:

- Retail Theft including potential changes to Proposition 47
- Fentanyl Response
- Cannabis Reform
- Emergency preparedness/response

Transportation, Communications, and Public Works in the Budget

2024-25 budget proposes using a combination of shifting and delaying of funds to maintain previous commitments to statewide transportation projects.

- **Broadband**
  - $1.5 billion to make up for an anticipated shortfall in the Broadband for All infrastructure funding

- **Transportation Funding:** 99% of previous investments maintained
  - Transit Intercity Rail: Delays $1 billion in grant funding
  - Active Transportation: Reduces $200 million
  - Zero-Emission Vehicles: Delays $45 million in grants

Transportation, Communications, and Public Works

Potential Issues in 2024:

- Protecting SB 1 Revenues/Exploring Sustainable Alternative Funding Sources
- Autonomous Vehicles/Public Safety
- Advanced Clean Fleet Regulation Compliancy
- EVCS Permitting and Deployment
- Energy Storage Permitting and Deployment

Questions?

LEAGUE OF CALIFORNIA CITIES

SAVE THE DATE

April 17-19, 2024 Sacramento, CA

City Leaders SUMMIT



THANK YOU!



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City Council Meeting **J. 4.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the Bicycle Rideshare Program (Facilities and Community Services Department Director Crocker)

DISCUSSION:

On August 22, 2023, the Redlands City Council called a special meeting to discuss project and program priorities for individual Council members and the City Council as a whole. One of the priority items included researching the feasibility of a City bicycle share program. A Bike Share Program is a transportation initiative designed to offer users access to bicycles for short, point-to-point trips within a designated service area, often integrated with various transportation modes. The evolution of bike share systems continues on a global scale, diversifying user interfaces and rental options. Studies have also concluded that the implementation of these programs has resulted in positive impacts on communities, including but not limited to environmental factors, health, convenience, and reduced traffic congestion. The bike share programs vary in operation and ownership and appear to cater to the individual needs of each community. For example, they may include contracted vendors and/or city-owned bikes; they include dock stations or dock-less stations; and, they may include non-electric bikes, electric bikes, and/or electric scooters.

At the direction of the City Council, staff performed surveys and conducted research on some surrounding jurisdictions with a bike sharing program to obtain feedback on the implementation of similar programs within our city. The cities surveyed include Rialto, Riverside, Claremont, Palm Springs and West Hollywood. Overall, the programs were positive and share similar goals that are intended to provide an affordable and convenient mode of travel for both residents and visitors.

Outreach:

Rialto
The City of Rialto launched their Bicycle Sharing Program in July 2023, and entered into an agreement with Bewegen Technologies, Inc. They have approximately six stations and thirty bicycles with the potential to expand to 125 bikes. The program aims to increase equitable transportation access, safety for bicyclists and first/last mile connections to transit. The City of Rialto obtained grant funding to perform a bike share assessment study to determine the viability of the program. The bike share study performed, included a demand analysis, equity analysis and public outreach was used to identify station locations. According to the study, results indicated that 50% of residents are interested in the program for short trips, while 25% are interested in the program to connect to transit stops for work. The study was performed by Alta Planning for a total cost of $186,332. The project cost for the period of 5 years is about $1,000,000 and funded by various grants. Maintenance and operation costs are included in this price. Upon recent communication with the City of Rialto regarding the program's performance, it was noted that it was not performing as well as anticipated.

Riverside
The City of Riverside launched the Bike Riverside program in November 2018. The City Council approved an agreement with Bewegen Technologies Inc. for the program's implementation. The program offers 55 electric pedal-assist bicycles and seven stations in key areas; including the Judicial Plaza, Riverside City College, Fox Plaza, the Riverside Convention Center, and the Downtwon Metrolink Station. The program aims to provide an affordable, nonpolluting and convenient mode of transportation, particularly beneficial for short trips and enhancing connectivity to schools, local businesses, and light rail. The program is funded by grants with the intention of improving air quality and reducing traffic. The city offers various pass options, including a single trip, a day pass, monthly pass, and annual membership passes.

West Hollywood
The City of West Hollywood launched a pilot program in July 2021 for an initial term of 18 months. The program has been extended through September 2025 and includes three authorized e-scooter and e-bike operator companies, including Bird, Lime, and Wheels. The program includes electric bikes and scooters with deployment limited to 100 active devices per day per company through a dockless system. The program aims to reduce reliance on passenger vehicles, enhance mobility, and align with climate action goals. Staff implemented roughly 35 physical designated parking stations throughout the city. Physical designated parking stations are marked areas, on and off-street, where devices are recommended to be parked. An online community survey was conducted to evaluate the program via the city's website, social media profiles, and mobility operator email to users; there was a total of 843 responses

that were collected for the survey and 53% were scooter users. Of these responses, 91% stated they were residents, working or both in the city. The survey was able to capture a balance of riders and non-riders, with 53% answering that they had used a scooter in the city while 46% had not. Benefits stated include alternative transport, reduced vehicular traffic, and environmental advantages with challenges including safety concerns, improper parking and impact on pedestrian pathways.

Oakland
On a larger scale, the City of Oakland has a program effective from July 2021 to July 2027 for a period of ten years. The agreement is with Bay Area Motivate LLC, which is now operated as "Bay Wheels" by Lyft. The program includes 1250 dockless electric bikes with designated parking areas located throughout the city. The program aims to improve mobility, environmental sustainability, and transit connectivity. Public outreach was conducted during various phases and meetings with the community. The program operates at no cost to the city and is grant funded from the Bay Area Air Quality Management District. The city offers various pass options, including a single trip, a day pass, monthly pass, annual membership passes and discounted membership programs. Benefits stated in this program include enhanced mobility, reduced environmental impacts, and equitable transportation with challenges including the need for consistent regulatory compliance, theft and vandalism.

Conclusion:

The overall sentiment from communities has been positive. The bike-share programs have successfully contributed to the well-being and connectivity of these cities, demonstrating the potential benefits for alternative transportation modes, environmental factors and reduced traffic congestion. It appears that all programs were either funded or heavily supported by grant funding. There was also a mix of approaches to implementing these programs, including pilot programs or short-termed agreements and conducting survey or assessment studies either in-house or through a third party. Overall, it did appear that feedback from the community provided direction on the locations of stations and number of bikes. The common feedback from several cities for dock station systems lauded the requirement for bikes to be parked in designated docking stations at the end of rides. This practice prevents overcharging and ensures efficient use of the system. For the dock-less station systems, cities lauded the requirement for designated areas for the parking of bikes or scooters. Some common challenges include theft and vandalism and its impact on operational efficiency and unexpected cost. While this concern has been raised, it is essential to acknowledge that these challenges are not unique to any specific bike-share model.

Options:

If the City Council determines that advancement of a bike sharing program is desirable, city staff would offer the following options:

1. Explore grant funding opportunities or partnerships;

2. Issue an RFP to enter into an agreement with a private company for a pilot program or short-termed agreement;

3. Issue an RFP to conduct a Bicycle Sharing Program Assessment and identify specific characteristics of our community and station locations; and

4. No action

City Council Meeting **K. 1.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the 2024-2025 Community Development Block Grant Program Year proposed project listing, and authorization for submittal of the 2024-2025 Cooperating City Recommended Projects Form to the County of San Bernardino Community and Housing Division (Development Services Director Desatnik)

MOTION(S):

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

I move to direct staff to prepare the 2024-2025 Community Development Block Grant Program Cooperating City of Recommended Projects Form using the recommendation in this report and submit it to the County of San Bernardino Community Development and Housing Division prior to the February 13, 2024, deadline.

RECOMMENDATION:

Staff recommends the City Council approve the following funding requests for the projects listed below based on an evaluation and analysis of all the applications submitted, received and deemed eligible for the 2024-2025 Community Development Block Grant (CDBG) Program Year beginning on July 1, 2024:

No.	Provider	Project/Program	Amount
1	Redlands Senior Community Center Project	Kitchen Rehabilitation	$284,019.85
2	Family Service Association/Redlands	Housing and Food Assistance	$ 7,500.00
3	Boys & Girls Club of Greater Redlands - Riverside	Food Distribution	$ 7,500.00
4	YMCA of the East Valley	Legal Aid Services	$ 7,500.00
5	Citrus Counseling Services	Mental Health Services	$ 5,121.00
6	The Nowell Family Foundation, Inc.	Housing and Recovery Services	$ 7,500.00
7	Partners Against Violence	Supportive Services for Victims of Violence	$ 7,500.00
8	The Blessing Center, Inc.	Transitional Housing Assistance	$ 7,500.00

DISCUSSION:

The County of San Bernardino (County) released the annual CDBG Notice of Funds Availability (NOFA) to the public on Monday, November 6, 2023, for the 2024-2025 CDBG Program Year that begins July 1, 2024. The NOFA solicited applications from eligible non-profit public service agencies (PSAs) as well as applications for other CDBG activities such as capital improvement projects (CIPs) for funding consideration by the City Council. (Attachment A)

The County establishes each participating city's annual allocation based on the most current U.S. Census statistics for poverty, overcrowded housing conditions and population. The estimated allocation for Redlands Fiscal Year (FY) 2024-2025 is $334,141, which represents no change from the prior FY award. Each year this allocation is an estimate subject to change dependent upon federal appropriations and the final allocation to the County's CDBG Participating Cities Program from the Department of Housing and Urban Development (HUD). The County limits the number of total allowable projects that each participating city can fund annually. Redlands is limited to a maximum of nine (9) allowable projects, of which only two (2) can be CIPs with a minimum award of $75,000 per project and a maximum cap of 15% of the City's overall annual CDBG allocation is available to fund eligible PSAs, or $50,121.15 for FY 2024-2025. (Attachment B)

In response to this year’s NOFA, the County received a total of nine (9) applications for Redlands, of which seven (7) are eligible PSAs, one (1) eligible City CIP and one (1) PSA application was deemed ineligible by the County. The total funding requests for eligible applications was $527,481, of which $380,000 for the City CIP and $147,481 for the PSAs. The County determines eligibility

based on their consistency with CDBG National Objectives and the strategies and goals of the Consolidated Plan. A list of all applications received with a brief description of the proposed CDBG project is attached to this report (Attachment C).

Staff is recommending funding the City CIP for the Redlands Senior Community Center Rehabilitation Project (Center) which includes a kitchen renovation comprised of installation of energy-efficient kitchen appliances, LED lighting upgrades and a flooring overhaul in the amount of $287,703.53 which includes $3,683.53 in unprogrammed funds from prior years allocations (see Attachment C). This Center is also a cooling center, serves senior meals and this project will also address compliance with the Americans with Disabilities Act requirements.

Further recommendations include funding all seven (7) of the eligible PSA applications. A comprehensive eligibility analysis was completed for all PSA applications received. Four (4) of the PSA's have a history of providing services to the residents of the City and are consistent with previous Council CDBG funding priorities, have demonstrated the ability to successfully meet project objectives and perform the administrative obligations of the CDBG program. One (1) PSA application for The Blessing Center, Inc., is new to CDBG in the current FY and two (2) new PSA applications are for Citrus Counseling Services and The Nowell Family Foundation, Inc. and are recommended for approval.

While there is no minimum award for PSA projects, administration of a CDBG project, which is the responsibility of City staff, can be very time-intensive. For this reason, the City Council previously determined a minimum award of $7,500. The City does not receive any portion of the CDBG award to administer the program, thereby making it a general fund expense. However, staff is recommending six (6) of the awards in the amount of $7,500, which meets the minimum funding award threshold and one (1) in the amount of $5,121 to Citrus Counseling Services' as their funding request was only $5,364; their services are eligible, align with the funding priorities of the City Council as well as with the CDBG National Objectives (see Attachment C). In subsequent years, a more comprehensive eligibility analysis may be necessary in determining future funding awards depending on the number of eligible PSA applications received.

The City's 2024-2025 final funding recommendations will be included in the 2024-2025 Annual Action Plan prepared by the County and presented to the County Board of Supervisors during a public hearing to be held in April 2024. Once approved, the 2024-2025 Annual Action Plan will be submitted by the County to HUD prior to the May 15, 2024, deadline. Once the County's 2024-2025 Annual Action Plan is approved by HUD, the City will be notified of the award, at which time a staff report and resolution will be presented on a future City Council date for proposed acceptance of the grant award and approval of the resolution. The approved 2024-2025 CDBG Funding would then become available to awardees on July 1, 2024.

ALTERNATIVES:

The City Council may elect not to approve the funding recommendations and provide alternative funding recommendations within the funding thresholds described in this report. However, electing not to submit the 2024-2025 Cooperating City Recommended Projects Form to the County by the February 13, 2024, deadline may result in a loss of the CDBG funding for FY 2024-2025 and could result in a reduction of or loss of funding in future years.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Tricia Munoz, Development Services Management Analyst

Fiscal Impact

Discussion:
There is no impact to the General Fund by approving this item.

Attachments

Attachment A - NOFA
Attachment B - FY2024-25 CDBG Funding Form
Attachment C - 2024-2025 Project Applications List

NOTICE OF FUNDING AVAILABILITY (NOFA)

SAN BERNARDINO COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT AND HOUSING (CDH)

CONSOLIDATED HUD COMMUNITY PLANNING AND DEVELOPMENT (CPD) GRANTS PROGRAM
Program Year 2024-25

San Bernardino County is a direct recipient of federal community development and housing funds provided by the United States Department of Housing and Urban Development (HUD) and uses these funds to provide decent housing, suitable living environments, and expanded economic opportunities, principally for low- to moderate-income persons.

The County is seeking applications for Community Development Block Grant (CDBG) funding from applicants (Cities and Non-Profit Agencies) who are capable of providing eligible public service and/or capital improvement activities that will help the County meet the needs of its community and achieve the goals and objectives listed in the County's Hud Five Year Consolidated Plan.

For the 2024-25 Program Year, beginning July 1, 2024, it is anticipated that the County will receive approximately $2.7 million in CDBG funds to support eligible activities for the County's CDBG Participating Cities. Eligible activities for CDBG funding must meet one of the following national objectives: 1) principally benefit low- to moderate-income persons, 2) eliminate slums and blight, and 3) meet an urgent need. These funds are available to service the following CDBG program Participating Cities: Adelanto, Barstow, Big Bear Lake, Colton, Grand Terrace, Highland, Loma Linda, Montclair, Needles, Redlands, Twentynine Palms, Yucaipa, Yucca Valley, and the surrounding communities. All interested applicants within these jurisdictions are encouraged to apply.

Examples of eligible activities include but are not limited to:

Public Service Activities (Capped at 15%)

- Child Care Services
- Senior Services (e.g., daycare programs or subsidized meal programs)
- Handicapped Services
- Health and Mental Health Services
- Services to Battered and Abused Spouses
- Legal Services
- Employment Training
- Food Banks
- Transportation Services

Capital Improvement Activities

- Infrastructure Improvements (e.g., street paving, sidewalk, curb and gutter, or water/sewer lines)
- Neighborhood Facility Improvements (e.g., parks, libraries, recreational facilities, community centers, or senior centers)
- Special Needs Facilities (e.g., homeless, domestic violence shelters, nursing homes, or group homes)

HOW TO APPLY

CDBG funding applications will be released on Monday, November 6, 2023. To obtain instructions and guidelines for the application for CDBG funding, please refer to the Community Development and Housing website: https://sbcountycdha.com/community-development-and-housing-department/nofas-notices-rfps/. The deadline for submitting applications is **Monday, December 11, 2023, by or before 4:00 P.M.**. Applications must be submitted through the online Web Application Management System (WAMS): https://sbc.hdsoftware.net/login. Any applications received after the deadline will not be accepted.

Should you have a question regarding the CDBG application process please contact Bryan Anderson, Supervising ECD Analyst by telephone at (909) 501-0625 or by email at Bryan.Anderson@cdh.sbcounty.gov. Also, it is our intention to comply with the requirements of the Americans with Disabilities Act (ADA) in every way. Should you require assistance please contact Bryan Anderson at the telephone number or email listed above.

NOTE

The following cities are NOT part of the County's CDBG Participating Cities Program: Chino, Chino Hills, Fontana, Hesperia, Ontario, Rancho Cucamonga, Rialto, San Bernardino, Upland, Victorville, and the Town of Apple Valley. However, they are direct recipients of HUD federal funds. To apply for funding in these cities, you are encouraged to contact each city directly.

COUNTY OF SAN BERNARDINO
Community Development and Housing Department

2024-2025 Community Development Block Grant (CDBG) Program
Cooperating City Recommended Projects Form

City [1]: City of Redlands **City Council Hearing Date [2]:** Tuesday, February 6, 2024

City's 2024-2025 Allocation (3): $ 334,141.00 **Public Service Limit (15%) [4]:** $ 50,121.15 **Available Unprogrammed Funds From Prior Years [5]:** $3,683.53

CDH Application Log # (6)	Project Title (* indicates project requires a "General Fund Guarantee") (7)	Public Service *YIN* (8)	Applicant's Requested Amount [9]	City's 2024-2025 Recommended Allocation Amount (10)	Available Unprogrammed Funds to Commit to Activity (11)	Public Service Amount (12)	Activity Total (13)
REDL24CN-017	Redlands Senior Center Kitchen Rehabilitation Project	N	$ 380,000.00	$ 284,019.85	$ 3,683.53	$ -	$ 287,703.38
REDL24PS-004	Family Service Association of Redlands	Y	$ 24,996.00	$ -	$ -	$ 7,500.00	$ -
REDL24PS-057	Boys & Girls Clubs of Greater Redlands-Riverside	Y	$ 20,000.00	$ -	$ -	$ 7,500.00	$ -
REDL24PS-047	YMCA of the East Valley	Y	$ 10,000.00	$ -	$ -	$ 7,500.00	$ -
REDL24PS-056	Citrus Counseling Services	Y	$ 5,364.00	$ -	$ -	$ 5,121.00	$ -
REDL24PS-039	The Nowell Family Foundation, Inc.	Y	$ 50,121.00	$ -	$ -	$ 7,500.00	$ -
REDL24PS-030	Partners Against Violence	Y	$ 25,000.00	$ -	$ -	$ 7,500.00	$ -
REDL24PS-041	The Blessings Center, Inc.	Y	$ 12,000.00	$ -	$ -	$ 7,500.00	$ -
			$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -
		Totals [14]	**$ 527,481**	**$ 284,019.85**	**$ 3,683.53**	**$ 50,121.00**	**$ 287,703.38**

Public Service Calculation [15]:

Public Service Limit: $ 50,121.15 **Less Total Public Service Activity Amount:** $ 50,121.00 **Amount Available to Program to Public Service Activities:** $ 0

Remaining Balance of Unprogrammed Funds [16]: $ -

Authorized City Representative [17]:

Signature Tricia Munoz, Management Analyst **Date [18]**

General Fund Guarantee Certification [19]

For Third-Party capital improvement activities, the City understands that reimbursements received from the County for which no measurable outcome is achieved may subsequently be required to be repaid by the City (using non-federal funds) to County. Measurable outcomes are defined as providing benefits to low- to moderate-income individuals, families, organizations, and communities and are derived from the project or program.

☐ YES *The City agrees to enter into a "General Fund Guarantee" in order for the County to recommend activity funding.*

Eligible Applications

New/Cont.	District	Location	Applicant	Application #	Project Title	Project Description	Amount Requested	Recommended Award	Comments	Eligible: Yes/NO	Supervising ECD Analyst Initials	Accomplishment #
Cont	Third District	Redlands	Tricia Munoz, Management Analyst 35 Cajon Street, Suite 20 Redlands, CA 92373 tmunoz@cityofredlands.org 909-335-4755 ext. 9	REDL24CN-017	Redlands: Redlands Senior Center - Rehabilitation Project	Funding For Construction Project - The Redlands Senior Community Center Rehabilitation Project will include, but not limited to the The proposed project includes the installation of energy-efficient kitchen appliances, a flooring overhaul, introduction of LED lighting, establishment of commercial kitchen-grade walls, and an upgrade to the HVAC system. This facility supports the City of Redlands Meals on Wheels and Senior Congregate Meals programs. Approximately 27,000 seniors citizens will benefit from these improvements.	$380,000.00	$284,020.00	Funding for Eligible Construction Project - The Redlands Senior Community Center Rehabilitation Project. Approximately 27,000 seniors citizens will benefit from these improvements. The Joslyn Senior Center is owned by the City. Compliance to the Davis-Bacon Federal Wage Rates and other related Acts including Section 3 may increase the cost of construction by as much as 20%.	Yes		
Cont	Third District	Redlands	Kyra Stewart, Executive Director 612 Lawton Street Redlands, CA 92374 kyra@redlandsfamilyservice.org 9097932673	REDL24PS-004	Redlands: Housing and Food Program - FSA of Redlands	Public Service - Family Service Association of Redlands will provide case management services, including food, personal supplies and rental assistance to keep families from losing their residence	$24,996.00	$7,500.00	Expanding Eligible Public Service - Family Service Association of Redlands, under contract with the City of Redlands, will provide case management services; emergency food and rental assistance to approximately 152 low-and moderate-income households through their outreach office in Redlands to City of Redlands and the surrounding area. Public Services are limited to low-and moderate-income households and require monthly documentation that at least 51% of the households served qualify as low-and moderate-income. This activity was funded in previous years (less than 12 months) and is a continuing activity. Therefore, a quantifiable increase in the level of service or a new additional service is required in order to continue to be eligible for CDBG funding.	Yes		
Cont	Third District	Redlands	Brandy A. Weber, Resource Development Manager Boys & Girls Club of Greater Redlands - Riverside 1251 Clay St. Redlands, CA, 92374 909-798-4599	REDL24PS-057	Redlands: Boys and Girls Club - Food Distribution Program	Public Service - The City of Redlands will contract with Boys and Girls Club of Redlands-Riverside to provide a Family Strengthening Program that will include providing food to approximately 210 low-and-moderate-income households.	$20,000.00	$7,500.00	Eligible Public Service - Boys and Girls Club of Redlands-Riverside, under contract with the City of Redlands, will provide a Family Strengthening Program that will include providing food to approximately 210 low-and-moderate-income households in the City of Redlands and surrounding area.Public Services are limited to low-and moderate-income households and require monthly documentation that at least 51% of the households served qualify as low-and moderate-income. A quantifiable increase in the level of service or a new additional service is required in order to continue to be eligible for CDBG funding.	Yes		
Cont	Third District	Redlands	Darwin Barnett, Chief Executive Officer YMCA of the East Valley 500 E. Citrus Avenue Redlands, CA 92373 dbarnett@ymcaeastvalley.org 909-798-9622 ext. 7107	REDL24PS-047	Redlands: YMCA of the East Valley - Legal Services	Public Service - The YMCA of the East Valley, under contract with The City of Redlands, will provide legal services to approximately 600 low-and moderate-income households in the City of Redlands and surrounding area.	$10,000.00	$7,500.00	Expanding Eligible Public Service - The YMCA of the East Valley, under contract with the City of Redlands, will provide legal services to approximately 600 low-and moderate-income households in the City of Redlands and surrounding area. Public Services are limited to low-and moderate-income households and require monthly documentation that at least 51% of the households served qualify as low-and moderate-income. This activity was funded in previous years (less than 12 months) and is a continuing activity. Therefore, a quantifiable increase in the level of service or a new additional service is required in order to continue to be eligible for CDBG funding. This activity was funded in previous years (less than 12 months) and is a continuing activity.	Yes		
New	Third District	Redlands	Roger Urminski, Chief Executive Officer Citrus Counseling Services 101 E. Redlands Blvd. Ste. 215 Redlands, CA 92373 ruminski@ccs-cares.org (909) 748-5416	REDL24PS-056	Redlands: Citrus Counseling Services - Mental Health Services	Public Service - Citrus Counseling Services will provide mental health services to approximately 3 youth from homeless and/or low-and-moderate-income households.	$5,364.00	$5,121.00	Public Service - Citrus Counseling Services, under contract with the City of Redlands, will provide mental health services to approximately 3 youth from homeless and/or low-and-moderate-income households within the City of Redlands and surrounding area. Public Services are limited to low-and moderate-income persons and require monthly documentation that at least 51% of the persons served qualify as low-and moderate-income. Homeless Persons are a presumed 51% low-to moderate-income population. However, documentation is still required. A quantifiable increase in the level of service or a new additional service is required in order to continue to be eligible for CDBG funding.	Yes		
New	Third District	Redlands	Kellie Nowell, Chief Financial Officer The Nowell Family Foundation, Inc. 5574 East Bayshore Walk Long Beach, CA 90803 kellie@thenowellfamilyfoundation.org 714-726-6103	REDL24PS-039	Redlands: Bradley's House Project - Substance Abuse - Housing and Recovery Service	Pubic Service - Bradley's House Project will temporarily house and provide recovery programs to approximately 50 homeless and low-to moderate income adult males who are affected by substance abuse.	$50,121.00	$7,500.00	Eligible Pubic Service - Bradley's House Project, under contract with the City of Redlands, will temporarily house and provide recovery programs to approximately 50 homeless and low-to moderate income adult males who are affected by substance abuse within the City of Redlands and the surrounding area. Public Services are limited to low-and moderate-income persons and require monthly documentation that at least 51% of the persons served qualify as low-and moderate-income. A quantifiable increase in the level of service or a new additional service is required in order to continue to be eligible for CDBG funding.	Yes		
Cont	Third District	Redlands	Michelle Cates, Executive Director Partners Against Violence 444 N. Arrowhead Ave, Ste. 101 San Bernardino, CA 92401 michelle.c@partnersav.org 909-885-8884	REDL24PS-030	Redlands: Supportive Services for Victims of Violence - Partners Against Violence	Expanding Public Service - Partners Against Violence (PAV), under contract with the City of Redlands, will provide outreach and crisis intervention to approximately 105 victims of abuse and domestic violence within the City of Redlands and the surrounding area.	$25,000.00	$7,500.00	Expanding Eligible Public Service - Partners Against Violence (PAV), under contract with the City of Redlands, will provide crisis intervention and community prevention education services to approximately 105 persons who may be victims of abuse or domestic violence within the City of Redlands and the surrounding area. Public Services are limited to low-and moderate-income persons and require monthly documentation that at least 51% of the persons served qualify as low-and moderate-income. Battered and abused spouses are a presumed 51% low-to moderate-income population. However, documentation is still required. Also, a quantifiable increase in the level of service or a new additional service is required in order to continue to be eligible for CDBG funding. This activity was funded in previous years (less than 12 months) and is a continuing activity.	Yes		
Cont	Third District	Redlands	Ariana Avila, Sr. Funding and Project Coordinator The Blessing Center, Inc. 1255 W Colton Ave Redlands, CA 92374 acont007@gmail.com 9095206834	REDL24PS-041	Redlands: Transitional Housing - The Blessing Center	Public Service - The Blessing Center provides shelter and educational services to approximately 30 homeless, low-income, victims of domestic violence, and at-risk children in the City of Redlands and surrounding area.	$12,000.00	$7,500.00	Expanding Eligible Public Service - This project is an eligible public service to assists persons who are homeless and low to moderate income, including women and children who are homeless. Sub-activities of this program include individual and group counseling, counseling for children, mentoring, case management, therapy sessions, parenting skills classes, after school on-line tutoring, on-site petting zoo, and on-site therapy gardening opportunities. Public Services are limited to low-and moderate-income persons and require monthly documentation that at least 51% of the persons served qualify as low-and moderate-income. Homeless Persons are a presumed 51% low-to moderate-income population. However, documentation is still required. Also, a quantifiable increase in the level of service or a new additional service is required in order to continue to be eligible for CDBG funding. This activity was funded in previous years (less than 12 months) and is a continuing activity.	Yes		
						Totals	$527,481.00	$334,141.00				

New/Cont.	District	Location	Applicant	Application #	Project Title	Project Description	Amount Requested	Comments	Eligible: Yes/NO
New	Third District	Redlands	Mary Haddad, Chief Financial Officer St. Anthony Bridges to Home 1609 N. Mountain Avenue #304 Upland, CA 91784 bridgestohome13@gmail.com 909-437-3221	REDL24PS-016	Redlands: St. Anthony Bridges to Home - Welcome Home Project	**Not Eligible** St. Anthony Bridges, under contract with the City of Highland, will provide furniture distribution for personal use to approximately 10 low-and moderate-income households in Highland and the surrounding areas.	$5,250.00	**Not Eligible** Public Service - St. Anthony Bridges to Home, under contract with the City of Redlands, will provide furniture distribution for personal use to approximately 78 low-and moderate-income households in Redlands and the surrounding areas. 24 CFR 570.207(b)(1)(iii) Furnishings and personal property. The purchase of equipment, fixtures, motor vehicles, furnishings, or other personal property not an integral structural fixture is generally ineligible.	NO

City Council Meeting **K. 2.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Public Work Contract with Matich Corporation for the Pavement Management Program (PMP) 2023 Street Resurfacing Project for an amount not-to-exceed $4,381,606, approval of a $381,606 additional appropriation from the unassigned PARIS Fund balance, and determination that the Project is categorically exempt from environmental review pursuant to Section 15301 of the State's Guidelines for Implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council determine approval of the contract and construction of the PMP 2023 Street Resurfacing Project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve the PMP 2023 Street Resurfacing Project Plans and Specifications, and award a Public Work Contract to Matich Corporation for an amount not-to-exceed $4,381,606; and

3. I move that the City Council approve a $381,606 additional appropriation from the PARIS Fund.

RECOMMENDATION:

Staff recommends City Council determine approval of a Public Works Contract and construction of the PMP 2023 Street Resurfacing Project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act. Staff

further recommends City Council approve the PMP 2023 Street Resurfacing Project Plans and Specifications, award a Public Works Contract to Matich Corporation for an amount not-to-exceed $4,381,606, and authorize an additional appropriation of $381,606 from the unassigned PARIS Fund balance.

DISCUSSION:

Upon completion of the Pavement Accelerated Repair Implementation Strategy (PARIS) program in December 2020, staff began developing a strategy to pave the remaining 1/3 of City streets, while performing the necessary preventative maintenance on the 2/3 of City streets that were previously rehabilitated. In July 2019, City Council approved an agreement with Bucknam Infrastructure Group, Inc. (Bucknam) to evaluate the condition of pavement throughout the City and update the PMP database. The condition of City street surfaces was evaluated and rated, and the projected life cycle for each was determined. The PMP 2020 identifies a schedule for maintenance and reconstruction of City streets at the appropriate time intervals in order to extend their overall life expectancy in the most efficient and economical manner. In addition, the PMP 2020 establishes a comprehensive process to prioritize the rehabilitation of the City's street system and is a powerful tool to determine how best to utilize the City's available financial resources.

The updated PMP 2020 includes a project forecasting strategy developed by Bucknam that follows the PMP maintenance and rehabilitation project budgets and addresses the specific needs of each street. Since completion of the PARIS program, the City has completed paving approximately eighty-seven (87) lane miles of streets. Staff utilized the PMP 2020 to prepare plans and specifications for the PMP 2023 Street Resurfacing Project (Project), which includes resurfacing approximately twenty-five (25) lane miles of streets, selective replacement of curb and gutter, and striping replacement. All known utility agencies operating within the City have been contacted to coordinate construction activities within the Project limits.

Staff prepared plans and specifications and advertised the Project on December 15, 2023. On January 4, 2024, the City Clerk's office received and opened the following four (4) bids for the Project:

BID OPENING REPORT SUMMARY	
Bidders	**Bid Amount**
Matich Corporation, Highland, CA	$4,381,606.00
R.J. Noble Company, Orange, CA	$5,227,911.10
All American Asphalt, Corona, CA	$5,460,390.00
Hillcrest Contracting, Corona, CA	$5,816,561.69

Each bid was reviewed by staff to determine responsiveness to bid requirements and Matich Corporation was determined to be the lowest responsive bidder. Staff recommends awarding a Public Works Contract to Matich Corporation (Matich) for an amount not-to-exceed $4,381,606. The Fiscal Year 23/24 PARIS Project budget includes $4,000,000 for this project and approval of the Matich contract requires an additional appropriation of $381,606 from the PARIS Fund unassigned balance. The Project is scheduled for completed within one hundred ten (110) working days after the date of issuance of a Notice to Proceed to the Contractor.

This project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act as the Project involves rehabilitation and maintenance of existing streets and there is no expansion to the existing use.

ALTERNATIVES:

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

STRATEGIC PLAN:

Priority D:
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:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Fiscal Year:	FY 23/24
Appropriation Required Y/N:	Yes
Amount:	$381,606
Budgeted Y/N:	Yes
Account No.:	211910

Discussion:

The FY 23/24 PARIS Project budget (211910) includes $4,000,000 for this project and approval of this Public Works Contract requires an additional appropriation of $381,606 from the projected unassigned balance for the PARIS Fund (211) as of June 30, 2024.

Attachments

A. Matich Public Work Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. Additional Appropriation Form
F. PMP 2023 Project Plans
G. PMP 2023 Project Specifications

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 6th day of February, 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 Matich Corporation, a California corporation (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: PMP 2023 Street Resurfacing Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's PMP 2023 Street Resurfacing Project, Project No. 211008 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of four million three hundred eighty-one thousand six hundred six dollars ($4,381,606) 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 ten (110) 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 one thousand dollars ($1000) 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 one thousand dollars ($1000) 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)

Matich Corporation
Name of Contractor

By:_____
Signature of Authorized Agent

Jason G. Jones, Vice President
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

149783
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
PMP 2023 Street Resurfacing Project
Project No. 211008

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.

Matich Corporation
(Contractor)

_____
(Signature)

Jason G. Jones, Vice President
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Matich Corporation (hereinafter designated as "Principal") have entered into an agreement dated February 6, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as PMP 2023 Street Resurfacing Project, Project No. 211008 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, Liberty Mutual Insurance Company as Surety, are held and firmly bound unto the City in the penal sum of four million three hundred eighty-one thousand six hundred six dollars ($4,381,606) 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 Matich Corporation (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 February 6, 2024, and identified as PMP 2023 Street Resurfacing Project, Project No. 211008 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 four million three hundred eighty-one thousand six hundred six dollars ($4,381,606) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

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

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **4th day of January 2024 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **PMP 2023 Street Resurfacing Project – Project No. 211008**. 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	Matich Corporation, San Bernardino CA	Yes	Yes	N/A	$4,381,606.00
2	R.J. Noble Company, Orange CA	Yes	Yes	N/A	$5,227,911.10
3	All American Asphalt, Corona CA	Yes	Yes	N/A	$5,460,390.00
4	Hillcrest Contracting, Corona CA	Yes	Yes	N/A	$5,816,561.96

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Goutam Dobey; Geard Nepomuceno

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 211008 — BID DATE: 4-Jan-2024
PMP 2023 Street Resurfacing Project — EST. START DATE: 6-Feb-2024

Item No.	Bid Item	Quantity	Unit	Matich Corporation		R.J. Noble Company	
				Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$218,000.00	$218,000.00	$230,000.00	$230,000.00
2	SWPPP	1	LS	$54,000.00	$54,000.00	$13,000.00	$13,000.00
3	Survey	1	LS	$107,000.00	$107,000.00	$175,000.00	$175,000.00
4	Crack Seal/Fill and Slurry Seal (Type II)	112,840	SY	$2.90	$327,236.00	$2.60	$293,384.00
5	0.1' AC Grind and 0.1' AC Overlay	54,358	SY	$7.90	$429,428.20	$13.25	$720,243.50
6	Pulverize in place top 9" to place 2" AC (FDR-200)	92,934	SY	$10.70	$994,393.80	$12.25	$1,138,441.50
7	Asphalt Concrete Paving	10,037	TON	$85.00	$853,145.00	$117.00	$1,174,329.00
8	Leveling Course	700	TON	$110.00	$77,000.00	$150.00	$105,000.00
9	R/R PCC Curb & Gutter	1,231	LF	$68.00	$83,708.00	$93.00	$114,483.00
10	AC Dike/Berm (6-inch)	12,150	LF	$7.10	$86,265.00	$8.00	$97,200.00
11	R/R PCC Gutter Pan	140	LF	$56.00	$7,840.00	$67.00	$9,380.00
12	Construct X-Gutter w/ Spandrel	400	SF	$33.00	$13,200.00	$41.00	$16,400.00
13	R/R Driveway Approach	801	SF	$22.00	$17,622.00	$26.00	$20,826.00
14	Adjust Manhole w/ Concrete Collar	122	EA	$1,500.00	$183,000.00	$1,250.00	$152,500.00
15	Adjust Valve Cover (Circular)	129	EA	$98.00	$12,642.00	$150.00	$19,350.00
16	Replace Valve Can & Cover (Triangular)	30	EA	$196.00	$5,880.00	$1,400.00	$42,000.00
17	Install Blue/yellow RPM	106	EA	$8.00	$848.00	$15.00	$1,590.00
18	Replace Traffic Loops	14	EA	$490.00	$6,860.00	$535.00	$7,490.00
19	STOP & Misc. Legend (Thermo)	170	EA	$197.00	$33,490.00	$130.00	$22,100.00
20	24" Solid White/Yellow Stripe (Thermo)	297	LF	$5.90	$1,752.30	$15.75	$4,677.75
21	12" Solid White/Yellow Stripe (Thermo)	3,451	LF	$3.00	$10,353.00	$7.90	$27,262.90
22	8" Solid White Stripe (Thermo)	88	LF	$0.96	$84.48	$2.00	$176.00
23	6" Double Yellow Stripe (Thermo)	19,784	LF	$1.36	$26,906.24	$2.60	$51,438.40
24	6" Solid White Stripe (Thermo)	26,808	LF	$0.71	$19,033.68	$1.10	$29,488.80
25	6" Skip White/Yellow Stripe (Thermo)	9,120	LF	$0.71	$6,475.20	$0.40	$3,648.00
26	4" Solid White/Yellow Stripe (Thermo)	14,923	LF	$0.66	$9,849.18	$0.75	$11,192.25
27	4" Skip White/Yellow Stripe (Thermo)	700	LF	$0.66	$462.00	$0.30	$210.00
28	Green Bike Lane	34,186	SF	$5.30	$181,185.80	$5.00	$170,930.00
29	Export Roadway Material	5,018	CY	$47.00	$235,846.00	$65.00	$326,170.00
30	Unforeseen work not covered in all other bid iten	1	LS	$200,000.00	$200,000.00	$200,000.00	$200,000.00
31	Demobilization	1	LS	$178,100.12	$178,100.12	$50,000.00	$50,000.00
	Last Minute Additions/Deductions				$0.00		$0.00
			Total Bid Price		**$4,381,606.00**		**$5,227,911.10**

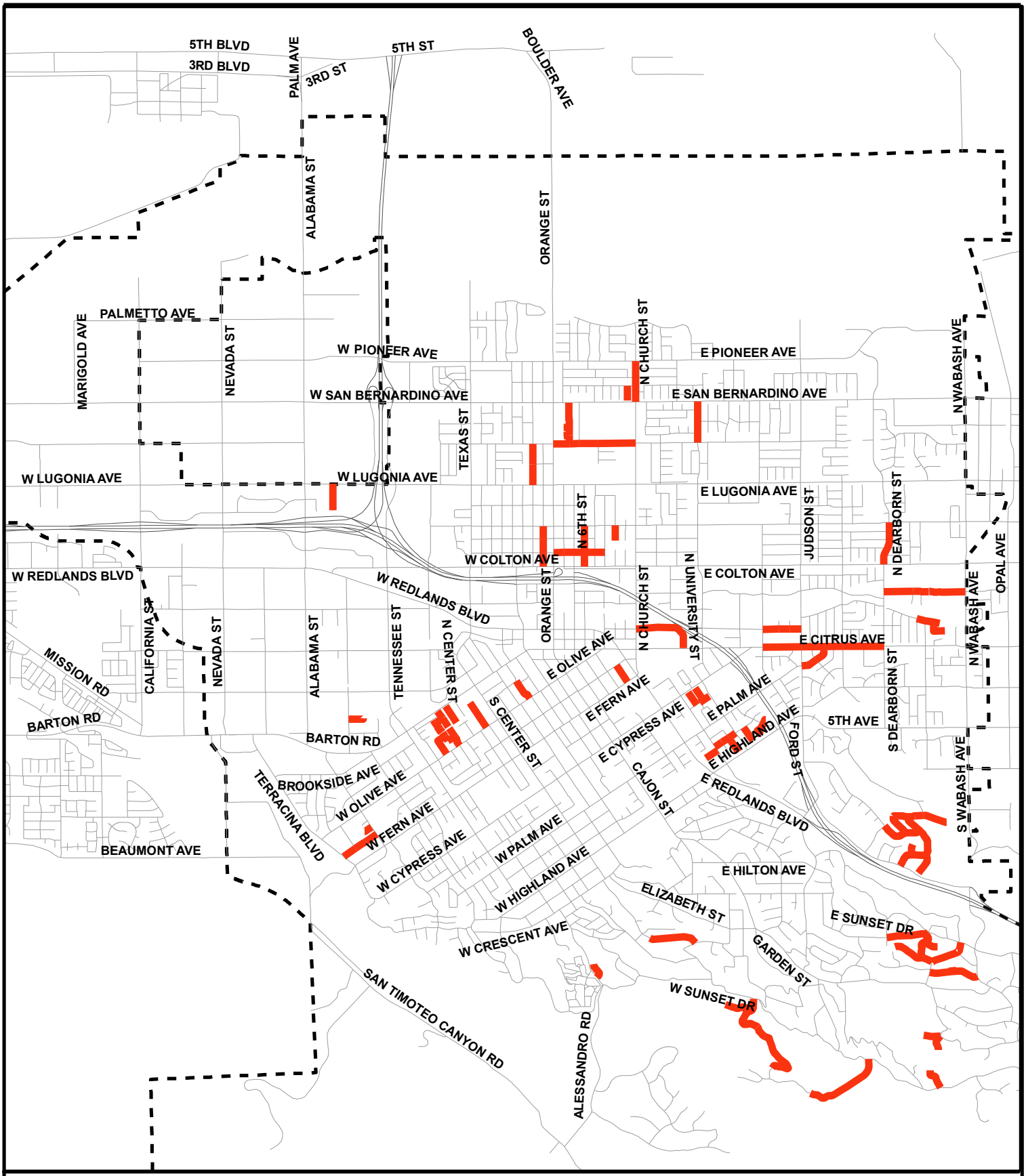
License Status	Active	Active
Sub's License Status	Active	Active
Bid Bond Company	Liberty Mutual Insurance	Western Surety Company
Submitted Entire Bid Package	Yes	Yes
Submitted Sub's Qualification Statement	Yes	Yes
DIR Status	Active	Active
Error in Bid	No	No

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 211008 — BID DATE: 4-Jan-2024
PMP 2023 Street Resurfacing Project — EST. START DATE: 6-Feb-2024

Item No.	Bid Item	Quantity	Unit	All American Asphalt		Hillcrest Contracting	
				Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$250,000.00	$250,000.00	$235,000.00	$235,000.00
2	SWPPP	1	LS	$45,000.00	$45,000.00	$30,000.00	$30,000.00
3	Survey	1	LS	$175,000.00	$175,000.00	$179,000.00	$179,000.00
4	Crack Seal/Fill and Slurry Seal (Type II)	112,840	SY	$3.00	$338,520.00	$3.90	$440,076.00
5	0.1' AC Grind and 0.1' AC Overlay	54,358	SY	$11.50	$625,117.00	$13.30	$722,961.40
6	Pulverize in place top 9" to place 2" AC (FDR-200)	92,934	SY	$14.50	$1,347,543.00	$15.70	$1,459,063.80
7	Asphalt Concrete Paving	10,037	TON	$123.00	$1,234,551.00	$119.00	$1,194,403.00
8	Leveling Course	700	TON	$185.00	$129,500.00	$120.00	$84,000.00
9	R/R PCC Curb & Gutter	1,231	LF	$135.00	$166,185.00	$49.00	$60,319.00
10	AC Dike/Berm (6-inch)	12,150	LF	$12.00	$145,800.00	$8.00	$97,200.00
11	R/R PCC Gutter Pan	140	LF	$110.00	$15,400.00	$63.00	$8,820.00
12	Construct X-Gutter w/ Spandrel	400	SF	$70.00	$28,000.00	$98.00	$39,200.00
13	R/R Driveway Approach	801	SF	$35.00	$28,035.00	$46.00	$36,846.00
14	Adjust Manhole w/ Concrete Collar	122	EA	$1,325.00	$161,650.00	$1,580.00	$192,760.00
15	Adjust Valve Cover (Circular)	129	EA	$345.00	$44,505.00	$1,050.00	$135,450.00
16	Replace Valve Can & Cover (Triangular)	30	EA	$1,450.00	$43,500.00	$1,180.00	$35,400.00
17	Install Blue/yellow RPM	106	EA	$15.00	$1,590.00	$8.40	$890.40
18	Replace Traffic Loops	14	EA	$620.00	$8,680.00	$840.00	$11,760.00
19	STOP & Misc. Legend (Thermo)	170	EA	$125.00	$21,250.00	$205.00	$34,850.00
20	24" Solid White/Yellow Stripe (Thermo)	297	LF	$15.00	$4,455.00	$6.10	$1,811.70
21	12" Solid White/Yellow Stripe (Thermo)	3,451	LF	$8.00	$27,608.00	$3.10	$10,698.10
22	8" Solid White Stripe (Thermo)	88	LF	$2.00	$176.00	$1.00	$88.00
23	6" Double Yellow Stripe (Thermo)	19,784	LF	$2.50	$49,460.00	$1.42	$28,093.28
24	6" Solid White Stripe (Thermo)	26,808	LF	$1.25	$33,510.00	$0.73	$19,569.84
25	6" Skip White/Yellow Stripe (Thermo)	9,120	LF	$0.40	$3,648.00	$0.74	$6,748.80
26	4" Solid White/Yellow Stripe (Thermo)	14,923	LF	$1.00	$14,923.00	$0.68	$10,147.64
27	4" Skip White/Yellow Stripe (Thermo)	700	LF	$0.50	$350.00	$0.68	$476.00
28	Green Bike Lane	34,186	SF	$5.00	$170,930.00	$5.50	$188,023.00
29	Export Roadway Material	5,018	CY	$28.00	$140,504.00	$67.00	$336,206.00
30	Unforeseen work not covered in all other bid iten	1	LS	$200,000.00	$200,000.00	$200,000.00	$200,000.00
31	Demobilization	1	LS	$5,000.00	$5,000.00	$16,700.00	$16,700.00
	Last Minute Additions/Deductions				$0.00		$0.00
			Total Bid Price		**$5,460,390.00**		**$5,816,561.96**

License Status	Active	Active
Sub's License Status	Active	Active
Bid Bond Company	Fidelity and Deposit Co. of Maryland	Fidelity and Deposit Co. of Maryland
Submitted Entire Bid Package	Yes	Yes
Submitted Sub's Qualification Statement	Yes	Yes
DIR Status	Active	Active
Error in Bid	No	No



PMP 2023 STREET RESURFACING PROJECT LOCATION MAP

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 1/4/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)

Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
PMP 2023 Street Construction	211910	8403	211008	$ 381,606.00
				$ $ 381,606.00

REVENUE APPROPRIATION INCREASE (if applicable)

Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
				$ $ 0.00

JUSTIFICATION: The Project was budgeted at $4,000,000 in Fiscal Year 2023-24. Additional $381,606 is required to fund the entire project from unassigned PMP street construction fund (Fund 211) available for FY 23/24.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

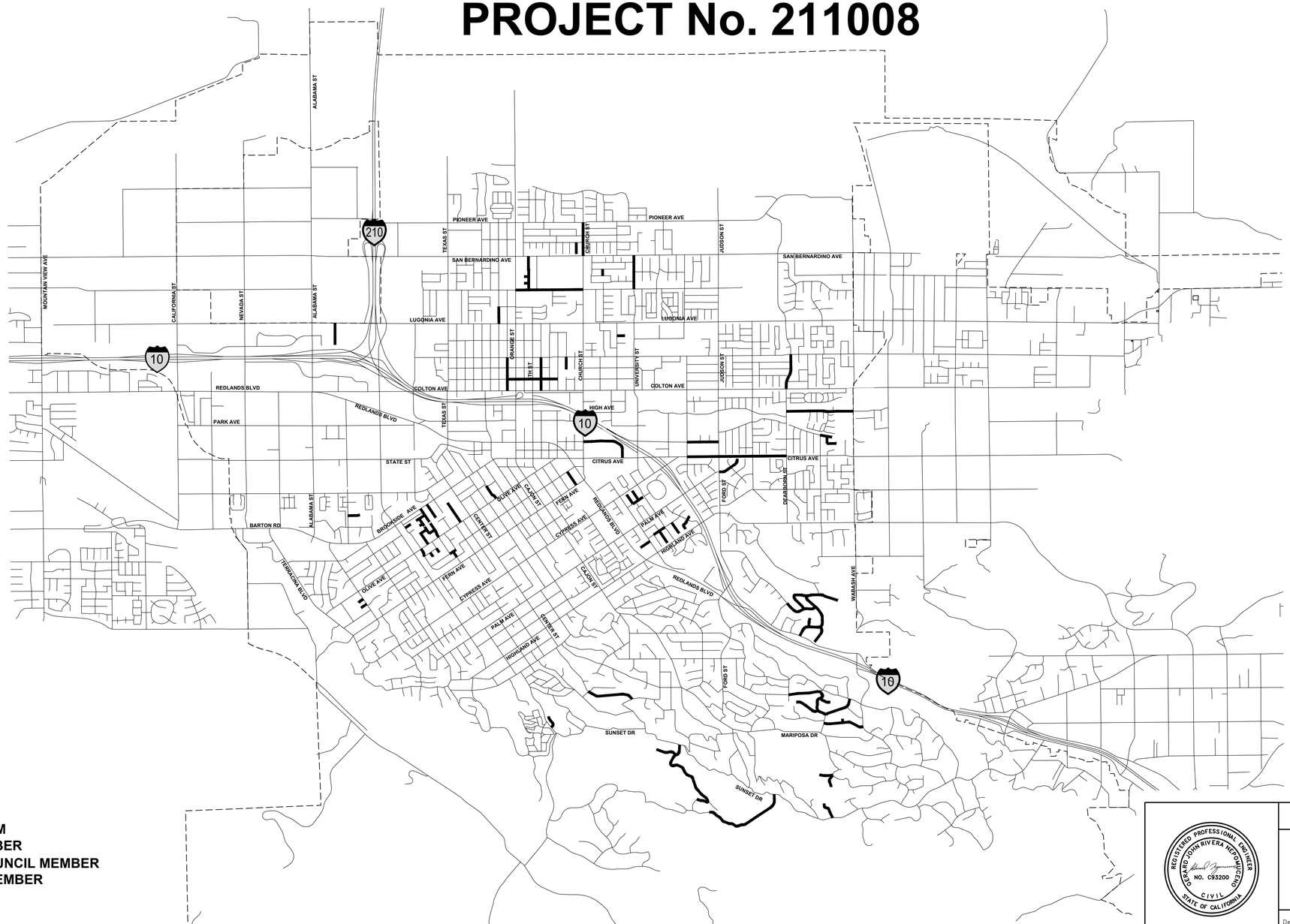
Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

CONSTRUCTION PLANS FOR
CITY OF REDLANDS
PMP 2023 STREET RESURFACING PROJECT
PROJECT No. 211008



NORTH

VICINITY MAP
NTS

SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET & VICINITY MAP
2	INDEX MAP
3	NOTES AND DETAILS
4–6	QUANTITIES TABLES
7–12	STREET SEGMENTS LAYOUT

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
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PMP 2023 STREET RESURFACING PROJECT
PROJECT NO. 211008
TITLE SHEET

Designed by: GN
Date: 12/2023
Checked by: GN
Date: 12/2023
Drawn by: GN
Date: 12/2023
Checked by: GKD
Date: 12/2023

Reviewed By: 12/1/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 12/1/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 1 of 12 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

2434-ST-01/12

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PROJECT INDEX MAP

NTS

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PMP 2023 STREET RESURFACING PROJECT
PROJECT NO. 211008
INDEX MAP

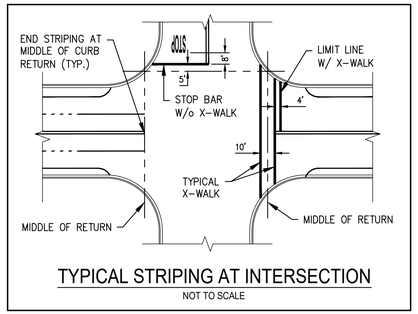
Designed by: GN
Date: 12/2023
Checked by: GN
Date: 12/2023
Drawn by: GN
Date: 12/2023
Checked by: GKD
Date: 12/2023

Reviewed By: 12/1/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 12/1/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 2 of 12 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

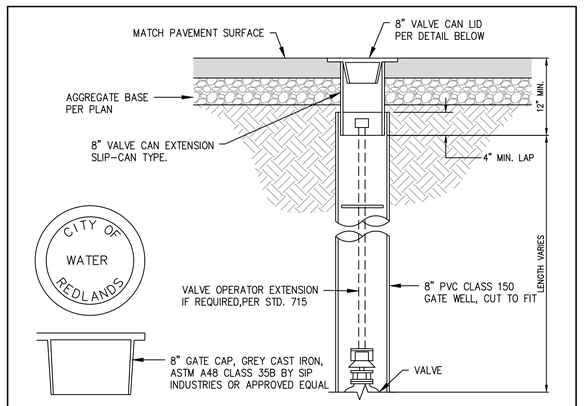
2434-ST-02/12

Redlands Regular Meeting of 02-06-24
Item No. 8.1
Page 102 of 351
\\Mwa\Engineering\Capital Projects\21400 PMP\ 23 Street Resurfacing Project\Exhibits\PMP 2023 Street Resurfacing Project\Exhibit\2434-ST-EXHIB.dwg



TYPICAL STRIPING AT INTERSECTION

NOT TO SCALE

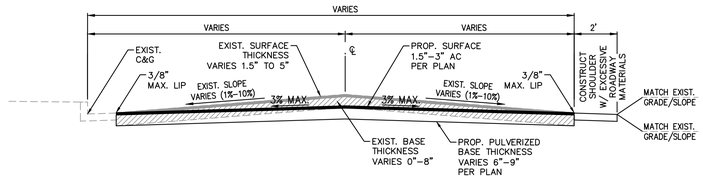


WATER VALVE CAN DETAIL

SCALE: N.T.S.

NOTES

1. VALVE CANS SHALL NOT BE LOCATED IN A GUTTER OR CROSS GUTTER.
2. WHERE DEPTH TO VALVE OPERATOR IS GREATER THAN 6 FEET INSTALL AN OPERATOR EXTENSION.
3. ALL MAIN LINE VALVE LIDS SHALL BE PAINTED BLUE BY CONTRACTOR.
4. ALL FIRE HYDRANT VALVE LIDS SHALL BE PAINTED RED BY CONTRACTOR.



TYPICAL STREET SECTION

SCALE: 1" = 5'

NOTE:

1. EXISTING CROSS SLOPE VARIES FROM 1% TO 10%. AS A RESULT, EVERY FDR-25/FDR-200 STREET REQUIRES EXPORT IN ORDER TO ACHIEVE 3% MAX. CROSS SLOPE.
2. CROSS SLOPE SHALL BE 2% MINIMUM AND SHALL NOT EXCEED 3%.
3. CROWN ELEVATION MUST BE AT LEAST 1.5" BELOW TOP OF CURB ELEVATION.
4. WHERE OFFSET CURB IS PRESENT, THE CROWN ELEVATION MUST BE AT LEAST 1.5" BELOW TOP OF CURB ELEVATION OF THE HIGHER SIDE OF THE STREET.
5. WHERE OFFSET CURB IS PRESENT, CROSS SLOPE OF THE HIGHER SIDE SHALL BE 1% MINIMUM.
6. ANY DEVIATION FROM THE ABOVE REQUIREMENTS SHALL BE APPROVED BY THE CITY STAFF.
7. STREET WITH NO CURB & GUTTER OR NO AC BERM, CONSTRUCT 2-FT SHOULDER AREA WITH EXCESSIVE ROADWAY MATERIAL WHERE FEASIBLE AND MATCH EXISTING GRADE/SLOPE. 90% COMPACTION SHALL BE ACHIEVED WITHIN SHOULDER AREA.
8. CONTRACTOR SHALL IDENTIFY THESE AREA WHERE TO BUILD SHOULDER DURING CONSTRUCTION.

GENERAL NOTES (STREET)

1. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
2. ALL EXISTING SIGNING, STRIPING, AND PAVEMENT MARKINGS, IF REMOVED/OBLITERATED, SHALL BE REPLACED/RESTORED OF SAME KIND, AND IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
3. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER TO SCHEDULE CITY PERSONNEL FOR A FINAL INSPECTION AND APPROVAL OF TRAFFIC CONTROL DEVICES PRIOR TO PROJECT ACCEPTANCE.
4. ALL CONSTRUCTION SIGNS SHALL BE BLACK ON ORANGE BACKGROUND WITH HIGH INTENSITY (FHWA TYPE III) REFLECTIVE SHEETING.
5. 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.
6. 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.
7. 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.
8. 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 MUNICIPAL UTILITIES & ENGINEERING DIRECTOR OR APPOINTED REPRESENTATIVE.
9. IF ANY DAMAGE OCCURS AS A RESULT OF THIS PROJECT, THE CONTRACTOR IS RESPONSIBLE TO REPAIR AT HIS EXPENSES.
10. EXISTING STRIPING SHALL BE REMOVED AND REPLACED AS NECESSARY. NEW STRIPING AND PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE STRIPING PLANS APPROVED BY THE MUNICIPAL UTILITIES & ENGINEERING DIRECTOR OR APPOINTED REPRESENTATIVE.
11. 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.
12. 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.
13. 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 TO ITS COMPLETION AND ACCEPTANCE BY CITY.
14. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL/DETOUR PLAN TO THE ENGINEER FOR APPROVAL. ALL APPROVED CONSTRUCTION SIGNAGE SHALL BE IN PLACE PRIOR TO THE START OF WORK.
15. 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.
16. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ACCURATE "RECORD" DRAWINGS TO THE CITY UPON COMPLETION OF CONSTRUCTION.
17. RESURFACING WORK WITHIN TEN FEET OF ANY RAILROAD X-ING, BRIDGE AND/OR SHALLOW (1-1/2' OR LESS COVER) UNDERGROUND STRUCTURES SHALL BE GRIND & OVERLAY OPERATION INSTEAD OF PULVERIZATION (IF SPECIFIED). THICKNESS OF AC LAYER SHALL BE AS SPECIFIED IN THE PLAN.
18. ALL DELINEATORS, SIGNS, TRAFFIC CONES SHALL BE IN NEW CONDITION.
19. 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.
20. 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.

GENERAL NOTES (STRIPING & MARKINGS)

1. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
2. ALL EXISTING SIGNING, STRIPING, AND PAVEMENT MARKINGS NOT SHOWN ON THE PLANS, IF REMOVED/OBLITERATED, SHALL BE REPLACED/RESTORED OF SAME KIND, AND IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
3. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER TO SCHEDULE CITY PERSONNEL FOR A FINAL INSPECTION AND APPROVAL OF TRAFFIC CONTROL DEVICES PRIOR TO PROJECT ACCEPTANCE.
4. ALL CONSTRUCTION SIGNS SHALL BE BLACK ON ORANGE BACKGROUND WITH HIGH INTENSITY (FHWA TYPE III) REFLECTIVE SHEETING.
5. 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.
6. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL TRAFFIC CONTROL DEVICES AND NECESSARY TO MAINTAIN 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.
7. ALL WORK SHALL CONFORM TO THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)", 2021 EDITION, THE "STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION", 2021 EDITION, AND THE CITY OF REDLANDS STANDARD SPECIFICATIONS. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE MUNICIPAL UTILITIES & ENGINEERING DIRECTOR OR APPOINTED REPRESENTATIVE.

SPECIAL NOTES

1. SEWER AND SD MANHOLE, WATER GATE VALVE BOX AND COVER IN THE SLURRY SEAL PORTION OF THE ROADWAY MAY NOT REQUIRE FIELD ADJUSTMENTS BUT MAY REQUIRE CLEAN UP.
2. APPROXIMATE LOCATION FOR DRIVEWAY APPROACH, X-GUTTER AND ADA RAMP ARE SHOWN ON PLAN. THE EXACT LOCATION WILL BE VERIFIED IN THE FIELD.
3. CONTRACTOR SHALL INCLUDE COMPENSATION FOR INSTALLATION AND RELOCATION OF INFORMATION SIGNS IN THE MOBILIZATION ITEM AS NECESSARY.
4. DURING PULVERIZATION IF MACADAM IS DISCOVERED IN THE ROAD, RESURFACING METHOD SHALL BE CHANGED TO GRIND & OVERLAY WITH THE APPROVAL OF CITY STAFF. PAYMENT SHALL BE MADE PER BID UNIT COST OF THE METHOD CHANGED TO BUT NO ADDITIONAL MONETARY COMPENSATION WILL BE ALLOWED FOR DELAY IN PAVING AND/OR PRODUCTION LOSS.
5. REPAIR AND REPLACE 2' OF AC GUTTER PAN ALONG EXISTING AC DIKE LOCATIONS.

