CITY OF REDLANDS
CITY COUNCIL
SUCCESSOR AGENCY

A G E N D A S

SEPTEMBER 5, 2023

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, SEPTEMBER 5, 2023

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

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

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

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

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



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

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5:00 P.M.

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

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

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

1. Conference with legal counsel: Initiation of Litigation – Government Code §54956.9(d)(4) - One (1) Case
(City Attorney Garcia)

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

    1. Rogers, et al. v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2126031
    2. City of Redlands v. Coyote Aviation, Inc., San Bernardino Superior Court, Case No. LLTVA2200544

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

Property:	APN 0292-166-08-0000
Agency Negotiators:	Charles M. Duggan, Jr.; Chris Boatman
Negotiating Party:	Andrew Christopherson, The Grove School
Under Negotiation:	Terms of payment and price of possible lease amendment or purchase of City property

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6:00 P.M.

E. **Reconvene City Council Meeting**

F. ***Invocation by Council Member Saucedo- 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.)

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

H. **Presentations**

1. Redlands Pet Adoption (Redlands Animal Services)

2. Presentation of California Native American Day Proclamation to Vanessa Brierty

3. Presentation of the Gurudev Sri Sri Ravi Shankar and Mental Health Day proclamation to Suketu Patel

4. Presentation of the San Bernardino Valley Demand Management incentive check to the City of Redlands for the water savings achieved through conservation efforts for the Demand Management Incentive Program by San Bernardino Valley's Board President, Paul Kielhold, and Director, T. Milford Harrison

5. Presentation of Recognition Certificate to the Redlands 14U Softball All Star Team members Addie Goff, Bailey Burgess, Cali Leverette, Dani Larsen, Emma Akimoto, Jayla Bowens, Marissa Valentin, Macki Larsen, Mele Wilson, Ryleigh Flanigan, and Vanessa James, and coaching staff Manager Wil Goff and Assistant Coaches Richie Burgess, Donnie Leverette, and Thomas Wilson

6. Presentation of Certificates of Appreciation to Assistant Director of Finance James Garland; Finance Manager Marie Datuin; Senior Accountant Denise Camarillo, and Senior Accountant Jannette Mendoza, and recognition of the Government Finance Officers Association Award for the Annual Comprehensive Financial Report FY 2022 (Management Services/Finance Director Garcia)

I. **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.)

J. **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 minutes of the regular meeting of July 18, 2023, the adjourned meeting of July 25, 2023, and the Special Meeting of August 22, 2023 (City Clerk Donaldson)

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2. Authorize proclamation declaring August 10, 2023 as Gurudev Sri Sri Ravi Shankar and Mental Health Day (Mayor Tejeda)

3. Authorize issuance of proclamation recognizing California Native American Day (Mayor Tejeda)

4. Approve recommendation for appointment to the Citizens' Measure T Oversight Committee (Mayor Pro Tem Barich)

5. Approve the agreement with The Counseling Team International to provide employee assistance program services for safety employees (Assistant City Manager McConnell)

6. Approve a Memorandum of Understanding between the City of Redlands and San Bernardino Community College District to provide student interns (Assistant City Manager McConnell)

7. Accept the Department of Homeland Security, Federal Emergency Management Agency 2022 Emergency Management Performance Grant award in the amount of $22,159, and authorize an additional appropriation of the same amount to the Emergency Preparedness fund (Fire Chief Sessler)

8. Adopt Resolution No. 8510 amending the Appropriations Limit for Fiscal Year 2023-2024 and rescinding Resolution No. 8494 (Management Services/Finance Director Garcia)

9. Approve the agreement with the Office of Traffic Safety relating to the distribution of a grant award in an amount not-to-exceed $130,000; authorize the Chief of Police to sign and execute agreements implementing the grant; approve an additional appropriation of the same (Police Chief Tolber)

10. Adopt Resolution No. 8511 declaring the City Council's intention to vacate excess street right-of-way (Street Vacation No. 193) that is one foot in width and approximately 965 feet in length, and totaling approximately 965 square feet in area, located on the east side of Texas Street, approximately 400 feet north of Domestic Avenue, and along the property frontage of proposed Tentative Tract Map No. 20520 (APN: 0167-041-01-0000). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines (Development Services Director Desatnik)

11. Approve the First Amendment to the Professional Services Agreement with Walker Consultants Inc., to increase the original agreement from $121,560 by $13,000 for a total aggregate amount not-to-exceed $134,560 for professional consulting services related to preparation of the Downtown Parking Study (Development Services Director Desatnik)

12. Receive and file Pavement Accelerated Repair Implementation Strategy (PARIS) Program Annual Report (Municipal Utilities and Engineering Director Harris)

13. Approve a sole source purchase and Software and Support Agreement with LCPtracker, Inc. to furnish labor compliance review software and related services (Municipal Utilities and Engineering Director Harris)

14. Adopt Resolution No. 8509 for the 2023 Sewer System Management Plan, and determine that this action is exempt from environmental review in accordance with Sections 15061(b)(3), 21000, 15301 and 15302 of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

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15. Approve a sole source purchase and Professional Services Agreement with Virtual Project Manager, LLC for construction management software and software training for an amount not to exceed $36,000 for an initial period of three (3) years with two (2) additional one-year renewal options for $12,000 annually, for a total agreement amount not to exceed $60,000 (Municipal Utilities and Engineering Director Harris)

16. Approve the request for in-kind support for $2,625 related to the The Artlands Walk event hosted by The Artlands Creative to be held on September 30, 2023; approve a request to temporarily close East Vine Street from Cajon Street to 6th Street and Civic Center parking lot; authorize the request for the sale and consumption of alcoholic beverages at the event; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

17. Approve the request for commercial vendors and the temporary closure of State Street for the Art-On-State-Street event on September 24, 2023, and determination that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

18. Approve a request for the temporary closure of Clay Street, between Lugonia Avenue and Western Avenue, for the Boys and Girls Club of Greater Redlands-Riverside Day for Kids event on September 16, 2023, from 8:00 am to 4:00 pm, and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

19. Approve the agreement with Geo-Logic Associates, Inc. to provide construction quality assurance, observation, regulatory compliance and documentation for Gas Extraction Wells Installation Phase 2 & 3 at the California Street Landfill in a total agreement amount not-to-exceed $194,138.16 (Facilities and Community Services Director Crocker)

20. Reject all bids for the Runway and Apron Pavement Treatment Project at the Redlands Municipal Airport, Project No. FCS662023JN (Facilities and Community Services Director Crocker)

K. **Communications**

1. Authorize expenditure of funds for travel to Sister Cities Hino,Japan, for Mayor Tejeda to attend the 60-year celebration of Hino's establishment, and the anniversary of the Sister Cities relationship (Mayor Tejeda)

2. Discussion and possible action relating to the request to fly the Pride flag at City Hall for one week, Sept. 6-12, 2023, in honor of Laura Ann Carleton (Council Member Davis)

L. **New Business**

1. Consideration of Resolution No. 8491 Establishing a Pension Management Policy (Management Services/Finance Director Garcia)

2. Consideration of Memorandum of Understanding between the City of Redlands and the University of Redlands for standby paramedic services at university football games for the 2023-2024 school year (Fire Chief Sessler)

Recycled Paper

3. Consideration of a Professional Services Agreement with Tilden-Coil Constructors, Inc., for Master Construction Management Services of the City's new Police Department Safety Hall Facility for an amount not to exceed $3,000,000; approval of an additional appropriation of the same; and determination that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines (Assistant City Manager Boatman)

4. Consideration of an award of construction contract for the California Street Landfill Gas Extraction Wells Phase 2 & 3 to BSE General Engineering Inc, in the amount of $423,726.47; and determination that the project is not subject to further environmental review pursuant to Section 15162 of the State's guidelines implementing the California Environmental Act (Facilities and Community Services Director Crocker)

5. Consideration of a Public Works Construction Contract with Harbor Coating and Restoration for the Mission Zanja Channel Improvements Project, Project No. 405003 for an amount not-to-exceed $381,799; and determination that the Project is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

6. Consideration of an additional appropriation of $4,932,257.96 from the Water Fund and approval of a Non-Professional Services Agreement with Ferguson Enterprises, LLC for an amount not-to-exceed $6,747,257.96 for the third and final phase of the Water Meter Replacement Project (Municipal Utilities and Engineering Director Harris)

7. Consideration of a Highway Safety Improvement Program (HSIP) Cycle 9 Grant in the amount of $298,000, approving a Construction Contract with California Professional Engineering, Inc. for the HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings Project for an amount not-to-exceed $259,245, approving an additional appropriation of $48,000 for this project, and determining that the Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

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

N. **Adjournment**
This meeting is adjourned in memory of former Redlands Mayor Bill Cunningingham. The next regular meeting of the City Council will be held on September 19, 2023.

O. **Successor Agency of the former Redevelopment Agency of the City of Redlands**

1. Call regular meeting of the Successor Agency Board of Directors to order.

2. **Public Comment**
(At this time, the Agency Board will provide an opportunity for the public to address them on any subject, within the jurisdiction of the Successor Agency of the former Redevelopment Agency of the City of Redlands, 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.)

3. Approve the regular meeting minutes of July 5, 2023 (Secretary Donaldson)

4. Adjourn Successor Agency Board of Directors' meeting
The next regular meeting of the Agency will be held on October 3, 2023

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

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

Recycled Paper

City Council/Successor Agency Meeting **H. 6.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Presentation of Certificates of Appreciation to Assistant Director of Finance James Garland; Finance Manager Marie Datuin; Senior Accountant Denise Camarillo, and Senior Accountant Jannette Mendoza, and recognition of the Government Finance Officers Association Award for the Annual Comprehensive Financial Report FY 2022 (Management Services/Finance Director Garcia)

DISCUSSION:

The City was recently awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada for its FY 2021-2022 Annual Comprehensive Financial Report (CAFR). This is the 20th consecutive year the City has been recognized with the prestigious honor.

The Government Finance Officers Association established the Certificate of Achievement for Excellence in Financial Reporting Program in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal.

This achievement was made possible primarily through the efforts of the Finance staff – particularly James Garland, Assistant Finance Director; Marie Datuin, Finance Manager; and Denise Camarillo and Jannette Mendoza, Senior Accountants.

Attachments

Result Letter

Certificate

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

8/16/2023

Danielle Garcia
Management Services / Finance Director
City of Redlands, California

Dear Danielle:

Congratulations!

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2022 has met the requirements to be awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting. The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. Congratulations, again, for having satisfied the high standards of the program.

Your electronic award packet contains the following:

- **A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements**. We strongly encourage you to implement the recommended improvements in your next report. Certificate of Achievement Program policy requires that written responses to these comments and suggestions for improvement be included with your 2023 fiscal year end submission. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.
- **Certificate of Achievement**. A Certificate of Achievement is valid for a period of one year. A current holder of a Certificate of Achievement may reproduce the Certificate in its immediately subsequent annual comprehensive financial report. Please refer to the instructions for reproducing your Certificate in your next report.
- **Award of Financial Reporting Achievement**. When GFOA awards a government the Certificate of Achievement for Excellence in Financial Reporting, we also present an Award of Financial Reporting Achievement (AFRA) to the department identified in the application as primarily responsible for achievement of the Certificate.
- **Sample press release**. Attaining this award is a significant accomplishment. Attached is a sample news release that you may use to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if first-time recipients or if the government has received the Certificate ten times since it received its last plaque) or a brass medallion to affix to the plaque (if the government currently has a plaque with space to affix the medallion). Plaques and medallions will be mailed separately.

As an award-winning government, we would like to invite one or more appropriate members of the team that put together your annual comprehensive financial report to apply to join the Special Review Committee. As members of the Special Review Committee, peer reviewers get exposure to a variety of reports from around the country; gain insight into how to improve their own reports; achieve professional recognition; and provide valuable input that helps other local governments improve their reports. Please see our website for eligibility requirements and information on completing an application.

Thank you for participating in and supporting the Certificate of Achievement Program. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,



Michele Mark Levine
Director, Technical Services

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Redlands
California

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2022

Christopher P. Morrill

Executive Director/CEO

City Council/Successor Agency Meeting **J. 1.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the minutes of the regular meeting of July 18, 2023, the adjourned meeting of July 25, 2023, and the Special Meeting of August 22, 2023 (City Clerk Donaldson)

MOTION:

I move to approve the minutes of the regular meeting of July 18, 2023, the adjourned meeting of July 25, 2023, and the Special Meeting of August 22, 2023.

Attachments

Regular Meeting Minutes of July 18, 2023

Adjourned Meeting Minutes of July 25, 2023

Special Meeting Minutes of August 22, 2023

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on July 18, 2023 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; 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 Assistant Director

Mayor Tejeda called the meeting to order and announced there were no closed session matters scheduled for the City Council to consider. The meeting was recessed at 5:00 P.M.

RECONVENE CITY COUNCIL MEETING

Due to technical difficulties with Zoom, the meeting reconvened at 7:00 P.M. with an invocation by Council Member Guzman-Lowery followed by the pledge of allegiance to the American flag. Shortly thereafter, technical difficulties forced the Mayor to call for another recess. The meeting reconvened at 7:15 P.M.

PUBLIC COMMENT

Freedom of Speech - Michael Paisner thanked Mayor Tejeda for defending his right to free speech during a Council meeting in May as he displayed the pride flag at the podium, but he was disappointed with the Mayor's overall voting record and thought it lacked consistency.

Redlands Theatre Festival - Paul Blatchley restated his request that the City consider renaming the Avice Meeker Sewall Theatre in honor of Cliff Cabanilla, who had recently passed away.

Post Employment Retiree Health Plan - Julie Neitzel raised several questions regarding the City's new methodology to administrate the post employment health plans for retirees. City Manager Duggan explained the City was working through Nationwide to create health medical accounts for employees and retirees. The mechanism was a way to be consistent with both groups and satisfy obligations with CalPers. He announced there would be an informational meeting on July 24, 2023 at 10:00 a.m.

TECHNICAL DIFFICULTIES

Technical difficulties continued to plague Zoom access for the public and City Attorney Garcia recommended the Council consider adjourning the meeting to a specific day and time to be in compliance with the Brown Act.

On motion of Council Member Guzman-Lowery, seconded by Council Member Davis, the City Council, by roll call vote, failed to agree to adjourn the meeting. It wasn't clear to everyone that zoom accessibility was limited.

Vote: 2 - 3 Failed
NAY: Council Member Saucedo, Mayor Pro Tem Barich, Mayor Tejeda

Council Members asked staff to verify whether remote attendees were able to participate in the meeting with full audio and video capabilities and once verified, it was clear there were technical difficulties preventing full participation.

On motion of Council Member Guzman-Lowery, seconded by Council Member Davis, the City Council, by roll call vote, agreed to adjourn the meeting to Tuesday, July 25, 2023 at 6:00 P.M.

Vote: 5 - 0 Passed

ADJOURNMENT

With no further action required, the meeting adjourned at 7:40 P.M. to July 25, 2023 at 6:00 P.M.

MINUTES

Regular meeting of the City Council of the City of Redlands, as adjourned on July 18, 2023, and held in the Council Chambers, Civic Center, 35 Cajon Street, on July 25, 2023 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:	Chris Boatman, Assistant City Manager; Janice McConnell, Assistant City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; 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; Tabitha Crocker, Facilities and Community Services Assistant Director; Deanna Cantrell, Deputy Police Chief

Mayor Tejeda called the adjourned meeting of July 18, 2023 to order and announced there were no closed session matters scheduled for the City Council to consider. The meeting was recessed at 5:00 P.M.

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Council Member Guzman-Lowery followed by the pledge of allegiance to the American flag.

PUBLIC COMMENT

Council Member Representation - Andrea Ramirez, a resident of District 1, was frustrated that Council Member Davis had not responded to her emails or acknowledged her concerns and she thought her perspectives were not represented properly.

Rapid Building Growth - Susan Leonard was concerned with traffic congestion and the rapid growth of development within the City, especially in the downtown area.

Council Member Service - Michael Paisner stated he had watched the actions of council members for several years and was convinced that each one deserved his respect, despite any differences of opinion that might have existed. He thought Council Member Davis had been serving the community well.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the regular meeting minutes of July 5, 2023.

Vote: 5 - 0 Passed

Citizens' Measure T Oversight Committee Appointment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously appointed, by roll call vote, Brooke Doolittle of the Redlands Civilian Safety Employees Association to serve a one-year term as the non-public safety bargaining unit member on the Measure T Oversight Committee beginning July 18, 2023, and ending July 18, 2024; and appointed Reggie Brown of the Redlands Association of Fire Management Employees to serve a one-year term as the public safety bargaining unit member on the Measure T Oversight Committee beginning July 18, 2023, and ending July 18, 2024.

Vote: 5 - 0 Passed

Proclamation Redlands Bowl 100th Year Anniversary

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, a Proclamation celebrating the Redlands Bowl 100th Year Anniversary.

Vote: 5 - 0 Passed

Resolution No. 8504 Salary Schedule

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8504 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8466. The City secured an Encampment Resolution Fund Program Award in the amount of $4,529,069 which provides support in ensuring the wellness and safety of people experiencing homelessness. A portion of these funds will be used to add additional staffing to the City's Homeless Solutions Program.

Vote: 5 - 0 Passed

CalApp Grant Award Acceptance

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously accepted, by roll call vote, the California Energy Commission CalAPP+ Grant in the amount of $60,000 for the implementation of the online solar permitting program; authorized an additional appropriation in the amount of $60,000; and adopted Resolution No. 8501 authorizing the City Manager, or designee, to execute the California Energy Commission Grant Agreement and all other related documents necessary to implement the CalApp Program.

Vote: 5 - 0 Passed

Intergovernmental Purchase Network Security Enhancements

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, an intergovernmental purchase of Palo Alto Networks Firewall Hardware and Software Support, for network security enhancements from Digital Scepter Corporation in the amount of $240,263.

Vote: 5 - 0 Passed

2002 Type I Seagrave Fire Engine Sale

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the sale of a 2002 Type I Seagrave Fire Engine to Crafton Hills College for their Fire Academy and Fire Technology Programs for the amount of $1.

Vote: 5 - 0 Passed

California Conservation Corps Sponsorship Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, a Sponsorship Agreement with the California Conservation Corps for participation in the Wildland Fire Mitigation and Fuels Reduction Program.

Vote: 5 - 0 Passed

Resolution No. 8506 CDBG Funding Award

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously accepted, by roll call vote, the 2023-2024 Community Development Block Grant (CDBG) funding award in the amount of $334,141; authorized an additional appropriation of $334,141 for the FY2023-2024 CDBG Program Year; and adopted Resolution No. 8506 authorizing the City Manager, or designee, to execute agreements, amendments and other related documents associated with the 2023-2024 CDBG Program Year.

Vote: 5 - 0 Passed

Resolution Nos 8499 and 8500 Outside City Utilities

Development Services Director Desatnik provided background on Resolution No. 8499 and a request for new connections to the City of Redlands water distribution and sewer collection systems for seven vacant parcels located at the northeast corner of the intersection Nice Avenue and Turquoise Avenue in the unincorporated community of Mentone within San Bernardino County. Measure U, approved by the voters in 1997, requires a Pre-Annexation Agreement with the Applicant, since the development is located within the City's sphere of

influence. As public comment, San Orbaker, of the Mentone Chamber of Commerce, opposed the pre-annexation agreement, thought the action illegal and added that Mentone residents did not want to lose any additional land to the City of Redlands. City Attorney Garcia said the item had been reviewed and was found legal, while Director Desatnik explained the action, if approved, was not physically annexing territory within Redlands.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously adopted, by roll call vote, Resolution No. 8499 for new connections to the City of Redlands water distribution and sewer collection systems for seven vacant parcels located at the northeast corner of the intersection Nice Avenue and Turquoise Avenue and identified as county of San Bernardino Assessor's Parcel Numbers 0298-103-14-0000 through 0298-103-20-0000 in the unincorporated community of Mentone within San Bernardino County; adopted Resolution No. 8500 relating to Pre-Annexation Agreement No. 23-08 and determined that approval of the Resolutions is exempt from environmental review pursuant to Sections 15303 and 15319 of the California Environment Quality Act (CEQA) guidelines.

Vote: 5 - 0 Passed

Resolution No. 8495 Five Year Measure I Capital Improvement Plan

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 adoption of Resolution No. 8495 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. 8495 for the Fiscal Year 23/24 through Fiscal Year 27/28 Five Year Measure I Capital Improvement Plan (CIP). Measure I requires each local jurisdiction receiving Measure I revenues to adopt a Five-Year CIP listing the projects that will be funded or partially funded through Measure I annually. Streets identified for improvement in the Five-Year CIP are determined through the City's Pavement Management Program (PMP), which was adopted by City Council in April 2020. Street segments are programmed into the City's annual street resurfacing project based on the PMP recommendations.

Vote: 5 - 0 Passed

Resolution No. 8498 Traffic Regulations

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8498 establishing a no-parking zone and restricted parking zone from 10:00 PM to 6:00 AM on Industrial Park Avenue between Nevada Street and Alabama Street.

Vote: 5 - 0 Passed

Hold Harmless Agreement for Heroes and Helpers 2023 Event

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the Hold Harmless Agreement with Redlands Joint Venture, LLC, Majestic Realty Co. for use of its facilities for the Heroes and Helpers 2023 Event between December 18, 2023 and December 21, 2023.

Vote: 5 - 0 Passed

2023 Toyota Tundra Donation

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously accepted, by roll call vote, the donation of a 2023 Toyota Tundra for the Redlands Police Department's Citizen Volunteers, valued in the amount of $53,156.68, from the Redlands Police Community Foundation; and authorized an additional appropriation of the same amount.

Vote: 5 - 0 Passed

Downtown Redlands Artwalk Event In-Kind Support

Facilities and Community Services Director Crocker introduced the request from Kid's Cures Foundation for in-kind support of $8,344, for street closures and for the sale of alcoholic beverages related to the Downtown Redlands Artwalk to be held on October 29, 2023. As public comment, Dennis Bell pointed out the event host was an out-of-town organization and he wondered why such a busy street as State Street would need to be closed. He also raised questions surrounding the hard and soft costs as listed in the staff report and urged the City for more transparency and accountability. Staff clarified that the in-kind support costs were based on a worst-case scenario and ultimately the final amount paid by the City could be less than estimated.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the state’s guidelines implementing the California Environmental Quality Act; authorized and approved a request for in-kind support in the amount of $8,344 related to this event; authorized the temporary closure of East State Street from Orange Street to 7th Street, and 5th Street from Redlands Boulevard to State Street on October 29, 2023; and approved the request for the sale and consumption of alcoholic beverages in Ed Hales Park.

Vote: 5 - 0 Passed

Amending Contract Joslyn Senior Center Renovation Project

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 the approval of the agreement is exempt from an environmental review pursuant to Section 15061 of the State's CEQA guidelines; and approved the Second Amendment to the Public Works Contract with Armstrong Cal Builders, Inc. for the Joslyn Senior Center Renovation Project to extend the time for completion by seventy-five (75) calendar days.

Vote: 5 - 0 Passed

Amending Contract Prospect Park Lighting Upgrades

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the First Amendment to the Public Works Contract with VT Electric, Inc. for the Prospect Park Lighting Upgrades, to extend time for completion by ninety (90) calendar days.

Vote: 5 - 0 Passed

License Agreement for Regional Aerobatic Competition

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the License Agreement is categorically exempt from environmental review pursuant to Section 15323 of the state's guidelines implementing the California Environmental Quality Act; and approved the License Agreement with International Aerobatic Club Chapter 26 for use of the Redlands Municipal Airport for the 2023 Official Regional Aerobatic Competition to be held August 31, 2023 through September 3, 2023.

Vote: 5 - 0 Passed

COMMUNICATIONS

Use of Zoom for City Council & Planning Commission Meetings

After facing technological difficulties during the meeting of July 18, 2023 which forced the City Council to adjourn the meeting to tonight, Mayor Tejeda asked his colleagues whether they still supported continuing the use of Zoom for all meetings of the City Council and Planning Commission. On February 13, 2023, the City Council authorized the continued use of Zoom for City Council and Planning Commission and agreed to allow for remote participation pursuant to AB 2449. Mayor Pro Tem Barich said he was not a fan of Zoom and instead, preferred in-person meetings with the public speaking directly to the Council. Council Members Davis and Guzman-Lowery valued the increased public participation and accessibility and appreciated the provision of greater flexibility allowed under AB 2449 for the Council to teleconference during meetings (limited to four times per year).

As public comment, twenty-four people spoke in support of continuing Zoom as a way to engage the public, promote equal and fair access, and they thought the benefits far outweighed any technical glitches experienced. Andy Hoder pointed out the public could watch the live feed through the City's website and through the local government access channel, and anyone could participate using their phones. Dennis Bell stated that Zoom had been unreliable from the very beginning, and he didn't trust its viability. Mayor Pro Tem Barich admitted he learned from the various speakers who addressed the Council tonight, and he recognized the need to reevaluate Zoom's usefulness. Although Zoom could be frustrating at times, Council Members agreed the desired goal was to promote transparency, offer access to everyone and encourage public participation.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously authorized, by roll call vote, the continued use of Zoom for all meetings of the City Council and Planning Commission in order to comply with teleconferencing requirements as described in California Assembly Bill 2449.

Vote: 5 - 0 Passed

Sister Cities Hino, Japan Travel Expenditure

Mayor Tejeda offered background of the Sister Cities program and read from a letter personally inviting him to Hino, Japan, so that he could attend the 60-year celebration of Hino's establishment, and the anniversary of the Sister Cities relationship. He said that the Council must authorize the expenditure of funds for travel to Sister Cities Hino, Japan. During a City Council presentation on May 16, 2023, Caitlin Arakawa, of Sister Cities Hino, Japan, extended an invitation to Mayor Tejeda from Hino City Mayor Otsubo to attend their 60th anniversary celebration in Hino this coming November. The last Council Member to travel to Japan was Jon Harrison, who accepted an invitation to visit Hino in 2003 to celebrate their 40th year anniversary.

As public comment, thirteen people raised several questions that were not addressed in the staff report, including what were the costs, what were the goals and how would the expenditure benefit Redlands. Some said they supported cultural experiences, but this was not an appropriate use of funds when the City had so many other pressing needs. They suggested the Mayor consider raising his own funds for the travel expenses. Two speakers, Kenneth Ford and Ellen Gruenbaum supported the sister city program and thought this an excellent opportunity to grow the partnership.

Council Members Guzman-Lowery and Davis asked for more details about the cost and objectives of the trip in order for them to make a more informed decision about authorizing the expenditure. Council Member Davis also pointed out it was their duty to be fiscally responsible with the City's finances. Desiring to provide additional context for the expenditure, Council Member Saucedo read from Resolution No. 7938, the current policy governing expenses and use of public resources. Mayor Pro Tem Barich was curious about the cost, and he thought the item should be postponed until the September 5, 2023 meeting, to give staff time to establish the expenditure amount needed for travel. He supported the trip and even offered to help with a donation. He said the visit would show good will to the people of Hino.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously directed staff, by roll call vote, to determine trip costs for the Mayor to travel to Sister City Hino, Japan; and directed staff to provide relevant details associated with the visit; and authorized this item be brought back for consideration on September 5, 2023.

Vote: 5 - 0 Passed

Resolution No. 8508 Mayor and Mayor Pro Tempore Selection

Mayor Tejeda opened the discussion relating to Resolution No. 8508, establishing the process for the selection of the Mayor and Mayor Pro Tempore and their respective terms of office and repealing Resolution No. 8414. On December 20, 2022, the City Council reviewed potential changes to the selection process by which the council selects the Mayor and Mayor Pro Tempore and adopted Resolution No. 8414 to provide for a seniority-based rotating schedule beginning December 2024 and continuing thereafter, every even numbered year. On January 17, 2023, the City Council adopted Ordinance No. 2953 amending Chapter 2.02 of the Redlands Municipal Code relating to the selection process. Resolution No. 8508 would eliminate the rotation system and states that the City Council shall meet after each general municipal election and choose one of its members as Mayor, and one of its members as Mayor Pro Tempore. The terms of office of the Mayor and Mayor Pro Tempore will be for two years.

As public comment, twenty-eight people urged the Council to give the rotation method a chance, pointing out there was no data to prompt the reversal of the current resolution. Speakers raised several topics, including, the value of providing each district equal and fair representation, the premature timing of the proposal because it had only been seven months since the rotation schedule had been approved and they recommended the process be tested first and then reevaluated. Many said there was an appearance that the proposed resolution attempted to reduce the power of women leaders, diminish the LGBTQ community and target Council Member Davis. Five people preferred having council members select the mayor and MPT amongst themselves, stating this method was based on merit, not on seniority. Ryan Johnson suggested the Council consider electing the mayor at-large, so that every voter was given an opportunity to determine who represented the City as mayor.

Throughout a lengthy discussion, Council Members provided their thoughts and perspectives. Mayor Tejeda concurred with many of the speakers that the optics were not good, and he apologized. He read from a letter submitted by a former council woman who made the case that the selection of mayor should be based on merit, and not on what is considered fair and equitable, and she thought the council members were in the best position to make that decision. Council Member Davis was unsure why this was on the agenda since the Council had already voted on the matter in December 2022 and the rotation schedule had not been tried and tested yet. She and Council Member Guzman-Lowery questioned the timing and asked the Mayor to explain why this was being considered. Council Member Saucedo favored the system whereby council members determined who would fill the leadership roles based on competency, not on time served. Mayor Pro Tem Barich was uncomfortable making a decision tonight and suggested the matter be tabled so that he and his colleagues could have more time to speak with their constituents and consider all options, including the possibility of electing a mayor at-large.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council agreed, by roll call vote, to table Resolution No. 8508 establishing the process for the selection of the Mayor and Mayor Pro Tempore and their respective terms of office and repealing Resolution No. 8414. Delaying a decision will allow more time for public engagement.

Vote: 4 - 1 Passed

NAY: Mayor Eddie Tejeda

PUBLIC HEARINGS

Resolution No. 8497 Delinquent Municipal Services Account Report

Mayor Tejeda declared the meeting open as a public hearing and called on Management Services/Finance Director Garcia for a review of Resolution No. 8497 approving the Delinquent Municipal Services Account Report and the submittal of the report to the Auditor-Controller of San Bernardino County for lien processing. Delinquent accounts not paid by August 23, 2023 will be included on the 2023-2024 tax roll that staff will submit to the County no later than the final deadline of September 1, 2023. Staff will accept payments on delinquent accounts up until August 23rd, such that any and all accounts that are brought current as a result will be excluded from the list being sent to the County for recordation. With no further comments, the Mayor closed the public hearing.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich the City Council unanimously approved, by roll call vote, Resolution No. 8497 approving the Delinquent Municipal Services Account Report and Submittal of the Report to the Auditor-Controller of San Bernardino County for Lien Processing.

Vote: 5 - 0 Passed

Resolution No. 8502 Delinquent Administrative Citation and Fine Report

Mayor Tejeda declared the meeting open as a public hearing and called on Facilities and Community Services Director Crocker for a review of Resolution No. 8502, approving the Delinquent Administration Citation Fine Report and submittal to the Auditor-Controller of San Bernardino County for lien processing. Ms. Crocker described the administrative citation program and explained that staff makes every attempt to work with the property owner to comply with the Municipal Code before issuing citations. She added the program was complaint driven. The property owners, identified in the reports, have been found in violation of various sections of the Redlands Municipal Code (RMC). To date, 72 delinquent administrative citations have been issued to the property owners listed in the report with a total unpaid fine balance of $68,705 as of July 1, 2023. The property owners were mailed a notice of the City Council's consideration of this report on July 5, 2023, which specifies that objections may be presented at the hearing or filed in writing five days in advance of the hearing. With no further comments, the public hearing was closed.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo the City Council unanimously approved, by roll call vote, Resolution No. 8502 approving the Delinquent Administrative Citation and Fine Report and submittal to the Auditor-Controller of San Bernardino County for Lien Processing.

Vote: 5 - 0 Passed

NEW BUSINESS

Resolution No. 8503 Senior Housing Density Bonus Agreement

Sean Reilly, of Development Services, presented Resolution No. 8503 to approve a Density Bonus Agreement for a 108-unit, market-rate, multi-family project that is deed restricted for senior housing (55+) located between Grove Street and Judson Street, south of the Orange Blossom Trail. Mr. Reilly provided background of the density bonus program Pursuant to State law, as well as Section 18.228.030(A) of the Redlands Municipal Code, a density bonus granted to a residential development project shall consist of an increase over the maximum residential density allowable under the City's General Plan designation as of the date of application and in this case, the applicable General Plan designation for the project is High Density Residential. This land use designation allows up to 27 units per acre. Projects that are deed restricted to only allow tenants that are senior citizens, are eligible for a density bonus of up to 20% by both State law and the Municipal Code. The applicant is requesting an increase in density of approximately 15%. As public comment, Bobby Garrity urged the Council to think about the long-term housing needs of Redlands. He pointed out this senior housing development was not accessible to him, and he wondered why the City artificially limited housing development by way of requiring excessive parking standards and arbitrary design standards. Andy Hoder questioned what the term "Market Rate" really represented.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8503 to approve a Density Bonus Agreement for a 108-unit, market-rate, multi-family project that is deed restricted for senior housing (55+) located between Grove Street and Judson Street, south of the Orange Blossom Trail (APNs: 0170-221-53-0000 and 0170-221-55-0000); and determined that approval of this resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

Highway Safety Improvement Program Grant Acceptance

Municipal Utilities and Engineering Director Harris provided details of two Highway Safety Improvement Program grants for projects totaling $653,600 and $245,000, respectively. The first project will install a new traffic signal, including left turn phasing and pedestrian controls, at the intersection of San Bernardino Avenue and Church Street, while the second project will improve existing traffic signals by installing larger signal heads with reflective borders at various locations throughout the City. Furthermore, he explained the need for the City Council to reject a third Highway Safety Improvement Program grant in the amount of $718,100 to install protected left turn phase signals and timing at existing signalized

intersections because the General Fund would not be able to support the local match of this third project.