LEGENDS/ MARKINGS	MUTCD STANDARD	QUANTITIES
STOP	FIGURE 3B-23 (CA)	82 EA
AHEAD	FIGURE 3B-23 (CA)	12 EA
SLOW	FIGURE 3B-23 (CA)	6 EA
XING	FIGURE 3B-23 (CA)	6 EA
SCHOOL	FIGURE 3B-23 (CA)	7 EA
	FIGURE 3B-24 (CA) TYPE IV (L)	1 EA
	FIGURE 9C-3 (CA)	13 EA
	FIGURE 9C-3 (CA)	13 EA
	FIGURE 9C-9(CA)	28 EA
	FIGURE 3B-16(CA)	2 EA
	TOTAL	170 EA

GENERAL NOTES (SEWER)

1. SEWER INSTALLATION IS TO BE IN ACCORDANCE WITH THESE PLANS AND THE STANDARD SPECIFICATIONS AND DETAIL DRAWINGS OF THE CITY OF REDLANDS LATEST REVISION THEREOF. IF ANY CONFLICTS ARISE SEE SECTION 2-5.2 OF THE GENERAL CONDITIONS.
2. ALL SEWER PIPE ELEVATIONS GIVEN REFER TO THE FLOWLINE INVERT ELEVATIONS.
3. PVC SEWER IS NOT PERMITTED ON ANY HORIZONTAL OR VERTICAL CURVE AND MUST BE LAID STRAIGHT BETWEEN STRUCTURES.
4. SEWER LATERALS SHALL BE CLEARLY MARKED WITH A 3-INCH TALL "S" CHISELED OR STAMPED IN THE CURB FACE.
5. REQUIRED SEPARATION OF THE WATER AND SEWER MAINS AND LATERALS SHALL BE STRICTLY ADHERED TO. INSTALLATION SHALL COMPLY WITH THE STATE DEPARTMENT OF HEALTH REGULATIONS AND THE DETAIL PROVIDED ON THIS SHEET.
6. SEWER LATERAL LOCATIONS SHALL NOT BE CHANGED MORE THAN 3 FEET (HORIZONTAL) WITHOUT AUTHORIZATION FROM THE CITY.
7. A MANDREL TEST SHALL BE PERFORMED BY THE CONTRACTOR IN THE PRESENCE OF THE CITY INSPECTOR IN ACCORDANCE WITH THE CITY OF REDLANDS SANITARY SEWER SYSTEMS STANDARD SPECIFICATIONS. THE MANDREL, SHALL BE SUPPLIED BY THE CONTRACTOR, APPROVED BY THE CITY OF REDLANDS AND SHALL BE PULLED THROUGH THE PIPE BY HAND.
8. PRIOR TO PAVING OF STREETS OVER A NEW SEWER MAIN, ALL COMPACTION TESTS, AIR TESTS, MANDREL TESTS SHALL BE COMPLETED AND APPROVED BY THE CITY AND A COMPLETE SET OF AS-BUILT DRAWINGS SUBMITTED TO THE MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION OF THE AS-BUILT DRAWINGS.
9. MANHOLE RIM ELEVATIONS INDICATED HEREON ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL RIMS TO FINAL FINISH GRADE, IN COORDINATION WITH STREET IMPROVEMENTS.
10. CLEAN, HAUL, DISPOSE OF EXISTING PIPES, APPURTENANCES, MANHOLES PER SPECIFICATIONS. CONTRACTOR RESPONSIBLE FOR ALL APPLICABLE REGULATIONS AND WORKER SAFETY.
11. AFTER SEWER CONSTRUCTION IS SUBSTANTIALLY COMPLETE, BUT PRIOR TO FINAL APPROVAL, CONTRACTOR SHALL PROVIDE AN INTERNAL DIGITAL VIDEO RECORDING OF THE ENTIRE PIPE REACHES INSTALLED IN ACCORDANCE WITH SECTION 500-1.1.5.
12. CONTRACTOR SHALL PROTECT ALL SURVEY MONUMENTS AND SHALL PAY ALL COSTS TO RE-ESTABLISH ANY MONUMENTS DESTROYED OR DISTURBED DURING THE COURSE OF CONSTRUCTION. ALL WORK SHALL BE PERFORMED BY OR UNDER THE DIRECT SUPERVISION OF A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF CALIFORNIA AND PER SPECIFICATIONS.
13. ALL STATIONING IS BASED ON THE CENTERLINE OF THE STREET, UNLESS OTHERWISE INDICATED.
14. THE PLANS WERE PREPARED USING DATA FROM THE CITY OF REDLANDS GIS DEPARTMENT, THEREFORE CENTERLINE AND PARCEL LINES ARE APPROXIMATE AND FOR REFERENCE ONLY. THE CONTRACTOR SHALL ESTABLISH THE CENTERLINE OF ALL STREETS BY RECORD MAPS FOR ALL REQUIRED CONSTRUCTION STAKING. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR ANY ADDITIONAL SURVEY RESEARCH OR INVESTIGATION TO COMPLETE STAKING.
15. IF SATURATED SOIL IS ENCOUNTERED DUE TO LEAKS IN THE EXISTING UTILITIES, THE CONTRACTOR SHALL REMOVE SATURATED MATERIAL AND REPLACE WITH A SUITABLE BACKFILL MATERIAL UNTIL ADEQUATE COMPACTION CAN BE ATTAINED BY VERIFICATION FROM THE CITY'S GEOTECHNICAL ENGINEER. PRIOR TO ANY REMOVAL OF SATURATED MATERIAL, CONTRACTOR SHALL DISCUSS THE METHODS OF REMEDIATION WITH THE CITY'S REPRESENTATIVE. APPROVAL FROM THE CITY, OR THE CITY'S REPRESENTATIVE, SHALL BE OBTAINED FOR ANY AMOUNT OF SATURATED MATERIAL REMOVAL IN WHICH THE CONTRACTOR ANTICIPATES TO BE COMPENSATED FOR. IF APPROVAL IS NOT OBTAINED, ALL COSTS SHALL BE BORNE BY THE CONTRACTOR. UP TO A 14 DAY DELAY IN THE PAVING OPERATIONS MAY BE REQUESTED AFTER ALL LEAKS HAVE BEEN RESOLVED TO PROVIDE TIME FOR EXCESS MOISTURE TO DISSIPATE, AT NO ADDITIONAL COST TO THE CITY. BASE OR AN APPROVED BACKFILL MATERIAL SHALL BE INSTALLED WITHIN THE TRENCH TO THE EXISTING PAVEMENT SURFACE AND MAINTAINED BY THE CONTRACTOR THROUGHOUT THE DURATION OF REQUESTED DELAY. A NO COST CHANGE ORDER WILL BE PREPARED TO PROVIDE THE CONTRACTOR WITH ADDITIONAL CONTRACT TIME IF SUCH DELAY IS REQUESTED BY THE CITY.
16. BACKFILL UNDER ALL WATERLINES, IRRIGATION LINES OR STORM DRAINS CROSSING THE NEW PIPE TRENCH TO WITHIN ONE FOOT OF THE EXPOSED LINE. BACKFILL THE REMAINDER OF THE TRENCH BENEATH THE LINE AND TO ITS SPRINGLINE, OR 12 INCHES ABOVE THE INVERT FOR STORM DRAIN CHANNELS, WITH 1-1/2 SACK CONCRETE SLURRY.
17. ANY LATERALS INSTALLED INTO A TERMINUS MH SHALL BE INSTALLED PER DETAIL ON SHEET 12.

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PMP 2023 STREET RESURFACING PROJECT
PROJECT NO. 211008
NOTES AND DETAILS

Designed by: GN
Date: 12/2023
Checked by: GN
Date: 12/2023
Drawn by: GN
Date: 12/2023
Checked by: GKD
Date: 12/2023

Reviewed By: 12/1/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 12/1/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 3 of 12 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

2434-ST-03/12

\\fsm\Engineering\Capital Projects\2014\00 PMPS\ RESURFACING\PMP 2023 Street Resurfacing Project\W DESIGN\2-2434-ST PLANS.dwg

SHEET NO.	SEGMENT NO.	STREET NAME	STREET LIMIT FROM	STREET LIMIT TO	STREET LENGTH (LF)	CRACK SEAL/FILL AND SLURRY SEAL TYPE II (SY)	0.1' AC GRIND & OVERLAY (SY)	PULVERIZE TOP 9" TO PLACE 2" AC OVER 9" FDR-200 (SY)	R&R PCC CURB & GUTTER (LF)	AC DIKE / BERM (LF)	R&R GUTTER PAN (LF)	X-GUTTER WITH SPANDREL (SF)	R&R DWY APPR (SF)	ADJUST SEWER & SD MH (EA)	WATER VALVE COVER (CIRCULAR) (EA)	WATER VALVE CAN/COVER (TRIANGULAR) (EA)	REPLACE BLUE RPM (EA)	REPLACE TRAFFIC LOOPS (EA)	STOP LEGEND (EA)	MISC. LEGEND (EA)	24" SOLID WHITE/ YELLOW (LF)	12" STOP BAR (LF)	12" SOLID WHITE/ YELLOW (LF)	8" SOLID WHITE/ YELLOW (LF)	6" SOLID WHITE/ YELLOW (LF)	6" DOUBLE YELLOW D-22 (LF)	6" SKIP WHITE/ YELLOW (LF)	4" SOLID WHITE/ YELLOW (LF)	4" SKIP WHITE/ YELLOW (LF)	GREEN BIKE LANE (SF)
7	2396	INDIANA CT	LUGONIA AVE	END	820		4414		16				230	3	8		3						135			50				
7	2397	ALTA ST	SAN BERNARDINO AVE	SAN JUAN AVE	766	2720											2													
7	2398	ALTA ST	SAN JUAN AVE	SAN MARCOS AVE	260	919			135																					
7	2399	ALTA ST	SAN MARCOS AVE	PENNSYLVANIA AVE	241	847											1		1			16								
7	2400	SAN JUAN AVE	ALTA ST	END	156	555			30								1													
7	2401	SAN MARCOS AVE	ALTA ST	END	158	570											1													
7	2402	PENNSYLVANIA AVE	ORANGE ST	ALTA ST	467	1862														9	84		195		820	421				
7	2403	PENNSYLVANIA AVE	ALTA ST	LASSEN ST	316	1259														4					736	267				
7	2404	PENNSYLVANIA AVE	LASSEN ST	DE ANZA ST	617	2482											2			12	66		72		1158	585				
7	2405	PENNSYLVANIA AVE	DE ANZA ST	CHURCH ST	1165	4253											2		1	15	77		221		2435	1115				
7	2406	SUN AVE	WASHINGTON ST	ORANGE ST	286		980												1				73							
7	2407	SUN AVE	ORANGE ST	ALTA ST	278		1105							1	1				1				86							
7	2408	SUN AVE	ALTA ST	5TH ST	330		1250		65					1					2			44								
7	2409	SUN AVE	5TH ST	HERALD ST	340		1492							1	1		1		3			66								
7	2410	SUN AVE	HERALD ST	TRIBUNE ST	330		1353																							
7	2411	SUN AVE	TRIBUNE ST	POST ST	290		952																							
7	2412	CLAY ST	DELAWARE AVE	LUGONIA AVE	637	2279											1		1				24							
7	2413	CLAY ST	DELAWARE AVE	LUGONIA AVE	668	2246											1		1				24							
7	2414	CHURCH ST	PIONEER AVE	FRONTIER AVE	193	766			25										1			18								
7	2415	CHURCH ST	FRONTIER AVE	HARTZELL AVE	283	1117																								
7	2416	CHURCH ST	HARTZELL AVE	DOYLE AVE	260	987																								
7	2417	CHURCH ST	DOYLE AVE	DOYLE AVE	204	801			135																					
7	2418	CHURCH ST	DOYLE AVE	SAN BERNARDINO AVE	260	1038			100								1		1			24								
7	2419	KIRBY CT	DOYLE AVE	END	478	1933											2													
7	2420	UNIVERSITY ST	SAN BERNARDINO AVE	KIMBERLY LN	238	949											1		1			18								
7	2421	UNIVERSITY ST	KIMBERLY LN	GREYSTONE AVE	375	1493																								
7	2422	UNIVERSITY ST	GREYSTONE AVE	LALANIA AVE	371	1481											1													
7	2423	UNIVERSITY ST	LALANIA AVE	PENNSYLVANIA AVE	279	1112											1					18								
7	2424	WASHINGTON ST	BROCKTON AVE	UNION AVE	377		1163							1	1				2			36								
7	2425	WASHINGTON ST	UNION AVE	SUN AVE	447		1391							1	2		1		2			36								
7	2426	WASHINGTON ST	SUN AVE	COLTON AVE	424		1370							1	2	1	1		2			36								
7	2427	HERALD ST	BROCKTON AVE	UNION AVE	375		1145		80						1				2			36								
7	2428	HERALD ST	UNION AVE	SUN AVE	447		1228								1		1		1			18								
7	2429	HERALD ST	SUN AVE	COLTON AVE	410		1183		80										2			18								
7	2430	OXFORD DR	BROCKTON AVE	END	497		2022		25					1	4		2		1			24								
8	2431	INDEPENDENCE AVE	DEARBORN ST	JEFFERSON ST	869	3081													1			24				1664	870			
8	2432	INDEPENDENCE AVE	JEFFERSON ST	ADAMS ST	259	912																				450	260			
8	2433	INDEPENDENCE AVE	ADAMS ST	WESTBROOK CIR	260	918																				461	261			
8	2434	INDEPENDENCE AVE	WESTBROOK CIR	WILLOWCREEK DR	179	636																				288	180			
8	2435	INDEPENDENCE AVE	WILLOWCREEK DR	WABASH AVE	966	3641													1				120	88	1950	945				
8	2436	DEARBORN ST	BROCKTON AVE	CAMPUS AVE	276	1840											1		1	4			200		965	260	400	4000		420
8	2437	DEARBORN ST	CAMPUS AVE	CLOCK AVE	262	1747											1			2					500	230	200	1754		260
8	2438	DEARBORN ST	CLOCK AVE	CAMBRIDGE AVE	320	2133											1			2					436	294	200	1800		260
8	2439	DEARBORN ST	CAMBRIDGE AVE	WATERFORD AVE	195	1298											1			4					265	146		865		200
8	2440	DEARBORN ST	WATERFORD AVE	COLTON AVE	311	1824											1		2	3		43	142		267	200	400	666		420
8	2441	HERRINGTON DR	LA SALLE ST	RAINBOW LN	248	876																								
8	2442	HERRINGTON DR	RAINBOW LN	END	206	712																								
8	2443	RAINBOW LN	WILLOWCREEK DR	END	640	2392											2													
8	2444	CENTRAL AVE	GROVE ST	KAYE CT	501	1793			25				166						1			16								
8	2445	CENTRAL AVE	KAYE CT	CRAIG CT	354	1252																								
8	2446	CENTRAL AVE	CRAIG CT	JUDSON ST	332	1215													1			16								
8	2447	CITRUS AVE	GROVE ST	JUDSON ST	1224		8570							7	7		1	7	6	6		40	275		2002	1147	2594	2002	300	10372
8	2448	CITRUS AVE	JUDSON ST	LINCOLN ST	1319		8787							7	14			7	8	8		32	265		2200	1234	2668	2200	200	11322
8	2449	CITRUS AVE	LINCOLN ST	DEARBORN ST	1291		8274							3	9		2		8	8		64	274		2211	1232	2658	1636	200	10932
8	2450	CENTRAL AVE	CHURCH ST	CITRUS AVE	1988		7679							6	6	1	4		2	9	70	15	105			890				
8	2451	ARDMORE AVE	ROOSEVELT RD	CORONADO DR	243	956																								
8	2452	ARDMORE AVE	CORONADO DR	BERMUDA DR	133	540			40																					

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PMP 2023 STREET RESURFACING PROJECT
PROJECT NO. 211008
QUANTITIES TABLE (2396-2452)

Designed by: GN
Date: 12/2023
Checked by: GN
Date: 12/2023
Drawn by: GN
Date: 12/2023
Checked by: GKD
Date: 12/2023

Reviewed By: 12/1/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 12/1/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 4 of 12 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

2434-ST-04/12

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SHEET NO.	SEGMENT NO.	STREET NAME	STREET LIMIT FROM	STREET LIMIT TO	STREET LENGTH (LF)	CRACK SEAL/FILL AND SLURRY SEAL TYPE II (SY)	0.1" AC GRIND & OVERLAY (SY)	PULVERIZE TOP 9" TO PLACE 2" AC OVER 9" FDR-200 (SY)	R&R PCC CURB & GUTTER (LF)	AC DIKE / BERM (LF)	R&R GUTTER PAN (LF)	X-GUTTER WITH SPANDREL (SF)	R&R DWY APPR (SF)	ADJUST SEWER & SD MH (EA)	WATER VALVE COVER (CIRCULAR) (EA)	WATER VALVE CAN/COVER (TRIANGULAR) (EA)	REPLACE BLUE RPM (EA)	REPLACE TRAFFIC LOOPS (EA)	STOP LEGEND (EA)	MISC. LEGEND (EA)	24" SOLID WHITE/ YELLOW (LF)	12" STOP BAR (LF)	12" SOLID WHITE/ YELLOW (LF)	8" SOLID WHITE/ YELLOW (LF)	6" SOLID WHITE/ YELLOW (LF)	6" DOUBLE YELLOW D-22 (LF)	6" SKIP WHITE/ YELLOW (LF)	4" SOLID WHITE/ YELLOW (LF)	4" SKIP WHITE/ YELLOW (LF)	GREEN BIKE LANE (SF)
8	2453	ARDMORE AVE	BERMUDA DR	END	245	1022																							
8	2454	CORONADO ST	ARDMORE AVE	END	432	1841											2												
8	2455	BERMUDA ST	ARDMORE AVE	END	427	1835			10								2												
8	2456	PALMAVE	FORD ST	CORAL CT	456	1614			20								2		1			18							
8	2457	PALMAVE	CORAL CT	END	461	1893											1												
8	2458	LA PALOMA ST	CLARK ST	FERN AVE	561	1992			60								1		1			18							
9	2459	PARKER CT	KANSAS CT	END	468	2024											3												
9	2460	BELLA VISTA CT	BELLEVUE AVE	END	300	1194											1												
9	2461	LAUREL AVE	BELLEVUE AVE	ROBERTS ST	781	2896			30				105				2												
9	2462	LAUREL AVE	ROBERTS ST	TERRACINA BLVD	428	1612							300				1		1			18	124						
9	2463	DALE LN	END	DALE LN	140	731			25								1												
9	2464	DALE LN	DALE LN	BROOKDALE DR	239	844						200																	
9	2465	DALE LN	END	DALE LN	150	658			10								1												
9	2466	DALE LN	DALE LN	DALE LN	224	825			20																				
9	2467	DALE LN	DALE LN	END	123	434																							
9	2468	BROOKDALE DR	BROOKSIDE AVE	DALE LN	266	938						200							1			20							
9	2469	BROOKDALE DR	DALE LN	END	360	1338											2												
9	2470	DALE LN	END	LAUREL AVE	150	556											1												
9	2471	DALE LN	LAUREL AVE	HAMLIN PL	185	750																							
9	2472	HAMLIN PL	DALE LN	NANETTE ST	238	904											1												
9	2473	LAUREL AVE	SAN JACINTO ST	DALE LN	270	989											1												
9	2474	SAN JACINTO ST	LAUREL AVE	OLIVE AVE	477	1811			25								1		1			20							
9	2475	NANETTE ST	END	HAMLIN PL	335	1236											1												
9	2476	NANETTE ST	HAMLIN PL	OLIVE AVE	275	973													1			18							
9	2477	EVERGREEN CT	ROOSEVELT RD	CORONADO DR	244	860																							
9	2478	EVERGREEN CT	CORONADO DR	BERMUDA DR	263	926			45																				
9	2479	CORONADO DR	EVERGREEN CT	END	660	2379			65								2												
9	2480	BERMUDA ST	EVERGREEN CT	END	580	2379											1												
9	2481	EVERRON CT	EVERGREEN CT	END	489	2183			20								2												
9	2482	ROMA ST	BROOKSIDE AVE	END	622	2380			45								1		1			18							
9	2483	JUNIPER CT	ROOSEVELT RD	END	470	1922			35																				
9	2484	NORWOOD ST	OLIVE AVE	END	910	4046					100																		
9	2485	PARKWOOD DR	OLIVE AVE	GLENWOOD DR	100	587					40																		
9	2486	PARKWOOD DR	GLENWOOD DR	GLENWOOD DR	553	1740																							
9	2487	CIMARRON CT	CIMARRON DR	END	448	2156											2												
9	2488	CIMARRON DR	CIMARRON DR	END	155	933																							
10	2489	REBECCA CREST	ALESSANDRO RD	END	475			2625						2	5		2		1			18							
10	2490	CENTER ST	RIDGE ST	CHARLESTON LN	32			6401						6	7		3		2	1		18					1715		
10	2491	MARVIN AVE	CAMELOT DR	MARION RD	447			1627							1														
10	2492	CAMELOT DR	WIMBLETON DR	BUCKINGHAMDR	484			1851						3		1													
10	2493	CAMELOT DR	BUCKINGHAMDR	MARVIN AVE	480			1719						2		1													
10	2494	CAMELOT DR	MARVIN AVE	END	790			3186						3	3	2													
10	2495	CRESTVIEW RD	DEVONSHIRE DR	WIMBLETON DR	760			3043						3	1	2	1										750		
10	2496	CRESTVIEW RD	WIMBLETON DR	BUCKINGHAMDR	474			1935						2		1											450		
10	2497	WIMBLETON DR	CAMELOT DR	CRESTVIEW RD	675			2497						2		4	2		1			18							
10	2498	BUCKINGHAM DR	CAMELOT DR	CRESTVIEW RD	568			2043						2	1	3	2												
10	2499	BUCKINGHAM DR	CRESTVIEW RD	SOPHIA CT	900			3207						3	2	1	1												
10	2500	BUCKINGHAM DR	SOPHIA CT	MICHAEL CT	454			1629						2															
10	2501	BUCKINGHAM DR	MICHAEL CT	RESERVOIR RD	523			1855						2	3		2		1			18							
10	2502	SOPHIA CT	BUCKINGHAM DR	END	675			2832						3	3		2												
10	2503	MICHAEL CT	BUCKINGHAM DR	END	340			1529						3	3		1												
11	2504	VIA VISTA DR	MARGARITA DR	SUNSET DR	1216			5009						4	5				2	1		24							
11	2505	COUNTRY CLUB DR	SUNSET DR	ALTA LOMA DR	372			1515							2				1			22					316		
11	2506	COUNTRY CLUB DR	ALTA LOMA DR	VALLEY VIEW DR	564			2017						3	2		1										532		
11	2507	COUNTRY CLUB DR	VALLEY VIEW DR	VALLEY VIEW DR	340			1220						1	1				1			20					302		
11	2508	ALTA LOMA DR	COUNTRY CLUB DR	END	441			1929							3				1			32							

REGISTERED PROFESSIONAL ENGINEER
EDUARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PMP 2023 STREET RESURFACING PROJECT
PROJECT NO. 211008
QUANTITIES TABLE(2453-2508)

Designed by: GN
Date: 12/2023
Checked by: GN
Date: 12/2023
Drawn by: GN
Date: 12/2023
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Date: 12/2023

Reviewed By: 12/1/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 12/1/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 5 of 12 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

2434-ST-05/12

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SHEET NO.	SEGMENT NO.	STREET NAME	STREET LIMIT FROM	STREET LIMIT TO	STREET LENGTH (LF)	CRACK SEAL/FILL AND SLURRY SEAL TYPE II (SY)	0.1' AC GRIND & OVERLAY (SY)	PULVERIZE TOP 9" TO PLACE 2" AC OVER 9" FDR-200 (SY)	R&R PCC CURB & GUTTER (LF)	AC DIKE / BERM (LF)	R&R GUTTER PAN (LF)	X-GUTTER WITH SPANDREL (SF)	R&R DWY APPR (SF)	ADJUST SEWER & SD MH (EA)	WATER VALVE COVER (CIRCULAR) (EA)	WATER VALVE CAN/COVER (TRIANGULAR) (EA)	REPLACE BLUE RPM (EA)	REPLACE TRAFFIC LOOPS (EA)	STOP LEGEND (EA)	MISC. LEGEND (EA)	24" SOLID WHITE/ YELLOW (LF)	12" STOP BAR (LF)	12" SOLID WHITE/ YELLOW (LF)	8" SOLID WHITE/ YELLOW (LF)	6" SOLID WHITE/ YELLOW (LF)	6" DOUBLE YELLOW D-22 (LF)	6" SKIP WHITE/ YELLOW (LF)	4" SOLID WHITE/ YELLOW (LF)	4" SKIP WHITE/ YELLOW (LF)	GREEN BIKE LANE (SF)
11	2509	VALLEY VIEW DR	COUNTRY CLUB DR	END	962			3478	30					5	5		3		1			20							
11	2510	VALLEY VIEW DR	COUNTRY CLUB DR	LA MIRADA DR	1017			3708						3	3	3	2										852			
11	2511	VALLEY VIEW DR	LA MIRADA DR	SUNSET DR	312			1277						2					1			18					280			
11	2512	FAIRVWAY DR	COUNTRY CLUB DR	FAIRWAY DR	730			1978						2	1	1	1													
11	2513	FAIRWAY DR	FAIRWAY DR	WABASH AVE	812			2426	35	50				3	5		1													
11	2514	FAIRWAY DR	FAIRWAY DR	END	160			905						1	1															
11	2515	VERDE VISTA DR	COUNTRY CLUB DR	END	522			1753							2		1		1			28								
11	2516	COUNTRY CLUB LN	COUNTRY CLUB DR	END	473			2094						1	1		1		1			28								
11	2517	VINTON WAY	SUNSET DR	END	520			1500		1000									1			16								
12	2518	MANZANITA RD	FAIRMONT DR	END	811			2969						3	2	2	1													
12	2519	FAIRMONT DR	SUNSET DR	EDGEMONT DR	3698			10444		4600				18	2	7	4		2			32								
12	2520	EDGEMONT DR	FAIRMONT DR	SUNSET DR	3997			10733		6500				5	8		3		1			16								
12	2521	LAKESIDE AVE	BROOKSIDE AVE	CYPRESS	4000																					8000	4000			
				Totals	68928	112840	54358	92934	1231	12150	140	400	801	122	129	30	106	14	82	88	297	1116	2335	88	26808	19784	9120	14923	700	34186

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PMP 2023 STREET RESURFACING PROJECT
PROJECT NO. 211008
QUANTITIES TABLE (2509-2540)

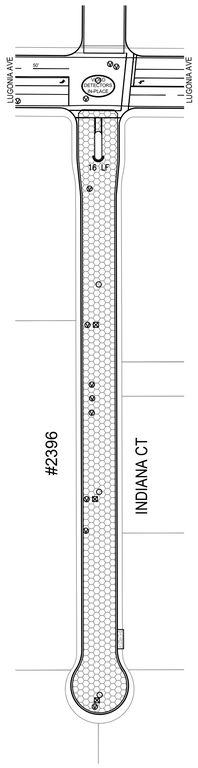
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Date: 12/2023
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Date: 12/2023

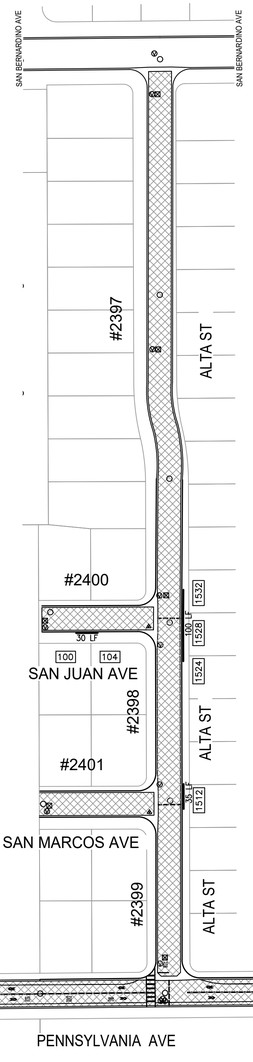
Reviewed By: 12/1/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 12/1/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

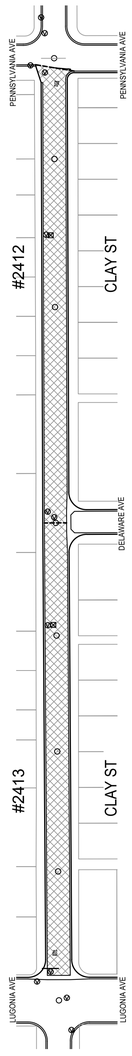
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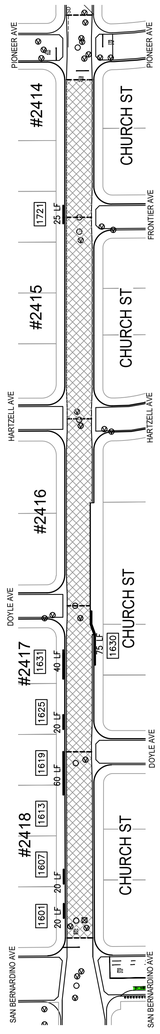
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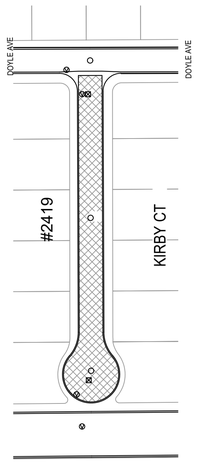
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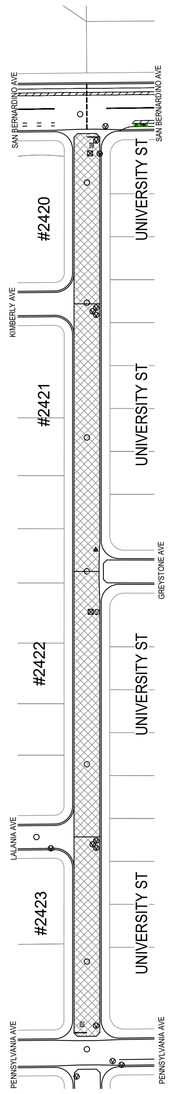


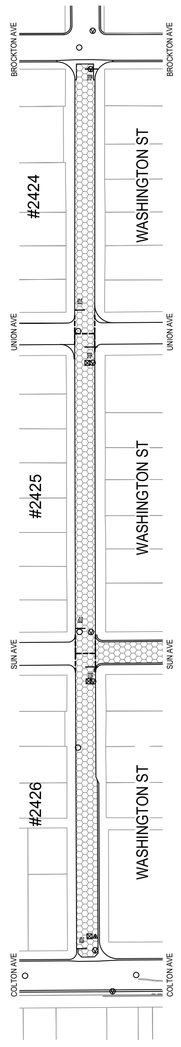


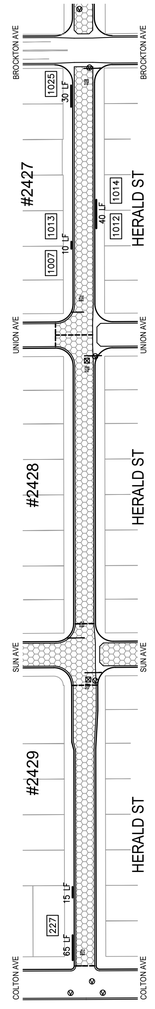


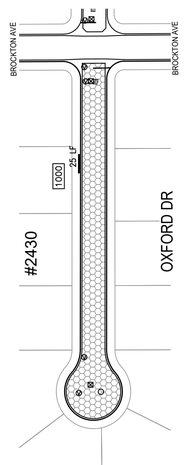


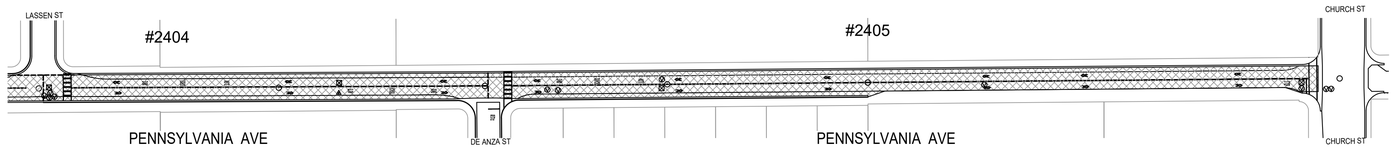


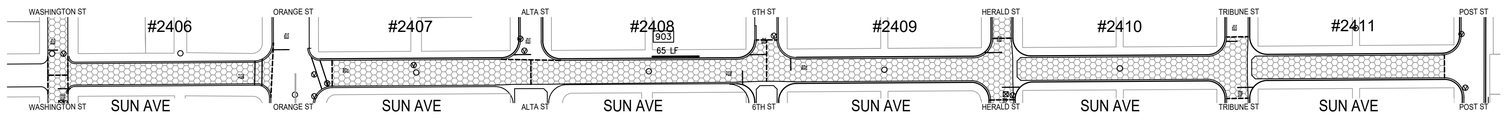












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N W E S

GRAPHIC SCALE

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SCALE: 1" = 100'

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS

Municipal Utilities and Engineering Department

PMP 2023 STREET RESURFACING PROJECT

PROJECT NO. 211008

SEGMENTS LAYOUT

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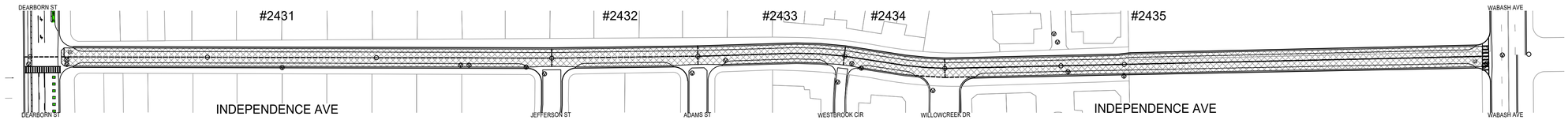
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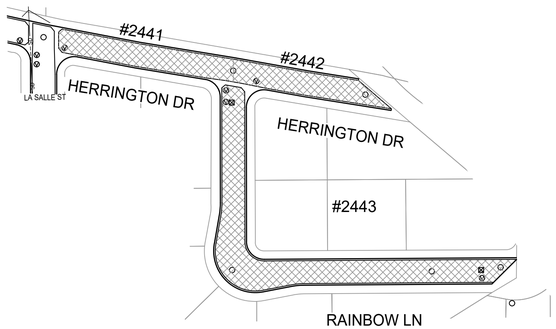
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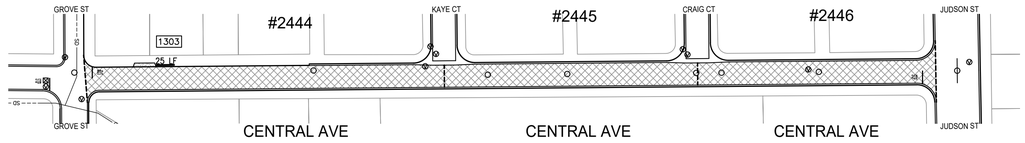
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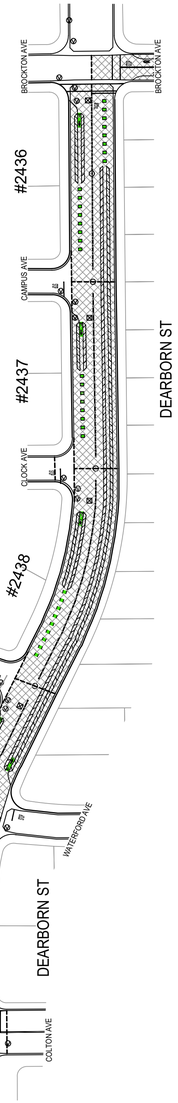
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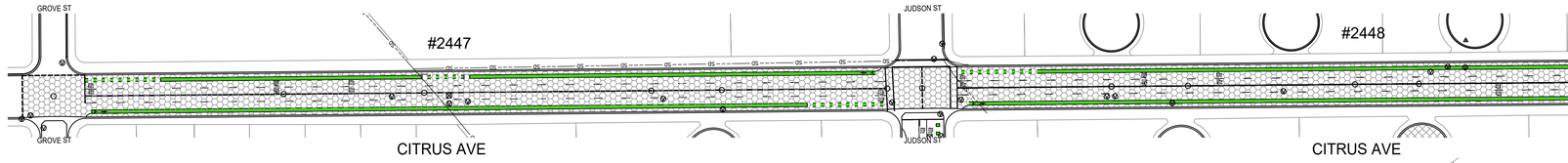
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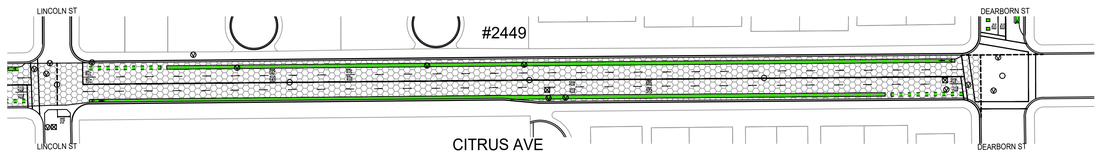


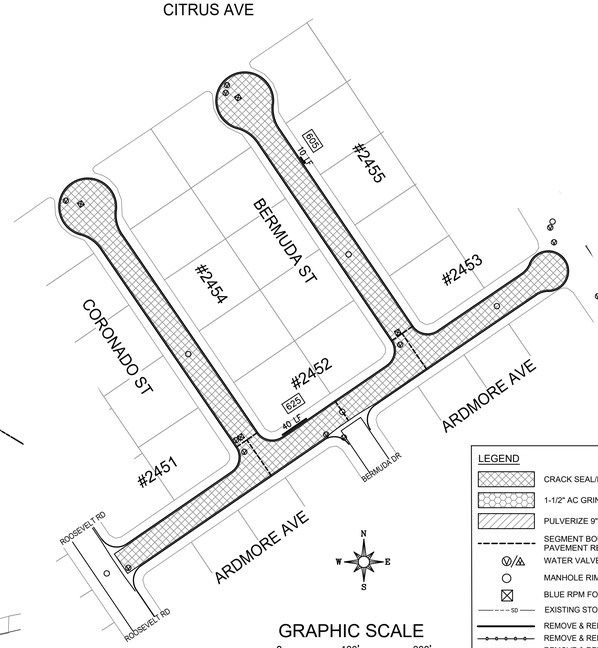


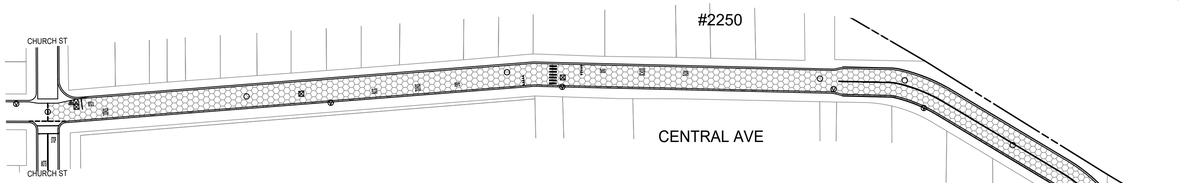


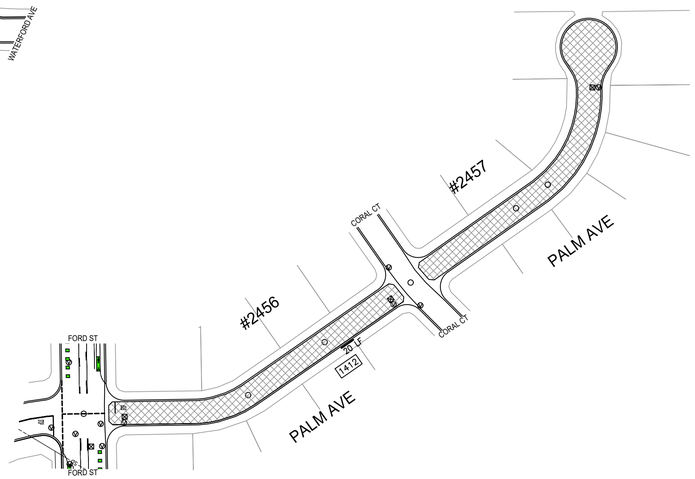


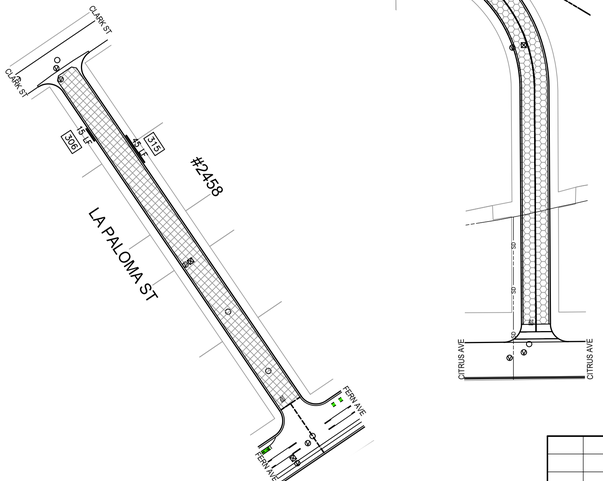












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GRAPHIC SCALE
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SCALE: 1" = 100'

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial
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CITY OF REDLANDS
Municipal Utilities and Engineering Department

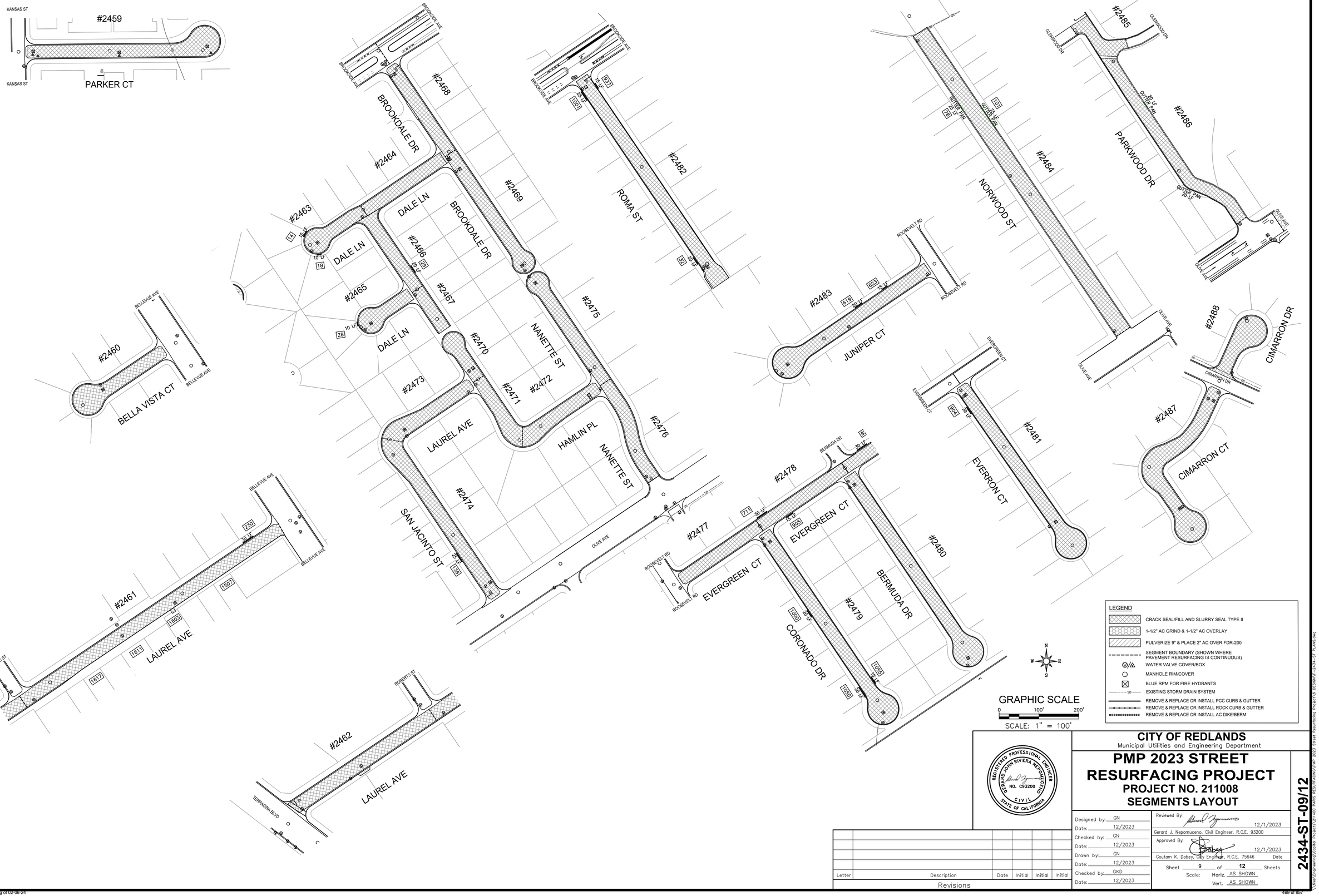
PMP 2023 STREET RESURFACING PROJECT
PROJECT NO. 211008
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Municipal Utilities and Engineering Department

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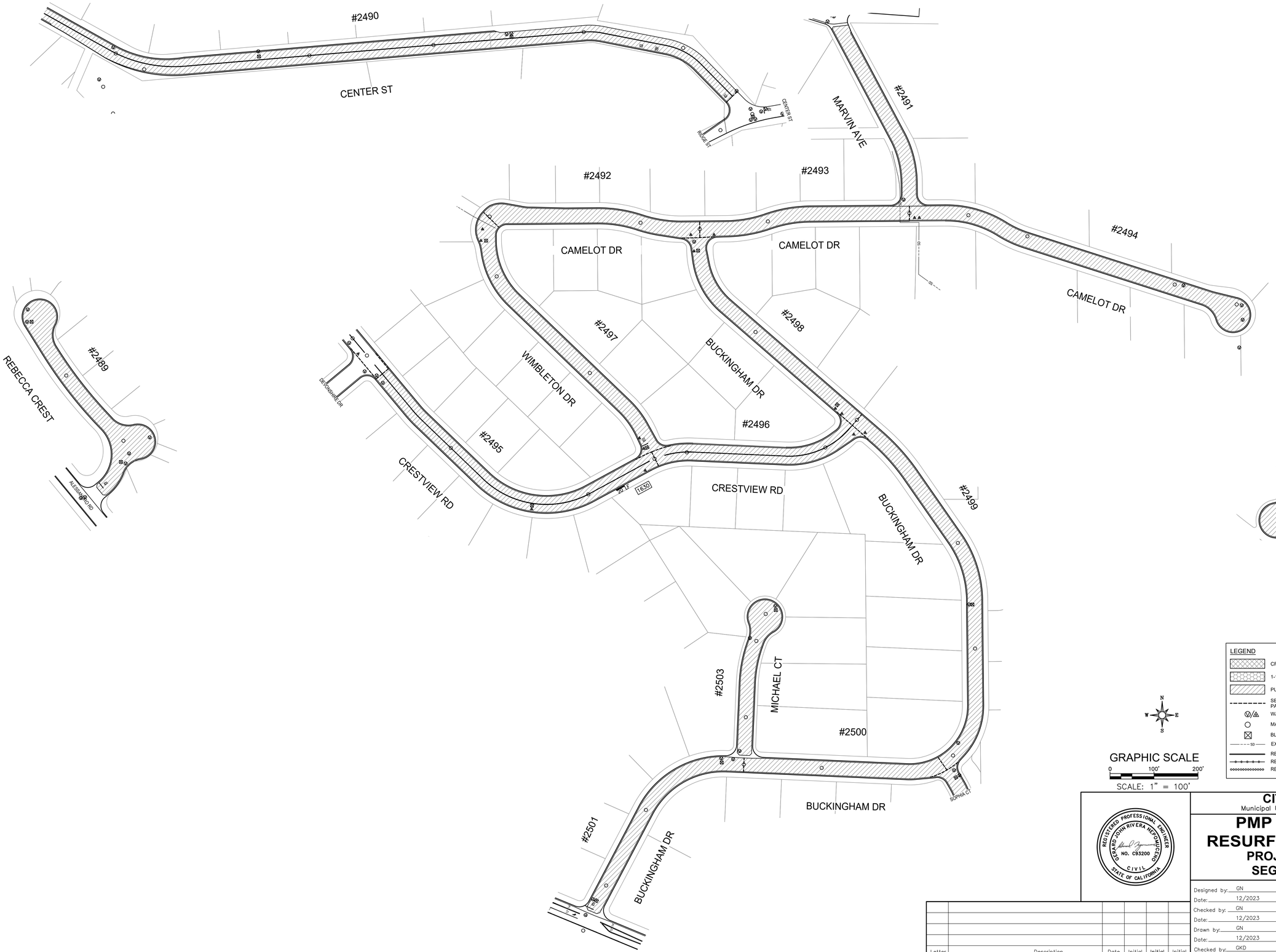
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Municipal Utilities and Engineering Department

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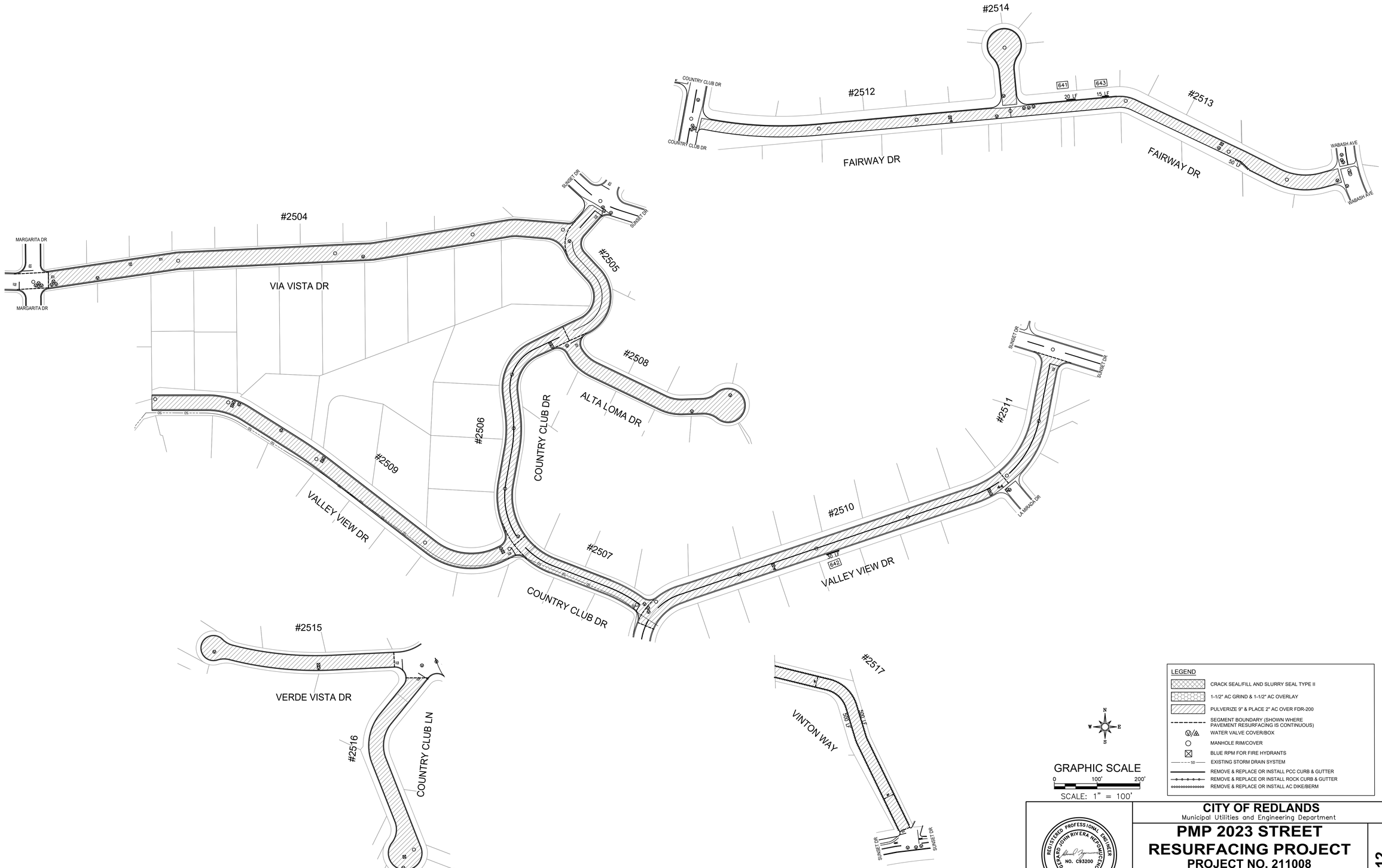
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GERARD JOHN RIVERA NEPOMUCENO
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CITY OF REDLANDS
Municipal Utilities and Engineering Department

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PROJECT NO. 211008
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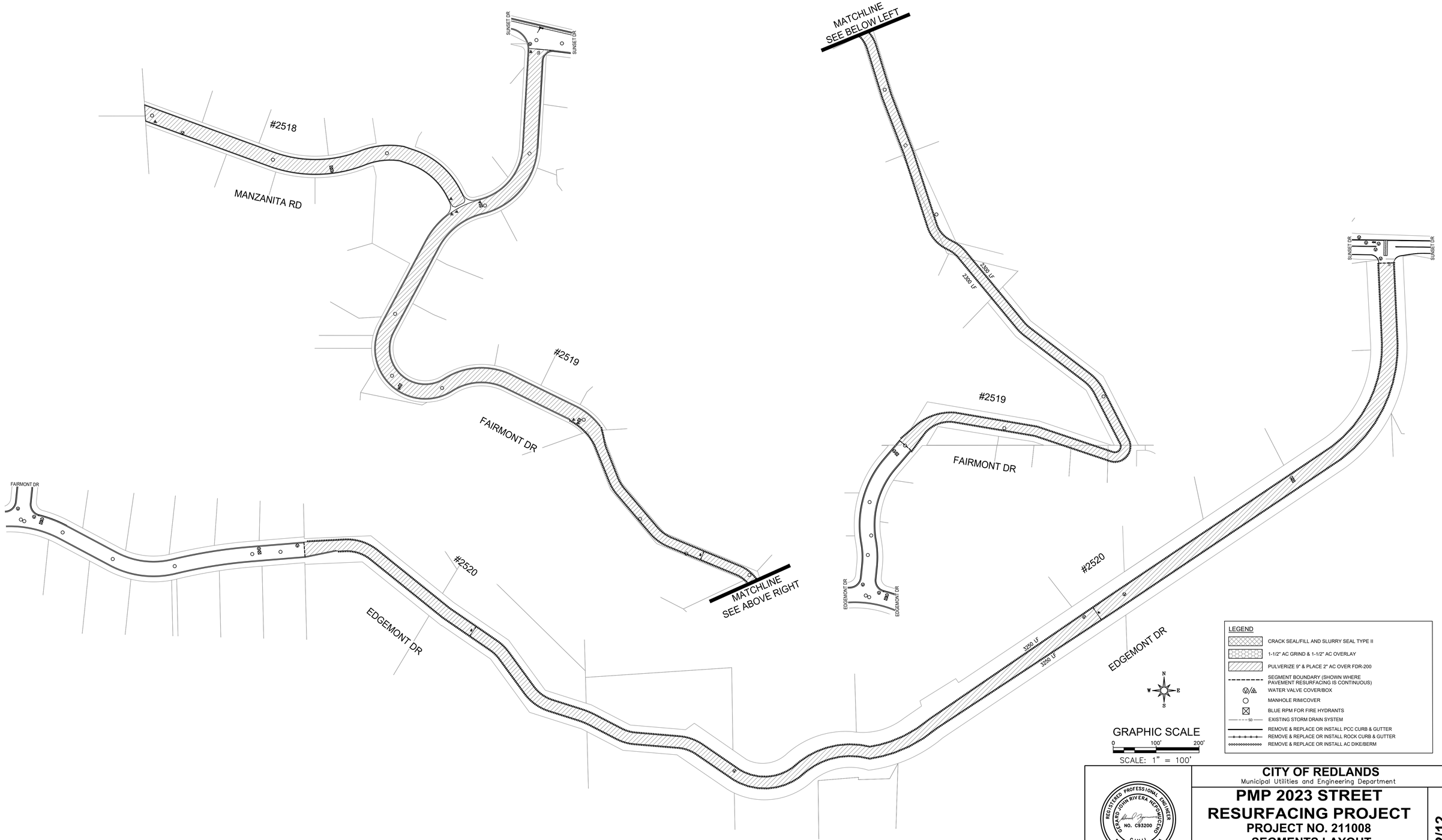
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REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

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Municipal Utilities and Engineering Department

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CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

PMP 2023 STREET RESURFACING PROJECT
PROJECT No. 211008

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

DECEMBER 2023

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

PMP 2023 STREET RESURFACING PROJECT
PROJECT No. 211008

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

DECEMBER 2023

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PMP 2023 STREET RESURFACING PROJECT
PROJECT No. 211008

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NOTICE INVITING SEALED PROPOSALS (NIB)
For
PMP 2023 Street Resurfacing Project
Project No. 211008

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 **January 4, 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: PMP 2023 Street Resurfacing Project, Project No. 211008.**

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" and provide their California State Contractor's License numbers to the City. In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All terms and conditions contained in the Contract Documents including the Instructions to Bidders shall become a part of the Contract. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of Bid Opening.

All questions related to this project shall be directed to Gerard Nepomuceno, Project Manager, at 909-798-7584 Ext 4. 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.

City Clerk, City of Redlands

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
PMP 2023 STREET RESURFACING PROJECT
PROJECT No. 211008

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: PMP 2023 STREET RESURFACING PROJECT, PROJECT No. 211008

g. Bids will be opened and publicly read aloud at the time set in the Notice Inviting Sealed Proposals (Bids), in the Office of the City Clerk, Civic Center, 35 Cajon Street, Suite 4, Redlands, California.

2. AGREEMENT AND BONDS:

The form of Contract which the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents (CD) of these specifications and should be carefully examined by the Bidder. The Agreement, admitted Corporate Surety Bonds and other documents to be executed by the Contractor shall be executed in original-duplicates stamped according to law, one of which original-duplicates shall be filed with the City Clerk of the City of Redlands. The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a faithful performance bond and a labor and material bond, each in an amount equal to one hundred percent (100%) of the Contract price. Said bonds shall provide that if the Contractor or their Subcontractor fails to pay for any materials, provision, provender or other supplies or items used in, upon, for or about the performance of the work contracted to be done, or for any work of labor thereon of any kind, or for amounts due under the Unemployment Insurance Act or Workman's Compensation, with respect to such work or labor, that the surety or sureties will pay for the same. The amount shall not exceed the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee to be fixed by the court. All bonds shall be secured from surety companies satisfactory to the City of Redlands and whose name is on file with the County Clerk of San Bernardino County, as an approved and financially sound surety company authorized to transact business in this state.

3. WITHDRAWAL OF BIDS:

a. Any Bidder may withdraw his Bid, only by written request, at any time prior to the scheduled time for Bid Opening.

b. No Bidder may withdraw his Bid for a period of sixty (60) days after the time of Bid Opening except as allowed by the California Public Contract Code.

4. INSURANCE AND HOLD HARMLESS REQUIREMENTS:

Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Insurance Requirements as follows:

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5. LICENSES AND PERMITS:

No bid will be accepted from a Contractor who is not licensed in accordance with the law under the provisions of Division III, Chapter 9 of the Business and Professions Code of the State of California.

The Contractor shall, at the time of bid opening, possess a valid "Class A" Contractor's license, and provide its California State Contractor's License number to the City.

All subcontractors listed at the time of bid opening shall possess a valid Contractor's license for the work in which they are specified to complete within the Bid Submittal Package.

The Contractor shall, prior to Notice to Proceed, procure all other permits and licenses as stipulated in the GENERAL CONDITIONS.

In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015 or awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors shall submit proof of registration status with their bid submission to the City of Redlands. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. SUBSTITUTION OF SECURITIES:

In accordance with applicable provisions of State law, the Contractor will be permitted to substitute qualified securities in lieu of retention of withheld progress payments by the Owner.

7. SUBCONTRACTORS:

Pursuant to Section 4105 of the California Public Contract Code, the bidder may not circumvent the requirement to list subcontractors by the device of listing one subcontractor, who in turn sublets portions constituting a majority of the work covered by the contract.

A. Pursuant to California Government Code section 4106, subcontractors who will perform work or labor or render services in an amount in excess of one-half of one percent of the Contractor's total bid shall be set forth in a list of subcontractors within the bid documents. Such list shall be accompanied by an experienced statement with pertinent information regarding similar projects and other evidence of qualifications for each such subcontractor, supplier, individual, or entity if requested by City. If City or engineer, after doing an investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, City may, before the notice of award is given, request the apparent successful bidder to submit a substitute, without an increase in the bid.

B. If the apparent successful bidder declines to make any such substitution, City may award the contract to the next lowest bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities declining to make the request and substitutions will not constitute grounds for forfeiture of the bid security of any bidder. Any subcontractor, supplier, individual or entity so listed and against which City makes no written objection prior to the giving of the notice of award will be deemed acceptable by City subject to verification of such assessments after the effective date of the agreement as provided herein.

8. NON DEBARRED CONTRACTORS AND SUBCONTRACTORS

The Contractor and all of its subcontractors shall, at the time of bid opening and for performance of this public works contract, be non-debarred contractors and not be ineligible Contractors pursuant to Public Contract Code section 6109 and Labor Code sections 1777.1 and 1777.7.

9. LABOR LAW REQUIREMENTS

Prior to the start of construction, the Contractor and each subcontractor shall submit to the City an executed Checklist of Labor Law Requirements, included within Appendix A, certifying that each Contractor and Subcontractor will comply with the foregoing Labor Law requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

By submitting a bid, the prime contractor and subcontractors involved in this project assure that they intend to comply with the labor law requirements noted within Appendix A, fully understanding that failure to comply may subject them to penalties as noted.

10. BID PROTEST PROCEDURES

Any bid protest must be in writing and received by the City Clerk's Office at 35 Cajon Street, Suite 4, Redlands, CA 92373, before 5:00 p.m. no later than two working days following the bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

10.1 General. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section, a "working day" means a day that City is open for normal business, and excludes weekends and holidays as observed by the City.

10.2 Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

10.3 Copy to Protested Bidder. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending on the outcome of the protest.

10.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by the City Clerk's Office before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

10.5 Copy of Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

10.6 Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

10.7 Right to Award. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Contract notwithstanding any pending or continuing challenge to its determination.

PROPOSAL

TO: THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA herein called the "City".

Pursuant to and in compliance with your Notice Inviting Bids, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and with the plans thereto, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract, and complete in a workmanlike manner, all of the work covered by the contract in connection with the City's Project identified as

PMP 2023 STREET RESURFACING PROJECT
PROJECT No. 211008

NOTE: Bidders must bid each item in this schedule. All entries in the entire PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

BID SCHEDULE

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
1	Mobilization (Maximum 5% of Total Bid Price)	LUMP SUM	N/A	$_____
2	SWPPP	LUMP SUM	N/A	$_____
3	Survey	LUMP SUM	N/A	$_____
4	Crack Seal/Fill and Slurry Seal (Type II)	112,840 SY	$_____/SY	$_____
5	0.1' AC Grind and 0.1' AC Overlay	54,358 SY	$_____/SY	$_____
6	Pulverize Top 9" to place 2" AC over 9" FDR-200	92,934 SY	$_____/SY	$_____

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	Asphalt Concrete Paving	10,037 TON	$_____/TON	
8	Leveling Course	700 TON	$_____/TON	
9	R/R PCC Curb & Gutter	1,231 LF	$_____/LF	$_____
10	AC Dike/Berm (6-inch)	12,150 LF	$_____/LF	$_____
11	R/R PCC Gutter Pan	140 LF	$_____/LF	$_____
12	Construct X-Gutter w/ Spandrel	400 SF	$_____/SF	$_____
13	R/R Driveway Approach	801 SF	$_____/SF	$_____
14	Adjust Manhole Ring/Cover w/ Concrete Collar	122 EA	$_____/EA	$_____
15	Adjust Valve Can & Cover (circular lid)	129 EA	$_____/EA	$_____
16	Replace Valve Can, Gate Well & Cover (triangular lid)	30 EA	$_____/EA	$_____
17	Install Blue RPM	106 EA	$_____/EA	$_____
18	Replace Traffic Loops	14 EA	$_____/EA	$_____

BID SCHEDULE (CONTINUED)

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
19	STOP and Misc. Legend (Thermoplastic) Sheet No. 3	170 EA	$_____/EA	$_____
20	24" Solid White/Yellow Stripe (Thermoplastic)	297 LF	$_____/LF	$_____
21	12" Solid White/Yellow Stripe (Thermoplastic)	3,451 LF	$_____/LF	$_____
22	8" Solid White Stripe (Thermoplastic)	88 LF	$_____/LF	$_____
23	6" Double Yellow Stripe (Thermoplastic)	19,784 LF	$_____/LF	$_____
24	6" Solid White Stripe (Thermoplastic)	26,808 LF	$_____/LF	$_____
25	6" Skip White/Yellow Stripe (Thermoplastic)	9,120 LF	$_____/LF	$_____
26	4" Solid White/Yellow Stripe (Thermoplastic)	14,923 LF	$_____/LF	$_____
27	4" Skip White/Yellow Stripe (Thermoplastic)	700 LF	$_____/LF	$_____
28	Green Bike Lane	34,186 SF	$_____/SF	$_____
29	Export Roadway Materials	5,018 CY	$_____/CY	$_____
30	Unforeseen work not covered within all other bid items	LUMP SUM	N/A	$ 200,000.00

BID SCHEDULE (CONTINUED)

(See "Section 01200 – Measurement and Payment" for Bid Item description)

31	Demobilization	LUMP SUM	N/A	$_____
	BID SCHEDULE TOTAL PRICE (ITEMS 1-31)			**$_____**

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 13. 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. 211008.

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. 211008 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. 211008, 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. 211008 within the past two years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Redlands.

1. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

2. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

3. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

STATEMENT BY BIDDER
GENERAL INFORMATION

1. Bidder's Mailing Address _____

   _____

2. Number of years engaged in the contracting business under your present firm or trade name:

   _____

3. Have you ever failed to complete any work awarded to you? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

4. Have you ever defaulted on a contract? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

5. Have you ever been a party to a lawsuit or gone to arbitration during the last 5 years? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

6. Has any Stop Notice been filed against you during the last 5 years? (Yes or No) ___. If yes, provide details in the space provided in Item 10.

7. Has your contractor's license ever been suspended, revoked, or subject to disciplinary action? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

8. Contracts currently on hand:

Agency Name	Amount of Contract	Start Date	Completion Date

9. Enter the name of person(s) who inspected the site of the proposed work for your firm and the date of said site inspection.

   Name:_____ Date:_____

10. In the space provided, the Bidder shall provide details concerning any "Yes" answers provided in this "General Information" section. Details shall include, but not be limited to, the nature of dispute, name of the agency involved and the final outcome. If requested by the City, the Bidder shall supply additional information, sufficiently detailed, to permit evaluation of the Bidder's ability to perform the work.

Question Number	Details

CONTRACT DOCUMENTS
(CD)

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PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this ___ day of _____, 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: PMP 2023 Street Resurfacing Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's PMP 2023 Street Resurfacing Project, Project No. 211008 (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 on hundred ten (110) 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 one thousand dollars ($1000) 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 one thousand dollars ($1000) 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
PMP 2023 Street Resurfacing Project
Project No. 211008

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 PMP 2023 Street Resurfacing Project, Project No. 211008 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 PMP 2023 Street Resurfacing Project, Project No. 211008 is hereby referred to and made a part hereof; and

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

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

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

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

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

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

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

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GENERAL CONDITIONS
(GC)

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GENERAL CONDITIONS

The Standard Specifications for Public Works Constructions, 2021 Edition (Greenbook), together with supplements as published by Building News, Inc., are modified herein and comprise the Standard Specifications. For convenience, the section and subsection numbering system used in these modifications correspond to those used in the Greenbook. Unless specifically deleted or modified herein, all requirements of the Greenbook shall prevail.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Agency - *Amend as follows:*
"The legal entity (City) for which the Work is being performed."

Bidder - *Amend as follows:*
"Any individual, firm, partnership, corporation, or combination thereof, licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, submitting a Bid for the Work, acting directly or through a duly authorized representative."

City. The City of Redlands, San Bernardino County, California, being the legal entity for which the Work is being performed. Also referred to as Agency or Owner.

City Council. The City Council of the City of Redlands, San Bernardino County, California, being the body authorizing entrance into legal agreements and allowing work in public right-of-way or on public property controlled by the City of Redlands. Also referred to as Board.

Engineer - *Amend as follows:*
"The 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.

6-3.1 General. - *Add the following sentence:*
The time of completion of the Contract shall be expressed in consecutive calendar days.

6-4.1 General. - *Add the following paragraphs:*
If saturated soil is encountered during construction due to leaks in an existing utility, contractor shall remove saturated material and replace with a suitable backfill material until adequate compaction can be attained by verification from the City's Geotechnical Engineer.

Prior to any removal of saturated material, contractor shall discuss the methods of remediation with the City's representative. Approval from the City, or the City's representative, shall be obtained for any amount of saturated material removal in which the contractor anticipates to be compensated for, if approval is not obtained all costs shall be borne by the contractor.

Up to a 14 day delay in paving operations may be requested after all leaks have been resolved to provide time for excess moisture to dissipate, at no additional cost to the city, in lieu of removing and replacing the saturated soil. A no cost change order will be prepared to provide the contractor with additional contract time if such delay is requested by the City.

6-9 LIQUIDATED DAMAGES. The value of liquidated damages noted in this section is amended to five hundred dollars ($500) per calendar day.

6-10 NOTICE AND SERVICE THEREOF. Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such

notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the project site, or by deposing the same in the United States Mail enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of work under this Contract, certified and with postage prepaid.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated by him to the party giving the notice, certified and with postage prepaid.

Notice shall be given to the Owner by personal delivery thereof or by depositing the same in the United States Mail enclosed in a sealed envelope, certified and with postage prepaid. The address of record for the owner is:

City of Redlands
Municipal Utilities & Engineering Department
P.O. Box 3005
35 Cajon Street, Suite 15A
Redlands, CA 92373

6-11 PUBLIC RECORDS ACT. All documents, Plans, specifications and all other information relating to the conduct of the City's business, including information submitted by the Contractor, shall become the exclusive property of the City and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 et seq.).

Under no circumstances will the City be responsible or liable to the Contractor, submitter or any other party for the disclosure of any records or information submitted to the City, regardless of whether such records or information are labeled "Trade Secret", "Confidential", or "Proprietary" (or words to similar effect) and regardless of whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, employees, and/or Contractors.

The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of information with "Trade Secret", "Confidential", or "Proprietary". Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party's own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the City's sole involvement will be as a stakeholder, retaining the information until otherwise

ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall indemnify and hold the City harmless from all costs and expenses including attorneys' fees, in connection with such action.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. - *Delete and replace with the following:*
The closure date for the purpose of making monthly progress payments shall be assigned by the Engineer during the pre-construction meeting. Payment, less deductions, unearned work and retention, will be made within 30 days of the closure date. If a dispute exists between the City and the Contractor regarding an item included in the Contractor's Monthly Progress Payment Request, progress payments will be withheld until said dispute is resolved, in which case longer period of time will be required to make such payment. No such payment shall be required to be made, when in the judgment of the Engineer, the total value of the work since the last estimate amounts to less than $500. If, in the opinion of the Engineer, work is not progressing according to the approved schedule, payments may be withheld until the Contractor returns to the approved schedule.

Deductions will be made for: (1) amounts due the Owner for equipment or material furnished or services rendered; (2) amounts due the Owner under the terms of the Contract; (3) amounts of any claims of lien filed with the Owner; (4) accrued amounts of liquidated damages; (5) amounts required to be deducted by Federal, State or local governmental authorities. From the balance thus determined will be deducted the amounts of all previous payments, and the remainder shall constitute the monthly payment due the Contractor.

A retention of five percent (5%) will be withheld from each and every progress payment to the Contractor. This percentage will remain constant throughout the duration of the Contract. The City shall make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor pursuant to Public Contract Code section 20104.50.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

As provided by paragraph 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract. Substitute securities shall be deposited in a financial institution in a form acceptable to the City of Redlands. The financial institution shall be located within the City limits of the City of Redlands. The Escrow Agreement to be used is set forth in Public Contract Code section 22300.

7-3.3 Delivered Materials. - *Delete and replace with the following:*

No payment will be made for materials or equipment delivered but not yet incorporated in the work.

7-4.2.6 Extras. Without invalidating the Contract, the City may order extra work or make changes by altering, adding or deducting from the work, the Contract sum being adjusted accordingly and the consent of the Surety being first obtained where necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated on the proposal, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the engineer and the price is stated in such order.

7-4.2.7 Claims for Extra Costs. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order by the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of the thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

This section is deleted in its entirety.

SECTION 9 - ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS

9-1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with section 16700 of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this public works agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the Parties.

SECTION 10 - TRENCHING AND EXCAVATION

10-1. If this contract involves digging trenches or other excavations that extend deeper than (4) feet below the surface, the following shall be done pursuant to California Public Contract Code Section 7104:

A. That the Contractor shall promptly and before the following conditions are disturbed, notify the City in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. That the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of work shall issue a change order under the procedures described in the contract.

C. That, in the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertains to the resolution of disputes and protests between the contracting parties.

SECTION 11 - REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

11-1. Pursuant to Government Code Section 4215 et seq, the City shall assume the responsibility between the parties to this contract, for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of the construction project for this contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids.

11-2. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not identified in the plans and specifications with reasonable accuracy and for equipment on the project necessarily identified during such work.

11-3. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City, or the owner of the utility to provide for removal or relocation of such utility facilities.

11.4. The City shall not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be

inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on adjacent to the site of construction, provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the plans and specifications.

11.5. Nothing herein shall preclude the City from pursuing appropriate remedy against the utility for delays which are the responsibility of the utility.

11.6. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the contract plans or specifications, Contractor shall immediately notify the City and the utility in writing.

11.7. The public utility, when it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

11.8. Contractor shall comply with Government Code Section 4216 through 4216.9.

11.9. Conduits from existing street light and traffic signal systems may be encountered during construction of this project. All removals, relocations, and/or replacements of existing conduit systems shall be performed in accordance with these specifications and City standards, by a qualified electrical contractor. All costs for said work shall be borne by the Contractor and paid as a part of the various items of work requiring such removals, relocations, and/or replacements, and no other compensation shall be made therefore.

SECTION 200 - ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.1 General. - *Amend the first paragraph as follows:*
"Materials for use as untreated base or subbase shall be classified in the order of preference as follows:
Crushed Aggregate Base
Crushed Miscellaneous Base
Pulverized Miscellaneous Base."

200-2.4.1 General. - *Delete the second sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.4.2 Grading. - *Amend the first sentence of paragraph 1 as follows:*
"The material shall be uniformly graded and shall conform to the 'fine' gradations:"

200-2.5.1 General. - *Delete the third sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.8.1 General. - *Amend as follows:*
Delete the second sentence of paragraph 1 and replace with the following:
"Pulverized miscellaneous base may contain underlying base material."

Delete the third sentence of paragraph 1 and replace with the following:
"The material shall be free of deleterious material as defined in 200-1.1."

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1.1 General - *Add the following paragraph:*
The Contractor shall furnish the Engineer in the field with a copy of the mix design to be used, and with a legible certified weighmaster's certificate for each load of PCC delivered to the project. PCC delivered to the project site having a water content and/or slump greater than that specified in the mix design, shall be rejected and removed from the project site.

201-1.1.2 Concrete Specified by Class and Alternate Class - *Amend Table 201-1.1.2.(A) as follows:*

Street Surface Improvements section -
All concrete in this section shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

Sewer & Storm Drain Facilities section, Sidehill Surface Drainage Facilities subsection -
All concrete in this subsection shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

201-1.4.3 Transit Mixers. - *Replace the first sentence in paragraph 6 with the following:*
The total elapsed time between addition of water at the batch plant and the completion of the discharge of the PCC from the mixer, shall not exceed ninety (90) minutes. All PCC remaining in the mixer, after said ninety (90) minutes time limit, shall be rejected and removed from the project site.

SECTION 203 - BITUMINOUS MATERIALS

203-3 EMULSIFIED ASPHALT.

203-3.1 General. - *Modify the section by adding the following:*
Asphalt emulsion shall be a QUICKSET ANIONIC OR CATIONIC EMULSIFIED ASPHALT conforming to the requirements of Subsection 203-1.3, "Test Reports and Certification", and Subsection 203-1.2, "Testing Requirements" of the Standard Specifications.

The latex additive shall be Ultra Pave 70 (for anionic) or Ultra Pave 65 K (for cationic) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2.5) parts to one-hundred (100) parts of emulsion by volume.

203-5 SLURRY SEAL.

203-5.1 General. - *Delete the sentence and replace with the following:*
Slurry seal shall be emulsion-aggregate slurry (EAS) conforming to 203-5.4.

203-5.2 Mix Design. - *Modify the section by adding the following:*

(f) Admixtures, such as Portland Cement or aluminum sulfate may be mixed into the slurry material to adjust curing time such that the applied slurry can support vehicular traffic within 60 minutes.

(g) Use of slag shall not be permitted.

(h) Deliveries of aggregate and emulsion shall not be made without the engineer present. Emulsion is not to be transferred to an on-site storage tanker without the sieve test performed by the City.

203-5.3.2 Grading. - *Delete the sentence and replace with the following:*
The combined aggregate gradation shall be determined in accordance with ASTM C136 and conform to Type II requirements shown in Table 203-5.3.2 (A).

203-5.4.1 General. – *Modify the paragraph and replace with the following:*
EAS shall be a stable mixture of emulsified asphalt, aggregate, water, a set control agent, and latex. EAS shall be Type II-CQS-1h-EAS.

203-5.4.2.1 Aggregate. – *Delete the sentence and replace with the following:*
Aggregate shall be Type II conforming to 203-5.3.

203-5.4.2.2 Emulsified Asphalt. – *Modify the first paragraph and replace with the following:*
Emulsified asphalt shall be quick-set, and contain latex. Quick-set emulsified asphalt shall be CQS-1h conforming to 203-3.

203-6 ASPHALT CONCRETE.

203-6.1 General. - *Add the following paragraph:*
Unless otherwise approved by the Engineer, asphalt concrete for paving shall be C2-PG 64-10 (1/2") for finish paving or B-PG 64-10 (3/4") for base paving. Asphalt concrete for Type D1 or Type D2 curb shall be D2 –PG 70-10.

SECTION 206 - MISCELLANEOUS METAL ITEMS

206-7 TRAFFIC SIGNS.

206-7.1 General. The Contractor shall furnish or relocate and erect all traffic signage as required and specified.

All new traffic signage shall be a minimum of the encapsulated lens (high intensity) type, have an anti-graffiti protective covering and be installed on new posts. All traffic signage to be relocated shall be installed on new posts.

206-7.2 Protective Covering. Anti-graffiti protective covering shall be Type 1150-POF, manufactured by 3M Company, or approved equal.

206-7.3 Post and Base. New posts and bases shall be Ultimate Sign Support System as manufactured by Western Highway, or approved equal.

SECTION 207 – GRAVITY PIPE

207-2 REINFORCED CONCRETE PIPE (RCP).

207-2.1 General. - *Add the following sentences to paragraph 2:*
The minimum D-load for any RCP shall be 1,350. The minimum size for RCP shall be 18 inches (457 mm) unless otherwise approved by the Engineer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.4 General. The Contractor shall be responsible for all quality control for all work. The Contractor shall complete all necessary testing to ensure the quality requirements within the specifications are achieved. The Contractor shall conduct the compaction testing by a geotechnical engineering firm and the results of the testing shall be made available to the Engineer.

The City will complete assurance testing throughout the project by an independent testing firm. The City will perform the first compaction test required at any location. If such test does not meet the required specifications, the City will make additional tests until the required compaction is obtained and withhold from the final payment due the Contractor, the cost of all such additional tests. To be acceptable, tests must be ordered and witnessed by the City. Tests will be ordered by the City and performed at a location and depth as directed by the City. The Contractor shall assist the City in performing these tests as necessary. The Contractor shall provide to the City the maximum dry density and the optimum moisture content results of backfill and bedding material when requested by the City.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-4 PAINT FOR STRIPING AND MARKINGS.

214-4.1 General. - *Amend the first sentence in paragraph 4 as follows:*
"Glass beads conforming to 214-3 shall be mechanically applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. - *Amend as follows:*

Amend paragraph 3 as follows:
"The natural ground surface shall be cleared of all vegetable growth, such as trees, logs, upturned stumps, roots of downed trees, brush, grass, weeds, shrubs, ground cover, tree stumps, decorative landscape rocks, edging, railroad ties, other decorative landscape treatments, boulders, rock, portland cement concrete, and all other objectionable materials, within the limits of construction."

Add the following paragraphs:
Grubbing and removal of organic debris shall include the repair and/or replacement of all parkway irrigation piping and systems necessary to perform work on this Contract and capping pipelines until such time that permanent repairs and/or replacements have been made.

All debris removed from the project site under this item shall be disposed of at an approved dump site. All transportation costs and dump fees shall be borne by the Contractor.

Clearing and Grubbing shall include, but is not limited to, the following:

1. Removal of existing AC berms.

2. Removal of all curb and gutter, cross gutters, and spandrels shall be replaced within three (3) calendar days. The Asphalt Concrete patch for areas with curbs and gutters removed and replaced shall be placed within two (2) working days after the curb and gutter, cross gutters, and spandrels are replaced. Removal of all sidewalks shall be replaced within three (3) calendar days.

3. Saw cut and removal of poles, posts, PCC pavements, curb, gutter, and sidewalk. Holes resulting from removal of existing poles and posts from existing PCC, AC pavements and curbs and gutters, shall be filled or patched with like materials. Self-propelled drop hammers will not be allowed for removals.

4. Removal of all raised pavement markers not conforming to the approved plan or conflicting with the proposed striping as shown on the plans in accordance with Subsection 312-3, Removal, of the Standard Specifications.

5. Removal and disposal of boulders, rock or PCC.

6. All trees and shrubs less than 3m (9 ft) directly above the entire sidewalk surface shall be trimmed and removed by the contractor to allow a clear path of travel for pedestrians.

7. Irrigation system relocation:

Any irrigation systems in conflict with the proposed improvements that are removed, damaged, disturbed, or broken shall be modified, repaired, and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials, equal or better than the original materials, with 20 mm (3/4 in) Schedule 40 PVC being the minimum acceptable for underground lines and 13 mm (1/2 in) Schedule 80 being minimum acceptable for risers and with the systems not being out of operation for more than two (2) days. No payment for work associated with the irrigation repair will be released, until all irrigation is complete, operable and accepted by the City.

All trees, shrubbery and lawns deprived of normal irrigation watering due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery or lawns die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations the Contractor shall replace same with the same plant species and size. Existing grass lawns within areas that must be excavated and/or re-graded shall be cut into approximate 305 mm (1 ft) squares, removed, protected, cared for and replaced as soon as possible. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

8. Existing inlets, slotted drains, drainage pipes, concrete gutters, drainage pipes, where any portion of such structure is within 1m of the grading plane in the excavation areas, or within 300 mm (1 ft) of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of accordingly.

9. Removal and disposal of existing drainage inlet structure and PCC or AC apron.

10. The Contractor shall dispose all materials not being salvaged outside of the right-of-way and shall pay for all costs for disposal.

11. Removal and disposal of any abandoned utilities that may interfere with the improvements.

12. Self-propelled drop hammers will not be allowed for removals.

300-1.3.1 General. - *Add the following paragraphs:*
The Contractor shall dispose portland cement concrete, stone rubble, and brick at an approved dump site.

All reprocessed asphaltic cement concrete may be placed as the lower course of crushed aggregate base material. If the Contractor chooses not to reprocess the material, disposal at an approved dump site shall be required. All costs for disposal shall be borne by the Contractor. If the Contractor chooses to reprocess material, it shall be protected and remain contaminate-free, otherwise disposal at an approved dump site will be required with all costs borne by the Contractor.

All reprocessed asphaltic cement concrete to be used as crushed aggregate base shall be ground to conform to Section 200-2.2.

300-1.3.2 (a) Bituminous Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cutting of edges to be joined shall be with a power-driven saw. The groove shall be cut to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"Where bituminous pavement is to be removed, a cold mill header cut of maximum 6 feet (1.8 m) in width perpendicular to the join line shall be made, and a minimum laying depth of 1 inch (25mm) of new pavement material shall be provided at the join line."

Amend the fourth sentence as follows:
"The edges of existing concrete pavement adjacent to the trench shall be saw cut to neat straight lines for the purpose of removing the damaged pavement areas."

Add the following sentence:
Work under this item shall include asphalt concrete berms.

300-1.3.2 (b) Concrete Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cuts shall be made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"If a saw cut in concrete pavement falls within 5 feet (1.5 m) of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge."

300-1.3.2 (c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways and Alley Intersections. - *Amend the following:*
Amend the first sentence as follows:
"Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"No section to be replaced shall be smaller than 36 inches (1 m) in either length or width."

Amend the fourth sentence as follows:
"If the saw cut in sidewalk or driveway would fall within 36 inches (914 mm) of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches (300mm) of a score mark, the saw cut shall be made in and along the score mark."

Amend the fifth sentence as follows:
"curb and gutter shall be sawed to a depth of 4 inches (102 mm) on a neat line at right angles to the curb face."

300-1.3.2 (d) Striping and Markings. All existing striping, markings and raised pavement markers shown to be removed or necessary to be removed from paving areas. This item includes removal in compliance with applicable laws and cleanup of residue from the operation.

All striping, markings and raised pavement markers removed beyond the limits shown on the plans for and/or at the convenience of the Contractor shall be replaced at the Contractor's expense.

300-1.3.2 (e) Structures. All existing concrete structures (reinforced or non-reinforced) as shown on the plans to be removed or abandoned, including but not limited to, undersidewalk drains, manholes, headwalls, bulkheads, drop inlet structures, energy dissipaters, catch basins, vaults and pipelines. Abandonment shall include all cuts and concrete plugs necessary to seal ends or openings of abandoned pipes or structures.

300-1.3.2 (f) Rock Curbs. All rock from rock curb removals, as shown on the plans or required for construction of the project, shall be transported, delivered and unloaded at a storage site as directed by the Engineer.

300-1.3.2 (g) Miscellaneous Removals. All other removals of facilities, as shown on the plans but not covered under separate bid items, and any underground facilities found during the work and not shown on the plans shall be performed. The City has endeavored to show all known underground facilities but is not responsible for unknown or abandoned facilities. Unknown underground facilities shall be paid as extra work.

300-1.3.2 (h) Miscellaneous Relocations. All relocation work as shown on the plans or required for construction of the project, but not covered under separate bid items, shall be included as a part of Subsection 300-1 Clearing and Grubbing. All relocation work performed as a part of clearing and grubbing work shall conform to the requirements and specifications of the agency or utility having jurisdiction over the item to be relocated.

300-1.4 Payment. - *Add the following sentence to paragraph 1:*
Payment for work on this item shall be made as a percentage of the work completed at each monthly payment.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2.2 Wet Material. - *Amend the second sentence of the paragraph:*
"If such high moisture content is not the result of any action on the part of the Contractor, or inaction in protecting the work during the course of the contract, the work involved will be paid for in the following manner: Over-excavation and disposal work shall be considered "extra work," with backfill and compaction of crushed aggregate base paid under the appropriate bid item in these specifications."

300-12 MISCELLAENOUS GRADING. The parkway, whether landscaping exists or not, shall be graded and compacted to achieve drainage towards the street at a slope of 2%. Grading shall be coordinated such that it is the last item of work to be completed, prior to site clean-up. Loose

material and dirt shall be raked, compacted and distributed throughout the parkway area. Areas adjacent to installed improvements must be graded to a level within one inch from the finished surface. Extra dirt/fill shall be removed from the project in accordance with Specifications.

The Contractor, at his expense shall photo-document pre-construction conditions prior to starting excavating. After construction is completed, the Contractor shall photo-document the finished grade. The Contractor shall provide the City with said photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc). The Contractor shall keep a copy of the photos (either electronically or hard copy) and provide the City with electronic copies of the photos.

SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction. - *Amend the second sentence of paragraph 1 as follows:*
"When base material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches (150mm) of such subgrade material shall be compacted to a relative compaction of 95 percent."

301-2.1 General. – *Add the following paragraphs:*
The contractor shall use 'crushed aggregate base' or 'crushed miscellaneous base, fine graded' as the base material. The use of 'processed miscellaneous base,' 'select subbase,' or 'disintegrated granite' shall not be used as base material.

The contractor may use 'pulverized miscellaneous base' (grindings) as part of the crushed base material. Said grindings shall be uncontaminated and placed in an even thickness as the lower course of crushed base material. Spreading and compacting shall comply with Sections 301-2.2 and 301-2.3.

301-2.3 Compacting. – *Amend the second sentence of paragraph 3 as follows:*
"Compaction in the excepted areas shall be as specified in 211-1 with each layer of compacted base material having a minimum relative compaction of 95 percent."

301-2.4 Measurement and Payment. – *Add the following paragraph:*
Payment shall be made for cold-planing, storing, placing, and compacting reprocessed asphalt concrete pavement (grindings) as part of the crushed aggregate base (CAB) material. The volume of grindings placed shall be figured and a tonnage figure computed using 9.35 kg/m^3 (150 pounds per cubic foot). This tonnage figure shall be paid as part of the crushed aggregate base tonnage for this project.

301-7 FULL DEPTH RECLAMATION WITH MECHANICAL STABILIZATION (FDR-25)

301-7.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 25 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

301-7.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of roots, weeds, wood, and construction debris. All grass and other vegetation shall be removed from the edge of the exiting pavement or lip of gutter pan to prevent contamination of the pulverized bituminous material during the milling operation.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-7.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
    4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
    4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final subgrade surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized asphalt material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus

material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-7.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture prior to shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

301-7.5 Finishing. The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

301-8 FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION (FDR-200)

301-8.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 200 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present, and adding cement. Micro-cracking of the completed cement stabilized surface is required before HMA is to be placed directly on top of the cement treated surface, regardless of the AC thickness. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

The cement content must be 2% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 6” FDR section. The cement content must be 3% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 9” FDR section. The cement content must be 4% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 12” FDR section. Cement must be Type II or Type V Portland cement specified in ASTM C 150/150M.

301-8.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of grass and vegetation, and construction debris to prevent contamination of the pulverized materials. Mixing shall continue until, and at the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials are achieved.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications. Excess pulverized material shall consist of non-treated well mixed pulverized AC pavement and subgrade.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-8.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
    4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
    4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final pavement surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all the pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-8.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture before shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

Recycling shall be performed to the depth provided in the plans, while incorporating stabilizing agents, mineral filler, additional aggregate and water. Mixing shall continue until, and the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials is achieved. Pre-cutting, grading and light compacting of the recycled material shall be performed prior to incorporation of the stabilizing. Spread cement uniformly over the full roadway surface width. Do not spread cement more than 30 minutes before mixing. Do not apply dry cement in windy conditions that will result in dust outside the FDR with cement area. The application rate must be the mix design rate or the ordered application rate in lb/sq yd ± 0.5 percent. The application rate of all stabilizing agents shall be continuously monitored. If the measured application rate falls outside the above tolerance, then the recycling operations shall be stopped and corrected before proceeding. Do not spread cement and aggregate before pulverizing.

Water must be injected through the pulverizing machine. The injection rate of mixing water must be sufficient to produce the FDR with cement material mixing moisture content. The water content of the stabilized material shall be monitored closely to ensure proper compaction. Mark where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark. Before compacting, remove solids larger than 3 inches in any dimension by hand.

Immediately after pulverizing and mixing, compact FDR with cement to the minimum relative compaction. Do not allow more than 2 hours between final mixing of the pulverized material with cement and completion of initial compaction before trimming. During grading and final compaction add water to maintain the mixing moisture content as described in the mix design. Do not allow more than 2 hours to elapse from the time water is added to the aggregate and cement to completion of final compaction after trimming.

Longitudinal joints between adjacent stabilization passes shall be overlapped at least 4 inches. Transverse joints between the recycling process shall be saw-cut, if necessary, to provide a vertical clean face to ensure proper compaction. Compaction of cementitious stabilizer begins within 20 minutes after mixing and achieving gradation and moisture requirements.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent FDR with cement.

301-8.5 Finishing. Once the entire working width (full lane width plus effected shoulder width) has been stabilized, and only after primary compaction has been completed, the entire working width shall be graded to the required profile and cross-slope. Disturbance to the stabilized and primary compacted material shall be kept to a minimum during this grading and shaping operation.

The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Immediately after compaction, apply water and roll with no vibration. The finished surface must be free of ruts, bump, indentations, segregation, raveling, and any loose material.

The completed cement treated subgrade shall be moist cured continuously until it is in a firm and unyielding condition. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. Moisture curing shall be the only method of curing prior to micro-cracking.

Micro-cracking shall be performed with several vibratory roller passes 48 to 72 hours after finish grading to prevent severe, wide cracks from forming thus reduces the potential for reflective cracking through the HMA layer. Micro-cracking shall be performed before the application of asphaltic emulsion curing seal. After micro-cracking is complete additional moisture curing may be used. Any additional water required to achieve maximum density shall be applied by spraying the surface of the stabilized material with light applications. Care shall be taken so as not to over-apply additional water to any areas of the stabilized material.

While open to traffic and before placing HMA, maintain the FDR with cement surface free of ruts, bumps, indentations, raveling, and segregation. If FDR with cement material is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

Asphaltic emulsion curing seal must be applied on the completed cement treated base immediately before placing HMA. Asphaltic emulsion curing seal must comply with Caltrans Standard Section 94, Grade SS1 or CSS1. Dilute and thoroughly mix asphaltic emulsion for curing seal at a ratio of 1 part water to 1 part asphaltic emulsion. The water must no cause premature separation of the emulsion. Uniformly apply the diluted curing seal at a rate of 0.1 gal/yd2 of cement treated base surface.

SECTION 302 - ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING.

302-4.3.1 General. – *Add the following paragraphs:*

All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weigh master's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall provide a drive upon scale at the project site or an alternate site approved by the City. The drive on scale shall show the net weight of the aggregate bin on each slurry machine before the machine and product will be approved for applying slurry on the project.

All slurry machines are to carry, at all times, a calibrated emulsion measuring stick. The emulsion measuring stick is to be calibrated in 10-gallon increments to the slurry machine it is used on. Emulsion measuring sticks from other slurry machines will not be allowed to measure the gallons of emulsions on the slurry machines they were not calibrated to. The emulsion measuring stick is to have the slurry machine number or identification permanently marked on the stick. The gallons of emulsion are to be measured with a calibrated emulsion measuring stick and recorded before leaving and after returning to materials site. Use of a slurry machine will not be allowed if it does not have a calibrated emulsion measuring stick.

The Contractor shall furnish prior commencing work, a calibrated stick in 10-gallon increments to measure the oil in the trailer storage tanks in gallons. The measuring stick shall be calibrated to the trailer storage tank it is used on. The inspector shall check the oil in each load "in and out" and in the storage tanks at the beginning and end of each day to determine the amount of emulsion used for that day. Emulsion is not to be transferred from delivery tank to on-site storage tank before the City performs the sieve analysis on the emulsion. Aggregate used in the slurry shall not exceed a moisture content of four percent (4%) by weight of dry aggregate.

Contractor may not schedule more than 150 tons of slurry to be placed per day. Slurry may not be applied at more than 150 feet per minute.

The Contractor shall provide a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system. The Contractor shall roll the required streets the same day they are slurried. The Contractor will be responsible for proper scheduling of the work such that the rolling can be properly done within the given time constraint. Failure to comply shall result in a $250.00/calendar day liquidated damage being assessed per incident. The cost of furnishing the roller and operator shall be included in the price paid for slurry seal.

The Contractor is hereby advised that City streets, parking lots, or other City-approved property will not be allowed as a site for stockpiling and batching. Arrangements for an acceptable site shall be the sole responsibility of the Contractor.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall be adjusted to the field conditions of the raveling. If raveling continues within two (2) weeks of the initial placement, the street shall be swept and reslurried with a Type I mixtures (Local Streets) or a Type II (Arterial/Collector Streets) at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least fourteen (14) calendar days prior to slurrying. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to slurrying. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for slurry seal.

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal. Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches. Use a material, such as building paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the material after use. Use hand tools to remove spillage.

Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore. The Contractor shall supply the City with licensed weighmaster's certificates of weight for all delivered aggregates to the job during the course of each day. Aggregate shall be delivered to the project only in the presence of a City representative. The Contractor shall also present weighmaster certificates for the amount of such aggregate remaining at the completion of the project at no cost to the City. Payment shall be determined by the amount that is physically placed, which cannot exceed the amount that is delivered to the job site with the certified weighmaster tickets. There shall be not outside work done utilizing materials from the tanks or stockpiles stored for the City's Contract.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The Contactor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the City.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

302-4.8 Spreading and Application. - *Add the following paragraphs:*
Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind or sandblast completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is

necessary to provide a good bonding surface for the slurry seal, as well as eliminate "ghosting" of the old striping and markings as the new slurry wears off over time.

It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at their own expense, to provide for and protect the work from such water. In addition, the Contactor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.

Slurry shall not be applied when the atmospheric temperature is less than 65°F (18°C).

The application of slurry shall not commence until after 8:00 a.m., and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

Each slurry crew shall be composed, at a minimum, of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, two squeegee men, and sufficient laborers for any handiwork and cleanup.

Surface oil and grease shall be removed or sealed with shellac or an equivalent material approved by the City before the application of the slurry seal. Full compensation for surface oil and grease removal shall be considered as included in the unit cost for slurry seal.

The Contractor shall roll all cul-de-sacs (the last 250' minimum), the last 250' of dead-end streets and knuckle curves. Full compensation for rolling the slurry shall be considered as include in the unit cost for slurry seal.

During slurry seal operations, it shall be the Contractor's responsibility to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, pavement markers (reflective and non-reflective), concrete gutters, concrete cross gutters, and drainage facilities, survey monuments and remove said covering and/for slurry seal coating after slurry sealing has been completed.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

302-4.8.1 Crack Sealing and Filling. Crack sealing shall be performed prior to the Slurry Seal application. Pavement cracks 1/4" wide and larger shall be sealed. Pavement cracks 1/8" to 1" wide shall be cleared of all loose particles of dust, dirt and laitance with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out as necessary to provide a reservoir for the sealer that will have a depth of l" to 1 1/2".

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. - *Add the following paragraphs:*
Asphalt concrete pavement structural sections equal to or greater than 3 inches (76 mm) in thickness shall be installed in two lifts. Base course aggregate material size shall be ¾ inch (19 mm) and cap course aggregate material size shall be ½ inch (13 mm). All pavement shall be placed over 4 inches of crushed aggregate base, unless compacted to 95% relative compaction.

All valves within project limits in the public right-of-way shall be raised to finish grade as a part of this work. The Contractor shall furnish and install new can or slip can materials as necessary. If new water valve lids are necessary, they shall be supplied by the Municipal Utilities and Engineering Department. All valve can lids within the project limits in the public right-of-way shall be painted the appropriate color for the utility they represent (ie. Water - Blue, Gas - Yellow, Fire – Red, etc.).

302-5.2 Timeline of Paving Operations.
All paving operations shall follow the timeline and requirements shown below unless otherwise approved by the City:

PAVING TIMELINE				
DESCRIPTION OF WORK	**TIME PERIOD**			
	WEEK 1 (DAY 1-7)	**WEEK 2 (DAY 8-14)**	**WEEK 3 (DAY 15-21)**	**WEEK 4 (DAY 22-28)**
PAVING (START TO FINISH) (1)	■	■		
CURE PERIOD (2)			■	
MANHOLE ADJUST TO GRADE (3)				■
STRIPING & PAVEMENT MARKINGS (4)				■
TRAFFIC LOOPS (5)				■
NO PARKING SIGNS ALLOWED (6)	■	■		■

Note: All time periods shown above are the maximum amount of allowable time for each activity. This timeline does not apply to the installation or repair of curb and gutter, ac dikes, sidewalks, cross gutters, curb ramps, driveway approaches or truncated domes.

(1) In no case shall any street segment remain unpaved longer than three calendar days if no other work activity is being performed on that street segment. Any deviation from the timeline shall result in a penalty assessment of $1,000 per calendar day.
(2) No work except cat tracking of proposed striping is allowed during this period; therefore "No Parking Signs" shall not be installed during this activity.
(3) Once each manhole is exposed, all associated work to adjust it to grade must be completed within 48 hours. This shall include all adjustments of manholes, vaults, valve cans, etc. as required by the Contract.
(4) All cat tracking and approval of proposed striping shall occur during the cure period.
(5) Traffic loops must be installed after the approval of striping layout and prior to the installation of thermoplastic striping and pavement markings.
(6) "No Parking Signs" shall be installed per Section 7-19 of these specifications.

302-5.4 Tack Coat. – *Delete and replace with the following:*
If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of High Performance Seal (HPS) No-Track Tack at an approximate rate of 0.05 gallon per square yard shall be uniformly applied upon the existing pavement preceding the

placement of asphalt concrete. The surface shall be free of water, foreign material, or dust when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Engineer.

302-5.5 Distribution and Spreading. – *Add the following:*
Unless otherwise permitted by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widening, turnouts, left-turn pockets, and other such areas, shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes are changed, the top layer for the through lanes shall be paved first. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed or unless directed by the Engineer.

All screed extensions for paving machines shall be provided with a tamper, roller, or other suitable compacting devices.

Asphalt pavers shall be equipped with automatic screed controls and a sensing device or devices. Automatic grade and slope control shall be used for overlays.

All joints shall be sealed after rolling.

When placing asphalt concrete to the lines and grades noted in the plans or as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 ft. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 ft long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 ft. tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting the next day's work.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection 302-5.6.2 - Density and Smoothness, of the Standard Specifications, the paving operation shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. A drop-off of more than 0.15 ft will not be allowed at anytime between adjacent lanes open to public traffic.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 ft. nor less than 5 ft. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

302-5.6.1 General. - *Add the following paragraph:*
All asphalt concrete pavement abutting portland cement concrete gutters shall match and be flush with the gutter lip when finish rolling is complete.

302-5.6.2 – Density and Smoothness. *– Delete and replace with the following:*
The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The finished surface shall meet the following smoothness criteria:

- When a 12 foot long straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade,
- When a 12 foot long straightedge is laid on the finished surface perpendicular to the centerline of the roadway and extends from edge to edge of a traffic lane, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade.

If the top layer of pavement does not comply with the smoothness specifications shown, remove and replace the entire section or complete a grind and overlay of 1.5 inches or 3 times the aggregate size, whichever is greater. Grind and overlay will be considered as a repair method only when the thickness of the asphalt pavement section is greater than 1.5 inches following the required grinding. Corrected section shall be rectangular to the nearest pavement edge or lane line and to a crosswalk, concrete spandrel or other limits approved by the City. Do not begin corrective actions until the method and limit of correction is authorized by the City. If the tolerances cannot be achieved by the methods described above, the contractor must re-pave the street section, in kind, at their own expenses.

The compaction after rolling shall be a minimum of 91 percent and a maximum of 97 percent of the density obtained on samples compacted with the California Kneading Compactor per California Test 304. Cores will be taken randomly by the City for laboratory testing per California Test 308, Method A at a frequency of three per lot. A lot shall consist of a maximum of 3,000 square yards of asphalt concrete and will be identified in the field by the City. The cores will be averaged to determine the percent of maximum theoretical density, as determined by ASTM D-2041, per lot to the nearest tenth of a percent.

Reduced payment factors for percent of maximum theoretical density will be per the following table, and will be applied to the entire lot sampled.

Reduced Payment Factors for Percent of Maximum Theoretical Density

Asphalt Concrete percent of maximum theoretical density	Reduced payment factor	Asphalt Concrete percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

In addition to the reduced payment factors below, all costs associated with the testing of the lot which resulted in values outside of the 91-97 percent range, will be withheld from the final payment due to the Contractor.

Following completion of the testing by the City, the core locations within the asphalt pavement shall be repaired by the Contractor.

302-5.6.3 Tracking. All areas receiving asphalt pavement shall be protected from tracking onto adjacent areas. Do not allow traffic on new asphalt pavement until its mid-depth temperature is below 140º Fahrenheit to minimize the tracking.

A rock dust blotter coat per Section 302-9.7 or a sand coat at a rate of 1-2 pounds per square yard shall be applied to the compacted surface for all areas where tracking is a concern. The application of tracking prevention measures shall be determined by the Contractor.

A haul route for all paving operations shall be reviewed and approved by the City prior to the start of any construction activity. No deviations from the approved haul route shall occur unless approved in writing from the City.

All tracking onto adjacent streets, striping or pavement markings shall be the responsibility of the Contractor. All striping and pavement markings shall be removed and replaced in kind by sandblasting. All tracking onto roadway surfaces may require the use of a street sweeper to the satisfaction of the City.

302-5.7 Joints. – *Add the following:*
Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected. Longitudinal and transverse joints shall be tested with a 12' straightedge and shall be cut back as required to conform to the provisions in Subsection 302-5.6.2 Density and Smoothness for surface smoothness. Connections to existing surfacing shall be feathered to conform to the provisions for smoothness.

Longitudinal joints in the top layer shall correspond with the edges of proposed lane striping. Longitudinal joints in all other layers shall be offset not less than 0.5' alternately each side of the edges of traffic lanes.

All feathered joints shall be sealed after rolling.

302-5.9 Measurement and Payment. – *Add the following:*
Reduced payment factors per 302-5.6.2 will be applied to the Contract Unit Price for lots with a Maximum Theoretical Density less than 91.0 and greater than 97.0 percent.

302-5.10 Hot Asphalt Leveling Course. Areas to receive the Hot Asphalt Concrete Leveling Course shall be determined and defined by the project manager and inspector, and identified to the Contractor in the field. Mix for hot Asphalt Concrete Leveling Course shall be 1/2 inch aggregate, C2, as defined in Section 203-6.4.3.

Areas to receive hot asphalt concrete leveling course shall be areas located near or adjacent to existing curbs and/or gutters that are potholed, or have the lip of gutter higher than the adjacent roadway. Potholes, large cracks, or ruts shall be filled to the surrounding grade elevation and compacted. Hot Asphalt Concrete Leveling Course shall be completed prior to the placement of Type II Slurry Seal, ARAM or resurfacing.

Prior to placement of asphalt concrete, the surface shall be cleaned and all debris and deleterious materials shall be removed. A tack coat meeting the material and application requirements of Section 302-5.4 Tack Coat, shall be applied prior to placement of hot mix asphalt concrete.

302-5.11 Asphalt Pavement Crack Sealing and Filling. Crack sealing shall only be performed as a repair method for conventional hot mix asphalt pavement (HMA) and not installed at project locations which will have asphalt rubber hot mix (ARHM) used as the overlay material. Crack sealing shall be performed after milling of existing asphalt surface and prior to any leveling course, if necessary.

Right after milling of existing asphalt and before crack sealing or filling, Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least seven (7) calendar days prior to paving. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to paving. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for paving.

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General. - *Delete the first sentence of paragraph 1 and replace with the following:*
"Concrete bridges, culverts, catch basins, retaining walls, abutments, piers, footings, foundations, drainage inlets, head walls, end walls, wing walls, junction structures, transition structures,

manholes, and other similar types of portland cement concrete structures shall be constructed to the lines and grades in conformity with the Plans and Specifications.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. - *Replace the last paragraph with the following:*
No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

The Contractor shall barricade and protect placed PCC from all damage, marks, mars, and/or graffiti. Any PCC damaged, defaced, discolored, or defective shall be replaced at the Contractor's expense.

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

303-5.1.2 Drainage Outlets Through Curb. - *Add the following paragraph*:
Coring shall be required for all drains through existing curbs.

303-5.1.3 Driveway Entrances. – *Replace the last paragraph with the following:*
Driveway approaches where required, shall be 150 mm (6") thick for single-family residential area, and 200 mm (8") thick for commercial driveway approaches.

303-5.1.4 Walk. The back of sidewalk shall be 2 inches from the street Right-of-Way line unless otherwise specified by the Engineer.

Included in the price of sidewalk construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City’s right-of-way at all times.

303-5.1.5 Access Ramps. Construction of curb ramps shall conform to the Type and Case appropriate for the condition, as specified on the plans and as shown within the 2012 Standard Plans for Public Works Construction, Plan 111-5. The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum slope indicated on the plans or Standard Plan 111-5. The maximum slope for the ramp shall not be exceeded unless otherwise approved in

writing by the Engineer. The Contractor shall remove and replace access ramps deemed non-compliant with the plans or Standard Plan 111-5.

For proposed locations adjacent to a cross gutter spandrel, sawcuts along the radius of the curb will not be allowed. The spandrel shall be replaced from expansion joint to expansion joint to the extents of the curb removal. For proposed locations adjacent to curb and gutter, sawcuts along the flowline of the curb will not be allowed. The entire curb and gutter shall be replaced from expansion joint to expansion joint as required. Sawcuts at locations other than the expansion joint will not be allowed unless approved by the Engineer. Curb cuts of the existing curb will not be permitted for installation of proposed ramp. Any deviation from these requirements will result in rejection of all work at this location and shall not be included in progress payment requests until corrected, per direction from the Engineer.

The Contractor shall verify the extents of sawcut and removal for each access ramp taking into account the maximum slope and transition area required. It shall be the Contractor's responsibility to identify required removal limits, set concrete forms and verify maximum slopes are not exceeded. The Engineer shall be present to verify the concrete forms prior to the placement of the concrete at each location, however this does not alleviate the responsibility of the accuracy of forms or slopes of the access ramp from the Contractor.

Included in the price of access ramps are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished ramp surface, as a result of grade differentials from existing ground surface to proposed ramp surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Access Ramps shall have truncated domes installed in accordance with standard plans and specifications. Truncated domes on new access ramps shall be Armor-Tile, Cast in Place System, or approved equal. Truncated domes installed on existing surfaces shall be Safety Sted TD, or approved equal. Truncated dome panels shall be 36"x48", inline configuration, with a spacing of 2.35" on center, and Federal Yellow in color.

The access ramp work shall include all related adjustments of pull boxes, pull box covers, signs, and protection of any underground utilities within the work area. The removal and replacement of up to 5 linear feet of sidewalk on each side of the access ramp shall be included within the cost of the access ramp. The removal and replacement of the sidewalk will allow for transition from the top of ramp to adjacent sidewalk and will be utilized as necessary.

303-5.4.3 Weakened Plane Joints, (a) General. - *Add the following paragraph:*
All weakened plane joints shall be spaced at a maximum of 3.05 m (10') feet for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

303-5.5.2 Curb. - *Replace the first paragraph with the following:*

PCC for curb and gutter shall be placed within three working days from removal of the existing PCC curb and gutter. The curb and gutter surface shall not vary more than 3 mm (0.01') from a 3 m (10') straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 3 m (10') in length, and operated longitudinally over the surface of the concrete. Form clamps shall be constructed so as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1) hour, nor more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and face of the finished curb shall be true and straight, and top surface of curbs shall be of uniform width, free from humps, sags, blemishes, or other irregularities.

303-5.5.3 Walk. - *Add the following paragraphs:*
The sidewalk surface shall not vary more than 5 mm (0.02') from the 3m (10') straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 100 mm (4") thick, except at driveways where the sidewalks shall be a minimum of 150 mm (6") thick for single family residential areas and 200 mm (8") thick for all other areas.

303-5.6 Curing. - *Add the following paragraph:*
Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4 Concrete Curing Compound, of the Standard Specifications.

303-5.7 Repairs and Replacements. - *Add the following paragraphs:*
In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

303-5.8 Backfilling and Cleanup. - *Add the following paragraph:*
A minimum of 300mm (12”) wide full depth asphalt concrete pavement repair patch and an 450mm (18”) wide 1-1/2” deep grind outside of the trench width is required when cross gutter, spandrel, driveways, curb and gutter is placed adjacent to existing asphalt concrete pavement. The asphalt concrete pavement repair patch shall be placed within two (2) working days after the cross gutters, spandrels, driveways, curb and gutter are replaced. The asphalt concrete pavement shall be sawcut. All work shall be in accordance with the General Permit Conditions and Trench Specifications, latest edition.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE.

304-3.4 Measurement and Payment. - *Delete paragraph 1 and replace with:*
Chain link fence will be measured along the horizontal projection line of the completed fence, deducting the widths of gates and openings.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL. - *Add the following paragraphs:*
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during all striping operations. Refer to Section 7-8.6.

Each storm drain catch basin or storm drain inlet box shall be marked "NO DUMPING - FLOWS TO CREEK." Two coats of paint are required. Stencil shall match City's stencil. Paint and painting shall comply with the specifications.

All street resurfacing work shall include installing fire hydrant pavement markers at all fire hydrant location, whether the pavement markers were existing or not. The pavement markers shall be Type I – Two-Way Blue Retroreflective per Section 214-6 of the Specifications and installed per City's detail drawing No. 102-0. All work associated with the installation of all new, or replacement of existing, fire hydrant pavement markers shall be included as noted within the specifications.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. – *Add the following paragraphs:*
During construction, if traffic legends or lane striping are removed or paved-over for any reason, they shall be replaced immediately with temporary traffic legends or lane striping as directed by the City, and the Contractor shall place permanent traffic legends or lane striping at the end of the job or on completion of final paving. When permanent items are placed, they shall be complete markings, legends, or striping i.e.: if limit lines are disturbed, they shall be replaced to centerline or from curb to curb, whichever was existing; if a letter in a word is removed or covered, the entire word shall be replaced; and lane striping shall extend 75 feet beyond construction limits. All replacement markings, legends, or striping required to be replaced beyond the contract limits shown shall be at the cost of the Contractor and shall meet City standards. If existing striping or legends are to be removed on existing surfaces, they shall be sandblasted. Painting over striping or legends in lieu of removal will not be permitted. Pavement striping shall comply with the applicable provisions of Sections 214 and 314 of the Standard Specifications.

Where side streets with existing striping, markings and markers are encountered, striping, markings and markers shall be repainted and replaced for a minimum distance of 15 m (50 feet) from the crosswalk, stop bar or limit line.

314-4.2 Control of Alignment and Layout.

314-4.2.1 General. - Delete and replace with t*he following:*
The Contractor will be responsible for all layout of all striping. All striping, markings and markers shall be reinstalled in their existing locations unless otherwise shown on the plans. The Contractor shall be responsible to take appropriate measures and record the existing locations.

The Contractor shall verify all dimensions in the field prior to installation of pavement striping/marking layout (Cat-Track). Should field measurements differ from the plan, the Contractor shall immediately notify City staff. No Cat-Track marks shall be placed until discrepancies are resolved.

Cat-Track must be approved by City staff prior to the installation of permanent pavement striping/marking. Contractor shall notify City staff a minimum of 24 hours prior to installation of permanent pavement striping/marking to allow for inspection and approval. If approval of Cat-Track is not obtained by the Contractor, all work required to correct the striping/marking will be at the expense of the Contractor

Cat-Track marks shall be made in chalk. Paint for the purpose of Cat-Track is prohibited. If paint is used, the Contractor must remove the paint without damaging or visually deforming the pavement surface. If damage or visual deformity within the removal area occurs, in the opinion of City staff, the Contractor shall grind and overlay the entire segment with no additional compensation. The area of the grind and overlay shall be as required by City staff and shall be a minimum of 0.10’ thickness.

All visible Cat-Track markings after the installation of the permanent striping/marking shall be removed without damage or visual deformity to the pavement surface. Any damage or visual deformity to the pavement shall be remedied as noted above.

314-4.3.5 Application. - *Amend the first sentence in paragraph 8 as follows:*
“Glass beads shall be applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon).”

314-6 GREEN BIKE LANE. Green bike lanes shall be installed per plan and conform to the technical specifications included within the contract documents and shall be Streetbond CL or approved equal.

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GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK

PART ONE -- GENERAL

1.1 SEQUENCING OF WORK

The Contractor shall submit the construction schedule in accordance with Section 01321 of the specifications. The order of work shall proceed with the exceptions as follows:

Area A → Area B → Area C → Area D

The Contractor shall coordinate with the City's current construction projects such as water, sewer, etc. before scheduling any work in the streets. City's intention is to pave the streets immediately after the replacement of the pipeline. Contractor may skip streets that are not ready for paving and schedule other streets to work on. Also, Contractor shall re-schedule the streets that are skipped for a later time. There will be no monetary compensation for re-scheduling the work, re-mobilization and/or loss of production.

The Contractor shall arrange the schedule of work, but it shall adhere to the following restrictions:

1. Paving and related work shall follow the timeline per Section 302-5.2 of the Specifications.

2. Citywide events calendar shall be considered with the construction schedule. Events calendar with specific dates will be provided during subsequent weekly construction meetings.

3. Construction around school zones shall be taken into consideration to avoid interference with the drop-off and pick-up times for each specific school. School calendar with school start/dismissal times are included in the Appendix.

4. Only one area may have paving activity occurring at a time unless approved by City.

5. Any other construction activity other than paving shall be scheduled by the contractor in any sequence but shall be approved by the City.

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.

1.3 MAINTENANCE OF OPERATION OF EXISTING FACILITIES

Any shutdown will be coordinated with the Owner. All valves on the Owner's existing facilities will be operated by the Owner. Written notice shall be given to the Owner's Representative no less than 72-hours for residential areas and 12 days for commercial areas prior to the desired shut-off time. The Contractor shall be responsible for disposing of water drained from the existing pipelines.

1.4 COORDINATION SUBMITTALS

1. No water system shutdowns will be allowed on Monday or Friday, unless otherwise directed by City staff.

2. When approved, City will begin shutting down the water system to allow connection at 8:00 AM. Note the system drainage time may take up to two hours depending on location and field conditions.

END OF SECTION

SECTION 01111 TRAFFIC CONTROL PLAN

A. General

The intent of this specification is to provide the format and requirements in preparation of the Traffic Control Plan (TCP).

B. Format

1. The sheets of the TCP shall display, at a minimum, the title of the project, name of firm preparing the TCP, name and stamp of Registered Traffic or Civil Engineer preparing the TCP, approval block for City of Redlands approval, north arrow, title sheet with an index of the sheets, sheet number, and total number of sheets.

2. The TCP shall be drawn to a 1 inch = 40 scale, or as otherwise approved by City staff, on common size sheets ranging from 8-1/2 inches x 11 inches, 11 inches x 17 inches or 24 inches x 36 inches as determined appropriate based on work area.

3. TCP must be prepared and approved by a Registered Traffic or Civil Engineer in the State of California.

C. Requirements

The TCP shall contain the following items and scenarios of traffic control:

1. Resurfacing operations;

2. Variations to accommodate night work;

3. All required detours;

4. Provide 4 changeable message boards, Solartech MB2-LR-1548 or approved equal, located throughout the project area to provide advance notification as work progresses;

5. The TCP shall be completed in conformance with Section 7-10.2.2.1 of the General Conditions and adhere to the following:

    a. On street parking, where currently available, shall be open to the public outside of working hours; and

    b. Shall be completed in conformance with all additional requirements from permitting agencies, such as Caltrans.

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 PMP 2023 Street Resurfacing 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
Index Map	2
General Notes and Details	3
Quantity Tables by Street Segments	4-6
Street Segments Layouts	7-12

1.2 GENERAL SCOPE OF WORK

A. Work In This Contract: Work in this Contract includes all labor, materials and equipment necessary for construction of PMP 2023 Street Resurfacing Project as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of resurfacing various streets throughout the City. Resurfacing methods include, slurry sealing (Type II), pulverization and grind & overlay. Asphalt overlay will be the conventional asphalt. All necessary striping will be replaced. The scope of work also includes removal and replacement of curb & gutter, curb ramp, driveways and x-gutter as necessary; protecting in place all existing utilities, trees, and public and private improvements; pavement striping and restriping; replacing destroyed survey monuments; disposing of excess soil and rock material and restoring all areas and improvements to pre-construction condition.

2. The Work shall also consist of furnishing and installing sewer pipe, fittings, manholes, and appurtenances; all traffic control (including furnishing and installing all arrowboards, barricades, signs, delineators, and flagmen); all utility location and verification (excavating, exposing, and verifying top, bottom, and side of utility facilities); all pavement removal and disposal; all earthwork (including trenching, shoring, sloping, bedding, and backfilling including select imported material or select native material); compacting; protecting in place or removing and replacing all existing utilities, trees, and public and private improvements; replacing all asphalt concrete pavement; disposing of excess soil

and rock material and restoring all areas and improvements to pre-construction conditions.

3. The Contractor shall, upon completion of the pipeline construction and appurtenances required herein, initially operate all components of the Contract Work furnished and installed by Contractor, and make any additional adjustments, corrections, repairs, replacements, and reconstructions necessary to provide the City with complete, correctly operating pipeline and appurtenances.

END OF SECTION

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 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 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, identification & providing list of trees that needs to be trimmed at least four weeks prior to paving, and shall constitute full compensation for all labor, material, equipment and incidentals required. The bid price for mobilization shall not exceed 5 percent of the Bid Schedule total price.

2. SWPPP, Bid Item 2:

Payment for Storm Water Pollution Prevention Plan (SWPPP) shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval, NPDES Permit and shall include all labor and incidentals noted within Section 01571.

Payment for the SWPPP shall be made based on the percentage of project completion to ensure compliance with all requirements. The completeness shall be determined by the Engineer and updated on progress payments.

3. 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, provide recorded copies to the City and shall include all labor and incidentals noted within Section 01722.

Prior to construction, contractor shall provide corner records, survey monuments and any other existing survey control markers to the City for review. City Engineer/Surveyor will spot check the locations provided by the contractor's surveyor. In any case, City shall back charge contractor for any missing survey markers or monuments.

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. Crack Seal/Fill and Slurry Seal (Type II), Bid Item 4:

Item includes but is not limited to crack filling, crack sealing, placement of leveling course, localized and isolated base repair, depressed trench line repair, complete removal of existing striping and pavement markings, as well as per specification Section 302 of General Conditions. Payment for Type II Slurry Seal shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment, and incidentals required for Type II Slurry Seal placed. Payment shall be on a monthly basis and on total amount of Type II Slurry Seal placed per bid once streets are thoroughly prepared per plans and specifications and accepted by the City staff.

5. 0.1' Grind and 0.1' AC Overlay, Bid Item 5:

Item includes but is not limited to 0.1' grind and 0.1'overlay of asphalt concrete as specified on the project plans and specifications. Bid item also includes crack filling and crack sealing after grinding, routing of the surface following cold milling and prior to crack sealing, all weeds killing, placing leveling course, localized base repair, removal of existing asphalt over the gutter pan (at least 1"), removal of all temporary AC pavement and replacement with permanent base paving within the area of the proposed overlay. Bid item also includes but are not limited to dust control, traffic control, sawcutting and shall constitute full compensation for all labor, material, equipment and incidentals required as

required to perform the work under these bid items. Roadway grading and shaping shall conform to the provisions Section 300, 301 and 302 of the Standard Specifications. Payment for this item shall be made at the contract unit price.

All grinding streets, contractor shall perform multiple spot repairs (various sizes) utilizing bid item 11. Contractor will identify and mark the locations in coordination with City staff and repair the pavement before paving. The repair area consists up to 5% of the paving area for a given street. City staff will direct the contractor to mark any additional area that needs to be repaired.

For the purpose of making monthly progress payments, 90% of the contract unit price will be paid for the quantity of final pavement completed per the plans and specifications and to the satisfaction of the Engineer. The remaining 10% will be paid when all damaged traffic striping has been replaced per the plans and specifications and has been accepted by the Engineer. No further breakdown will be allowed.

6. Pulverize Top 9" to place 2" AC over 9" FDR-200, Bid Item 6:

Item includes but is not limited to pulverizing the existing asphalt concrete pavement and base material to a depth of 6-inch in place, removal of existing asphalt over the gutter pan (at least 1”), shaping of subgrade and removal of excess pulverized materials to make room for placing 2” conventional asphalt concrete overlay per plans and specifications. Roadway pulverizing, grading, and shaping shall conform to the provisions Section 300, 301 and 302 of the Standard Specifications. All manhole cover, frame, valve lid covers shall be adjusted to finished grade following the street resurfacing.

Payment for roadway pulverize, grading and shaping, potholing, proof rolling, placement and compaction of subgrade to 95% relative compaction shall be made at the contract unit price and shall constitute full compensation for furnishing all labor, materials, tools, equipment, quality control, traffic control, dust control, and incidentals, and for doing all the work involved in roadway pulverizing per specifications. Contractor shall report potholing information to the City at least a month before the construction.

7. Asphalt Concrete Paving, Bid Item 7:

Item includes but is not limited to the conventional asphalt concrete paving as specified on the project plans and specifications. Payment for asphalt concrete paving shall be made at the contract unit price and shall constitute full compensation for furnishing all labor, materials, tools, equipment, quality control, traffic control, dust control, and incidentals, and for doing all the work involved in roadway paving per plans and specifications. Asphalt concrete materials of this bid item will be utilized for the bid item 6.

8. Leveling Course, Bid Item 8:

Item includes but is not limited to the leveling of the roadway surface with hot asphalt concrete pavement and per specification Section 302 of General Conditions. Leveling course shall be placed for any street that is determined by the City Staff before asphalt paving. Payment for this item shall be made at the contract unit price.

9. R&R PCC Curb and Gutter, Bid Item 9:

Item includes but is not limited to the re-construction of existing but damaged, missing, and/or mis-aligned curb and/or curb and gutter. 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.

10. Construct/R&R 6" AC Dike/Berm, Bid Item 10:

Item includes but is not limited to the construction, re-construction of existing but damaged, missing, and/or mis-aligned asphalt curb. Asphalt curb shall be constructed and/or re-constructed per APWA Standard Detail 120-2 Curb and Gutter – Barrier and per APWA Standard Detail 121-2 Curb and Gutter - Mountable and shall join to existing. Asphalt curb running in front of a driveway shall be constructed as 4-inch rolled curb. 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 rock 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. R&R PCC Gutter Pan, Bid Item 11:

Item includes but is not limited to the re-construction of existing but damaged, missing, and/or mis-aligned PCC gutter pan. Gutter pan shall be re-constructed per APWA Standard Plan 120-2 Curb and Gutter - Barrier and shall join to existing. The width of the gutter pan shall match the existing adjacent gutter pan. 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 gutter pan 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.

12. Construct Cross Gutter w/ Spandrel, Bid Item 12:

Item includes but is not limited to earthwork, curb cuts and removals as required for the construction of new cross gutter per APWA Standard Detail 122-2 and 123-2. Existing concrete gutter and asphalt concrete shall be removed and replaced as necessary to allow installation. Also, 6-inch thick class 2 aggregate base shall be placed and compacted to 95% relative compaction under 8" thick cross gutter and spandrels. Item also includes construction survey to form/construct cross gutter, all necessary dust control, clearing and removals such as removals 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, traffic control, equipment and incidentals required.

13. R/R Driveway Approach, Bid Item 13:

Item includes but is not limited to the re-construction of existing concrete driveway approach. Driveway approach shall be re-constructed per APWA Standard Detail 110-2 and City of Redlands Standards and shall join to 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.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required

14. Adjust Manhole Ring/Cover w/ Concrete Collar, Bid Item 14:

Item includes but is not limited to adjustment of the manhole ring/cover, rim to the finished grade of the street. Manhole shall be re-constructed per City of Redlands Standard, A-101 and shall include the construction/reconstruction of the concrete collar per City of Redlands Standard, A-106. 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.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

15. Adjust Valve Can and Cover (Circular Lid), Bid Item 15:

Item includes but is not limited to adjustment of the valve can and cover to the finished grade of the street. Valve Can shall be re-constructed per City of Redlands Standard, A-20514. 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.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

16. Replace Valve Can, Gate Well and Cover (Triangular Lid), Bid Item 16:

Items includes but is not limited to replacement of the valve can, gate well and cover per detail on Plan Sheet No. 3 and adjust valve cover to the finished grade of the street. This item includes all the triangular valve lids, which are identified on the plan and any other found in the field during construction. 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.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

17. Install Blue RPM, Bid Item 17:

Item includes but is not limited to installation of retro-reflective pavement markers (RPM) per plans and specifications. Where the fire hydrant is located at the intersection, blue RPM shall be installed on both streets. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

18. Replace Traffic Loop, Bid Item 18:

Item includes but is not limited to the re-installation of existing traffic signal loop detectors that have been damaged or removed as a result of resurfacing operations. Item also includes the home run where required, and upgrade existing stub-out or conduit in order to accommodate additional loops if required. All traffic loops shall be circular loops except adjacent to the crosswalks or stop bars. Type D loop shall be installed adjacent to the crosswalks or stop bars in each lane of each side of the intersection.

All Caltrans intersections, where Type D loop shall be installed, require the replacement of the detector sensor card (222) with a GTT922 detector sensor card per Caltrans permit condition or approved equal. Bid Item shall also include all labor, material, traffic control, equipment and incidentals. 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.

19. Thermoplastic STOP & Miscellaneous Legend, Bid Item 19:

Item includes but is not limited to installation of thermoplastic lettering per the California MUTCD and complete removal of existing striping and pavement markings. Bid Item shall also include traffic control and mobilization. A complete list of STOP legend, miscellaneous legend and pavement markings are provided in a table on Plan Sheet No. 3. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

20. 24” Thermoplastic Solid White/Yellow Stripe, Bid Item 20:

Item includes but is not limited to installation of 24” thermoplastic solid white/yellow striping, per project plans and per the California MUTCD and complete removal of existing striping and pavement markings. It includes stop bar, crosswalk, etc. Payment for this item

shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

21. 12" Thermoplastic Solid White/Yellow Stripe, Bid Item 21:

Item includes but is not limited to installation of 12" thermoplastic solid white/yellow striping, per project plans and per the California MUTCD and complete removal of existing striping and pavement markings. It includes stop bar, crosswalk, etc. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

22. 8" Thermoplastic Solid White Stripe, Bid Item 22:

Item includes but is not limited to installation of 8" thermoplastic solid white stripe, per plans and per Caltrans 2015 Revised Standard Plan A20D and complete removal of existing striping and pavement markings. It includes turning pocket lanes, etc. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

23. 6" Thermoplastic Double Yellow Stripe, Bid Item 23:

Item includes but is not limited to installation of 6" thermoplastic double yellow stripe, per project plans and per Caltrans 2015 Revised Standard Plan A20A, D-22 and complete removal of existing striping and pavement markings. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals require.