Council Member Saucedo wondered if future Highway Safety Grant funds could be used to explore improving safety on Lugonia Avenue corridor from Alabama to Wabash. Director Harris briefly discussed the matter and stated jurisdictions overseeing this stretch included CalTrans, San Bernardino County and the City. He added that staff continues to work with these agencies on a regular basis. As public comment, Bruce Laycook asked how many people needed to die to bring pressure to bear on CalTrans to make safety a priority. Julie Houston suggested the City establish a committee to consider improvements at Lugonia and University.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously accepted, by roll call vote, two Highway Safety Improvement Program grants for projects totaling $653,600 and $245,000, respectively; rejected one Highway Safety Improvement Program grant in the amount of $718,100; and approved an additional appropriation in an amount not-to-exceed $808,740 for this project.

Vote: 5 - 0 Passed

Resolution No. 8507 FCS Annual POs

Facilities and Community Services Director Crocker reviewed Resolution No. 8507 approving annual purchase orders for the Facilities and Community Services Department for Fiscal Year 2023-24.

On motion of Mayor Eddie Tejeda, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that adoption of Resolution No. 8507 approving the agreements and purchase orders for the Facilities and Community Services Department for Fiscal Year 2023-24 is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8507.

Vote: 5 - 0 Passed

RAFME and Teamsters Local 1932 MOU

Assistant City Manager Boatman provided background of the negotiation process leading to the proposed Memorandums of Understanding between the City of Redlands and the Redlands Association of Fire Management Employees and Teamsters Local 1932 for the period of July 1, 2023 through June 30, 2026. All unit members of each bargaining group will receive a seven percent salary increase for the first year of the contract and two percent salary increases in both years two and three. Other changes include elimination of the two-tier benefit contributions, increases in vacation accruals and deferred compensation, professional development incentives, changes in overtime calculations, and reimbursement for costs associated with obtaining a commercial license.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the Memoranda of Understanding negotiated by City staff between the City of Redlands and the Redlands Association of Fire Management Employees and Teamsters Local 1932 for the period of July 1, 2023 through June 30, 2026.

Vote: 5 - 0 Passed

CA Interagency Council on Homelessness Grant Award

Assistant City Manager Boatman explained the City was awarded just over $4.5 million from the Encampment Resolution Fund (ERF-2) grant to help address unsheltered homelessness and create pathways to housing in the City. Through this program, the City will serve approximately 200 homeless individuals residing within encampments located along the Interstate 10 freeway, Interstate 210 freeway, Highway 38, and in the Santa Ana River basin with services such as street outreach, shelter, housing navigation, rapid rehousing, permanent housing, and hotel vouchers. The majority of the grant funds will be distributed by the City to local non-profit service providers ("subcontractors") in order to meet the project's proposed outcomes. Upon the City Council's acceptance of the Encampment Resolution Funding Program (ERF-2-R) grant, staff will prepare subcontractor agreements for the Council's consideration at a future meeting. The funding will be allocated to local nonprofits that will assist the City in providing services. In addition, funding will be utilized to hire two full-time City outreach workers, and one full-time administrative assistant to support the Homeless Solutions Division. Council Member Guzman-Lowery praised the work of Homeless Solutions Coordinator, David Rabindranath and his team.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously accepted the award of $4,529,069 from the California Interagency Council on Homelessness Unit of the Business, Consumer Services and Housing Agency for the Encampment Resolution Funding Program and authorized the City Manager to execute the grant agreement and related program documents; and authorized the additional appropriation of $4,529,069.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

There were no Council Member announcements presented.

ADJOURNMENT

There being no further action required the meeting adjourned at 10:57 P.M. The next regular meeting of the City of Redlands City Council will be held on September 5, 2023.

MINUTES

Special meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on August 22, 2023 at 4:30 P.M.

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

Mayor Pro Tem Barich 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 comments on any subject within the jurisdiction of the City Council.

PUBLIC COMMENT

In Memory Of - Six people, including Samantha Trad, Jack MacPhee, Hannah Edmondson, Michael Paisner, Jonathan Shidler and Daria Cross expressed their sadness at the loss of Laura Ann "Lauri" Carleton, an ally of the LGBTQ+ community, who was recently shot during a dispute over a pride flag hanging outside her clothing store in Cedar Glen. They urged the Council to consider flying the pride flag in her honor.

Inclusionary Housing Program - Bruce Laycook reminded the Council there was still work to be done on the Inclusionary Housing Ordinance that was approved last month. He requested the Council consider removing language from the ordinance related to fulfilling the inclusionary housing requirements with moderate income housing, and he stated that accessible housing means housing that is affordable.

Redlands Bowl Music Festival & RUSD Superintendent - Dennis Bell said that despite signage stating there would be "No reserving of seats", "No smoking" and "No dogs" allowed, he complained there was an abundance of all of them during the Summer Music Festival. He added the meet and greet hosted by the RUSD to introduce the new district superintendent was not properly advertised to the general public.

COMMUNICATIONS

League of California Cities Annual Conference Voting Delegate

City Manager Duggan opened the discussion to consider designating a voting delegate and an alternate to the 2023 League of California Cities Annual Conference scheduled to occur September 20-22, 2023 in Sacramento.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council designated, by roll call vote, Council Member Mario Saucedo to serve as the voting delegate; and designated Council Member Davis to serve as the alternate voting delegate for the League of California Cities 2023 Annual Conference.

Vote: 4 - 0 Passed

CITY COUNCIL PROJECTS REVIEW

Study Session

City Manager Duggan provided a review of projects that were currently underway throughout the City, and he highlighted several more that were planned for this fiscal year. He briefly introduced nine projects that were previously identified by individual Council Members, and he explained he was seeking additional direction and possible prioritization of these projects, in order to best utilize finite staff time on items the full City Council wishes to pursue. Council Members spoke in support of each of their individual requests. City Manager Duggan added that Project Nos. 1, 8 and 9 (FRAN/Free Rides Around Neighborhood, Landscape Plan for Santa Ana River Trail Bluff and Developing options for building a parking structure at the current City Hall site) could be removed from this list, as staff was already working on these items. The six remaining projects included: #2-Ordinance to ban gas leaf blowers; #3-Bicycle sharing program; #4-Creation of a mental health response team; #5-Northside economic development/opportunity zones; #6-Broadband improvement in underserved areas of the city; and #7-Cannibis tax.

As a group, the Council discussed the merits of each of the other six projects and it was agreed there was enough support and interest to direct staff to pursue these projects. This included doing research associated with each one and preparing a report to present to Council at a future meeting. As public comment, Andy Hoder voiced concerns about the proposed project to ban gas leaf blowers, stating that this action would impact dozens and dozens of landscape companies. He pointed out that leaf blowers were not the only tools using gas and he asked the Council to consider all sides of the proposal before moving forward. Jennifer Maravillas supported the creation of a mental health response team and she stated that the City should consider the program currently in place in San Bernardino County. Michael Paisner liked the bicycle sharing program, but warned the city had no established infrastructure separating vehicles and bicycles, which he said would be necessary for a safe and successful program.

ADJOURNMENT

City Manager Duggan, Mayor Pro Tem Barich and Council Member Saucedo commended City staff for their tremendous efforts in response to the storm brought on by Hurricane Hillary last weekend. There being no further action the special meeting adjourned at 5:42 P.M.

City Council/Successor Agency Meeting **J. 2.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize proclamation declaring August 10, 2023 as Gurudev Sri Sri Ravi Shankar and Mental Health Day (Mayor Tejeda)

MOTION:

I move to authorize the issuance of a proclamation declaring August 10, 2023 as Gurudev Sri Sri Ravi Shankar and Mental Health Day.

Attachments

Gurudev Sri Sri Ravi Shankar and Mental Health Day

PROCLAMATION

Gurudev Sri Sri Ravi Shankar and Mental Health Day

WHEREAS, Grudev Sri Sri Ravi Shankar and Art of Living Foundation are committed to promoting a stress free and violence free society through educational programs that teach yoga, meditation, and Sudarshan Kriya; and

WHEREAS, Gurdev Sri Sri Ravi Shankar is a leader in meditation and the founder of the Art of Living Foundation, a nonprofit humanitarian organization that operates globally and has impacted many lives, fostering a one-world family perspective and closer communities; and

WHEREAS, meditation and yoga create mental clarity and calmness, increase bodily awareness, relieve chronic stress pattern, relax the mind, center and sharpen concentration; and

WHEREAS, the "Sixth Sense" campaign encourages all to seek inner peace, generating external energy and fueling the worldwide vison for peace;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim Saturday, August 10, 2023, as Gurudev Sri Sri Ravi Shankar and Mental Health Day.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 5th day of September 2023.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **J. 3.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of proclamation recognizing California Native American Day (Mayor Tejeda)

MOTION:

I move to authorize issuance of a proclamation recognizing California Native American Day.

Attachments

Proclamation - CA Native American Day

PROCLAMATION

California Native American Day

WHEREAS, the City of Redlands recognizes the importance of acknowledging and honoring the rich history, culture, and contributions of California Native Americans; and

WHEREAS, California Native American Day provides an opportunity to celebrate the heritage, traditions, and resilience of California Native American peoples; and

WHEREAS, California Native American Day offers a chance to educate the community about the diverse California Native American cultures that have shaped our region and our state; and

WHEREAS, the City of Redlands aims to promote inclusivity, diversity, and respect for all individuals and communities within our city limits; and

WHEREAS, California Native American communities have made significant contributions to the growth, development, and progress in the City of Redlands through their rich traditions, art, language, medicine, environmental stewardship, and more; and

WHEREAS, recognizing California Native American Day will foster a greater understanding and appreciation of the historical and contemporary issues faced by California Native American communities: and

WHEREAS, many states and cities across the State of California have already established California Native American Day as an official observance to honor the Indigenous peoples of this land:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby recognize the importance of California Native American Day, celebrated every year on the 4th Friday of September and this year on September 22, 2023. The City of Redlands encourages residents, educational institutions, and community organizations to observe California Native American Day through activities, events, and educational initiatives that promote understanding, cultural exchange, and respect for California Native American traditions and contributions.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 5th day of September 2023.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **J. 4.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for appointment to the Citizens' Measure T Oversight Committee (Mayor Pro Tem Barich)

MOTION:

1. I move to appoint Scott Welsh (District 5) to serve a two-year term on the Measure T Oversight Committee ending September 5, 2025.

RECOMMENDATION:

It is recommended by Mayor Pro Tem Barich that the City Council consider this appointment to represent District 5 on the Measure T Oversight Committee.

DISCUSSION:

During the City Council meeting on December 1, 2020, Ordinance No. 2916 was adopted adding Chapter 2.72 to the Redlands Municipal Code establishing a Citizens' Measure T Oversight Committee ("Oversight Committee") to serve in an advisory capacity to the City Council for the purpose of providing independent advisory review of the proposed expenditure of revenues generated by the City's transactions and use tax. The committee shall advise the City Council regarding the use of transactions and use tax revenue, according to the priorities set forth in each fiscal year adopted budget. The duties of the committee shall include review of the City's expenditure of revenues received from the one percent (1%) transactions and use tax imposed by Measure T, on an annual basis; act in an advisory capacity to the City Council in all other policy matters pertaining to Measure T funds; and present an annual written report to the City Council.

The Oversight Committee shall consist of seven (7) members. Two members shall represent the City's employee bargaining units; one representing the public safety bargaining units and one representing the remaining non-public safety bargaining units. The bargaining unit members shall be appointed to a one-year

term by the Mayor with approval of the City Council. The five (5) remaining citizen members shall each represent a council district and be appointed by the Council Member of that corresponding district with approval of the City Council.

The term of committee member Shelli Stockton ended on April 20, 2023, creating a lack of representation for District 5. In June 2023, the City issued a public notice soliciting applications to represent District 5 on the Measure T Oversight Committee. The public notice was concurrently aired on Redlands TV and posted on the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. A total of 1 application was received.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Public Notice
District 5 Application

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

PUBLIC NOTICE

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

MEASURE T OVERSIGHT COMMITTEE- the Measure T Oversight Committee is an independent committee established to serve in an advisory capacity to the city council for the purpose of providing independent advisory review of the proposed expenditure of revenues generated by the City's transactions and use tax. The committee shall advise the city council regarding the use of transactions and use tax revenue, according to the priorities set forth in each fiscal year adopted budget. The duties of the committee shall include review of the City's expenditure of revenues received from the one percent (1%) transactions and use tax imposed by Measure T, on an annual basis; act in an advisory capacity to the city council in all other policy matters pertaining to Measure T funds; and present an annual written report to the city council.

The five (5) citizen members of the committee shall each be selected from one council district and be appointed by the council member of that corresponding district, with the approval of the city council.

Currently, there is one (1) opening for a Measure T citizen member. Applications are being accepted for residents of **District 5**. The City Council District Boundary Map adopted March 15, 2022 may be found on our website https://www.cityofredlands.org/elections

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

Deadline for filing applications is July 21, 2023.

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

6/30/23

CITY OF REDLANDS
MEASURE T OVERSIGHT COMMITTEE APPLICATION FORM

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

Name Scott Welsh

Address [redacted] Redlands, 92373

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

Email [redacted]

Occupation owner Welsh Insurance Services, Inc

Council District 5 https://www.cityofredlands.org/pod/election-district-maps

City Manager's Offi

JUL 19 2023

Received

Reasons for desiring to serve – relevant experience and qualifications:

I have a deep belief that a community is stronger when all parts of the community participate.

In 2018, as President of the Redlands Chamber of Commerce, I was part of the original focus group that formed the basis for Measure T. Because of that unique perspective, I have a keen understanding and appreciation for the purpose and intent of Measure T to the community.

I've been a long time volunteer director of the Redlands Bicycle Classic.

Signature Scott Welsh **Date** 7/20/2023

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

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

(1) Daniel Rendler
[redacted]
Redlands,92373
[redacted]
Telephone

(2) Stan Weisser
[redacted]
Redlands, 92373
[redacted]
Telephone

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

You will be notified of appointments by the City Council. Your application will be retained for one year. Please note that this form is a public record that may be subject to disclosure upon request.

✓address Verified

City Council/Successor Agency Meeting **J. 5.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the agreement with The Counseling Team International to provide employee assistance program services for safety employees (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 a three-year agreement with The Counseling Team International to provide employee assistance program services to safety employees for the period beginning September 6, 2023, and continuing through September 5, 2026, with annual amounts not to exceed $34,800-in year 1, $36,540-in year 2, $38,400-in year 3 and a 5% increase if services are sustained for year 4 and 5.

RECOMMENDATION:

Staff recommends that Council approve a three-year agreement with The Counseling Team International to provide employee assistance program services.

DISCUSSION:

On June 21, 2023, Human Resources issued a Request for Proposals (RFP) to solicit a qualified firm to provide a comprehensive Employee Assistance Program (EAP). As part of the RFP process, staff developed and circulated an RFP seeking, among other matters, qualifications, pricing, and a summary demonstrating their understanding of the scope and services. The RFP was posted on Planet Bids and one firm responded: The Counseling Team International (TCTI). Staff recommends that the City Council select TCTI.

The Employee Support Service Program at TCTI was established in 1987 to provide safety employees, and their qualified dependents, counseling and referrals to appropriate professional resources in resolving personal and/or work-related problems that may impact their job performance, health, mental and emotional well-being. TCTI's counseling has helped in areas such as stress, depression, marriage and family/relationships, substance abuse, weight control, financial difficulties, suicide ideation and career concerns.

It is recommended that the agreement with TCTI be approved for EAP services to safety employees beginning September 6, 2023, through September 5, 2026 with annual amounts not to exceed $34,800-in year 1, $36,540-in year 2, $38,400-in year 3 and a 5% increase if services are sustained for year 4 and 5.

ALTERNATIVES:

The Council may decide not to approve the agreement and direct staff to seek alternative providers for EAP services.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Tommi Ng, Assistant Director, HR/Risk Management
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Liz Marin, HR Manager

Fiscal Impact

Fiscal Year:	2023/2024
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Discussion:	

The cost of the agreement with The Counseling Team International is not to exceed annual amounts of $34,800-in year 1, $36,540-in year 2, $38,400-in year 3 and a 5% increase if services are sustained for year 4 and 5. The first year funding amount of $34,800 has been included in the Adopted FY 2023-2024 budget.

Attachments

Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Employee Assistance Program services ("Agreement") is made and entered in this 5th day of September 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Nancy K. Bohl, Inc. dba The Counseling Team International "Consultant"), a California corporation. 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 Employee Assistance 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 Tommi Ng, Assistant Director of Human Resources/Risk Management, 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 in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of three (3) years from September 6, 2023, through September 5, 2026 (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 Consultant

at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The total annual compensation for Consultant's performance of the Services shall not exceed the amount of thirty four thousand eight hundred dollars ($34,800) in year one, thirty six thousand five hundred forty dollars ($36,540) in year two, thirty eight thousand four hundred dollars ($38,400) in year 3, and 5% increase if services are sustained for year 4 and 5. 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 Title") which is attached hereto and incorporated herein by reference.

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

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

CITY:	CONSULTANT:
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org Phone: (909) 798-7531	Julie Casto Koot, Executive Director Nancy K. Bohl, Inc. dba The Counseling Team International 1881 Business Center Drive, #11 San Bernardino, CA 92408 jkoot@thecounselingteam.com Phone: 800-222-9691 Fax: 909-384-0734

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. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the 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 as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property

occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

8.2 Consultant shall not assign any of the Services, except with the prior written approval of

City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

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

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

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

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

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

federal courts located in Riverside County, California.

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

NANCY K. BOHL dba THE COUNSELING TEAM INTERNATIONAL

By: _____
Julie Casto Koot, Executive Director

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

Scope of Services

c. Approach and Methodology:

Provide a straightforward and concise presentation. The proposal should include a description of your understanding of the City and emphasize a clear understanding of the scope of services required and demonstrate the necessary resources to perform the intended services.

TCTI understands the City of Redlands is seeking an Employee Assistance Program for their Safety employees. TCTI understands the function of the EAP is to attend to the emotional, mental and psychological health of employees and their eligible family members by providing access to outside counseling and referrals to appropriate community and professional resources for help in resolving problems.

Core Counseling

For safety employees and their dependents:

- Up to ten (10) sessions of assessment and referral/short-term counseling per family (employee and his or her dependents) per incident per calendar year for City Safety Officers; and
- Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year with an option to extend services for two (2) additional one (1) year extensions with the same terms and conditions during the life of the contract as Informal or Formal Manager referrals

TCTI understands the vendor shall also provide:

Licensed professional EAP counselors – experienced in providing EAP services – shall deliver confidential, in-person short-term, solution focused assessment and counseling sessions for employees and their families members who are experiencing life problems of any kind. These sessions shall be conducted in safe, private, and confidential offices.

Licensed professional EAP counselors – experienced in providing EAP services – shall deliver confidential, telehealth short-term, solution focused assessment and counseling sessions for employees and their families members who are experiencing life problems of any kind. These sessions shall be conducted using safe and secure virtual platforms.

Licensed, professional EAP counselors shall be available in sufficient numbers and in appropriate locations to deliver both urgent and non-urgent services in a timely manner. Urgent request for service shall be met within 24 hours and non-urgent request within five business days.

The EAP will provide counseling for problems related, but not limited to: stress, family, work, grief, smoking cessation, alcohol & drug abuse, marriage & divorce, depression, parent-child relationships, child/spouse abuse, aging, eldercare, eating disorders, financial and credit problems, gambling, conflict resolution, serious illness/death of a family member, and mental health issues.

EXHIBIT "B"

Fee Schedule Title

COST PAGE YEAR 1

The Counseling Team International will provide confidential assessment and counseling services to safety employees and their dependents. The pricing will include the following:

A. Short-term confidential, professional counseling for approximately 155 safety employees and their eligible dependents living within the home.

   1. Up to ten (10) sessions of assessment and referral/short term counseling per family (employee and his/her dependents), per incident, per calendar year for city safety officers.

   2. Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year life of the contract as formal or informal manager referrals.

B. Supervisor Referrals/Consultations – provide consultations with supervisors regarding problem safety employees and/or any aspect of the Employee Assistance Program.

C. Follow-up Sessions - for safety employees involved in Critical Incidents.

D. Orientation - TCTI will conduct an initial orientation for command staff and/or peer support to explain the Employee Assistance Program (EAP).

E. Health Fair - TCTI will attend one health fair a year.

F. Brown Bag Seminar - TCTI will conduct Twelve (12) Sixty (60) Minute seminars annually.

All benefits and services above will NOT EXCEED the annual amount of $34,800.00. This will be billed at the rate of $2,900.00 per month.

Additional services <u>not</u> included in the annual amount.

A. Critical Incident Intervention - provide Stand-By-Status (SBS) 24/7/365 On-call Critical Incident Stress Management services at the reduced rate of $275.00 per hour port to port.

B. Training – provide a wide variety of training classes at the reduced rate of $225.00 per hour port to port.

COST PAGE YEAR 2

The Counseling Team International will provide confidential assessment and counseling services to safety employees and their dependents. The pricing will include the following:

A. Short-term confidential, professional counseling for approximately 155 safety employees and their eligible dependents living within the home.

1 Up to ten (10) sessions of assessment and referral/short term counseling per family (employee and his/her dependents), per incident, per calendar year for city safety officers.

2 Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year life of the contract as formal or informal manager referrals.

B Supervisor Referrals/Consultations – provide consultations with supervisors regarding problem safety employees and/or any aspect of the Employee Assistance Program.

C. Follow-up Sessions - for safety employees involved in Critical Incidents.

D. Orientation - TCTI will conduct an initial orientation for command staff and/or peer support to explain the Employee Assistance Program (EAP).

E. Health Fair - TCTI will attend one health fair a year.

F. Brown Bag Seminar - TCTI will conduct Twelve (12) Sixty (60) Minute seminars annually.

All benefits and services above will NOT EXCEED the annual amount of $36,540.00. This will be billed at the rate of $3,045.00.00 per month.

Additional services <u>not</u> included in the annual amount.

A. Critical Incident Intervention - provide Stand-By-Status (SBS) 24/7/365 On-call Critical Incident Stress Management services at the reduced rate of $290.00 per hour port to port.

B. Training – provide a wide variety of training classes at the reduced rate of $240.00 per hour port to port.

COST PAGE YEAR 3

The Counseling Team International will provide confidential assessment and counseling services to safety employees and their dependents. The pricing will include the following:

A. Short-term confidential, professional counseling for approximately 155 safety employees and their eligible dependents living within the home.

   1 Up to ten (10) sessions of assessment and referral/short term counseling per family (employee and his/her dependents), per incident, per calendar year for city safety officers.

   2 Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year life of the contract as formal or informal manager referrals.

B. Supervisor Referrals/Consultations – provide consultations with supervisors regarding problem safety employees and/or any aspect of the Employee Assistance Program.

C. Follow-up Sessions - for safety employees involved in Critical Incidents.

D. Orientation - TCTI will conduct an initial orientation for command staff and/or peer support to explain the Employee Assistance Program (EAP).

E. Health Fair - TCTI will attend one health fair a year.

F. Brown Bag Seminar - TCTI will conduct Twelve (12) Sixty (60) Minute seminars annually.

All benefits and services above will NOT EXCEED the annual amount of $38,400.00. This will be billed at the rate of $3,200.00 per month.

Additional services <u>not</u> included in the annual amount.

A. Critical Incident Intervention - provide Stand-By-Status (SBS) 24/7/365 On-call Critical Incident Stress Management services at the reduced rate of $305.00 per hour port to port.

B. Training – provide a wide variety of training classes at the reduced rate of $255.00 per hour port to port.

There will be a 5% increase on all charges if you continue services in Year 4 and a 5% increase on all charges if you continue services in Year 5.

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.

Nancy K. Bohl dba
The Counseling Team International

By:_____ Date: _____
Julie Casto Koot, Executive Director

City Council/Successor Agency Meeting **J. 6.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Memorandum of Understanding between the City of Redlands and San Bernardino Community College District to provide student interns (Assistant City Manager McConnell)

MOTION(S):

I move to approve a Memorandum of Understanding between the City of Redlands and San Bernardino Community College District to provide student interns.

RECOMMENDATION:

Staff recommends that Council approve a Memorandum of Understanding agreement with San Bernardino Community College District, as it provides the City of Redlands a valuable opportunity for college students to learn about municipal government careers while providing supplemental staffing to multiple city departments.

DISCUSSION:

San Bernardino Community College District is providing a Federal Work-Study Program which is designed to provide eligible students with the opportunity to work as interns with local employers in order to connect classroom knowledge with the workplace and gain valuable work experience. The student intern will work up to a maximum of 15 hours per week and salaries will be covered by the college. The City of Redlands has been engaging student interns for the past several years to perform a variety of tasks and supplement the work force in the city departments. The term of the attached Memorandum of Understanding agreement is for a period of one year from July 1, 2023 to June 30, 2024, unless terminated by either Party after giving the other Party 7 days' prior written notice of the intent to terminate.

ALTERNATIVES:
N/A

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney

PREPARED BY:
Jennifer Macias, Management Analyst

Fiscal Impact

Discussion:
There is no fiscal impact associated with the approval of this MOU.

Attachments

Agreement

San Bernardino Community College District

550 E Hospitality Ln Suite 200, San Bernardino, CA 92408

Memorandum of Understanding
For Off-Campus Work-Study Placement

This Memorandum of Understanding ("MOU") is entered into this 5th day of September 2023 by and between the City of Redlands, a municipal corporation and genera law city hereinafter referred to as "SITE" and San Bernardino Community College District for the Campus Crafton Hills College hereinafter referred to as "DISTRICT".

WHEREAS, SITE and DISRICT desire to form a partnership in support of DISTRICT's Federal Work-Study Program.

NOW THEREFORE, SITE and DISTRICT agree to the following:

1. RESPONSIBILITIES OF SITE:

a. Provide support to DISTRICT's students in the form of student internships at SITE for skills training.
b. Provide facility, tools, equipment and supplies as may be deemed necessary to the work experience.
c. Train students as to the SITE's procedures and duties.
d. Monitor student's timecards and ensure that students do not work more than fifteen (15) hours each week and no more than eight (8) hours in one day.
e. Submit completed student timesheets to DISTRICT by no later than the 12th of each month.
f. Monitor progress of students via evaluation, progress reports and completeness of a student performance objective.
g. SITE reserves the right to approve of the students provided by DISTRICT.

2. RESPONSIBILITIES OF DISTRICT:

a. Provide suitable students who will participate in an internship and provide support to SITE.
b. Provide orientation to students.
c. Provide information and any updates on timesheet reporting.
d. Process payroll for students.
e. Provide students with support for any work-related issues.
f. Meet with SITE staff, as appropriate.
g. Include students in its Workers' Compensation Insurance coverage.
h. Ensure that students have been fingerprinted for criminal record clearance and are free from active Tuberculosis, if needed by SITE.

3. TERM

The term of this MOU shall be July 1, 2023, to June 30, 2024.

4. TERMINATION

This MOU may be terminated by either party without cause with seven (7) days prior written notice to the other party

5. RELATIONSHIP OF PARTIES

DISTRICT and SITE hereby agree and acknowledge that SITE, in providing the services herein specified, is and at all times shall be acting as an independent contractor. As such, SITE shall have the right to determine the time and the manner in which the contracted services are performed. DISTRICT shall not have the right to control or to determine the results to be attained by the work for SITE, nor the details, methods, or means by which that result is to be attained. SITE shall not be considered an agent or employee of DISTRICT and shall not be entitled to participate in any employee fringe benefits of DISTRICT. DISTRICT and students shall not be considered an agent or employee of SITE and shall not be entitled to participate in any employee fringe benefits of SITE. The relationship of the parties will be based on the IRS guidelines (see Attachment A).

6. INDEMNIFICATION AND HOLD HARMLESS

To the maximum extent permitted by law, SITE shall indemnify, defend, and hold harmless DISTRICT and its directors, officers, employees, agents, and representatives from and against any and all claims, losses, damages, liabilities, fines, penalties, costs and expenses (including all legal costs such as reasonable attorneys' fees, expert costs, court costs, and settlement expenses) (collectively, "***Claims***") arising out of or related to this MOU; provided, however, that SITE's indemnification obligations under this Section 6 shall not apply to the extent any Claims are caused by the negligence or willful misconduct of DISTRICT or the students placed by DISTRICT at SITE.

To the maximum extent permitted by law, DISTRICT shall indemnify, defend, and hold harmless SITE and its officers, officials, employees, agents, and representatives from and against any and all claims, losses, damages, liabilities, fines, penalties, costs and expenses (including all legal costs such as reasonable attorneys' fees, expert costs, court costs, and settlement expenses) (collectively, "***Claims***") arising out of or related to this MOU and the willful or negligent acts or omissions of the student working at SITE; provided, however, that DISTRICT's indemnification obligations under this Section 6 shall not apply to the extent any Claims are caused by the negligence or willful misconduct of SITE.

7. INSURANCE

I. Both Parties shall self-insure or maintain a policy or policies of insurance as set forth below for the term of this MOU:

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements or certification of self-insured or exemption from the workers' compensation laws of the State of California.

B. Comprehensive General Liability insurance 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.

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 owned vehicles, hired and non-owned vehicles, and employee non-ownership vehicles.

II. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Exception may be made for State Compensations Insurance Fund when not specifically rated.

III.. Verification of Coverage: DISTRICT and SITE shall furnish to the other party original certificates and amendatory endorsements evidencing insurance coverage required by this provision. All certificates and endorsements of each party shall be be received and approved by the other party before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. Either party reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage require by these specifications at any time.

IV. Waiver of Subrogation: DISTRICT and SITE each hereby agree to waive subrogation which any insurer or contractor may acquire from vendor by virtue of the payment or any loss. DISTRICT and SITE agree to obtain any endorsement that may be necessary to affect this waiver of subrogation.

8. ATTORNEY'S FEES

Should any party violate or breach any term or condition of this Agreement, any other party shall have, without limitation, the right to move for entry of judgment by a court of competent jurisdiction, to seek specific performance thereof, and otherwise exercise all remedies available to him, her or it under the law to obtain redress from injury or damage resulting from any such violation or breach. In any such legal proceeding(s) brought to

enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred as a consequence hereof.

9. ENTIRE AGREEMENT

There are no understandings or agreements except as herein expressly stated.

IN WITNESS WHEREOF: the parties to the agreement have executed this MOU on the day and year written above.

DISTRICT
San Bernardino Community College District
for the Campus Crafton Hills College

_____
(Signature)
Steven J. Sutorus, Business Manager
550 E Hospitality Ln Suite 200,
San Bernardino, CA 92408

Date: _____

SITE
City of Redlands

_____
(Signature)
Name: Eddie Tejeda
Title: Mayor, City of Redlands
Address:
300 E. State Street, Ste. 690
Redlands, CA 92373

Date: _____

ATTEST:

_____
Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **J. 7.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the Department of Homeland Security, Federal Emergency Management Agency 2022 Emergency Management Performance Grant award in the amount of $22,159, and authorize an additional appropriation of the same amount to the Emergency Preparedness fund (Fire Chief Sessler)

MOTION(S):

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

I move to accept the Federal Emergency Management Agency 2022 Emergency Management Performance Grant in the amount of $22,159, and authorize an additional appropriation of the same amount to the Emergency Preparedness fund.

RECOMMENDATION:

Staff recommends that the City Council accept the Federal Emergency Management Agency 2022 Emergency Management Performance Grant in the amount of $22,159, and authorize an additional appropriation of the same amount to the Emergency Preparedness fund.

DISCUSSION:

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

The acceptance of the grant award will assist with the partial salary of the Emergency Operations Specialist position in the Fire Department's Emergency

Operations division. This position assists with grant management, emergency operations, plan development and updating, Community Emergency Response Team (CERT) Program, purchasing and other administrative duties within the Fire Department.

ALTERNATIVES:

Not accept the Emergency Management Performance Grant at this time.

STRATEGIC PLAN:

Priority B - Public Health and Safety

SUBMITTED BY:

Rich Sessler, Fire Chief

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Danielle Garcia, Management Services/Finance Director

PREPARED BY:

Esther Martinez, Emergency Operations Specialist

Fiscal Impact

Fiscal Year:	2023-2024
Revenue Generating:	Y
Appropriation Required Y/N:	Y
Amount:	$22,159
Budgeted Y/N:	No
Account No.:	200250

Discussion:

There is no fiscal impact to the City in accepting the FY2022 EMP Grant award. The grant funding will be used to offset the personnel cost of the Emergency Operations Specialist within the Fire Department Emergency Management Division.

Attachments

Approval Notification Letter

Additional Appropriation

1743 Miro Way, Rialto, CA 92376 | Phone: 909.356.3998 Fax: 909..356.3965
www.SBCounty.gov

SAN BERNARDINO COUNTY

Office of Emergency Services

Leonard X. Hernandez
Chief Executive Officer

Daniel Muñoz
Deputy Executive Officer

DATE: July 26, 2023

TO: FISCAL YEAR 2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM SUBRECIPIENTS

SUBJECT: FISCAL YEAR 2022 EMPG PROJECT APPROVAL NOTIFICATION

This letter is to inform you that your jurisdiction's application for the Fiscal Year (FY22) Emergency Management Performance Grant (EMPG) Program has been approved. Please consider this letter an official authorization to proceed with your FY22 EMPG project(s), unless additional approvals are required prior to incurring costs (Environmental and Historic Preservation Screening (EHP), Sole Source, etc.).

The Subrecipient's grant ***performance period is July 1, 2022 to May 31, 2024***. In order to submit final reports for the Operational Area by the State deadline, successfully reconcile all projects, and adhere to FEMA and State grant guidelines, all projects must be completed on or before **May 31, 2024**, and all *final documentation* must be submitted to the Grants Administration Unit on or before **June 7, 2024**.

All reports, deliverables, and supporting documentation must be submitted to the Grants Administration Unit on a timely basis, and when applicable, with your authorized agent's wet signature (in blue ink).