24. 6" Thermoplastic Solid White Stripe, Bid Item 24:

Item includes but is not limited to installation of 6" thermoplastic solid white stripe, per project plans and per Caltrans 2015 Revised Standard Plan A20B, D-27B and complete removal of existing striping and pavement markings. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals require.

25. 6" Thermoplastic Skip White/Yellow Stripe, Bid Item 25:

Item includes but is not limited to installation of 6" thermoplastic skip white/yellow thermoplastic stripe, per project plans and per Caltrans 2015 Revised Standard Plan A20A, D-2 for centerlines; A20A, D-9 for lane lines; A20D, D-39 and D-39A for bike lane line; and complete removal of existing striping and pavement markings. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals require.

26. 4" Thermoplastic Solid White/Yellow Stripe, Bid Item 26:

Item includes but is not limited to installation of 4" thermoplastic solid white/yellow stripe, per project plans and per Caltrans 2015 Revised Standard Plan A20B, D-27B for right edge line or D-24 for left edge line; A20D, D-39 and D-39A for bike lane line; and complete

removal of existing striping and pavement markings. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals require.

27. 4" Thermoplastic Skip White/Yellow Stripe, Bid Item 27:

Item includes but is not limited to installation of 4" thermoplastic skip white/yellow stripe, per project plans and per Caltrans 2015 Revised Standard Plan A20B, D-27B for right edge line or D-24 for left edge line; A20D, D-39 and D-39A for bike lane line; and complete removal of existing striping and pavement markings. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals require.

28. Green Bike Lane, Bid Item 28:

Payment for the Green Bike Lane shall be made at the unit price denoted within the proposal and shall include surface preparation, layout, material placement, curing, protection, and all labor, materials, tools, etc. to install the markings within the bike lanes per plans and specifications by painting a solid "Bike Path Green" using Streetbond CL or approved equal.

29. Export Roadway Materials, Bid Item 29:

All excessive pulverized materials removed shall be hauled away from the project site on the same working day and legally disposed of and/or recycled at a site where contractor is responsible. The excess material will be generated due to pulverizing and reshaping the street and the street has higher existing crown including subbase or subgrade materials. All the streets may have export materials in order to meet the maximum cross slope of 3%. Contractor shall determine the export quantity for any street segments during construction. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

30. Unforeseen work <u>not</u> covered within all other bid items, Bid Item 30:

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.

31. Demobilization, Bid Item 31:

Payment for Demobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01740.

END OF SECTION

SECTION 01251 CHANGE ORDER REQUESTS

1.1 GENERAL

A. All quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in EXTRA WORK of the GENERAL CONDITIONS shall be submitted to the ENGINEER, in writing, on the Change Order Request (COR) Cover Sheet and the Change Order Cost Summary Form, both attached, and in conformance with the requirements of Section 01254 CHANGE ORDERS. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the ENGINEER. The CONTRACTOR shall submit its written cost quotation and Time Impact Analysis not later than fifteen (15) days after being requested to provide such quotation, unless the ENGINEER allows more time. Delays in submitting quotations beyond the fifteen (15) days set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the project, shall not be cause for a claim or a time extension under the Contract.

B. The ENGINEER'S request for quotation on a preliminary change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the ENGINEER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

END OF SECTION

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CHANGE ORDER REQUEST (COR)

Project Name:		**COR Number:**	
Project Number:		**Date of Request:**	
Requested By:			

Change Name:	

Description of Change (Required):

Reason for Change (Required):

Location of Change (Required): List all locations if various locations are included in this Request

Additional Days Requested Due to Change (If Applicable):

Total Net Change in Cost: **Note:** Attach all supporting documents for cost justification	$ 0.00

Requestor:

Signature: _____

Title: _____ **Date:** _____

Change Order Cost Summary

Project Name :

Change Order Request No. :

Date :

		Direct Labor	Direct Materials	Direct Equipment		Totals
(1):	Lump Sum Work by Prime Contractor	$0.00	$0.00	$0.00		
(2):	"T&M" Work by Prime Contractor	$0.00	$0.00	$0.00		
(3):	Subtotal - Direct Work (Prime Contractor)	$0.00	$0.00	$0.00		
(4):	All Lump Sum Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(5):	All "T&M" Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(6):	Subtotal - Direct Work (all subcontractors)	$0.00	$0.00	$0.00		$0.00
					Add each of the three columns across and enter to the right.	
(3)+(6)=(7):	Total - Direct Costs	$0.00	$0.00	$0.00		$0.00
(8):	Markup	(20% of direct labor) $0.00	(15% of direct mat'l) $0.00	(15% of direct equip) $0.00		$0.00
(9):	Prime Contractor Markup for subcontractors				10% of line (6) direct sub work up to $5,000 plus 5% of line (6) direct sub work over $5,000	
(10):	Bonds & Insurance				1% of line (7) all direct work	$0.00
(11):	Additional amount permitted by Contract					
(12):	**GRAND TOTAL**				Add sums of lines) (7), (8), (9), (10) and (11)	**$0.00**

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SECTION 01254 CHANGE ORDERS

PART ONE -- GENERAL

1.1 REQUIREMENTS

Payment to the Contractor, or credit to the City, for any change, addition, deletion or extra to the Work, or settlement of any Claim, covered by any Change Order, shall be determined by the methods set forth herein. The Engineer may change the Plans and Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and the City, which shall be executed by a Change Order.

Unless otherwise stipulated, "Unit Prices" include all costs necessary to furnish, install and complete the Work. The "Unit Prices" include all direct costs for labor, equipment and materials, all insurance and bond costs, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but is not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax.

A. Unit Prices

Unit prices stipulated in the Bid or itemized in the approved Schedule of Values shall be utilized, where they are applicable and determined reasonable by the Engineer. In the event that the Change Order results in a change in the original quantity of more than twenty-five percent (25%), either increase or decrease, then either the Engineer or the Contractor may request a review of the unit price to determine if a new unit price shall be mutually determined by negotiation. Any new unit price mutually determined under this Subsection shall only apply to the units in excess of one hundred twenty five percent (125%) of the original quantity for overruns. In case of underruns, the unit price stipulated in the Bid shall be applied to the first twenty-five percent (25%) of the actual quantity of work performed and the new mutually determined price shall be applied to the quantity between twenty-five percent (25%) and seventy-five percent (75%) of the original quantity.

Renegotiated unit prices or unit prices for new items added to the Contract by Change Order shall be determined in accordance with Subsections B through G. Whether stipulated in the Bid, itemized in the approved Schedule of Values or renegotiated, the unit prices used for payment constitute the total adjustment with no further costs owed for overhead, impact, profit, delay or impact to unchanged portions of the Contract, or any other reason. The unit price shall be full and final compensation as described in Subsection D.

The cost proposals for renegotiated unit prices shall be presented in accordance with the provisions of Subsections B through G. Should any Bid Item be deleted in its entirety, the amount bid for that bid item shall be subtracted from the total Contract amount. The Contractor shall be paid only for the actual cost incurred prior to the notification of such deletion for that Bid Item.

B. Lump Sum

The Engineer and the Contractor may mutually determine a total sum for the Extra Work. The Contractor shall summarize the total cost and furnish a breakdown of the proposed lump sum costs satisfactory to the Engineer in accordance with Subsections B through G. Such lump sum costs shall be full and final compensation as described in Subsection D. The Contractor's quotation shall conform to the requirements of Section 01251- Change Order Requests, and be submitted in the Change Order Cost Summary Form provided (see Attachment 01251-A1). The Change Order Cost Summary Form cannot be used to nullify or supercede any specification or contractual provision.

If the method or amount of payment cannot be agreed prior to performing the Extra Work, the Engineer may unilaterally issue a Change Order in the amount determined reasonable by the Engineer for the Extra Work and direct the Contractor to proceed immediately. The Engineer also has the option to issue a Change Order directing the Work be done on a Time and Materials basis with the Contractor providing all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. Estimates for lump sum quotations and accounting for Time and Materials work shall be limited to direct expenditures necessitated specifically by the subject Extra Work, and shall be segregated as follows:

1. Labor, up to and including working general foremen, who are directly assigned to the Extra Work. Employees identified as superintendents or non-working general foremen shall not be charged as labor on Extra Work. The labor costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance or any other insurance costs). A detailed breakdown of those

subcomponents of labor costs, by all crafts shall be submitted to the Engineer, by the Contractor and all Subcontractors, for approval, as part of the documentation of labor costs, within ten (10) working days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the Engineer.

The labor cost is not allowed to be increased by using labor classifications with paygrades higher than necessary to accomplish the Work.

2. Materials: The cost of materials used in performing the Extra Work will be the cost, including sales tax and freight, to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:

   a. Cash or trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by the Contractor.

   b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Supplier markup, except for actual costs incurred in the handling of such materials, will not be allowed.

   c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the Jobsite, whichever price is lower.

   d. If, in the opinion of the Engineer, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the Jobsite less cash or trade discount. The City reserves the right to furnish materials for the Work and no claim shall be made by the Contractor for costs and profit on such materials.

   e. For the purposes of this Section, a "Supplier" is defined as any person or persons, firm or business, who supplies materials of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the Contractor, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.

3. Equipment Costs, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of $500. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform work on the Extra Work described in the Change Order and the Contractor can demonstrate that the changed work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in Subsection G.

4. Small tools, equipment, consumables and incidental costs: No separate payment will be made for the use of small tools or equipment with a replacement value of $500 or less. This applies to tools and equipment owned by the Contractor or its subcontractors of any tier. Also, no separate payment will be made for fuel, lubricants, tool or equipment repairs, tool or equipment maintenance, consumables, drinking water, sanitary facilities or other incidentals. These costs are already included as a part of Markup.

5. Subcontractor Costs, including their overhead and profit, provided that such costs are direct costs to the Contractor for performing the Extra Work as set forth in Subsections B through G.

C. Time and Materials Work

The costs of all Changed/Extra Work submitted under the Time and Materials (T&M) method shall be formulated in accordance with the provisions of Subsections B through I.

Unless otherwise stipulated on the Change Order, the "Not-to-Exceed" amount for all T&M Change Orders is $10000. The Contractor is responsible for tracking costs and for notifying the Engineer in writing when costs approach 50% and 75% of the "Not-to-Exceed" amount. In addition, if the Changed/Extra Work cannot be completed within the "Not-to-Exceed" limit, the Contractor shall notify the Engineer in writing, and in a timely manner, that the limit requires an increase. The City will only reimburse eligible costs up to the "Not-to-Exceed" amount.

The Contractor shall notify the Inspector at the beginning of each day when Changed/Extra Work is being performed. The Contractor shall notify the Inspector of the Changed/Extra Work being performed and describe the personnel involved, whether by Contractor forces or by its subcontractors at any tier. Failure to notify the Inspector prior to the start of Changed/Extra Work serves as the Contractor's waiver to claim for compensation on that day.

For each working day, the Contractor shall submit a "Daily Extra Work Report" (DEWR) to the Inspector. The "Daily Extra Work Report" shall summarize labor,

equipment and materials supplied. The Inspector will only consider Forms that are properly completed as described below.

1. Separate forms must be used for labor and for equipment/materials.

2. Labor, equipment, material or expenditures that are not included on The DEWR are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of the Contractor to include any and all items of labor, equipment, or material for which it requests compensation for each day's work completed.

3. Information required on the Labor form shall include name of personnel, personnel classification, and only the number of hours worked on Changed/Extra work for the day being reported. Since the overhead allowance already includes all necessary supervision, any hours for additional supervision or non-working foremen are ineligible for additional payment. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by a Union Labor Agreement or otherwise approved by the Inspector. The general foreman rate is eligible for payment only during the time that a general foreman was required for the Changed/Extra Work.

4. Information required on the Equipment/Material shall include Contractor-owned equipment and/or tools, and rented equipment or tools for which compensation is requested. Information shall include the type of equipment, size of equipment, equipment identification number, appurtenances, and only the number of hours worked on the Changed/Extra work.

5. The only allowable materials are materials delivered to the job site and/or incorporated only into the Changed/Extra work. The allowable materials shall be listed on the T&M sheet for the day that they are delivered to the job site and/or incorporated into the Changed/Extra work.

6. Delivery ticket(s) and/or bill(s) of lading for rental equipment and/or tools delivered to the site and/or material incorporated into the work for the day being reported must be attached with the T&M sheet for that day. No payment will be allowed for materials and/or rented equipment unless receipt(s) or bill(s) of lading is attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to the Inspector, the City may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the work was being performed.

7. Failure to submit the required "Daily Extra Work Report of Time and Material Work" by the close of the next working day shall waive all rights for that day unless otherwise approved by the Inspector. Work that cannot be substantiated by a "Daily Report", approved and signed by the Inspector, is ineligible for payment.

8. The Contractor is responsible for preparing the "Daily Extra Work Report" for work by its Subcontractors and submitting the Forms to the Inspector on time.

9. The Contractor must have each "Daily Extra Work Report" verified by the Inspector. After the "Daily Extra Work Report" is approved by the Inspector, both the Contractor and Inspector sign the report. The original "Daily Extra Work Report" is retained by the Inspector with a copy provided to the Contractor.

10. When the "Daily Extra Work Report" is signed by the Inspector and the Contractor, it is binding on the Contractor and its Subcontractors.

11. When agreed to by the Inspector, the Contractor may submit a supplemental "Daily Extra Work Report" for labor, materials, or equipment for which the Contractor requests compensation but failed to list on the original daily report.

    a. These supplemental forms shall be marked "SUPPLEMENTAL".

    b. Unless otherwise approved by the Inspector, the supplemental forms may only be submitted for approval up to two (2) working days following the date when the work was performed.

No payment will be allowed for labor, materials, or equipment included on T&M sheets not signed by the Contractor and the Inspector. Payment will not be allowed for labor, materials, or equipment included on T&M sheets signed by anyone other than the Inspector or the Inspector's immediate supervisor.

D. General

It is the intent of the City to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph shall be made a part of all Change Orders, whether included or not on the actual change order:

> "The compensation (time and cost) set forth in a Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all Subcontractors, and all

Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of himself, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the Contractor can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the Contractor, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole. The Contractor shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work has been or will be extended beyond the current Contract completion date. A Time Impact Analysis is a scheduling procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a

Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to past or current delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated project schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the Contractor, until all available float, slack, or contingency time on the project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.

The cost summary, cost breakdowns and requests for cost reimbursement submitted by the Contractor (for delay, disruption, hindrance and interference associated with the changes, additions, deletions or extras) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual, change, addition, deletion, extra and (on an event-by-event basis) each individual delay or disruption event. Such cost summaries, breakdowns or requests shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the Contractor's additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect (i) the actual costs incurred or saved for each individual item of Extra Work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and, (ii) on an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.

Except as provided in Section 6-6 of the General Conditions, Contractor shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).

Contractor waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the Contractor acknowledges and agrees are within the reasonable contemplation of the parties: (i) changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope,

number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) the issuance and performance of changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) changes due to Differing Site Conditions; (iv) suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of City or in the interests of the Project; (v) delay or disruption to the Work due to failure of the City, Engineer or Inspector to timely perform any contractual obligation.

E. Markups – Overhead and Profit

1. In addition to the direct expenditures specified for labor, materials and equipment in Subsection B, a lump sum will be paid for all overhead and profit, including: All insurance costs other than specifically mentioned in this Section, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but are not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax. Such lump sum shall conform to the following schedule of percentages of the total amount of direct expenditures of the Contractor and subcontractors.

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Direct Labor	20%
2) Direct Materials	15%
3) Direct Equipment	15%

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

2. Bonds and Insurance

An additional allowance of one percent (1%) of all direct costs (less markup) is allowed.

3. Add/ Deduct Changes

The overhead rates determined above shall be applied to all additive Change Orders, except those utilizing as-bid Unit Prices listed in the Bid Proposal.

Any change in the Work involving both extras and credits shall show a net total cost, including subcontracts. Allowances for overhead and profit to the net total cost, as specified herein above, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was signed.

4. When all or any part of the extra work is performed by a Subcontractor, the markup established in subsection 1.1.E.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

F. City Furnished Materials, Equipment and Services

The Engineer reserves the right to furnish materials, equipment and services deemed expedient for use on the Changed/Extra Work. The Contractor shall have no claim for profit or overhead on the cost of such materials, equipment and services.

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Caltrans Labor Surcharge and Equipment Rental Rates (Caltrans LS&ERR). For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates established by Subsection G.2. The most recent published edition in effect at the commencement of actual equipment use shall be used.

The rates paid for any rented or leased equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the equipment or tools.

It is the responsibility of the Contractor to include any appurtenances added to equipment which would increase the basic rate for said equipment (i.e., hoe-ram, oversize bucket, and etcetera) as established in the acceptable rental rate guide. All equipment and/ or tools shall be acceptable to the Inspector, in good working condition, suitable for the purpose for which it is to be used, and necessary to complete the Changed/Extra Work. Payment will be based on the manner in which the equipment was actually powered, operated and modified per the equipment manufacturer's recommendations.

1. Rented or Leased Equipment

For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the Contractor shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Caltrans LS&ERR. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a Contractor of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the Contractor. In no event shall the leased equipment rate billed to the City be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

a. When in Use:

Actual equipment use time documented by the Inspector shall be the basis that the equipment was utilized on the changed work and paid for under the Change Order. In addition to the lease or rental rate, equipment-operating costs shall not exceed the estimated hourly operating rate as set forth in the Caltrans LS&ERR. The hours of operation shall be based upon actual equipment usage on the changed work as recorded by the Inspector. For multiple shift work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

b. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed work. Equipment operating costs due to idle time, documented by the Inspector, shall be paid at the rate determined in "G" (1) above. Idle time shall include a reasonable time allowance to and from the project site.

Payment for equipment or tools shall be limited to hours actually worked on the Changed/Extra Work if the equipment or tool is already on site for Work under the original Contract. No "standby" time will be paid for equipment already on site for Work under the original Contract.

If equipment or tools are used intermittently and, when not in use, could be returned to the rental source at less expense than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the City.

2. Owned and Other Equipment

Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the work is performed. (The Caltrans equipment rental rates are available on the internet at http://www.dot.ca.gov/hq/construc/equipmnt.html.) If the equipment is not listed in Caltrans LS&ERR, then the Rental Rate Blue Book shall be used. When using the Blue Book, the hourly rate for any period less than 7 days shall be the weekly rate divided by 40, plus the Operating Cost. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Blue Book will be paid for each hour the equipment actually performs the Extra Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each work day (or work shift if the Work is being performed in multiple work shift sequence) by the Inspector shall be the record upon which actual equipment use shall be based. For multiple shift work sequences, the Caltrans overtime factor shall be applied (When using the Blue Book one-half the Non-Operating Cost will be deducted for second and third shifts. The Non-Operating Costs are the Blue Book monthly or weekly/40 rates, as applicable.). It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

a. When Idle:

Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed work, shall be paid per the table in Caltrans Standard Specifications Section 9-1.03A(3b), provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City. Idle equipment time will only be paid as a function of delays specifically directed or caused by the City's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed, for second or third shifts. It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

3. Equipment Haulage and Set Up Costs

Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in Subsection B.3.

4. Other Equipment Cost Guides

In the event that a piece of equipment used on a Change Order is not listed in Caltrans or the Blue Book, costs may be derived from the Associated General Contractor's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the Work under this Contract.

H. Records

At any time should the Contractor deviate substantially from the schedule, method and sequence of operation, equipment, cost or pricing data furnished by the Contractor and agreed to by the City in connection with the Change Order or should the City determine that any price negotiated in connection with the Change Order is defective due to such deviation or the fault of the Contractor, the City reserves the right to reduce the Change Order cost and reissue the Change Order at the amount in which the City determines to be the actual costs to complete the change.

Whenever any material or process is indicated or specified by patent or a proprietary name, or by name of a manufacturer in the Change Order, such direction shall not relieve the Contractor's responsibility or obligation to perform

work in accordance with the contract requirements. The Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences and procedures, coordination of all portions of the contract and Change Order work.

The Contractor shall on a weekly basis submit an approximate accounting of the amount expended on the Time and Materials work to date and an estimate of the Impact to the time of performance of work.

I. Partial Payments for Time and Materials Work.

Progress payments for Time and Materials work shall only be made if the anticipated cost of the changed work is in excess of $50,000 and/or the time to perform the changed work will exceed two (2) months duration. To receive payments for Time and Materials work, the Contractor shall submit to the Engineer an invoice of the daily reports which were verified by the Inspector, with details and documents, verifying the Contractor's and Subcontractor's actual costs incurred for the Time and Materials work as set forth in Subsections B through H. Costs shall be submitted within thirty (30) calendar days after the T&M work has been satisfactorily completed unless an extension of time for submittal is authorized in writing by the Inspector.

END OF SECTION

SECTION 01298 SCHEDULE OF VALUES

1.1 GENERAL

A. The Schedule of Values shall be used as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum. Prior to submitting an invoice for payment, the CONTRACTOR shall have submitted a detailed Schedule of Values and obtained approval from the ENGINEER.

B. Each lump sum bid item on the Schedule of Work and Prices, as set forth in the Bid must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the contract documents for that item. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item. The breakdown shall include subcontract amounts which shall not deviate from the amounts submitted in the Bid Proposal. The CONTRACTOR shall provide certification from the Subcontractors certifying the subcontract amounts.

C. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete and curing. The cost for pipeline construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. The Contract Price breakdown shall include the itemized costs for the plant establishment and any maintenance services to be performed before the final project acceptance is made. No non-construction activity shall be cost loaded.

D. The CONTRACTOR shall use cost loaded construction activities from the Construction Schedule as a Schedule of Values. Each construction activity shall be encoded to its bid item and a sort provided for each bid item totaling the cost loaded amount. The total of the Cost Loaded amounts for each bid item shall equal the amount bid for that item. The total of the Schedule of Values shall equal the current Contract value at all times. At any time during the progress of the Work of the Contract the INSPECTOR reserves the right to review the cost loading of the Schedules of Values and direct necessary revisions. When requested by the INSPECTOR, the CONTRACTOR shall provide all information necessary to substantiate the cost loading.

E. Attached are samples of the Schedule of Values. The City will provide project specific Schedule of Values for the CONTRACTOR to use throughout the project at the Preconstruction Meeting. The Schedule of Values must be used by the CONTRATRACTOR at the time of each progress payment.

END OF SECTION

Project Name

Contractor Name
Address
Address
Phone:

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:
INVOICE DATE:
INVOICE NO.

BID ITEM/DESCRIPTION OF WORK FOR BID ITEM		QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone:

	BID ITEM/ DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
	TOTALS				$0.00		$0.00		$0.00		$0.00

SUMMARY OF CHANGE ORDERS	QTY	UNIT	UNIT BID PRICE	QTY	$ VALUE	QTY	$ VALUE	TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
CHANGE ORDER NO. 1	1	LS						0.0	$0.00
CHANGE ORDER NO. 2	1	LS						0.0	$0.00
CHANGE ORDER NO. 3	1	LS						0.0	$0.00
CHANGE ORDER NO. 4	1	LS						0.0	$0.00
CHANGE ORDER NO. 5	1	LS						0.0	$0.00
CHANGE ORDER NO. 6	1	LS						0.0	$0.00
CHANGE ORDER NO. 7	1	LS						0.0	$0.00
CHANGE ORDER NO. 8	1	LS						0.0	$0.00
CHANGE ORDER NO. 9	1	LS						0.0	$0.00
CHANGE ORDER NO. 10	1	LS						0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
CHANGE ORDERS TOTAL			$0.00				$0.00		$0.00

		VALUE OF WORK COMPLETED TO DATE	$0.00
ORIGINAL CONTRACT PRICE	$0.00	AMOUNT DUE THIS PERIOD INCL RETENTION	$0.00
TOTAL AMOUNT OF CHANGE ORDERS	$0.00	LESS 5% RETENTION	$0.00
ESTIMATED TOTAL CONTRACT PRICE TO DATE	$0.00	**AMOUNT DUE THIS PERIOD**	**$0.00**

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SECTION 01321 CONSTRUCTION SCHEDULE

1. THE REQUIREMENT

A. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of this Contract.

B. The CONTRACTOR'S representative in charge of scheduling is required to attend all meetings pertaining to scheduling and progress of the Work.

C. The CONTRACTOR shall submit to the ENGINEER 3 hard copies and the electronic file of the CONTRACTOR'S Construction Schedule (the schedule) at the time of the preconstruction meeting. The schedule shall be either a Critical Path Method (CPM) Network or a detailed Bar Chart with the critical path clearly shown. If the CPM network option is used, then Primavera Project Management or Microsoft Project shall be the scheduling software. If a detail Bar Chart is used, Microsoft Excel shall be the software utilized. The schedule shall include the following:

1. Activity ID,
2. Activity Description,
3. Start date for each activity,
4. Finish date for each activity,
5. Original duration,
6. Predecessor,
7. Successor,
8. Percent Complete,
9. Remaining Days.

A minimum of seven (7) calendar days for review of each schedule. Schedule activities shall be of sufficient detail to assure adequate planning has been done for proper execution of the Work and such that, in the sole judgement of the ENGINEER, it provides an appropriate basis for monitoring progress. The schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract. Submittal and approval of the schedule in accordance with the requirements of this Section is a condition precedent to the issuance of any payments under this Contract. Once the schedule is approved it will become the baseline schedule and must be shown and compared on all subsequent schedule submittals.

D. Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the required Contract Completion date), and total float within the schedule, is not for the exclusive use of either the CITY or the CONTRACTOR, but is a jointly owned expiring resource available to and shared by both parties. Pursuant to this float sharing requirement, use of

float suppression techniques shall be cause for rejection of the schedule and any revisions or updates.

E. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors or Suppliers, at any tier, and which extends actual performance of the Work beyond the current Contract completion date and the completion date projected by the current, approved, updated schedule. If the delay occurs along a path, which the current approved Construction Schedule update projects late completion prior to addition of any CITY caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by the CONTRACTOR through the submittal, within seven (7) calendar days after the delay occurs, of a Time Impact Analysis which demonstrates the estimated impact on the end date of the Work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other means.

If a time extension if granted by the CITY, the updated schedule reflecting the change shall become the baseline and be reflected schedule and must be shown and compared on all subsequent schedule submittals.

Since float time within the Construction Schedule is jointly owned, it is acknowledged that CITY caused delays on the project may be offset by CITY caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract or approval of substitution requests which result in a savings of time to the CONTRACTOR). In such an event, the CONTRACTOR shall not be entitled to receive a time extension or delay damages until all CITY caused time savings are exceeded and the Contract completion date is also exceeded.

F. If the initial schedule submitted shows completion of Work more than thirty (30) calendar days in advance of the Contract completion date, the ENGINEER may, at no cost to the CITY, decrease the Contract duration by issuance of a Change Order which changes appropriate Milestone Date(s) and the Contract completion date to the completion date reflected on the schedule. Any approved schedule, revision, or update having an early completion date shall show the time between the early completion date and the Contract completion date as "project float".

G. Comments made by the ENGINEER on the schedule during review will not relieve the CONTRACTOR from compliance with all requirements of the Contract. The ENGINEER may request that the CONTRACTOR and all major Subcontractors (defined herein as being any Subcontractor, Sub-Subcontractor, or Supplier with five (5) percent or more of the value of the Contract) participate in

review of any schedule submission. All revisions shall be submitted within seven (7) calendar days after the ENGINEER'S review.

H. Two copies of an updated schedule shall be submitted to the ENGINEER for approval with the submittal of each CONTRACTOR'S monthly payment request or the monthly payment request will be withheld. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between the CONTRACTOR and the INSPECTOR, and an estimate of the remaining duration. The monthly update of the schedule shall include an updated bar chart with logic arrows or network diagram and include the same additional data as required by Section 1.C. If the CPM network option is used, the schedule shall be calculated using remaining durations and the progress override option. The monthly update shall also include a complete, hard copy list of all the changes made from the previously approved submittal. If the schedule is done using Primavera, use a Claim Digger report for the list of changes.

I. The submittal of an updated schedule which meets the requirements of this Section, accurately reflects the status of the Work (for all previously accepted activities), and incorporates all approved changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. (Actual and/or forecast dates for status of additional submittal cycles shall be added without the prior approval of the Engineer.) Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of a Change Order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update.

J. If completion of any part of the Work, delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind schedule and will impact the end date of the Work, the CONTRACTOR shall submit a written recovery plan acceptable to the ENGINEER for completing the Work by the current Contract completion date, if requested by the ENGINEER.

K. As a condition precedent to the release of any retained funds, the CONTRACTOR shall, after substantial completion of the Work has been achieved, submit a certified, final schedule which accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all activities on the schedule.

END OF SECTION

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SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY

1.1 GENERAL

A. Required**:** Provide photographs taken at the Jobsite at the specified stages of Contracted Work in accordance with provisions of this Section.

1. The Contractor shall provide the City with photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc).

2. Take first photographs just before CONTRACTOR starts any work operations at the Jobsite.

3. Take final photographs when all Contracted Work has been completed, regardless of time interval since previous photographs were taken.

1.2 SUBMITTALS

Except as otherwise directed by the ENGINEER, submit all photographs electronically on a CD/DVD organized by phase of construction and location.

1.3 QUALITY ASSURANCE

Photographs and prints to be of professional quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.

END OF SECTION

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SECTION 01323 CONSTRUCTION STATUS REPORTS

1.1 REQUIREMENTS

A. Daily Status Report

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, unusual occurrences and etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the City and shall be submitted to the Project Manager at the conclusion of each work week.

The Contractor shall also have workers on the project sign in and out each day on the City of Redlands Daily Sign In Sheet which shall state the name, times in and out and the work performed by each worker on the project each day. The completed Daily Sign In Sheets shall be submitted to the City of Redlands Project Manager at the end of each work week. Failure to submit daily reports and daily sign in sheets to the Project Manager on a weekly basis will result in a possible and temporary suspension of work until reports are submitted.

B. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

C. 3 Week Look Ahead Schedule

During the construction phase of the Work, the CONTRACTOR shall submit 3 Week Look Ahead reports to the ENGINEER at the weekly progress meetings or as directed by the ENGINEER. The report shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

D. Miscellaneous Submittals

CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit original copies to the ENGINEER at weekly intervals for approval:

1. List of Subcontractors and Sub-Subcontractors at the site**,** types of works and job location.

2. Count of CONTRACTOR’S personnel at the site**,** name, type of work, hours completed and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

END OF SECTION

SECTION 01330 SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, including required submittals by all Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, two (2) hard copies and one electronic (PDF) copy of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER at a time sufficiently early to allow review of same by the ENGINEER and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

C. All design or shop drawings or other submittals shall be accompanied by a transmittal form for each submittal. Any submittal not accompanied by such a form may be returned, at the ENGINEER'S discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

F. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within twenty (20) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal

item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:

1. If a submittal is returned to the Contractor marked "NO EXCEPTIONS," formal revision and resubmission of said submittal will not be required.

2. If a submittal is returned to the Contractor marked "EXCEPTIONS NOTED," formal revision and resubmission of said submittal will not be required, unless specifically requested.

3. If a submittal is returned to the Contractor marked "RETURNED FOR CORRECTION," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

4. If a submittal is returned to the Contractor marked "NOT ACCEPTABLE," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED". Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.

H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR'S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the

CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.

J. The ENGINEER'S review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

K. CONTRACTOR'S Coordination:

1. ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the ENGINEER unless specifically called for in the Contract Documents.

3. ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER.

4. ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information is received by the Consultant or ENGINEER.

L. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

1. Schedule of Values for all Lump Sum items within the Proposal.

2. Construction Schedule and Notification to ENGINEER of completion of each milestone or percentage increment of the Work as required.

3. Submittal Schedule

4. Daily Construction Reports

5. Shop Drawings and Structural Calculations.

6. Manufacturer's Data and Specifications.

7. Samples

8. Templates

9. Certificate of Compliance

10. Construction Photographs

11. Substitutions

12. Record Drawings and Record Project Manual

13. Operation & Maintenance Manuals

14. Stock Materials, Spare parts, tools

15. Material Testing Results

16. Maintenance Logs and Maintenance Schedule.

M. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the ENGINEER.

1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which include fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

N. Coordination and Submittals:

1. Carefully review and coordinate all aspects of each item being submitted.

2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

5. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

6. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the ENGINEER copies of the approved plans or drawings for review.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name of the Project

2. Date of the Submittal

3. Name and address of Consultant

4. Name and address of the CONTRACTOR

5. Name and address of the Subcontractor(s)

6. Name and address of the Supplier

7. Name and address of the Manufacturer

8. Reference to Specification Section Number and Title

9. Reference to Drawing Sheet Number and detail(s)

10. Submittal Number

11. Priority Number and expected return date.

END OF SECTION

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THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

SUBMITTAL COVER SHEET

Project Name:		**Submittal Number:**	
Project Number:		**Date of Submittal:**	
Submitted By:			

Submittal Title:	

Priority Type (Select One):	☐ Low	☐ Normal	☐ High

Submittal Type (Select One):	☐ Pre-Construction	☐ Post-Construction

Category (Select One):	
☐ Product Data	☐ Close-Out
☐ Shop Drawing	☐ Warranty
☐ Mock Up	☐ Test Report
☐ Sample	☐ Operation / Maintenance Manual
☐ Certification	☐ MSDS – Material Safety Data Sheets
☐ As-Built	

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REQUEST FOR INFORMATION (RFI)

Project Name:		**RFI Number:**	
Project Number:		**Date of RFI:**	
Submitted By:			

RFI Title:	

Work Impact? (Select One):	☐ No	☐ Unknown
	☐ Yes – Work Impeded	☐ Yes – Work Stopped

Question:

Proposed Solution (Optional):

Requestor:

Signature: _____

Title: _____ **Date:** _____

SECTION 01571 STORMWATER POLLUTION PREVENTION PLAN

PART 1 - GENERAL

This project is subject to the requirements of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002, and all amendments. All permit related documents can be located at the State Water Resources Control Board (SWRCB) website at www.waterboards.ca.gov. This project lies within the boundaries of the Santa Ana Regional Water Quality Control Board (RWQCB). The project is also covered by the municipal MS4 permit, Santa Ana-Order No. R8-2010-0036. Guidance manuals applicable to this project are the California Best Management Practices Handbooks found at www.cabmphandbooks.com.

The Contractor shall be responsible for complying with the SWPPP and all laws, codes, ordinances, and requirements of the governing agencies regarding the discharge of pollutants, pollution control devices, and any other related stormwater and non-stormwater requirements for this project, including but not limited to reporting, sampling, and amendments.

The Contractor shall have the necessary training and certifications to implement the SWPPP, conduct inspections and maintain the required water pollution control practices. See Section "QUALIFIED SWPPP PRACTITIONER (QSP)".

The Contractor shall follow all requirements of the prepared job specific Storm Water Pollution Prevention Plan (SWPPP) including the Construction Site Monitoring Program Requirements (CSMP). The contractor shall provide a Qualified SWPPP Practitioner (QSP) to implement all requirements of the SWPPP. The QSP shall be responsible for monitoring and sampling as required by the CSMP.

Approval of the SWPPP must be completed prior to the start of construction activity. However, the contract time will commence.

PART 2 - STORMWATER POLLUTION PREVENTION PLAN PREPARATION

If required under Order No. 2009-0009-DWQ, CAS000002, or its amendments, the Contractor shall prepare a SWPPP for the project. The SWPPP provides the general stormwater approach for the project and the minimum necessary BMPs. The contractor shall provide a Qualified SWPPP Practitioner (QSP) for this project and submit to the City copies of the required certifications or registrations for the QSP prior to SWPPP approval.

The California Storm water Quality Association (CASQA) has prepared a SWPPP template for use with Order No. 2009-0009-DWQ, CAS000002. The SWPPP template provides the general storm water approach for the project and the minimum necessary BMPs. The SWPPP template is not to be a considered a final and complete document until it has been completed and approved by a Qualified SWPPP Developer (QSD). The QSD is expected to include in the updated Final

SWPPP necessary details pertaining to the methods and scheduling of construction and any additional necessary BMPs, based on the project approach.

The QSD shall use the CASQA SWPPP template for preparation of the SWPPP. The Caltrans SWPPP template shall not be used.

Within 5 days of the Notice to Proceed, Contractor shall submit two (2) hardcopies of the draft Storm Water Pollution Prevention Plan (SWPPP) for review. SWPPP review shall be in accordance with the requirements set forth in Section 01330 of the General Requirements. Once all of the noted revisions have been made and the SWPPP is complete for submittal to the State, two (2) final signed hardcopies and one (1) electronic copy of the SWPPP must be submitted to the Engineer for acceptance. The Contractor shall keep one copy of the approved SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request by a representative of the City of Redlands, the Regional Water Quality Control Board or the State Water Resources Control Board. Requests made by the public or other third-parties for review of the SWPPP shall be directed to the Project Engineer. The Contractor shall notify the Engineer immediately when regulatory agencies request to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to the water pollution control work. Contractor shall immediately send all correspondences, notices of violation, enforcement actions or proposed fines, issued by a regulatory agency, to the Engineer.

The SWPPP shall be updated or amended as necessary or as required for compliance purposes. All updates to the SWPPP shall be per the guidelines contained therein. A copy of the SWPPP must be kept at the project site at all times. In the case of a linear construction project (water, sewer, street), where no field office has been established, the copy of the SWPPP shall be kept by the contractor's foreman in the vicinity of the actual construction and made available within thirty (30) minutes of request. The SWPPP shall be made available upon request by a City Inspector, a representative of the Regional Water Quality Control Board or the State Water Resources Control Board. Requests made by the public or other third parties for review of the SWPPP shall be directed to the City Engineer.

PART 3 - SWPPP IMPLEMENTATION

Unless otherwise specified, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control devices; and practices specified in the SWPPP, its amendments, or by the City Inspector. Unless otherwise directed by the City Engineer, the Contractor's responsibility for SWPPP implementation shall continue throughout temporary suspensions of work, regardless of reason, unless specified otherwise in writing by the City Engineer. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control devices and practices shall conform to the requirements in the SWPPP and these special provisions.

The National Weather Service (http://www.srh.noaa.gov/) weather forecast shall be monitored and used by the Contractor on a daily basis. If there is a forecast of 50% or greater probability of precipitation in the project area, the necessary water pollution control devices, plans and practices shall be deployed prior to the onset of the precipitation and immediate notice provided

to the City Engineer. The contractor's QSP shall be required to prepare and submit a Rain Event Action Plan (REAP), if required, any time the probably of rainfall is 50% or greater.

For the purposes of erosion and sediment control, disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 14 days. Non-active areas shall be protected as prescribed in the General Construction Permit within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

If the City Inspector finds the contractor is not in compliance with the SWPPP or any other applicable pollution control laws or regulations, the City Inspector shall direct the contractor to correct the violation. The Contractor shall immediately take measures to correct the violation or notify the City Engineer in writing why correcting the violation immediately is not possible and provide a timetable by which the violation will be corrected. The City Engineer may accept the timetable, reject it or modify it. Under no circumstances will the contractor submit a timetable that exceeds the duration of construction in the immediate area. If the Contractor fails to correct the identified violation by the date agreed upon or prior to the onset of precipitation, the project shall be in nonconformance with these specifications and subject to the remedies as described in Section "LEGAL RELATIONS AND RESPONSIBILITY".

Installing, inspecting and maintaining water pollution control practices on areas outside the City of Redlands right of way, not specifically arranged and provided for by the City of Redlands in the execution of this contract, will not be paid for without prior written approval.

No work required by regulatory agencies, and for which the Contractor would request additional compensation from the City, shall be started without prior approval from the City Engineer.

PART 4 - MAINTENANCE

To ensure the proper implementation and correct functioning of water pollution control devices and practices, the Contractor shall assign a Qualified SWPPP Practitioner (QSP) to regularly inspect and maintain the construction site's water pollution control devices and practices as identified in the SWPPP. The frequency of the inspections shall be in accordance with the SWPPP. In the event of multiple consecutive violations, the City Engineer may increase the frequency of the inspections. These additional inspections shall be at the Contractor's expense based on the current adopted resolution establishing such fees.

The QSP/Contractor shall document the inspections findings, using photographs and a written narrative, and if necessary, make the necessary corrections to the water pollution control practices or devices. One copy of each site inspection record shall be submitted to the City Engineer within 5 working days of completing the inspection. The QSP/Contractor shall submit one copy of each Rain Event Action Plans (REAP), when required, within 12 hours of anticipated precipitation event. The QSP/Contractor shall also submit one copy of each monitoring/sampling report, when required, within 24 hours of receiving the results. The contractor shall be responsible for all expenses incurred in the reporting process.

PART 5 - REPORTING REQUIREMENTS - DISCHARGE

If the Contractor identifies discharges leaving the construction site or flowing into drainage systems or surface waters in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the City Engineer. The Contractor shall submit a written report to the City Engineer in less than 24 hours of the discharge event, notice, or order. The report shall include the following information:

A. The date, time, location, nature of the operation, and type of discharge, including the cause or type of the notice or order Contractor received.

B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.

C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.

D. An implementation and maintenance schedule for affected water pollution control practices.

The contractor shall also submit any reports required by the SWPPP or the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities to the appropriate agencies. The contractor shall be responsible for all expenses incurred in the reporting process. Any required sampling shall be done by the contractor or his QSP in compliance with the SWPPP.

PART 6 - REPORTING REQUIREMENTS – ANNUAL REPORT and NOTICE OF TERMINATION

The contractor shall be responsible for preparing the Annual Report. The Annual report shall be prepared per Section XVI. ANNUAL REPORTING REQUIREMENTS of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002. The Annual Report must be prepared by or under the direction of a QSP.

1) The contractor or QSP shall prepare an Annual Report no later than August 15th of each year.

2) The contractor or QSP shall certify each Annual Report in accordance with the Special Provisions.

3) The contractor or QSP shall retain an electronic or paper copy of each Annual Report for a minimum of three years after the date the annual report is filed.

4) The contractor or QSP shall include storm water monitoring information in the Annual Report consisting of:

   a) A summary and evaluation of all sampling and analysis results, including copies of laboratory reports;

   b) The analytical method(s), method reporting unit(s), and method detection limit(s) of each analytical parameter (analytical results that are less than the method detection limit shall be reported as "less than the method detection limit");

   c) A summary of all corrective actions taken during the compliance year;

   d) Identification of any compliance activities or corrective actions that were not implemented;

   e) A summary of all violations of the General Permit;

   f) The names of individual(s) who performed the facility inspections, sampling, visual observation (inspections), and/or measurements;

   g) The date, place, time of facility inspections, sampling, visual observation (inspections), and/or measurements, including precipitation (rain gauge); and

   h) The visual observation and sample collection exception records and reports specified in Attachments C, D, and E.

5) The contractor or QSP shall provide training information in the Annual Report consisting of:

   a) Documentation of all training for individuals responsible for all activities associated with compliance with this General Permit; 2009-0009-DWQ 40 September 02, 2009 Order 2009-0009-DWQ 41 September 02, 2009

   b) Documentation of all training for individuals responsible for BMP installation, inspection, maintenance, and repair; and

   c) Documentation of all training for individuals responsible for overseeing, revising, and amending the SWPPP.

A copy of the Annual Report shall be submitted to the City no later than 9 A.M. each August 15th. In the event August 15th is a Friday, Saturday, or Sunday, the report shall be submitted no later than 5 P.M. on the Thursday prior to August 15th. If the project is completed prior to August 1st, regardless of when the project started, the Annual Report is due within two weeks of project completion. The contractor shall submit two hard copies of the annual report and one digital copy in PDF format on compact disc (CD).

Failure to submit the Annual report within the timeframes specified will result in progress payments and/or retention release being delayed and/or withheld. The City of Redlands, at its discretion, may complete the annual report based on records provided by the contractor. The contractor shall reimburse the city the full cost of creating the Annual Report along with an administrative fee not to exceed 1.7 times the total cost. The contractor shall also be liable for any fines or judgments levied by the Regional Water Quality Control Board against the City of Redlands as a result of the contractors failure to provide the annual report within the time frames listed above.

Under no circumstances does the submittal of a copy of the Annual Report to the City of Redlands relieve the contractor of his responsibility to maintain the Annual Report records for a minimum of three years after the date of submittal.

The contractor shall be responsible for preparing the Notice of Termination. The Notice of Termination shall be prepared within 30 days of the cessation of construction and shall meet all the requirements of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002. The Notice of Termination must be prepared by or under the direction of a QSP.

Along with submitting the Notice of Termination to the City of Redlands, the QSP shall submit one (1) hard copy and one (1) electronic copy of the Storm Water Pollution Prevention Plan (SWPPP), including all inspection reports, photographs and other documents as required by the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002, to the Engineer.

PART 7 - WATER POLLUTION BEST MANAGEMENT PLAN (BMP) BUDGET

The Contractor shall submit a completed Water Pollution BMP budget, which itemizes the BMPs for water pollution control work. The Contractor shall identify items, quantities, and values for all water pollution control work. The Water Pollution BMP budget shall provide a cost breakdown for the water pollution control work based on BMP quantity, unit cost, and total amount.

The Contractor shall be responsible for the accuracy of the quantities and values used in the Water Pollution BMP budget. Partial payment for the item of water pollution control will not be made until the Water Pollution BMP budget is approved by the Engineer. Overhead and profit, except for time-related overhead, shall be included in the individual line items listed in the Water Pollution BMP budget. Line item quantities indicated in the Water pollution BMP budget in this section shall be considered project-specific minimums. All the BMPs listed in the Water Pollution Control BMP budget can be referenced in the CASQA Construction BMP Handbook.

PART 8 - PAYMENTS AND PENALTIES

The Water Pollution BMP budget shall include full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all the work involved in reviewing, updating, and implementing a Storm Water Pollution Prevention Plan, including installing, constructing, removing and disposing of water pollution control devices and practices, and non-stormwater management and waste management and no additional compensation will be allowed, unless there is a separate prior approval in writing by the City Engineer.

It shall be understood that the City of Redlands and/or the City Engineer's acceptances does not relieve the Contractor of his/her full responsibility, legally and/or financially, to repair damages resulting from inadequacy and/or insufficiency of water pollution control devices and practices that were installed by the Contractor during construction activity.

PART 9 - LEGAL RELATIONS AND RESPONSIBILITY

The City Inspector may use any of the following measures if violations are not corrected in a timely manner or if the violation may present a danger to public health or to the environment; notices of correction or violation, stop work orders, citations, and using City staff or third party contractors to correct the problem. In the event that the above measures do not resolve the issues, the City Inspector shall inform the State Water Resources Control Board (SWRCB) of the violation and request their intervention.

The Contractor shall be solely responsible for penalties assessed or levied on the Contractor or the City of Redlands as a result of the Contractor's failure to comply with the provisions in this section, including but not limited to, compliance with the applicable provisions of the Permits, the Manuals, and Federal, State and local regulations and requirements as set forth, therein. Penalties shall also include payment made or cost incurred in settlement for alleged violations of the Permits, the Manuals, or applicable laws, regulations or requirements, Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations. This shall apply regardless of the source issuing the penalties.

In the event a stop work order has been issued, the days passing between the discovery of the violation until the violation has been resolved and the stop work order has been lifted, shall be considered "working" days and shall not negate any claims by the City of Redlands for liquidated damages.

If the Contractor fails to correct violations immediately or within the time table established with the City Engineer, the City of Redlands may elect to use City staff or a third party to bring the project into compliance. The Contractor shall be responsible for the cost incurred by the City of Redlands when using City staff or a third party to bring the project into compliance. The City of Redlands reserves the right to add an additional fifteen (15) percent to the costs to cover administrative expenses.

PART 10 - RETENTION OF FUNDS

Notwithstanding any other remedies authorized by law, the City of Redlands may retain money due the Contractor under the contract, in an amount determined by the City, up to and including the entire amount of penalties proposed, assessed or levied as result of the Contractor's violation of the Permits, the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the City until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of penalties until such time as they are resolved with the entity seeking the penalties.

When a regulatory agency or third party identifies a failure to comply with the Permits and modifications, thereto, the Manuals, or other Federal, State or local requirements, the City of Redlands may retain money due to the Contractor, subject to the following:

A. The amounts retained, due to Contractor's failure to conform to the provisions in this section, will be released for payment on the next monthly estimate for partial payment providing the corrections have been implemented and maintained and when water pollution has been adequately controlled, as determined by the City Engineer.

During the estimated period that the Contractor fails to conform to the provisions in this section, the City may retain an amount equal to 25 percent of the estimated value for the contract work performed.

PART 11 - QUALIFIED SWPPP PRACTITIONER (QSP)

The General Construction Permit requires a Qualified SWPPP Practitioner (QSP) to oversee implementation of the BMPs and to ensure proper project oversight. Any contractors bidding and/or awarded a contract for any projects for the City of Redlands subject to the provisions of the General Permit shall employ a QSP. Prior to being awarded a construction contract, the successful bidder shall submit the name of the QSP to the City or Redlands for approval.

The QSP shall be responsible for the elimination of all unauthorized discharges and the preparation and submittal of an annual compliance evaluation report.

END OF SECTION

SECTION 01581 CONSTRUCTION INFORMATION SIGNS

1.1 THE REQUIREMENT

The City shall provide the Contractor with all required construction information signs for the project. The signs shall be installed at the locations noted in the plans, if included, or as otherwise directed by the Engineer. If the project consists of numerous sites, the construction information signs shall be relocated to each site as work progresses. The construction signs shall be installed the same day work commences on any construction site. If the sign is not installed prior to construction work beginning at a subsequent site, the City will install the information signs at the Contractor's expense.

The installation of each sign shall be the responsibility of the contractor to include mounting posts, hardware and any related incidentals to ensure the sign is placed in a safe and secure manner. For any sign required for multiple site projects, where the sign is frequently relocated and not anticipated to be installed in the ground on posts, the Contractor shall provide a Type III barricade for mounting. The contractor shall obtain approval from the Engineer following installation of the construction information sign. If the signs are installed in the ground with posts, proper vertical clearance shall be provided. The minimum vertical clearance shall be six feet within a parkway area and seven feet within the sidewalk.

The construction information sign shall remain visible at all times. The contractor shall replace stolen signs at their expense and maintain the signs, ensuring all graffiti, soil, paint, etc. is removed from the sign immediately. Upon completion of the project, each sign shall be removed and returned to the City. If the sign is not returned to the City at the completion of the project in the original condition, the cost of the sign shall be withheld from the final progress payment.

The Contractor shall notify Underground Service Alert (Dig alert) at least 2 working days, but not more than 14 calendar days, prior to performing any excavation.

Full compensation for furnishing all labor, equipment, materials, and tools required to perform the tasks noted above, and as ordered by the Engineer, shall be considered as being included in the various Contract items of work and no separate or additional compensation will be allowed therefore.

END OF SECTION

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SECTION 01721 MOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no mobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for mobilization.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.

4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.

6. Developing construction water supply.

7. Providing field office trailers for the CONTRACTOR, complete with all specified equipment, furnishings, utility services and required approvals from the CITY.

8. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.

9. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.

10. Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.

11. Submitting all required Subcontractor insurance certificates and bonds.

12. Posting all CAL/OSHA required notices and establishment of safety programs.

13. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedules.

14. Erecting all temporary fencing, including removal and disposal of existing temporary fencing.

END OF SECTION

SECTION 01722 SURVEYING

PART 1 - GENERAL

A. General

1. The CONTRACTOR shall be responsible for all surveys required to layout the Work and for the accuracy of all survey work for construction. The CONTRACTOR shall include the cost of all such survey work in their Bid. The CONTRACTOR shall have all construction surveying performed by a `Licensed Land Surveyor' or a `Civil Engineer' registered by the State of California to perform such work. The ENGINEER reserves the right to verify all survey work done by the CONTRACTOR.

2. The CONTRACTOR shall preserve the initial survey control points for the duration of their usefulness. Monumentation that is subject to disturbance or destruction shall be located and referenced prior to construction and relocated and referenced if necessary after construction, in accordance with the following requirements.

B. Construction Surveys

1. The CONTRACTOR shall provide all reference stakes and form checks necessary for construction and inspection of improvements. All construction staking shall be documented in cut sheets and provided to the ENGINEER. This staking may include but is not limited to: removals, joins, rough grade, slope, utilities, storm drains, sewers, curbs, walks, paving, wall and building stakes; and any other staking necessary for construction and inspection.

C. Reference Or Grade Stakes

1. A reference or grade stake shall be set for each grade change or angle point shown on the plan, standard plan, and shop drawing, in addition to the normal staking interval.

D. Form Checks

1. Forms shall be checked when durable points may be disturbed, removed, or are impractical to be used to verify the design location. The measured location shall be recorded in the survey field notes. All variations from the plan location shall be brought to the attention of the ENGINEER.

E. Staking Intervals And Offset Stake Lines

1. All staking intervals shall be in accordance as directed by the Engineer. Stake lines shall be set at an offset distance from the improvement to ensure proper grade, station, and alignment.

F. Utility Stakes

1. The CONTRACTOR shall provide stakes for all utilities, public or private, that require location or relocation, unless otherwise stated.

G. Additional Survey Work

1. The CONTRACTOR may be required to furnish additional survey work, such as profiles, restakes, Change Orders, etc., at the request of the ENGINEER or the INSPECTOR.

H. Accuracy

1. The CONTRACTOR shall use appropriate surveying methods to obtain the following standards: For fixed works (i.e. cast-in-place concrete; asphalt pavement, pipes and drains; and other items determined by the ENGINEER) the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.015 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.015 foot or less.

2. For excavation purposes, the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.1 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.1 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that semimajor axis of the 95% error ellipse is ±0.1 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.1 foot or less.

I. Survey/Inspector

1. The CONTRACTOR shall provide to the INSPECTOR those measurements and control points necessary to determine the location and conformance to the plan, line, and grade of the improvements necessary for inspection purposes.

J. Survey Notes

1. The CONTRACTOR shall supply and keep notes on CITY standard format note sheets. The ENGINEER may request copies of, and otherwise review, survey notes at any time during the construction phase of the Project. Upon completion of the Project, the original survey notes shall become the property of the CITY and shall be delivered to the ENGINEER

PART 2 – MONUMENT PRESERVATION GUIDELINES

A. New & Reconstruction Projects

1. Prior to Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record above or below the surface, within the road right-of-way. It is suggested that this search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument is required.

c. The survey crew shall properly reference all found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item c, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered and disturbed monuments shall be reset with the same or more durable type of monument as the original, in the surface of the construction. Key monuments shall be a minimum 1” inside diameter iron pipe of appropriate length.

b. A monument box or other protective structure is recommended to be placed around key monuments (section corners, quarter section corners).

c. The authorized surveyor shall properly completes a Corner Record or Record of Survey for all set monuments with a change in character, including tag number, and submit it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

B. Overlay Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record and on the surface of the road. It is suggested the search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument within 2" of the road surface is recommended.

c. The survey crew shall properly reference found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item 3, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered or disturbed monuments and surface monuments are reset in the new road surface, or a new monument is set in the new road surface above the buried one.

b. All existing monument boxes will be adjusted to grade or replaced, as appropriate.

c. A monument box or other protective structure should be placed around key monuments (section corners, quarter section corners).

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for all set monuments and existing monuments with a change in character, including tag number and submits it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

C. Slurry Seal Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies furnished to for the survey crew.

b. All monument boxes shall be located and steps taken to ensure that the survey monuments inside are readily accessible upon completion of the project.

c. The survey crew shall diligently searches for survey monuments on the surface of the roadway, and identify said monuments recovered in the field to ensure that they will be protected. The survey crew shall inventory the monuments recovered in the field in a manner that allows for their recovery and inspection after construction.

2. After Construction and Prior to Notice of Completion

a. All monument boxes shall be inspected, and appropriate action taken when needed, to ensure that the survey monuments inside are readily accessible.

b. The survey crew shall review the inventory of found monuments by field inspection to ensure that all survey monuments are clean and exposed. Those monuments covered after construction is completed shall be uncovered.

D. Monument Tie Preservation

1. Prior To Construction

a. All existing survey monument ties within the scope of the project shall be researched and identified prior to construction. Surveyor may obtain existing tie sheets from the City as available.

b. If it is determined that all ties for a survey monument may be disturbed during construction, the Surveyor shall relocate the monument ties prior to construction, within improvements that will not be disturbed, and file the revised tie sheet with the City. A minimum of three tie points should reference each centerline monument, whenever possible

2. After Construction and Prior to Notice of Completion

a. If it is determined that the result of construction will not disturb all survey monument ties for a specific monument, the Surveyor shall replace all monument ties disturbed during construction per the following guidelines:

i. Monument ties shall be placed during the finishing process of the concrete improvements.
ii. Monument ties shall be set below the elevation of the adjacent top of curb to provide protection from any future cleaning, maintenance or work around the tie.
iii. A minimum of three tie points should reference each centerline monument, whenever possible.

b. Once the construction is complete, the Surveyor shall prepare a revised tie sheet, and file with the City for all monument ties disturbed during the construction.

END OF SECTION

SECTION 01732 POTHOLING

1.1 THE REQUIREMENT

A. The CONTRACTOR shall conduct exploratory excavations by potholing to verify or to discover the actual locations and the size of existing underground utilities and improvements. The CONTRACTOR shall take care not to damage existing facilities during potholing operations. Any utility or existing facility (including those located by Underground Service Alert - USA) within 3 feet of any trench or excavation shall be potholed prior to starting the contract work in the vicinity. Potholing shall be done in each given area where excavation work is to occur at least thirty (30) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

B. Potholing shall consist of excavations at the locations of utilities or other underground facilities indicated on the Drawings, located by USA, or as directed by the ENGINEER. All costs of potholing operations for the utilities indicated on the Drawings shall be included in the CONTRACTOR'S Bid.

C. If an allowance for "Additional Potholing" has been established and included in the SCHEDULE OF WORK AND PRICES, this allowance shall only be used to reimburse the CONTRACTOR for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER. If the total cost of the Work directed under the Additional Potholing allowance differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual costs and the amount included in the Bid, as an additional amount due to the CONTRACTOR or a credit to the CITY, as appropriate.

D. In addition to the potholes indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do further potholing deemed necessary at no additional cost to the CITY.

E. Potholing operations shall conform to all applicable requirements as to sidewall slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

F. Potholes shall be identified and protected in accordance with the Engineer's instructions, the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Standards.

G. The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall

be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the specifications.

H. A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area. Payment for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER will not be made unless these potholes are listed on the verified log.

I. The CONTRACTOR shall record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

J. Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

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STREETBONDCL COATING APPLICATION TO NON-TEXTURED ASPHALT PAVEMENT SPECIFICATION

PART 1 – GENERAL

1.1 DESCRIPTION

A. **StreetBondCL** cycle lane coating is a highly specialized coating specifically designed for application onto asphalt pavement to demarcate cycle lanes.

B. **StreetBondCL** Advanced Coatings for Asphalt are specifically formulated for application to asphalt pavement and have been confirmed by a certified testing facility to possess a balance of performance properties for a durable and color-fast finish.

C. A variety of colors are available, including green and red. Please refer to www.streetbond.com to view these. Custom colors are available upon request as well as LEED compliant colors.

D. **StreetBondCL** cycle lane coating performance has been tested and verified by an independent recognized testing laboratory. A Certificate of Analysis confirming these test results is available through either an Accredited Applicator or directly from Quest Construction Products (800-541-4383). Please refer to the certified performance properties of **StreetBondCL** cycle lane coating outlined in Section 2 of this specification.

E. **StreetBondCL** coatings are only available from Quest Construction Products, (Tel. 800-541-4383).

F. Qualifications. Only **Accredited Applicators** may bid for and perform the imprinted portion of this work. Please refer to **Section 1.3 DEFINITIONS.**

1.2 REFERENCES

A. ASTM D-4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester.

B. ASTM D-4060 Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.

C. ASTM D-2697 Standard Test Method for Volume of Nonvolatile Matter in Clear or Pigmented Coatings.

D. ASTM D522-93A Standard Test Method for Mandrel Bend Test of Attached Organic Coatings.

E. ASTM D1653 Standard test method for water vapor transmission or organic film coatings.

F. ASTM G-155 Accelerated Weathering Environment Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Nonmetallic Materials.

G. ASTM D 2369 Weight Solids Standard test method for Volatile Content of Coatings.

H. ASTM D 1475 Standard Test method for Density of Paint, Varnish, Lacquer, Other related products.

STREETBONDCL COATING APPLICATION TO NON-TEXTURED ASPHALT PAVEMENT SPECIFICATION

I. ASTM D-2240 (2000) Standard Test Method for Rubber property – Durometer hardness.
J. ASTM D-5895 Standard Test Method of drying or curing during film formation of organic coatings using mechanical recorders.
K. ASTM D-570 Standard Test Method for water absorption of plastics.

1.3 DEFINITIONS

A. **"Accredited Applicator"** has a valid Accreditation Certificate as offered by Quest Construction Products. (Tel. 800-541-4383). **StreetBond** applicators are reviewed on an annual basis. All **Accredited Applicators** have been qualified by Quest Construction Products to perform the Work.
B. **"Applicator"** means the installer of the **StreetBond** coatings.
C. **"Owner"** means the Owner and refers to the representative person who has decision making authority for the Work.
D. **"Textured asphalt pavement"** is asphalt pavement that has been subjected to imprinting or stamping in a specific pattern.
E. **"Non-textured asphalt pavement"** is asphalt pavement that is unstamped and is sometimes referred to as "flatwork".
F. **The "Work"** is the asphalt pavement texturing work contemplated in this bid submission and specification.
G. **"Scuffing"** is a "tear" of the asphalt pavement caused by an external force. Stationary vehicle tires turning on the pavement surface is a typical cause.
H. **"Layer"** is a pass, using the RSG spray gun, that is allowed to dry before the next pass is applied.

1.4 SUBMITTALS

A copy of the Accreditation Certificate, available from the **Applicator,** is required with submittal.

PART 2 – PRODUCTS

2.1 MATERIALS – STREETBONDCL COATING

StreetBondCL coating has been scientifically formulated to provide the optimal balance of performance properties for a durable, long lasting color and texture finish to asphalt pavement surfaces. Some of these key properties include wear and crack resistance, color retention, adhesion, minimal water absorption and increased friction properties. **StreetBond** coatings are environmentally safe and meet EPA requirements for Volatile Organic Compounds (VOC).

A. **StreetBondCL** is a premium epoxy modified, acrylic, waterborne coating specifically designed for application on asphalt pavements. It has a balance of properties to ensure good adhesion and movement on flexible pavement,

while providing good durability. **StreetBondCL** is durable in both dry and wet environments.

B. StreetBond Colorant is a highly concentrated, high quality, UV stable pigment blend designed to add color to **StreetBondCL**. One unit of Colorant shall be used with one pail of **StreetBondCL** coating material.

2.1.1 Properties of StreetBond coatings

The following tables outline the physical and performance properties of the **StreetBond** coatings as determined by an independent testing laboratory.

TABLE 1: Typical Physical Properties of StreetBondCL Coatings.

Characteristic	Test Specification	StreetBondCL
Solids by Volume	ASTM D-2697	**55%**
Solids by Weight	ASTM D-2369	**68.9%**
Density	ASTM D-1475	**13.34 lbs/gal (1.599 kg/l)**

TABLE 2: Typical Performance Properties of StreetBond Coatings

Characteristic	Test Specification	StreetBondCL	
Dry time (To re-coat)	ASTM D-5895 23℃; 37% RH	**35 min**	
Taber Wear Abrasion Dry H-10 wheel	ASTM D-4060 1 day cure	**0.98 g/1000 cycles**	
Taber Wear Abrasion Wet H-10 wheel	ASTM D-4060 7 days cure	**3.4 g/1000 cycles**	
Accelerated Weathering Environment	ASTM G-155 2,000 hours (CIE Units)	**ΔE = 0.49 (brick color)**	
Hydrophobicity Water absorption	ASTM D-570	**8.3% (9 days immersion)**	
Shore hardness	ASTM D-2240	**63 Type D**	
Mandrel Bend	ASTM D522-93A	**1/4" @ 21°C**	
Permeance	ASTM D1653	**3.45 g/m²/hr (52 mils)**	
VOC	Per MSDS	**23 g/l**	
Adhesion to Asphalt	ASTM D-4541	**Substrate Failure**	
Friction Wet	ASTM E-303 British Pendulum Tester	**WP* coated**	**64**
		WP* uncoated	**57**
		AC coated**	**73**
		AC uncoated**	**60**

STREETBONDCL COATING APPLICATION TO NON-TEXTURED ASPHALT PAVEMENT SPECIFICATION

*WP – test conducted on asphalt pavement in wheel path
**AC – test conducted on asphalt pavement adjacent to curb.

Certificates of Analysis are available upon request for each of these properties.

2.2 EQUIPMENT FOR STREETBOND APPLICATION

The equipment described has been designed specifically for optimal application of StreetBond coatings. Other equipment may or may not be suitable and could compromise the performance of the StreetBond coatings and/or reduce crew productivity.

A. The **Rapid Sprayer II** is a proprietary coating sprayer supplied by Integrated Paving Concepts Inc. and is capable of applying the **StreetBond** coatings to the asphalt pavement surface in a thin, controlled film which will optimize the drying and curing time of the coating.

B. The **StreetBond Coatings Mixer** is a motorized mixing device designed to ensure efficient and thorough blending of the **StreetBond** components.

C. The **Rapid Finisher II** is an electric powered broom supplied by Integrated Paving Concepts Inc. that can be used in the application of **StreetBond** coatings to improve productivity. It is especially useful on larger projects.

PART 3 - EXECUTION

3.1 GENERAL

StreetBond coating shall be supplied and applied on non-textured asphalt surface by an **Accredited Applicator** in accordance with the plans and specifications or as directed by the Owner. Do not begin installation without confirmation of an Accreditation Certificate.

3.2 PRE-CONDITIONS

The condition of the asphalt substrate will impact the performance of the **StreetBond** coatings. A highly stable asphalt pavement free of defects is recommended.

3.2.1 Pre-requisites for new asphalt pavement

A durable and stable asphalt pavement mix design installed according to best practices over a properly prepared and stable substrate is a pre-requisite for all long-lasting asphalt pavement surfaces. The application of **StreetBond** does not change this requirement.

STREETBONDCL COATING APPLICATION TO NON-TEXTURED ASPHALT PAVEMENT SPECIFICATION

3.2.3 Pavement Marking Removal: recommended guidelines

Pavement markings may be removed by sandblasting, water-blasting, grinding, or other approved mechanical methods. The removal methods should, to the fullest extent possible, cause no significant damage to the pavement surface.
The Owner shall determine if the removal of the markings is satisfactory for the application of **StreetBond** coatings. Work shall not proceed until this approval is granted.

3.2.4 Surface Preparation

The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

3.3 APPLICATION OF STREETBOND COATINGS

3.3.1 StreetBond Coating System Options

The selection of the appropriate **StreetBond** coating or system of coatings and the required number of layers of each is dependent upon the application as outlined here in **TABLE 3**.

TABLE 3: COATING SYSTEM OPTIONS

	Stamped Asphalt surface Scuff** concern	Stamped Asphalt surface No Scuff** concern	Non Stamped / Textured*** Asphalt surface
No Vehicle Traffic ▪ Pedestrian ▪ Cycle paths ▪ Sidewalks ▪ Plazas	N/A	3 layers StreetBond150	
Very Low Vehicle Traffic ▪ Residential	1 layer StreetBond150 over 2 layers StreetBond CemBase		3 layers StreetBond150
Low / Medium Vehicle Traffic ▪ Parking lots ▪ Low traffic crosswalks ▪ Low traffic entries ▪ Level Medians ▪ Cycle paths in traffic	2 layers StreetBond150 over 2 layers StreetBond CemBase		4 layers StreetBond150

Notes:

1. The **Applicator** can make the final determination of the coating system option to be used for the project.

STREETBONDCL COATING APPLICATION TO NON-TEXTURED ASPHALT PAVEMENT SPECIFICATION

2. Additional layers of **StreetBondCL** may be used to provide additional build thickness in high wear areas such as wheel paths and vehicle turning areas.

3. A maintenance program may be required for applications exposed to:

- scuffing
- abrasive materials (such as salt and sand)
- abrasive equipment (such as snow removal equipment)

3.3.2 Coating Application Guidelines

A. The **Applicator** shall use the **Rapid Sprayer II** to apply the **StreetBond** coatings.

B. The asphalt pavement surface shall be completely dry and thoroughly cleaned prior to application of the coatings.

C. The coating application shall proceed as soon as practical upon completion of the imprinting of the asphalt pavement where applicable.

D. The first layer of coating shall be spray applied then broomed to work the coating material into the pavement surface. Subsequent applications shall be sprayed then broomed or rolled. Each application of coating material shall be allowed to dry to the touch before applying the next layer.

E. The **Applicator** shall apply the **StreetBond** coatings only when the air temperature is 50℉ / (10℃) and rising and will no t drop below 50℉ / (10℃) within 24 hours. No precipitation should be expected within 24 hours.

3.4 COATING COVERAGE & THICKNESS

Recommended coating coverage and thickness is as outlined in **TABLE 4** below. Actual coverage may be affected by the texture of the asphalt pavement substrate and the imprint pattern selected. There will be less coverage with the first layer and higher coverage with subsequent layers.

TABLE 4: COATING COVERAGE AND THICKNESS

	COVERAGE (approx.)		THICKNESS (approx.)			
# OF LAYERS	TEXTURED (Offset brick) SF/pail	NON-TEXTURED SF/pail	WET		DRY	
			mm	mil	mm	mil
3	200	225	0.65	25.7	0.36	14.1
4	150	175	0.87	34.3	0.48	18.9

STREETBONDCL COATING APPLICATION TO NON-TEXTURED ASPHALT PAVEMENT SPECIFICATION

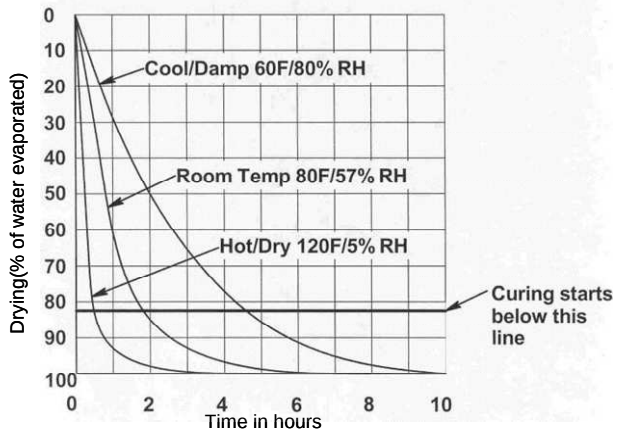
3.5 OPENING TO TRAFFIC

Minimally, the surface coating must be 100% dry before traffic is permitted. The following table is a guide:

3.6 EDGE STRIPING

Once **StreetBondCL** cycle lane coating has dried, a hot spray applied white stripe may be installed along the edge of the bike path if desired.

TABLE 5: COATING DRY TIMES (TYPICAL)



Coating Dry Time (Laboratory)

This graph shows the increase in drying time when temperatures are lower.

Environmental factors such as sunlight and wind play a major role in drying.

If StreetBond coatings are applied when moisture cannot evaporate, then the coating will not dry. The drying and curing of StreetBond coatings have a direct impact on performance.

PART 4 – MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

The measured area is the actual area of asphalt pavement where **StreetBond** has been applied, measured in place. No deduction will be made for the area(s) occupied by manholes, inlets, drainage structures, bollards or by any public utility appurtenances within the area.

4.2 PAYMENT

Payment will be full compensation for all work completed as per conditions set out in the contract. For unit price contracts, the payment shall be calculated using the measured area as determined above.

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APPENDIX

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APPENDIX A
CHECKLIST OF LABOR LAW REQUIREMENTS

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CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT JOB CONFERENCE MEETINGS

Name (print) _____ Date _____

Company _____ Project _____

The Federal and State labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

4. Certified Payroll Reports

Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776. Each contractor and subcontractor shall submit its weekly certified payroll reports to the LCR from the agency no less than weekly or within ten days of request. In the event that there has been no work performed during a given week, the certified payroll report shall be annotated: "No work" for that week. Under Labor Code Section 1776(h) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request. **For projects bidding after April 1, all contractors will need to upload their certified payroll to the Department of Labor Standards Enforcement website. Effective Jan. 1, 2016, ALL projects will require contractors to upload all certified payroll. This requirement is in addition to the request for payrolls by the City of Redlands;

5. Nondiscrimination in Employment

There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

6. Kickbacks Prohibited

Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code 4100 et seq.

9. Properly Licensed and Registered

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq. Contractors and subcontractors are also required to be registered with the Division of Labor Standards Enforcement to work on public works projects in California. Requirements for registration and penalties for not being registered are found in Labor Code 1773.3.

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

11. Workers Compensation Insurance

Labor Code 1861 requires contractors and subcontractors be insured properly for workers compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

13. Undocumented Workers

Contractors and subcontractors are prohibited by the Federal government against hiring undocumented workers, and must secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Contractors and subcontractors must provide itemized wage statements to employees per Labor Code 226.

In accordance with Federal and State laws and with the awarding agency contract documents, the undersigned prime contractor wishes to assure the City of Redlands that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

Contractor	**City of Redlands**
_____	_____
Name Printed	Name Printed
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

IMPORTANT NOTICE

New Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $300 but may increase each year. This fee shall be paid during the initial registration and each annual renewal.

DO I qualify for registration?
Contractors will need to meet minimum qualification standards to be registered. These include:

- Be properly licensed with the Contractors State License Board for your trade.
- Provide evidence of workers compensation insurance (if applicable).
- Be in good standing (Have no outstanding liabilities for wages, damages, penalties due to an employee or the State, may not be under State or Federal debarment).

WHAT happens if I don't register?
Unregistered contractors working on or bidding for public works projects will be subject to an immediate $2,000 fine and the $300 registration fee to continue working on the project. Unregistered contractors may be removed from the project by the Awarding Agency. Contractors found working on public works projects without being registered also risk not being approved for registration by DLSE.

ELECTRONIC CERTIFIED PAYROLL REPORTING REQUIREMENTS

Prevailing wage law has been changed to require contractors to submit certified payrolls electronically to the DLSE.

WHO is required to submit certified payrolls?
All contractors, subcontractors and sole owner/operators will be required to submit certified payrolls electronically to the DLSE.

WHEN do I need to submit certified payrolls electronically?
If your project is awarded after April 1, 2015, electronic payroll submission is required immediately. Otherwise, electronic payroll submission will be required for all projects awarded on or after January 1, 2016.

WHERE do I submit my certified payrolls?
For now, certified payrolls can be submitted by contractors to the DLSE at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin This website address will change when the DLSE implements their online electronic database system which still has not been developed. Alliant will notify contractors when this system is available.

DO I still need to submit hard copy certified payrolls?
The City of Redlands will still require hard copy submission of certified payroll reports per your contract. The requirement to submit certified payrolls electronically to the DLSE does not replace the requirement for contractors to submit payrolls to the City of Redlands.

Contact the City of Redlands regarding any questions you may have regarding the new requirements for contractor registration or online submission of certified payroll: (909) 798-7698.

PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS-140)

This is not a request for dispatch of apprentices.

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: **http://www.dir.ca.gov/das/PublicWorksForms.htm** for information about programs in your area and trade. The information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTORS STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME AND ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT WAS EXECUTED
	DATE OF EXPECTED/ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME AND ADDRESS OF APPRENTICESHIP PROGRAM(S)	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE/ACTUAL DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of the Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their standards. (Enter name of Committee)

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. (Enter name of Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

_____
Signature Date

_____
Typed Name

_____
Title

DAS-140 FORM - PUBLIC WORKS CONTRACT AWARD INFORMATION

(Title 8, California Code of Regulations, Section 230)
(California Labor Code, Section 1777.5 (e))

SUBMIT CONTRACT AWARD INFORMATION

Prior to commencing work on a contract for Public Works **every** Contractor shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices. Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to **all** of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project. This contract award information shall be in writing on a DAS Form 140, Public Works Contract Award Information or a letter which includes the following information:

(1) Contractor's name, address, telephone number and state license number;
(2) The full name and address of the public work awarding agency;
(3) The exact location of the public work site;
(4) Date of the contract award;
(5) Expected start date of the work;
(6) Estimated journeyman hours;
(7) Occupation of Apprentice;
(8) Approximate number of apprentices to be employed; and
(9) Approximate dates apprentices will be employed.

This information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.
Failure to provide contract award information, which is known by the awarded contractor, shall be deemed to be a continuing violation for the duration of the contract, ending when a Notice of Completion is filed by the Awarding Body, for the purpose of determining the accrual of penalties under Labor Code Section 1777.7.

THE TOP SECTION OF THE FORM COMPLETELY FILLED OUT will provide the information required pursuant to California Labor Code Section 1777.5 and California Code of Regulations Section 230.1.

LOWER SECTION OF THE FORM Check an appropriate box (#1, 2 or 3) for your status.

In addition to the "ORIGINAL(S)" mailed to all applicable Apprenticeship Committees, a copy of this information shall also be submitted to the City of Redlands.

NOTE: The filing of a DAS 140 is not a request for the dispatch of registered apprentices

CONTRACTOR FRINGE BENEFIT STATEMENT

Project Name:	Project Location:	Today's Date:
Contractor / Subcontractor Name:	Business Address:	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. Please Include Apprentice Rates.

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Print Name and Title	Signature and Date (Wet Signature Required)

California
Department of
Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR:
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:
WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:
PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	(9) CHECK NO.
				DATE									THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			S																				
				HOURS WORKED EACH DAY											TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			O																				
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Form A-131 (New 2-80)

Statement of Compliance

Date:_____

I _____, the undersigned, am the _____ with the authority to act for and on
(Print Name) (Position in Business)
behalf of _____ certify under penalty of perjury that the records commencing on _____ and ending on _____ submitted herein and consisting of ____ pages are the originals, full and corrected documents, which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individuals names,

(1) That this employer has complied with the requirements of the California Labor Code Sections. 1771, 1811, and 1815 for all performed on this public works project, and that the classifications set forth therein for each trade rate conform with the work Performed.
(2) That any apprentices employed in the above period are duly registered to a bona fide apprenticeship program registered with the State of California's Division of Apprenticeship Standards.

PAYROLL/OTHER DEDUCTIONS

1. I herein certify the *full* and complete Prevailing Wages were paid as currently published and posted by the Director of Industrial Relations, State of California and only deductions as authorized under the laws of the State *of* California or the laws of United States of America have been made from these sums.
2. All other deductions are clearly listed for each employee on an attachment as required by the Director of Industrial Relations, State of California.

OPTIONAL BENEFIT PLANS

I herein certify that all employee deductions for benefit plans are authorized and the employee(s) are signed up for the plan(s) and are receiving the benefit(s) of the plan(s) listed.

☐ WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above payroll, payment of fringe benefits as listed in the contract have or will be made to the appropriate programs for the benefit of such employees, except as noted below.

☐ WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above payroll has been paid as indicated on the payroll, an amount not less the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the determination for the craft, except as noted below,

Exception(s)

Craft	Explanation
Craft	Explanation
Craft	Explanation

Remarks

I herein certify under the penalty of perjury all of the above is true and correct as submitted.

Name **Signature**

Date **Payroll #**

CONTRACTOR INFORMATION SHEET

Job Name: _____ Category: _____

Prime Contractor: _____

Subcontractor: _____ License#: _____

Address: _____

Phone #: _____ Payroll Report Contact: _____

Email Address: _____

Fax #: _____ Contract Amount: _____

Estimated Start Date: _____ Estimated End Date: _____

ANTICIPATED TRADES/CLASSIFICATIONS:

_____ _____

_____ _____

_____ _____

SUB-CONTRACTORS (if applicable)

Name: License #: Phone/ Fax #: Contact:

_____

_____

_____

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APPENDIX B

CITY OF REDLANDS WORKDAY CONSTRUCTION SCHEDULE

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CITY OF REDLANDS

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 DRAWINGS

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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

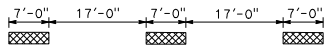
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

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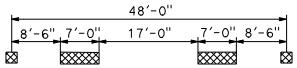
TO ACCOMPANY PLANS DATED _____

CENTERLINES
(2 LANE HIGHWAYS)

DETAIL 1



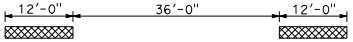
DETAIL 2



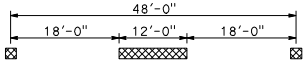
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DETAIL 5



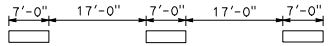
DETAIL 6



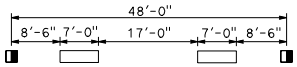
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LANELINES
(MULTILANE HIGHWAYS)

DETAIL 8

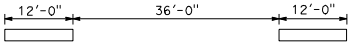


DETAIL 9



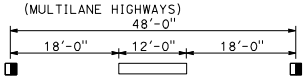
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DETAIL 11



LANELINES (Cont)
(MULTILANE HIGHWAYS)

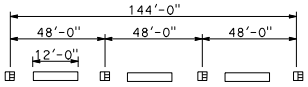
DETAIL 12



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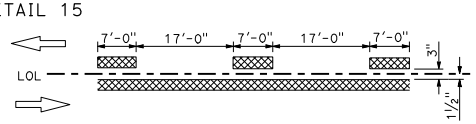
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DETAIL 14A

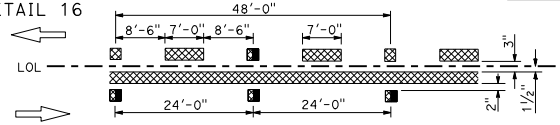


NO PASSING ZONES-ONE DIRECTION

DETAIL 15

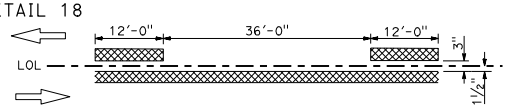


DETAIL 16

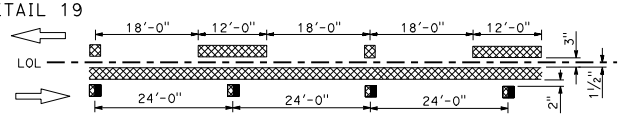


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DETAIL 18



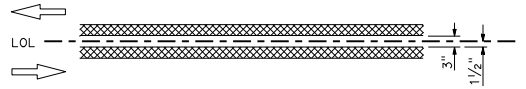
DETAIL 19



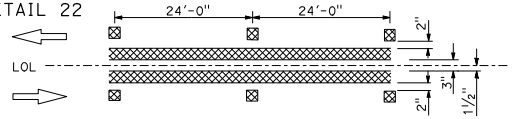
~~DETAIL 20~~ DETAIL 20 DELETED

NO PASSING ZONES-TWO DIRECTION

DETAIL 21



DETAIL 22



~~DETAIL 23~~ DETAIL 23 DELETED

LEGEND

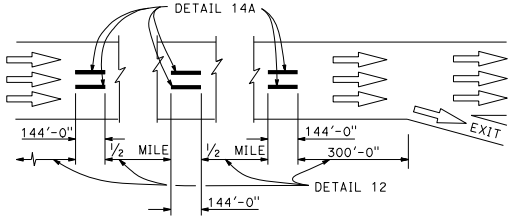
MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

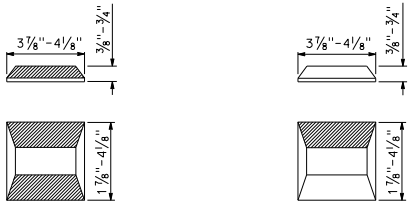
LINES

- 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

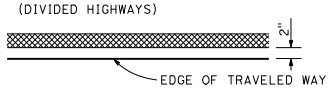
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TO ACCOMPANY PLANS DATED _____

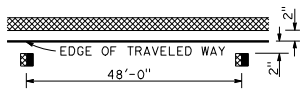
LEFT EDGELINES

(DIVIDED HIGHWAYS)

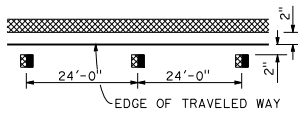
DETAIL 24



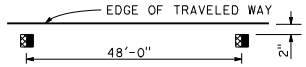
DETAIL 25



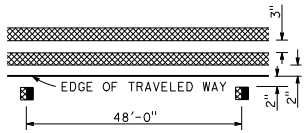
DETAIL 25A



DETAIL 26

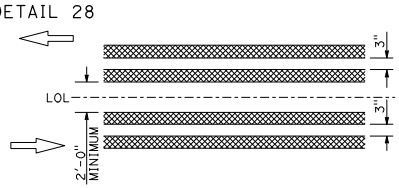


DETAIL 27

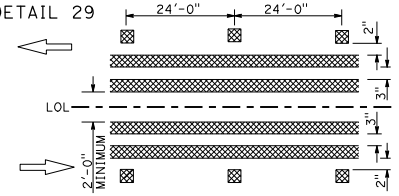


MEDIAN ISLANDS

DETAIL 28



DETAIL 29

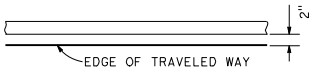


~~DETAIL 30~~ DETAIL 30 DELETED

RIGHT EDGELINES

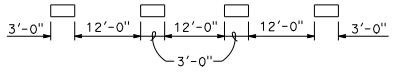
~~DETAIL 27A~~ DETAIL 27A DELETED

DETAIL 27B



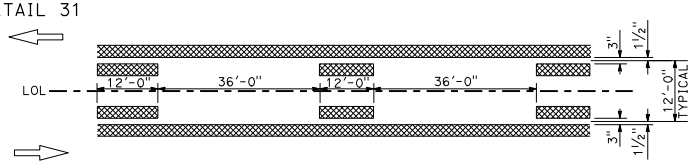
RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS

DETAIL 27C

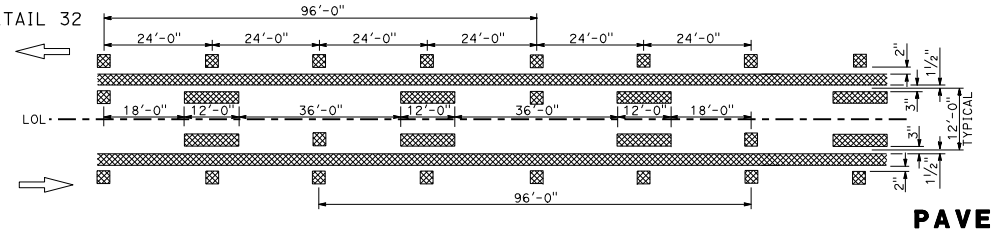


TWO-WAY LEFT TURN LANES

DETAIL 31



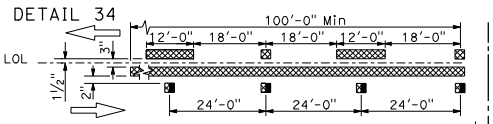
DETAIL 32



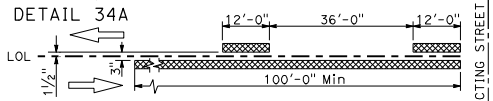
~~DETAIL 33~~ DETAIL 33 DELETED

INTERSECTION TREATMENTS

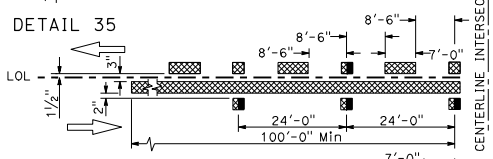
DETAIL 34



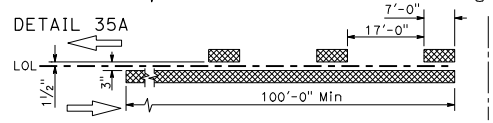
DETAIL 34A



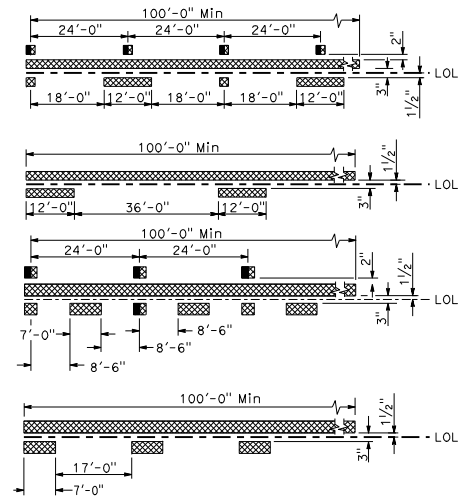
DETAIL 35



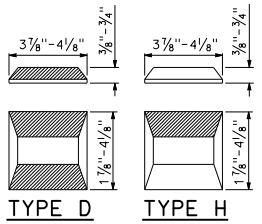
DETAIL 35A



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

2015 REVISED STANDARD PLAN RSP A20B

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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

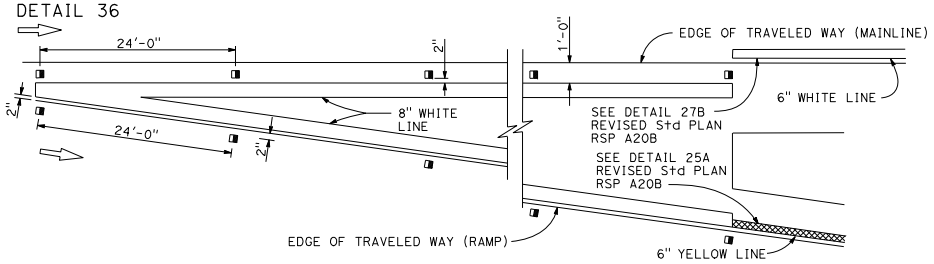
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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TO ACCOMPANY PLANS DATED _____

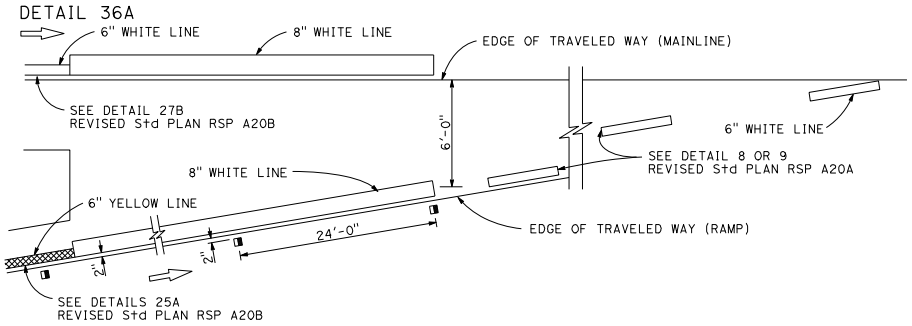
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT

DETAIL 36



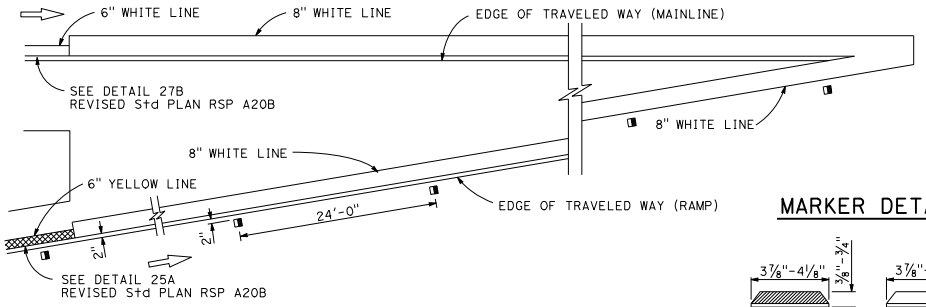
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT

DETAIL 36A



ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT

DETAIL 36B

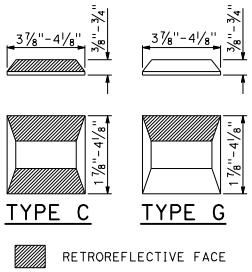


LEGEND:

MARKERS

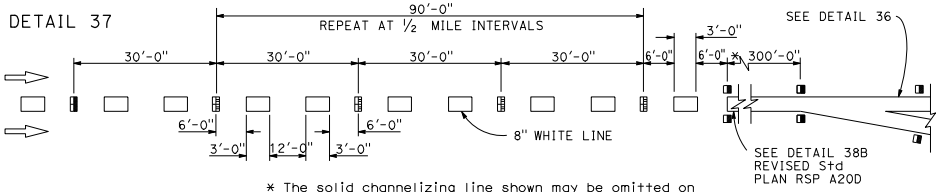
- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE

MARKER DETAILS



LANE DROP AT EXIT RAMPS

DETAIL 37

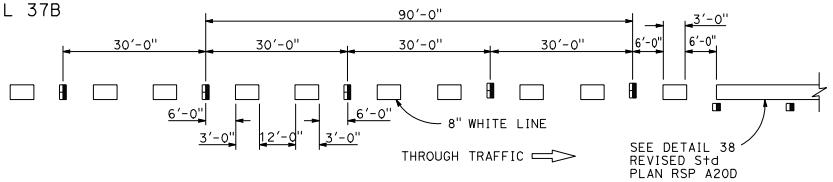


* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

~~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.

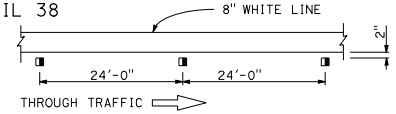
REVISED STANDARD PLAN RSP A20C

3-21-17

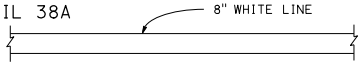
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CHANNELIZING LINE

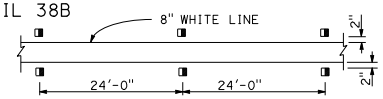
DETAIL 38



DETAIL 38A



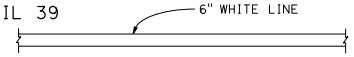
DETAIL 38B



~~DETAIL 38C~~ DETAIL 38C DELETED

BIKE LANE LINE

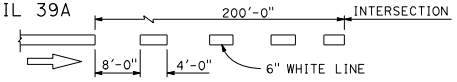
DETAIL 39



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

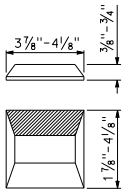
LEGEND

MARKERS

TYPE G ONE-WAY CLEAR RETROREFLECTIVE

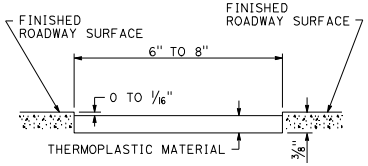
6" YELLOW LINE

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

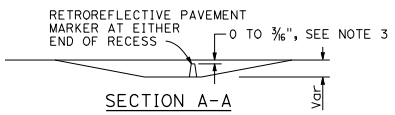
Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

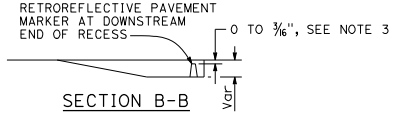
REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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.

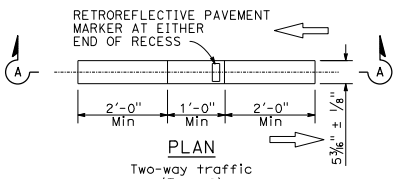
TO ACCOMPANY PLANS DATED _____



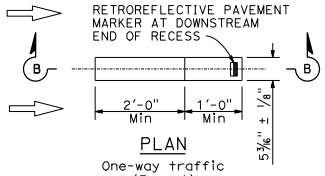
SECTION A-A



SECTION B-B

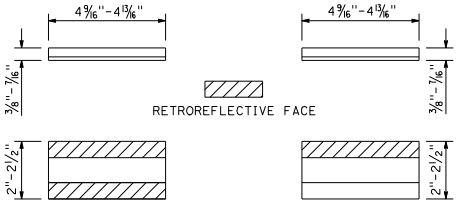


PLAN
Two-way traffic
(Type 2)



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

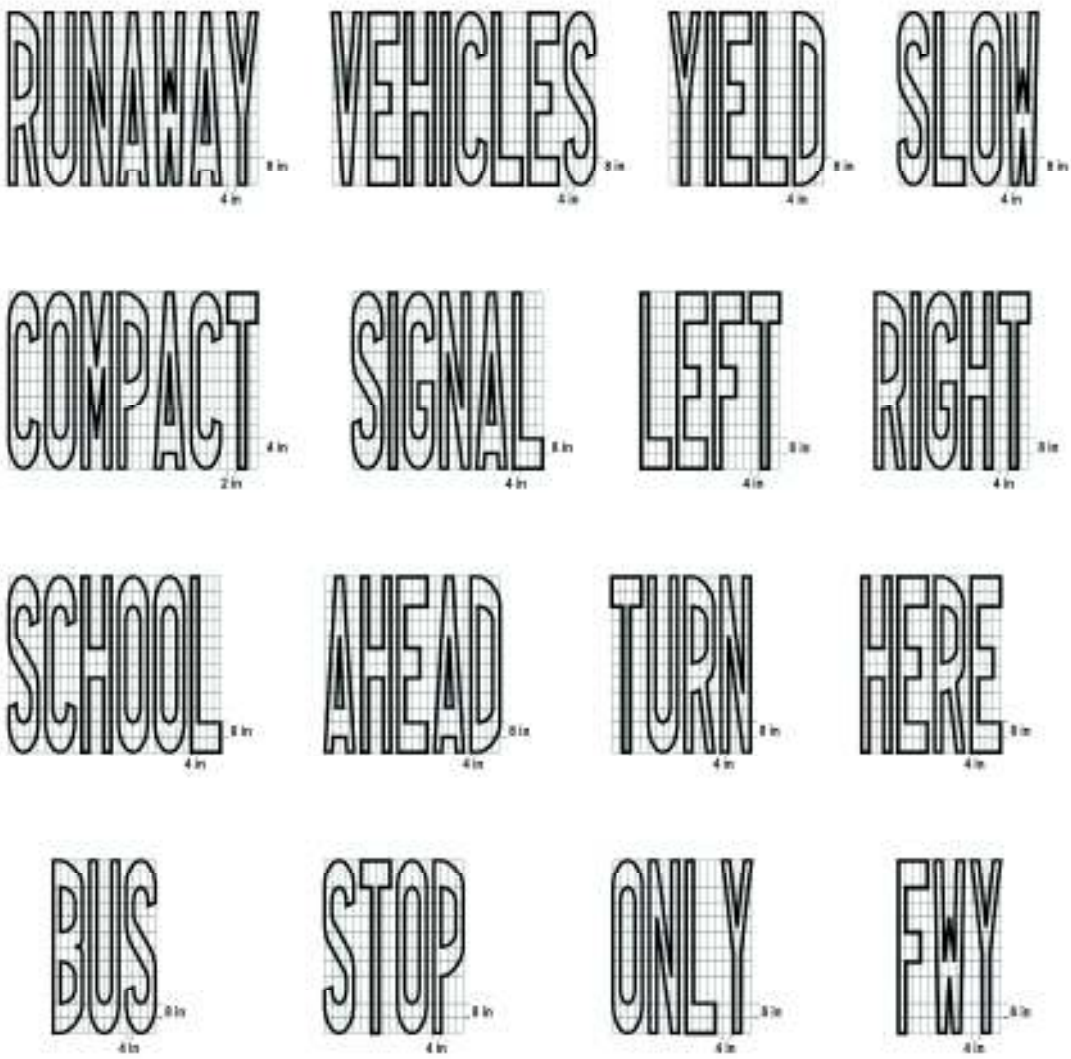
RSP A20D DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20D
DATED OCTOBER 30, 2015 - PAGE 15 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20D

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)

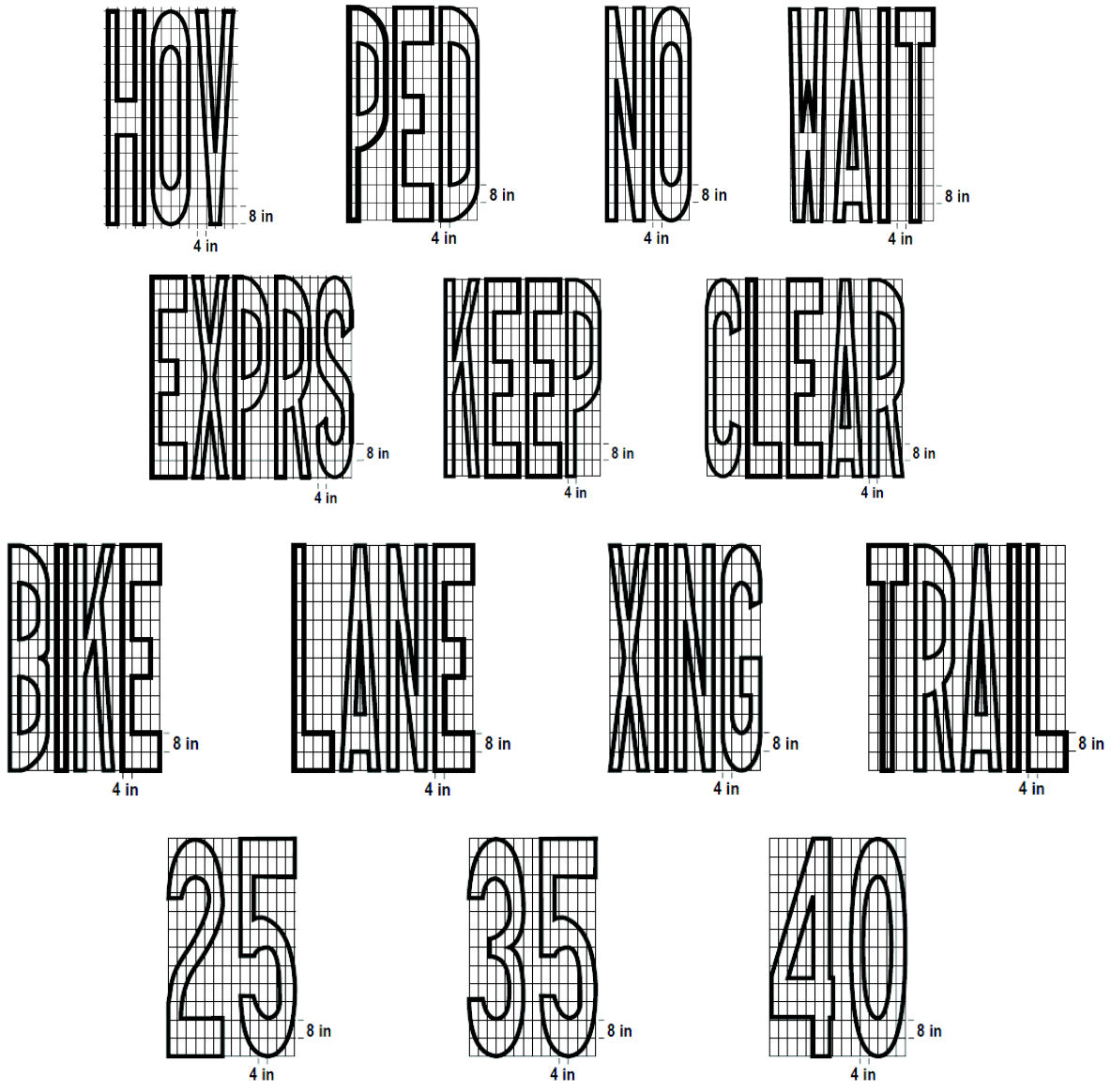


NOT TO SCALE

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)

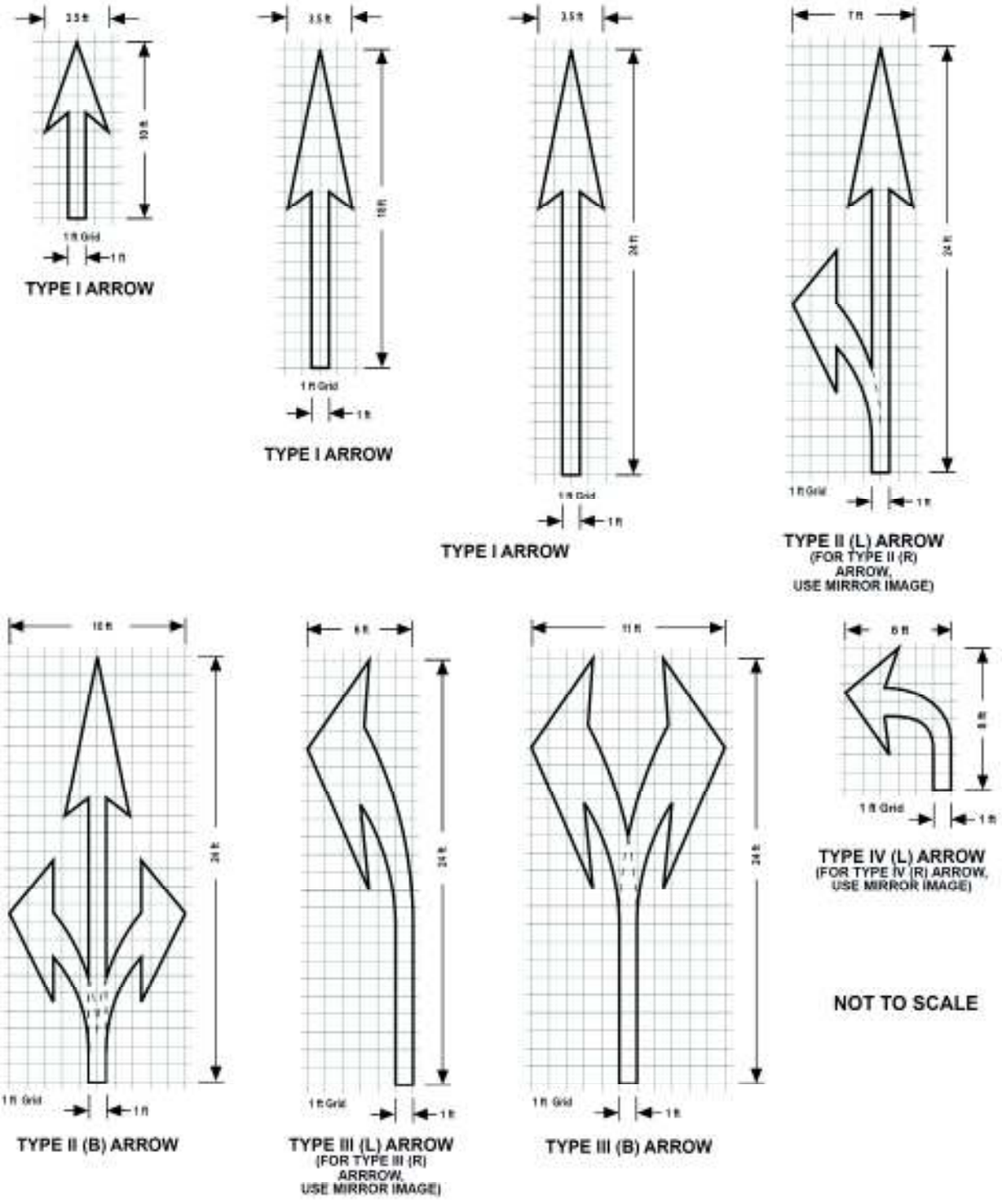


NOT TO SCALE

NOTES:

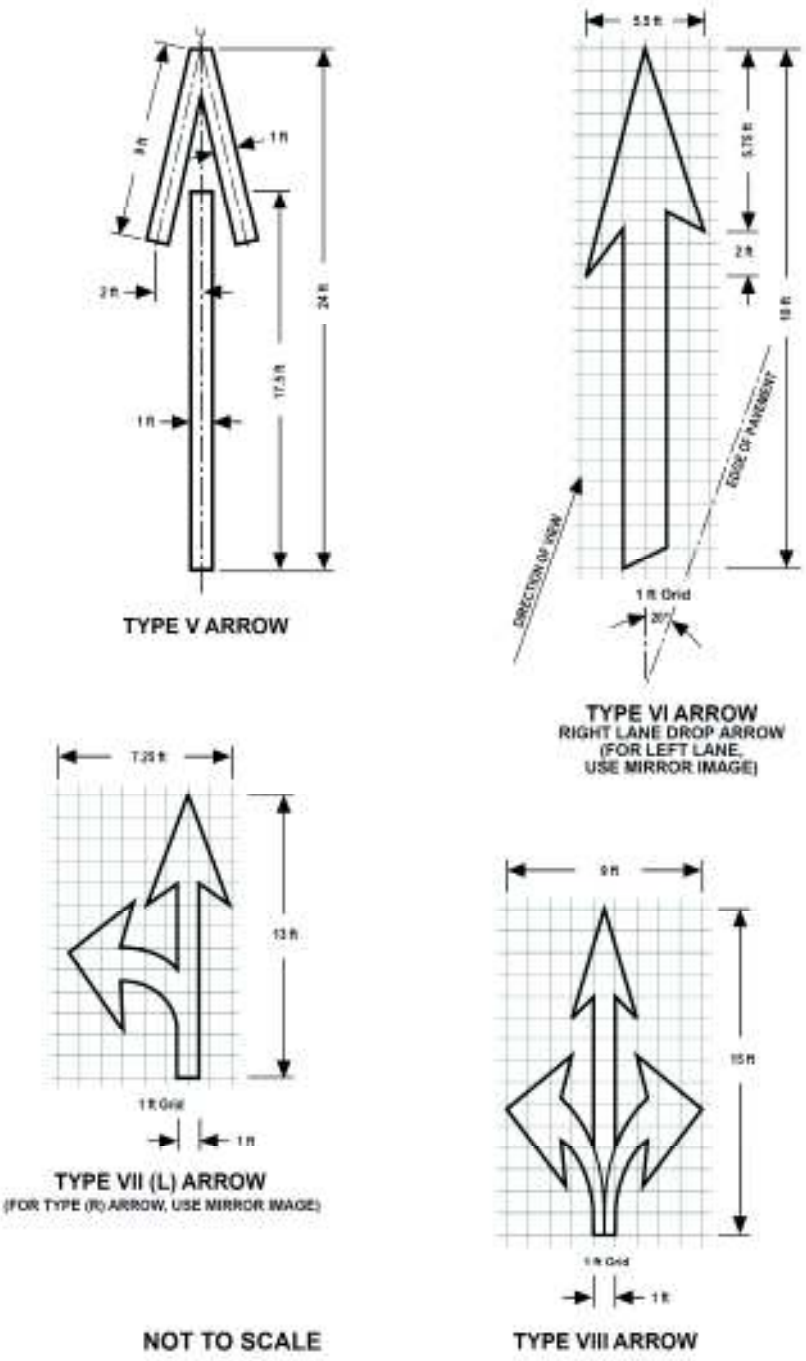
1. All letters and numerals should be in conformance with the standard alphabets for highway signs and pavement markings approved by Department of Transportation.
2. The design details for various words are also shown in Department of Transportation's Standard Plans.

Figure 3B-24 (CA). Examples of Standard Arrows for Pavement Markings (Sheet 1 of 8)



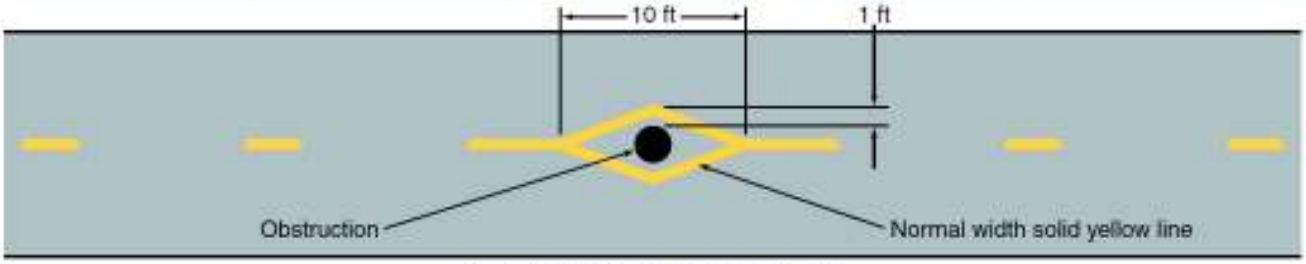
NOTE: The design details for various arrows are also shown in Department of Transportation's Standard Plans.

Figure 3B-24 (CA). Examples of Standard Arrows for Pavement Markings (Sheet 2 of 8)

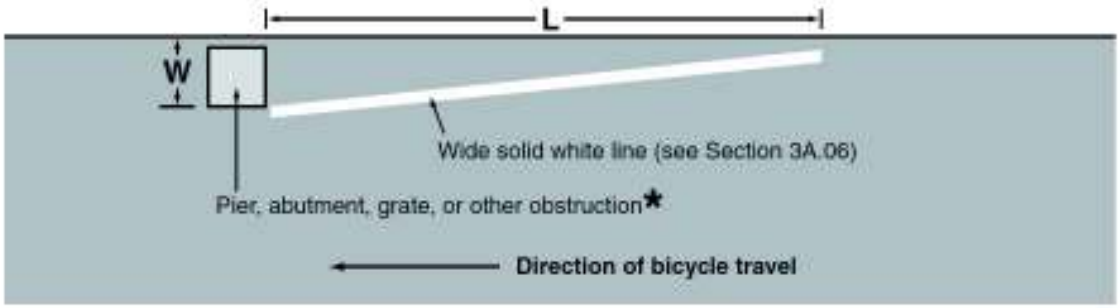


NOTE: The design details for various arrows are also shown in Department of Transportation's Standard Plans.

Figure 9C-8. Examples of Obstruction Pavement Markings



A - Obstruction within the path

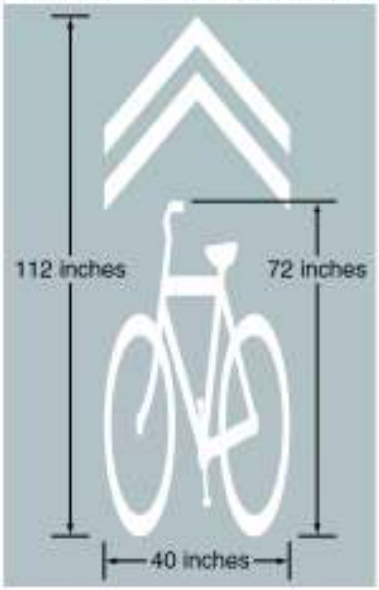


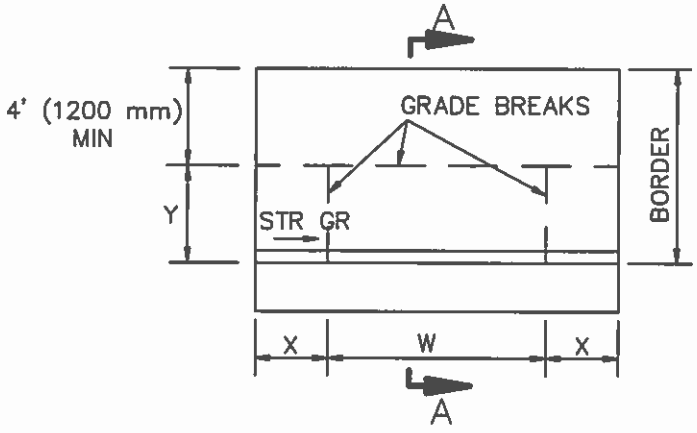
B - Obstruction at edge of path or roadway

L = WS, where W is the offset in feet and S is bicycle approach speed in mph

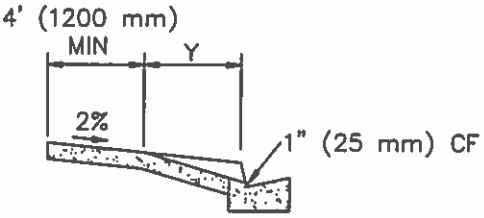
★ Provide an additional foot of offset for a raised obstruction and use the formula L = (W+1) S for the taper length

Figure 9C-9. Shared Lane Marking



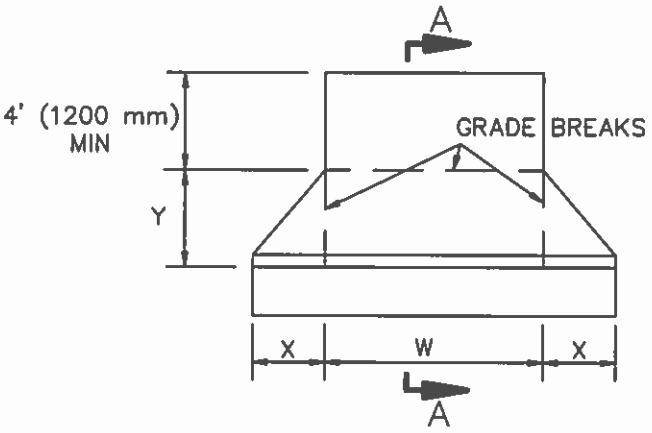


TYPE A

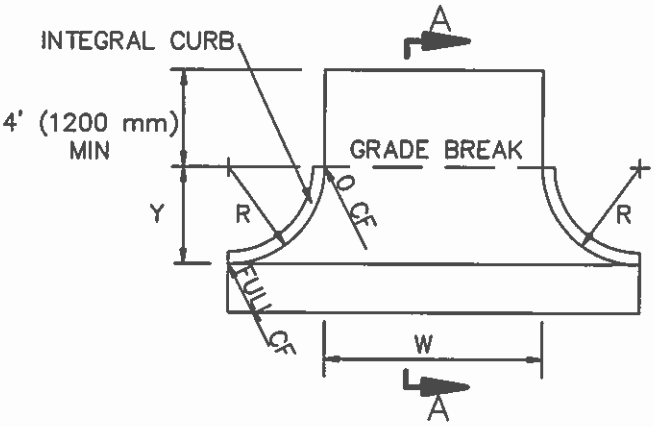


SECTION A–A

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

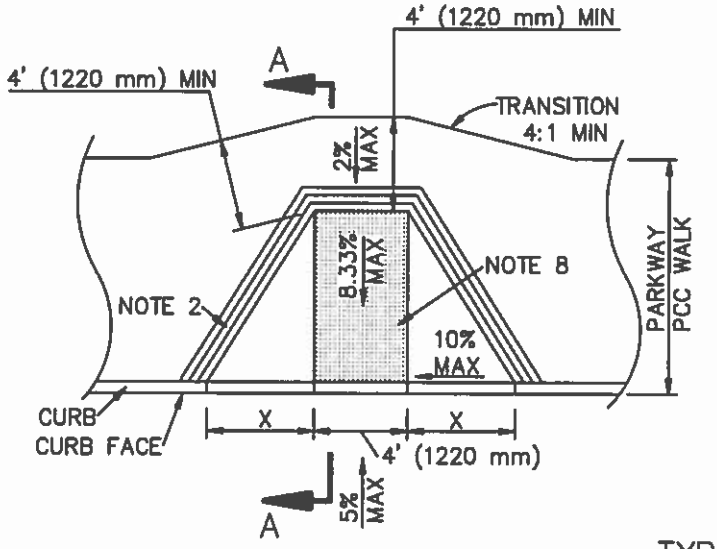
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1954 REV. 1996, 2009

DRIVEWAY APPROACHES

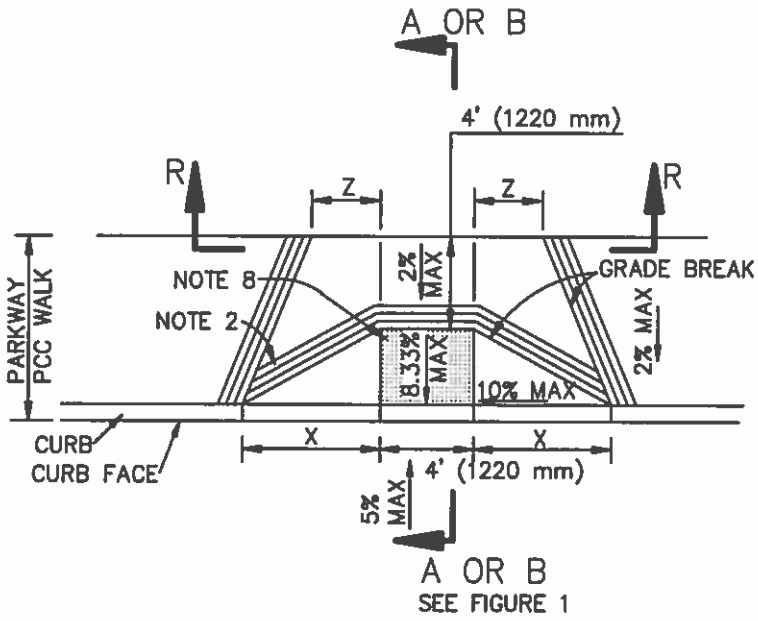
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

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

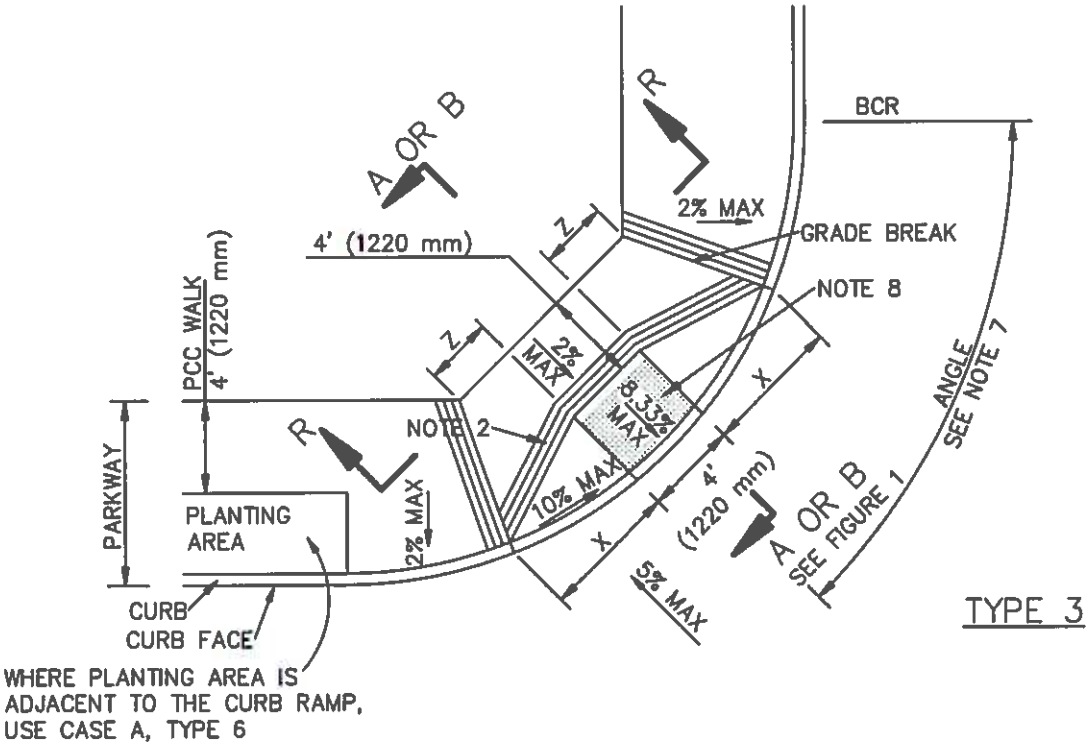
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1992 REV. 1998, 2000, 2005, 2009, 2013

CURB RAMP

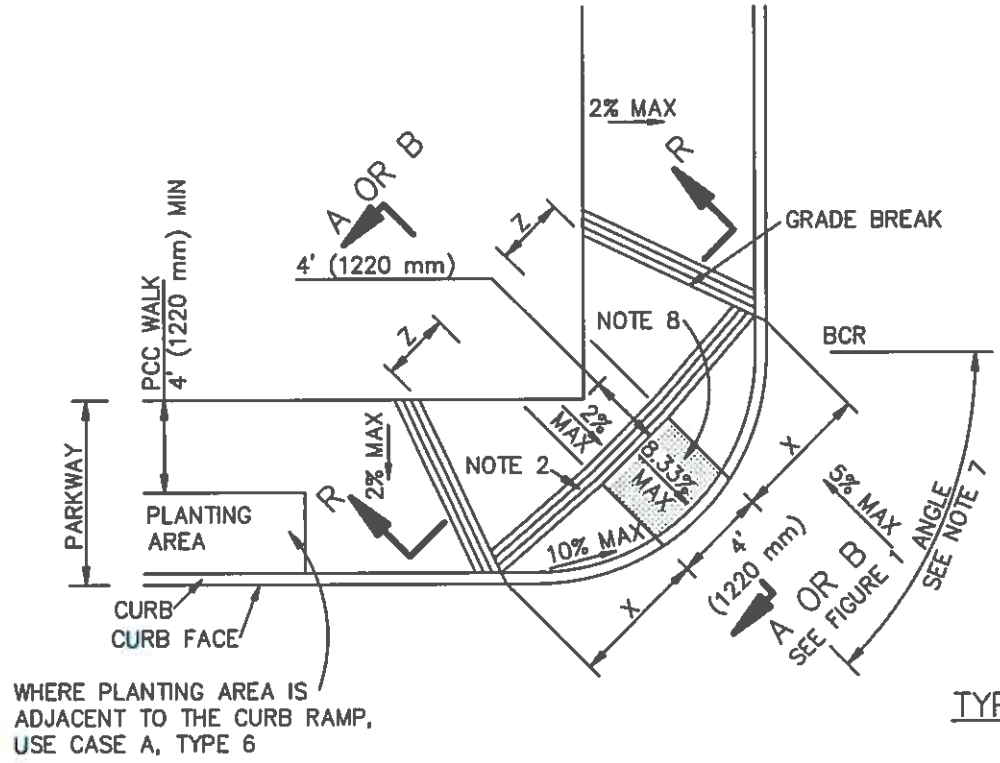
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 111-5