Please follow the procedures below:

1. Match: The EMPG grant requires a dollar-for-dollar cost share and can be fulfilled by expending non-federal dollars, via cash or in-kind match (in-kind must have prior approval, see attached FY22 EMPG Match Guidance). Both the cash match and in-kind match must be submitted with proper supporting documentation when requesting reimbursement.
2. Modifications: Any changes to a project require obtaining pre-approval from the State prior to incurring any cost.
3. Performance Reports: Track and report cumulative project progress/status and submit signed quarterly reports.
4. Reimbursement Requests: Submit copies of original invoices clearly outlining the grant purchased item(s), proof of payment(s), SAM.gov verification, (2) sets of color photos (equip), (3) quotes/bids, payroll reports, time sheets and personnel activity reports. For a complete list of requirements, please refer to the Grant Reimbursement Check List (attached).

Please follow the additional grant information as outlined in the State & Federal guidelines, FY22 EMPG Subrecipient Agreement, and FY22 Application Workbook which your jurisdiction has already completed and signed. In addition, please be advised that acceptance of the FY22 EMPG grant funds makes your jurisdiction subject to compliance with the FY22 EMPG Grant Assurances.

Review the project details and allocation amounts on the attached spreadsheet for accuracy. If a modification is needed, please contact the Grants Administrative Unit.

BOARD OF SUPERVISORS
Col. Paul Cook (Ret) Vice Chairman, First District | Jesse Armendarez Second District | Dawn Rowe Chair, Third District | Curt Hagman Fourth District | Joe Baca, Jr. Fifth District | Leonard X. Hernandez Chief Executive Officer

Some of the upcoming deadlines are as follows:

Upcoming Document Deadlines*	**Due Dates (no later than)**
5th Quarter Cumulative Mandatory Performance Report	10/3/2023
1st Reimbursement Request Opportunity (or sooner)	9/26/2023
1st Modification Requests Due (or sooner)	10/3/2023

** Refer to "FY 2022 EMPG Grant Deadlines" for all pertinent deadlines (attached).*

Submit signed documents electronically to Danielle Smith at danielle.smith@oes.sbcounty.gov and mail the original with wet signature to:

San Bernardino County Office of Emergency Services
Attn: Danielle Smith - Grant Administration Unit
1743 Miro Way
Rialto, CA 92376

If you have any questions, please do not hesitate to contact our office at (909) 356-3935.

Sincerely,

Daniel Muñoz
Deputy Executive Officer

DM:ds

cc: Grant Administration Unit

Attachments

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 8/9/2023

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**
EOS Salary	200250	5001	F250025	$ 22,159.00
			$	$ 22,159.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grant	200250	4407	F250025	$ 22,159.00
			$	$ 22,159.00

JUSTIFICATION: Federal 2022 EMPG to assist with the salary of the Emergency Operations Specialist

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council/Successor Agency Meeting **J. 8.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8510 amending the Appropriations Limit for Fiscal Year 2023-2024 and rescinding Resolution No. 8494 (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to adopt Resolution No. 8510.

RECOMMENDATION:

Staff recommends City Council approve Resolution No. 8510 amending the appropriations limit for Fiscal Year 2023-2024 from $158,949,814 to $158,925,169 and rescinding Resolution No. 8494.

DISCUSSION:

Article XIIIB of the California Constitution, as originally implemented in 1980, specified that tax-supported appropriations of government entities may increase annually by a growth factor based on the percentage change in local population and the percent change in the consumer price index or California per capita income. In 1990, voters approved Proposition 111, which added language to Article XIIIB that modifies the annual growth factors described above to better reflect inflation and population growth. The present growth factors are as follows:

> Inflation Factor - Either the annual percent change in California per capita income or the percent change in the local property tax assessment roll from the preceding year due to the addition of local non-residential construction.

Population Factor - Either the annual percent change in the population of the City of Redlands or the annual percent change in the population of the County of San Bernardino.

In order to calculate the Gann Limit for Fiscal Year 2023-24, staff use the percent change in California per capita income and the greater of the annual percent change in the population of the City of Redlands or the annual percent change in the population of the County of San Bernardino. Each year, the City has maintained an exceedingly wide and comfortable margin between its appropriations limit and its proceeds of taxes subject to the limit. This is attributed to annual increases in the limit, based upon California per capita Income, and the greater of the county's or city's population growth, both of which are combined for a growth factor that is in significant excess of the increases in proceeds of taxes received each year.

The Gann Limit for Fiscal Year 2023-24 has been amended from the originally submitted Appropriation Limit value of $158,949,814 to $158,925,169 based on the recommendation from the City's Independent External Auditor's review of the same. Based on the procedures performed, the independent auditors recommend that the City revise the limit due to an error wherein staff used the change in population from the prior year for the current year (0.14 instead of 0.12). This change is reflected in the revised resolution and accompanying calculation.

ALTERNATIVES:

None. This is a State constitutional requirement.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Danielle Garcia, Management Services / Finance Director

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

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

Fiscal Impact

Fiscal Year: 2023-24

Discussion:

None. It is noted that the Gann Limit revision resulted in a reduction in the limit of $24,645. This had little impact on the City's margin from the originally established limit.

The difference between the City's Appropriations limit of roughly $159 million and the budgeted proceeds of taxes for FY 2023-24, which are roughly $97.6 million, is approximately $61 million. The City is thus $61 million dollars below its Appropriations, or "GANN", limit.

Attachments

Amended Appropriation Limit Calculation for FY 2023-24

Resolution No. 8510 Amending Appropriations Limit (GANN 2023-2024)

Schedule of Appropriations Subject to Limit FY 23-24 (GANN)

Resolution No. 8494

City of Redlands
Annual Appropriations (Gann) Limit Calculation

Fiscal Year	*Per Capita Personal Income*	*Greater of County/City Population Growth*	*CPI Converted to Ratio*	*Population Change Ratio*	*Growth Factor*	*Prior Year Limit*	*New Year Limit*
1999-00	4.53%	0.63%	1.0453	1.0063	1.0519	48,823,906	51,357,867
2000-01	4.91%	1.04%	1.0491	1.0104	1.0600	51,357,867	54,439,885
2001-02	7.82%	1.89%	1.0782	1.0189	1.0986	54,439,885	59,806,459
2002-03	-1.27%	2.38%	0.9873	1.0238	1.0108	59,806,459	60,452,234
2003-04	2.31%	2.59%	1.0231	1.0259	1.0496	60,452,234	63,450,561
2004-05	3.28%	2.51%	1.0328	1.0251	1.0587	63,450,561	67,176,586
2005-06	5.26%	2.49%	1.0526	1.0249	1.0788	67,176,586	72,470,755
2006-07	3.96%	2.10%	1.0396	1.0210	1.0614	72,470,755	76,922,750
2007-08	4.42%	1.86%	1.0442	1.0186	1.0636	76,922,750	81,816,738
2008-09	4.29%	1.45%	1.0429	1.0145	1.0580	81,816,738	86,563,913
2009-10	0.62%	0.79%	1.0062	1.0079	1.0141	86,563,913	87,788,704
2010-11	-2.54%	0.85%	0.9746	1.0085	0.9829	87,788,704	86,286,122
2011-12	2.51%	1.05%	1.0251	1.0105	1.0359	86,286,122	89,380,648
2012-13	3.77%	0.86%	1.0377	1.0086	1.0466	89,380,648	93,547,951
2013-14	5.12%	0.85%	1.0512	1.0085	1.0601	93,547,951	99,173,476
2014-15	-0.23%	0.78%	0.9977	1.0078	1.0055	99,173,476	99,717,151
2015-16	3.82%	1.09%	1.0382	1.0109	1.0495	99,717,151	104,654,783
2016-17	5.37%	0.93%	1.0537	1.0093	1.0635	104,654,783	111,300,300
2017-18	3.69%	1.16%	1.0369	1.0116	1.0489	111,300,300	116,746,006
2018-19	3.67%	0.95%	1.0367	1.0095	1.0465	116,746,006	122,180,375
2019-20	3.85%	0.90%	1.0385	1.0090	1.0478	122,180,375	128,026,278
2020-21	3.73%	0.51%	1.0373	1.0051	1.0426	128,026,278	133,478,947
2021-22	5.73%	-0.01%	1.0573	0.9999	1.0572	133,478,947	141,113,178
2022-23	7.55%	0.14%	1.0755	1.0014	1.0770	141,113,178	151,979,697
2023-24	**4.44%**	**0.12%**	**1.0444**	**1.0012**	**1.0457**	**151,979,697**	**158,925,169**

RESOLUTION NO. 8510

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS RESCINDING RESOLUTION NO. 8494 AND AMENDING THE APPROPRIATION LIMIT FOR THE FISCAL YEAR 2023-2024 PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION

WHEREAS, Article XIIIB of the California Constitution provides that the total appropriations subject to limitation of each governmental entity, including this city, shall not exceed the appropriation limit of such entity of government for the prior year adjusted for changes in the cost of living or personal income and population, except as otherwise provided for in said Article XIIIB and implementing State statutes; and

WHEREAS, pursuant to said Article XIIIB of the California Constitution and Section 7900 et seq. of the California Government Code, the City is required to set an appropriation limit for each fiscal year; and

WHEREAS, the Management Services / Finance Director of the City of Redlands has interpreted the technical provisions of said Article XIIIB computations and has caused a technical review to be made of the documentation for the City's said appropriation limitation, utilizing the population growth factor for the County, which is higher than that of the City, and has caused the numbers upon which the City's appropriation limit was and is based to be calculated; and

WHEREAS, the City Council chooses to adjust the City's Appropriations Limit by calculating inflation using the California per capita personal income growth; and

WHEREAS, based on such calculation, the Management Services / Finance Director has determined the said appropriation limit and, pursuant to Section 7910 of the California Government Code, has made available to the public the documentation used in the determination of said appropriation limit 15 days in advance of consideration of the adoption of this resolution;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Redlands, California, that Resolution No. 8494 is rescinded and said appropriation limit for the Fiscal Year 2023-24 shall be and is hereby set in the amount of $158,925,169.

ADOPTED, SIGNED AND APPROVED this 5th day of September, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
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 of September, 2023 by the following vote:

AYES:

NOES:

ABSENT:

City of Redlands
APPROPRIATIONS SUBJECT TO THE GANN (PROP 4) LIMIT
FOR FISCAL YEAR 2023-24

Revenue Source	Proceeds from Taxes	Non-Proceeds from Taxes	Total
General Fund:			
Property Tax	$ 37,376,555		$ 37,376,555
Sales Tax	45,299,822		45,299,822
Public Safety Sales Tax	1,447,680		1,447,680
Transient Occupancy Tax	1,609,000		1,609,000
Mining Tax	360,000		360,000
Franchise Fees		$ 2,567,833	2,567,833
Business Licenses	4,900,000		4,900,000
Property Transfer Tax	571,000		571,000
Other Licenses		54,600	54,600
Building Permit Fees		3,439,239	3,439,239
City Ordinance Violation		7,000	7,000
Motor Vehicle Fees		65,000	65,000
State and Federal		40,000	40,000
City Attorney Fees		90,000	90,000
Engineering Services		1,090,000	1,090,000
Facilities & Community Svcs.		1,184,869	1,184,869
Fire Services		793,400	793,400
Recreation & Senior Scvs.		386,015	386,015
Library Services		27,890	27,890
Police		522,982	522,982
Animal Control		214,595	214,595
Interfund Charges		4,379,383	4,379,383
Donations/Contributions		-	-
Other Revenue		2,117,754	2,117,754
Sub-Total	$ 91,564,057	$ 16,980,560	$ 108,544,617
Percent of Total	84.36%	15.64%	100.00%
Allocation of Investment Income	168,712	31,288	200,000
Sub-Total	$ 91,732,769	$ 17,011,848	$ 108,744,617
Other Applicable Funds:			
General Govt. Grants	5,900,000		
Sub-Total	$ 5,900,000		
Total Appropriations Subject to Limit	$ 97,632,769		

RESOLUTION NO. 8494

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING AN APPROPRIATION LIMIT FOR THE FISCAL YEAR 2023-2024 PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION

WHEREAS, Article XIIIB of the California Constitution provides that the total appropriations subject to limitation of each governmental entity, including this city, shall not exceed the appropriation limit of such entity of government for the prior year adjusted for changes in the cost of living or personal income and population, except as otherwise provided for in said Article XIIIB and implementing State statutes; and

WHEREAS, pursuant to said Article XIIIB of the California Constitution and Section 7900 et seq. of the California Government Code, the City is required to set an appropriation limit for each fiscal year; and

WHEREAS, the Management Services / Finance Director of the City of Redlands has interpreted the technical provisions of said Article XIIIB computations and has caused a technical review to be made of the documentation for the City's said appropriation limitation, utilizing the population growth factor for the County which is higher than that of the City, and has caused the numbers upon which the City's appropriation limit was and is based to be calculated; and

WHEREAS, the City Council chooses to adjust the City's Appropriations Limit by calculating inflation using the California per capita personal income growth; and

WHEREAS, based on such calculation, the Management Services / Finance Director has determined the said appropriation limit and, pursuant to Section 7910 of the California Government Code, has made available to the public the documentation used in the determination of said appropriation limit 15 days in advance of consideration of the adoption of this resolution;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Redlands, California, that said appropriation limit for the Fiscal Year 2023-24 shall be and is hereby set in the amount of $158,949,814.

ADOPTED, SIGNED AND APPROVED this 5th day of July, 2023.

Eddie Tejeda

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 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

City Council/Successor Agency Meeting **J. 9.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the agreement with the Office of Traffic Safety relating to the distribution of a grant award in an amount not-to-exceed $130,000; authorize the Chief of Police to sign and execute agreements implementing the grant; approve an additional appropriation of the same (Police Chief Tolber)

MOTION(S):

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

I move to approve an agreement with the Office of Traffic Safety relating to the distribution of a grant award in an amount not-to-exceed $130,000; authorize the Chief of Police to sign and execute agreements implementing the grant; and approve an additional appropriation of the same.

RECOMMENDATION:

Staff recommends accepting the Office of Traffic Safety “Selective Traffic Enforcement Program” PT24155 grant for local law enforcement agencies; authorizing the Chief of Police to sign and execute agreements implementing the grant; and authorizing an additional appropriation to the police department in the amount of $130,000.

DISCUSSION:

California will initiate the Selective Traffic Enforcement Program (STEP) on October 1, 2023. The grant will fund DUI checkpoints, DUI saturation patrols, speeding, red light, and stop sign enforcement, and pedestrian / bicycle enforcement. In addition, the grant will fund the Know Your Limit program and collaborative DUI and traffic enforcement with other agencies. Grant funds will be used to staff the enforcement operations with first-line supervisors and

officers from the Redlands Police Department. The STEP operations and DUI checkpoint and saturation patrols are highly publicized and provide both education and enforcement of traffic and DUI laws. The grant funds will be used for overtime to conduct the operations.

ALTERNATIVES:

Do not accept the grant.

STRATEGIC PLAN:

Continues the support of Objective E-8.2: Research and implement evidence-based methods to reduce violent and property crime and effectively address traffic concerns.

SUBMITTED BY:
Rachel Tolber, Police Chief

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

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

PREPARED BY:
Martin Gonzalez, Corporal

Fiscal Impact

Fiscal Year:	2023/2024
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	130,000
Budgeted Y/N:	Y
Account No.:	200202-F202033

Discussion:

There is no impact to the General Fund. All expenditures are reimbursable under the grant.

Attachments

Email Notification
Tentative OTS Grant Agreement
Add'l Approp

Gonzalez, Martin

From: OTS Email <contact@ots.ca.gov>
Sent: Friday, July 14, 2023 1:15 PM
To: Gonzalez, Martin
Subject: OTS Tentatively Approved Your Application

[NOTICE: This message originated outside of Redlands Police Department -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Congratulations! Through a competitive process, the Office of Traffic Safety (OTS) has tentatively approved your application 24-004514 in the amount of $130,000 with the proposal titled "Selective Traffic Enforcement Program (STEP)." This tentative award is contingent on approval from the National Highway Traffic Safety Administration. Please do not publicly announce this tentative award until the grant agreement is fully negotiated and signed by the OTS.

Your OTS Coordinator will contact you to discuss your proposal and explain the grant development process. It is our goal to have grants start the first of October. Costs incurred and accrued prior to the grant start date are not reimbursable. Please notify your coordinator if approval from a City Council or the Board of Supervisors is required. You should begin that process now to avoid a delay in executing your grant.

Thank you for prioritizing traffic safety so that everyone traveling on California roadways can go safely.

Again, congratulations on the success of your application.

Sincerely,
Barbara L. Rooney
Director

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Redlands

3. Grant Period
From: 10/01/2023
To: 09/30/2024

4. AGENCY UNIT TO ADMINISTER GRANT
Redlands Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $130,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Martin Gonzalez
TITLE: Corporal
EMAIL: mgonzalez@redlandspolice.org
PHONE: (909) 647-8847
ADDRESS: 1270 W Park Ave Building C
Redlands, CA 92373

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Rachel Tolber
TITLE: Chief of Police
EMAIL: rtolber@redlandspolice.org
PHONE: 909-557-6584
ADDRESS:
,

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Jimmy Nguyen
TITLE: Management Analyst
EMAIL: jnguyen@redlandspolice.org
PHONE: (909) 488-2983
ADDRESS: PO Box 1025
Redlands, CA 92373

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: 145556747 REGISTERED ADDRESS: 1270 W Park Ave Bldg C CITY: Redlands ZIP+4: 92373-8112

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$130,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				AMOUNT ENCUMBERED BY THIS DOCUMENT **$130,000.00**		
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**		
OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED			TOTAL AMOUNT ENCUMBERED TO DATE **$130,000.00**		

1. PROBLEM STATEMENT

The City of Redlands downtown and west end commercial districts have and are currently expanding with new businesses such as restaurants and alcohol serving establishments. The City of Redlands is also seeing an increase in residential building which will promote more vehicular and pedestrian traffic. The Citrus Plaza / Mountain Grove shopping center is currently expanding, and has a movie theater and eating establishments that serve alcoholic beverages. The Mountain Grove shopping complex also plays home to a summer concert series which bring in thousands of people to the shopping and eating establishments. All of this growth has caused an increase in pedestrian traffic and roadway users in the City of Redlands.

The thoroughfares in the city are being improved to relieve congestion and accommodate the high volume of travel by roadway users throughout the day and night. A commuter rail system currently transports members of the community back-and-forth from downtown Redlands to the City of San Bernardino. The commuter rail system has created a significant impact on the roadways and traffic congestion in the city. Highways such as Interstate 10, 210, and State Highway 38, travel through Redlands and provided connectors to a multitude of other cities. The assistance of the STEP grant will allow officers to be deployed for additional traffic safety measures, education, and enforcement. Additional training provided through the STEP grant will also assist officers with investigations and arrests of drivers who are found to be operating a motor vehicle while impaired. This could involve alcoholic beverages, illegal drugs, or prescription medication.

In 2020 the Redlands Police Department investigated 611 injury traffic crashes and in 2021 we had 627 injury traffic crashes which is an increase of 16. Our injury alcohol related traffic crashes went up from 35 in 2020 to 66 in 2021 and then back down to 53 in 2022. This significant decrease/increase is likely due to the statewide lock down and the closure of the bars and other drinking establishments during 2020, coupled with the opening of said establishments in 2021. In 2020 and 2021 we had zero fatal hit and run traffic crashes, however in 2022 that number went up by 1.

As we look at the past and local statistics, we can see the direct correlation with staffing levels and reduction in fatal crashes. To highlight this reduction we look at our 2020 crash data (see Traffic Data Summary). In 2021, we were able to complete all of the grant objectives and sustained four (4) fatal traffic crashes. This is in contrast to 2020, where we were affected by COVID 19, we were unable to complete all of the grant objectives and investigated 6 fatalities. Furthermore, as our fatal crashes in 2020 decreased by 2 in 2021, we also had a decrease in our injury traffic crashes from 2020 to 2021. In 2020 we did not meet the grant objectives; however, this was due to the pandemic and state lock down, not any issues at our department. So, as you as you can see the funding and completing of grant objectives has given the Redlands Police Department the ability to reduce traffic crashes. Another factor in the reduction in fatal traffic crash is that in 2019 the Redlands Police Department was able to staff a full-time traffic unit staffed by a Motor/Traffic detective and a senior Motor/Traffic Investigator. The combination of completing the grant objectives and adding the traffic unit has shown to be effective in reducing the injury traffic crashes in the City of Redlands. The City of Redlands only funds two (2) officers in traffic and special events, therefore, grant funding remains of utmost importance and is likely a large factor in the recent decrease in fatal traffic crashes. The full-time traffic unit is making strides to reduce fatal traffic crashes, but without help from grant funding we feel many of our traffic crashes categories will once again surge.

We know that typically driving under the influence (DUI) is the highest during the holidays. Significant progress has been made in reducing DUI crashes by law enforcement as a whole but, DUI deaths have not dropped and continue to increase. It is going to take a coordinated effort between Law Enforcement, community-based-organizations, and media outreach to help combat this problem.

Several DUI suspects have made statements during DUI investigations and at checkpoints that they have purchased alcohol beverages at our local bars and restaurants. The City of Redlands has 203 active alcohol-licensed establishments of which 145 are “on-sale”. Continuing growth and development of the city will lead to an increase in the number of alcohol establishments in our city. Our downtown bars have a large amount of calls involving intoxicated patrons, minors purchasing alcohol, and open container consumption in parking lot areas. Continuous inspections of the Alcohol-licensed establishments is key in keeping the locations in compliance. Having a “know your limit” program will ease the alcohol related events and DUI’s in the City of Redlands.

The Redlands Police Traffic Unit clearly needs to do more work to decrease injury crashes and offenses that cause injury crashes. The Redlands Police Department Traffic Units is working on serving the motoring public by increasing awareness, education, and proactive enforcement. Grant funding will assist in meeting our goal to reduce the number of injury traffic crashes and increase traffic safety for the citizens of Redlands.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	1
5. Send law enforcement personnel to the DRE Recertification training.	1
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for	7

each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	
7. Conduct DUI Saturation Patrol operation(s).	17
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	6
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	4
10. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	2
11. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).	1
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	4
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
14. Conduct Know Your Limit campaigns with an effort to reach members of the community.	6
15. Participate in highly visible collaborative DUI Enforcement operations.	1
16. Participate in highly visible collaborative Traffic Enforcement operations.	3
17. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1
18. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	2

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.

- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-24	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$80,000.00
402PT-24	20.600	State and Community Highway Safety	$50,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-24	$5,500.00	7	$38,500.00
DUI Saturation Patrols	164AL-24	$1,600.00	17	$27,200.00
Know Your Limit	164AL-24	$1,600.00	6	$9,600.00
Collaborative DUI Enforcement	164AL-24	$1,200.00	1	$1,200.00
Traffic Enforcement	402PT-24	$2,212.00	6	$13,272.00
Distracted Driving	402PT-24	$2,212.00	4	$8,848.00
Motorcycle Safety	402PT-24	$2,212.00	2	$4,424.00
Night-time Click It Or Ticket	402PT-24	$2,212.00	1	$2,212.00
Pedestrian and Bicycle Enforcement	402PT-24	$2,212.00	4	$8,848.00
Traffic Safety Education	402PT-24	$552.00	2	$1,104.00
Street Racing and Sideshow Enforcement Operations	402PT-24	$2,212.00	2	$4,424.00
Collaborative Traffic Enforcement	402PT-24	$1,106.00	3	$3,318.00
Category Sub-Total				$122,950.00
B. TRAVEL EXPENSES				
In State Travel	402PT-24	$3,550.00	1	$3,550.00
				$0.00
Category Sub-Total				$3,550.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-24	$2,216.00	1	$2,216.00
PAS Device/Calibration Supplies	164AL-24	$1,284.00	1	$1,284.00
Category Sub-Total				$3,500.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00

GRANT TOTAL	**$130,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Know Your Limit - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include (enter other known conferences or required events). All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
-
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than $5,000 (including tax and shipping).
PAS Device/Calibration Supplies - Preliminary alcohol screening device to detect the presence of alcohol in a person's breath and calibration supplies to ensure accuracy. Costs may include mouth pieces, gas and accessories.
INDIRECT COSTS
-
STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS
The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to all subrecipients as well as States)
The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898*, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES
More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 08/01/2023

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Police

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Overtime Salaries	200202	5102	F202033	123,956.00
Travel Exp Reimb	200202	6402	F202033	3,927.00
Special Departmental Supplies	200202	7810	F202033	2,117.00
				$ 130,000.00 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200202	4407	F202033	130,000.00
				$ 130,000.00 -

JUSTIFICATION: OTS STEP 2023/24 Grant Award #PT24155

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council/Successor Agency Meeting **J. 10.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8511 declaring the City Council's intention to vacate excess street right-of-way (Street Vacation No. 193) that is one foot in width and approximately 965 feet in length, and totaling approximately 965 square feet in area, located on the east side of Texas Street, approximately 400 feet north of Domestic Avenue, and along the property frontage of proposed Tentative Tract Map No. 20520 (APN: 0167-041-01-0000). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Resolution No. 8511 for the Notice of Intent to Vacate a one-foot-wide portion of excess Texas Street right-of-way, approximately 400 feet north of Domestic Avenue, and adjacent to Tentative Tract Map No. 20520.

RECOMMENDATION:

On August 8, 2023, the Planning Commission voted to adopt Resolution No. 1628 making a recommendation to the City Council to approve Tentative Tract Map No. 20520 and CUP No. 1167. The resolution also included findings of General Plan conformity and a determination that the proposed vacation of public right-of-way is consistent with the General Plan.

Staff recommends that the City Council adopt Resolution No. 8511 to initiate proceedings to vacate a one-foot-wide linear strip of the eastern portion of Texas Street, approximately 400 feet north of Domestic Avenue, adjacent to Tentative Tract Map No. 20520.

DISCUSSION:

The applicant, TTLC Redlands Texas St, LLC, has filed an application to vacate an excess portion of public right-of--way, located on the east side of Texas Street adjacent to Tentative Tract Map No. 20520 (APN 0167-041-01-0000), which is located approximately 400 feet north of Domestic Avenue in the northern portion of the City (Attachment A - Location Map). Texas Street is the western boundary of Tentative Tract Map No. 20520, which is a proposal for a 35-unit residential subdivision that was heard by the Planning Commission on August, 8, 2023 (Attachment B - Tentative Tract Map No. 20520). At that meeting, the Planning Commission voted to adopt a resolution recommending approval to the City Council of the project entitlements (TTM No. 20520 and CUP No. 1167) and made a determination that the requested street vacation was consistent with the City of Redlands General Plan. The approximate location of the Street Vacation is shown in Attachment C.

The 2035 General Plan's "Connected City" chapter indicates Texas Street as a Collector on "Figure 5-5: Roadway Classifications." Collector Streets are designed with a right-of-way width of 64' (32' on each half of the roadway centerline). Currently, dedicated right-of-way exists adjacent to the project that is 66' wide with a 33' half width. The applicant is requesting to vacate a one-foot portion of the right-of-way, which would bring the roadway to the standard that exists in the General Plan and allow the applicant to include the vacated area within the project.

Based on the conditions on the ground and the adjoining land uses, the additional right-of-way is not necessary for public access. The proposed Street Vacation would not result in any negative impacts to the traffic-carrying capacity of Texas Street or the adjacent streets, since the area proposed to be vacated is unimproved and beyond the edges of any existing improvements.

The proposal is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA Guidelines for projects where there is no possibility of any significant environmental effects. Adoption of the resolution and vacation of public right-of-way will not result in any potentially significant environmental effects.

The adoption of the resolution will also initiate all noticing requirements for the street vacation request, as required by law, and set a public hearing date for the street vacation to be heard and acted upon at the regularly scheduled City Council meeting of October 3, 2023 along with Tentative Tract Map No. 20520 and CUP No. 1167.

ALTERNATIVES:

The City Council may:

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

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Christopher Boatman, Assistant City Manager

PREPARED BY:
Sean Reilly, Principal Planner

Fiscal Impact

Fiscal Year:	2023-2024
Revenue Generating:	No
Appropriation Required Y/N:	No

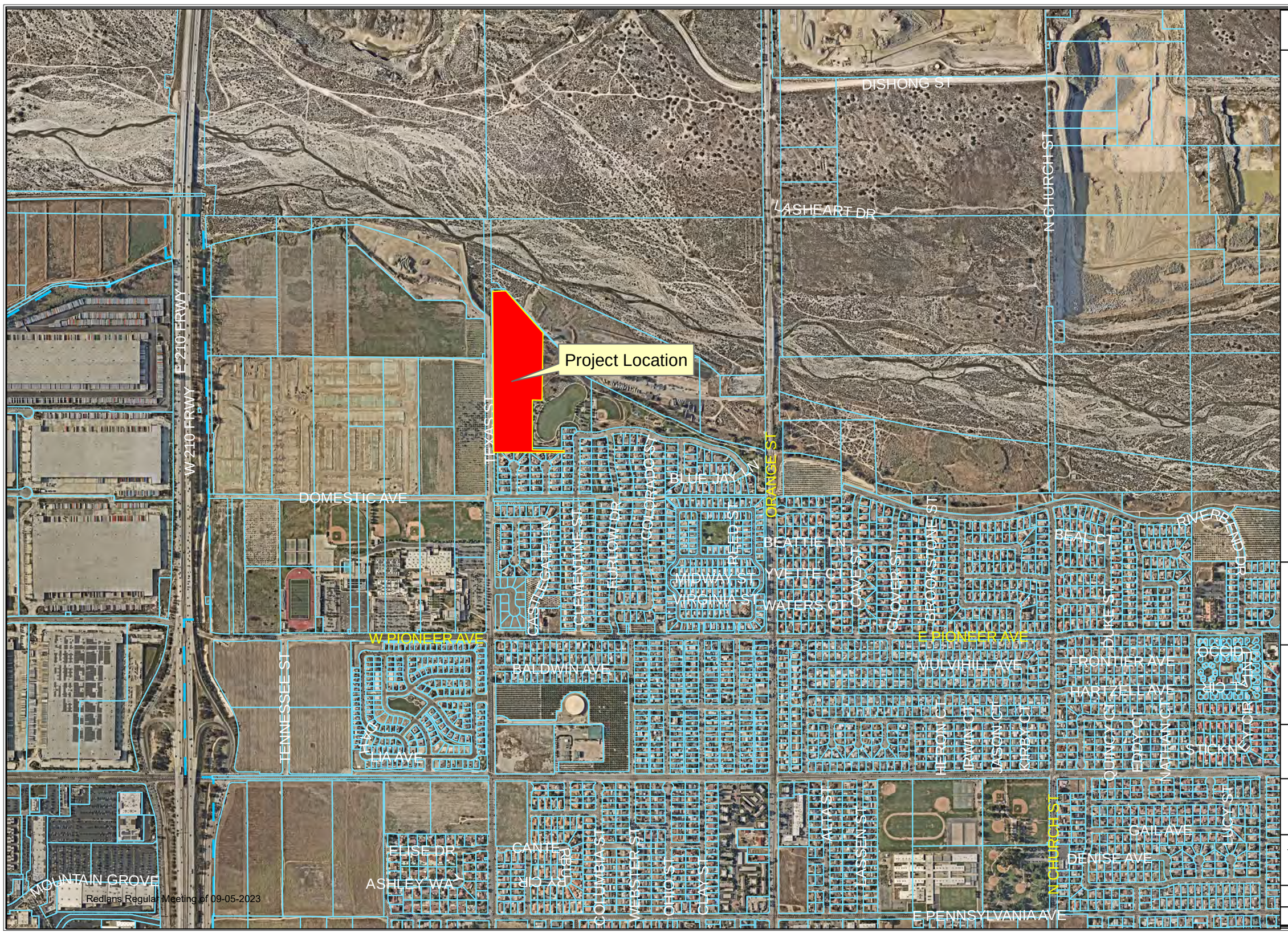
Discussion:

The applicant paid the applicable Planning and Engineering application filing fees, and the proposal will not result in any fiscal impacts.

Attachments

Attachment A: Location Map and Aerial Photograph
Attachment B: TTM No. 20520
Attachment C: Street Vacation Location
Attachment D-1: Resolution No. 8511
Attachment D-2: Street Vacation Legal Description and Exhibit

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

N
W E
S

Scale
0 660 1,320
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

July 24, 2023

OneStop.mxd



Redlans Regular Meeting of 09-05-2023

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N
W E
S

Scale
0 160 320
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

Jul 24, 2023

OneStop.mxd

TENTATIVE TRACT MAP NO. 20520
FOR SINGLE FAMILY RESIDENTIAL PURPOSES

CITY OF REDLANDS,
IN THE COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA

PLAN CONTROL - SUBMITTAL #4

LEGAL DESCRIPTION

THE FOLLOWING LEGAL DESCRIPTION IS PER A PRELIMINARY TITLE REPORT PREPARED BY FIRST AMERICAN TITLE COMPANY, ORDER NO. OSA-6590185 DATED MAY 3, 2021 AT 7:30 A.M.

REAL PROPERTY IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED FEBRUARY 19, 1869, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 15, 452.5 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 660 FEET ALONG THE WEST LINE OF SAID SECTION 15; THENCE EAST 670.5 FEET, MORE OR LESS, PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 15 TO THE WEST BOUNDARY LINE OF THE PROPERTY DESCRIBED IN DEED TO FREDERICK ARTH RECORDED FEBRUARY 26, 1908 IN BOOK 409 OF DEEDS, PAGE 352, RECORDS OF SAID COUNTY; THENCE SOUTH 660 FEET, PARALLEL WITH THE WEST LINE OF SAID SECTION 15; THENCE WEST 670.6 FEET, MORE OR LESS TO THE WEST LINE OF SAID SECTION 15, PARALLEL WITH AND 452.5 FEET DISTANT FROM THE SAID SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15 TO THE POINT OF BEGINNING.