SHEET 1 OF 10



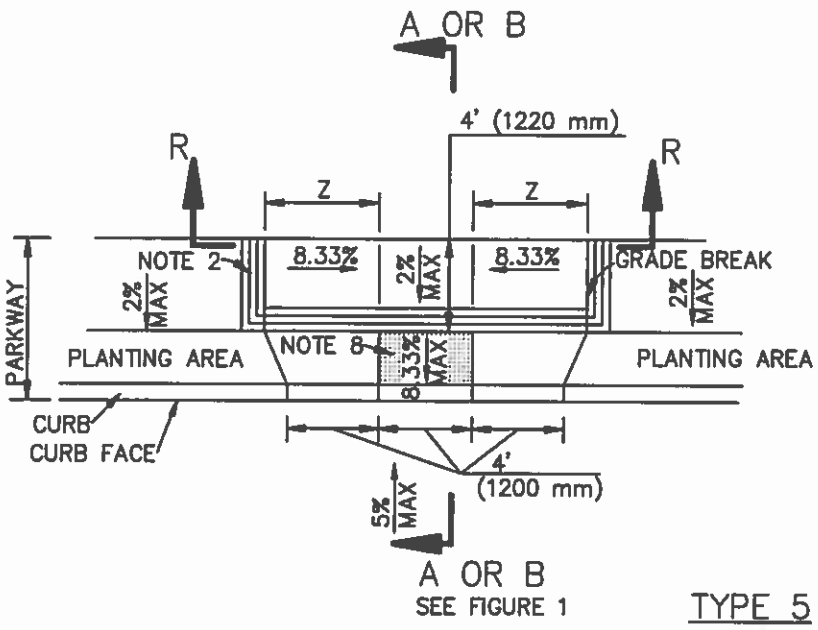
TYPE 3



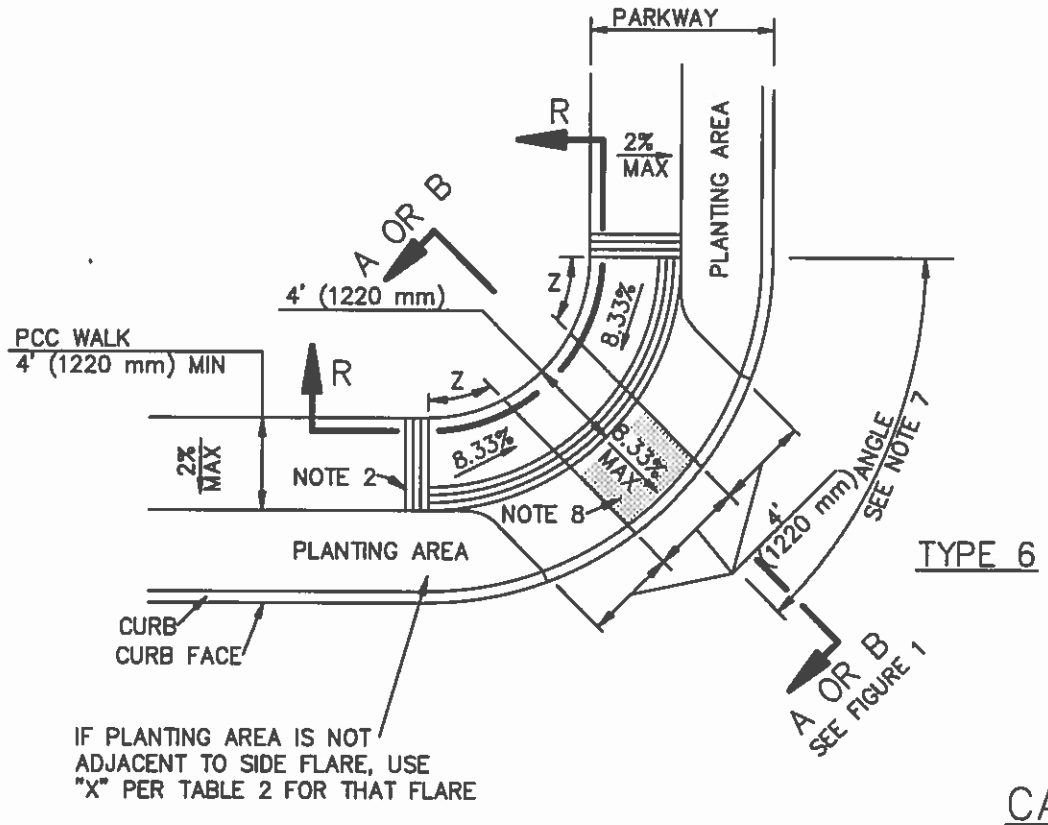
TYPE 4

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111–5
CURB RAMP	SHEET 2 OF 10



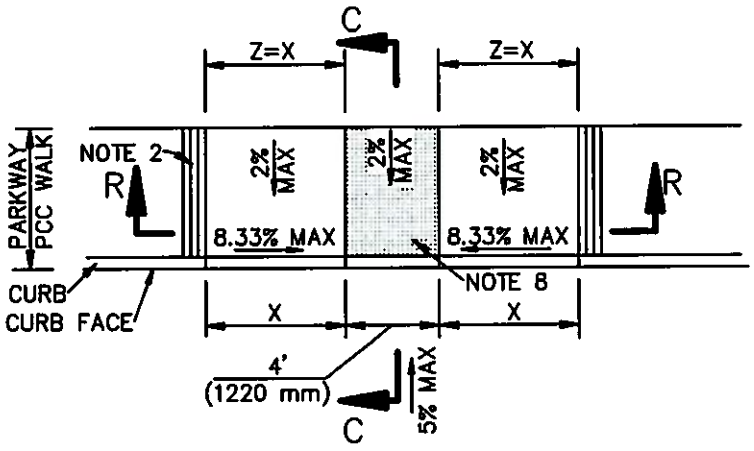
TYPE 5



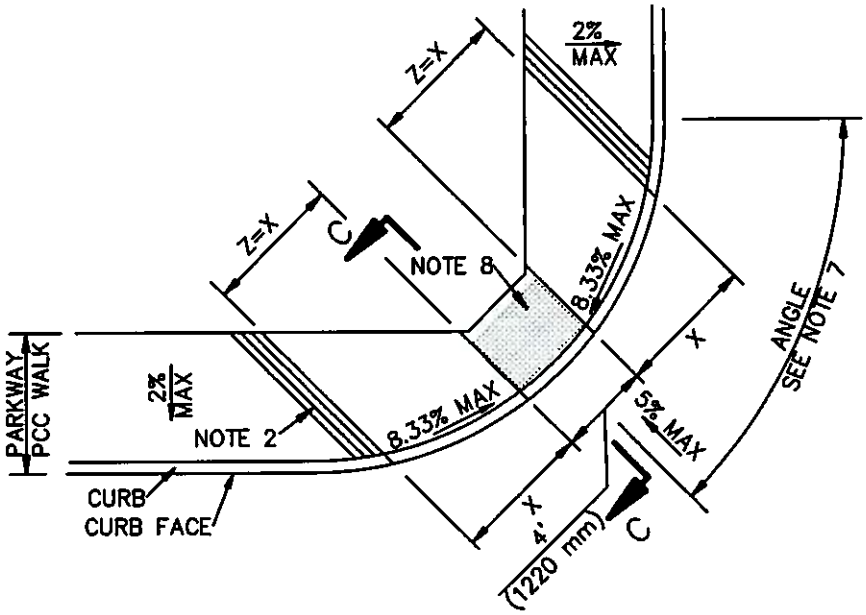
TYPE 6

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 3 OF 10



TYPE 1

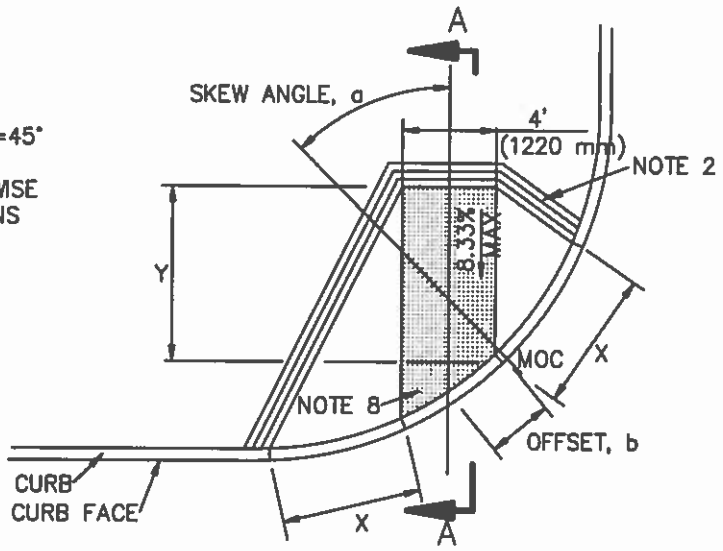


TYPE 2

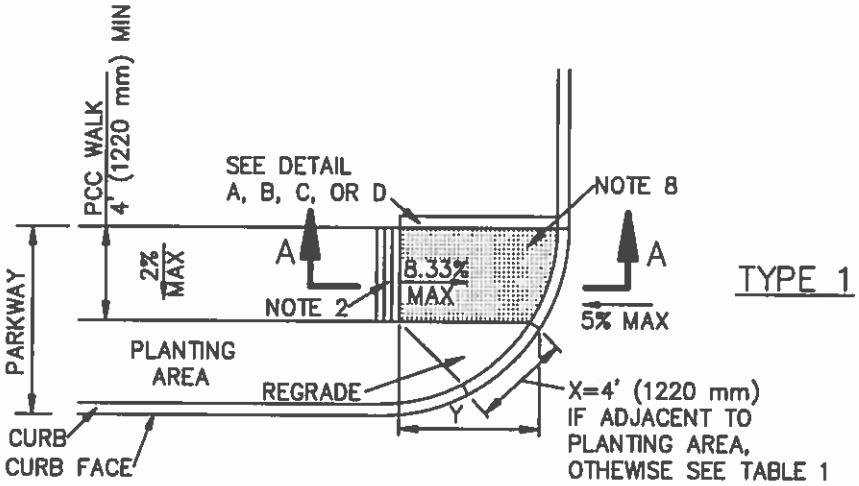
CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111–5 SHEET 4 OF 10
CURB RAMP	

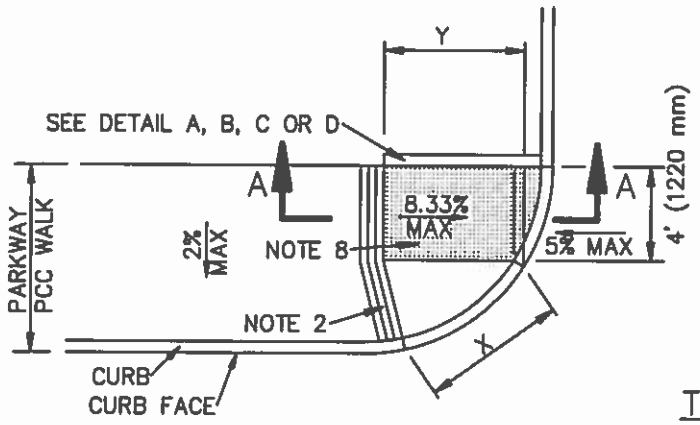
SKEW ANGLE a=45°
OFFSET b=0
UNLESS OTHERWISE
NOTED ON PLANS



CASE C



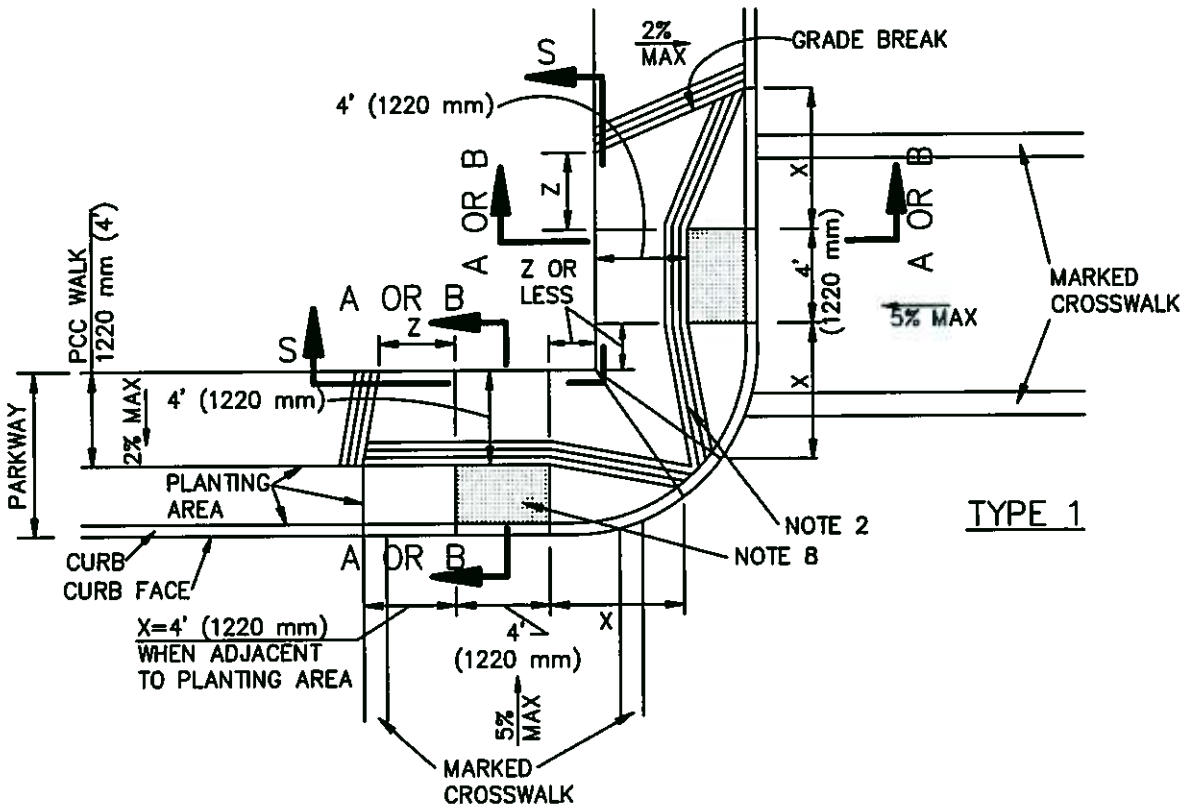
TYPE 1

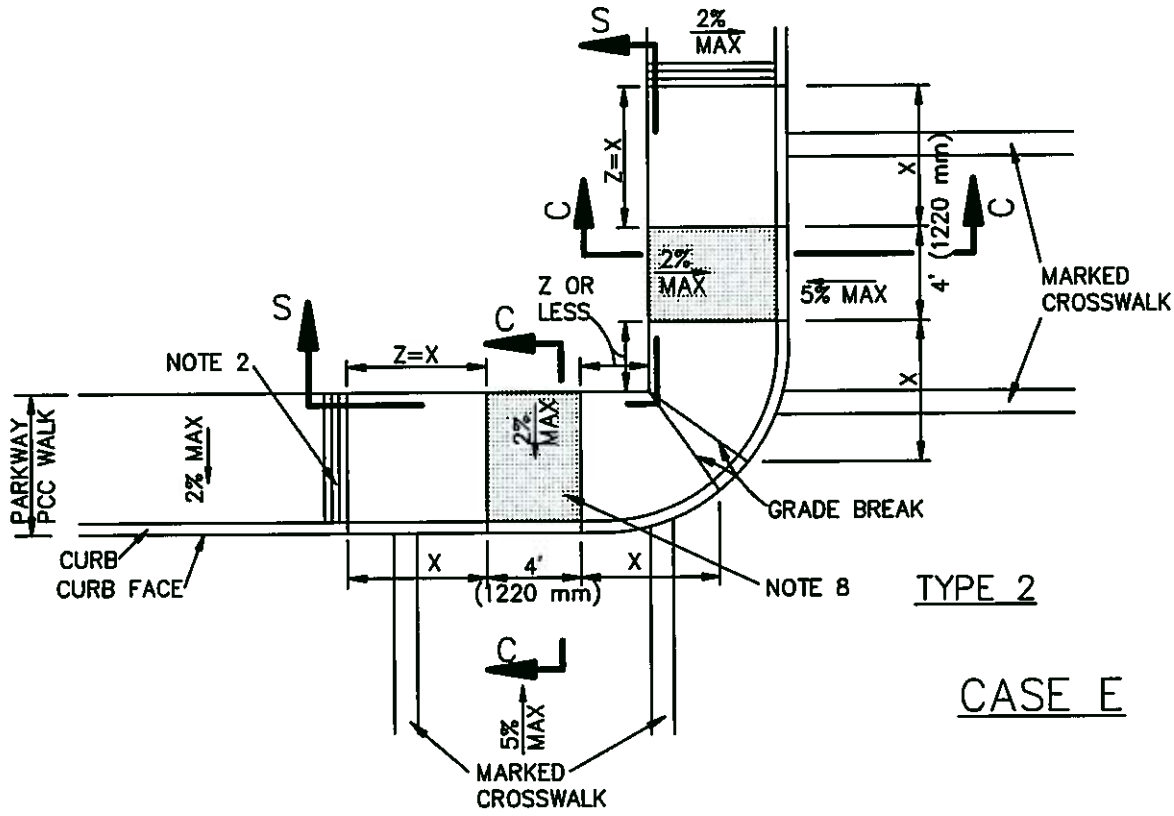


TYPE 2

CASE D

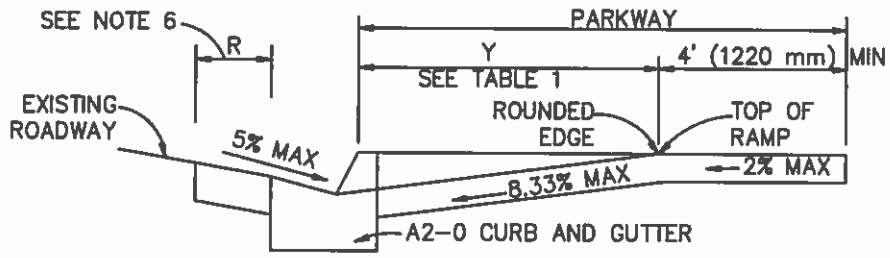
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 5 OF 10





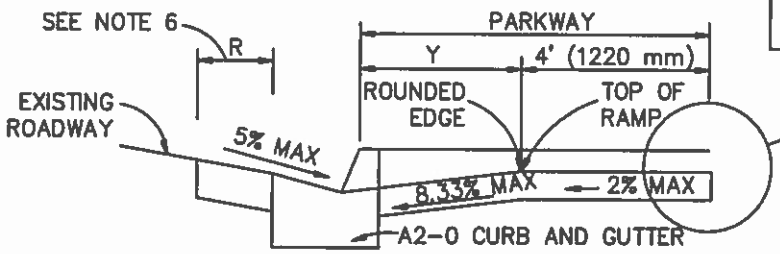
CASE E

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111-5
CURB RAMP	SHEET 6 OF 10

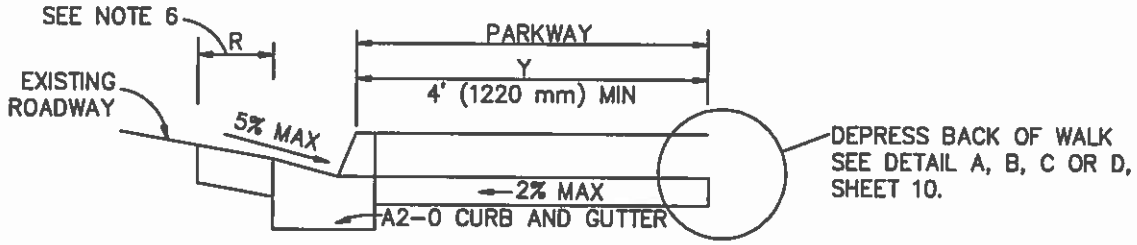


SECTION A–A

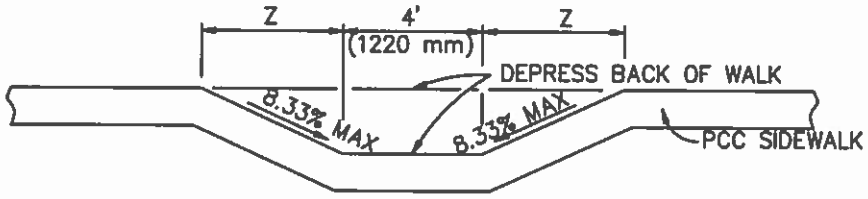
USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A–A, B–B OR C–C IS APPROPRIATE.



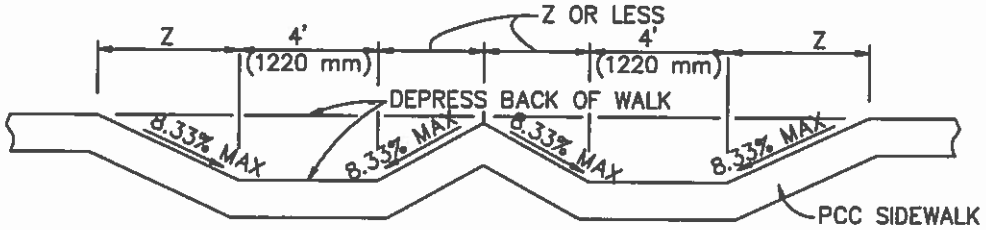
SECTION B–B



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

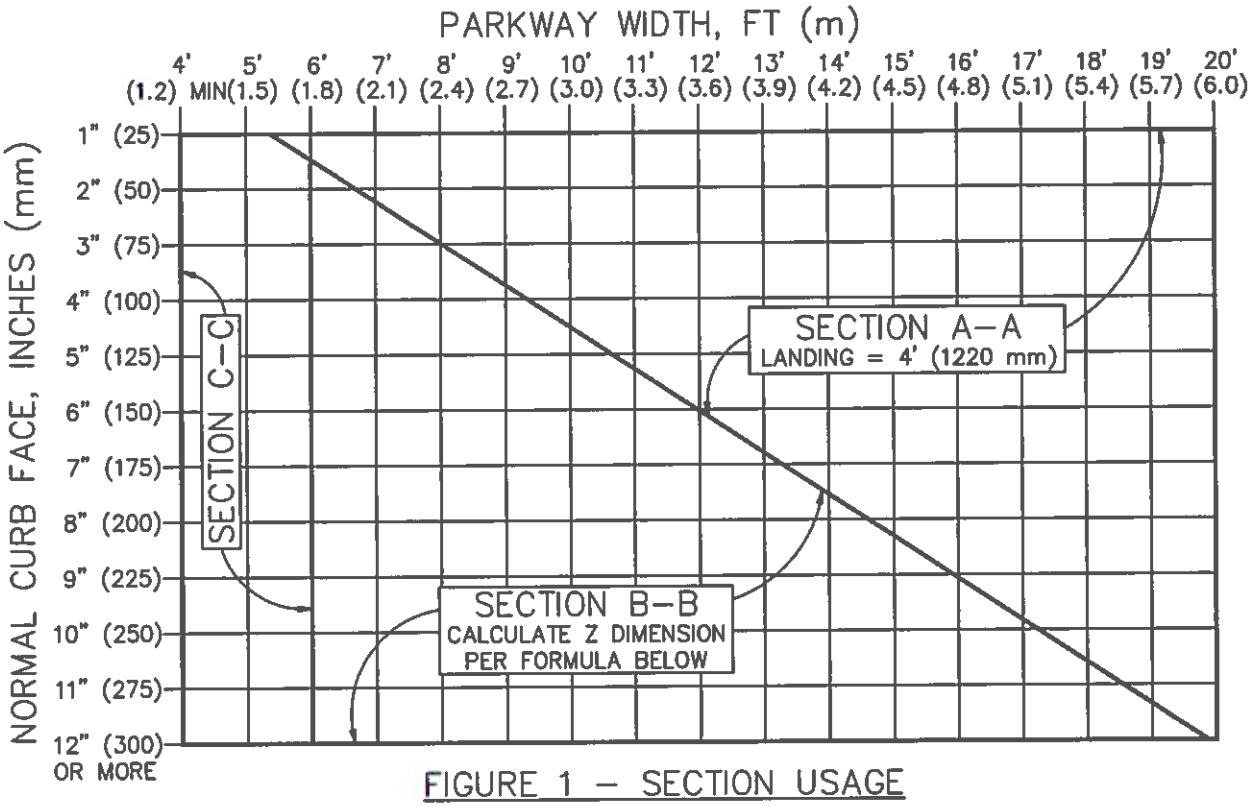


FIGURE 1 – SECTION USAGE

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

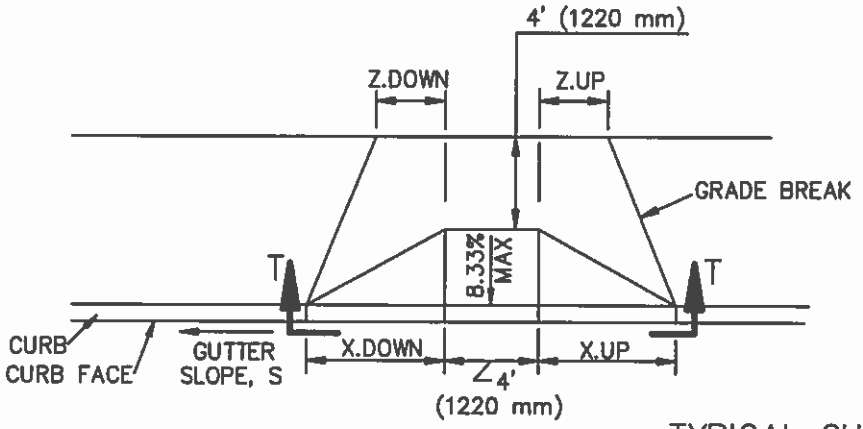
TABLE 1 REFERENCE FORMULAS:
X = CF / 8.333%
Y = CF / (8.333% – 2% WALK CROSS SLOPE)

WHERE FIGURE 1 SHOWS USE OF SECTION B–B, FIGURE Z DIMENSION AS FOLLOWS:

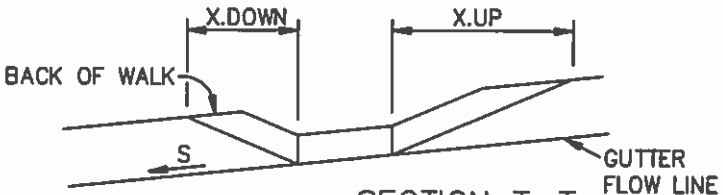
W = PARKWAY WIDTH
L = LANDING WIDTH, 4' (1220 mm) TYP
Z = [(Y+L)–W] x 0.760

IF (Y+L) < W, THEN Z = 0

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111–5
CURB RAMP	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

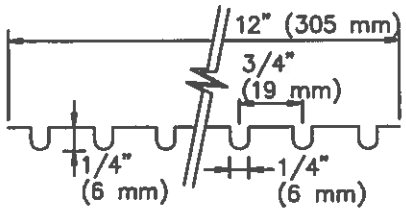
S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

TABLE 2 – SLOPE ADJUSTMENTS

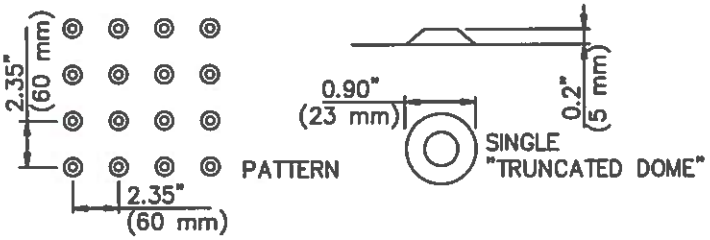
TABLE 2 REFERENCE FORMULAS:
K.DOWN = 8.333% / (8.333% + S)
K.UP = 8.333% / (8.333% – S)

STREET SLOPE ADJUSTMENTS

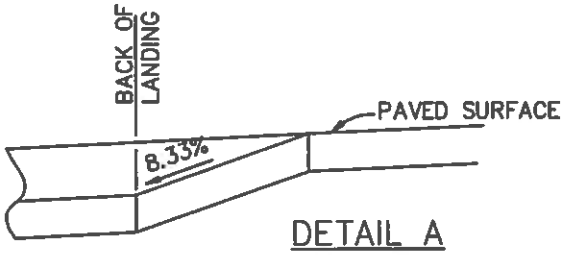
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 9 OF 10



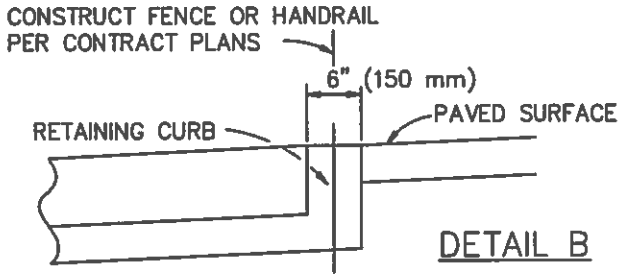
GROOVING DETAIL



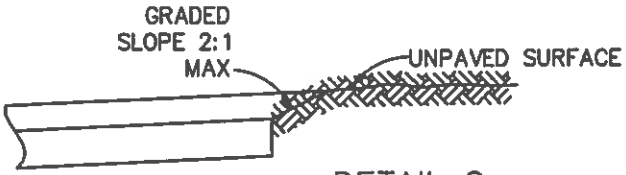
DETECTABLE WARNING DETAIL



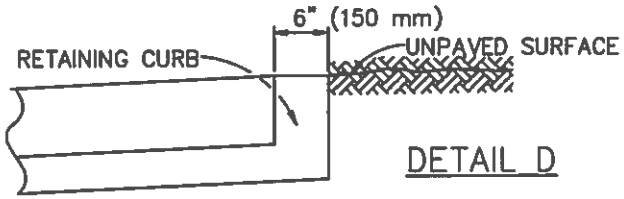
DETAIL A



DETAIL B



DETAIL C



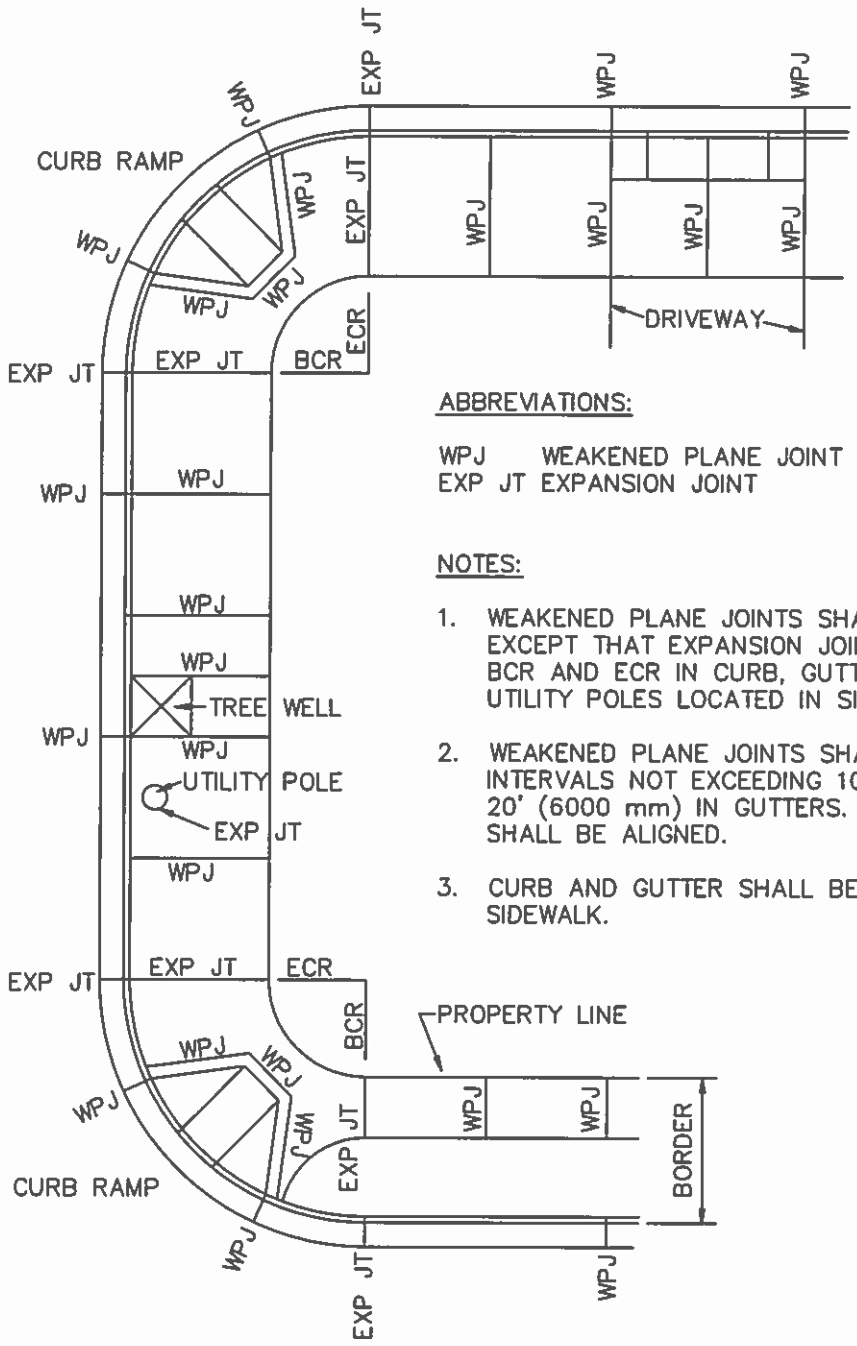
DETAIL D

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. 1998, 2009

CURB AND SIDEWALK JOINTS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

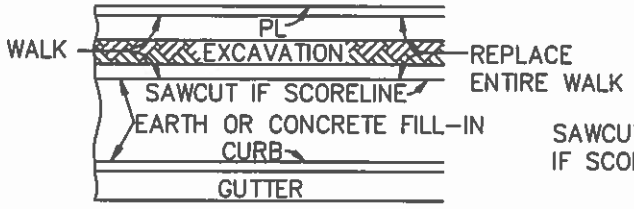
STANDARD PLAN 112-2

SHEET 1 OF 1

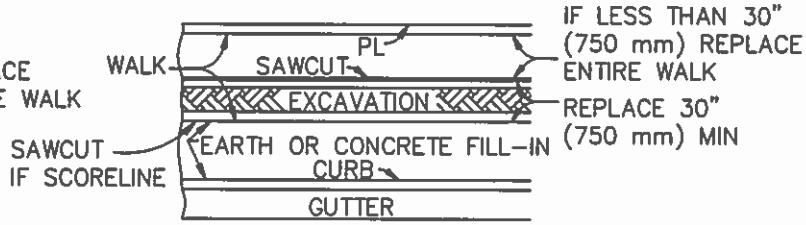
WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

WALK ADJACENT TO PROPERTY LINE

WALK LESS THAN 5' (1500 mm) WIDE



WALK 5' (1500 mm) WIDE OR MORE

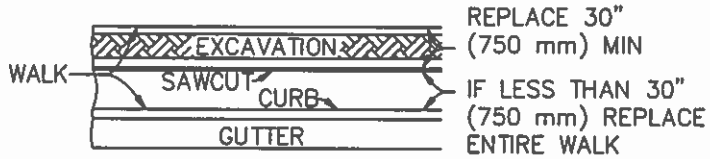


WALK ADJACENT TO CURB

WALK LESS THAN 5' (1500 mm) WIDE

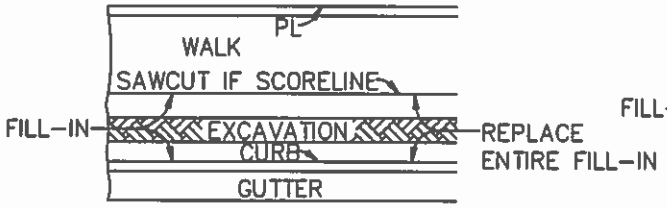


WALK 5' (1500 mm) WIDE OR MORE

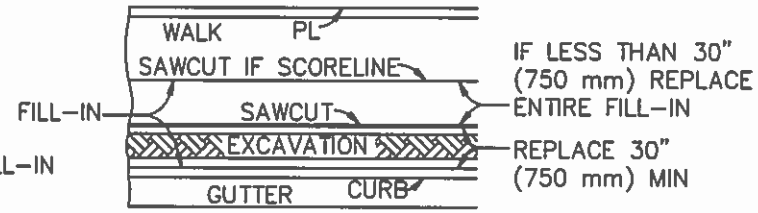


FILL-IN REPLACEMENT

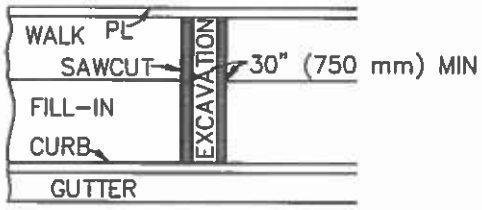
FILL-IN LESS THAN 5' (1500 mm) WIDE



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').

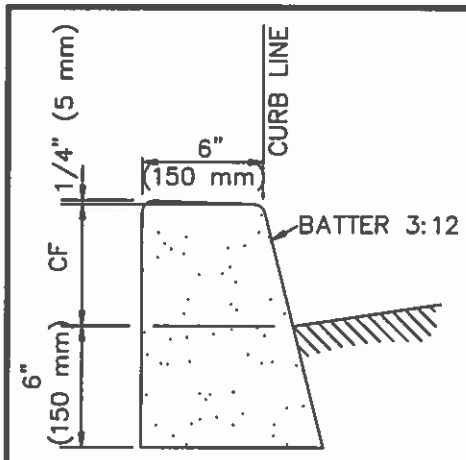
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.

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.

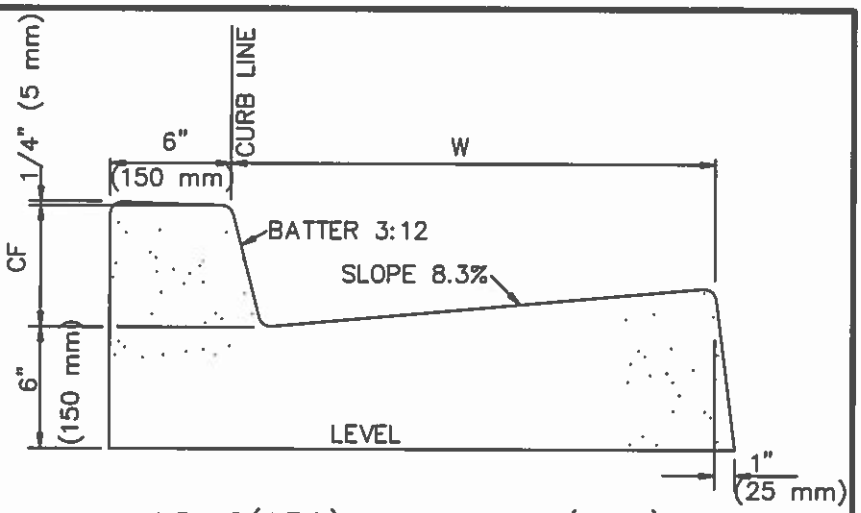
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.

7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.

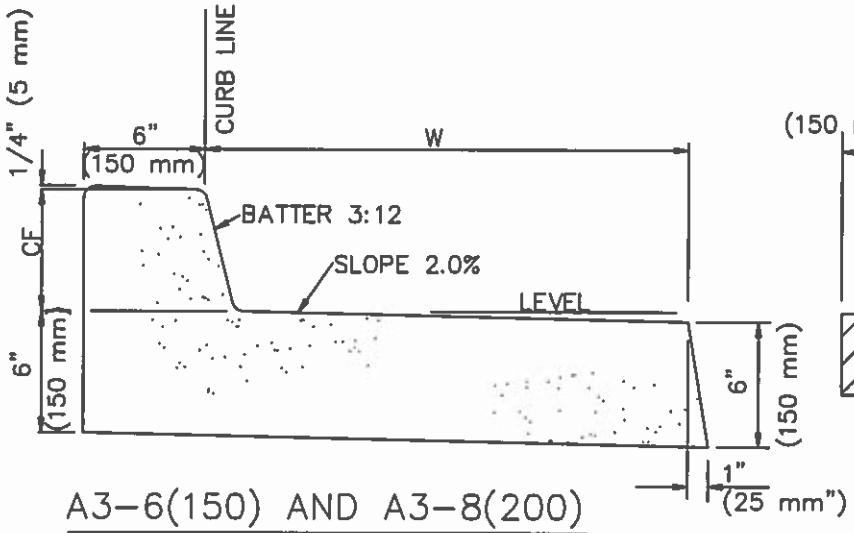
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
SIDEWALK & DRIVEWAY REPLACEMENT	113-2
	SHEET 2 OF 2



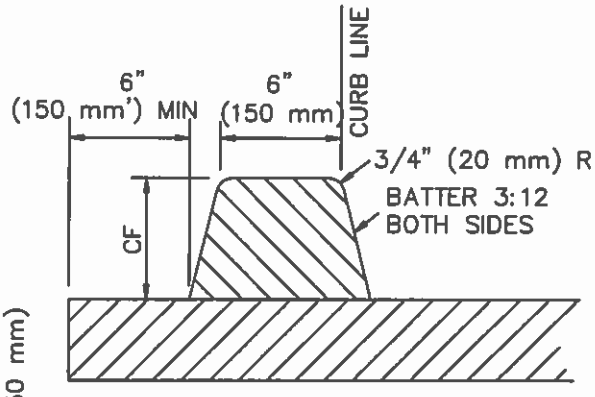
A1–6(150) AND
A1–8(200)



A2–6(150) AND A2–8(200)



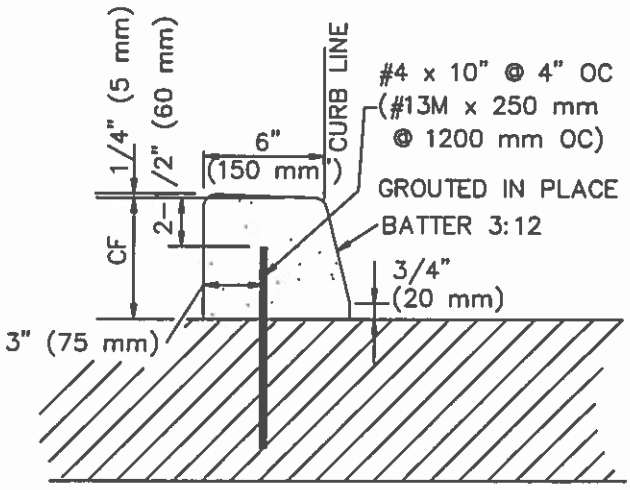
A3–6(150) AND A3–8(200)



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)

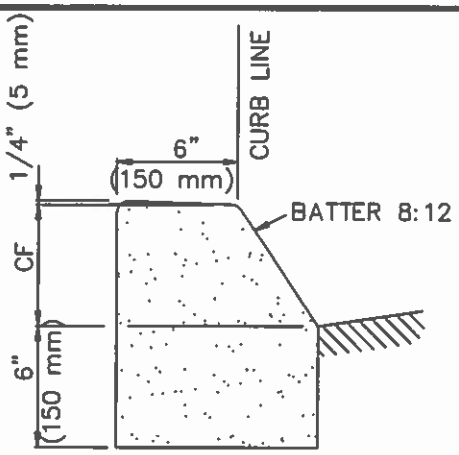
STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1964 REV. 1996, 2009

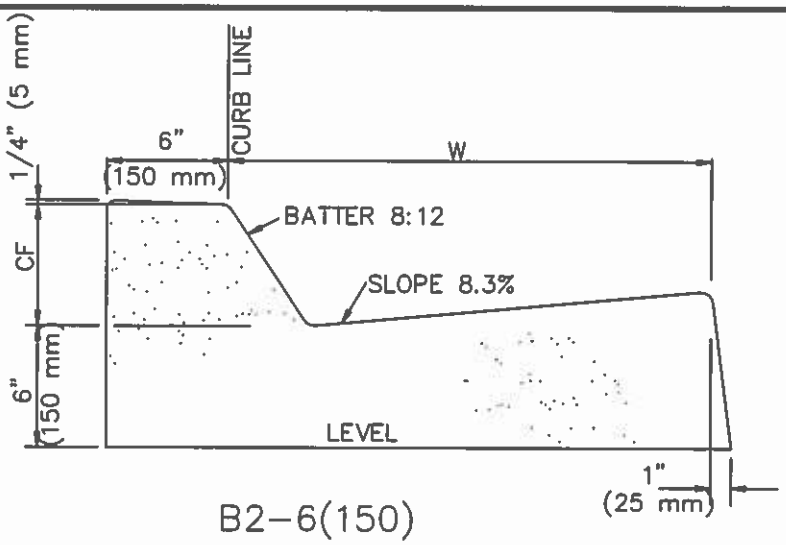
CURB AND GUTTER – BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

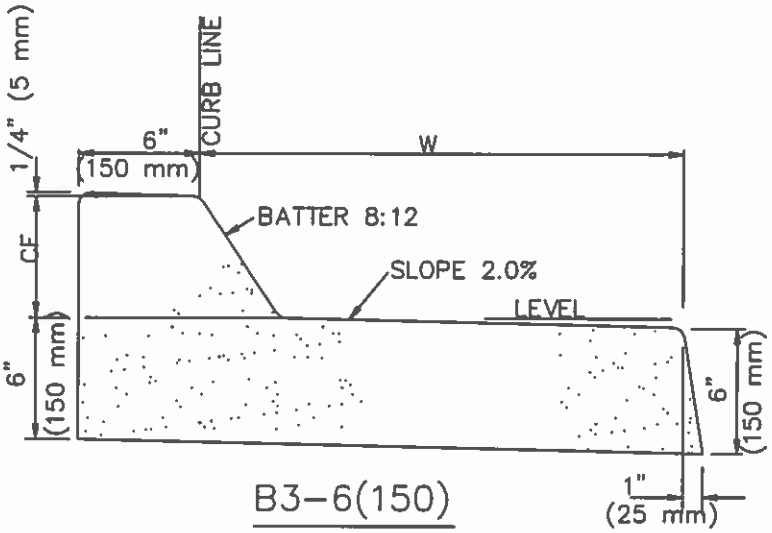
STANDARD PLAN
120–2
SHEET 1 OF 1



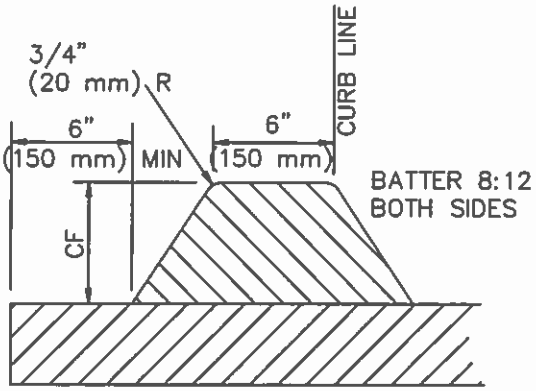
B1–6(150)



B2–6(150)



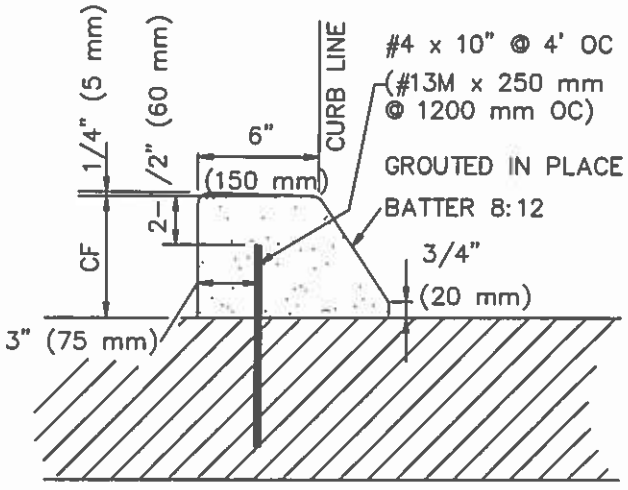
B3–6(150)



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

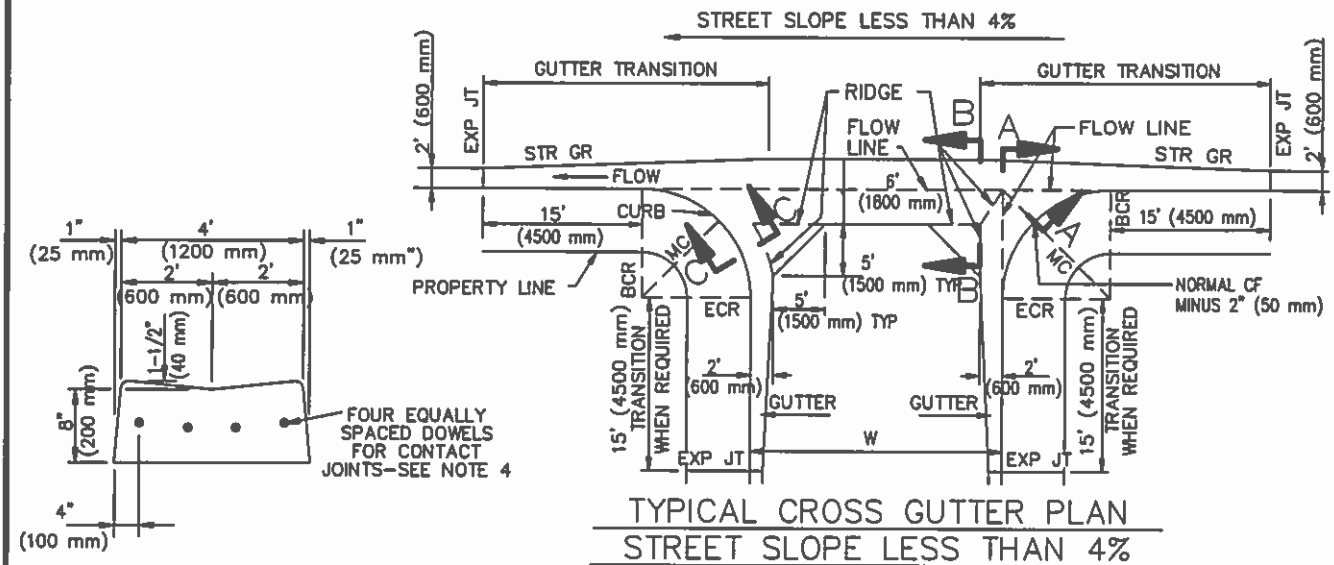
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1954 REV. 1996, 2009

CURB AND GUTTER–MOUNTABLE

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

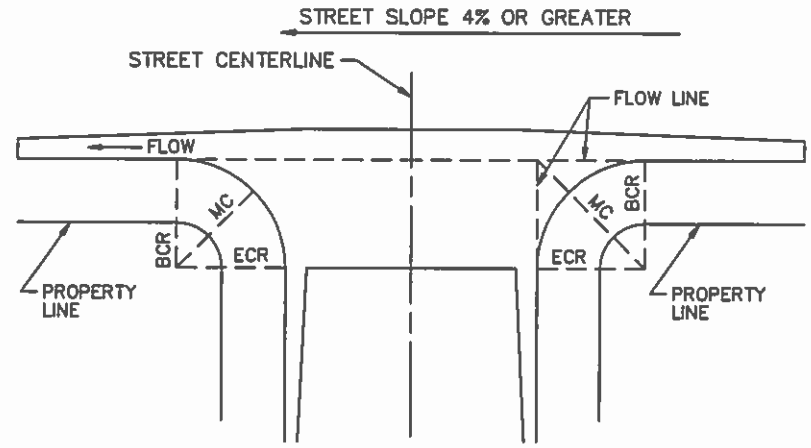
STANDARD PLAN 121–2

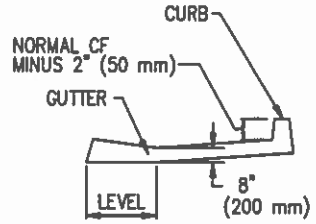
SHEET 1 OF 1



TYPICAL CROSS GUTTER PLAN
STREET SLOPE LESS THAN 4%

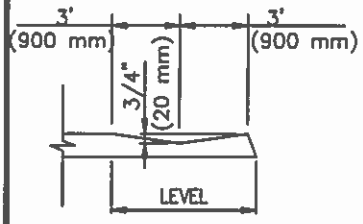
LONGITUDINAL GUTTER

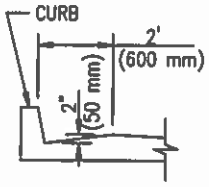


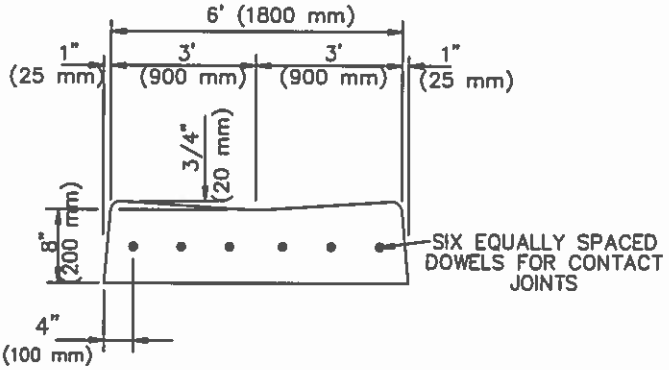


TYPICAL CROSS GUTTER PLAN
STREET SLOPE MORE THAN 4%

SECTION A–A

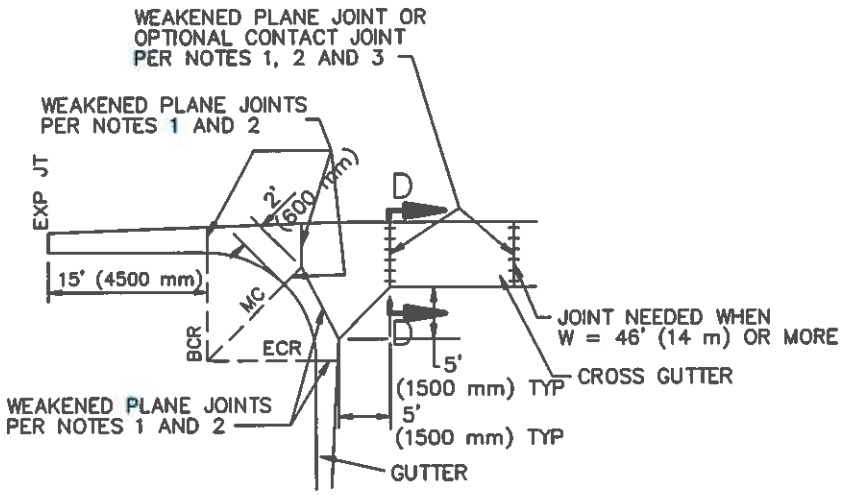






SECTION B–B SECTION C–C SECTION D–D

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

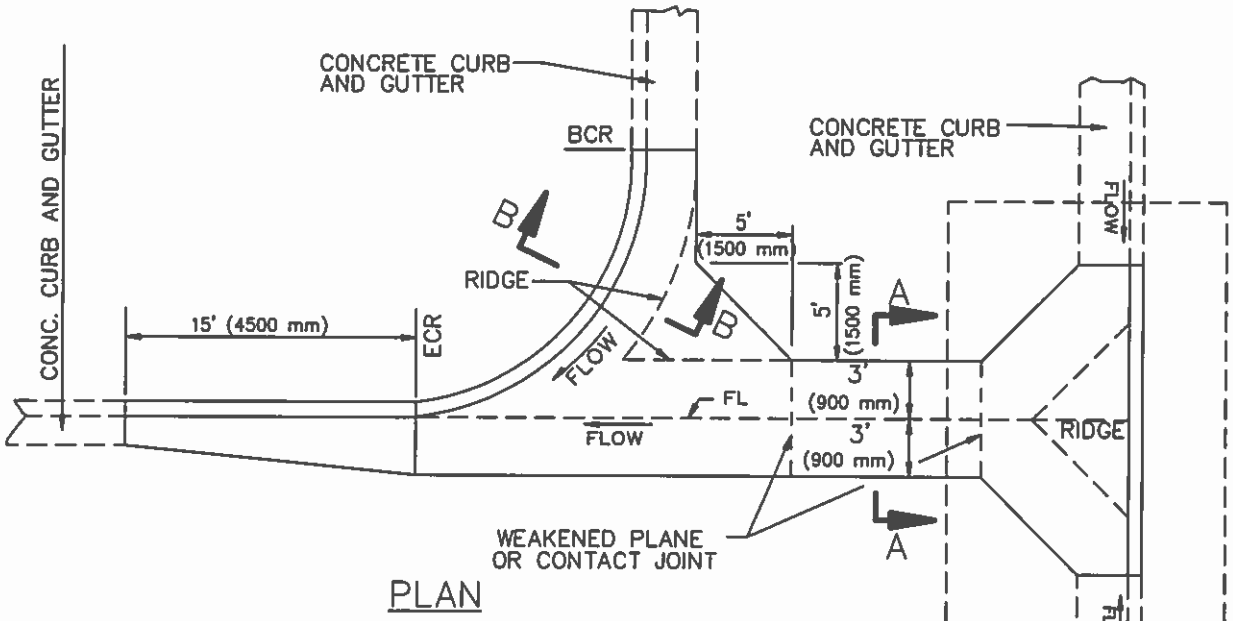


TYPICAL JOINT PLAN

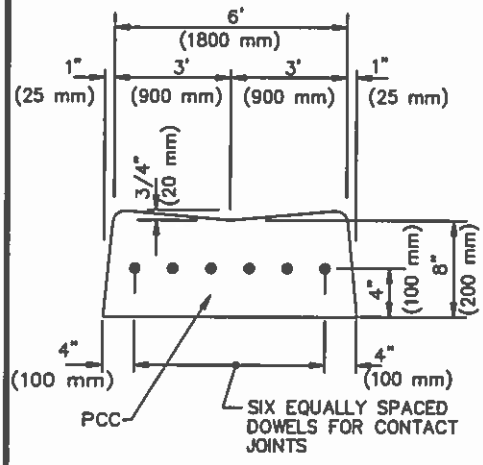
NOTES:

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.

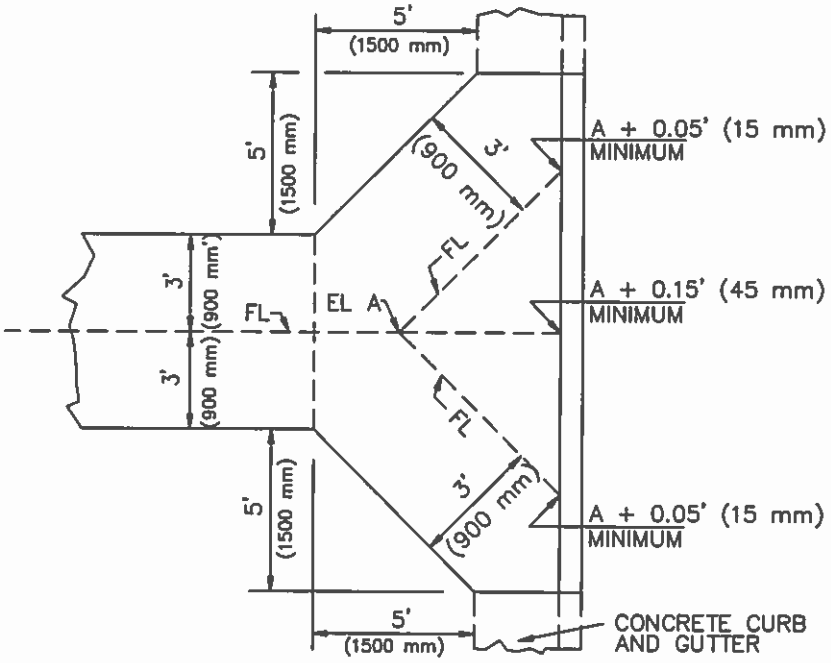
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CROSS AND LONGITUDINAL GUTTERS	**122–2**
	SHEET 2 OF 2

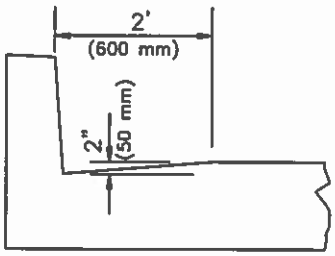


PLAN



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

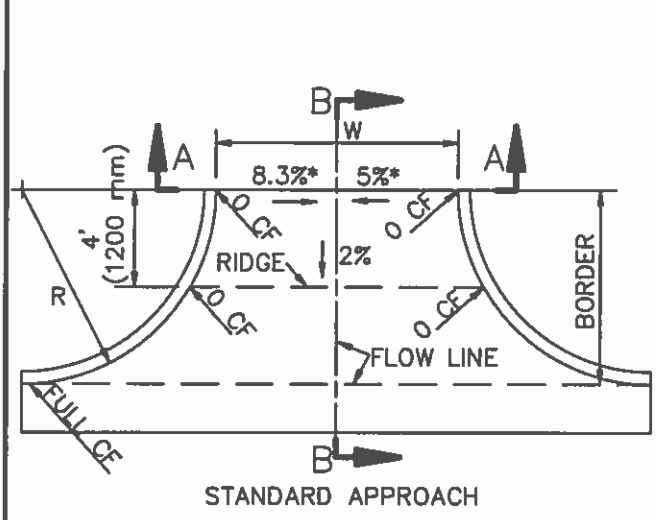
STANDARD PLAN 123–2

SHEET 1 OF 2

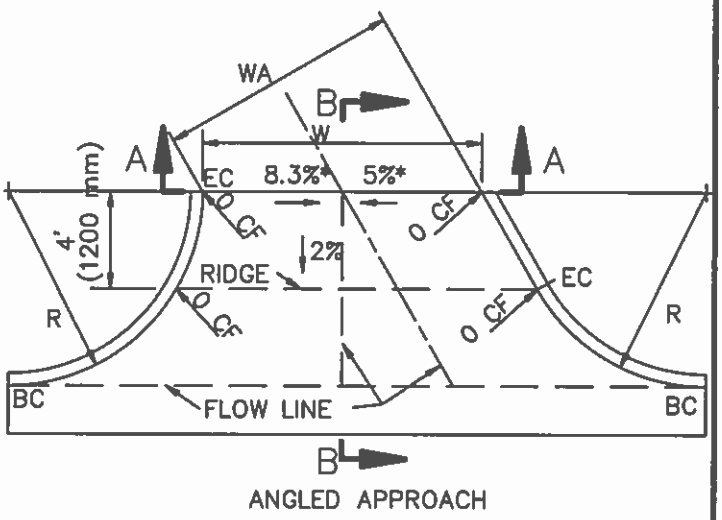
NOTES:

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.

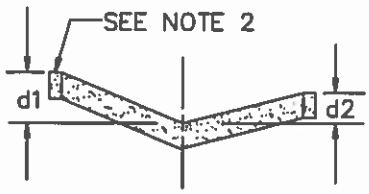
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CROSS GUTTER AT T INTERTERSECTIONS	123–2
	SHEET 2 OF 2



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

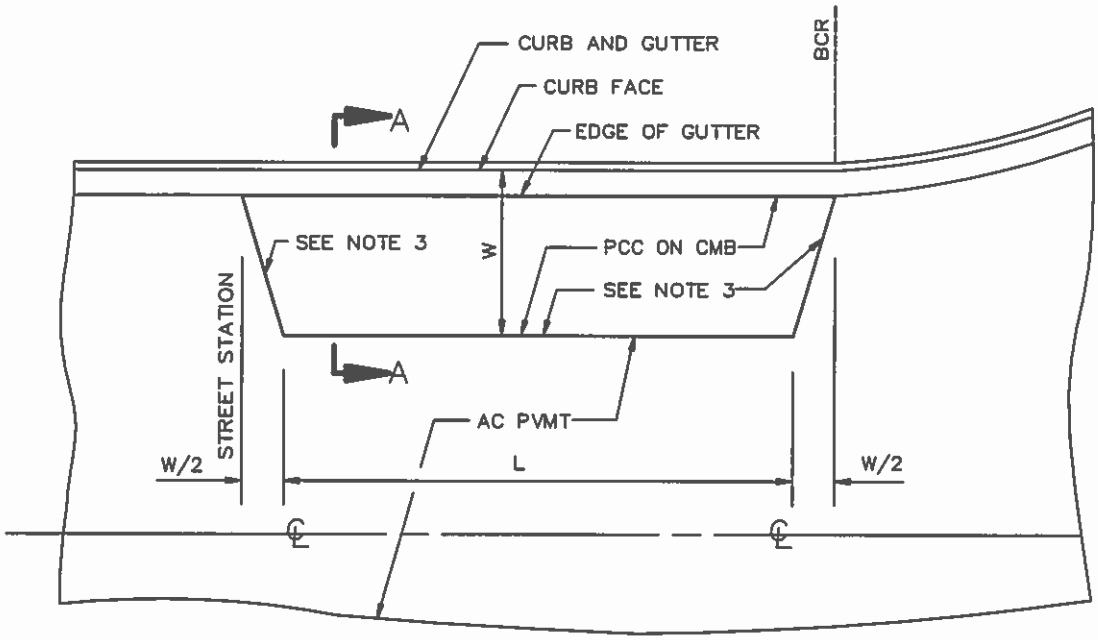
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

ALLEY INTERSECTION

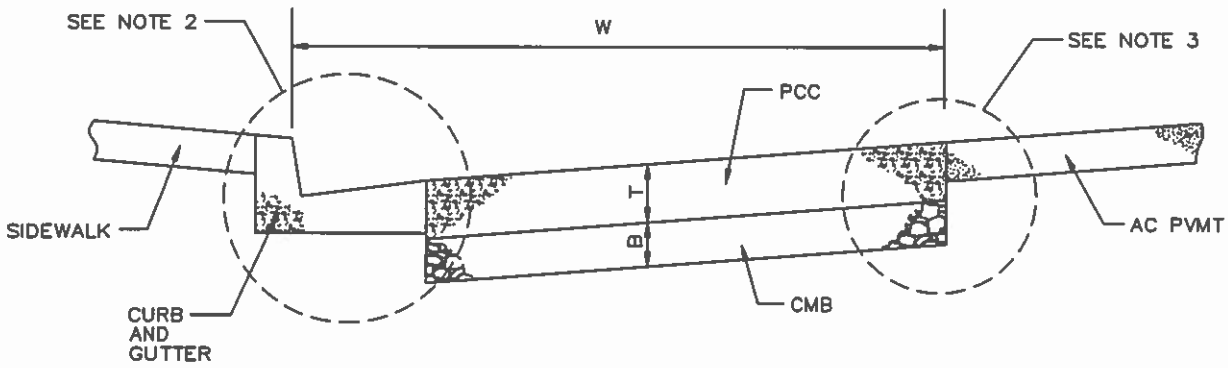
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 130–2

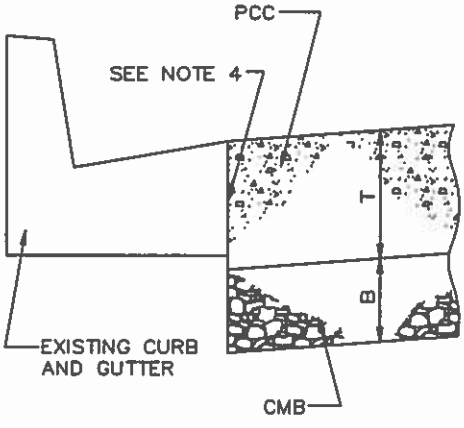
SHEET 1 OF 1



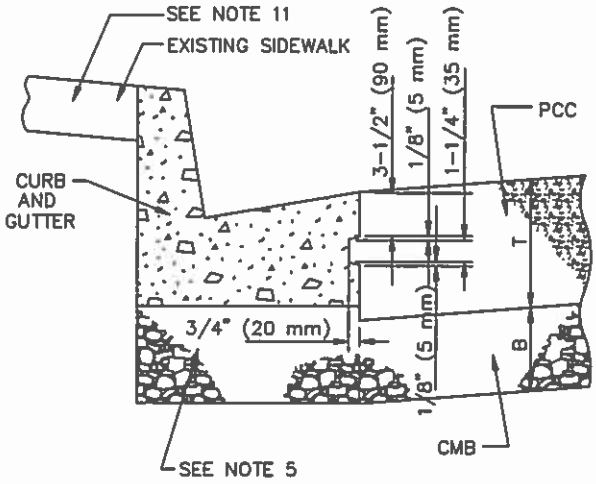
TYPICAL BUS PAD



SECTION A–A



SECTION B–B



SECTION C–C

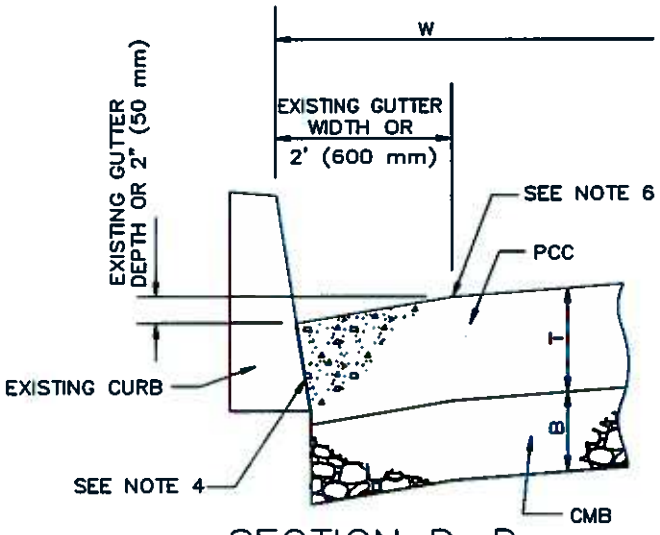
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1993
REV. 1996, 2009

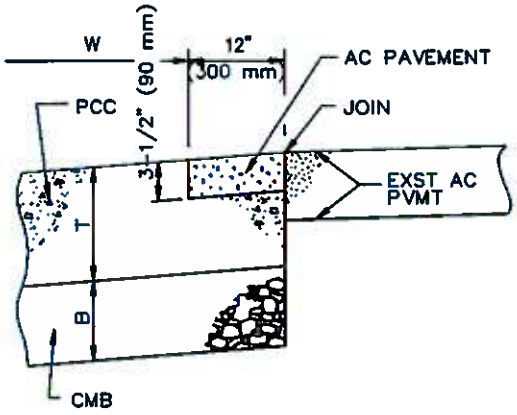
CONCRETE BUS PAD

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN
131–2
SHEET 1 OF 2

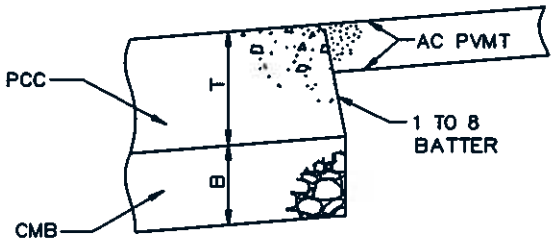


SECTION D–D



SECTION E–E

SEE NOTE 14

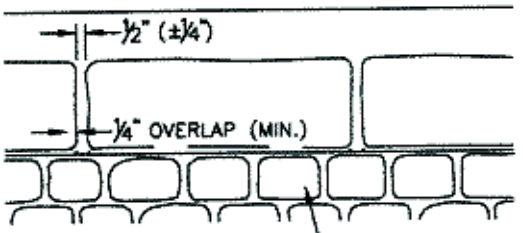


SECTION F–F

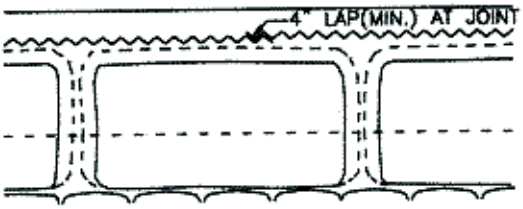
NOTES:

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.

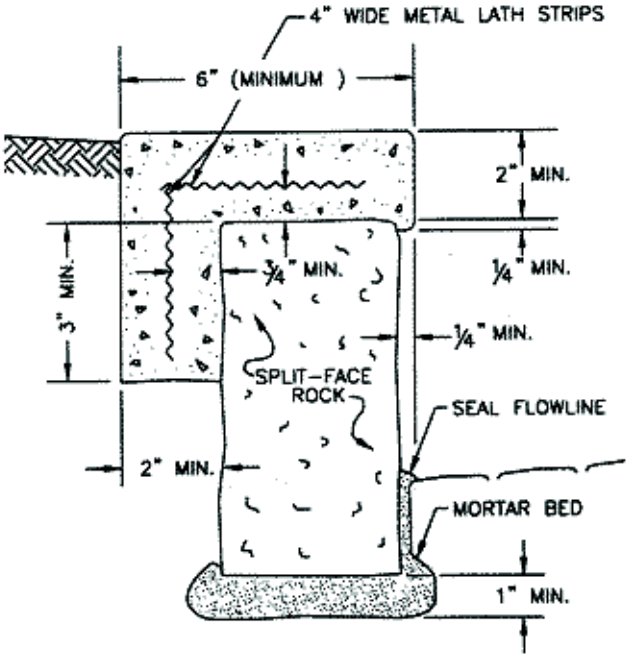
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CONCRETE BUS PAD	**131–2**
	SHEET 2 OF 2



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

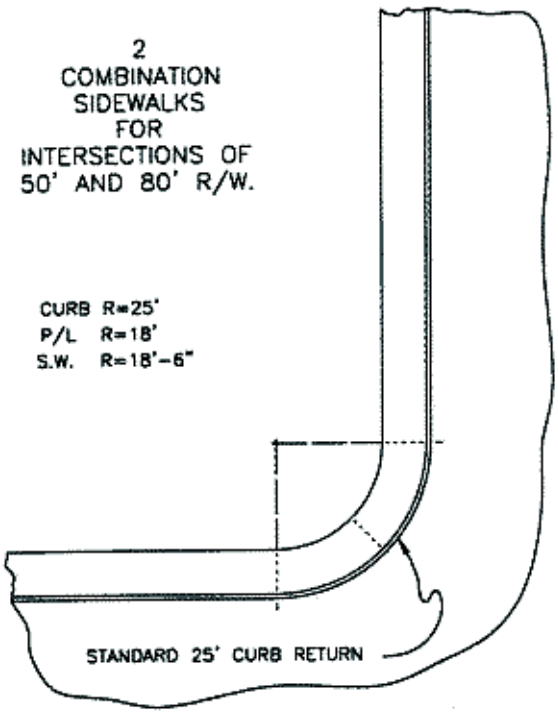
DRAWN BY: ANTHONY MACKESY
CHECKED BY: ALAN GRIFFITHS
DATE: DECEMBER 15,1998
APPROVED BY: _____
PUBLIC WORKS DIRECTOR
DATE: 2/12/99 R.C.E. No. 28129

CITY OF REDLANDS
PUBLIC WORKS DEPARTMENT

SPLIT–FACE ROCK CURBING

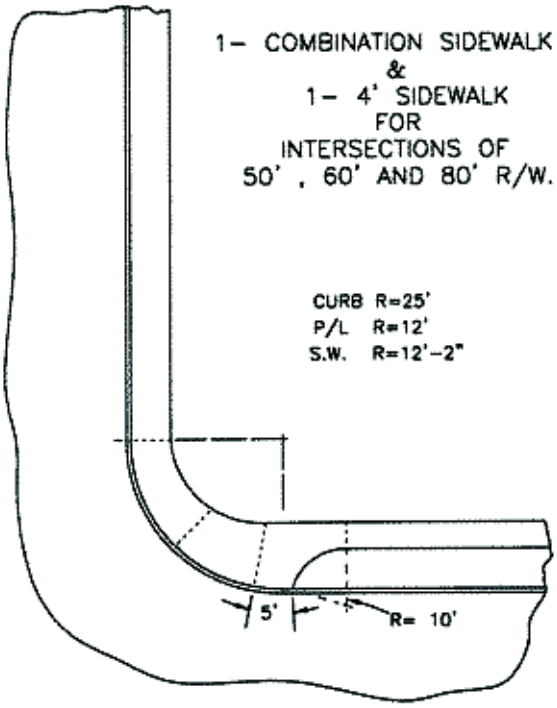
2
COMBINATION
SIDEWALKS
FOR
INTERSECTIONS OF
50' AND 80' R/W.

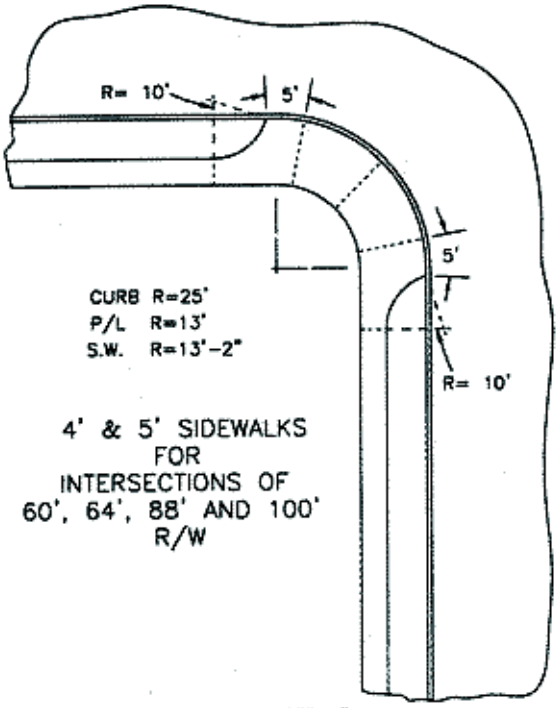
CURB R=25'
P/L R=18'
S.W. R=18'-6"



1- COMBINATION SIDEWALK
&
1- 4' SIDEWALK
FOR
INTERSECTIONS OF
50', 60' AND 80' R/W.

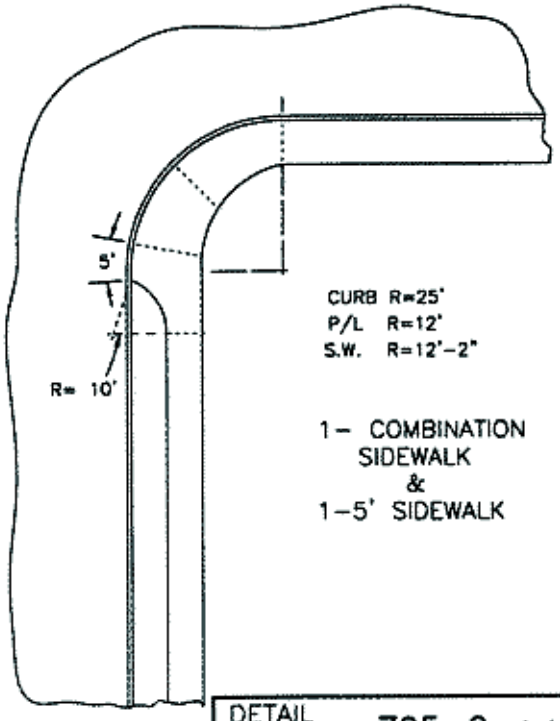
CURB R=25'
P/L R=12'
S.W. R=12'-2"





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

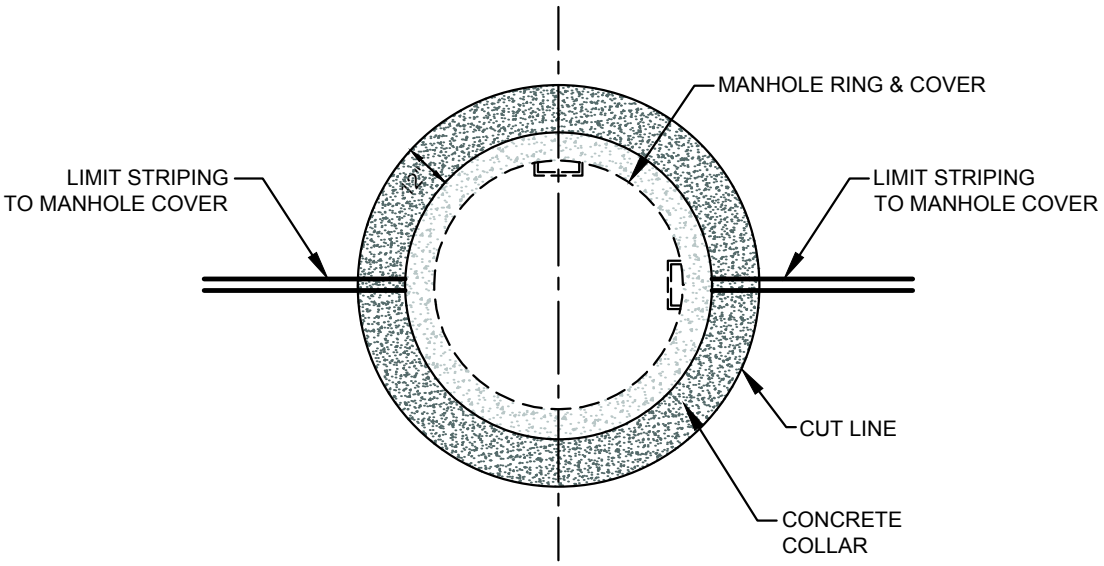
NOTE: SEE SPECS FOR JOINT DETAILS
------ DOTTED LINES INDICATE SCORING.

DETAIL
DWG. No. 705-0 1 of 1

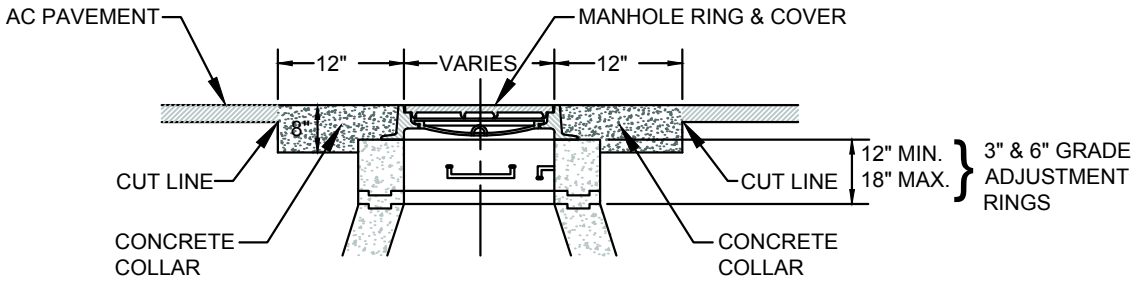
DRAWN BY: ANTHONY MACKESY
CHECKED BY: ALAN GRIFFITHS
DATE: DECEMBER 16,1998
APPROVED BY:
PUBLIC WORKS DIRECTOR
DATE: 2/12/99 R.C.E. No. 28129

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

PERMITS

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Application for Road / Encroachment Permit

City of Redlands - Municipal Utilities & Engineering Department

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Contractor: _____ USA ID No.: _____

Contractor License No.: _____ Type: _____ Cal OSHA No.: _____

I hereby request permission to construct/install improvements/facilities within the City of Redlands road right-of-way at the following location:

Construction Start Date: _____ Anticipated Completion Date: _____

Development No.: _____ Plan No.: _____

Street Name: _____

Cross Streets: _____

Address: _____

and for the purpose of performing the following work:

_____

_____

Applicant/Agent Signature: _____ Date: _____

In accordance with Plans approved by the Municipal Utilities & Engineering Director and/or the Standard Specifications and Detail Drawings of the City of Redlands for the **quantity and type** of improvements listed below:

SHADED AREA FOR OFFICIAL USE ONLY

_____	EA	Driveway Appr, Res/Comm	$ 49.00	/ EA	=$	_____
_____	SF	Sidewalk	$ 0.09	/ SF	=$	_____
_____	SF	Cross Gutter/Spandrel	$ 0.58	/ SF	=$	_____
_____	LF	Curb & Gutter	$ 2.19	/ LF	=$	_____
_____	LF	Curb/Berm	$ 2.62	/ LF	=$	_____
_____	SF	Asphalt Pavement	$ 0.04	/ SF	=$	_____
_____	SF	Crushed Aggregate Base	$ 0.04	/ SF	=$	_____
_____	EA	Street Light	$ 81.00	/ EA	=$	_____
_____	EA	Traffic Signal - New	$ 2,152.00	/ EA	=$	_____
_____	EA	Traffic Signal - Modification	$ 1,737.00	/ EA	=$	_____
_____	CY	Reinforced Concrete	$ 89.00	/ CY	=$	_____
_____	LF	Storm Drain Pipe	$ 8.00	/ LF	=$	_____
_____	EA	Curb Inlet/Outlet Structures	$ 67.00	/ EA	=$	_____
_____	EA	Storm Drain Manhole/Junction Box	$ 67.00	/ EA	=$	_____
_____	EA	Curb Core	$ 62.00	/ EA	=$	_____
_____	LF	Sewer Main	$ 0.95	/ LF	=$	_____
_____	EA	Sewer Manhole	$ 67.00	/ EA	=$	_____
_____	EA	Sewer Cleanout	$ 134.00	/ EA	=$	_____
_____	EA	Sewer Lateral	$ 67.00	/ EA	=$	_____
_____	LF	Water Main - Potable	$ 1.09	/ LF	=$	_____
_____	LF	Water Main - Non-Potable	$ 1.09	/ LF	=$	_____
_____	EA	Fire Hydrant Assembly	$ 66.00	/ EA	=$	_____
_____	EA	Water Service Lateral	$ 26.00	/ EA	=$	_____
_____	EA	Water Shutdown	$ 67.00	/ EA	=$	_____
_____	EA	Fire Service	$ 58.00	/ EA	=$	_____
_____	LF	Excavation/Utility Trench	$ 1.25	/ LF	=$	_____
_____	SF	Street Patch	$ 0.67	/ SF	=$	_____
_____	SF	Warranty Fee (Street Cut)	$ _____	/ SF	=$	_____
_____		_____	$ _____	/	=$	_____
_____		_____	$ _____	/	=$	_____

SUBTOTAL PERMIT FEE $ _____

PERMIT FEE work complete within specified date from issuance = $ 219.00 fee. **$219.00**

PENALTY FEE 25% of total permit fee if issued after commencement of work $ _____

($250.00 minimum fee)

(Effective 06/02/09) **TOTAL ENCROACHMENT PERMIT FEE** $ _____

Redlands Regular Meeting of 02-06-24

Truck Route Permit Required: ☐ YES ☐ NO

Closure Permit With Traffic Plan Required: ☐ YES ☐ NO

Water Shutdown Required: ☐ YES ☐ NO

Bond Required: ☐ YES ☐ NO

Conduit Material: _____

Conduit Size: _____

Calculated By

Inspected by

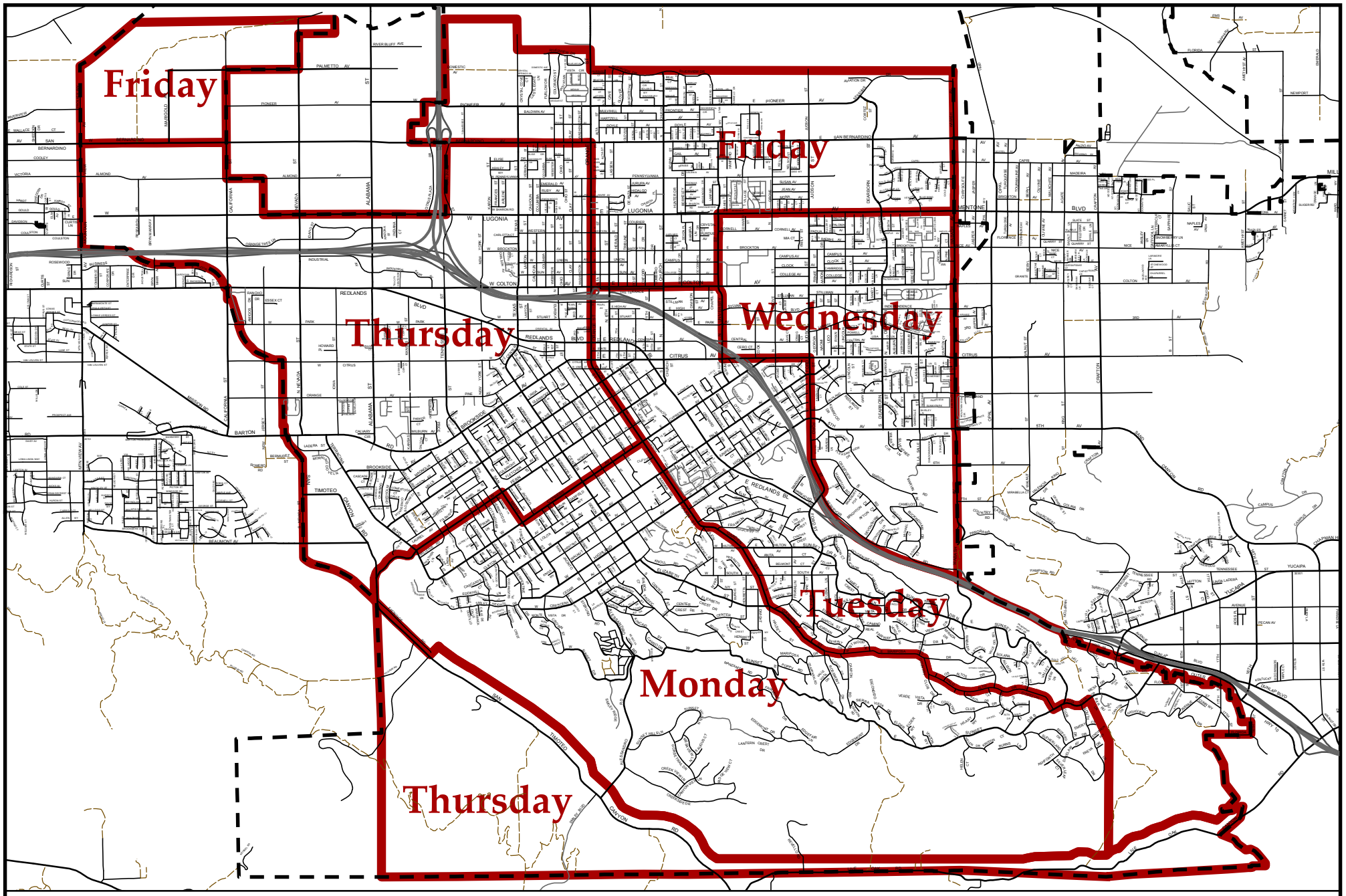
Municipal Utilities & Engineering

Approved By

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APPENDIX E
TRASH COLLECTION SCHEDULE

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Solid Waste Collection Days

City of REDLANDS "A City That Works"

November 15, 2013

Scale

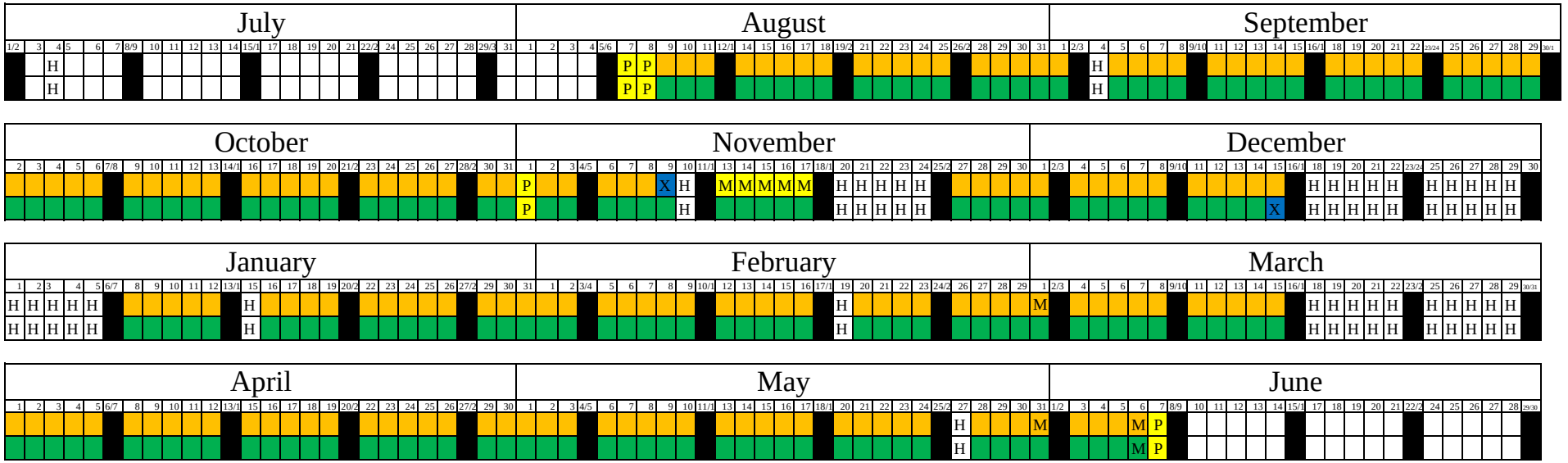
0 0.25 0.5 0.75 1 Miles

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APPENDIX F
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

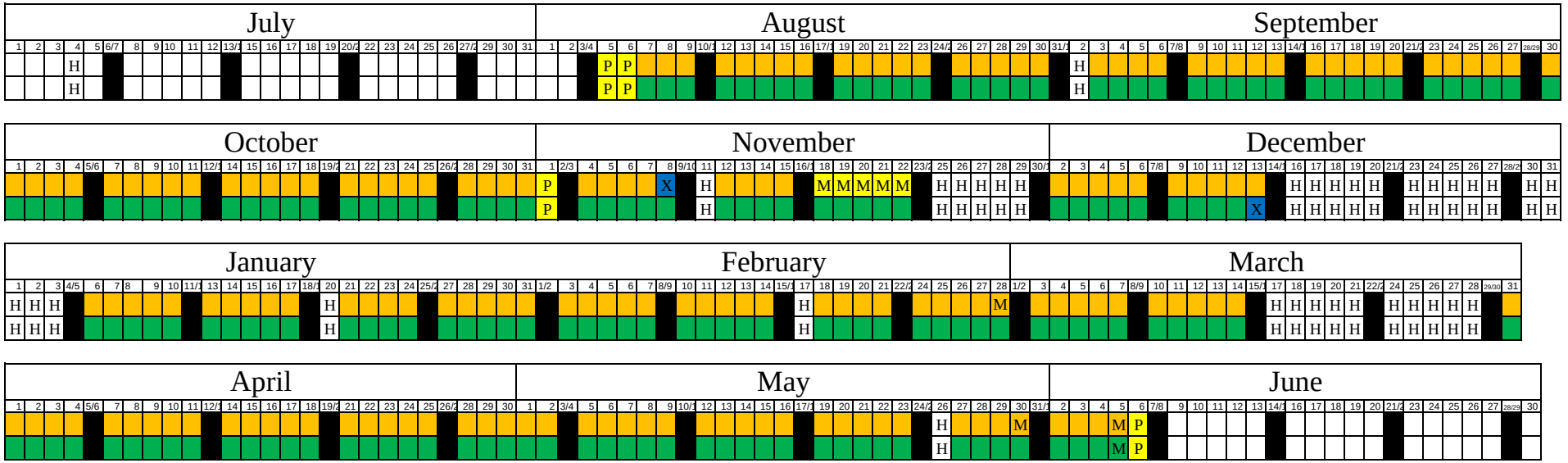
H - Holidays - NO ATTENDANCE

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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REDLANDS UNIFIED SCHOOL DISTRICT
STUDENT ATTENDANCE CALENDAR
2024-2025
ALL REDLANDS SCHOOLS



Elementary
Secondary

P Staff Professional Day (No Students In Attendance)
M Minimum Day - Conferences/Report Card Preparation
H Holiday (No Students In Attendance)
X Report Card Day (No Students In Attendance)

Student Attendance Days - 180
Teacher Attendance Days - 185

End of Quarter and Semester Dates - Grades TK/K and 6-12

Quarter 1 - October 6
42 days
Quarter 2 / Semester 1 - December 15
43 days Quarter 2
85 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
62 days
Trimester 2 - March 1
61 days
Trimester 3 - June 6
58 days

H - Holidays - NO ATTENDANCE

LABOR DAY	September 2
VETERANS DAY	November 11
THANKSGIVING RECESS	November 25 - 29
WINTER RECESS	December 16 - January 3
MARTIN LUTHER KING DAY	January 20
PRESIDENTS' DAY	February 17
SPRING BREAK	March 17 - March 28
MEMORIAL DAY	May 26

Board Approved: 03/14/2023

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APPENDIX G
CITY OF REDLANDS CONTRACTOR SAFETY PROGRAM

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THE CITY OF REDLANDS

CONTRACTOR SAFETY PROGRAM

Rev. June 15, 2021

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CONTRACTOR SAFETY PROGRAM

I. Policy

The purpose of this Contractor Safety Program ("CSP") is to ensure, as best as reasonably possible, the protection and safety of all persons and property during construction activities undertaken by private contractors on behalf of the City of Redlands ("City"). The City has a comprehensive and structured approach in outsourcing services performed on City facilities by third-party persons and entities ("Contractor(s)"). The first phase of this comprehensive approach includes actively screening Contractors based on safety records, safety performance, and safety compliance. After the qualified Contractor is awarded a contract, the Contractor must then ensure compliance with all local, state, federal and Cal/OSHA regulations applicable to the contracted scope of work, and requirements set forth within this CSP. The Contractor, its agents, and personnel must adhere to the policies and procedures set forth by this CSP and all applicable laws and regulations.

II. Authority

California Code of Regulations, Title 8, Section 336.10 "Determination of Citable Employer"
California Code of Regulations, Title 8
"Greenbook" Standard Specifications for Public Works Construction
Redlands Municipal Code
California Building Code

III. Scope

This CSP applies to all Contractors who provide or render construction or improvement services for City-owned property and facilities.
The Contractor services covered under this CSP include, but are not limited to, the following:

A. New construction;
B. Remodeling;
C. Facility maintenance or repair;
D. Equipment installation or maintenance; and
E. Services (i.e. janitorial, fleet operations, landscaping, etc.)

Consultants/ Professional service providers are exempt from having to submit a Safety Prequalification Questionnaire ("SPQ"), prior to the beginning of work, but they are expected to be compliant with industry best practices with regards to maintaining a safe work environment for their employees and others.

IV. Definitions

A. **Contract –** any written agreement between the City of Redlands and a Contractor, to perform a specified scope of work on City facilities. With respect to this policy, a contract includes, but is not limited to: awarded purchase orders, bids, and/ or project contracts.
B. **Construction Work –** construction, alteration, and/or repair, including painting and decorating.
C. **Contractor –** a person or entity (including all personnel) awarded a contract to perform work on City property or facilities.
D. **D.A.R.T Rate –** Injuries and illnesses severe enough to warrant: Days Away, Restrictions and Transfers. The DART rate is calculated using the following formula: Number of OSHA Recordable injuries and illnesses that resulted in Days Away x 200,000/divided by total hours worked by all employees during the year covered.

E. **Designated Work Area –** an area where it is necessary to restrict or limit entry or access of nonessential personnel or the public. Examples include work areas involving remediation abatement, demolition, excavation, and overhead lifting.
F. **Facilities –** any building or property owned by the City of Redlands.
G. **Hazard –** source or situation with a potential for harm in terms of injury or health, damage to property, damage to workplace environment, or a combination of these.
H. **Job Hazard Analysis ("JHA") –** a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. The objective is to eliminate the risk or to utilize control measures to reduce the risk.
I. **North American Industry Classification System ("NAICS") –** is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
J. **Non-compliance –** any deviation from standards, practices, processes, procedures, regulations etc. that could either directly or indirectly lead to injury or illness, property damage, damage to the workplace environment, or any combination of these criteria.
K. **Notice of non-compliance –** form provided to the Contractor by the City alerting the contractor of non-compliance with City specifications, Cal/OSHA regulations, or any other generally accepted safe work practice.
L. **Non-compliant hazardous work condition –** any hazard that is considered to be non-compliant with State or Federal safety and health regulations, City specifications, or any inconsistency with generally accepted work practices.
M. **Personnel –** all Contractor employees, contractors, sub-contractors and agents provided access to City property or facilities.
N. **Recordable Incident** – any injury or illness resulting in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness per OSHA Section 1904.7(a).
O. **Safety Tailgate –** informal safety meeting generally conducted at the job site prior to the commencement of a job or work shift.
P. **Services –** any and all, labor, duties, functions and activities required to be performed by the Contractor under the contract and any subsequent addenda.

V. Responsibilities

RISK MANAGEMENT

A. Update, maintain, and administer this CSP;
B. Maintain centralized records of training, site visit data, written programs, tailgate meetings, permits, and all other necessary contractor related documentation;
C. Provide technical assistance to Engineering personnel;
D. Attend Pre-construction meetings and progress meetings as needed;
E. Provide assistance on safety inspections as needed;
F. Review safety submittals;
G. Provide guidance on pre-qualification determination; and
H. Provide training to affected city personnel with responsibilities under this program.

PROJECT MANAGER (CITY)

The Project Manager has the authority to delegate any or all portions of this CSP to subordinates, but the Project Manager will be held accountable for their compliance. The Project Manager shall contact Risk Management, as necessary, for assistance in relation to this CSP.

A. Ensure safety hazards are addressed in a timely manner;
B. Communicate safety concerns during pre-construction meetings and progress meetings;
C. Inform impacted employees of construction activities scheduled in their work area;
D. Enforce pre-qualification procedures in bidding process; and
E. Ensure this CSP is properly executed.

INSPECTOR (CITY)

The City of Redlands construction inspector is not a safety professional and will only provide "Notice of Non-Compliance" for obvious and serious non-compliant conditions.

A. To the best of their abilities, inspect work sites for safety hazards;
B. Communicate safety concerns to Contractor;
C. Provide Contractor with "Notice of Non-Compliance" when serious conditions occur or repeat violations;
D. Collect documentation needed for construction worksites;
E. Submit documentation to Risk Management for recordkeeping;
F. Maintain photo documentation of safety hazards;
G. Never enter situations that can harm or endanger himself/ herself;
H. Never use personal protective equipment (PPE) or enter situations, which they are not trained for;
I. Contact Emergency Medical Services (911) and Risk Management in case of emergency; and
J. Attend and communicate safety concerns in progress meetings.

EMPLOYEES (CITY)

A. Immediately notify the Project Manager, inspector, or Risk Management of any safety related concerns at a Contractor job site; and
B. Contact Emergency Medical Services (911) and Risk Management in case of emergency.

CONTRACTOR

Where relevant and applicable, the Contractor's responsibilities shall include:

A. Compliance with requirements and responsibilities detailed within the Contractor Safety Program;
B. Ensure all local regulatory requirements are met and all necessary permits are obtained before conducting work on behalf of the City;
C. Designate a Project Safety Official by name who shall be available at all times to abate safety hazards;
D. Ensure all personnel have the appropriate qualifications and training to perform the contracted work (Copies of current training documentation and certifications must be on file with the City);
E. Inform City Project Manager or inspector of any job site safety hazards or concerns;
F. Inform City Project Manager if any suspected asbestos-containing material is located;
G. Conduct and submit Job Hazard Analysis (JHA) before work and as required by change of tasks;
H. Conduct and submit Safety Tailgates on a bi-weekly basis;
I. Provide all required PPE necessary to conduct work safely and in accordance with required local regulations;
J. The safety of all individuals who enter work site;
K. Spill cleanup;
L. Immediately report any incidents, accidents, near misses, unsafe conditions, or unsafe acts involving any jobsite personnel;

M. Arrange for the proper storage and removal of waste generated prior to the completion of job, and provide confirmation that the materials have been removed or disposed of in a manner compliant with all applicable environmental regulations;
N. Removing all equipment used during work activities and ensuring proper housekeeping of designated work area at the end of each workday and upon completion of the job;
O. Contact Emergency Services (911) and Project Manager in the event of an emergency; and
P. For the actions of their subcontractors, as they may pertain to this CSP, including their adherence to its contents and review of this document.

PROJECT SAFETY OFFICIAL (CONTRACTOR)

A. Shall be at the work site at all times;
B. Must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices;
C. Shall be available at all times to abate any potential safety hazards; and
D. Shall have the authority and responsibility to shut down an unsafe operation, if necessary.

VI. Program

SAFETY PREQUALIFICATION PROCESS

A. The safety prequalification process is intended to:
   - Provide the City with knowledge of past and current safety performance of Contractors working on City construction projects;
   - Improve Contractor compliance with City safety rules, including safe work practices required by applicable regulations and laws; and
   - Improve safety during Contractor activities.
B. A copy of the SPQ shall be provided to each person or entity bidding on a project, as part of the bidding process.
C. The completed questionnaire shall be returned and reviewed prior to awarding contract work, with supporting information provided as indicated by responses on questionnaire.
D. The SPQ shall be submitted to: 35 Cajon St., Suite 4
   Redlands Ca, 92373
   Attention: Project Name-Contractor Name-SPQ
E. The following criteria and information relating to the Contractor will be reviewed prior to awarding contract:
   - Contractor License;
   - Incident Rates;
   - OSHA Citations;
   - Safety Policies;
   - Safety Programs and Procedures;
   - Compliance History on City Projects; and
   - Certification Statement.
F. Contractor must qualify in each section to be approved for award of a contract.
G. If a Contractor fails to pass prequalification procedure, the City has the right to disqualify the Contractor's proposal.

H. All costs associated with compliance with City of Redlands prequalification requirements shall be at the sole expense of the Contractor.

I. If a Contractor provides information that is later determined to be false, or improperly withholds information, the Contractor will be immediately disqualified.

J. Any questions or information relating to filing this questionnaire may be answered by reaching:
   - Engineering: (909) 798-7698; or
   - Risk Management: (909) 798-7514

DISQUALIFICATION APPEAL PROCESS

This provision is established pursuant to Public Contract Code section 20101(d) which requires every public agency that requires prospective bidders to prequalify pursuant to the law to establish "a process that will allow prospective bidders to dispute their proposed prequalification rating prior to selection of an alternate bidder." If the City intends to disqualify a bidder based upon the bidder's safety record, the City will notify the bidder in writing and provide the bidder with any supporting evidence that has been received from others or adduced as a result of an investigation by the City. The notice of intention shall be sent by certified mail with return receipt requested or by overnight mail via a delivery service that provides online tracking which identifies the date of the prospective bidder's receipt of the notice, and shall include notice that the bidder has the right to, and may request a hearing to rebut any evidence used as a basis for disqualification and to present evidence to the City as to why the prospective bidder should be found qualified. Requests for a hearing must be made by written request to the City within ten calendar days of the date of the prospective bidder's receipt of the City's notice of intention. If the bidder does not request a hearing within the time allowed, the City's determination shall stand unchallenged and become final.

Within seven calendar days of receiving the bidder's request for a hearing, the City shall notify the bidder in writing of the date, time and place of the hearing. The hearing shall be held no sooner than ten (10) calendar days and no later than fifteen (15) calendar days after the notice is given. The notice shall inform the bidder of its right to present testimony and documents in support of its position.

The hearing shall be conducted before the Redlands City Manager, which may be continued from time to time as reasonably determined by the City Manager, but shall not exceed forty five (45) days. At the conclusion of the hearing, and after considering all testimony and documentation presented, the City Manager shall issue a written decision no later than five calendar days following the hearing. The City Manager's decision shall be final and is not subject to further appeal to the City.

The bidder shall not be entitled to bid on any contracts with the City until it has met the safety pre-qualification standards. If the City Manager approves an appeal, the contractor will have been deemed to meet the qualification standards and it will be valid for one year. The bidder shall have the right to withdraw its application for prequalification or its appeal at any time before the City Manager's decision becomes final. Such withdrawal will not preclude the bidder from re-applying for prequalification.

CONSTRUCTION PROJECTS

A. After a contract is awarded, the Contractor shall maintain, throughout the duration of the project, safety measures as necessary to protect the public and workers within, or in the vicinity of, the designated work zone. This includes an evaluation of the work to be performed and the hazards likely to be encountered. Contractors are expected to follow, at a minimum, all pertinent laws, rules and regulations for the location in which they will be working. Where applicable, Contractor Safety Programs will meet or exceed City programs/ procedures and are subject to review and approval by the City prior to contract execution.

B. Job Hazard Analysis ("JHA")
    1. Prior to a notice to proceed a JHA must be completed utilizing the City's form, or equivalent, to assess the hazards present in the designated work area. Any information requested on the City's form, but not stated on the equivalent form utilized, shall be provided separately with the original submission.
    2. All members of the construction unit must sign the JHA to acknowledge hazard abatement procedures.
    3. JHA must be kept at job site accessible to all impacted personnel.
    4. Failure to follow JHA procedures may lead to termination of the contract.
C. Personal Protective Equipment ("PPE")
    1. All required PPE must be worn at all times during work activities.
    2. All mandatory PPE must be highlighted in the JHA.
    3. PPE shall be provided by the Contractor.
    4. Failure to follow PPE guidelines may lead to termination of the contract.
D. Safety Tailgates
    1. Safety Tailgate Meetings must be held on a biweekly basis for all construction projects.
    2. The first meeting shall take place on Day 1, Week 1 and every other week thereafter.
    3. Tailgates shall be signed by all personnel and submitted to Construction Inspector for recordkeeping.
    4. Tailgate topics should be specific to the scope of work of the project.
E. Injury Reporting
    1. Contractors shall immediately report injuries or accidents to the Project Manager (regardless of severity). Additionally, contractors are responsible for and must also conduct accident investigations of any injuries that occur on site and provide results to the Project Manager.
    2. Use the City Incident Investigation Form (Attachment E), or equivalent, to meet this requirement.
F. Spill Prevention
    1. The Contractor is responsible for any spill within the confines of the project and those outside of the construction limits caused by the Contractor's defective equipment, containers, or personnel.
    2. Secondary spill containment systems shall be used to prevent contamination of the environment.
G. Construction in Occupied Buildings
    1. When building occupants are present during construction projects additional safeguards must be implemented to eliminate exposures and complaints. Dust/ particulates from demolition, sanding and other construction activities must be controlled by adequate ventilation, or containment and negative air ventilation systems based upon the specific type of activity and particle. Similar controls must be utilized for odorous activities including, but not limited to, carpet adhesive, painting, welding, and coatings.
    2. The Contractor shall ensure that the HVAC system is protected in order to prevent contamination. If an HVAC system is unprotected and contaminated by any construction/demolition materials, the Contractor shall be held responsible for the cost of cleaning the system and any subsequent repairs therein.
    3. Negative air ventilation systems shall have appropriate filtration and be exhausted outside of the building.

INSPECTIONS

A. Follow up inspections will be executed to enforce compliance with safety and health requirements.
B. Follow up inspections will be conducted as part of routine site inspections by construction inspector and Risk Management employees.

C. The SPQ aims to provide the City with knowledge of Contractor safety history and safety practices. This minimizes the need for increased frequency of inspections. In addition, the City will take the following guidelines into consideration when determining frequency of inspections.
    1. Scale of project;
    2. The frequency with which the number and types of hazards change as the work progresses;
    3. More frequent inspections will be implemented in the beginning of the project; and
    4. When the Contractor has never worked for the City.

TRAINING/DOCUMENTATION

A. Contractor will ensure that all personnel are properly trained for the scope of work they are assigned, as well as the equipment they will be utilizing.
B. Documentation shall be on file with the City prior to project start.
C. Personnel missing training documentation shall not be permitted to work on awarded City projects.
D. Training requirements are mandated by Federal and State Regulations. This may include, but is not limited, to the programs listed in the SPQ.

NON-COMPLIANCE

A. Contractor compliance issues shall be documented on the "Notice of Non-Compliance" form. A copy of this form shall be provided to Contractor for completion.
B. Upon receipt of the completed "Notice of Non-Compliance" form, the Project Manager and Risk Management will evaluate, based on the incident, and identify, as appropriate, any additional corrective and/or preventive actions for completion.
C. If immediate correction is not feasible, the project will be temporarily stopped until the issue is adequately resolved.
D. City staff with authority to stop work are:
    1. Construction Inspector;
    2. City Project Manager;
    3. City Manager; and
    4. Risk Management staff.
E. Any violation or deviation from safety rules, procedures, or regulations, based on evaluation, may be subject to any and all disciplinary actions listed as follows:
    1. Verbal warning
    2. Written warning-Notice of Non-Compliance (work may not continue until approved corrections are implemented);
    3. Dismissal of non-complying personnel; and/or
    4. Termination of Contract.

The City of Redlands maintains the right to terminate any contract for the violation of safety issues without liability to the City.

CITY PERSONNEL

A. All affected City employees will be informed in advance of any construction related work or other contract work which has the potential for impacting their workplace. Notifications will be made to all affected employees via e-mail or written memo by the Project Manager or designee. Notifications must include the following information:
    1. Start and end dates of the work to be completed;
    2. Work areas to be affected;

3. Description of work to be completed;
4. Name and phone number of Project Manager;
5. Name and phone number of Construction Inspector; and
6. Name and phone number of Risk Management.

B. Employees should be instructed to notify Project Manager regarding logistical issues or other concerns. Safety and Health concerns should be directed to either the Project Manager, Inspector, or Safety Specialist.

VII. Recordkeeping

The City's Human Resources / Risk Management Department will maintain all records prepared in association with this CSP, with copies also place on file with the office of the City Clerk.

VIII. Additional References

https://www.dir.ca.gov/title8/336_10.html

City of Redlands
Acknowledgment of Receipt Statement

I acknowledge by signing this document, that I have received and reviewed the City of Redlands' Contractor Safety Program and understand that it contains important information on the City's policies and procedures regarding employee safety as it pertains to Contractor activities. Furthermore, I acknowledge that failure to comply with any of these procedures may lead to termination of the contract with the City.

_____	_____
Contractor Signature	Contractor Title:
_____	_____
Contractor Name (Print)	Date Signed

If you have any questions regarding this document, please contact the Risk Management Division at (909) 798-7514.

CITY OF REDLANDS
SAFETY PREQUALIFICATION QUESTIONNAIRE

Omitting or reporting false information on this questionnaire may result in disqualification of bid. The City of Redlands reserves the right to conduct random or for-cause audits of information stated in this questionnaire. If deemed necessary, additional documentation may be requested by the City to verify responses on this questionnaire.

SECTION 1 – GENERAL INFORMATION

Company Name:	
Contractor License #:	Expiration Date:
Address:	
City:	State: Zip Code:
Name of Person Submitting Application:	
Title:	Telephone #:
Email Address:	
Identify the highest ranking Safety/Health Professional in your Company:	
Name:	
Title:	Telephone #:

SECTION 2 – INCIDENT RATES & WORKER'S COMPENSATION INFORMATION

INCIDENT RATES **Provide your actual injury and illness data below:**	Provide the NAICS Code Number that best represents your Firm:_____ Provide any additional numbers here: _____

(Provide three full years of data)	Last Calendar	2 Years Ago	3 Years Ago
Number of hours worked by all employees:			
Total Recordable Incident Rate*:			
D.A.R.T. Rate*:			
Total Number of Fatalities:			

Incident Rate = [(Total Recordable Cases X 200,000 hours)/ Number of hours worked by all employees]

D.A.R.T. Rate = [(Total Number of entries for Days Away, Restricted and Job Transfer X 200,000 hours)/ Number of hours worked by all employees]

If your latest incident rates and D.A.R.T. rates are greater than 100% of the industry average for all your NAICS code Numbers Listed, your bid may be disqualified.

The industry average can be found at www.bls.gov

WORKERS' COMPENSATION INFORMATION

1. Provide your Workers' Compensation Experience Modification Rate (EMR) Data:

	Policy Year	EMR
Current EMR*		
1 Year Ago:		
2 Years Ago:		
3 Years Ago:		

* If your current EMR is greater than 1.25, initialing here certifies that you will provide a competent, full- time person or representative responsible for safety for all City projects:_____

* Initialing here certifies that your firm does not have an EMR:_____
(Submit a copy of your firm's Loss Run Reports for the last three years if your firm does not have an EMR.)

Name of your firm's Workers' Compensation carrier:

Phone Number of Workers' Compensation carrier

2. Is your firm self-insured for Workers' Compensation claims?	Yes ❒	No ❒
(If yes, please attach a copy of the latest Annual Report to the State of California Department of Industrial Relations and/or State of California Certificate of Self-Insurance.)		

SECTION 3– CITATION HISTORY

1. Has your firm received any regulatory citations in the last three years?	Yes ❒	No ❒
If yes, please answer the question below.		

2. Were any of the confirmed (Closed) citations classified as Serious, Willful, Repeat, or Failure to abate?	Yes ❒	No ❒
3. If yes, please explain:		
4. Have you abated all of the citations issued to you in the last three years	Yes ❒	No ❒
If no, please explain abatement action plan:		

SECTION 4 – SAFETY POLICIES

	Questions (Please check YES or NO)	YES	NO*
1.	Does your company provide and adhere to a written Illness Prevention Program (IIPP) (CCR Title 8 §3203(a))? If yes, a copy of the program will be required on-hand at the job site throughout the duration of the contract. Please attach a copy to your bid proposal.	☐	☐
2.	Does your company provide and conduct Tailgate Meetings, or equivalent with employees at least every 10 working days. (CCR Title 8 §1509(e))	☐	☐
3.	Does your company have a policy for disciplinary action for unsafe behavior ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203(a)(2))	☐	☐
4.	Does your company provide and abide by a written Code of Safe Practices that relates to your firm's operations. (CCR Title 8 §1509(b)) If yes, a copy of the Code of Safe Practices will be required on-hand at the job site throughout the duration of the contract. Please attach a copy with your bid proposal.	☐	☐
5.	Does your company perform JHAs? (CCR Title 8 §1511(b)	☐	☐
6.	Does your company provide training and retraining programs for ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203 (a)(2), (a)(7)	☐	☐
7.	Does your company provide training and retraining programs for ensuring employee compliance	☐	☐

*Please provide reason(s) for NO answer in the box below or on a separate sheet of paper.

Failure to provide the above-referenced documents will result in the contractor's bid being disqualified.

SECTION 5 – SAFETY PROGRAMS AND PROCEDURES

PLEASE ANSWER ALL QUESTIONS BY CHECKING YES OR NO, AND ATTACHING APPROPRIATE DOCUMENTS THAT MAY APPLY OR AS REQUESTED.

		YES	NO
1.	**Is Confined Space work anticipated in the scope of the work awarded? (If no, please proceed to Question 2)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Confined Space Entry Procedure	☐	☐
	List of personnel authorized on jobsite to work in confined space(s)	☐	☐
	List of personnel authorized on jobsite to serve as Rescue Team	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

2.	**Is work requiring Lockout/Tagout protocols anticipated in the scope of the work awarded? (If no, please proceed to Question 3)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Lockout/Tagout (LOTO) Procedure	☐	☐
	List of personnel authorized on jobsite to perform LOTO	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

3.	**Is work requiring a personal lift anticipated in the scope of the work awarded? (If no, please proceed to Question 4)**	☐	☐
	If yes, please attach the following:	Attached?	
	List of personnel authorized on jobsite to use lifts	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

4.	**Is work requiring a forklift anticipated in the scope of the work awarded? (If no, please proceed to Question 5)**	☐	☐
	If yes, please attach the following:	Attached?	
	List of personnel authorized on jobsite to use a forklift	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

5.	**Is work requiring a crane anticipated in the scope of the work awarded? (If no, please proceed to Question 6)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Crane Program	☐	☐
	Copy of all expected Crane operators' Certifications	☐	☐
	List of personnel designated as Competent under Crane program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

6.	**Is Hot Work (as defined by OSHA) anticipated in the scope of the work awarded? (If no, please proceed to Question 7)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hot Work Procedure	☐	☐
	List of personnel authorized on jobsite to perform Hot Work	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

7.	**Is Trenching/ Excavation work anticipated in the scope of the work awarded? (If no, proceed to Question 8)**	☐	☐
	Is a plan in place for the disposal of all material that cannot be returned to the trench/ excavation?	☐	☐
	Are appropriate materials for barricading or securing work area at jobsite?	☐	☐
	Has a permit from the Department of Industrial Relations for excavations deeper than 5 feet been obtained?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Trenching/ Excavation Procedure	☐	☐
	Copy of Permit if trench is to exceed depth of 5 feet	☐	☐
	List of personnel designated as Competent under Trenching/ Excavation Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

8.	**Is electrical work anticipated in the scope of the work awarded? (If no, proceed to Question 9)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Electrical Safety Program	☐	☐
	List of personnel designated as Competent under Electrical Safety Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

9.	**Is work that may have an arc flash potential anticipated in the scope of the work awarded? (If no, proceed to Question 10)**	☐	☐
	Are all materials required to safely perform arc flash present?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of Arc Flash Procedure	☐	☐
	List of personnel designated as Competent under Arc Flash Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

10.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 11)?**	☐	☐
If yes, please attach the following:		Attached?	
Copy of written Hearing Conservation Program		☐	☐
List of personnel working in high noise areas		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

11.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 12)?**	☐	☐
* Copies of SDS for Chemicals used must be kept at jobsite			
Please attach the following:		Attached?	
Copy of written Hazard Communication Program		☐	☐
List of personnel performing work with chemicals		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐
List trade names of all hazardous materials which you will be using on site:			

12.	**Is work on or adjacent to public roadways anticipated in the scope of the work awarded. (If no, proceed to Question 13)**	☐	☐
Do you have the appropriate provisions (signs, devices, barricades/)		☐	☐
Please attach the following:		Attached?	
Please provide a list of personnel working in traffic areas.		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

13.	**Is it anticipated in the scope of the work awarded that exposure to asbestos is possible? (If no, proceed to Question 14)**	☐	☐
Please attach the following:		Attached?	
Copy of written procedure(s)		☐	☐
List of personnel working with potential exposure to asbestos		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

14.	**Is it anticipated in the scope of the work awarded that exposure to silica is possible? (i.e. sandblasting, concrete demolition, concrete saw cutting, surface grinding, etc.) (If no, proceed to Question 15)**	☐	☐
Please attach the following:		Attached?	
Copy of Silica Control Plan		☐	☐
List of personnel working with potential exposure to silica		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

15.	**Is work at heights anticipated in the scope of the work awarded? (If no, proceed to Question 16)**	☐	☐
Please attach the following:		Attached?	
Copy of written Fall Protection Program		☐	☐
List of personnel designated as Competent under Fall Protection Program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

16.	**Is work requiring the use of respirators anticipated in the scope of the work awarded? (If no, proceed to Question 17)**	☐	☐
Please attach the following:		Attached?	
Copy of written Respiratory Protection Program		☐	☐
List of personnel using respirators		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

17.	**If the scope of work to be performed is not adequately represented by questions (1-16), please list any additional Health & Safety concerns below.**

SECTION 6 – COMPLIANCE HISTORY ON CITY PROJECTS

In addition to the previous sections, Contractors that have previously been awarded work by the City, will be equally evaluated on their compliance history in relation to City projects.

SECTION 7 – CERTIFICATION STATEMENT

I Certify under penalty of perjury that:

a. the information contained herein is true and correct to the best of my knowledge, and

b. no attempt has been made to give false or misleading information or to withhold any information.

Signature of Authorized Representative:	Title of Authorized Representative
Printed Name of Authorized Representative	Date Signed:

NOTICE OF NON-COMPLIANCE

Project: _____

Contractor: _____

Notice of Non-Compliance was issued to Contractor's representative, _____,
Name

on _____ at _____.

The following unsafe behaviors were observed at the Contractor's job site:

_____
_____
_____
_____
_____
_____
_____

If the unsafe condition is not immediately corrected, the City of Redlands may take disciplinary action in accordance with the Contractor Safety Program guidelines.

_ _

To be completed by Contractor

Corrective action plan to abate hazards:

_____
_____
_____
_____
_____
_____

Unsafe Condition Resolved: Date: _____ Time: _____

Remarks:

_____
_____
_____
_____
_____
_____

Job Hazard Analysis

Project:			
Company:	Project Safety Official:	Project Manager (City):	
Scope of Work:		Location:	Date:

Tasks	Potential Safety Risks/Hazards	Safety Controls/Mitigat	Required PPE
			☐ Hard Hat ☐ Safety Vest ☐ Safety Glasses/Goggles ☐ Safety Boots ☐ Respirator ☐ Safety Gloves ☐ Face Shield ☐ Fall Protection ☐ Other: _____ _____ _____ _____

Signatures of Employees On-Site this JHA is applicable to:

Employee Signature:	**Print Name:**	**Date:**

INCIDENT INVESTIGATION FORM

Date of Incident:	Time of Incident:	Date Reported:
Lead Investigator:	Contact Information:	
Contractor:	Employee Name:	
Witness 1 Name:	Telephone:	
Witness 2 Name:	Telephone:	
Incident Site/ Location		
Incident Summary:		
Near Miss Yes No	Incident Severity: Minor Significant Major Critical	
Root Cause(s):		
Corrective Actions:		

City Council Meeting **K. 3.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a purchase order modification with Enterprise FM Trust for a vehicle lease and maintenance program for an amount not to exceed $1,878,305, and approval of the list of authorized signers for the Enterprise Fleet Management Program (Facilities and Community Services Department Director Crocker)

MOTION(S):

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

1. I move to approve a purchase order modification with Enterprise FM Trust for a vehicle lease and maintenance program for fiscal year 2023-24 to a total amount not to exceed $1,878,305; and

2. I move to approve the list of authorized signers for the Enterprise Fleet Management program.

RECOMMENDATION:

Staff Recommends that the City Council approve a purchase order modification with Enterprise FM Trust for a vehicle lease and maintenance program for Fiscal Year 2023-24 to a total amount not to exceed $1,878,305.

Staff further recommends City Council approve the list of authorized signers to allow designated staff to execute Enterprise Schedules to the Master Lease Agreement for individual motor vehicles, together with any other necessary documents in connection with those Schedules.

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.

This lease and maintenance program was set up as an "open-ended" lease structure which allows the City to replace more vehicles with less upfront capital. Below are highlights of the program:

- The City has all rights of ownership and can equip vehicles with aftermarket parts (utility bodies, lighting, toolboxes, etc.).
- Leasing minimizes the amount of large capital outlays necessary for purchasing vehicles.
- The City established a proactive fleet replacement plan to acquire vehicles on a more consistent basis, thus ensuring the most up-to-date safety and fuel standards.
- More frequent replacement ensures a higher percentage of the fleet is covered by the manufacturer's warranty.
- By undertaking this program and using a 10-year analysis, the City could save approximately $1,904,758 over 10 years, or an average sustainable amount of approximately $136,479 per year-long term.

The original fleet replacement plan included the replacement of 240 City vehicles from 2019 through 2023 and was expected to result in a combined fund savings of $1.2 million over a 5-year period. However, due to unprecedented vehicle shortages and budget constraints related to the Coronavirus Pandemic, the City was only able to replace 70 vehicles during the first four years of the program. Despite those constraints, the addition of the initial 70 vehicles greatly reduced the average age of the City's light and medium-duty vehicles and improved safety, as can be seen in the table below.

Statistics for the 240 vehicles in the program as of 2019	Status as of 2023
43% were over 10 years old (older than 2009)	Reduced to 27% older than 2009 37% are older than 2013
10 vehicles predate Airbags standards (1998)	All vehicles meet Airbag Standards
88 out of 240 vehicles predate Anti-lock Brake standards (2007)	Reduced to 57 vehicles older than 2007
112 out of 240 vehicles predate Electronic Stability Control standards (2012)	Reduced to 78 vehicles older than 2012

During the 2023-24 Fiscal Year, more vehicles have become available, with a total of 72 vehicles scheduled to be delivered prior to June 2024. Therefore, a purchase order modification is required to account for the lease, maintenance, and down payment amounts related to vehicles available for lease. The City Council approved the initial contract amount not to exceed $3 million, which only included the lease and maintenance expenses. With this purchase order modification, the total contract shall be in an amount not to exceed $4,299,082 through June 2024 and the purchase order will be in an amount not to exceed $1,878,305. Of this amount, $1,062,767 is for lease payments, $779,565 is for down payments, DMV, and other fees, and $35,973 is set aside for the maintenance program.

The 72 vehicles will be delivered over the next six months. However, to ensure enough funds are available, the purchase order modification amount accounts for six months of lease and maintenance costs. Once all the vehicles have been delivered, there will be 142 vehicles within the Enterprise lease and maintenance program at an average annual cost of $13,227 per vehicle.

The authorized signer form is also being updated to add City Manager Duggan, Jr., update Assistant City Manager Boatman's title and add Facilities and Community Services Director Tabitha Crocker.

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 D, Sustainability, Strategic Objective: Fiscal

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
Danielle Garcia, Management Services/Finance Director
Brian Desatnik, Development Services Director
Rich Sessler, Fire Chief
John Harris, Municipal Utilities and Engineering Director
Rachel Tolber, Police Chief
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:	N
Amount:	$1,299,082
Budgeted Y/N:	Y
Account No.:	Various
Discussion:	

Sufficient funding for this service is included in the applicable department's budget for Fiscal Year 2023-24 as approved by City Council. Costs associated with any future lease agreements will be included in subsequent budget requests prepared by the Departments.