ALSO BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 15, 1112.5 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 THEREOF; THENCE EAST 670.6 FEET, MORE OR LESS, PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 15 TO THE WEST BOUNDARY LINE OF THE PROPERTY DESCRIBED IN DEED TO FREDERICK ARTH RECORDED FEBRUARY 25, 1908 IN BOOK 409 OF DEEDS, PAGE 352, RECORDS OF SAID COUNTY; THENCE NORTH 245.3 FEET, PARALLEL WITH THE WEST LINE OF SAID SECTION 15; THENCE NORTH 42 DEG. 36' WEST TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE WEST TO THE WEST LINE OF SAID SECTION 15; THENCE SOUTH 857.5 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID SECTION 15 TO THE POINT OF BEGINNING.

EXCEPTING THE FOLLOWING DESCRIBED PORTION:

BEGINNING AT A POINT IN THE WEST BOUNDARY LINE OF THE PROPERTY DESCRIBED IN DEED TO FREDERICK ARTH RECORDED FEBRUARY 25, 1908 IN BOOK 409 OF DEEDS, PAGE 352, RECORDS OF SAID COUNTY; 469 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE NORTH 89 DEG. 25' WEST, 294.5 FEET; THENCE NORTH 0 DEG. 20' EAST, 470 FEET; THENCE SOUTH 89 DEG. 25' EAST, 84.3 FEET; THENCE SOUTH 1 DEG. 35' WEST, 27 FEET; THENCE SOUTH 89 DEG. 25' EAST, 208.1 FEET; THENCE SOUTH 443 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THE FOLLOWING DESCRIBED PORTION:

BEGINNING AT A POINT IN THE WEST BOUNDARY LINE OF THE PROPERTY DESCRIBED IN DEED TO FREDERICK ARTH RECORDED FEBRUARY 25, 1908 IN BOOK 409 OF DEEDS, PAGE 352, RECORDS OF SAID COUNTY; 912 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 15; THENCE NORTH 446.8 FEET; THENCE NORTH 42 DEG. 36' WEST, 280.86 FEET; THENCE SOUTH 1 DEG. 35' WEST, 650.64 FEET; THENCE SOUTH 89 DEG. 25' EAST, 208.1 FEET TO THE POINT OF BEGINNING.

APN: 0167-041-01-0-000

STATEMENT OF PROVISIONS

ALL STREETS ARE TO BE DEDICATED AS PUBLIC AND ALL PAVEMENT AND STRUCTURES WITHIN THE STREET RIGHT OF WAY TO BE MAINTAINED BY THE CITY OF REDLANDS, FRONT AND REAR YARDS TO BE OWNED AND MAINTAINED BY THE HOMEOWNER, LETTERED LOTS ALONG TEXAS AND THE ACTIVE OPEN SPACE (PARK) TO BE OWNED AND MAINTAINED BY THE HOA

BENCHMARK

THE BENCHMARK FOR THIS SURVEY IS CONTINUOUS OPERATING REFERENCE STATION "P612", ELEVATION 1852.96' (NAVD88)

THIS IS A CONTINUOUS GPS STATION AND IS PART OF THE CALIFORNIA SPATIAL REFERENCE CENTER SURVEY COMPUTED 11-11-17 FOR THE CALIFORNIA DEPARTMENT OF TRANSPORTATION. VERTICAL DATUM IS TO THE GEODETIC REFERENCE POINT (GRP). THE ANTENNA IS A TRIMBLE TRM 59800-80 WITH SCIT DOME. TRUE VERTICAL ANTENNA HEIGHT IS FROM THE GEODETIC REFERENCE POINT TO THE BOTTOM OF THE ANTENNA PRE-AMP (BPA) AND IS 0.027 FEET.

NOTES:

1) FOR SECTIONS AND TYPICAL STREET INTERSECTIONS SEE SHEET 2
2) SEE LANDSCAPE PLANS FOR WALL AND FENCE TYPE/LOCATIONS

EXISTING EASEMENTS

(A) 2' SOUTHERN CALIFORNIA EDISON EASEMENT (TO BE VACATED)

(B) EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED GRANT OF THE PARK MAINTENANCE EASEMENT RECORD APRIL 21, 2015 AS INSTRUMENT NO. 2015-0153108 OF OFFICIAL RECORDS.

(C) AN EASEMENT FOR WATER PIPE LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED IN BOOK 465 OF DEEDS, PAGES 310 AND 311. THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

PROPOSED EASEMENTS

(1) PUBLIC UTILITY AND ACCESS OVER LOT A

UTILITIES AND SERVICES

REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT	(909) 798-7516
CITY OF REDLANDS FIRE DEPARTMENT	(909) 798-7602
SOUTHERN CALIFORNIA EDISON COMPANY	(800) 655-4555
SOUTHERN CALIFORNIA GAS COMPANY	(877) 238-0092
VERIZON	(877) 288-9473

REDLANDS UNIFIED SCHOOL DISTRICT:
- ELEMENTARY SCHOOL – KINGSBURY ELEMENTARY SCHOOL
- MIDDLE SCHOOL – CLEMENT MIDDLE SCHOOL
- HIGH SCHOOL – CITRUS VALLEY HIGH SCHOOL

NOTE: ALL STREETS ARE TO BE DEDICATED AS PUBLIC

SHEET INDEX

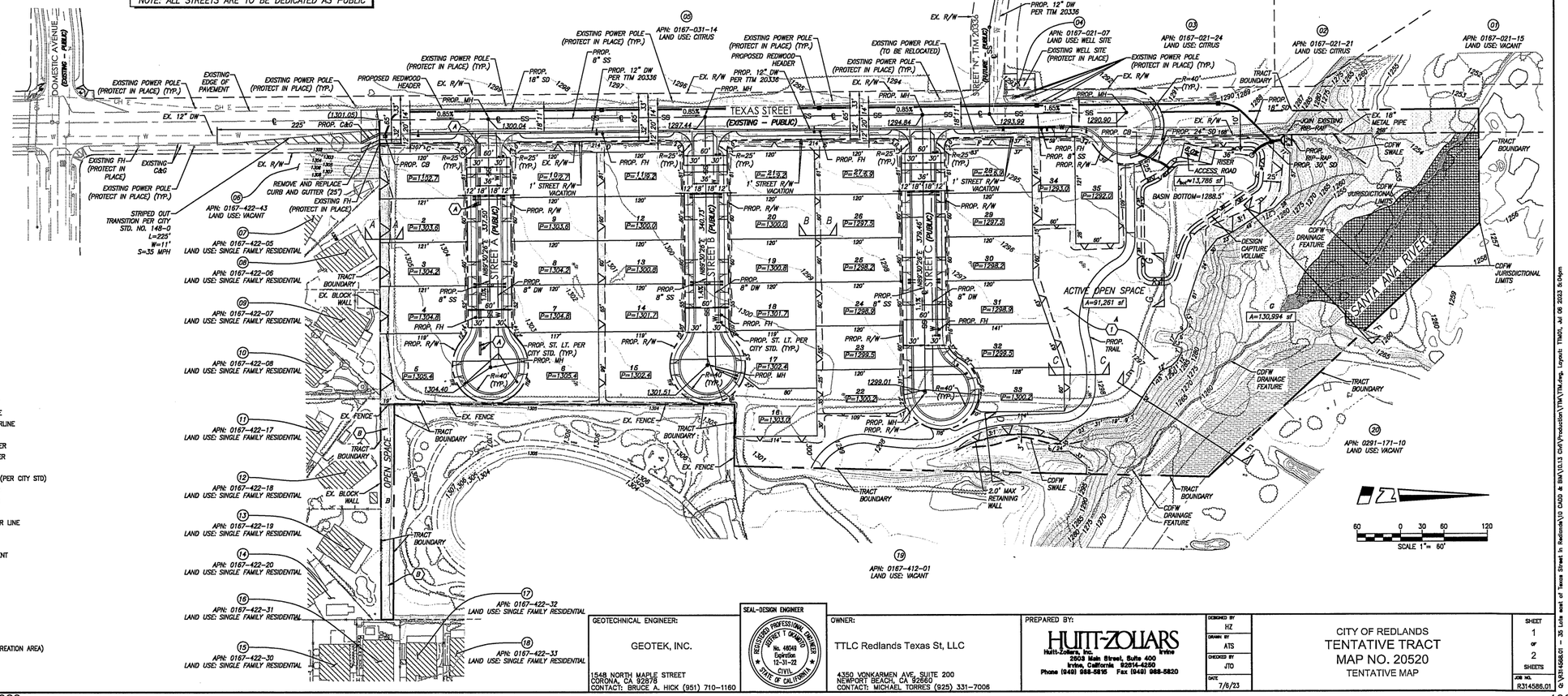
TITLE SHEET & TENTATIVE MAP	1
LOT SUMMARY TABLE, TYPICAL SECTIONS, AND DETAILS	2

DATA TABLE

- ASSESSORS PARCEL NUMBER(S): 0167-041-01
- FEMA FLOOD ZONE: ZONE X
- FEMA FLOOD MAP: 06071C8704H
- NUMBER OF LOTS (SFR): 35
- NUMBER OF OPEN SPACE LOTS: 6
- AVERAGE LOT SIZE (SFR): 7,708 SF
- MINIMUM LOT SIZE (SFR): 7,200 SF
- EXISTING SPECIFIC PLAN IDENTIFICATION: N/A
- TOTAL GROSS AREA: 14.69 AC
- DEVELOPMENT AREA: 11.69 AC
- OPEN SPACE REQUIRED (20%): 2.34 AC
- OPEN SPACE PROVIDED (LOTS A, B, C, D, E, & F): 2.77 AC (23.72% OF DEVELOPMENT AREA)
- LOT COVERAGE: 1.62 AC/14.69 AC = 11.00% OF GROSS AREA
- EXISTING LAND USE: AGRICULTURAL
- PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL
- EXISTING GENERAL PLAN DESIGNATION: VERY LOW DENSITY RESIDENTIAL (ALLOWS UP TO 2.7 DU/GROSS ACRE) 2.7 DU/AC x 14.69 GROSS AC = 39.7 DU ALLOWABLE PER GENERAL PLAN
- EXISTING ZONING DESIGNATION: AGRICULTURAL DISTRICT
- PROPOSED ZONING DESIGNATION: ESTATE RESIDENTIAL (R-E) PLANNED RESIDENTIAL DEVELOPMENT (PDR ALLOWS UP TO 3 DU/DEVELOPABLE ACRE) 3 DU/AC x 11.68 DEVELOPABLE AC=35 DU ALLOWABLE PER PRD



VICINITY MAP
NOT TO SCALE



LEGEND:

- TRACT BOUNDARY
- PROPOSED RIGHT OF WAY
- PROPOSED PROPERTY LINE
- PROPOSED STREET CENTERLINE
- EXISTING RIGHT OF WAY
- W — PROPOSED DOMESTIC WATER
- SS — PROPOSED SANITARY SEWER
- PROPOSED STORM DRAIN
- PROPOSED STREET LIGHT (PER CITY STD)
- W — EXISTING DOMESTIC WATER
- SS — EXISTING SANITARY SEWER
- ST — EXISTING STORM DRAIN
- OH E — EXISTING OVERHEAD POWER LINE
- LOT A — LOT NUMBER/LETTER
- P=1302.0 — PAD ELEVATION
- PROPOSED AC/AB PAVEMENT
- SLOPE (3:1 UNLESS NOTED OTHERWISE)
- WATERS OF THE STATE
- CDFW RAFSS HABITAT
- PASSIVE OPEN SPACE
- ACTIVE OPEN SPACE (RECREATION AREA)
- PROPOSED RIP RAP

GEOTECHNICAL ENGINEER:
GEOTEK, INC.
1548 NORTH MAPLE STREET
CORONA, CA 92878
CONTACT: BRUCE A. HICK (951) 710-1160

SEAL-DESIGN ENGINEER
REGISTERED PROFESSIONAL ENGINEER — STEVEN T. GRONOSKY — No. 48048 — Expiration 12-31-22 — CIVIL — STATE OF CALIFORNIA

OWNER:
TTLC Redlands Texas St, LLC
4350 VONKARMEN AVE, SUITE 200
NEWPORT BEACH, CA 92660
CONTACT: MICHAEL TORRES (925) 331-7006

PREPARED BY:
HUITT-ZOLLARS Irvine
Huitt-Zollars, Inc.
2603 Main Street, Suite 400
Irvine, California 92614-4250
Phone (949) 988-5815 Fax (949) 988-5820

DESIGNED BY	HZ
DRAWN BY	ATS
CHECKED BY	JTO
DATE	7/6/23

CITY OF REDLANDS
TENTATIVE TRACT
MAP NO. 20520
TENTATIVE MAP

SHEET 1 OF 2 SHEETS
JOB NO. R314586.01

G:\R314586.01 - 35 Lots west of Texas Street in Redlands\10 CADD & BIM\10.13 Civil\Production\TTM\TM.dwg, Layout: TTM01, Jul 06 2023 5:04pm

PLAN CONTROL - SUBMITTAL #4

ADJACENT PROPERTY OWNERS

01 APN: 0167-021-15
SAN BERNADINO COUNTY FLOOD CONTROL DISTRICT
ED: 07/15/1993

02 APN: 0167-021-21
PANGAHAMO MATERIALS INC
ED: 07/12/1994

03 APN: 0167-021-24
RAMIREZ, LAURA ANNE
ED: 07/10/2012

04 APN: 0167-021-07
RAMIREZ, LAURA ANNE
ED: 07/10/2012
*WELL SITE

05 APN: 0167-031-14
RAMIREZ, LAURA ANNE
ED: 07/10/2012

06 APN: 0167-422-43
CITY OF REDLANDS
ED: 06/08/2017

07 APN: 0167-422-05
YU, KUAI
ED: 10/01/2019

08 APN: 0167-422-06
DO, KANG
ED: 10/22/2021

09 APN: 0167-422-07
ZESATI, CAROL S
ED: 01/26/2021

10 APN: 0167-422-08
HATCHETT, TERRY WILLIAM JR
ED: 10/01/2018

11 APN: 0167-422-17
GAGE, ELISA
ED: 05/22/2019

12 APN: 0167-422-18
RAMOS, MATTHEW AARON
ED: 12/11/2019

13 APN: 0167-422-19
MOSER, DOUGLAS G
ED: 12/13/2017

14 APN: 0167-422-20
BONDOC, JANN JAY
ED: 12/14/2017

15 APN: 0167-422-30
SANTIAGO, YVONNE
ED: 07/14/2017

16 APN: 0167-422-31
LENO, SONDRA LEE
ED: 08/08/2017

17 APN: 0167-422-32
BONANOMI, BRUCE
ED: 07/24/2017

18 APN: 0167-422-33
MANZANO, DESTINY
ED: 12/10/2020

19 APN: 0167-412-01
CITY OF REDLANDS
ED: 06/08/2017

20 APN: 0291-171-10
BEAR VALLEY MUTUAL WATER COMPANY
ED: 02/28/1973

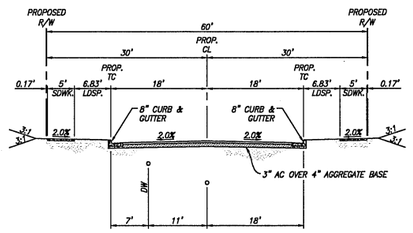
NUMBER LOT SUMMARY TABLE			
LOT	AREA (S.F.)	AREA (ACRE)	TYPE
1	7,348	0.17	SINGLE FAMILY RESIDENTIAL
2	7,248	0.17	SINGLE FAMILY RESIDENTIAL
3	7,270	0.17	SINGLE FAMILY RESIDENTIAL
4	7,888	0.18	SINGLE FAMILY RESIDENTIAL
5	10,568	0.24	SINGLE FAMILY RESIDENTIAL
6	10,617	0.24	SINGLE FAMILY RESIDENTIAL
7	7,788	0.18	SINGLE FAMILY RESIDENTIAL
8	7,200	0.17	SINGLE FAMILY RESIDENTIAL
9	7,200	0.17	SINGLE FAMILY RESIDENTIAL
10	7,320	0.17	SINGLE FAMILY RESIDENTIAL
11	7,320	0.17	SINGLE FAMILY RESIDENTIAL
12	7,200	0.17	SINGLE FAMILY RESIDENTIAL
13	7,200	0.17	SINGLE FAMILY RESIDENTIAL
14	7,795	0.18	SINGLE FAMILY RESIDENTIAL
15	10,755	0.25	SINGLE FAMILY RESIDENTIAL
16	7,815	0.18	SINGLE FAMILY RESIDENTIAL
17	8,089	0.19	SINGLE FAMILY RESIDENTIAL
18	7,795	0.18	SINGLE FAMILY RESIDENTIAL
19	7,200	0.17	SINGLE FAMILY RESIDENTIAL
20	7,200	0.17	SINGLE FAMILY RESIDENTIAL

NUMBER LOT SUMMARY TABLE			
LOT	AREA (S.F.)	AREA (ACRE)	TYPE
21	7,320	0.17	SINGLE FAMILY RESIDENTIAL
22	7,212	0.17	SINGLE FAMILY RESIDENTIAL
23	7,200	0.17	SINGLE FAMILY RESIDENTIAL
24	7,200	0.17	SINGLE FAMILY RESIDENTIAL
25	7,200	0.17	SINGLE FAMILY RESIDENTIAL
26	7,200	0.17	SINGLE FAMILY RESIDENTIAL
27	7,320	0.17	SINGLE FAMILY RESIDENTIAL
28	7,320	0.17	SINGLE FAMILY RESIDENTIAL
29	7,200	0.17	SINGLE FAMILY RESIDENTIAL
30	7,200	0.17	SINGLE FAMILY RESIDENTIAL
31	7,822	0.18	SINGLE FAMILY RESIDENTIAL
32	8,544	0.20	SINGLE FAMILY RESIDENTIAL
33	7,206	0.17	SINGLE FAMILY RESIDENTIAL
34	7,261	0.17	SINGLE FAMILY RESIDENTIAL
35	7,749	0.18	SINGLE FAMILY RESIDENTIAL

LETTER LOT SUMMARY TABLE			
LOT	AREA (S.F.)	AREA (ACRE)	TYPE
A	104,777	2.41	PERMANENT OPEN SPACE
B	5,268	0.12	PERMANENT OPEN SPACE
C	1,767	0.04	PERMANENT OPEN SPACE
D	3,527	0.08	PERMANENT OPEN SPACE
E	3,527	0.08	PERMANENT OPEN SPACE
F	1,764	0.04	PERMANENT OPEN SPACE
G	122,215	2.81	UNDEVELOPED

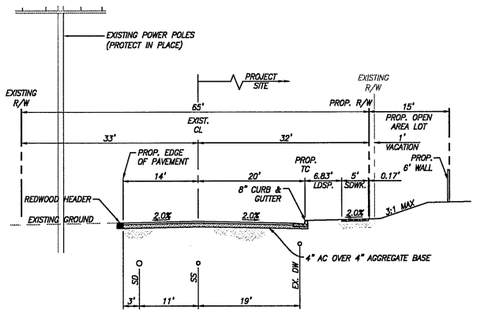
PUBLIC STREET DEDICATION SUMMARY TABLE			
LOT	AREA (S.F.)	AREA (ACRE)	TYPE
ROW	127,159	2.92	PUBLIC STREET

TOTAL SITE		
LOT	GROSS AREA (S.F.)	GROSS AREA (ACRE)
TOTAL	639,773	14.69



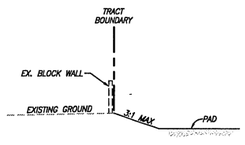
PARALLEL PARKING ALLOWED ON BOTH SIDES OF THE STREET

INTERIOR STREET
(PUBLIC STREET)
60' R/W LOCAL RESIDENTIAL PER CITY STANDARD 701-0
SCALE: 1"=10'

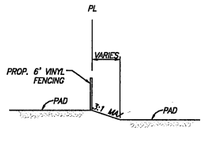


PARALLEL PARKING ALLOWED ON ONE SIDE OF THE STREET

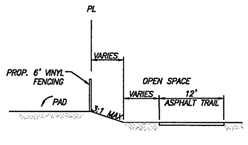
TEXAS STREET
(PUBLIC STREET)
66' R/W COLLECTOR - RESIDENTIAL PER CITY STANDARD 701-0
SCALE: 1"=10'



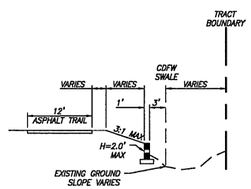
SECTION A-A
SCALE: 1"=10'



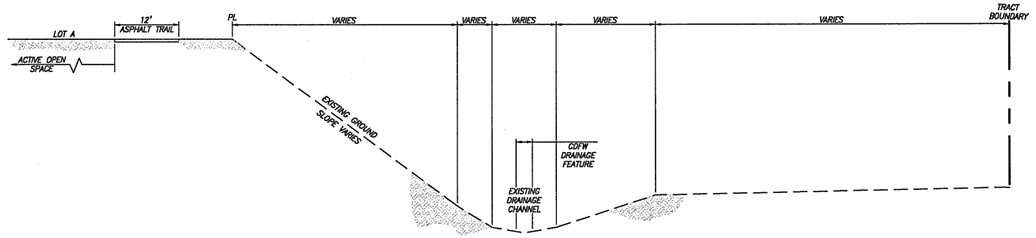
SECTION B-B
SCALE: 1"=10'



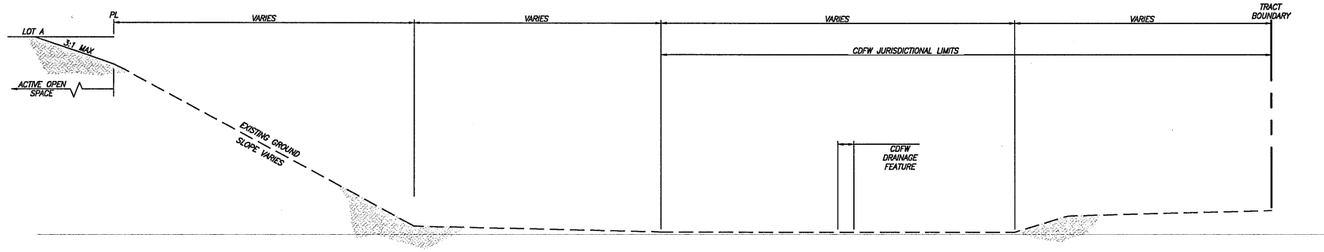
SECTION C-C
SCALE: 1"=10'



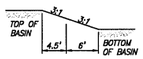
SECTION D-D
SCALE: 1"=10'



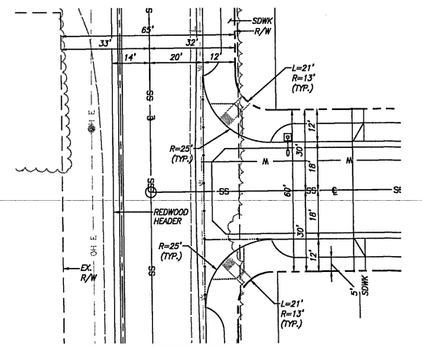
SECTION E-E
SCALE: 1"=20'



SECTION F-F
SCALE: 1"=20'

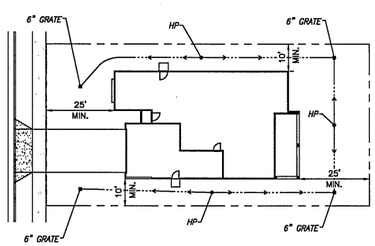


SECTION G-G
SCALE: 1"=10'



TYPICAL STREET INTERSECTION DETAIL
SCALE: 1"=20'

PRELIMINARY EARTHWORK				
	CUT (CY)	FILL (CY)	RAW NET	
RAW EARTHWORK	18,930	14,900	4,030	IMPORT
OVEREX (4' OVER SITE MINUS PARK AREA, minus 6" loss for clear and grub)	36,200	36,200		
OVEREX SHRINKAGE (15%) assumes overex in majority of shinkage		5,430		
SUBSIDENCE (0.2' OVER SITE)		2,000		
ROUGH GRADING EARTHWORK	55,130	58,530	3,400	IMPORT
SPOILS				
LOTS (50CY/LOT)	1,750			
STORM DRAIN	165			
SEWER	445			
WATER	130			
FINAL NET	57,620	58,530	910	IMPORT



TYPICAL LOT GRADING
SCALE: N.T.S.

SEAL-DESIGN ENGINEER
REGISTERED PROFESSIONAL ENGINEER
JEFFREY T. DRANDELL
No. 48049
Expiration 12-31-22
CIVIL
STATE OF CALIFORNIA

OWNER:
TTLC Redlands Texas St, LLC
4350 VONKARMEN AVE, SUITE 200
NEWPORT BEACH, CA 92660
CONTACT: MICHAEL TORRES (925) 331-7006

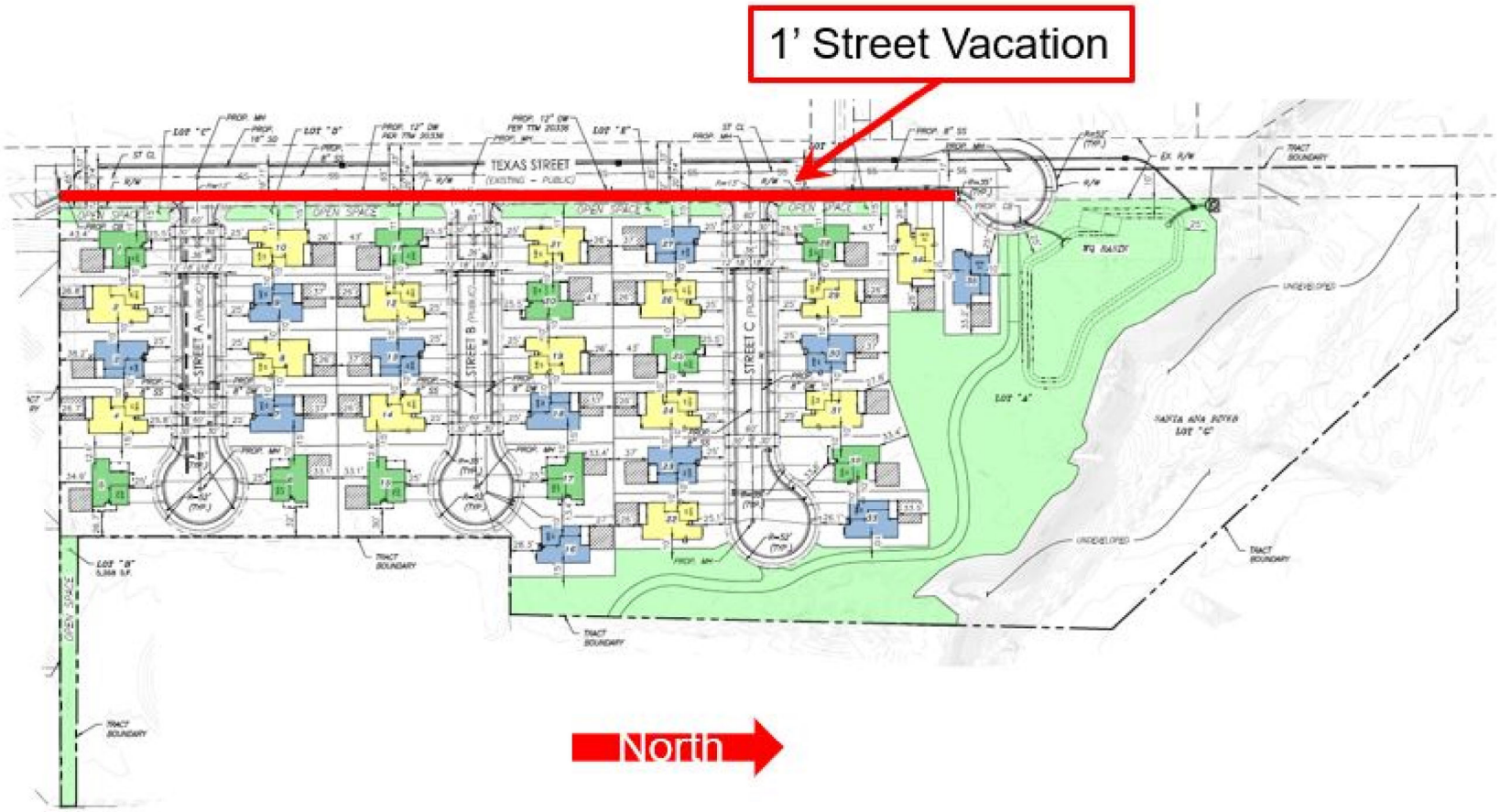
PREPARED BY:
HUITT-ZOLLARS
Irvine
Huitt-Zollars, Inc.
2603 Main Street, Suite 400
Irvine, California 92614-4250
Phone (949) 988-5815 Fax (949) 988-5820

DESIGNED BY	HZ
DRAWN BY	ATS
CHECKED BY	JTO
DATE	7/6/23

CITY OF REDLANDS
TENTATIVE TRACT
MAP NO. 20520
TYPICAL SECTIONS AND DETAILS

SHEET	2
OF	2
SHEETS	
JOB NO.	R314586.01

G:\R314586.01 - 35 Lots east of Nevada Street in Redlands\10 CADD & BIM\10.13 Civil\Production\TTM\TTM.dwg, Layout: TTM02, Jul 06 2023 5:04pm


1’ Street Vacation
TEXAS STREET
(EXISTING – PUBLIC)
STREET A (PUBLIC)
STREET B (PUBLIC)
STREET C (PUBLIC)
OPEN SPACE
LOT "A"
LOT "B"
LOT "C"
TRACT BOUNDARY
UNDEVELOPED
North

RESOLUTION NO. 8511

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING ITS INTENTION TO VACATE A PORTION OF EXCESS TEXAS STREET RIGHT-OF-WAY

WHEREAS, TTLC Redland Texas St, LLC, has submitted an application requesting vacation of an approximately 965-foot long segment of excess public right-of-way, one (1) foot in width, along the east side of Texas Street adjacent to APN: 0167-041-01-0000; and

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

WHEREAS, pursuant to Section 8340 of the California Streets and Highways Code, the City may for public convenience and necessity reserve and except public service easements from a street vacation; and

WHEREAS, the street vacation qualifies for exemption from environmental review in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines. Section 15061(b)(3) is the "general rule" exemption where it can be seen with certainty that the activity in question will not have any significant effects on the environment; and

WHEREAS, the City Council intends to vacate the excess right-of-way as more particularly described in Attachment “A” to this resolution.

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

SECTION 1. The City Council hereby declares its intention to vacate that portion of Edgemont Drive as further described in Attachment A (Legal Description and Plat), attached hereto.

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The proposed street vacation qualifies for exemption from environmental review in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines. Section 15061(b)(3) is the "general rule" exemption where it can be seen with certainty that the activity in question will not have any significant effects on the environment.

SECTION 3. The City Council will conduct a public hearing on the subject of the proposed vacation at a regularly scheduled public meeting of the City Council on October 3, 2023, beginning at 6:00 p.m. or as soon thereafter as the matter may be heard, to be held in the City Council Chamber located at 35 Cajon Street, Suite 2, Redlands, California 92373.

SECTION 4. The City Clerk shall give notice of the public hearing on the public hearing on the proposed vacation by:

a. Publishing notice a newspaper of general circulation, for two successive weeks prior to the hearing; and

b. Posting notices of the proposed vacation conspicuously along the lines of the portion of right-of-way to be vacated at least two weeks prior to the date set for the public hearing. The notices shall be posted no more than 300 feet apart, and at least three such notices shall be posted. The notices shall reference the adoption of this Resolution of Intention and shall state the date, time, and place of the vacation hearing.

ADOPTED, SIGNED AND APPROVED this 5th day of September 2023.

_____

Eddie Tejeda, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certifies that the foregoing resolution was adopted by the City Council, at a regular meeting thereof, held on the 5th day of September, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Jeanne Donaldson, City Clerk

ATTACHMENT A
Legal Description and Plat

[Attached]

HUITT HZ ZOLLARS

R314568.01
7-21-2023
REVISED
7-28-2023

EXHIBIT "A"
LEGAL DESCRIPTION
STREET VACATION NO. 193

That portion of the Northwest Quarter of Section 15, Township 1 South, Range 3 West, San Bernardino Meridian, in the City of Redlands, County of San Bernardino, State of California, according to the official plat thereof, described as follows:

Beginning at the intersection of a line being parallel with and 32.00 feet Easterly of the Westerly line of said Northwest Quarter and the Northerly line of the land described in that certain Grant Deed recorded January 6, 2016, as Instrument No. 2016-0004616, of Official Records in the office of the County Recorder of said County, shown as having a bearing and distance of "N89°57'14"W 683.39' " on Tract Map No. 18988, in said City of Redlands, as shown on the map filed in Book 346, Pages, 19 through 28, inclusive, of Maps, in said office of the County Recorder; thence along said parallel line North 00°16'41" West 862.77 feet and North 00°17'59" West 96.73 feet to the beginning of a curve concave Easterly, having a radius of 35.00 feet; thence leaving said parallel line Northerly 8.40 feet along said curve through a central angle of 13°44'54" to a line being parallel with and 33.00 feet Easterly of said Westerly line; thence non-tangent along said parallel line South 00°17'59" East 105.05 feet and South 00°16'41" East 862.78 feet to said Northerly line; thence leaving said parallel line along said Northerly line South 89°57'14" West 1.00 feet to the Point of Beginning.

Containing an area of 965 square feet, more or less.

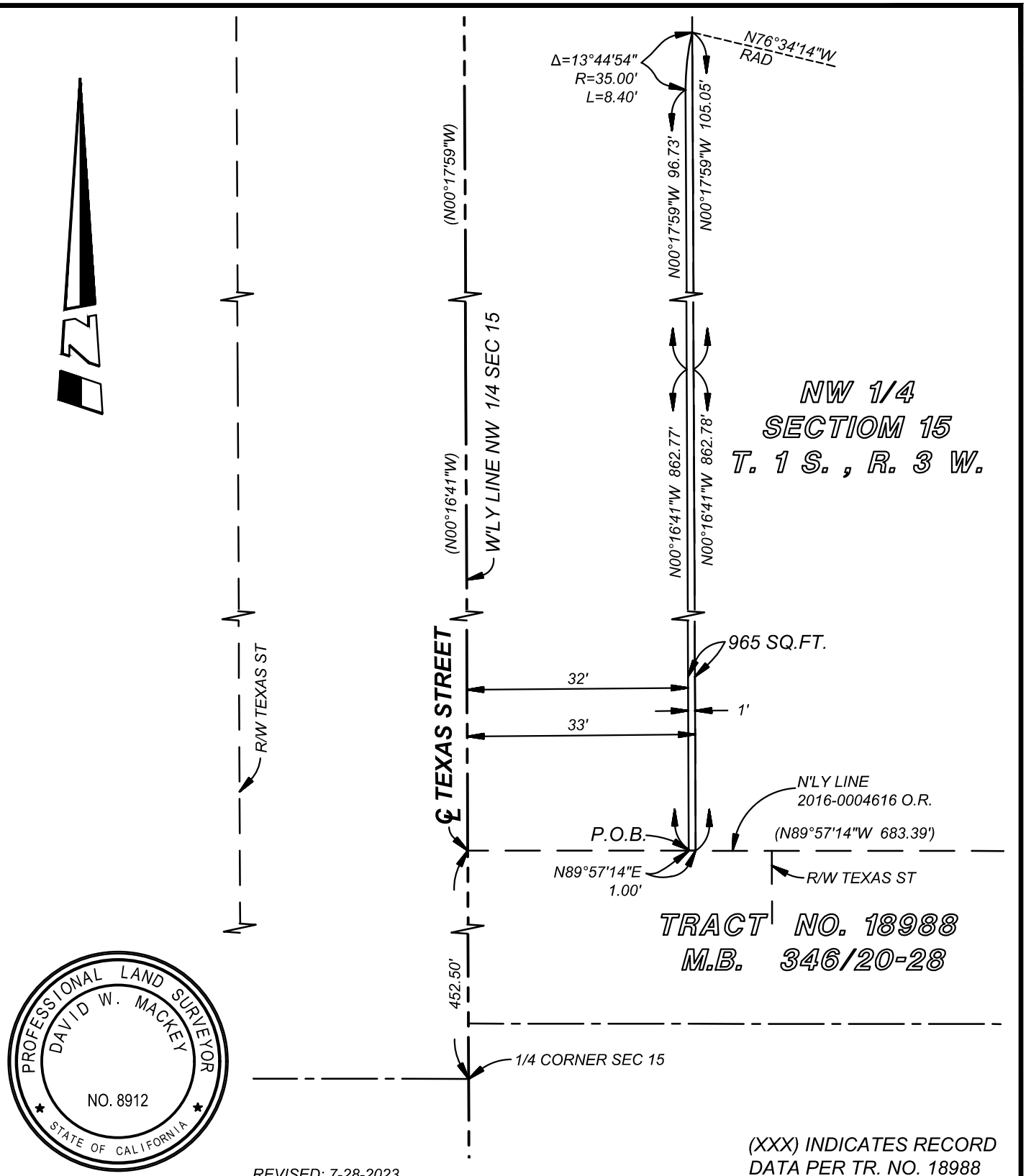
Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

David W. Mackey

DAVID W. MACKEY, PLS 8912





REVISED: 7-28-2023

(XXX) INDICATES RECORD DATA PER TR. NO. 18988

HUITT ZOLLARS
2603 Main Street, Suite 400
Irvine, California 92614
949.988.5815
www.huitt-zollars.com

APPROVED BY
David W. Mackey 7/28/23

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

EXHIBIT 'B'
STREET VACATION NO. 193

SCALE:	1" = 20'
DRAWN BY:	PAA
REVIEWED BY:	DWM
JOB NUMBER:	R314568.01
SHEET	1 OF 1

Q:\R314568.01\CADD\MAPPING\DWG\EX\31456801JEX01.DWG

City Council/Successor Agency Meeting **J. 11.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Professional Services Agreement with Walker Consultants Inc., to increase the original agreement from $121,560 by $13,000 for a total aggregate amount not-to-exceed $134,560 for professional consulting services related to preparation of the Downtown Parking Study (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 approve the First Amendment to the Agreement with Walker Consultants, Inc., for a total aggregate amount not to exceed $134,560.

RECOMMENDATION:

Staff recommends City Council approve the First Amendment to the Agreement with Walker Consultants Inc., for professional consulting services associated with the preparation of a Downtown Parking Study for a total aggregate amount not-to-exceed $134,560.

DISCUSSION:

On September 6, 2022, (Agenda Item No. J.3.), an agreement in the amount of $121,560 was approved by the City Council for professional consulting services associated with the preparation of a Downtown Parking Study (Study). The need for additional professional consulting services for the completion of the Study includes attending additional meetings, providing written responses, and preparing revisions to the Study.

ALTERNATIVES:

City Council may elect not to approve the agreement and provide alternative direction to staff. However, not approving the agreement would impact the current schedule for completion of the study.

STRATEGIC PLAN:

Strategic Plan Priority A, Strategic Objective 2 - Increase accessibility to businesses and essential services through improvements to mobility and parking.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Tricia Munoz, Development Services Management Analyst

Fiscal Impact

Fiscal Year:	2023-24
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$13,000
Budgeted Y/N:	Y
Account No.:	101161-6710

Discussion:

This First Amendment to the Agreement with Walker Consultants Inc., will not impact the General Fund. Sufficient appropriation exists in the Development Services Department Economic Development Division Budget (101161-6710) and will increase Purchase Order No. 22300766 by $13,000 from $121,560 to $134,560.

Attachments

Walker Consultants Inc. First Amendment
Original Agreement_Walker

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision professional services associated with the preparation of a Downtown Parking Study and professional consulting services ("Agreement"), dated September 6, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Walker Consultants, Inc., a Michigan corporation ("Consultant"), is made and entered into this 5th day of September 2023.

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("Agreement") on September 6, 2022, for the provision professional services associated with the preparation of a Downtown Parking Study and the provision of professional consulting services to the City;

WHEREAS, the Parties entered into a First Amendment to the Agreement ("First Amendment") on September 5, 2023; and

WHEREAS, it is the desire of the Parties to amend their existing Agreement, specifically to article 5.1 to increase the payment to the Consultant from one hundred twenty-one thousand five hundred sixty-six dollars ($121,560) to one hundred thirty-four thousand five hundred sixty dollars ($134,560), and amend the Exhibits accordingly.

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

AGREEMENT

Section 1. Article 5.1 of the Agreement, entitled "Payments to Consultant," is hereby amended to read as follows:

"5.1 Compensation: Total compensation for Consultant's performance of the Services shall not exceed the amount of one hundred thirty-four thousand five hundred sixty dollars ($134,560). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C" titled, ("Fee Schedule") which is attached hereto and incorporated herein by this reference."

Section 2. Exhibit "A" entitled, "Scope of Services" is hereby amended and replaced with a new Exhibit "A", which is attached hereto and incorporated herein and into the Agreement by this reference as Attachment 1.

Section 3. Exhibit "B" entitled, "Project Schedule" is hereby amended and replaced with a new Exhibit "B", which is attached hereto and incorporated herein by reference as Attachment 2.

Section 4. Exhibit "C" entitled, "Fee Schedule" is hereby amended and replaced with a new Exhibit "C", which is attached hereto and incorporated herein and into the Agreement by this reference as Attachment 3.

Section 5. 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 September 5, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

WALKER CONSULTANTS, INC.

By: _____
Steffen Turoff, Principal in Charge

ATTEST:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT 1

EXHIBIT "A"
SCOPE OF SERVICES

Project Approach and Methodology *(Revised August 15, 2023)*

The City of Redlands, its businesses, residents, and visitors are at the confluence of converging and complimentary trends, providing an opportunity to rethink how travel and access should be provided to enhance the quality of life in its historic Downtown area. The traditional paradigm of transportation in California that requires a parking space for every person who patronizes and works at a restaurant or other business in the City is evolving. New technologies and changing consumer preferences for the simple convenience and pleasure of bicycling and walking allow the public choices other than relying on driving and parking to reach their destination. At the same time, Walker recognizes that the majority of access will continue to occur via private vehicles, which should be accommodated and managed efficiently to maximize the use and utility of parking assets.

The inefficiency and cost of devoting too much land to parking spaces and inefficient management of that space can be detrimental to the vibrancy of a mixed-use Downtown area, constrains business and limits the City's ability to advance mobility and climate goals. An inefficient parking system increases traffic, deters bicycling and walking, prevents existing businesses from expanding or new business from opening, and limits the number of businesses and destinations to visit in the City.

With the planned addition of 1,000+ residential units to downtown Redlands, the time is now for the City to take a comprehensive look at parking and mobility in its Downtown core to ensure that the system serves the needs of both existing and future businesses, residents, and visitors in an effective and efficient manner. The City is also constructing a new parking garage that will support the downtown Redlands train station as well as intensifying downtown land uses and activity. The garage should promote a "park once" strategy, creating a more active transportation-oriented downtown.

We will approach this effort from all perspectives, real estate, infrastructure, design, policy, management, financial, and most of all the human experience. How can the City get the highest and best use out of its parking facilities while maintaining a high-level of customer service and satisfaction? How can we use parking policies to efficiently managed demand while also providing incentives for non-auto travel? How can the recommendations and policies determined in this study support the goals of both the General Plan and Transit Villages Specific Plan?

Is parking pricing appropriate as a management tool and as an essential method for fostering equity and balance among diverse populations and user groups? What is the right curb allocation and usage of the curb beyond traditional on-street parking? This is just as important, with ride apps, commercial delivery, and micro mobility options continually changing transportation behaviors and how we use this precious, valuable space.

Walker's parking plans and policies, parklet designs and programs, shared use analyses for parking facilities, wayfinding plans, technology plans, curb management plans, financial analysis, and active transportation and mobility plans, have answered these questions for our clients, to maximize their parking and generate infinite imagination of those who seek to be together in more livable spaces.

Our Process

In the era of changing mobility and consumer demands, how can valuable parking assets, curb space, and public space be planned, organized, and optimized to prioritize needs, accommodate demand, and achieve

the City's goals. In keeping with this mandate, we propose to focus on the following core areas of achievement:

- Understand the City of Redland's holistic approach. The City's planning efforts embrace the connections between economic, social, modal, environmental, and cultural impacts. Recommendations developed through this work will be equally comprehensive in their scope and impact.
- Use the City's goals as a north star. The General Plan and Transit Village Specific Plan can provide a path for all efforts related to parking, mobility, and access. Walker will view the City's goals for climate, mode share, access, equity, and economic development as our "north star" for developing recommendations that meet the core vision and values of the City and its constituents.
- Be aspirational and inspirational, but also data-driven in identifying best practices. In identifying best practice solutions from across the country and around the world, Walker will evaluate not only aspiration and innovation, but also the effectiveness in performance of those best practice solutions from a quantitative and qualitative standpoint. The guiding question in this search will always be "to what extent will this solution serve the Redlands community?"
- Focus on clear and unified messaging. We will ensure that this effort is an extension and continuation of the City's comprehensive planning efforts through clear and unified messaging in open and collaborative partnership with City staff and stakeholders.

Scope of Work

Based on Walker's understanding of the City's goals and objectives, and the scope of work provided int he RFP, the following is Walker's detailed scope of work, outlining how the Project Team will work with the City, the community, and other stakeholders to achieve the goals and objectives of the project as outlined in the RFP. Walker will honor the goals of the tasks as set forth in the RFP as well as add value using creative solutions with a pragmatic and implementable focused deliverable.

Task 1 – Project Management

Jeff Weckstein, the Project Manager for this engagement, is known for his technical, data-driven style, aligned with client's needs and goals. Jeff's, and Walker's, goal is always to develop a mutual understanding of outcomes and conclusions and monitor project progress, and a unified, branded messaging to all constituents. Jeff's responsive, creative, and flexible approach enables him to maintain original budgets and schedules even when project goals and scope changes. He will organize and lead regular project management meetings and develop action items for follow up. Jeff will be supported by Walker's effective project management practices created from over 56 years of experience.

Task 1.1 *Project Management Plan.* Walker will develop the project management plan, identifying major work elements, deliverables, milestones, and the schedule.

Task 1.2 *Ongoing Project Management.* Walker will provide routine project management using earned value and/or other tools to monitor and manage the project scope, schedule, team, and deliverable. Walker will prepare and submit invoices and progress reports, execute subconsultant agreements, and develop and review contract amendments as needed. Walker will provide document management, perform quality assurance and quality control function, and be responsible for project close-out activities.

Task 1.3 *Monthly Project Team Meetings/Project Updates.* Walker will conduct virtual monthly project team meetings with the Walker and City teams to review project progress, milestone, status, data, roadblocks, and preliminary findings.

Task 1.4 *Public Meetings.* Walker anticipates meeting twice with the traffic and parking commission during the Project. This scope of work assumes one virtual and one in-person meeting with the traffic and parking commission. In addition to the presentation meetings included in Task 6, this scope of work assumes one meeting with City Council during the project but before the presentation stage.

Deliverables:

- Meeting minutes and follow up action items
- Monthly invoices

Task 2 – Analysis of Existing Resources and Utilization Rates

We believe that data is the foundation to great outcomes. Our team focuses not only on data analysis, but on clear data visualization to ensure findings are digestible to the community.

Task 2.1 *Review of Existing Materials.* Walker will review the *2017 Initial Downtown Parking Study* and *Draft Transit Village Specific Plan*.

Task 2.2 *Downtown Parking Survey.* Walker will prepare a draft downtown parking and mobility survey, and work with City staff to finalize the survey. Walker will work with the City to identify appropriate means/methods to disseminate the survey, which will include, at a minimum, an intercept survey to occur over two days with one Walker staff persons performing the survey during key time periods to be discussed with the City.

Task 2.3 *Business Community Outreach.* Walker staff will attend two (2) meetings with business community representatives to discuss the goals and objectives of the study and hear specific concerns or interests of the business community related to parking management. This scope of work assumes that the meetings will occur on one day (such as a daytime and evening session) and that the City of Redlands will arrange the meeting locations and attendees.

Task 2.4 *Downtown Parking Standards Review.* Walker will review parking standards and requirements in the Downtown area. Walker will research parking standards and requirements in up to three (3) peer cities, determined jointly with City staff.

Task 2.5 *Data Collection.* Walker proposes to partner with IDAX Data Solutions to conduct the data collection effort. IDAX, overseen by Walker, will lead a multi-day data collection effort in the study area to understand and document existing parking conditions. Specifically, we propose to:

a. Conduct an inventory of public on-street and off-street parking spaces. The inventory will include gathering the number of parking spaces and current parking restrictions on a block-by-block basis. The inventory will also include other curb uses such as bus stops and loading zones and will be provided in GIS format.
b. Conduct parking occupancy counts of public on-street and off-street parking spaces. Walker anticipates the following:
    a. Two (2) day of on the ground data collection
        i. Weekday (Tuesday, Wednesday, or Thursday) – every hour hours from 9am to 9pm
        ii. Weekend (Saturday or Sunday) – every hour from 9am to 9pm
        iii. Turnover (length of stay) data will be collected at select parking facilities/in select locations concurrently with the parking occupancy counts.
    b. To provide the public and stakeholder more confidence our data collection efforts will include an analysis of off and on-street parking transaction and revenue data (to be provided by the City as available). We will compare this analysis to our on the ground data collection and analyze to find trends in occupancy, turnover, and peak parking times.

c. We can provide additional data collection if the City has additional budget available. We are happy to work with the City on the appropriate data collection process based on the City's preferences and needs.

Task 2.6 *Existing Conditions*. Walker will summarize the findings from Tasks 2.1-2.4 in a report chapter. Data collection will be presented using tables and through "heat maps" showing the locations in which parking demand is concentrated and locations with more availability. Congested parking areas and underutilized parking facilities will be identified through the analysis and graphics. The report will include survey results, a discussion of where parking may be added to the downtown through restriping or reconfiguration of on-street spaces, and recommendations related to the existing parking standards in the City's current land use ordinances.

Deliverable:

- Existing Conditions chapter of parking study report

Task 3 – Confirmation of Vision, Goals, and Policies

Building on learnings from previous tasks, Walker will work with the City to confirm the vision, goals, and policy agenda that has already been put in place in the City's general Plan.

Task 3.1 *Confirm Vision and Goals.* In partnership with City staff and drawing on the General Plan and learnings from the survey and peer cities review, Walker will confirm the vision and goals for the Parking Plan aligned with the General Plan. The vision will clarify the goals of the parking and mobility program and focus on balancing the needs of the downtown area stakeholders.

Task 3.2 *Develop Policies.* Based on the data and policy analysis, we will confirm a set of realistic policies, drawn largely from policies set forth in the General Plan. Policies will be grounded in the reality of staff and technology resources and capabilities, guiding regulations and statutes. Policies will address parking and access issues in downtown Redlands based on the findings in Tasks 2 and the vision and goals established in Task 3.1.

Task 3.3 *Existing City Hall Redevelopment.* Walker's functional designers will prepare preliminary conceptual parking layouts for the existing City Hall site which will be vacated. Concepts will involve demolition of the existing parking structure on the site, but potentially involve retaining the existing subterranean parking and integrating it into the conceptual above-grade design.

Deliverable:

- Vision, goals, and policies chapter of parking study report.

Task 4 – Development of Strategies and Actions (Parking Priorities and Recommendations)

We know parking and transportation is a political process. Our team is comprised of policy experts who have shepherded policy initiatives through local, state, and federal elected bodies, from fundamental change to minor amendments. We will work with the City to frame policy strategies and actions based on goals, data, visualizations, and real-life examples, to convey the story for policy change.

Task 4.1 *Strategies and Actions.* Walker will develop a list of parking, access, and mobility strategies to support the goals identified in Task 3. Walker will also recommend actions to implement the strategies and actions identified.

Deliverable:

- Strategies and actions chapter of parking study report that addresses parking issues in line with the vision, goals, and policies identified in Task 3.

Task 5 – Implementation and Measurement of Success

Task 5.1 *Action Implementation.* For each action identified in Task 4, develop a "business plan" that defines implementation of each strategy and action. The "business plan" is assumed to include each of the following for implementation:

- Whether each action will be short-, medium-, or long-term.
- The responsible City department for implementing each action, as well as departments that will support each action.
- Define how success will be measured, develop Key Performance Indicators (KPIs) for each action and an evaluation strategy to measure success.

Walker anticipates presenting the list of strategies and actions in a visual, easy to digest format, such as a matrix.

Deliverable:

- Business plan/implementation chapter of parking study report.

Task 6 – Deliverables, Draft, and Final Document

Once all deliverables from previous tasks are completed and approved, we will create an illustrative and digestible Downtown Parking Study report.

Task 6.1 *Administrative Review Document.* Based on all previous tasks, Walker will prepare the draft report for City staff review and comment. Walker will receive one (1) set of consolidated comments on the draft report.

Task 6.2 *Update Administrative Review Document.* Based on comments received, Walker will update the report.

Task 6.3 *Power Point Presentation*. Walker will prepare a power point presentation summarizes the key elements of the report to present to the Traffic and Parking Commission and City Council. Task 6.4 *Traffic and Parking Commission Review*. Walker will update the report based on comments received from the Traffic and Parking Commission.

Task 6.5 *City Council Review*. Walker will finalize the report based on comments received from City Council. Task 6.6 *Final Document*. Walker will submit a final document to the City.

Task 6.4a. Traffic and Parking Commission, City Council, Business Associations, Chamber of Commerce and City Staff. Walker will prepare and continue to prepare written response to comments and questions received from downtown business association, chamber of commerce, Traffic and Parking Commissioners, City staff, and City Council.

Task 6.4b. Traffic and Parking Commission, City Council, Business Associations, Chamber of Commerce and City Staff. Walker will interface with members of the downtown business groups, including business associations and chamber of commerce, along with the Traffic and Parking Commission, City Council, and city staff.

Task 6.4c. City Council Attendance and Review. Attendance at upcoming City Council meeting(s), date(s) TBD.

Deliverables:

- *Draft and Final document, presentation*

ATTACHMENT 2

EXHIBIT "B"
PROJECT SCHEDULE

Year	2022				2023												2024
Month	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan
Task 1: Project Management																	
1.1 Project Kick-Off Meeting																	
1.2 Confirm Scope & Schedule																	
1.3 Project Meetings (monthly)																	
1.4 Public Meetings																	
Task 2: Existing Conditions Analysis																	
2.1 Review of Existing Materials																	
2.2 Downtown Parking Survey																	
2.3 Business Community Outreach																	
2.4 Downtown Parking Standards Review																	
2.5 Data Collection																	
2.6 Existing Conditions Chapter																	
Task 3: Confirmation of Vision, Goals & Policies																	
3.1 Confirm Vision & Policies																	
3.2 Develop Policies																	
3.3 Conceptual Design for Parking on Old City Hall Site																	
Task 4: Development of Strategies & Actions																	
4.1 Strategies & Actions																	
Task 5: Implementation and Measures of Success																	
5.1 Action, Implementation, Business Plan																	
Task 6: Deliverables, draft and final document																	
6.1 Administrative Review Document																	
6.2 Update Administrative Review Document																	
6.3 Power Point Presentation																	
6.4 Traffic and Parking Commission																	
6.5 City Council																	
6.6 Final Document																	

Meetings & Project Administration	
Tasks	
Outreach	
Deliverable	

ATTACHMENT 3

EXHIBIT "C"
FEE SCHEDULE

Project Team	Hourly Rate	Task 1 Project Management and Administration		Task 2 Analysis of Existing Resources and Utilization Rates		Task 3 Development of Vision, Goals and Policies		Task 4 Development of Strategies and Actions		Task 5 Implementation/Measurement of Success		Task 6 Deliverables, Draft and Final Document		Grand Total	
Walker Consultants (Prime)		**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**
Steffen Turoff - Principal in Charge	250	22	$ 5,500.00	13	$ 3,250.00	6	$ 1,500.00	4	$ 1,000.00	4	$ 1,000.00	28	$ 7,000.00	77	$ 19,250.00
Jeff Weckstein - Project Manager	220	32	$ 7,040.00	44	$ 9,680.00	15	$ 3,300.00	16	$ 3,520.00	16	$ 3,520.00	50	$ 11,000.00	173	$ 38,060.00
Tania Schleck - Parking Planner & GIS	175	0	$ -	52	$ 9,100.00	25	$ 4,375.00	15	$ 2,625.00	14	$ 2,450.00	20	$ 3,500.00	126	$ 22,050.00
Ellen Schwartz - Parking Planner	175	0	$ -	35	$ 6,125.00	15	$ 2,625.00	0	$ -	0	$ -	20	$ 3,500.00	70	$ 12,250.00
Efrain Gonzalez - Senior Technician	190	0	$ -	0	$ -	55	$ 10,450.00	0	$ -	0	$ -	0	$ -	55	$ 10,450.00
Chrissy Mancini-Nichols - Multi-Modal Planning	220	0	$ -	5	$ 1,100.00	6	$ 1,320.00	10	$ 2,200.00	10	$ 2,200.00	4	$ 880.00	35	$ 7,700.00
IDAX (Subconsultant)															
Management	100		$ -	120	$ 12,000.00		$ -		$ -		$ -		$ -	120	$ 12,000.00
Technician/Collector	80		$ -	160	$ 12,800.00		$ -		$ -		$ -		$ -	160	$ 12,800.00
Total		**54**	**$ 12,540.00**	**429**	**$ 54,055.00**	**122**	**$ 23,570.00**	**45**	**$ 9,345.00**	**44**	**$ 9,170.00**	**122**	**$ 25,880.00**	**816**	**$ 134,560.00**

Note: Scope/fee can be modified based on the agreed upon study area. Current Task 2 fee assumes 5 IDAX data collectors needed for 16 hours (including travel time) for both the weekday and weekend count.
Note: Rates/fee are inclusive of project expenses.

Walker proposes to provide the modified scope of service for a lump sum fee of $134,560, and will invoice the City of Redlands monthly based on the percent complete for each task. The above hours breakdown is for illustrative purposes. The current fee schedule reflects an addition of $13,000 to the original project fee of $121,560.

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the preparation of a Downtown Parking Study and the provision of professional consulting services ("Agreement") is made and entered in this 6th day of September 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Walker Consultants, Inc. a Michigan Corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to prepare a Downtown Parking Study and provide professional consulting services for the 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 Brian Desatnik, Development Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 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 one hundred twenty-one thousand five hundred sixty dollars ($121,560). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled ("Fee Schedule") which is attached hereto and incorporated herein by reference.

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

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

CITY:	CONSULTANT:
City Clerk	Steffen Turoff
City of Redlands	Principal In Charge
35 Cajon Street	Walker Consultants, Inc.
P.O. Box 3005 (mailing)	707 Wilshire Blvd.
Redlands, CA 92373	Suite 3650
jdonaldson@cityofredlands.org	Los Angeles, CA 90017
(909) 798-7531	sturoff@walkerconsultants.com

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

A. Workers' Compensation and Employer's Liability insurance in the amount that meets

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

WALKER CONSULTANTS, INC.

By: _____
Steffen Turoff, Principal In Charge

8/29/2022

ATTEST:

_____
Jeanne Donaldson, City Clerk

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EXHIBIT "A"

SCOPE OF SERVICES

Approach and Methodology

The City of Redlands, its businesses, residents, and visitors are at the confluence of converging and complimentary trends, providing an opportunity to rethink how travel and access should be provided to enhance the quality of life in its historic Downtown area. The traditional paradigm of transportation in California that requires a parking space for every person who patronizes and works at a restaurant or other business in the City is evolving. New technologies and changing consumer preferences for the simple convenience and pleasure of bicycling and walking allow the public choices other than relying on driving and parking to reach their destination. At the same time, Walker recognizes that the majority of access will continue to occur via private vehicles, which should be accommodated and managed efficiently to maximize the use and utility of parking assets.

The inefficiency and cost of devoting too much land to parking spaces and inefficient management of that space can be detrimental to the vibrancy of a mixed-use Downtown area, constrains business and limits the City's ability to advance mobility and climate goals. An inefficient parking system increases traffic, deters bicycling and walking, prevents existing businesses from expanding or new business from opening, and limits the number of businesses and destinations to visit in the City.

With the planned addition of 1,000+ residential units to downtown Redlands, the time is now for the City to take a comprehensive look at parking and mobility in its Downtown core to ensure that the system serves the needs of both existing and future businesses, residents, and visitors in an effective and efficient manner. The City is also constructing a new parking garage that will support the downtown Redlands train station as well as intensifying downtown land uses and activity. The garage should promote a "park once" strategy, creating a more active transportation-oriented downtown.

We will approach this effort from all perspectives, real estate, infrastructure, design, policy, management, financial, and most of all the human experience. How can the City get the highest and best use out of its parking facilities while maintaining a high-level of customer service and satisfaction? How can we use parking policies to efficiently managed demand while also providing incentives for non-auto travel? How can the recommendations and policies determined in this study support the goals of both the General Plan and Transit Villages Specific Plan?

Is parking pricing appropriate as a management tool and as an essential method for fostering equity and balance among diverse populations and user groups? What is the right curb allocation and usage of the curb beyond traditional on-street parking? This is just as important, with ride apps, commercial delivery, and micro mobility options continually changing transportation behaviors and how we use this precious, valuable space.

Walker's parking plans and policies, parklet designs and programs, shared use analyses for parking facilities, wayfinding plans, technology plans, curb management plans, financial analysis, and active transportation and mobility plans, have answered these questions for our clients, to maximize their parking and generate infinite imagination of those who seek to be together in more livable spaces.

Our Process

In the era of changing mobility and consumer demands, how can valuable parking assets, curb space, and public space be planned, organized, and optimized to prioritize needs, accommodate demand, and achieve

the City's goals. In keeping with this mandate, we propose to focus on the following core areas of achievement:

- Understand the City of Redland's holistic approach. The City's planning efforts embrace the connections between economic, social, modal, environmental, and cultural impacts. Recommendations developed through this work will be equally comprehensive in their scope and impact.
- Use the City's goals as a north star. The General Plan and Transit Village Specific Plan can provide a path for all efforts related to parking, mobility, and access. Walker will view the City's goals for climate, mode share, access, equity, and economic development as our "north star" for developing recommendations that meet the core vision and values of the City and its constituents.
- Be aspirational and inspirational, but also data-driven in identifying best practices. In identifying best practice solutions from across the country and around the world, Walker will evaluate not only aspiration and innovation, but also the effectiveness in performance of those best practice solutions from a quantitative and qualitative standpoint. The guiding question in this search will always be "to what extent will this solution serve the Redlands community?"
- Focus on clear and unified messaging. We will ensure that this effort is an extension and continuation of the City's comprehensive planning efforts through clear and unified messaging in open and collaborative partnership with City staff and stakeholders.

Scope of Work

Based on Walker's understanding of the City's goals and objectives, and the scope of work provided int he RFP, the following is Walker's detailed scope of work, outlining how the Project Team will work with the City, the community, and other stakeholders to achieve the goals and objectives of the project as outlined in the RFP. Walker will honor the goals of the tasks as set forth in the RFP as well as add value using creative solutions with a pragmatic and implementable focused deliverable.

Task 1 – Project Management

Jeff Weckstein, the Project Manager for this engagement, is known for his technical, data-driven style, aligned with client's needs and goals. Jeff's, and Walker's, goal is always to develop a mutual understanding of outcomes and conclusions and monitor project progress, and a unified, branded messaging to all constituents. Jeff's responsive, creative, and flexible approach enables him to maintain original budgets and schedules even when project goals and scope changes. He will organize and lead regular project management meetings and develop action items for follow up. Jeff will be supported by Walker's effective project management practices created from over 56 years of experience.

Task 1.1 *Kick Off Meeting.* Walker will conduct an in-person kick-off meeting with the Walker and City teams to explore project parameters, objectives, purpose, assumptions, and goals. The kick-off meeting will include determination of the study area, and a discussion of project scope, schedule, and budget. Walker will conduct a site visit after the kick-off meeting.

Task 1.2 *Confirm Scope and Schedule.* Based on the outcomes of the kick-off meeting, and the agreed upon study area, Walker will develop and finalize the project scope and schedule alongside the City's Project Manager.

Task 1.3 *Monthly Project Team Meetings/Project Updates.* Walker will conduct virtual monthly project team meetings with the Walker and City teams to review project progress, milestone, status, data, roadblocks, and preliminary findings.

Task 1.4 *Public Meetings.* Walker anticipates meeting twice with the traffic and parking commission during the Project. This scope of work assumes one virtual and one in-person meeting with the traffic and parking commission. In addition to the presentation meetings included in Task 6, this scope of work assumes one meeting with City Council during the project but before the presentation stage.

Deliverables:

- Meeting minutes and follow up action items
- Monthly invoices

Task 2 – Analysis of Existing Resources and Utilization Rates

We believe that data is the foundation to great outcomes. Our team focuses not only on data analysis, but on clear data visualization to ensure findings are digestible to the community.

Task 2.1 *Review of Existing Materials.* Walker will review the *2017 Initial Downtown Parking Study* and *Draft Transit Village Specific Plan*.

Task 2.2 *Downtown Parking Survey.* Walker will prepare a draft downtown parking and mobility survey, and work with City staff to finalize the survey. Walker will work with the City to identify appropriate means/methods to disseminate the survey, which will include, at a minimum, an intercept survey to occur over two days with one Walker staff persons performing the survey during key time periods to be discussed with the City.

Task 2.3 *Business Community Outreach.* Walker staff will attend two (2) meetings with business community representatives to discuss the goals and objectives of the study and hear specific concerns or interests of the business community related to parking management. This scope of work assumes that the meetings will occur on one day (such as a daytime and evening session) and that the City of Redlands will arrange the meeting locations and attendees.

Task 2.4 *Downtown Parking Standards Review.* Walker will review parking standards and requirements in the Downtown area. Walker will research parking standards and requirements in up to three (3) peer cities, determined jointly with City staff.

Task 2.5 *Data Collection.* Walker proposes to partner with IDAX Data Solutions to conduct the data collection effort. IDAX, overseen by Walker, will lead a multi-day data collection effort in the study area to understand and document existing parking conditions. Specifically, we propose to:

a. Conduct an inventory of public on-street and off-street parking spaces. The inventory will include gathering the number of parking spaces and current parking restrictions on a block-by-block basis. The inventory will also include other curb uses such as bus stops and loading zones and will be provided in GIS format.
b. Conduct parking occupancy counts of public on-street and off-street parking spaces. Walker anticipates the following:

a. Two (2) day of on the ground data collection
    i. Weekday (Tuesday, Wednesday, or Thursday) – every hour hours from 9am to 9pm
    ii. Weekend (Saturday or Sunday) – every hour from 9am to 9pm
    iii. Turnover (length of stay) data will be collected at select parking facilities/in select locations concurrently with the parking occupancy counts.
b. To provide the public and stakeholder more confidence our data collection efforts will include an analysis of off and on-street parking transaction and revenue data (to be provided by the City as available). We will compare this analysis to our on the ground data collection and analyze to find trends in occupancy, turnover, and peak parking times.

c. We can provide additional data collection if the City has additional budget available. We are happy to work with the City on the appropriate data collection process based on the City's preferences and needs.

Task 2.6 *Existing Conditions.* Walker will summarize the findings from Tasks 2.1-2.4 in a report chapter. Data collection will be presented using tables and through "heat maps" showing the locations in which parking demand is concentrated and locations with more availability. Congested parking areas and underutilized parking facilities will be identified through the analysis and graphics. The report will include survey results, a discussion of where parking may be added to the downtown through restriping or reconfiguration of on-street spaces, and recommendations related to the existing parking standards in the City's current land use ordinances.

Deliverable:

- Existing Conditions chapter of parking study report

Task 3 – Confirmation of Vision, Goals, and Policies

Building on learnings from previous tasks, Walker will work with the City to confirm the vision, goals, and policy agenda that has already been put in place in the City's general Plan.