The five-year contact amount will be increased to an amount not to exceed $4,299,082. The Fiscal Year 2023-24 purchase order will be increased by $1,299,082 from an amount of $579,223.04 to an amount not to exceed $1,878,305.

Attachments

A. FY 2023-24 Purchase Order Enterprise FM Trust

B. Authorized Signor Form

PURCHASE ORDER

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

Purchase Order Number **22400551**

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

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.
.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	DSD BUILDING & SAFETY LEASE Ship Email:adavis@cityofredlands.org	1.0000	EA	$5,977.0800	$5,977.08
2	DSD BUILDING & SAFETY MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000	EA	$416.1600	$416.16
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	PD LEASE Measure T FCS22001 Ship Email:adavis@cityofredlands.org	1.0000	EA	$155,720.2800	$155,720.28
6	PD MAINTENANCE ON AN AS NEEDED BASIS Ship Email:adavis@cityofredlands.org	1.0000	EA	$760.0800	$760.08
7	FIRE LEASE Ship Email:adavis@cityofredlands.org	1.0000	EA	$16,720.5600	$16,720.56
8	FIRE MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000	EA	$808.0800	$808.08
9	FCS ADMIN LEASE	1.0000	EA	$24,467.2800	$24,467.28

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

Total Ext. Price $579,223.04

Purchase Order Total $579,223.04

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

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
	Ship Email:adavis@cityofredlands.org				
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	$24,686.6400	$24,686.64
12	FCS BUILDING MAINT. MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000	EA	$1,430.1600	$1,430.16
13	FCS PARKS LEASE MEASURE T FCS22001 Ship Email:adavis@cityofredlands.org	1.0000	EA	$61,915.4400	$61,915.44
14	FCS PARKS MAINTENANCE MEASURE T FCS22001 Ship Email:adavis@cityofredlands.org	1.0000	EA	$3,604.0000	$3,604.00
15	FCS PARKS LEASE MEASURE T FY 2023-24 Ship Email:adavis@cityofredlands.org	1.0000	EA	$13,818.0000	$13,818.00
16	FCS PARKS MAINTENANCE MEASURE T FY 2023-24 Ship Email:adavis@cityofredlands.org	1.0000	EA	$1,200.0000	$1,200.00
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	FCS STREETS LEASE MEASURE T FCS22001 Ship Email:adavis@cityofredlands.org	1.0000	EA	$55,406.0400	$55,406.04
20	FCS STREETS MAINTENANCE MEASURE T FCS22001 Ship Email:adavis@cityofredlands.org	1.0000	EA	$3,296.7600	$3,296.76
21	FCS RECREATION & SENIOR SERVICES LEASE MEASURE T FY 2023-24 Ship Email:adavis@cityofredlands.org	1.0000	EA	$9,400.0000	$9,400.00
22	FCS RECREATION & SENIOR SERVICES MAINTENANCE MEASURE T FY 2023-24 Ship Email:adavis@cityofredlands.org	1.0000	EA	$600.0000	$600.00
23	FCS ANIMAL SERVICES LEASE Ship Email:adavis@cityofredlands.org	1.0000	EA	$5,977.0800	$5,977.08
24	FCS ANIMAL SERVICES MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000	EA	$416.1600	$416.16
25	MUED WATER PRODUCTION LEASE Ship Email:adavis@cityofredlands.org	1.0000	EA	$64,404.6000	$64,404.60
26	MUED WATER PRODUCTION MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000	EA	$2,971.8000	$2,971.80
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 Ship Email:adavis@cityofredlands.org	1.0000	EA	$32,372.4000	$32,372.40
30	MUED WASTEWATER MAINTENANCE	1.0000	EA	$1,344.1200	$1,344.12

Total Ext. Price $579,223.04

Purchase Order Total $579,223.04

PLEASE SEE ATTACHED PURCHASE ORDER TERMS AND CONDITIONS

Purchase Order # 22400551

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
	Ship Email:adavis@cityofredlands.org				
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	$14,067.8400	$14,067.84
34	FCS CEMETERY MAINTENANCE Ship Email:adavis@cityofredlands.org	1.0000	EA	$846.9600	$846.96
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

Total Ext. Price	$579,223.04
Purchase Order Total	**$579,223.04**

PLEASE SEE ATTACHED PURCHASE ORDER TERMS AND CONDITIONS

enterprise FLEET MANAGEMENT

AUTHORIZED SIGNER

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed Mayor (Title) for City of Redlands (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name	Title
Charles M. Duggan, Jr.	City Manager
Chris Boatman	Assistant City Manager
Danielle Garcia	Management Services/Finance Director
Tabitha Crocker	Facilities & Community Services Director

Bond Rating: _____ Rating Agency: _____ Federal ID#: 95-6000766

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Eddie Tejeda
Print Name

Mayor
Title

Signature

City of Redlands
Company Name

Date

© 2018 Enterprise Fleet Management, Inc. H00479_Authorized Signer Page

City Council Meeting **K. 4.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an Assignment and Assumption Agreement between the City of Redlands, Southern California Fleet Services, Inc., and SVT Fleet, LLC, for Onsite Fleet Maintenance and Repair Services (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 the City Council determine that approval of the Assignment and Assumption Agreement City of Redlands, Southern California Fleet Services, Inc., and SVT Fleet, LLC is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

2. I move to approve the Assignment and Assumption Agreement between the City of Redlands, Southern California Fleet Services, Inc., and SVT Fleet, LLC, for Onsite Fleet Maintenance and Repair Services.

RECOMMENDATION:

Staff recommends that the City Council determine that approval of the Assignment and Assumption Agreement City of Redlands, Southern California Fleet Services, Inc., and SVT Fleet, LLC, for Onsite Fleet Maintenance and Repair Services is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines and approve the Assignment and Assumption Agreement.

DISCUSSION:

In June 2021, the City Council approved an agreement to perform non-professional services for equipment and supplies (Agreement) with Southern California Fleet Services, Inc., (So Cal Fleet) for consolidated onsite fleet maintenance and repair services.

On November 21, 2023, So Cal Fleet notified the City that So Cal Fleet will be entering into an asset purchase agreement with SVT Fleet, LLC, a subsidiary of Velocity Vehicle Group, for the sale of Southern California Fleet Services / Fleet-Line Truck and Equipment Repair's assets, including the Agreement with the City of Redlands. The attached Assignment and Assumption agreement is an official request for the City to consent to Southern California Fleet Services Fleet-Line Truck and Equipment Repair to transfer the Agreement to SVT Fleet, LLC.

The services provided by So Cal Fleet include repairs, regulatory compliance, vehicle maintenance, and record keeping and are vital to the operations of the Equipment Maintenance Division.

Approval of the Assignment Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

ALTERNATIVES:

City Council may elect not to approve the Assignment and Assumption Agreement. However, this will severely impact the ability to maintain the City's fleet of equipment and vehicles.

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

PREPARED BY:
Tricia Swope, Manager, Facilities and Community Services

Fiscal Impact

Discussion:

There is no fiscal impact related to this administrative change.

Attachments

Assignment and Assumption Agreement
Southern California Fleet Agreement (Reference)

ASSIGNMENT AND ASSUMPTION AGREEMENT OF NON-PROFESSIONAL SERVICES AGREEMENT FOR EQUIPMENT AND SUPPLIES

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment**") is made this 6th day of February 2024 ("**Effective Date"**) among City of Redlands, a municipal corporation ("**City**"), Southern California Fleet Services Inc., a California corporation ("**Assignor**") and SVT Fleet, LLC, a California limited liability company, a wholly owned subsidiary of Velocity Vehicle Group ("**Assignee**").

W I T N E S E T H:

WHEREAS, the City and Assignor entered into that certain Agreement to Perform Non-Professional Services for Equipment and Supplies dated June 1, 2021, as amended and extended (the "**Agreement**") and

WHEREAS, Assignor and Assignee entered into an agreement dated December 29, 2023 for Assignee to acquire all or substantially all of the assets of Assignor; and

WHEREAS, Section 8.2 of the Agreement describes the process for assignment of the rights, duties, and obligations under the Agreement (a "transfer"), and specifies that such transfer requires the prior written consent of the City; and

WHEREAS, the Assignee requested City to consent to the transfer of the Agreement; and

WHEREAS, Assignee has demonstrated to the City's satisfaction that Assignee has the operational and financial ability to perform the terms of this Agreement; and

WHEREAS, subject to City approval as provided in the Agreement, Assignor desires to convey and assign to Assignee, and Assignee desires and agrees to accept and assume all of the rights, duties, obligations, title and interest of Assignor with respect to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be bound hereby, agree as follows:

1. ASSIGNMENT. Assignor does hereby irrevocably convey, transfer and assign to Assignee, all of the rights, title, interest, duties and obligations of Assignor with respect to the Agreement (the "**Assigned Interest**").

2. ASSUMPTION. Subject to the terms and conditions of this Assignment, Assignee hereby irrevocably accepts and assumes the Assigned Interest and from the Effective Date agrees to perform and be bound by all the terms, conditions and covenants of, and assumes the duties and obligations of Assignor with respect to, the Assigned Interest.

3. CITY APPROVAL OF ASSIGNMENT. Subject to the terms and conditions of this Assignment, the City hereby approves and consents to the assignment and assumption of the Agreement to Assignee.

4. REMEDIES OF ASSIGNOR. Assignor shall have the right to enforce the provisions of this Assignment and Assignee's obligations by any appropriate legal or equitable actions and remedies in the event of any delay, failure to perform or breach by Assignee under the provisions of this Assignment assumed by Assignee.

5. REMEDIES OF CITY. City shall have the right under the Agreement to enforce the provisions of this Assignment and the assumed obligations by any appropriate legal or equitable actions and remedies in the event of any delay, failure to perform or breach by Assignee under the provisions of this Assignment assumed by Assignee.

6. FURTHER ASSURANCES. Assignor and Assignee shall execute and deliver all such other and further documents and perform all such further acts that may be necessary to effectuate the terms and provisions of this Assignment.

7. SUCCESSORS AND ASSIGNS. This Assignment shall be binding on all successors and permitted assigns of the Parties and inure to the benefit of the respective successors and permitted assigns of the Parties.

8. NOTICES. Notices under this Assignment shall be sent in the manner as follows:

To Assignor:
Southern California Fleet Services, Inc.
Attn: Tom Franchina, President
2855 Sampson Avenue
Corona, CA 92879
tfranchina@socalfleet.com
Phone (951) 272-8655

With a copy to:
Best Best & Krieger LLP
Attn: William Wolff
18101 Von Karman Avenue, Suite 1000
Irvine, CA 92612
William.wolff@bbklaw.com
Phone (951) 826-8341

To Assignee:
SVT Fleet, LLC
Attn: Mitch Beckett, Director, Government Sales
15724 Valley Blvd
Fontana, CA 92335
mbeckett@svtfleet.com

To City:
City Clerk
City of Redlands
35 Cajon Street
P.O. ox 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531
Fax: (909) 798-7535

9. HEADINGS. Section headings in this Assignment are for convenience only and are not intended to be used in interpreting or constraining the terms, covenants or conditions of this Assignment.

10. GOVERNING LAW. This Assignment shall be deemed made and prepared and shall be governed, construed and interpreted in accordance with the laws of the State of California, without reference to conflicts of laws rules.

11. NO AMENDMENT TO ASSIGNED AGREEMENT. Nothing contained herein shall change, alter or otherwise amend the terms of the Agreement, which shall remain in full force and effect, subject to the assignment, assumption and amendment of the Agreement as set forth herein.

12. SEVERABILITY. If any term or provision of this Assignment shall be held invalid or unenforceable, the remainder of this Assignment shall not be affected.

13. COUNTERPARTS. The Parties may execute this Assignment in one or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it. Signatures delivered by facsimile or portable document format (.pdf) shall be deemed to be original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

SOUTHERN CALIFORNIA FLEET SERVICES, a California Corporation
"ASSIGNOR"

By: _____
Name: Tom Franchina
Title: President

SVT FLEET, LLC
a California limited liability company,
"ASSIGNEE"

By: _____
Name: Bradley C. Fauvre
Title: President

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE FOREGOING ASSIGNMENT AND ASSUMPTION AGREEMENT AND CONSENTS TO THE ASSIGNMENT CONTEMPLATED HEREUNDER:

CITY OF REDLANDS

By: _____
Eddie Tejeda
Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

SOUTHERN CALIFORNIA FLEET SERVICES, a California Corporation
"ASSIGNOR"

By:_____
Name: Tom Franchina
Title: President

SVT FLEET, LLC
a California limited liability company,
"ASSIGNEE"

By:_____
Name: Bradley C. Fauvre
Title: President

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE FOREGOING ASSIGNMENT AND ASSUMPTION AGREEMENT AND CONSENTS TO THE ASSIGNMENT CONTEMPLATED HEREUNDER:

CITY OF REDLANDS

By: _____
Eddie Tejeda
Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of onsite fleet maintenance and repair services ("Agreement") is made and entered in this 1st day of June, 2021 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Southern California Fleet Services, Inc., a California corporation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform onsite fleet maintenance and repair services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, 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 assist Contractor in performing the Services.

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

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," titled "Preventative Equipment Maintenance Schedule," which is attached hereto and incorporated herein by reference. The Services shall commence on June 5, 2021.

4.2 The Initial term of this Agreement shall commence on its Effective Date and ending on June 30, 2022 (the "Initial Term"). City shall have the option to extend the Initial Term of this Agreement by two (2) additional terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are collectively referred to herein as the "Term" of this Agreement.

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

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of six hundred seventy five thousand dollars ($675,000) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Contractor's performance for the Services shall not exceed the amount of six hundred seventy five thousand dollars ($675,000) for the first Extended Term; and six hundred seventy five thousand dollars ($675,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of two million twenty five thousand dollars ($2,025,000). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

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

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

CITY:	CONTRACTOR:
City Clerk	Tom Franchina, President
City of Redlands	Southern California Fleet Services, Inc.

35 Cajon Street
P.O. Box 3005 (mailing)
edlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531
Fax: (909) 798-7535

2855 Sampson Avenue
Corona, CA 92879
tfranchina@socalfleet.com
Phone: (951) 272-8655

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

SOUTHERN CALIFORNIA FLEET SERVICES, INC.

By: Tom Franchina
Tom Franchina, President

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Time estimates for equipment repairs are not to exceed the industry standard repair guidelines using sources such as, Chilton, Mitchell or All Data time. Additional time above and beyond guideline will not be accommodated unless previously approved in writing or email by an authorized City representative.

The Scope of Work and Specifications are a general guide, and are not intended to be all-inclusive list of all the work necessary for providing the Onsite Fleet Maintenance and Repair Program scope. It shall be the Contractor's responsibility to develop and implement a preventative maintenance (PM) program to effectively maintain all vehicles and equipment listed in the Fleet Availability Performance Standards Tables (Table A - List of Fleet Vehicles; Table B – List of Enterprise Vehicles, Table C – Vehicle Descriptions) to the satisfaction of City's Representative.

The current hours of operation for City staff at the Fleet Facility is Monday through Friday from 6:00 am to 4:30 pm. The Contractor will be required to have technician's onsite from 7:00am until 10:30pm. Monday through Thursday and Fridays from 7:00am to 8:30 pm. Schedule is not set and is workable.

Personnel Requirements are as follows:

- Three (3) fleet technicians
    - Two (2) technicians will be onsite Monday through Thursday from 2pm-10:30pm and Fridays from 12pm-8:30pm.
    - One (1) technician will be onsite Monday through Friday from 7am-3:30pm
    - One (1) light duty service truck to perform onsite BIT inspections.
- Admin Staff:
    - One (1) admin staff onsite once week, each Thursday from 8am-4:30pm. Admin staff shall be responsible for processing paperwork, and creating weekly invoices.
- Janitorial Service:
    - One (1) person onsite (part-time) Monday through Thursday from 6am-11am.

Contractor will ensure all employee's certifications and licenses must stay current, including, but not limited to

- Class A/B License
- ASE's
- Forklift

Contractor will not use the contracted assets or other City furnished property for work on vehicles or equipment not owned or leased by City unless otherwise authorized by City. City property will not be used in any manner for any personal advantage, business gain, or other personal endeavors by Contractor or Contractor's employees other than in the performance of the work described in the Agreement, unless otherwise authorized.

Within ten (10) days of Agreement award, Contractor shall schedule with City a joint facility inspection for the purpose of identifying pre-existing deficiencies pertaining to the buildings, utility systems, equipment, and other assets. Contractor and City will together make a complete and systematic inspection and inventory of all structural, mechanical, electrical and furniture to which Contractor will have access during the course of the Agreement period. Contractor will then prepare and submit to City a Pre-Existing Deficiency Report

describing all observed deficiencies pertaining to the building structure, systems, equipment, or other assets noted during the joint inspection. Contractor will include and identify, as part of this listing, any facility feature or system which is functional but which should be considered for replacement or upgrade due to age or overall condition.

City does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards may exist at this facility. Contractor shall be responsible for identifying any hazardous conditions located in the facility and notifying City in writing within thirty (30) days of Agreement Award. This will be accomplished by conducting an environmental assessment and an occupational, health, and safety inspection of facility acceptable to City. Contractor will be responsible for the conduct of the assessment and inspection and will pay for the cost of these services.

City will be responsible for supplying heat, water and electricity to these facilities. Contractor may use City phone system, but must pay for local service, equipment charges and long distance calls. In using these facilities, Contractor will develop and adhere to an energy conservation plan that is consistent with City policy. To the extent Contractor operates these facilities in a manner that unnecessarily increases utility costs incurred by City (e.g., does not turn off lights when appropriate to conserve energy and utility usage), City may charge Contractor the excess utility costs of such practices.

City will be responsible for preventative maintenance and repair of facility structure and all elements contained therein that are sublet to Contractor and that are the property of City unless such repair is due to negligence of Contractor.

City from time to time, may add equipment, tools, or furniture to the garage and will entertain Contractor recommendations in this regard. These items will be added to the inventory of items that are Contractor's responsibility as they are put into service. Alternatively, Contractor may purchase and install equipment in the garage upon approval by City. At the conclusion of the Agreement, City shall have the option to purchase this equipment at its depreciated cost. If City elects not to purchase this equipment, Contractor will remove the equipment and return the garage to its pre-equipment installation condition.

Hazardous Material Disposal

Contractor will be responsible for disposal of all wastes (e.g. used oils, oil filters, coolants, transmission fluids, tires, etc.) generated during the course of the Agreement. Disposal of all waste materials will be done in accordance with City, County, State and Federal laws and regulations. Contractor will train its employees in working with and handling hazardous materials, and will obtain all necessary permits for storage, handling and disposing of waste material in an environmentally acceptable and lawful manner.

Contractor will maintain records, including Material Safety Data Sheets (MSDS) and contingency plans for handling a spill or mishap, on all hazardous chemicals and other hazardous wastes, which will contain the materials original, use, transportation, and ultimate distribution and disposal.

Contractor will aid City Staff with an annual Certified Unified Program Agency (CUPA) Filing.

Contractor will be responsible for assuring that as much as possible, the disposal of items will be recycled and in keeping with City's Green Initiative.

Diesel Particulate Filters

Contractor shall maintain and service Diesel Particulate Filters as required by AQMD

Parts Procurement

Contractor may utilize City existing parts procurement contracts for their existing term(s). Contractor shall demonstrate to City that he/she/it is receiving the preferred customer pricing for City for all other parts or supplies.

In the spirit of competitive pricing and the best interest of City, Contractor shall indicate their best markup costs, if any, in the Proposal. City reserves the right to purchase parts directly for Contractor's use in effecting maintenance or repairs, whether from existing contracts or from any vendor of its choice.

Repairs

Contractor must be an authorized Enterprise Fleet Management vendor for repairs and maintenance. Estimates for equipment repair are not to exceed the industry standard flat rate repair guidelines using sources such as, Chilton, Mitchell or All Data time. Additional time and charges above and beyond guideline will not be accommodated unless previously approved by City Representative.

If it is determined that a City vehicle needs repairs beyond regular maintenance such as new brakes, tires, major electrical improvements, or other repairs deemed as necessary, the Preventative Maintenance form will become a repair work order. The City Representative will be contacted to obtain authorization to proceed before any repairs are performed, as required by California State law. The Contractor will not perform the repair until receiving approval from City Representative in writing or e-mail. Contractor will also advise City Representative of the estimated downtime before completing the repair.

Work shall not be sub-contracted without approval from City Representative. Any subcontractor to be utilized for maintenance or repair work shall meet City's required qualifications, repair certificates, licenses, and insurance requirements and provide repair and maintenance as provided in the turnaround time requirements identified in the Agreement.

Warranty and Recall Work

Contractor will administer all warranties and recalls, both for vehicles and parts, associated with management of City's fleet. Contractor will be required to attempt to obtain authorization from various vehicle manufactures to perform in house warranty work on City vehicles. Such work will be reimbursed directly to the Contractor by the manufacturer and City will be held harmless from payment for such work. Work performed by the Contractor for which reimbursement is provided by the manufacturers will not be billed to City. Contractor can send warranty or recall work out to others, subject to applicable provisions of the manufacturer's warranty, when it is more cost-effective to City to do so. Contractor will be responsible for any deductible on work performed at a dealership. The cost of repairs made if a vehicle is sent out for suspected warranty work – and the suspected problem is not warrantied – will be absorbed by Contractor as part of the annual maintenance cost.

Emission (Smog) Testing / Opacity Testing

Emission testing shall be performed annually on qualifying vehicles by Contractor. Due to configuration of City's fleet, there will be vehicles to test every year based on vehicle identification numbers. Opacity testing done annually with comprehensive records maintained.

DOT/BIT Inspection Vehicles (Heavy Trucks, Trailers and Buses)

Contractor shall manage and City's DOT/BIT Inspection to include, but not limited to:

1) Serviced accordingly every 90 days as per DOT guidelines with CHP approved checklists
2) Maintain records for all vehicles regulated by DOT per DOT and CHP guidelines

City will manage and maintain personnel records and conduct random drug screening for City employees affected by the DOT/BIT program.

Management Information System

City shall provide and maintain all software and hardware needed for the **Ron Turley & Associates (RTA) Fleet Management Software, Version 7.3.2.2.0 System**.

The Contractor will be responsible for accurate daily entry of all work order information, (e.g. parts, labor, repair type, outside vendor repair costs, etc.) into the RTA Fleet Management System.

The Contractor will follow existing City Policies with respect to adding or modifying any information to the RTA Fleet Management Software.

Sensitivity of City Property

Contractor must acknowledge that certain property owned by City is sensitive in nature and requires concerted efforts by Contractor to insure that the sensitive nature of such property is not compromised.

Vehicles designated by City as unmarked police undercover vehicles will be serviced and maintained by Contractor. Contractor will insure that the confidential and sensitive nature of these vehicles, including, but not limited to, the special equipment inside the vehicles are maintained. Security procedures by Contractor for such vehicles will include written acknowledgement of the agreement of staff to:

A) Control and limit discussion about these vehicles
B) Prohibit handling and tampering with special machinery and tools
C) Insuring that the integrity of the mechanics and other staff and subcontractors is sufficient

Turn Around Time – Public Safety

In the course of maintenance and repair of City owned Police vehicles, there shall not be more than 10% of the safety fleet down at one time for maintenance or repair. Repairs will need to be coordinated with City Representative to minimize equipment downtime for response.

Safety Requirements

Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), California Department of Labor (CAL) and all other applicable federal, state, county, and local laws, ordinances, codes and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Contractor's failure to thoroughly familiarize themselves with the aforementioned safety provisions shall not relieve them from compliance with the obligations and penalties set forth therein. City reserves the right, but is not obligated to make safety inspections at any time Contractor is on City property and to ensure safety rules are not being violated.

A) Contractor will furnish adequate safety equipment and comply with the various OSHA regulations established by the Federal Government, the State and amendments and changes that may occur from time to time. Contractor will maintain safety records in connection with its operation of City facilities recording the relevant details regarding any accidents or injuries occurring on City of Redlands property.

B) All work will be conducted in a safe manner and will comply with the requirements of State and local rules and regulations and OSHA safety standards. Prior to commencement of the work, Contractor will meet in conference with a representative from the Risk Management Division to discuss and develop a mutual understanding relative to the administration of City safety program.

C) If at any time Contractor fails or refuses to comply with Federal, State, or City of Redlands safety requirements; City may issue an order to stop all work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order will be made the subject of any claims for excess cost, damage or extension of time against City, its agents or employees.

D) Contractor will report to City all accidents (personal injury, vehicle or equipment damage) within twenty-four (24) hours of their occurrence or discovery.

Additional Duties

A) Road calls in field
B) Minimal welding and fabrication
C) Large truck and car tire repairs and installation
D) Unload deliveries for warehouse/UPS/Fed-Ex

Fleet Availability Performance Standards

Table A – List of Vehicles

	DEPARTMENT/FLEET	MONTHLY AVAILABILITY GOAL
1	Entire City of Redlands Fleet	Between 95% and 97%
2	Police – Available 24 x 7	Between 95% and 97%
3	Solid Waste* -Available 8 – 9 Hours per business day a. Commercial Collections b. Residential Collections c. Recycling	Between 95% and 97%
4	a. Water Production* b. Water Distribution* c. Waste Water*	Between 94% and 97%
5	a. Building & Safety* b. Parks* c. Building Maintenance* d. Electrical*	Between 94% and 97%
6	a. Code Enforcement* b. Animal Control* c. Cemetery* d. Meter Readers*	Between 95% and 97%
7	a. FCS* b. Senior Transport*	Between 94% and 97%
8	a. Recreation* b. Streets* c. Street Trees*	Between 94% and 97%
9	MUED a. Administration* b. Engineering*	Between 94% and 97%

*These vehicles do not accrue downtime until the next business day begins. Accident damage repairs, acts of nature or any time spent waiting for customer approval to precede with repair does not accrue downtime.

EXHIBIT "B"

PREVENTATIVE EQUIPMENT MAINTENANCE SCHEDULE

Preventative maintenance shall be defined as scheduled routine inspection, servicing, repair and replacement of equipment components on a regular basis so as to facilitate operations with a minimum of downtime. The preventative maintenance program shall be in accordance with industry recognized best Onsite Fleet Maintenance and Repair Program practices, and shall comply with the original equipment manufacturer (OEM) specifications.

Safety Checklist: *The listed items must be inspected, serviced and/or repaired at* ***every*** *PM interval.*

1	Headlights (High and Low Beams)	9	Steering and Suspension Components
2	Beam Indicator Lamp	10	Windshield Wipers and Washers
3	Parking Lights	11	Horn and/or Audible Warning Devices (Siren, etc.)
4	License Plate Light	12	All Interior and Exterior Mirrors
5	Tail/Stop Lights	13	Exhaust Pipes and all Hanger/Clamps
6	Turn Signals	14	Seat Belts
7	Hazard and 4 Way Lights	15	Window Operation and Door Locks
8	Emergency/Parking Break	16	Tire Pressure and Wear

Preventative Maintenance - Level A Service (PM-A)

Perform all items listed every 3000 miles or four months, whichever occurs first, on all cars, light trucks (1 ton and below) vans, utility vehicles, etc. Exceptions from the PM work listed will be considered if approved by the City Representative.

1	Inspect service and repair all interior lights.		
2	Inspect, service and refill fluid levels:		
	a. Coolant b. Windshield Washer Solvent	c. Transmission d. Differentials	e. Power Steering f. Brake Fluids
3	Inspect, service and repair charging system, battery terminals, cables and box		
4	Inspect, service and repair heating/air conditioning system		
5	Inspect, service and repair frame, cross members and body joints		
6	Inspect, service and repair the engine starting components and circuits		
7	Inspect, service and repair drive train components		
8	Inspect, service and repair any noted oil, fuel, coolant or other fluid leaks		
9	Inspect, service and repair air emission filters and valves as needed		
10	Inspect, service and repair drive belts, hoses and clamps		
11	Inspect, service and repair all gauges for proper calibration and operation		
12	Inspect, service, repair and lubricate all grease points on chassis, body, booms, hoists and winching mechanisms		
13	Change engine oil and filter – products shall meet OEM specifications		
14	Inspect, service and replace air filter as necessary		
15	Inspect, service, repair/replace tires as necessary. Replace at 3/32 inch tread life.		
16	Inspect brakes, repair/*replace as necessary.		

Preventative Maintenance - Level B Service (PM-B)

Perform item listed every 6,000 miles or 8 months, whichever occurs first.

1	Perform all items listed in PM-A
2	Inspect, service and repair emissions systems as required by original equipment manufacturer
3	Rotate and Balance all Tires – check for wear and replace as appropriate
4	Scope engine and perform minor tune up as necessary
5	Inspect and service brake components as necessary. ***Note: Every brake job shall include complete new brake hardware kit and cleaning/repacking of wheel bearings.***

Preventative Maintenance - Level C Service (PM-C)

Perform items listed every 9,000 miles or 12 months, whichever occurs first.

1	Perform all items listed in PM-A and PM-B
2	Inspect and service transmission, which includes but is not limited to adjustment, fluid and filter change as necessary and/or required by original equipment manufacturer
3	Perform front end alignment as well as inspect for work or broken components; replace as necessary
4	Drain, flush and replace differential fluids
5	Drain, flush and replace engine coolant
6	Remove all wheels and inspect brakes; *replace or repair as needed
7	Clean particulate diesel filters per OEM specifications

30,000 Mile Service

Perform items listed every 30,000 miles

1	Perform a pressure check of the coolant system for leaks. Drain coolant and perform black flush to system. Replace coolant; tighten all hose clamps and fittings.
2	Change air and fuel filters
3	Perform a complete system check to include ignition/timing, the charging voltage, charging amperage and the cranking amperage. The results must be recorded on the PM checklist.
4	Drain the transmission fluid, replace the filter, adjust the transmission bands and replace the pan gasket. Fill transmission with manufacturer required type and specified amount of transmission fluid. Perform a road test to ensure fluid is circulated and bands are properly adjusted.
5	Replace all spark plugs and wires, distributor cap and rotor, PVC valve with new OEM or better quality parts. Perform overhead service.
6	Remove thermostat and gasket and replace with new OEM or better quality part
7	A road test shall be performed for each preventative service performed for diagnosing problems, checking the effectiveness of repairs and testing overall operation of the vehicle. Technician to make recommendations as appropriate.
8	Check tire pressure and condition. Replace as appropriate

EXHIBIT "C"

Fee Schedule

Labor Rates

Administrative Fee	$50.00 / per day
Utility/Custodial Fee	$250.00 / per day
Tier 1 Technician x 2	$69.50 / per hour
Tier 2 Technician x 1	$92.00 / per hour

Tier 1 Technicians

Technicians dedicated to the shop in Redlands. Rate is for light duty vehicles and equipment including preventive maintenance outlined in Exhibit "B" of this agreement. Technicians will conduct preventative maintenance on all pieces of equipment. Any work outside of preventive maintenance and light duty repairs will be billed at Tier 2 rate

Tier 2 Technicians

Technicians dedicated to the shop in Redlands. Rate is for refuse trucks, medium and heavy-duty vehicles including preventive maintenance outlined in Exhibit "B" of this agreement. Technicians will conduct preventative maintenance on all pieces of equipment.

Material / Parts / Subcontractor Rates

Parts Markup	Cost + 15%
Subcontractor Costs	Cost + 15%

No annual rate escalation will be applied

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

Southern California Fleet Services, Inc.

By: Tom Franchina _____ Date: 05/24/2021

Tom Franchina, President

City Council Meeting **K. 5.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adoption of Resolution No. 8547, amending Resolution No. 8331 and rescinding Resolution No. 8496, to approve the First Amendment to the Agreement with P & S Truck Center for heavy-duty truck repair parts, increasing the total compensation to an amount not-to-exceed $147,854; and a Second Amendment to the Agreement with Ken Grody Ford for Ford Original Equipment Manufacturer (OEM) parts and repair services, increasing the total compensation to an amount not-to-exceed $524,242 and make the determination that adoption is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act Guidelines (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that the adoption of Resolution No. 8547 is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council adopt Resolution No. 8547, amending Resolution No. 8331 and rescinding Resolution No. 8496, to approve the First Amendment to the Agreement with P & S Truck Center for heavy-duty truck repair parts, increasing the total compensation to an amount not-to-exceed $147,854; and a Second Amendment to the Agreement with Ken Grody Ford for Ford Original Equipment Manufacturer (OEM) parts and repair services, increasing the total compensation to an amount not-to-exceed $524,242.

RECOMMENDATION:

Staff recommends City Council's adoption of Resolution No. 8547 amending Resolution No. 8331 and rescinding Resolution No. 8496, to approve a First Amendment to the Non-Professional Services Agreement with P & S Truck Center to provide heavy-duty truck repair parts, increasing the total compensation to an amount not-to-exceed $147,854; and the Second Amendment to the Non-Professional Services Agreement with Ken Grody Ford to provide Ford Original Equipment Manufacturer (OEM) parts and repair services, increasing the total compensation to an amount not-to-exceed $524,242 and that the City Council determine that the adoption of Resolution No. 8547 is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act;

DISCUSSION:

The City of Redlands Facilities & Community Services Department's Equipment Maintenance Division oversees the maintenance of approximately 470 vehicles and the City’s fuel station. The fleet inventory includes light-duty, heavy-duty, off-road, and commercial vehicles which require ongoing maintenance and repair. On June 21, 2022, under Resolution No. 8331, the City Council approved a Non-Professional Services Agreement with Ken Grody Ford Redlands, LLC and with P & S Truck Center for heavy-duty truck repair parts on an as-needed basis, both with the option for a three-year term. On July 5, 2023, under Resolution No. 8496, the City Council approved the First Amendment to the Agreement with Ken Grody Ford Redlands, LLC.

During the Fiscal Year 2023-24 the Equipment Maintenance Division received an influx of vehicle repairs resulting in the need for an increased supply of Ford OEM parts. OEM parts have unique design features that cannot be replaced by non-OEM parts and the use of alternate parts would void a manufacturer's warranty. Due to the influx of vehicle repairs, the demand for OEM parts and repair services has significantly increased. Therefore, staff is requesting adoption of Resolution No. 8547 approving the Second Amendment to the Agreement with Ken Grody Redlands, LLC, and increasing the not-to-exceed amount from $325,312 to $524,242.

Additionally, during the Fiscal Year 2023-24, the Equipment Maintenance Division received an influx of heavy-duty vehicle repairs resulting in the need for an increased supply of heavy-duty truck parts. Thus, staff is requesting adoption of Resolution No. 8547 rescinding Resolution No. 8496 to approve the First Amendment to the Non-Professional Services Agreement with P & S Truck Center increasing the not-to-exceed amount from $89,563.20 to $147,854.

ALTERNATIVES:

City Council may elect not to approve the amendments or adopt Resolution No. 8547. However, this action will adversely affect the Division's ability to service the City's equipment.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Service 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:
Larry Alms, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2023-24
Appropriation Required Y/N:	Y
Amount:	$257,221
Budgeted Y/N:	Y
Account No.:	607900

Discussion:

For Fiscal Year 2023-24, the Ken Grody Ford Redlands Agreement not to exceed amount is $524,242 and the P & S Truck Center Agreement not to exceed amount is $147,854. Sufficient funding for these services is included in the Equipment Maintenance Division's (607900) budget for Fiscal Year 2023-24 as approved by the City Council. Costs associated with any future renewal terms of the agreement will be included in subsequent budget requests prepared by the Department.

Attachments

Resolution No. 8547
First Amendment P & S Truck Center
Second Amendment Ken Grody Redlands, LLC
Resolution No. 8331 and 8496
P &S Truck Center Agreement
Ken Grody Redlands, LLC Agreement
Ken Grody Redlands, LLC First Amendment

RESOLUTION NO. 8547

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING RESOLUTION NO 8331 and RESCINDING 8496 TO AMEND NON-PROFESSIONAL SERVICES AGREEMENTS WITH P & S TRUCK CENTER AND KEN GRODY REDLANDS, LLC, WITH THE CITY'S FACILITIES AND COMMUNITY SERVICES DEPARTMENT

WHEREAS, the Facilities and Community Services Department regularly purchases a variety of supplies and services from to support City operations pursuant to bids for products and services in accordance with the Redlands Municipal Code; and

WHEREAS, on June 21, 2022, the City Council of the City of Redlands approved Resolution No. 8331 approving various agreements and annual purchase orders for the City's Facilities and Community Services Department for Fiscal Year 2022-23; and

WHEREAS, on July 5, 2023 the City Council of the City of Redlands approved Resolution No. 8496 amending Resolution No. 8331 and approving an agreement amendment and annual purchase order modification with Ken Grody Redlands, LLC, for Fiscal Year 2022-23; and

WHEREAS, there is a need to amend the purchase order and Non-Professional Services Agreement with Ken Grody Redlands, LLC dated June 21, 2022 due to increased vehicle repairs; and

WHEREAS, there is a need to amend the purchase order and Non-Professional Services Agreement with P & S Truck Center dated June 21, 2022 due to increased vehicle repairs;

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

Section 1. Section 12 of Resolution No. 8331 is hereby amended to read as follows:

"Section 12. The City Council hereby approves an agreement with P & S Truck Center for Heavy Duty Truck repair parts in an amount not to exceed $29,854.40 for the initial term, $59,000 for the first Extended Term; and $59,000 for the second Extended Term, bringing the total an amount not to exceed $147,854.40."

Section 2. The City Council hereby approves the First Amendment to the Non-Professional Services Agreement with P & S Truck Center, attached hereto and incorporated by reference herein as Exhibit "A".

Section 3. Section 8 of Resolution No. 8331 is hereby amended to read as follows:

"Section 8. The City Council hereby approves an agreement with Ken Grody Redlands, LLC for Ford OEM parts and repairs in an amount not to exceed $128,242 for the initial term, $198,000 for the first Extended Term; and $198,000 for the second Extended Term, bringing the total an amount not to exceed $524,242."

Section 4. The City Council hereby approves the Second Amendment to the Non-Professional Services Agreement with Ken Grody Redlands, LLC, attached hereto and incorporated by reference herein as Exhibit "B".

Section 5. The City Council hereby rescinds Resolution No. 8496 Amending Resolution No. 8331 to Amend a Single/Sole Source Purchase Order and Non-Professional Services with Ken Grody Ford Redlands, LLC for the City's Facilities and Community Services Department for fiscal year 2022-23.

ADOPTED, SIGNED, AND APPROVED this 6th day of February 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 6th day of February 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A
FIRST AMENDMENT TO AGREEMENT WITH
P & S TRUCK CENTER

EXHIBIT B
SECOND AMENDMENT TO AGREEMENT WITH
KEN GRODY REDLANDS, LLC

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the agreement for repair parts for heavy-duty trucks ("Agreement"), dated June 21, 2022, by and between the City of Redlands, a municipal corporation, and a general law city ("City"), and P & S Truck Supply, Inc. a California corporation dba P & S Truck Center ("Contractor"), is made and entered into this 6th day of February, 2024.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically the payments to Contractor;

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

AGREEMENT

Section 1. Section 5.1 of the Agreement, under Article 5 entitled "Payments to Contractor," is hereby amended to read as follows:

Compensation: The compensation for Contractor's performance of the Services shall not exceed the amount of twenty-nine thousand eight hundred fifty-four dollars and forty cents ($29,854.40) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of fifty nine thousand dollars ($59,000) for the first Extended Term; and fifty nine thousand dollars ($59,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of one hundred forty seven thousand eight hundred fifty-four thousand dollars and forty cents ($147,854.40). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of February 6, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

P & S TRUCK CENTER

By: _____
Mary McKee, Owner

SECOND AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the agreement for Ford original equipment manufacturer parts and repair services ("Agreement"), dated June 21, 2022, by and between the City of Redlands, a municipal corporation, and a general law city ("City"), and Ken Grody Redlands, LLC, a California limited liability company ("Contractor"), is made and entered into this 6th day of February, 2024.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically the payments to Contractor;

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

AGREEMENT

Section 1. Section 5.1 under Article 5 of the Agreement, entitled "Payments to Contractor," is hereby amended to read as follows:

Compensation: The compensation for Contractor's performance of the Services shall not exceed the amount of one hundred twenty-eight thousand two hundred forty-two dollars ($128,242) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of one hundred ninety eight thousand dollars ($198,000) for the first Extended Term; and one hundred ninety-eight thousand dollars ($198,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of five hundred twenty four thousand two hundred forty-two dollars ($524,242). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

Section 2. All other provisions of the Agreement shall remain unchanged by this Second Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of February 6, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

KEN GRODY REDLANDS, LLC

By: _____
Trever DeSherlia, Parts & Service Director

RESOLUTION NO. 8331

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING ANNUAL PURCHASE ORDERS FOR THE CITY'S FACILITIES AND COMMUNITY SERVICES DEPARTMENT FOR FISCAL YEAR 2022-23

WHEREAS, the Facilities and Community Services Department regularly purchases a variety of supplies and services from to support City operations pursuant to bids for products and services in accordance with the Redlands Municipal Code; and

WHEREAS, for fiscal year 2022-23, to support City operations and in accordance with the City's purchasing policy, the following single/sole source purchase order requests, cooperative purchase orders, and agreements have been prepared for the City Council's consideration and are attached hereto as Exhibits "A," "B," and "C," respectively.

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

Section1. The City Council hereby approves the single/sole source purchase order requests for Fiscal Year 2022-23 with Amrep, Clean Energy Cryogenics, a subsidiary of Clean Energy, Ontario Refrigeration, Quaid Harley-Davidson, Ray Gaskin Service Inc., Rush Truck Centers c/o Interstate Billing Services, San Bernardino County Landfill.

Section 2. The City Council hereby approves an agreement and single source purchase order with Executive Facilities Services Inc. for Janitorial Services at the facility located at 300 E. State Street in an amount not to exceed $153,484 for a period of one year.

Section 3. The City Council hereby approves an agreement and single source purchase order with Liftech Elevator Services for elevator maintenance services at the facility located at 300 E. State Street in an amount not to exceed $32,848.30 for a period of one year.

Section 4. The City Council hereby approves an agreement and single source purchase order with Universal Protection dba Allied Universal for Professional Security Services at the facility located at 300 E. State Street in an amount not to exceed $107,549 for a period of one year.

Section 5. The City Council hereby approves the intergovernmental/piggyback (cooperative) purchase order with Superior Automotive Warehouse c/o NAPA Auto Parts for the supply of as-needed auto parts in an amount not to exceed $121,000.

Section 6. The City Council hereby approves an agreement with Fairview Ford Sales Inc., for wholesale Ford OEM parts in an amount not to exceed $23,971.40 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $71,914.20.

Section 7. The City Council hereby approves an agreement with Haz Mat Trans Inc., for pick up and disposal of hazardous waste materials in an amount not to exceed $53,957.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $161,871.00.

Section 8. The City Council hereby approves an agreement with Ken Grody Ford Redlands for Ford OEM parts and repair in an amount not to exceed $98,535.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $292,605.00.

Section 9. The City Council hereby approves an agreement with Leafwise Landscape for Hillside Cemetery landscape maintenance in an amount not to exceed $76,275.20 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $228,825.60.

Section 10. The City Council hereby approves an agreement with Merrimac Petroleum, Inc., dba Merrimac Energy Group for fleet bulk fuel unleaded and diesel in an amount not to exceed $1,200,000.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $3,600,000.00.

Section 11. The City Council hereby approves an agreement with P.F. Services Inc., for fuel site Designated Operator, maintenance, and repair services in an amount not to exceed $70,084.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $210,252.00.

Section 12. The City Council hereby approves an agreement with P & S Truck Center for heavy duty truck repair parts in an amount not to exceed $29,854.40 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $89,563.20.

Section 13. The City Council hereby approves an agreement with SC Commercial, LLC dba SC Fuels for fleet oil and lubricants in an amount not to exceed $79,151.55 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $237,454.65.

Section 14. The City Council hereby approves an agreement with Southwest Lift & Equipment, Inc., for lift equipment maintenance and repair in an amount not to exceed $134,000.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $402,000.00.

Section 15. The City Council hereby determines that the approval of the ten (10) single/sole source purchase orders, one (1) cooperative purchase order, and twelve (12) agreements described in this resolution are exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act.

ADOPTED, SIGNED AND APPROVED this 21st day of June, 2022.

Paul T. Barich, 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 21st day of June, 2022

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

Jeanne Donaldson, City Clerk

RESOLUTION NO. 8496

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING RESOLUTION NO 8331 TO AMEND A SINGLE/SOLE SOURCE PURCHASE ORDER AND NON-PROFESSIONAL SERVICES AGREEMENT WITH KEN GRODY FORD REDLANDS, LLC FOR THE CITY'S FACILITIES AND COMMUNITY SERVICES DEPARTMENT FOR FISCAL YEAR 2022-23

WHEREAS, the Facilities and Community Services Department regularly purchases a variety of supplies and services from to support City operations pursuant to bids for products and services in accordance with the Redlands Municipal Code; and

WHEREAS, on June 21, 2022, the City Council of the City of Redlands approved Resolution No. 8331 approving annual purchase orders for the City's Facilities and Community Services Department for Fiscal Year 2022-23; and

WHEREAS, there is a need to amend the purchase order and Non-Professional Services Agreement with Ken Grody Ford Redlands, LLC dated June 21, 2022 due to increased vehicle repairs; and

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

Section 1. Section 8 of Resolution No. 8331 is hereby amended to read as follows:

"Section 8. The City Council hereby approves an agreement with Ken Grody Ford Redlands for Ford OEM parts and repair in an amount not to exceed $128,242 for the initial term, $98,535 for the first Extended Term; and $98,535 for the second Extended Term, bringing the total an amount not to exceed $325,312."

Section 2. The City Council hereby approves the First Amendment to the Non-Professional Services Agreement with Ken Grody Ford Redlands, LLC , attached hereto and incorporated by reference herein as Exhibit "A".

ADOPTED, SIGNED, AND APPROVED this 5th day of July 2023.

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 5th day of July, 2023, by the following vote:

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

Jeanne Donaldson, City Clerk

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of repair parts for heavy duty trucks ("Agreement") is made and entered in this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and P & S Truck Center ("Contractor"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to supply repair parts for heavy duty trucks services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates Chris Boatman, Assistant City Manager Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.1 The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2022 (the "Initial Term"). The City shall have the option to extend the Initial Term of this

Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

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

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Twenty-Nine Thousand Eight Hundred Fifty-Four Dollars and 40 Cents ($29,854.40) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of Twenty Nine Thousands Eight Hundred Fifty Four Dollars and 40 Cents ($29,854.40) for the first Extended Term; and Twenty Nine Thousands Eight Hundred Fifty Four Dollars and 40 Cents ($29,854.40) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Eighty Nine Thousand Five Hundred Sixty Three Dollars and Twenty Cents ($89,563.20). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

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

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

CITY	CONTRACTOR
City Clerk	Mary McKee, Owner
City of Redlands	P & S Truck Center
35 Cajon Street	161 E. Valley Blvd.
P.O. Box 3005 (mailing)	Rialto, CA 92376

Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531

pstruckcenter@hotmail.com
909-874-2000

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

P & S TRUCK CENTER

By: _____
Mary McKee, Owner

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall supply cost-effective heavy duty repair trucks parts in a timely efficient manner.

Contractor shall work collaboratively with staff to supply parts to repair various makes and models of heavy duty trucks.

The primary manufacturers are, but limited to:

- International
- Autocar
- Peterbilt

EXHIBIT "B"

FEE SCHEDULE

Prices include, but are not limited to: overhead costs, freight delivery, and all related fees.

Line Item	Parts Description	Part #	Brand	Unit	Unit Price	Core Charge* (if applicable)	Total Price
1	Brake Shoes Kit (Front w/23,000 lb. lining)	GG47020	Haldex	each	$56.46	$25.00	$81.46
2	Brake Shoes Kit (Rear)	GG47072	Haldex	each	$56.43	$25.00	$81.43
3	Brake Drum (Front)	61528B	Webb	each	$95.09	-	$95.09
4	Brake Drum (Rear)	66884B	Webb	each	$137.00	-	$137.00
5	Universal Joint	M676X	Merritor	each	$96.95	-	$96.95
6	Fan Clutch	90000	Kit Master	each	$532.00	$332.00	$864.00
7	Radiator	5900-06ST	Active	each	$840.00	-	$840.00
8	Water Pump	RW6079X	Haldex	each	$79.00	-	$79.00
9	Rear Brake Chamber	GC3030P40	Haldex	each	$42.43	-	$42.43
10	Power Steering Gear Box	TAS65008X	Steering Camp	each	$471.00	$200.00	$671.000
11	AC Compressor	03-3002-E	Truck Air	each	$229.00	-	$229.00
12	AC Drier	07-0602A	Truck Air	each	$19.61	-	$19.61

*A core charge is a fee that is added to the price of parts. When the old part (the core) is returned the City shall be reimbursed.

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

P & S TRUCK CENTER

By: Mary McKee
Mary McKee, Owner

Date: 6/14/2022

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of Ford original equipment manufacturer parts and repair services ("Agreement") is made and entered in this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Ken Grody Ford Redlands, LLC ("Contractor"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform Ford original equipment manufacturer parts and repair services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates Chris Boatman, Assistant City Manager Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.1 The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2022 (the "Initial Term"). The City shall have the option to extend the Initial Term of this

Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

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

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Ninety-Eight Thousand Five Hundred Thirty-Five Dollars ($98,535) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of Ninety-Eight Thousand Five Hundred Thirty-Five Dollars ($98,535) for the first Extended Term; and Ninety-Eight Thousand Five Hundred Thirty-Five Dollars ($98,535) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Two Hundred Ninety-Five Thousand Six Hundred Five Dollars ($295,605). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

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

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

CITY	CONTRACTOR
City Clerk	Trever Desherlia, Parts & Service Director
City of Redlands	Ken Grody Ford Redlands
35 Cajon Street	1121 W. Colton Ave
P.O. Box 3005 (mailing)	Redlands, CA 92374
Redlands, CA 92373	trever@kengrodyford.com
jdonaldson@cityofredlands.org	909-793-3211

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

KEN GRODY FORD REDLANDS

By: _____
Trever Desherlia, Parts & Service Director

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

CLASSIFICATION A:

Provide high quality Certified Ford Original Equipment Manufacturer parts and repair service to City-owned Ford Motor Company automobiles; including cars, light duty and medium duty trucks, vans, and SUVs. All repairs must use Ford Original Equipment Manufacturer replacement parts.

Contractor shall furnish all supplies, materials, labor, tools, equipment and transportation, and perform all requested services to the satisfaction of the City of Redlands.

Contractor shall be a Ford Motor Company authorized dealer capable of performing all warranty, diagnostic, general, and specialized repairs.

Contractor shall be able to provide factory authorized warranty and service support.

Pick-up and delivery:

Contractor shall provide pickup and delivery services as requested to the Equipment Maintenance Corporate Yard, 1270 W. Park Avenue #Bldg. E.

Contractor shall pick up and drop off, or arrange for pickup and drop off of City vehicles from City Corporate Yard, using shop tow truck or towing subcontractor.

Upon receipt of a request, vehicles are to be picked up by the contractor from the City Corporate Yard within 24 hours of request for repairs. Upon completion of the work, the contractor will have 24 hours to deliver the vehicle to the City Corporate Yard.

In the event that Contractor is unable to make pick up or delivery within 24 hours, or cannot complete the repair for any other reason, Contractor must inform Fleet Services Coordinator when the order is placed. In such a case, the City reserves the right to procure the service from another vendor.

All deliveries under this agreement shall be accompanied by one copy of a delivery tag. All delivery tags shall include the Contractor's name, the City's contact number, the date of the order, and itemized list of the materials furnished, including quantity, unit price and extension of each item, less applicable discount.

Repairs to Ford vehicles shall only be made after an itemized part and labor estimate has been submitted and authorization by the Fleet Services Coordinator has been provided to Contractor.

Upon completion of repair and delivery of vehicle, the vehicle shall be inspected before acceptance by the City's Fleet Services Coordinator or Fleet Mechanics for workmanship, appearance, proper functioning of all items and equipment, and conformance to all other requirements of this specification. If deficiencies are found, it shall be the responsibility of the

Contractor to pick up the vehicle, make necessary correction and redeliver the vehicle for re-inspection and acceptance. Payment will not be made until corrective action has been made.

Ford OEM Parts and Repairs

Contractor's facility shall be located within a 10-mile radius of the intersections of Highways 10 and Tennessee Street, Redlands 92373.

Contractor shall be an established and factory authorized Original Equipment Manufacturer (OEM) parts dealer and/or service center for Ford products.

All items provided under this agreement shall comply with all applicable Federal, State and local regulations including State of California Motor Vehicle Code, if applicable.

Contractor shall maintain the minimum levels of information to assure that the correct and most current parts are used in service repairs, while providing the necessary technical support information.

Contractor shall maintain the required levels of products for which they are certified.

All items provided under this agreement shall be original equipment manufacturer (OEM) line of replacement parts. All items provided under this agreement shall be equivalent in function and workmanship to the parts originally supplied on the vehicle(s) unless superseded by the vehicle/equipment manufacturer. No generic parts shall be supplied.

Contractor shall maintain adequate local inventory of popular items and items regularly stocked by the City, to meet the City's emergency needs. Emergency needs shall be delivered within three (3) hours of order; or shipped within the same business day if available and Contractor's inventory location is not within the greater Redlands region. Wholesale parts shall be delivered within two (2) hours of order, if available, from the manufacturer. Back orders shall be filled within four (4) working days. The City shall be notified of all back-orders.

Availability and timely delivery are critical to the award and maintenance of this agreement. Failure to maintain adequate inventory or provide timely delivery shall be grounds for termination.

If Contractor does not have the required part(s) in stock, Contractor personnel shall determine if the City's need is immediate. If Contractor does not have the required item(s) on a regular basis, and/or frequently obtains parts from other dealers, the City may determine that the bidder does not "maintain adequate inventory" and may terminate this agreement.

Contractor shall accept the return of unused and undamaged items purchased through this agreement at 100% of the contract price.

The provisions of this contract shall in no way prohibit the City from purchasing the same products and/or services listed herein from another supplier.

EXHIBIT "B"

FEE SCHEDULE

FORD OEM PARTS AND REPAIRS WITH PICK-UP AND DELIVERY OF VEHICLES

Item	Description	Unit Cost
1	Hourly Labor Rate	$85.00
2	Pick-up and delivery charge, per vehicle	$0.00
3	Parts and Materials: % Markup	8%

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.

KEN GRODY FORD REDLANDS

By: _____ Date: 6-15-22

Trever DeSherlia, Parts & Service Director

FIRST AMENDMENT TO AGREEMENT TO PERFORM NONPROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This first amendment ("First Amendment") to the agreement for the provision of Ford original equipment manufacturer parts and repair services ("Agreement"), dated June 21, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Ken Grody Ford Redlands, LLC ("Contractor"), is made and entered into this 5th day of July, 2023.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically the compensation to Contractor;

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

AGREEMENT

Section 1. The Agreement is amended to correct Contractor's name to "Ken Grody Redlands, LLC."

Section 2. Article 5 of the Agreement, entitled "Payments to Contractor," is hereby amended to read as follows:

"5.1 Compensation: The compensation for Contractor's performance of the Services shall not exceed the amount of one hundred twenty-eight thousand two hundred forty-two dollars ($128,242) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of ninety-eight thousand five hundred thirty-five dollars ($98,535) for the first Extended Term; and ninety-eight thousand five hundred thirty-five dollars ($98,535) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of three hundred twenty-five thousand three hundred twelve dollars ($325,312). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by reference."

Section 3. Exhibit "B" of the Agreement, entitled "Fee Schedule," is hereby amended and replaced by an amended Exhibit "B", which is attached hereto and incorporated herein by this reference as Attachment 1.

Section 4. 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 July 5, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

KEN GRODY FORD REDLANDS, LLC

By: _____
Trever DeSherlia, Parts & Service Director

ATTEST:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT 1

EXHIBIT "B"

FEE SCHEDULE

FORD OEM PARTS AND REPAIRS <u>WITH</u> PICK-UP AND DELIVERY OF VEHICLES

Item	Description	Unit Cost
1	Hourly Labor Rate	$85.00
2	Pick-up and delivery charge, per vehicle	$0.00
3	Parts and Materials: % Markup	8%

City Council Meeting **K. 6.**

DATE: 02/06/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Public Work Contract with Superior Roofing Systems, Inc. for an amount not-to-exceed $260,925 for the Citrus Center Building Roof Repairs Project, approval of an additional appropriation in the amount of $287,017, and determination that the project is exempt from environmental review pursuant to Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that approval of a Public Work Contract with Superior Roofing Systems, Inc. for the Citrus Center Building Roof Repairs Project is exempt from environmental review pursuant to Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve an award of a Public Work Contract to Superior Roofing Systems, Inc. in the amount of $260,925 for the Citrus Center Building Roof Repairs Project; and

3. I move that the City Council approve an additional appropriation in the amount of $287,017.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the Public Work Contract is categorically exempt from environmental review in accordance with Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends that the City Council approve an award of contract with Superior Roofing Systems, Inc., for an amount not-to-exceed $260,925 for the Citrus Center Building Roof Repairs Project No. FCS10172023JN and the additional appropriation in the amount of $287,017.

DISCUSSION:

In October 2021, the City acquired the facility located at 300 E. State Street for the purpose of establishing a new City Hall facility. Staff is actively working with Miller Architectural Corporation on the architectural plans and specifications to renovate the facility, including structural retrofit of the building, updates to mechanical, electrical and plumbing systems, construction to accommodate the City departmental staff, and renovation of the roof. After reviewing the existing condition of the roof, staff determined that it was in the best interest of the City to address the leaks resulting from recent storms ahead of project schedule.

Staff followed City procurement protocol by preparing a Request for Bids and on November 20, 2023, the City Clerk's office received and opened three bids. Staff evaluated the bids for conformance with the purchasing ordinance and verified the total price as shown in the table below. Superior Roofing Systems, Inc., met all the bidding requirements and was deemed the lowest responsive and responsible bidder. Therefore, it is recommended that the City Council award a Public Work Contract to Superior Roofing Systems, Inc., for an amount not-to-exceed $260,925.

BID OPENING REPORT SUMMARY	
BIDDER	**BID AMOUNT**
1. Superior Roofing Systems Inc.	*$260,925.00
2. Chapman Coast Roof Co., Inc.	**$299,534.00
3. McDonnell Roofing Inc.	$480,360.00

*Two arithmetic errors were discovered in the bid proposal. 1) Bid item #1 was provided but not added to the total bid schedule. 2) On bid item #4, the total price was provided but not the unit price. The total bid amount was corrected based on the given prices and highlighted in the attached bid analysis to identify arithmetic errors; however, this correction did not affect the ranking.
**An arithmetic error was discovered in the bid proposal. On Bid item #4, an incorrect unit price was provided, the total item price was accepted as the correct value, and the total bid amount remained unchanged.

Staff is also recommending that City Council approve an additional appropriation in the amount of $287,017, which includes the contract amount of $260,925 and a 10 percent contingency in the amount of $26,092.50.

Furthermore, the project is categorically exempt from environmental review in accordance with Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act (CEQA) as the project involves restoration of deteriorated structure of existing facilities.

ALTERNATIVES:

The City Council may elect not to approve the award of the Public Work Contract 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:
Jawad Naderi, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 2024
Appropriation Required Y/N:	Y
Amount:	$287,017
Account No.:	406300-8501

Discussion:

The total cost of the project will be $287,017.5 ($260,925 plus a 10% contingency).

This expense will be offset by a release of the Future Facilities reserve in the General Fund and a corresponding transfer to the Safety Hall / City Hall capital project fund (406). The current available balance is $23,711,486.

Attachments

Additional Appropriation
Bid Opening Report
Bid Analysis
Public Work Contract

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 12/1/2023

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: FCS

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
City/Safety Hall	406xxx	8501		$ 287,017.00
				$ $ 287,017.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ $ 0.00

JUSTIFICATION: Re-roofing of the Citrus Center building, located at 300 E State. St., the future home of City Hall.
This expense will be offset from a release of the Future Facilities reserve of the General Fund.
Council Meeting date of January 16, 2024

Requested By: Tabitha Crocker
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **20th day of November 2023 at 3:00 p.m.** on behalf of the Facilities and Community Services Department for **Citrus Center Building Roof Repairs Project – FCS10172023JN**. 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	Superior Roofing Systems, Inc., Anaheim CA	Yes	Yes	N/A	$248,500.00
2	Chapman Coast Roof Co., Inc., Fullerton CA	Yes	Yes	N/A	$299,534.00
3	McDonnell Roofing, Riverside CA	Yes	Yes	N/A	$480,360.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Jawad Naderi

CITY OF REDLANDS
CITRUS CENTER BUILDING ROOF REPAIRS PROJECT
BID ANALYSIS

PROJECT NO.FCS10172023JN
CITRUS CENTER BUILDING ROOF REPAIRS PROJECT

BID DATE: 20-Nov-2023
EST. START DATE: 1-Feb-2024

Item No.	Bid Item	Quantity	Unit	Superior Roofing Systems Inc.		Chapman Coast Roof Co., Inc.		McDonnell Roofing Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of Total Base Bid Price)	1	LS	$12,425.00	$12,425.00	$14,976.00	$14,976.00	$3,500.00	$3,500.00
2	Replacement of all support stands/blocks with Dura-Blok under the communication conduits and cable trays on the roof to facilitate the seamless installation of a new coating, and dispose of all abandoned conduits, equipment, stands, and loose hanging wires.	1	LS	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$13,400.00	$13,400.00
3	Testing and cleaning of all roof drains	1	LS	$2,000.00	$2,000.00	$1,500.00	$1,500.00	$6,500.00	$6,500.00
4	Installation of 1/4-inch thick WEATHERWELD roof reinforcement coating (R-16- 30-A) over the existing builtup asphalt to current roof perimeter. This includes all labor, materials, deep cleaning, removal and disposal of existing silicone patches and asphalt walkway pads.	14,800	SF		$238,140.00	$1,832.00	$271,138.00	$30.00	$444,000.00
5	Installation of 3-inch metal skirt around the roof perimeter.	480	LF	$7.00	$3,360.00	$4.00	$1,920.00	$27.00	$12,960.00
			Total Bid Schedule		**$260,925.00**		**$299,534.00**		**$480,360.00**

Addition error on bid item #1, the unit price and total price are provided but not added to the total bid schedule. On bid item #4, the total price is provided but not the unit price.

Multiplication error on bid item #4, an incorrect unit price is provided, the total item price is accepted as the correct value.

Low Bidders #1, #2 and #3

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 6th day of February, 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 Superior Roofing Systems, Inc. a California corporation (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: Citrus Center Building Roof Repairs Project, FCS10172023JN, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Citrus Center Building Roof Repairs Project, FCS10172023JN (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of two hundred sixty thousand nine hundred twenty-five dollars ($260,925.00) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within forty-five (45) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code

(commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

Chris Hurtado_____
Name of Contractor

By:_____
Signature of Authorized Agent

President_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

__865713_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities and Community Services Department
Citrus Center Building Roof Repairs Project
Project No. FCS10172023JN

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.

Superior Roofing Systems, Inc._____
(Contractor)

_____
(Signature)

President_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Superior Roofing Systems, Inc. (hereinafter designated as "Principal") have entered into an agreement dated February 6th, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Citrus Center Building Roof Repairs Project and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of two hundred sixty thousand nine hundred twenty-five dollars ($260,925) 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 Superior Roofing Systems, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated February 6th, 2024, and identified as Citrus Center Building Roof Repairs Project, FCS10172023JN is hereby referred to and made a part hereof; and

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

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of two hundred sixty thousand nine hundred twenty-five dollars ($260,925) 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: ( )_____