Task 3.1 *Confirm Vision and Goals.* In partnership with City staff and drawing on the General Plan and learnings from the survey and peer cities review, Walker will confirm the vision and goals for the Parking Plan aligned with the General Plan. The vision will clarify the goals of the parking and mobility program and focus on balancing the needs of the downtown area stakeholders.

Task 3.2 *Develop Policies.* Based on the data and policy analysis, we will confirm a set of realistic policies, drawn largely from policies set forth in the General Plan. Policies will be grounded in the reality of staff and technology resources and capabilities, guiding regulations and statutes. Policies will address parking and access issues in downtown Redlands based on the findings in Tasks 2 and the vision and goals established in Task 3.1.

Task 3.3 *Existing City Hall Redevelopment.* Walker's functional designers will prepare preliminary conceptual parking layouts for the existing City Hall site which will be vacated. Concepts will involve demolition of the existing parking structure on the site, but potentially involve retaining the existing subterranean parking and integrating it into the conceptual above-grade design.

Deliverable:

- Vision, goals, and policies chapter of parking study report.

Task 4 – Development of Strategies and Actions (Parking Priorities and Recommendations)

We know parking and transportation is a political process. Our team is comprised of policy experts who have shepherded policy initiatives through local, state, and federal elected bodies, from fundamental change to minor amendments. We will work with the City to frame policy strategies and actions based on goals, data, visualizations, and real-life examples, to convey the story for policy change.

Task 4.1 *Strategies and Actions.* Walker will develop a list of parking, access, and mobility strategies to support the goals identified in Task 3. Walker will also recommend actions to implement the strategies and actions identified.

Deliverable:

- Strategies and actions chapter of parking study report that addresses parking issues in line with the vision, goals, and policies identified in Task 3.

Task 5 – Implementation and Measurement of Success

Task 5.1 *Action Implementation.* For each action identified in Task 4, develop a "business plan" that defines implementation of each strategy and action. The "business plan" is assumed to include each of the following for implementation:

- Whether each action will be short-, medium-, or long-term.
- The responsible City department for implementing each action, as well as departments that will support each action.
- Define how success will be measured, develop Key Performance Indicators (KPIs) for each action and an evaluation strategy to measure success.

Walker anticipates presenting the list of strategies and actions in a visual, easy to digest format, such as a matrix.

Deliverable:

- Business plan/implementation chapter of parking study report.

Task 6 – Deliverables, Draft, and Final Document

Once all deliverables from previous tasks are completed and approved, we will create an illustrative and digestible Downtown Parking Study report.

Task 6.1 *Administrative Review Document.* Based on all previous tasks, Walker will prepare the draft report for City staff review and comment. Walker will receive one (1) set of consolidated comments on the draft report.

Task 6.2 *Update Administrative Review Document.* Based on comments received, Walker will update the report.

Task 6.3 *Power Point Presentation.* Walker will prepare a power point presentation summarizes the key elements of the report to present to the Traffic and Parking Commission and City Council.

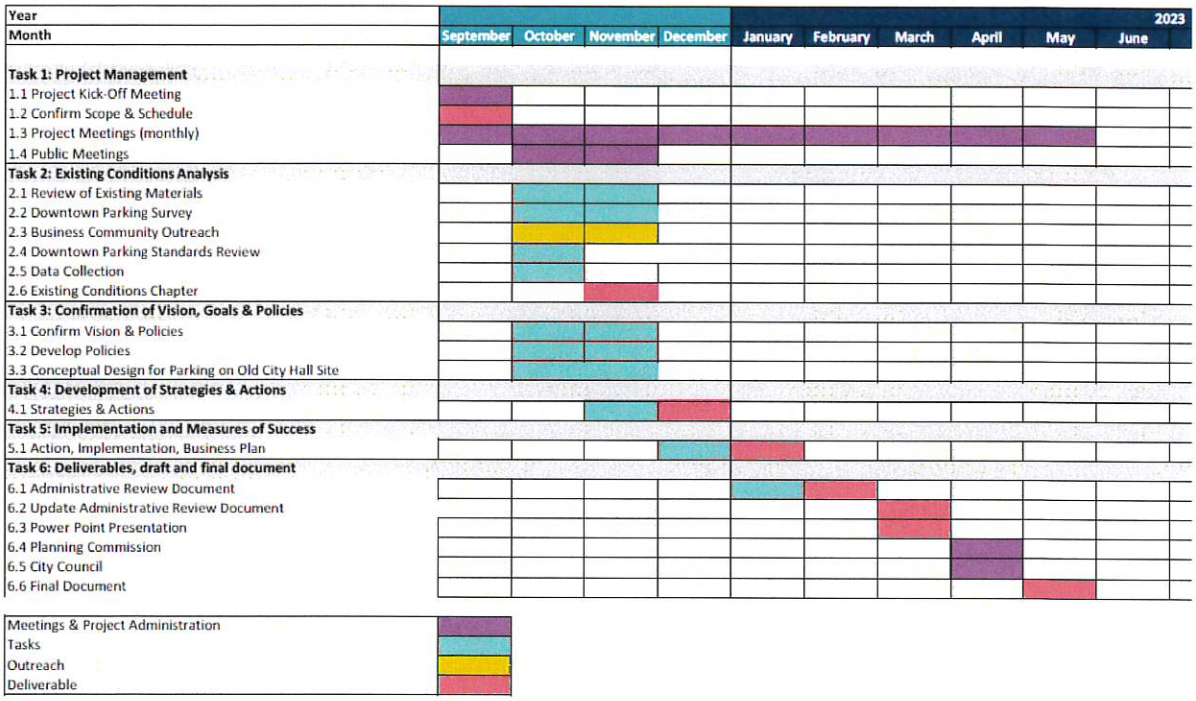
Task 6.4 *Traffic and Parking Commission Review*. Walker will update the report based on comments received from the Traffic and Parking Commission.

Task 6.5 *City Council Review*. Walker will finalize the report based on comments received from City Council. Task 6.6 *Final Document*. Walker will submit a final document to the City.

Deliverables:

- and Final document, presentation

EXHIBIT "B"
PROJECT SCHEDULE



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EXHIBIT "C"

Fee Schedule

Project Team	Hourly Rate	Task 1 Project Management and Administration		Task 2 Analysis of Existing Resources and Utilization Rates		Task 3 Development of Vision, Goals and Policies		Task 4 Development of Strategies and Actions		Task 5 Implementation/Measurement of Success		Task 6 Deliverables, Draft and Final Document		Grand Total	
Walker Consultants (Prime)		**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**
Steffen Turoff - Principal in Charge	250	22	$ 5,500.00	13	$ 3,250.00	6	$ 1,500.00	4	$ 1,000.00	4	$ 1,000.00	12	$ 3,000.00	61	$ 15,250.00
Jeff Weckstein - Project Manager	220	32	$ 7,040.00	44	$ 9,680.00	15	$ 3,300.00	16	$ 3,520.00	16	$ 3,520.00	25	$ 5,500.00	148	$ 32,560.00
Tania Schleck - Parking Planner & GIS	175	0	$ -	52	$ 9,100.00	25	$ 4,375.00	15	$ 2,625.00	14	$ 2,450.00	20	$ 3,500.00	126	$ 22,050.00
Ellen Schwartz - Parking Planner	175	0	$ -	35	$ 6,125.00	15	$ 2,625.00	0	$ -	0	$ -	0	$ -	50	$ 8,750.00
Efrain Gonzalez - Senior Technician	190	0	$ -	0	$ -	55	$ 10,450.00	0	$ -	0	$ -	0	$ -	55	$ 10,450.00
Chrissy Mancini-Nichols - Multi-Modal Planning	220	0	$ -	5	$ 1,100.00	6	$ 1,320.00	10	$ 2,200.00	10	$ 2,200.00	4	$ 880.00	35	$ 7,700.00
IDAX (Subconsultant)															
Management	100		$ -	120	$ 12,000.00		$ -		$ -		$ -		$ -	120	$ 12,000.00
Technician/Collector	80		$ -	160	$ 12,800.00		$ -		$ -		$ -		$ -	160	$ 12,800.00
	Total	**54**	**$ 12,540.00**	**429**	**$ 54,055.00**	**122**	**$ 23,570.00**	**45**	**$ 9,345.00**	**44**	**$ 9,170.00**	**61**	**$ 12,880.00**	**755**	**$ 121,560.00**

Note: Scope/fee can be modified based on the agreed upon study area. Current Task 2 fee assumes 5 IDAX data collectors needed for 16 hours (including travel time) for both the weekday and weekend count.
Note: Rates/fee are inclusive of project expenses.

Walker proposes to provide the scope of service for a lump sum fee of $121,560, and will invoice the City of Redlands monthly based on the percent complete for each task. The above hours breakdown is for illustrative purposes.

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.

VENDOR

By: _____ Date: 8/29/2022
Steffen Turoff, Principal In Charge

City Council/Successor Agency Meeting **J. 12.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Receive and file Pavement Accelerated Repair Implementation Strategy (PARIS) Program Annual Report (Municipal Utilities and Engineering Director Harris)

MOTION:

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

I move that City Council receive and file the Pavement Accelerated Repair Implementation Strategy (PARIS) Program annual report.

RECOMMENDATION:

Staff recommends the City Council receive and file the Pavement Accelerated Repair Implementation Strategy (PARIS) Program annual report.

DISCUSSION:

On March 6, 2012, City Council adopted the comprehensive Pavement Management Program (PMP 2012). The PMP 2012 provided a condition assessment of all City streets, specified street upgrade strategies, and provided timelines and prioritization for street maintenance treatment. At that time, Redlands streets had an average Pavement Condition Index (PCI) score of 53 (on a scale of 0-100, with 0 being a street needing full reconstruction and 100 being a new street). An average PCI of 53 is considered to be poor according to industry standards. As a result, City Council determined the rehabilitation and improvement of the City streets was a top priority. In order to significantly improve the street conditions, staff developed the Pavement Accelerated Repair Implementation Strategy (PARIS) program.

On September 18, 2012, City Council adopted PARIS with Resolution No.7219. The PARIS program identified funding sources and specific paving strategies to address the poor condition of the City streets in the most efficient and cost-effective manner. The report outlined paving strategies to upgrade nearly 2/3 of all City streets (440 lane miles) in five (5) phases.

Ordinance No. 2787, adopted by City Council on December 4, 2012, requires the City staff to prepare a report on rate adjustment revenues and other revenues available for street repairs each year. The report also accounts for uses of the money raised by the project and for line item expenses. The most recent reconciliation is provided as an Attachment and was reported to the Municipal Utilities and Public Works Commission at their regular meeting on August 7, 2023. The fifth and final phase of the PARIS Project was completed in December 2020 and achieved the original goal to rehabilitate 440 lane miles of streets. Although $57.3M was available for the project, PARIS was successfully completed for $52.0M and the remaining funds were carried over into the Pavement Management Program (PMP).

In 2019, 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. On July 2, 2019, City Council approved an agreement with Bucknam Infrastructure Group, Inc. (Bucknam) to evaluate citywide pavement condition and update the PMP database. Bucknam evaluated the condition of all streets, and updated the citywide Pavement Management Program (PMP 2020). The condition of City street surfaces was evaluated, 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 roadway system and will be used as a powerful tool in the decision-making process to best utilize the City’s available financial resources.

The updated PMP includes a project forecasting strategy developed by Bucknam that follows the PARIS maintenance and rehabilitation project budgets and addresses the specific needs of each street. Staff used the PMP to prepare plans and specifications for the PMP 2021 Street Resurfacing Project (PMP 2021 Project), which includes resurfacing approximately fifty (50) lane miles of streets. On September 7, 2021, City Council awarded a construction contract to Matich Corporation to complete the PMP 2021 Project. The project was successfully completed in June 2022 and expended in the amount of $8.25M for fiscal year 21/22. Following completion of the PMP 2021 Project, staff prepared the plans and specifications for the PMP 2022 Street Resurfacing Project (PMP 2022 Project), which includes resurfacing approximately thirty-seven (37) lane miles of streets. On April 18, 2023, City Council awarded a construction contract to Matich Corporation for the amount of $4.9M. Currently, the PMP 2022 Project

is under construction and anticipated to be completed by the end of 2023. As of June 30, 2023, the ending cash balance of the PARIS fund is approximately $3.7M. Upon completion of the PMP 2022 Projects, approximately $3.2M will be expended and remaining funds will be carried over to the next PMP Projects.

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

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

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

PREPARED BY:
Goutam K. Dobey, City Engineer

Attachments

PARIS Reconciliation
PARIS/PMP Map

PARIS Project
Revenue & Expenditures
As of 7/25/2023

PARIS Project Summary

	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23 (Preliminary)
Beginning Cash	$ 2,026,873	$ 6,135,331	$ 6,275,383	$ 9,793,684	$ 9,880,829	$ 3,448,175	$ 10,234,522	$ 8,198,152	$ 9,721,885	$ 6,627,871	$ 2,918,454
Revenues	4,754,695	9,740,264	16,627,340	4,856,857	2,906,641	9,239,827	8,225,190	5,956,727	6,287,043	7,441,910	5,884,108
Expenditures	(646,237)	(9,600,212)	(13,109,039)	(4,769,713)	(9,339,295)	(2,453,480)	(10,261,560)	(4,432,994)	(9,381,057)	(11,151,328)	(3,206,006)
Net Income (Loss)	4,108,458	140,052	3,518,301	87,144	(6,432,654)	6,786,347	(2,036,370)	1,523,733	(3,094,014)	(3,709,417)	2,678,102
Ending Cash	$ 6,135,331	$ 6,275,383	$ 9,793,684	$ 9,880,829	$ 3,448,175	$ 10,234,522	$ 8,198,152	$ 9,721,885	$ 6,627,871	$ 2,918,454	$ 5,596,556

Local Transportation (209/211) Detail

	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23 (Preliminary)
Beginning Cash	$ -	$ 3,095,413	$ 2,236,250	$ 5,827,838	$ 5,114,670	$ 413,309	$ 7,859,468	$ 7,604,471	$ 8,929,882	$ 5,271,333	$ 2,191,597
Revenues:											
Solid Waste Road Impacts Transfer	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150
Less: Solid Waste Bond Payment		(1,308,189)	(1,703,875)	(1,699,975)	(1,699,100)	(1,700,700)	(1,674,052)	(1,676,536)	(1,675,516)	(1,670,993)	(1,672,550)
Less: iBank 14-105 Payment				(195,587)	(212,249)	(164,934)	(203,332)	(201,261)	(203,218)	(203,159)	(203,097)
Less: iBank 17-114 Payment					(124,535)	(175,715)	(214,105)	(216,056)	(213,976)	(213,907)	(213,837)
Solid Waste - Road Impacts Transfer (net)	3,622,150	2,313,961	1,918,275	1,726,589	1,586,266	1,580,801	1,530,660	1,528,297	1,529,440	1,534,091	1,532,666
Water - Road Impacts Transfer	102,412	102,412	102,412	102,412	102,412	102,412	102,412	102,412	102,412	102,412	102,412
Sewer - Road Impacts Transfer	17,088	17,088	17,088	17,088	17,088	17,088	17,088	17,088	17,088	17,088	17,088
Water/Sewer - Reconciliation		6,237,739									
Paris Soft Costs						350,000	350,000		700,000	350,000	350,000
SB1-RMRA							1,641,586	1,368,015	1,265,655	1,428,405	1,594,984
Measure I							3,084,916	1,253,510	1,034,077	2,248,805	588,713
Cost Recovery/Reimbursed Exp.									36,186	58,339	-
Interest Income						(77,919)	179,901	220,115	(10,597)	69,152	(26,677)
Bond/Loan Proceeds			13,429,381	1,785,775		6,019,500	-	-	-	-	-
	3,741,650	8,671,200	15,467,156	3,631,864	1,705,766	7,991,882	6,906,563	4,489,436	4,674,262	5,808,292	4,159,186
Expenditures:											
PARIS JL 41049	(27,021)	(388,198)	(5,411)	(2)	(5)	(175,995)					
PARIS 2013 (1-34) JL 41052	(619,216)	(33,975)	-	-	-	-		-	-	-	-
PARIS 2013 (35-450) JL 41056	-	(8,880,554)	(5,870,505)	-	-	-		-	-	-	-
Geotechnical JL 41057	-	(227,635)	(71,911)			(8,182)					
PARIS (567-960) JL 41060	-	-	(5,927,741)	(4,345,030)	5,979	-		-	-	-	-
PARIS (1029-1490) JL 41063	-	-	-	-	(6,000,000)	-					
Colton Paving JL 41064	-	-	-	-	(413,101)	(1,470)					
PARIS (567-960) JL 41080	-	-	-	-	-	-		-	-	-	-
PARIS (1029-1419) JL 41500	-	-	-	-	-	-					
PARIS (1491-1740) JL 41501	-	-	-	-	-	(12,932)	(6,812,776)				
PARIS (1741-1988) JL 41502	-	-	-	-	-	-	(3,534)				
PARIS (1741-1988) JL 41503	-	-	-	-	-	(422)	-	(2,806,818)			
PARIS 2019 (1741-1988) PL 211001									(7,916,161)		
PARIS 2021 PMP PL 211003										(8,254,069)	
Alley Paving											(500,000)
PARIS 2022 PMP PL 211006											(1,683,697)
IVDA Mountain View Infra Project										(202,818)	
No JL	-	-	-	-	-	(346,723)	(345,250)	(357,206)	(416,651)	(431,141)	(417,856)
PARIS	(646,237)	(9,530,362)	(11,875,569)	(4,345,032)	(6,407,127)	(545,724)	(7,161,560)	(3,164,025)	(8,332,812)	(8,888,028)	(2,601,553)
Net Income (Loss)	3,095,413	(859,163)	3,591,587	(713,168)	(4,701,361)	7,446,159	(254,997)	1,325,411	(3,658,550)	(3,079,736)	1,557,633
Ending Cash	$ 3,095,413	$ 2,236,250	$ 5,827,838	$ 5,114,670	$ 413,309	$ 7,859,468	$ 7,604,471	$ 8,929,882	$ 5,271,333	$ 2,191,597	$ 3,749,230

PARIS/PMP MAP

Legend

- PARIS (Completed in 2020)
- PMP 2021 Project (Completed)
- PMP 2022 Project (Under Construction)
- Redlands

PARIS/PMP	LANE MILES
PARIS 5-PHASE	440
PMP 2021	50
PMP 2022	37
TOTAL	527

This map was produced by the City of Redlands, Geographic Information System.
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The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

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Scale

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Miles

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A CITY THAT WORKS"

July 20, 2023

PMP Map.mxd

City Council/Successor Agency Meeting **J. 13.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a sole source purchase and Software and Support Agreement with LCPtracker, Inc. to furnish labor compliance review software and related services (Municipal Utilities and Engineering Director Harris)

MOTION(S):

I move City Council approve a sole source purchase and Software and Support Agreement with LCPtracker, Inc. to furnish labor compliance review software and related services for an amount not-to-exceed $36,412.

RECOMMENDATION:

Staff recommends City Council approve a sole source purchase and Software and Services Agreement with LCPtracker, Inc. to furnish labor compliance review software and related services for an amount not-to-exceed $36,412.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) uses software and services provided by LCPtracker, Inc. (LCP) to ensure labor compliance for Capital Improvement Projects. The current agreement with LCP expired in August 2023. The LCP software is a web-based system that allows contractors and their subcontractors to submit certified payroll and related labor compliance documentation online to ensure proper prevailing wages and fringe benefits are paid, appropriate deductions are made, apprentices are approved and monitored, and related labor compliance data is submitted. The software is comprehensive, easy to deploy, configurable, user-friendly, and scalable. Utilizing LCP reduces audit risk and improves administrative efficiency. MUED staff is already well trained and utilizes LCP daily. In accordance with the City's purchasing policy, staff recommends City Council approve the sole source purchase and Software and Services Agreement with LCP to furnish labor

compliance review software and related services for $36,412. The term of the agreement is three (3) years.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

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

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year:	FY 23/24
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	211400; 501900; 521900

Discussion:

The total cost for all three years of the term of the agreement is $36,412. The FY 23/24 MUED budget includes funding for the first year of this agreement and future fiscal year budgets will include funding for the second and third years of this agreement.

Attachments

LCPtracker Inc. Agreement
Sole Source Request Form

LCPtracker, Inc.
Master Subscription Software as a Service Agreement

THIS MASTER SUBSCRIPTION SOFTWARE AS A SERVICE AGREEMENT ("**Agreement**") is entered into as of September 5, 2023 (the **"Effective Date"**) between LCPtracker, Inc., a California corporation with a place of business located at 117 East Chapman, Orange, California 92866 ("**LCPtracker**") and the City of Redlands, a municipal corporation and general law city with a place of business located at 35 Cajon Street, Redlands, CA 92373 and its Affiliates (**"Client"**, together with LCPtracker the "**Parties**", and each a "**Party**"). The Parties agree as follows:

1. DEFINITIONS.

a. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. Control, for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

b. "**Aggregated Statistics**" means data and information related to Client's and Users' use of the Services that is used by LCPtracker in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

c. "**Applicable Law**" means all federal, state, local and other laws, rules and regulations, ordinances, interpretive letters and other official releases of or by any governmental authority, decrees, orders and codes as the same are amended from time to time and as are applicable to a Party's performance of its obligations under the Agreement, including any applicable law relating to the privacy or processing, protection, collection, use, or disclosure of personally identifiable information as more particularly described in any such applicable law.

d. "Client Data" means all Client and User electronic information entered into the Services or otherwise provided from Client to LCPtracker pursuant to this Agreement.

e. "Documentation" means this Agreement, the applicable Product Schedule, and (i) for LCPtracker Professional, the online user guide (Administrator Manual or Contractor Manual as appropriate) for the Services, accessible via login at LCPtracker online, and updated from time to time, or (ii) for Workforce Manager, the LCPtracker guides entitled "*How to Access Workforce Manager*", "*Creating a New Administrator Profile*" and "*WFM How to reset your password*", that are supplied to Client on request, are accessible via login at LCPtracker online, and that may be updated from time to time. Updates of the Documentation in Section 1(e)(i) and (ii) are in LCPtracker's sole discretion.

f. "**LCPtracker IP**" means the Services, the Documentation, and any intellectual property provided to Client or any User in connection with the foregoing. For the avoidance of doubt, LCPtracker IP includes Feedback and Aggregated Statistics, as provided herein. Herein, "intellectual property rights" means any registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, or trade secret or intellectual property rights laws in any part of the world.

g. "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

h. "Product Schedule" means the document(s) for placing orders hereunder signed by both Parties and made a part hereof. By entering into a Product Schedule hereunder, a Client Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. To be effective a Product Schedule must be signed by both parties to the Product Schedule.

i. "PII" means (i) information about an identified or identifiable individual or household as more particularly described in any Applicable Law in any way relating to privacy and the protection, collection, use, disclosure or distribution of personally identifiable information, including without limitation to the generality of the foregoing, personally identifiable healthcare information or personally identifiable financial information, or (ii) where no Applicable Law applies, means any information that by itself or when combined with other information (such as, but not limited to, names, addresses, telephone numbers, e-mail addresses, credit card number, demographic information, static IP address and government issued identification number) can be used to identify a specific living natural person or household.

j. "Services" means any LCPtracker software as a service products and related services that are ordered by Client under a Product Schedule and made available by LCPtracker online via the Client login or otherwise. "Services" excludes non-LCPtracker applications or software of any kind.

k. "Service Fees" means the fees payable for the Services that are chosen in the applicable Product Schedule.

l. "Subscription Term" means the applicable term as set forth on the applicable Product Schedule for the Services.

m. "**Third-Party Products**" means any third-party products that Client or a User uses to connect with the Services.

n. "Users" means persons who are authorized by Client to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by Client or by Users. Client must ensure that Users not share their user identification or passwords and further protect them. Users may include but are not limited to Client and its Affiliates' employees, consultants, contractors and agents and use is solely for the benefit of Client/User in connection with the project detailed in the Product Schedule.

2. SERVICES

2.1. Provision of Services. Subject to and conditioned on Client's and its Users' compliance with the terms and conditions of this Agreement, LCPtracker hereby grants Client a non-exclusive, non-transferable (except in compliance with Section 2.3) right to access and use the Services during the applicable Subscription Term solely for use by Client and Users in accordance with the Documentation for their internal business purposes. Client agrees that Client's access to Services hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral/written public comments made by LCPtracker regarding future functionality/features. LCPtracker hereby grants to Client for the applicable Subscription Term a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 2.3) and revocable license to use the relevant Documentation and any other manuals, instructions, or other materials that LCPtracker makes available to Client which describe the features/requirements of the

Services solely for Client's internal business purposes in connection with its permitted use of the Services.

2.2. Limitations. Client will not (and will not permit any third party or User to): (i) modify (except as expressly permitted under the applicable Product Schedule), port, translate, localize or create derivative works based on the Services, (ii) use, copy, sell, rent, lease, market, distribute or sublicense the Services except as otherwise specifically permitted hereunder; (iii) reverse engineer, decompile, or disassemble the Services; (iv) access the Services in order to build or contribute to a competitive product or service, (v) access the Services in any manner that violates any intellectual property right of a third party, (vi) remove, or allow to be removed, any LCPtracker proprietary rights notice from any LCPtracker product, (vii) disclose the results of performance tests run on the Services to any third party without LCPtracker's prior written consent, (viii) make the Services available to anyone other than Users, (ix) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (x) use the Services to store or transmit Malicious Code, (xii) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (xiii) attempt to gain unauthorized access to the Services or their related systems or networks. This Agreement grants no additional express or implied license, right or interest in any copyright, patent, trade secret, trademark, invention or other intellectual property right of LCPtracker that is not expressly granted herein. Client shall; (a) be responsible for the administration of User identifications and passwords and Users' compliance with this Agreement and shall require Users to acknowledge their understanding of and compliance with the restrictions and responsibilities related to the use of the Services, including, without limitation, protecting their User identification and passwords and compliance with all Applicable Laws; (b) use their best efforts to prevent unauthorized access to or use of the Services, and notify LCPtracker promptly of any unauthorized access or use, and (c) use the Services only in accordance with the Documentation and Applicable Laws. If Client becomes aware of any actual or threatened activity prohibited by this Section, Client shall, and shall cause its Users to, immediately: (A) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services); and (B) notify LCPtracker immediately in writing of any such actual or threatened activity.

2.3. Users. Client may permit any number of Users (unless otherwise set forth in the applicable Product Schedule) to use the Services; (i) in accordance with the terms of the applicable Product Schedule and the Documentation, and (ii) through a unique and reasonably secure username and password. If a two-factor authentication login system is provided, it is required to be used. Client is responsible to ensure that its Users comply with all the same obligations regarding use of the Services that it is bound by hereunder. Client is solely responsible for the activity that occurs on all associated User accounts. Users are required to keep their user account, username, and password secure. Client must notify LCPtracker immediately of any breach of security or unauthorized use of any User's account. LCPtracker shall not be responsible for any losses arising out of the loss or theft of user information transmitted from or stored on a computer or device or from unauthorized or fraudulent transactions.

2.4. Use of Services Client is solely responsible for its and its Users' compliance with all

Applicable Law in the use of the Services and LCPtracker shall have no liability for Client's or its Users' input of data or use of the Services. Client agrees that Client (a) will confirm the accuracy of any bulk upload/API/data migration/auto-geo assignment integration into the LCPtracker system, and (b) further understands that bulk uploads/API/data migration/auto-geo assignments are effective only as of the date of the upload(s)/migration(s). It is Client's responsibility to provide updated data to LCPtracker. Client accepts that auto-geo assignments, based upon the coordinates in the KML supplied by Client to LCPtracker, may have auto-correction applied to the file to close a boundary if there are any incomplete polygons. Furthermore, a third-party system is utilized to obtain geographical coordinates that are used to determine if a worker's address falls within the boundaries defined by the client provided KML-file. LCPtracker does not guarantee accuracy of the third-party system. Client agrees to not directly send any PII by email or otherwise (to LCPtracker outside of the LCPtracker SaaS Services product offering) without prior written approval from the LCPtracker Director of Client Services.

2.5 Changes. LCPtracker reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of LCPtracker's services to its customers; (ii) the competitive strength of or market for LCPtracker's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with Applicable Law.

2.6. Data Backup. The Services are programmed to perform routine data backups as set out in LCPtracker's backup policy in effect from time to time (the "**Backup Policy**"). In the event of any loss, destruction, damage, or corruption of Client Data for any reason, LCPtracker will, as its sole obligation and liability and as Client's sole remedy, restore the Client Data from LCPtracker's then most current backup of such Client Data in accordance with the then current Backup Policy. It is the Client and the Users responsibility to maintain their own back-ups of their original data for the required statutory periods.

2.7. Client Control and Responsibility. Client has and will retain sole responsibility for: (a) all Client Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Client or any User in connection with the Services; (c) Client's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Client or through the use of third-party services ("**Client Systems**"); (d) the security and use of Client's and its Users' access credentials; and (e) all access to and use of the Services directly or indirectly by or through the Client Systems or its or its Users' access credentials, with or without Client's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

2.8. Data Privacy. The Parties agree that, between the Parties, Client shall serve as the business or controller and LCPtracker shall serve as the service provider or processor, as those terms are defined under Applicable Law.

LCPtracker, as a service provider on behalf of Client, shall not access, use, process or retain Client Data containing PII except as necessary to perform its obligations under this Agreement and the applicable Product Schedule except in strict accordance with the written instructions of Client, or as otherwise required for LCPtracker to meet its own legal obligations under Applicable Law. Notwithstanding the foregoing, LCPtracker may use, disseminate, and otherwise process deidentified or aggregated Client Data to the full extent allowed under Applicable Law and pursuant to its own discretion. LCPtracker shall use

reasonable endeavors to notify Client in the event that it receives any consumer rights requests under Applicable Law, if the requestor informs LCPtracker of the relevant employing entity who is also the Client, and the Client shall have the sole responsibility in responding to such requests, and also for ensuring the requestor's identity.

3. FEES AND PAYMENT FOR SERVICES

3.1. Service Fees. Except as otherwise specified herein or in the Product Schedule, payment obligations are non-cancelable, and Service Fees paid are non-refundable (except as expressly stated herein or a Product Schedule). Service Fees are based on the start date as set forth in the Product Schedule and shall continue for the Subscription Term. All undisputed amounts payable to LCPtracker under this Agreement shall be paid by Client to LCPtracker in full when due without any setoff, deduction, or withholding for any reason.

3.2. Invoicing and Payment. If required by Client**,** Client may provide LCPtracker with a valid purchase order or alternative document reasonably acceptable to LCPtracker, provided that no terms contained on Client's purchase order or alternative document will serve to modify the terms of this Agreement or the applicable Product Schedule. Unless otherwise stated in the Product Schedule, payment is due by check to the address listed above for LCPtracker net 30 days from the date of the applicable invoice.

3.3. Overdue Payments. If any Service Fees are not received from Client by the applicable due date, then at the sole discretion of LCPtracker may without limiting its other rights and remedies, suspend Client's access to the Services until payment is made in full. LCPtracker will give Client at least thirty (30) business days' prior written notice that Client account is overdue, in accordance with Section 11.1 (Notices), before suspending the Services to Client.

3.4. Payment Disputes. If Client provides written notice to LCPtracker of a dispute about any portion of an invoice prior to the applicable payment due date, LCPtracker shall not exercise its rights under Section 3.3 provided Client is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

3.5. Taxes. Unless otherwise stated, Service Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, **"Taxes"**)**.** Client is responsible for paying all Taxes, if any, associated with Client purchases hereunder, other than those based on LCPtracker's income. If LCPtracker has the legal obligation to pay or collect Taxes for which Client is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Client, unless Client provides LCPtracker with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.6. Auditing Rights and Required Records. Client agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. LCPtracker may, at its own expense, on reasonable prior notice, periodically (during, or after the Term for a period of two (2) years) inspect Client's records with respect to matters covered by this Agreement, provided that if such inspection reveals that Client has underpaid LCPtracker with respect to any amounts due hereunder, Client shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with this Agreement. Client shall pay for the reasonable costs of the

audit if the audit determines that Client's underpayment exceeds 10% of sums due for any quarter.

4. PROPRIETARY RIGHTS

4.1. Reservation of Rights. The Services are not sold to Client or any third party. LCPtracker reserves all rights, title, and interest in and to Services and its underlying software covered by this Agreement, including but not limited to all related intellectual property rights. No rights are granted to Client hereunder (whether by waiver, implication, estoppel, or otherwise) other than as expressly set forth herein or a Product Schedule for the Term.

4.2. Additional Purchases and Affiliate Use. Client or Client Affiliates may, at additional cost, purchase access to other LCPtracker products by entering into new Product Schedules. Unless otherwise stated in the applicable Product Schedule, Client shall be and remain jointly and severally liable for any such Affiliates' obligations under this Agreement.

4.3. Feedback and Aggregated Statistics. Any suggestions, enhancement requests, forms created, recommendations or other feedback relating to the operation/provision of the Services provided by Client, including by Users, or worked on by LCPtracker and Client/Users ("**Feedback**"), during and after the Term is and remains the intellectual property of LCPtracker and LCPtracker has all rights therein to exploit and commercialize any Feedback as LCPtracker chooses without compensation or other consideration to Client or any Users. LCPtracker is not required to use any Feedback. Notwithstanding anything to the contrary in this Agreement, LCPtracker may monitor Client and Users use of the Services and collect and compile Aggregated Statistics. As between LCPtracker, the Client and its Users, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LCPtracker without compensation or other consideration to Client. Client acknowledges that LCPtracker may compile Aggregated Statistics based on Feedback. Client agrees that LCPtracker may (i) make Aggregated Statistics publicly available in compliance with Applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under Applicable Law, provided that such Aggregated Statistics do not identify the Client's or Users' Confidential Information. All Users of Services may be contacted by LCPtracker with information about LCPtracker events, services or products, and they will be given the opportunity to opt-out of any such communications.

4.4. Federal Government End Use Provisions. LCPtracker provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with LCPtracker to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

4.5. Client Data. LCPtracker acknowledges that, as between LCPtracker and Client, Client

owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to LCPtracker a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for LCPtracker to provide the Services to Client, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use Client Data within the Aggregated Statistics and Feedback. LCPtracker is not responsible for any errors due to inaccurate information provided by Client or Users.

5. CONFIDENTIALITY

5.1. Definition of Confidential Information. As used herein, **"Confidential Information"** means all information disclosed by a Party **("Disclosing Party")** to the other Party **("Receiving Party"),** and expressly and clearly marked or stamped as confidential by Disclosing Party such that it can be understood by Receiving Party to be confidential . Without prejudice to the generality of the foregoing Confidential Information shall include business and marketing plans, technology and technical information, product plans, and designs, and business processes disclosed by a Party, but shall exclude this Agreement and its exhibits and attachments. However, Confidential Information shall also not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) determined by Receiving Party to be exempt from disclosure pursuant to Applicable Law, court order or subpoena; or (v) was independently developed by the Receiving Party without access or reference to the Disclosing Party's Confidential Information.

5.2. Protection of Confidential Information. Except as provided otherwise herein, the Receiving Party shall (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), and (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and the applicable Product Schedule.

5.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by Applicable Law, subpoena or court order to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. WARRANTIES AND DISCLAIMERS

6.1. Warranties. LCPtracker warrants that (i) LCPtracker has validly entered into this Agreement, (ii) the Services shall perform materially in accordance with the Documentation, (iii) LCPtracker will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and (iv) LCPtracker will not transmit Malicious Code to Client, provided it is not a breach of this subpart (iv) if Client or a User uploads a file containing Malicious Code into the Services

and later downloads that file containing Malicious Code. For any breach of a warranty in this Section, Client's exclusive remedy shall be as provided in Section 10.1 and Section 10.4. **LCPTRACKER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS**.

6.2. Client Warranties. Client represents and warrants that (i) Client has validly entered into this Agreement, (ii) Client has collected all PII in accordance with all Applicable Law, including in relation to the provision of any notice and for obtaining any consent required under any Applicable Law, contract, or privacy policy in connection with Client's provision of PII into the Services to LCPtracker under this Agreement, (iii) Client has all sufficient and necessary rights to transfer PII into the Services to LCPtracker under this Agreement, (iv) Client has the rights to use the data in the Services in the manner it chooses to utilize the Services; and (iv) Client will follow best practices in relation to data security. Client acknowledges that Client is solely responsible for the content uploaded into the Services and warrants that Client shall comply with all Applicable Law in its use of the Services and shall require all Users to acknowledge and agree to comply with Applicable Law, any applicable User terms of service or privacy policy, and the requirements of this Agreement in the same way as they apply to Client.

6.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, THE SERVICES ARE PROVIDED "AS IS" AND LCPTRACKER DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LCPTRACKER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES WILL, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

7. MUTUAL INDEMNIFICATION

7.1. Indemnification by LCPtracker. LCPtracker shall defend Client against any claim, demand, or proceeding made or brought against Client by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the US intellectual property rights of such third party in respect of the Services (a "**Claim Against Client**"), and shall indemnify Client for any damages, reasonable attorney fees and costs finally awarded against Client as a result of, and for amounts paid by Client under a court-approved settlement of a Claim Against Client; provided that Client (a) promptly provides LCPtracker written notice of the Claim Against Client; (b) allows LCPtracker sole control of the defense and settlement of the Claim Against Client (provided that LCPtracker may not settle any Claim Against Client unless the settlement unconditionally releases Client of all liability); and (c) provides to LCPtracker all reasonable assistance, at LCPtracker's expense. In the event of a Claim Against Client, or if LCPtracker reasonably believe the Services may infringe or misappropriate a third party's intellectual property rights, LCPtracker may, in LCPtracker's

sole discretion and at no cost to Client, (x) modify the Services so that they are no longer infringing, without breaching LCPtracker warranties under Section 6.1 above, (y) obtain a license for Client's continued use of the Services in accordance with this Agreement, or (z) if LCPtracker determines that neither of the foregoing is commercially practicable and if Client is not permitted to continue using the Services, then this Agreement will terminate with respect to such infringing Services, and Client shall be entitled to recover from LCPtracker an amount equal to a pro-rated portion of the applicable prepaid Service Fees paid for the Services for the remaining Subscription Term for the applicable Services. LCPtracker shall have no liability for any infringement claim based on Client Data, or Client's or its Users' use of the Services in a manner not permitted hereunder, where such claim would not arise but for such Client Data or Client's or its Users' unauthorized use of the Client Data or the Services. LCPtracker will not be held responsible for actions outside its reasonable control and retains all its defenses at law and at equity.

7.2. Indemnification by Client. Unless prevented by Applicable Law, Client shall indemnify, hold harmless, and, at LCPtracker's option, defend LCPtracker, it's directors, officers and employees against any claim, demand, suit or proceeding made or brought against LCPtracker by a third party alleging that Client Data, or Client's or its Users' use of the Services in a manner not permitted hereunder, (i) infringes or misappropriates the intellectual property rights of a third party or (ii) violates Applicable Law, including, without limitation, a Client's breach of Section 6.2(iii) (together with Section 7.2(i), a **"Claim Against LCPtracker"**), and shall indemnify LCPtracker for any damages, attorney fees and costs finally awarded against LCPtracker as a result of, or for any amounts paid by LCPtracker under a court-approved settlement of, a Claim Against LCPtracker; provided that LCPtracker (a) promptly gives Client written notice of the Claim Against LCPtracker; (b) gives Client sole control of the defense and settlement of the Claim Against LCPtracker (provided that Client may not settle any Claim Against LCPtracker unless the settlement unconditionally releases LCPtracker of all liability); and (c) provides to Client all reasonable assistance, at Client expense.

7.3. Exclusive Remedy. THIS SECTION 7 STATES THE INDEMNIFYING PARTY'S ENTIRE LIABILITY TO, AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY AGAINST, THE OTHER PARTY FOR ANY TYPE OF INDEMNIFIED CLAIM DESCRIBED IN THIS SECTION.

8. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED FOR IN SECTION 7.1, IN NO EVENT WILL LCPTRACKER BE LIABLE UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT WITH THE CLIENT UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES; (b) LOST REVENUES; (c) LOSS OF GOODWILL OR REPUTATION; (d) LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA; OR (e) COST OF REPLACEMENT SERVICES, IN EACH CASE REGARDLESS OF WHETHER CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE FORESEEABLE. IN NO EVENT WILL LCPTRACKER'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY EXCEED THE LESSER OF $50,000 OR THE AMOUNTS

PAID BY CLIENT FOR THE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT THAT GAVE RISE TO THE LIABILITY. CLIENT ACKNOWLEDGES THAT LCPTRACKER COULD NOT MAKE ITS SERVICES AVAILABLE TO CLIENT ON THE TERMS SET FORTH HEREIN IF LCPTRACKER'S LIABILITY WERE NOT SO LIMITED.

9. TERM. This Agreement commences on the Effective Date hereof and continues until termination of all Product Schedules as provided below, or termination of this Agreement as provided herein, whichever occurs first. Except as otherwise specified in the applicable Product Schedule, all Subscription Terms shall automatically renew for subsequent additional like periods (each a "**Renewal Term**" and collectively, the "**Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days before the end of the then current applicable Subscription Term.

10. TERMINATION

10.1 Termination for Cause. (a) Either Party may terminate a Product Schedule for cause: (i) upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if there is a Service Suspension which is not in the opinion of LCPtracker commercially reasonably or practically capable of being cured. (b) LCPtracker may terminate (effective upon notice to the Client) for a breach of Section 2.

10.2. Termination for Discontinuance. LCPtracker may, with no liability to the Client (except a pro rata refund of applicable Service Fees) or the Users, also terminate this Agreement and/or any applicable Product Schedule(s) to the extent LCPtracker discontinues any Services upon one hundred and eighty (180) days prior written notice to Client.

10.3. Effect of Termination. Upon termination of a Product Schedule or this Agreement for any reason, Client's (and any Users') right to continue using the Services under the applicable Product Schedule(s) shall immediately cease and Client shall destroy or return (as directed by LCPtracker) all Confidential Information related to such Product Schedule. A termination of a Product Schedule hereunder does not affect any other remaining Product Schedule(s) hereunder which shall remain subject to the terms of this Agreement unless such Product Schedule(s) are terminated in accordance with the terms hereof or unless the Agreement is terminated. Upon request from Client in writing upon termination of this Agreement, LCPtracker shall promptly delete all Client Data in the Services (in accordance with LCPtracker normal back-up procedures, but any Client Data not deleted due to a back-up procedure will not be kept for longer than six (6) months in the event of a request for deletion, and during that time LCPtracker's obligations under this Agreement for confidentiality will continue to apply). Client acknowledges that if the Client Data is requested to be returned, Client will incur the applicable fees for the requested extract format as set forth on LCPtracker's then current price list. Notwithstanding the foregoing, Client may elect to download the Client Data within thirty (30) days of such termination at no charge. If a portable drive is requested at a charge from LCPtracker, Client accepts the risk of damage or loss of this drive during transit. All Sections intended by their nature to survive termination, including, without

limitation, Sections 5, 6, 7, 8, and 10 shall survive any termination or expiration of this Agreement.

10.4. Refund or Payment upon Termination. Upon any termination under Section 10.1 where LCPtracker is at fault, LCPtracker shall refund Client any prepaid Service Fees covering the prorated remainder of the applicable yearly period of the Subscription Term within thirty (30) days after the relevant effective date of termination. Unless provided otherwise herein, upon any other termination, Client shall remain obligated for any unpaid Service Fees covering the remainder of the Subscription Term.

10.5. Service Suspension. Notwithstanding anything to the contrary in this Agreement, LCPtracker may temporarily suspend Client's and any User's access to any portion or all of the Services if: (i) LCPtracker reasonably determines that (a) there is a threat or attack on any of the LCPtracker IP; (b) Client's or any User's use of the LCPtracker IP disrupts or poses a security risk to the LCPtracker IP or to any other customer or vendor of LCPtracker; (c) any User is using the LCPtracker IP for fraudulent or illegal activities; (d) subject to Applicable Law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (e) LCPtracker's provision of the Services to Client or any User is (x) prohibited by Applicable Law, or (y) deemed by LCPtracker to be commercially unfeasible due to Applicable Law; (ii) any vendor of LCPtracker has suspended or terminated LCPtracker's access to or use of any third-party services or products required to enable Client to access the Services; or (iii) in accordance with Section 3.3 (any such suspension described in subclause (i), (ii), or (iii) of this Section 10.5, a "**Service Suspension**"). LCPtracker will have no liability for any liabilities or any other consequences that Client or any User may incur as a result of a Service Suspension.

11. GENERAL PROVISIONS

11.1. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this Agreement or the permissions granted hereunder will be instituted exclusively in the federal courts in the County of Riverside or the courts of the State of California, San Bernardino County. The Parties agree that the United Nations Convention on Contracts for the International Sales of Goods is expressly excluded from this Agreement.

11.2. Notices. Any notice required or permitted to be delivered pursuant to this Agreement, and any permission and approval required hereunder shall, unless otherwise provided herein, be in writing and shall be deemed to have been given: (i) upon delivery, if delivered in person, (ii) upon electronic confirmation of delivery if sent by electronic mail, or (iii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid, in each case addressed to the addressee set out in the first paragraph of this Agreement or to such other address as may be specified by either Party hereto upon notice given to the other Party in accordance with this Section. Certain LCPtracker updates regarding the Services are provided to Client at www.lcptracker.com/status.

11.3. Severability. If a provision of the Agreement or portion thereof is found to be invalid, illegal, or unenforceable under Applicable Law, it shall not invalidate or render unenforceable the remainder of such provision or the remaining provisions of the Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner.

11.4. Export Compliance. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Client shall not access or use Services in violation of any U.S. export law or regulation.

11.5. Anti-Corruption. Client acknowledges that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any LCPtracker employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate this restriction. If Client learns of any violation of this restriction, Client will promptly notify LCPtracker in writing.

11.6. Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. LCPtracker will reach out from time to time with opportunities to Client in relation to other LCPtracker product opportunities and Client consents to this. No employee, director, or officer of LCPtracker shall be held personally liable under this Agreement. There are no third-party beneficiaries to this Agreement.

11.7. Waiver. No failure or delay by either Party in exercising any right or partial right, remedy, power or privilege under this Agreement shall constitute a waiver of that right, remedy, power or privilege.

11.8. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Product Schedules), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party, provided that the assignee agrees in writing to be bound by the terms of this Agreement and has sufficient funds to discharge the assignor's liabilities hereunder and assignor and assignee enter into an Assignment and Assumption Agreement with Client. Failure to enter into an Assignment and Assumption Agreement terminates the Agreement. A Party's sole remedy for any purported assignment by the other Party in breach of this paragraph shall be, at the non-assigning Party's election, termination of this Agreement upon written notice to the assigning Party and payment of all sums owing under the terms of this Agreement.

11.9. Entire Agreement. This Agreement, including all exhibits and all Product Schedules, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted, and in order to effectively amend the terms of this Agreement, any amendment must specifically call out the Section of this Agreement to be amended.

11.10. Counterparts. This Agreement and any Product Schedule hereunder may be executed in one or more counterparts; each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11.11. Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to pay Service Fees hereunder by Client), if and to the extent such failure or delay is caused by an event of Force Majeure ("**Force Majeure**" hereunder means any acts of God, government, war, terrorism, riot, fire, floods, earthquakes, explosions, strikes, lockouts, cessation of labor, trade disputes, breakdowns, accidents of any kind which are beyond the reasonable control of a Party, or passage of law or any action taken by a governmental or public authority, which makes it commercially unreasonable to continue to have this Agreement in force).

11.12. Equitable Relief. Client acknowledges and agrees that a breach or threatened breach by Client of any of its obligations under Section 2.2, would cause LCPtracker irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, LCPtracker will be entitled to seek equitable relief from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Agreement effective as of the Effective Date defined above.

LCPtracker, Inc.	**City of Redlands**
By: _____	By: _____
Kris Vincil, Director of Sales	Eddie Tejeda, Mayor
Date: _____	Date: _____

Attest:

By: _____

Jeanne Donaldson, City Clerk

BULK PROJECT PRICING PRODUCT SCHEDULE, dated as of January 1, 2023 ("Product Schedule"), to the Master Subscription Software as a Service Agreement, dated as of September 5, 2023 (the "Agreement") between LCPtracker and Client

Terms not defined herein shall have the meaning ascribed to them in the Agreement. The address for invoicing the Client is by email at kvincil@lcptracker.com attn Kris Vincil, Director of Sales (Client to inform LCPtracker in writing thirty days in advance if this changes). Both parties hereto that LCPtracker is providing access to the following Services subject to the terms and conditions of the Agreement and this Product Schedule as follows:

A. SERVICES

Subscription Term is three years and begins on the date of this Product Schedule.

LCPtracker Pro – Bulk Project Pricing	Frequency	Service Fee (2023 Pricing)
Capacity: Up to $25 Million Fixed Annual Multiple Projects Fee Option This is a flat rate annual priced package for a three-year commitment for LCPtracker Services. **TOTAL FOR 3 YEARS**	1st Term: 9/5/23- 9/4/24 2nd Term: 9/5/24-9/4/25 3rd Term: 9/5/25-9/4/26	$11,550.00 $12,128.00 $12,734.00 **$36,412.00**
Hourly Wage and Data Loading (For any wages not under CA DIR) – Federal Davis Bacon	Hourly	$125.00
***Sales tax will be added per your state law at final invoicing.**		

B. BULK PROJECT PRICING TABLE

Bulk Project Service Fee 2023 Standard Pricing for Administrator access to the Services (upon reaching the applicable tier) any year of the Subscription Term			
Construction Capacity in the relevant yearly period of the Subscription Term	**LCPtracker Professional Annual Access Service Fees**	**Daily Reporter Add-on Module Annual Access Service Fees**	**Onsite Add-on Module Annual Access Service Fees**
Up to $5 million in construction costs	$4,000	$2,100	$1,800
Up to $10 million	$7,750	$3,900	$2,100
Up to $25 million	$11,550	$5,800	$2,300
Up to $50 million	$20,250	$10,200	$3,050
Up to $100 million	$26,550	$13,450	$3,450
Up to $200 million	$34,150	$17,350	$3,900
Up to $300 million	$43,350	$21,750	$4,600

Up to $400 million	$51,450	$25,400	$5,350
Up to $500 million	$60,050	$30,050	$6,100
Up to $750 million	$67,600	$33,500	$6,600
Up to $1 billion	$75,100	$37,500	$7,250
Up to $2 billion	$86,650	$43,450	$8,400
Up to $4 billion	$123,600	$61,950	$11,950
Up to $6 billion	$159,400	$79,700	$15,550
Up to $8 billion	$193,500	$96,700	$17,950
Up to $10 billion	$226,400	$113,200	$21,400

For Bulk Project Pricing of $2 billion and above, Client can choose to increase Client's level of Construction Capacity in $500 million increments. The fee for this is $9,200 per $500 million in additional Construction Capacity. The associated Daily Reporter module fee is $4,700, and the Onsite module fee is $830 per each additional $500 million.

"Construction Capacity**" means the value of construction calculated by adding the correct total (not just labor costs) updated construction bid award value of all active ("*Open/Active*") projects in the Client's account (which sum also includes all accounts in their Affiliate's' accounts) in the Licensed Software Services. The value of projects marked as "*Open/Active*" within the database is determined by the accurate total of project Budget amounts including change orders. This calculation is done monthly by LCPtracker. If a project is closed and no longer marked "*Active*", the project will no longer be counted in that month's open active projects

C. Construction Capacity

(a) The original winning bid amount for Client's construction project must be provided by Client to LCPtracker so it may be entered accurately in the relevant project "*Budget*" field in the LCPtracker Professional services platform. The winning bid amount must be updated by Client if change orders exceed 25% of the original total project winning bid amount for the relevant project (through written requests to LCPtracker Support Department – support@LCPtracker.com).
(b) Failure by Client or their Affiliates to accurately update LCPtracker Support Department of changes to the "*Budget*" field will be a material breach under the Agreement and will not remove the Client's obligation to pay the amounts due for the Services based on an accurate "*Budget*" field. If a project is completed and closed (responsibility of Client to perform to avoid being billed for it), the project will no longer be counted in that month's open active projects for billing.
(c) Periodically LCPtracker performs audits of project "*Budget*" fields to ensure accuracy and may reach out to Client to confirm the project "*Budget*" amounts accuracy. Failure by Client to timely respond to a request for information in relation to any such audit will allow LCPtracker to adjudicate that labor wages will account for 25% of the supplied project "*Budget*" amount and amend the relevant "*Budget*" amount accordingly in the Services for billing purposes. Client will be free to dispute this value with LCPtracker by providing accurate information in relation to Construction Capacity at any time.

D. Payment Terms

(a) Service Fees are due under this Product Schedule are due on the date hereof or on the yearly anniversary hereof unless provided otherwise.
(b) Service Fees for access to the Services detailed above will change only after the commencement of the second year of the Agreement if one of the following events occurs: (i) If

the sum of all "*Budget*" amounts for projects entered in LCPtracker during the then current year of the Subscription Term exceed the Construction Capacity level purchased (Client will be invoiced for an amount equal to the difference between the Construction Capacity level provided for that year of the Subscription Term and the cost level for which the current correct Construction Capacity applies, prorated for the number of months remaining in the then current year of the Subscription Term. This invoice shall be due and payable upon receipt. The new rate will then be applicable to the immediately following year of the Subscription Term), (ii) The Construction Capacity increases beyond the previously purchased level on the annual anniversary of this Product Schedule, or (iii) A notice is given to Client pursuant to Section D(d) below.

(c) Fees for optional additional professional services to be included into the Services shall be invoiced and due upon delivery of the applicable service at the then current pricing of LCPtracker, unless any such service exceeds thirty (30) days, then invoices will be rendered at the end of each month and payable upon receipt thereof by Client by email.

(d) The prices and terms of this Product Schedule are subject to change at the sole discretion of LCPtracker. A thirty (30) day notice will be provided to Client of such changes by an email to the Client contact and will only become effective to Client on said renewal date.

(e) If Client has no active projects at the time of a yearly renewal and Client wishes to keep its account open (in such case the then current LCPtracker active database fee shall apply).

(f) Sales tax will be added per your state law at final invoicing.

E. ADDITIONAL TERMS: (if any)

REDLANDS "A City That Works"

Sole Source/ Single Source/ Standardization Form

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

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

Date: 5/11/23

TO: Purchasing Division

FROM: MUED

Purchase Requisition # _____

Estimated Total Cost: $ $36,412.00

Proposed Vendor: LCTtracker, Inc.

Request Term: FY 23/24

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:

MUED is utilizing LCPtracker for last six (6) years, and planning to continue to utilize it. This web-based system allows prime contractors and their subcontractors to submit certified payroll and related labor compliance documentation online to ensure that proper prevailing wages and fringe benefits are paid.

3. Was an evaluation of other equipment, products, or services performed?
☐ Yes ☒ No
If yes, please explain the type of evaluation performed and provide all supporting documentation:

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

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

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

Goutam Dobey Digitally signed by Goutam Dobey DN: C=US, E=gdobey@cityofredlands.org, O=City of Redlands, OU=MUED, CN=Goutam Dobey Date: 2023.05.11 10:33:59-07'00' 5/11/23
Prepared by Date

5/15/23
Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City Council/Successor Agency Meeting **J. 14.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8509 for the 2023 Sewer System Management Plan, and determine that this action is exempt from environmental review in accordance with Sections 15061(b)(3), 21000, 15301 and 15302 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 adoption of Resolution No. 8509 for the 2023 Sewer System Management Plan is exempt from environmental review in accordance with Sections 15061(b)(3), 21000, 15301 and 15302 of the State guidelines implementing the California Environmental Quality Act; and

2. I move that City Council adopt Resolution No. 8509.

RECOMMENDATION:

Staff recommends that City Council determine that adoption of Resolution No. 8509 is exempt from environmental review in accordance with Sections 15061(b)(3), 21000, 15301 and 15302 of the State's guidelines implementing the California Environmental Quality Act, and adopt Resolution No. 8509.

DISCUSSION:

Since 2002, the Santa Ana Regional Water Quality Control Board (Water Board) has prohibited the discharge of untreated sewage into any surface water or storm drainage system. Specific requirements originally included in Order No. R8-2002-0014 mandated that agencies responsible for the collection and treatment of wastewater prepare, implement, and update at appropriate intervals a Sewer System Management Plan (SSMP) to comply with the Order. The Order has been revised several times since 2002 by way of order No. 2006-003-DWQ and amending order Nos. 2008-002-EXEC, 2013-0058-EXEC, and replaced by Order No. 2022-0103-DWQ. The SSMP is an operations and maintenance document that provides guidance for City Wastewater Operators that includes public health protection provisions, emergency response protocols, and other system management practices. The 2023 SSMP updates previous versions to include details of the 2021 Citywide Wastewater Master Plan, improves spill prevention and response processes, and meets Water Board requirements. The SSMP must be adopted by a resolution of the City Council at a public meeting.

Adoption of the Resolution relating to the 2023 SSMP is exempt from environmental review in accordance with California Environmental Quality Act Section 15061(B)(3) since it is reasonably certain that this action will have no significant negative environmental effects. Additionally, approval of the SSMP is exempt from CEQA pursuant to Section 21000 because it is an action taken by a regulatory agency to assure the protection of the environment and the regulatory process involves procedures for protection of the environment. Also, this action is exempt from CEQA pursuant to Section 15301 to the extent that it applies to existing sanitary sewer collection systems that constitute “existing facilities” as that term is used in Section 15301, and Section 15302, to the extent that it results in the repair or replacement of existing systems involving negligible or no expansion of capacity.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Goutam K. Dobey, City Engineer
Fernando Mata, Wastewater Utility Manager

PREPARED BY:
Shannon Simmers, Regulatory Compliance Officer

Fiscal Impact

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

Attachments

Resolution No. 8509
Redlands SSMP
State Order (Reference only)

RESOLUTION NO. 8509

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING THE CITY OF REDLANDS 2023 SEWER SYSTEM MANAGEMENT PLAN (SSMP), AS REQUIRED BY THE STATE WATER RESOURCES CONTROL BOARD

WHEREAS, on May 2, 2006, the State Water Resources Control Board (SWRCB) adopted Water Quality Order No. 2006-0003-DWQ, which established the Statewide General Waste Discharge Requirements (WDRs) for publicly owned or operated sanitary sewer systems within the State of California. Water Quality Order No. 2006-0003 was later amended by Order Nos. 2008-0002-EXEC, 2013-0058-EXEC, and replaced by Order No. 2022-0103-DWQ; and

WHEREAS, the WDR requires that all federal and state agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State of California; 1) report Sanitary Sewer Overflows to the SWRCB; and 2) develop and implement a Sewer System Management Plan (SSMP) which under the current Order is referred to as the Sewer Spill Overflow Emergency Response Plan; and

WHEREAS, the SSMP is a written document that details how an entity's sewer system is operated, maintained, repaired, and funded. The WDR requires the SSMP to be updated every five (5) years and to be re-certified by the City Council when significant updates to the SSMP are made.

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

Section 1. This City Council determines that approval of the Resolution to adopt the City of Redlands 2023 Sewer System Management Plan is exempt from environmental review in accordance with California Environmental Quality Act (CEQA) pursuant to Section 15061(B)(3) since it is reasonably certain that this action will have no significant negative environmental effects.

Section 2. This City Council further determines that approval of the SSMP is exempt from CEQA pursuant to Section 21000 because it is an action taken by a regulatory agency to assure the protection of the environment and the regulatory process involves procedures for protection of the environment. In addition, this action is exempt from CEQA pursuant to Section 15301 to the extent that it applies to existing sanitary sewer collection systems that constitute “existing facilities” as that term is used in Section 15301, and Section 15302, to the extent that it results in the repair or replacement of existing systems involving negligible or no expansion of capacity.

Section 3. This City Council hereby approves and adopts the 2023 SSMP and certifies that it complies with the Statewide General Waste Discharge Requirements (WDRs) for Sanitary Sewer Systems (Water Quality Order No. 2022-0103-DWQ).

ADOPTED, SIGNED AND APPROVED this 5th day of September 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 September 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

CITY OF REDLANDS

SEWER SYSTEM

MANAGEMENT PLAN

Adopted: September 5, 2023

Resolution No: ____

WDID # 8SSO10558

LAST UPDATE PREPARED BY:

Shannon Simmers
Regulatory Compliance Officer
April 10, 2023

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PART A: EXECUTIVE SUMMARY

To provide a consistent, statewide regulatory approach to address Sanitary Sewer Overflows (SSOs), the State Water Board adopted Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, Water Quality Order No. 2006-0003 (Order) on May 2, 2006. The Order requires public agencies that own or operate sanitary sewer systems to develop and implement Sewer System Management Plans (SSMP) and report all Sanitary Sewer Overflows (SSOs) to the State Water Board's online SSO database.

The Order declares the following:

1. All federal and state agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a Publicly Owned Treatment Works (POTW) in the State of California are required to comply with the terms of (this) Order.

2. SSOs are overflows from sanitary sewer systems of domestic wastewater, as well as industrial and commercial wastewater, depending on the pattern of land uses in the area served by the sanitary sewer system. SSOs often contain high levels of suspended solids, pathogenic organisms, toxic pollutants, nutrients, oxygen-demanding organic compounds, oil and grease and other pollutants. SSOs may cause a public nuisance, particularly when raw untreated wastewater is discharged to areas with high public exposure, such as streets or surface waters used for drinking, fishing, or body contact recreation. SSOs may pollute surface or ground waters, threaten public health, adversely affect aquatic life, and impair the recreational use and aesthetic enjoyment of surface waters.

3. Sanitary sewer systems experience periodic failures resulting in discharges that may affect waters of the state. There are many factors (including factors related to geology, design, construction methods and materials, age of the system, population growth, and system operation and maintenance), which affect the likelihood of an SSO. A proactive approach that requires Enrollees to ensure a system-wide operation, maintenance, and management plan is in place will reduce the number and frequency of SSOs within the state. This approach will in turn decrease the risk to human health and the environment caused by SSOs.

4. Major causes of SSOs include grease blockages, root blockages, sewer line flood damage, manhole structure failures, vandalism, pump station mechanical failures, power outages, excessive storm or ground water inflow/infiltration, debris blockages, sanitary sewer system age and construction material failures, lack of proper operation and maintenance, insufficient capacity and contractor caused damages. Many SSOs are preventable with adequate and appropriate facilities, source control measures and operation and maintenance of the sanitary sewer system.

The City of Redlands (City) is enrolled in the Order under Waste Discharge Identification Number (WDID) 8SSO10558 and is located in San Bernardino County with neighboring cities that include Loma Linda, San Bernardino, Highland, Mentone, Yucaipa, and unincorporated areas of San

Bernardino County. According to the 2020 United States Census Bureau data from April 1, 2020, the estimated population of the City is 73,168. The City's service area is approximately 36 square miles (see Figure 1 below).

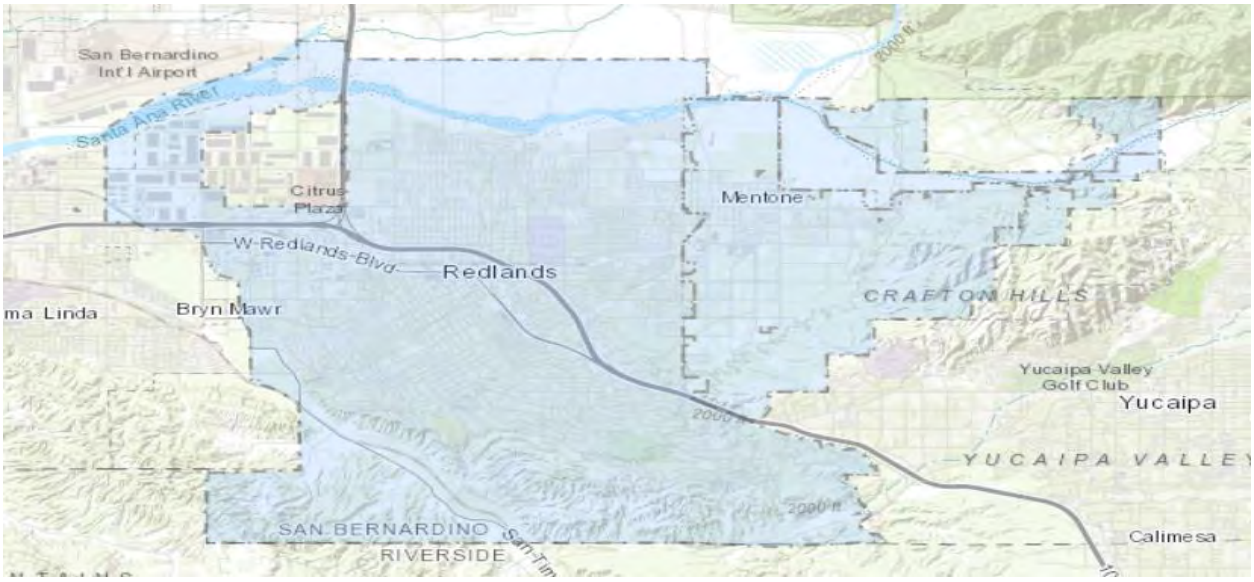


Figure 1-City of Redlands Map of Service Area

The City owns and operates a POTW which includes a wastewater collection system that consists of approximately 245 miles of gravity pipelines, ranging from 6 inches to 48 inches in diameter. Dischargers into the wastewater collection system include residential, commercial, and industrial sources thorough approximately 20,000 private lateral connections. The property owner is responsible for the private lateral from the City's main line to the building.

To overcome hydraulic challenges, a portion of the wastewater collection system is diverted to a lift station that receives an average flow of 3.0 Million Gallons per Day (MGD) and has a maximum capacity of 7.8 MGD. The sewage flow from the lift station is pumped through a pressure force main that is 14 inches in diameter and approximately 3.5 miles in length and a redundant section that is 12 inches in diameter and runs the entire length. The lift station is designed with an overflow bypass pipe network to divert flow in the event of a power outage or pump failure. There are three siphons located throughout the City which are monitored and cleaned on a regular basis. Tables 1-4 below further describe the wastewater collection system inventory.

Discharges into the wastewater collection system are conveyed to the City's Wastewater Treatment Plant (WWTP) which has been upgraded and expanded several times to its current design capacity of 9.5 MGD with an average daily influent flow of 6 MGD. The waste treatment process includes conventional treatment through an activated sludge process and tertiary treatment through a bio-membrane reactor process. The conventional treated waste is discharged to percolation ponds for percolation into the ground water. The tertiary treated waste is properly chlorinated and distributed through the City's recycled water distribution system for landscape irrigation and other approved uses. The City is permitted to discharge treated wastewater under Santa Ana Regional Water Quality Control Board Waste Discharge Requirement Order No. R8-2006-0008, amending Order No. 98-54.

Approx. Length by Pipe Material (ft.)											
Diameter	**ACP**	**CI**	**CON**	**DI**	**ELACSP**	**PVC**	**RCP**	**TRUSS**	**UNK**	**VCP**	**Total**
3										200	200
4									533	1,910	2,443
6						379				31,828	32,207
8	1,096	809		4,225		202,028		1,853	5,796	785,984	1,001,791
10			1,149	663		350				32,546	34,708
12		1,627				13,815		1,318		56,755	73,515
14				30		9,240			3	626	9,899
15						11,797			10	45,310	57,117
18				219	671	1,011				43,135	45,036
20					663					2,180	2,843
21										14,117	14,117
24				358						16,588	16,946
27					2,338					2,138	4,476
30				1,471	1,324					9,330	12,125
36										130	130
48							1,432				1,432
Total	1,096	2,436	1,149	6,966	4,996	238,620	1,432	3,171	6,342	1,042,777	1,308,985

ACP= Asbestos Cement Pipe CI= Cast Iron CON= Concrete DI= Ductile Iron ELACSP= Elastomeric Coated Steel Pipe
PVC= Polyvinylchloride RCP= Reinforced Concrete Pipe VCP= Vitrified Clay Pipe TRUSS = Truss Pipe UNK = Unknown

Table 1: Inventory of Sewer Line by Size and Material of Construction

Pipeline Type	Install Year	# of Segments	Approx. Length (miles)
Gravity	Unknown	11	1
	1902-1949	229	13.4
	1950-1959	639	31
	1960-1969	862	38
	1970-1979	1160	52.4
	1980-1989	1105	47
	1990-1999	538	22.5
	2000-2009	741	31.3
	2010-2021	171	7.5
Force Mains	1989-1990	2	3.5

Table 2: Inventory of Sewer Lines by Pipe Age

Siphon Name	Location	Size	Material	Age
Nevada	MH 5-4; MP I37	21”	VCP	1986
Kansas	MH 9-8; MP J36	24”	VCP	1960
Domestic	MH 12; MP N35/ MH 14 MP N36	18”	VCP	1987

MH- Manhole MP- Map Page VCP= Vitrified Clay Pipe

Table 3: Inventory of Siphons

Pump Station Name	Location	Pumps	Manufacture	Design Flow
Mountain View Lift Station	Mountain View & San Bernardino	2	Fairbank-Morse	3.5 MGD

Table 4: Inventory of Pump Stations

Under the Order the City is required to manage its wastewater collection system effectively and achieve the following objectives:

- Comply with all conditions of the Order.
- Take all feasible steps to eliminate SSOs and in the event of an SSO, mitigate the impact.
- In the event of an SSO, take all feasible steps to prevent untreated or partially treated discharge from entering any flood control channel or waters of the United States by protecting the storm drain system from an SSO and recover as much discharge as possible.
- Report all SSOs in accordance with the Order.
- Control, limit, terminate, recover, and dispose of any discharge associated with an SSO appropriately.
- Implement all remedial actions necessary that include intercepting/rerouting an SSO around a line failure; vacuum truck recovery of an SSO and wash down water; clean-up of debris; system modifications to prevent a reoccurrence; adequate sampling when appropriate to determine the nature of the impact and adequate public notification when appropriate to protect the public from exposure.
- Manage, maintain, and operate all aspects of the wastewater collection system and provide proper training to system operators, contractors, and other agents.
- Ensure that adequate resources are allocated to the operation, maintenance, and repair of the wastewater collection system. This includes proper rate structure, accounting mechanisms, and suiting procedures.
- Ensure that the wastewater collection system has the design capacity to reasonably prevent SSOs which include design storm events.
- Prepare and implement a written SSMP and make it available to the public and regulators and have the SSMP approved by the governing board at a public meeting.
- Ensure that all engineering and geological evaluations and judgments are prepared by, or under, appropriately qualified professionals. In accordance with the California Business and Professional Code sections 6735, 7835 and 7835.1.
- Certify the SSMP to be in compliance with the Order and acquire governing board approval at a public meeting.
- Perform wastewater collection system certifications, audits, and updates in accordance with the Order at the required frequency with the required certifications and approvals.

In addition, the SSMP must contains the following eleven elements:

1. Goals
2. Organization
3. Legal Authority
4. Operation and Maintenance Program
5. Design and Performance Provisions
6. Sewer Spill Emergency Response Plan
7. FOG Control Plan
8. System Evaluation and Capacity Assurance Plan
9. Monitoring, Measurement and Program Modifications
10. SSMP Program Audits
11. Communication Program

PART B: ACRONYMS

Acronym	Meaning
ACP	Asbestos Cement Pipe
APP	Application
BMP	Best Management Practice
CAL-OES	State of California Office of Emergency Services
CCTV	Closed Circuit Television
CI	Cast Iron
CIP	Capital Improvement Projects
CIWQS	California Integrated Water Quality System
CODE	Redlands Municipal Code
CON	Concrete Pipe
DI	Ductile Iron
ELACSP	Elastomeric Coated Steel Pipe
EPA	Environmental Protection Agency
FOG	Fats, Oil, and Grease
FSE	Food Service Establishment
FTE	Fulltime Equivalent
GIS	Geographical Information System
GRD	Grease Removal Device
LACP	Lateral Assessment Certification Program
LRO	Legally Responsible Official
MGD	Million Gallons a Day
MH	Maintenance Hole or Manhole
MACP	Manhole Assessment Certification Program
MP	Map Page
MUED	Municipal Utilities and Engineering Department – City of Redlands
NASSCO	National Associations of Sewer Service Companies
O&M	Operations and Maintenance
Order	Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, Water Quality Order No. 2006-0003 & 2013-0058-exec
PACP	Pipeline Assessment Certification Program
POTW	Publicly Owned Treatment Works
PVC	Polyvinyl Chloride Pipe
RCO	Regulatory Compliance Officer
RCP	Reinforced Concrete Pipe
RMC	Redlands Municipal Code
RWQCB	Regional Water Quality Control Board
SERP	Sewer Spill Emergency Response Plan (Also referred to as Overflow Emergency Response Plan (OERP))
SSMP	Sanitary Sewer Management Plan and all elements and change log
SOP	Standard Operating Procedure
SSO	Sanitary Sewer Overflow
SWRCB	State Water Resources Control Board
TRUSS	Truss Pipe
UNK	Unknown as to pipe material
VCP	Vitrified Clay Pipe
WCSS	Wastewater Collection System Supervisor
WCSW	Wastewater Collection System Worker
WDID	Waste Discharge Identification
WWTP	Wastewater Treatment Plant

Table 5: Acronyms

PART C: SSMP ELEMENTS

1. Goals

> Order Sec. D.13.(i) Goals: The goal of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system. This will help reduce and prevent SSOs, as well as mitigate any SSOs that do occur. To mitigate the impact of SSOs

The goal of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the wastewater collection system to reduce and prevent SSOs as well as mitigate any SSOs that do occur. As such the City has established the following goals:

a. To provide resources necessary to properly manage and implement the City's SSMP;

b. To continuously improve upon the design and construction of the wastewater collection system to effectively reduce infiltration and inflow and ensure sufficient capacity for years to come;

c. To identify, prioritize, and correct deficiencies to minimize costs, maximize the life of the wastewater collection system, and to maintain its reliability;

d. To properly train and equip staff to mitigate the impact of a SSOs and to provide appropriate response for the protection of public health and the environment;

e. To provide education and public outreach to residents and industrial users with a focus on behaviors that are detrimental to the wastewater collection system and negatively impact public health and the environment; and

f. To provide a comprehensive training program, safety equipment, and tools needed to perform work in a safe and effective manner.

2. Organization

> Order Sec. D.13.(ii) Organization: The SSMP must identify:
> a) The name of the responsible or authorized representative as described in Section J of this Order (SSS WDR).
> b) The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation; and
> c) The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services (Cal OES)).

The City of Redlands is a general law city incorporated in 1888. It is governed by a City Council/City Manager form of government. The wastewater collection system is managed by the City's Municipal Utilities and Engineering Department (MUED) with key management and supervisory roles and access to other departments within the City to provide support services. The City's organizational structure in relation to managing and implementing the SSMP include the following:

a. City Council: The City Council consists of five representatives chosen by district through an electoral process and is the governing body of the City.

b. The Mayor and Mayor Pro Tempore: City Council members elected by City Council who are responsible for setting policy, enacting legislation, authorizing public improvements, approving contracts, and adopting regulatory plans and the budget under which the City operates.

c. City Manager: Appointed by the City Council as the chief administrator for the City and responsible for the overall implementation of City Council's objectives.

d. Offices of the City Manager: Responsible for overseeing the City's budget, public relations, purchasing, human resource activities, and risk management. This department works under the direction of the City Manager.

e. Development Service Department: Responsible for review of various types of land use applications, plan checks, and performing plan check inspections to ensure compliance with State and City codes, standards, and other governmental requirements. This department works under the direction of the City Manager.

f. Facilities and Community Service Department: Responsible for operating vital City services as well as providing support services for other City departments including customer service and the purchase and maintenance of City owned vehicles and equipment. This department works under the direction of the City Manager.

g. Management Services Department: Responsible for activities related to finance, revenue, utility billing, customer service, Geographic Information Systems (GIS) and Innovation & Technology. This department works under the direction of the City Manager.

h. MUED: Responsible for the following:
    - Wastewater Division and other public utilities.
    - Engineering Division / City Engineer:
        - Review and inspection of development proposals for compliance with State and City codes, standards, and other governmental requirements;
        - Management, rehabilitation, and replacement of infrastructure such as sewer mains; and
        - Development and construction of new public facilities.
    - Customer Service: Responsible for providing customer assistance to the public for MUED related matters and communicating with MUED staff.

- Administration: Responsible for assisting MUED staff with administrative activities such as procurement, purchasing, budget, accounts payable, and accounts receivable; and

i. MUED Director: Duly Authorized Representative for MUED and responsible for the management and implementation of the SSMP by establishing policy; planning; leading staff; delegating responsibility; allocating resources; and authorizing outside contractors to perform services. Staff in this position work under the direction of the City Manager.

j. Wastewater Utility Manager: Responsible for overseeing responsibilities related to the management and implementation of the SSMP and the operation and maintenance of the City's wastewater treatment plant and wastewater collection system. Designated as a Legally Responsible Official (LRO) through the California Integrates Water Quality System (CIWQS). Staff in this position work under the direction of the MUED Director.

k. Laboratory Manager: Responsible for the overall operations of a certified environmental laboratory for the purpose of water and wastewater sample analysis including samples originating from an SSO. This person works under the direction of the MUED Director.

l. Laboratory Analysist: Responsible for receiving, handling, and analyzing samples for specific constituents using EPA 40 CFR 136 approved methods and documenting those results. Staff in this position work under the direction of the Laboratory Manager.

m. Regulatory Compliance Officer (RCO): Designated as a LRO through CIWQS and responsible for notifications to appropriate State and local authorities, managing and implementing regulatory programs such as the SSMP; regulatory reporting; and other compliance related tasks for MUED. Staff in this position work under the direction of the City Engineer.

n. Wastewater Collection System Supervisor (WCSS): Designated as the Data Submitter through CIWQS and is responsible for implementing SSMP related tasks and overseeing field operations and maintenance activities, leading emergency SSO response, and train field crew. Staff in this position work under the direct supervision of the Wastewater Utility Manager for day-to-today activities and adhere to guidance detailed by the RCO regarding regulatory programs and regulations, which includes the SSMP.

o. Wastewater Collection System Worker (WCSW): Responsible for the maintenance and inspection of the wastewater collection system, documentation on the condition of the system, reporting deficiencies, and documenting activities. This includes responding to sewer related call outs and remediating spills. Staff in this position work under the direction of the WCSS.

p. Wastewater Operations Supervisor: Responsible for the day-to-day operations activities related to wastewater treatment facilities, including pump stations. Staff in this position work under the direction of the Wastewater Utility Manager.

q. Wastewater Maintenance Foreperson: Responsible for the day-to-day maintenance activities related to wastewater treatment facilities, including pump stations. Staff in this position work under the direction of the Wastewater Operations Supervisor.

r. Wastewater Maintenance Staff: Responsible for maintenance of wastewater facilities and related processes, including pump stations. Staff in this position work under the direction of the Wastewater Maintenance Lead.

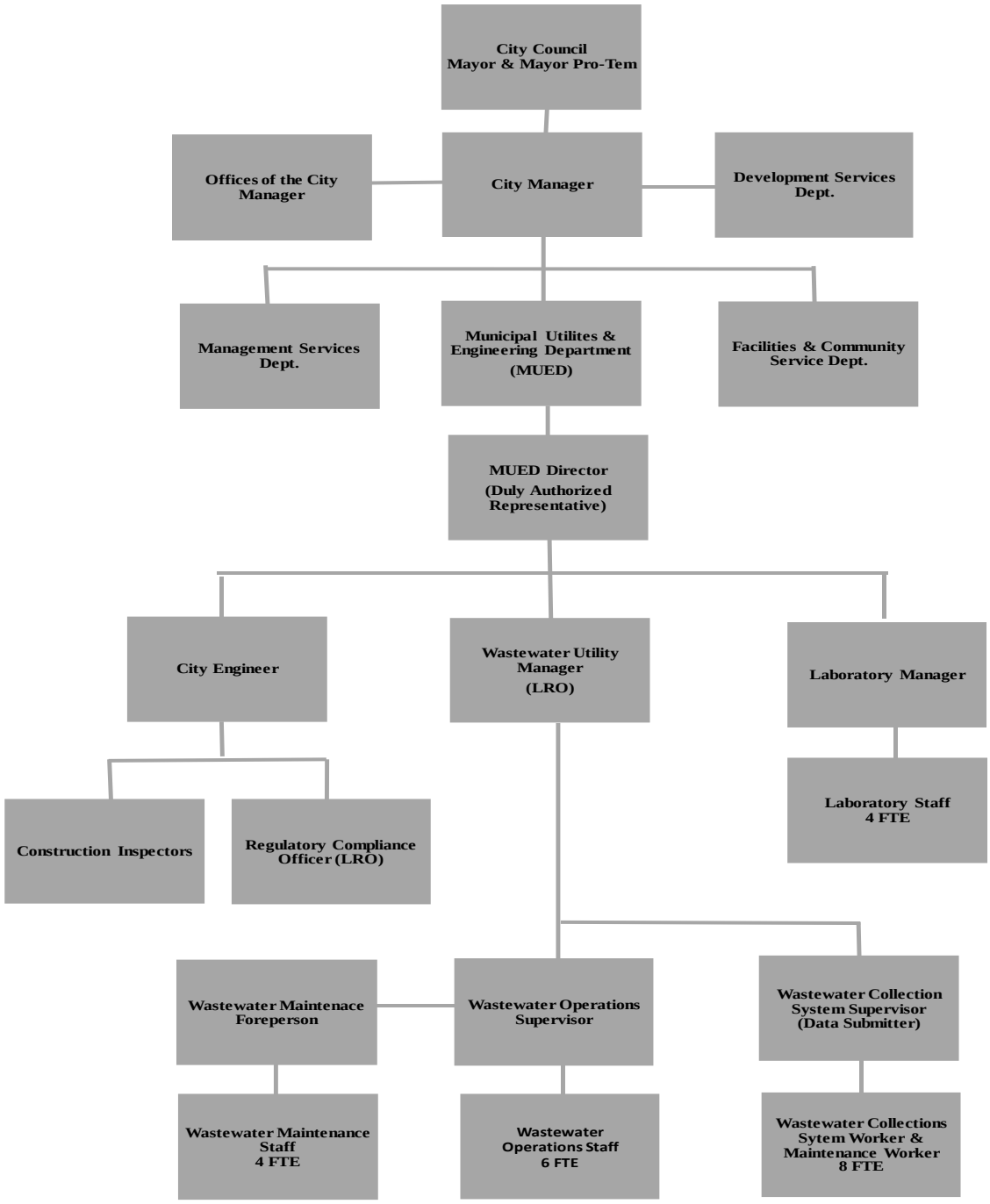


Figure 2: City of Redlands SSMP Implementation Organization Chart

2.1 RESPONSIBILITY FOR SSMP IMPLEMENTATION AND MAINTENANCE

Several City staff work in conjunction with one another for the development, implementation, and maintenance of the SSMP. Below is a list of responsibilities of key staff.

SSMP Element	Responsible City Position	Contact Number	Email Address
1-Goal	MUED Director	909-798-7698	jharris@cityofredlands.org
2-Organization	MUED Director	909-798-7698	jharris@cityofredlands.org
3-Legal Authority	MUED Director	909-798-7698	jharris@cityofredlands.org
4- O&M Program	Wastewater Utility Manager; Wastewater Operations Supervisor; Wastewater Maintenance Foreperson; WCSS	909-841-3142 909 353-9049 909- 557-6653 909-684-9472	fmata@cityofredlands.org jhamburger@cityofredlands.org skilday@cityofredlands.org jestrada@cityofredlands.org
5- Design & Performance	City Engineer	909-798-7698	gdobey@cityofredlands.org
6-SERP	Wastewater Utility Manager; RCO; WCSS	909-841-3142 909-557-6298 909-684-9472	fmata@cityofredlands.org ssimmers@cityofredlands.org jestrada@cityofredlands.org
7-FOG Control Program	RCO WCSS	909-557-6298 909-684-9472	ssimmers@cityofredlands.org jestrada@cityofredlands.org
8- System Evaluation & Capacity Assurance Plan	City Engineer	909-798-7698	gdobey@cityofredlands.org
9- Monitoring, Measuring &Program Modification	RCO	909-557-6298	ssimmers@cityofredlands.org
10-SSMP Program Audits	RCO	909-557-6298	ssimmers@cityofredlands.org
11-Communication	MUED Director	909-798-7698	jharris@cityofredlands.org

Table 6: Responsible Officials

2.2 SSO REPORTING CHAIN OF COMMUNICATION

The reporting chain of communication is listed below in Table 7: Reporting Chain of Communication for SSO Response. The communication chain begins with the receipt of complaint and continues to the reporting and follow-up activities.

Step	Responsible City Position	Description
Step 1:	Customer Service	Customer service staff receives notification via customer service line, City of Redlands 311 app, or other City resource. Information is documented and a work

(During business hours)		order is initiated. Phone contact is made to the WCSS, or designee, and the work order is emailed to the WCSS and RCO.
Step 1: (After business hours)	Police Department	Police department receives notification, and the information is documented. A phone call is initiated to the on-call wastewater collection system staff. The WCSS will initiate the work order the following business day and forward it to customer service.
Step 2: (During business hours)	WCSS	The WCSS evaluates the sewer complaint to determine appropriate response and resources based on details provided in the notification. Response is then initiated.
Step 2: (After business hours)	On-Call Wastewater Collection System Staff/Standby Employee	Initial Assessment: On-call staff evaluates the sewer complaint to determine appropriate response and resources based on details provided in the notification. Response is then initiated.
Step 3:	First Responder-WCSS, and/or WCSW	Field Assessment: The first responder at the SSO performs a quick assessment of the situation to determine what type of action is needed. If possible, photos are taken to document the condition upon arrival. The first responder will request additional resources if necessary and communicate the situation with supervising staff. If it is determined that the spill has the potential to meet the criteria for two-hour regulatory notification RCO is contacted.
Step 4:	Wastewater Collection System Staff On-Scene	If the cause of the SSO is from the City's mainline wastewater collection system staff will: • Relieve the blockage. • Take necessary measures to prevent the SSO from entering, or continuing to enter, into the City's storm drain system or other sensitive areas. • Contain, recollect, and return the spill to the sanitary sewer system. • Protect the public from the spill. • Perform clean-up activities. • Provide customer service packet(s) to affected residents if necessary. • Communicate SSO response progress to supervising staff. If the cause of the SSO is not from City's mainline wastewater collection system staff will: • Take necessary measures to minimize the environmental and public health impacts under the direction of the WCSS and RCO. • Make contact with affected resident(s) or other property representative(s). • Provide customer service packet(s) to the affected resident(s) if necessary. All SSO Appearances: • Document incident and complete necessary forms. • Take photographs throughout the response and clean-up process.
Step 5:	WCSS	If the spill reaches a waterbody the WCSS will notify the RCO immediately. WCSS will ensure that appropriate signage and barriers are in place and picture of signage are collected.
Step 6:	RCO	In the event a spill has the potential to meet the criteria for immediate notification RCO will perform an initial assessment to determine appropriate action. Upon determination of spill that meets the criteria RCO will contact City Emergency Operations Specialist, Office of Emergency Services (CAL/OES), and any additional agencies as directed by CAL/OES. If the spill exceeds 50,000 gallons, the RCO will initiate the sampling protocol. RCO will follow any additional instructions provide by CAL/OES or other regulating authorities.

Step 7:	WCSS	WCSS to review incident documentation and provide necessary forms and documentation to RCO in advance of CIWQS reporting deadlines.
Step 8:	RCO	The RCO reviews information provided by WCSS and reports the spill in CIWQS as required. If necessary RCO will make any additional notification to CAL/OES, and environmental health agencies and other regulating authorities.
Step 9:	RCO	Within 30 days of a Category 1 or Category 2 spill RCO to review entire incident with the WCSS and conduct debrief meetings to assess the need for program review, system modification, additional resources, and/or training; and determine if reporting was done in accordance with regulatory requirements, acting where necessary.

Table 7: Reporting Chain of Communication for SSO Response and Reporting

3. LEGAL AUTHORITY

Order Sec. D.13.(iii) Legal Authority: Each Enrollee must demonstrate, through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that it possesses the necessary legal authority to:

a) Prevent illicit discharges into its sanitary sewer system (examples may include infiltration and inflow (I/I), storm water, chemical dumping, unauthorized debris and cut roots, etc.…);
b) Require that sewers and connections be properly designed and constructed;
c) Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency;
d) Limit the discharge of fats, oils, and grease and other debris that may cause blockages, and
e) Enforce any violation of its sewer ordinances.

The City is required to possess the necessary legal authority to:

a. Prevent illicit discharges into its sanitary sewer system;
b. Require that sewers and connections be properly designed and constructed;
c. Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency;
d. Limit the discharge of fats, oils, and grease and other debris that may cause blockages; and
e. Enforce any violation of its sewer ordinances.

The City has established legal authority by way of City Code, Title 1 -19. The City of Redlands Municipal Code (RMC) is maintained electronically and the most current version is available at https://codelibrary.amlegal.com/codes/redlandsca/latest/redlands_ca/0-0-0-1. In addition, the City has adopted the California Plumbing Code.

Requirement	Legal Authority
Prevent illicit discharges into the wastewater collection system.	RMC 13.52.030(A)(1-17)
Require that sewers and connections be properly designed and constructed.	RMC 15.08 CA Plumbing Code
Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency.	RMC 13.44.160

Limit the discharge of fats, oils, and grease and other debris that may cause blockages.	RMC 13.52.40 (B) (3) CA Plumbing Code
Enforce any violation of its sewer ordinances.	RMC 1.22.030 RMC 13.52.010 RMC 13.52. (110-130)

Table 8: Summary of Legal Authority

4. OPERATIONS AND MAINTENANCE PROGRAM

Order Sec. D.13.(iv) Operation and Maintenance Program. The SSMP must include those elements listed below.

a) that are appropriate and applicable to the Enrollee's system:
b) Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable storm water conveyance facilities;
c) Describe routine preventive operation and maintenance activities by staff and contractors; including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventative Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders;
d) Develop rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and TV inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent
e) blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan;
f) Provide training on a regular basis for staff in sanitary sewer system operations, maintenance, and require contractors to be appropriately trained; and
g) Provide equipment and replacement part inventories, including identification of critical replacement parts.

The City has developed certain Operation and Maintenance (O&M) elements to allow for effective management of its wastewater collection system and to achieve the goals outlined in the SSMP.

4.1 GIS MAPPING

The Management Services Department, Division of Innovation & Technology department is responsible for maintaining an up-to-date map of the sanitary sewer system using Geographic Information System (GIS) technology which has enhanced the City's ability to adapt to future changes in infrastructure and land use. The wastewater collection system GIS map includes all wastewater collection system line segments, manholes, pumping facilities, pressure pipes, valves, and the City's stormwater conveyance system. The City has a technical team in place to perform routine mapping updates and add new and modified assets as they are received from the Planning Department, Building and Safety, and MUED staff. In addition, the GIS mapping system can

maintain individual collection points in the field for information updates, corrections, and comments. Any change, additions, and comments to the system made in the field are sent automatically to the GIS team so that they can be incorporated into the GIS mapping system. Features included in the GIS mapping system include:

Manhole GIS Map Information	**Pump Stations GIS Map Information**
✓ ID number or another unique identifier ✓ Location, with reference to streets and property lines ✓ Depth ✓ GPS coordinates ✓ Size ✓ Date built ✓ Rim elevation ✓ Invert elevation ✓ Material Type	✓ ID number ✓ Location ✓ Capacity
Pipes and Siphon GIS Map Information ✓ ID number or another unique identifier ✓ Location, with reference to streets, surface waters, property lines and manholes ✓ Size ✓ Direction of flow ✓ Length ✓ Material type ✓ Date built ✓ Slope ✓ Pipe invert elevations Service laterals	**Force Main GIS Map Information** ✓ ID number or another unique identifier ✓ Location, with reference to streets, surface waters, and property lines ✓ Direction of flow and pump station associated ✓ Length ✓ Material type ✓ Location of air release valves ✓ Date built ✓ Capacity ✓ Slope ✓ Invert elevations ✓ Plan or as-built ID number
Additional GIS Map Information Historical information online maintenance and inspection activities, sewer overflows, and anomalies	

Table 9: GIS Wastewater Collection System Information

4.2 PREVENTATIVE MAINTENANCE PROGRAM

The City performs routine preventive operation and maintenance activities that includes a system for scheduling regular inspection and cleaning activities related to the wastewater collection system.

Fiscal Year	CCTV, miles	Percent of System	Cleaning, miles	Percent of System	Manhole Inspections (estimated)
18/19	36	14%	125	50%	50
19/20	37	15%	106	42%	50
20/21	56	22%	143	58%	50
21/22	52	21%	194	78%	50
Totals	180		373		200
Average Per Year	45	18%	142	57%	50

Table 10: Historical Inspection and Cleaning Activities

4.2.1 DOCUMENTATION AND WORK ORDER SYSTEM

The City uses several types of data management to document wastewater collection system activities which include excel, word, and PDF documents along with a computer program data management and filing system and GIS mapping. Work orders are issued by MUED customer service staff for sewer related call outs or other non-routine activities. Wastewater collection system staff responds accordingly and documents activities on the work order. Once the work order is completed a report is prepared and submitted to the originator and the work order is closed out. Documentation and data as a result of the work order are placed on-file on the MUED common drive for regulatory and historical purposes.

4.2.2 WASTEWATER COLLECTION SYSTEM RANKING PROCESS

Wastewater collections system staff delegated to perform wastewater collection system assessments include those certified through National Associations of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP), Lateral Assessment Certification Program (LACP), and Manhole Assessment Certification Program (MACP). This allows for proper and consistent assessment condition coding of pipelines, laterals, and manholes. This ranking system is used in evaluations for rehabilitation and replacement, Capital Improvement Projects (CIP), and future design and development.

4.2.3 WASTEWATER COLLECTION SYSTEM CLEANING PROGRAM

Routine Cleaning is performed on the collections system pipelines with the objective of cleaning the entire system within a three-year period at approximately 87 miles of pipeline each year along with targeted repeat cleaning activities. Achieving this objective is dependent on the availability of resources and allocation of those resources to other projects within the City. Cleaning results are documented and submitted to the WCSS for review. Documentation and data from the cleaning activities are placed on-file on the MUED common drive for regulatory and historical purposes.

Targeted repeat cleaning, referred to as high frequency cleaning, is performed throughout the year. The wastewater collection system is continually assessed to determine areas that may need to be added to the high frequency cleaning list and if repairs or replacement is warranted. Part of the assessment includes a rating system for repair and replacement needs. These results are used to prioritize rehabilitation and replacement projects and to determine the need for CIP. Additionally, high frequency locations are reassessed from time-to-time to determine if the frequency of cleaning is sufficient or if there is a need to modify frequency or remove the area from the list. The cleanings are performed at monthly, quarterly, semi-annual, and annual intervals.

Type	Clear	Light	Moderate	Heavy
Code	Code: CL	Code: DL	Code: DM	Code: DH
Debris	No observable amount	Minor amounts	< 5 gallons per line segment	> 5 gallons per line segment
		15 minutes or less to clean	15-30 minutes to clean	> 30 minutes to clean
		1 pass	2-3 passes	More than 4 passes
				Concern for future stoppage

Grease	No observable amount	Minor amounts	Small "chunks"	Big "chunks" or "logs"
		15 minutes or less to clean	No "logs"	> 30 minutes to clean
		1 pass	15-30 minutes to clean	More than 4 passes
			2-3 passes	Concern for future stoppage
Roots	No observable amount	Minor amounts	Thin "stringy" roots	Thick roots
		15 minutes or less to clean	No "clumps"	Large "clumps"
		1 pass	15-30 minutes to clean	> 30 minutes to clean
			2-3 passes	More than 4 passes
				Concern for future stoppage
Other: Pipe wall fragments soil/rock/dirt	No observable amount	Specify material if possible	Specify material	Specify material
		Minor amounts	< 5 gallons per line segment	> 5 gallons per line segment
				Concern for future stoppage

Table 11: Sewer Line Cleaning Observation Codes

4.2.4 WASTEWATER COLLECTION SYSTEM INSPECTION PROGRAM

Routine and non-routine inspections are performed on the collections system each year. Achieving this objective is dependent on the availability of resources and allocation of those resources to other projects within the City. Inspection results are used to prioritize rehabilitation and replacement projects and to determine the need for CIPs. Documentation and rating data from the inspections are filed appropriately for regulatory and historical purposes.

4.2.5 MAINTENANCE HOLE/ MANHOLE INSPECTION

Routine inspection is performed on all maintenance holes/ manholes to allow for the identification of worn-out frame and cover assemblies, damaged concrete cones, and other deficiencies. Findings are documented and submitted to the WCSS for review. Most repairs to manholes are performed by a contractor on an as needed basis. In addition, contractor performing work within the City is responsible for raising covered manholes to grade after street improvements.

4.2.6 VISUAL SEWER LINE INSPECTION

The wastewater collections system is visually inspected during routine cleaning and at the indication of a sewer line issue to observe flow levels, the condition of assets, and all other indicators of a potential problem. Findings are documented and submitted to the WCSS for review.

4.2.7 VIDEO INSPECTION

Video inspection is performed using advanced inspection equipment and vehicles on a routine bases with the objective of inspecting approximately 45 miles of gravity sewer line per year with more frequent inspections performed in suspected or known problem areas. Certain activities and conditions warrant non-routine inspection such as pretreatment program investigations, indication

of a sewer line issue, and evaluating newly installed/repaired assets and private laterals. Findings are documented and submitted to the WCSS for review.

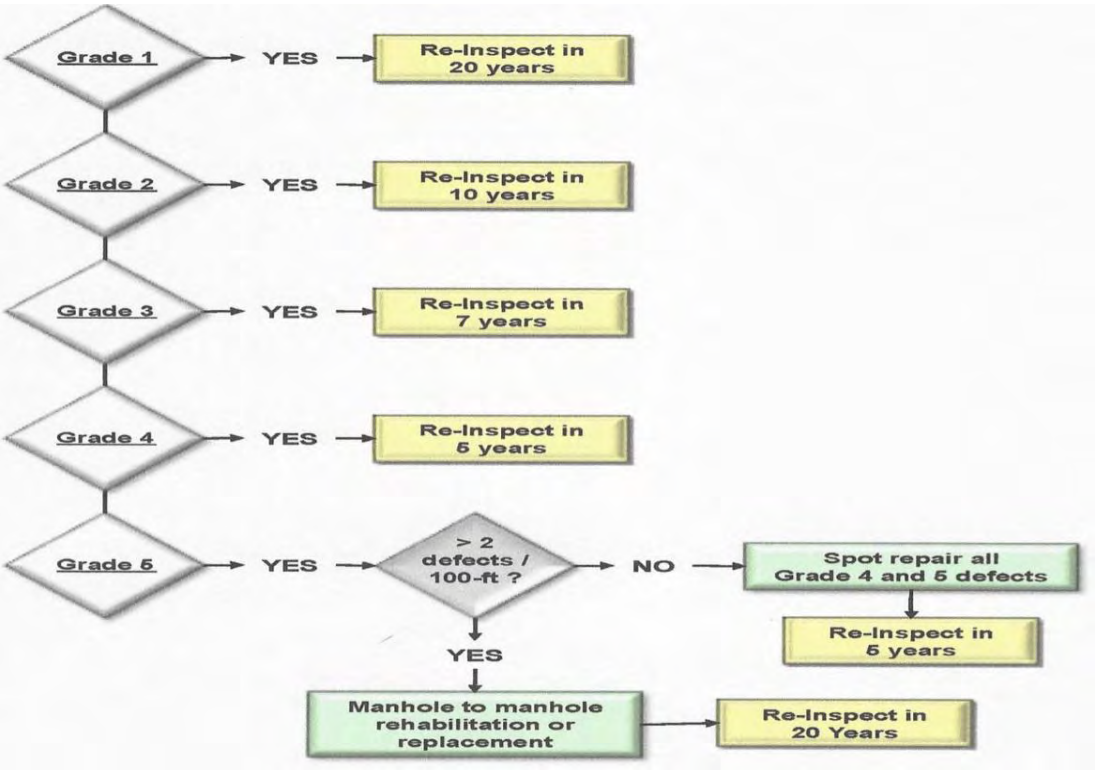


Figure 3: CCTV Inspection Return Frequency

4.2.8 CONDITIONS REQUIRING IMMEDIATE ACTION

In the event a condition is found during cleaning and inspection activities or during a sewer call out that requires immediate action the WCSS evaluates the need for an outside contractor to perform emergency repairs. For the protection of the public and the environment as well as City personnel and assets the City maintains a service agreement with an outside contractor to provide emergency repair services. Once a determination is made the contractor is notified and an emergency response is initiated.

4.2.9 ON-CALL SEWER LINE MAINTENANCE

In the event the City's wastewater collection system resources are temporarily compromised or deemed insufficient for a particular situation or project the City maintains a service agreement with an outside contractor to provide support. Once a determination is made the contractor is contacted and a support response is initiated.

4.2.10 SIPHON MAINTENANCE PROGRAM

Every three months a visual inspection is performed by experienced Wastewater Collection System Workers and results are documented in the GIS system to ensure each siphon is cleared of

debris and sediment. Periodic video inspection is performed on each siphon based on finding during visual inspection.

4.2.11 FORCE MAIN/ LIFT STATION

The Mountain View Lift Station has a current design capacity of 3.5 Million Gallons per Day (MGD). The sanitary flow from the lift station is pumped through one of two force mains, one with a 12-inch diameter and the other with a 14-inch diameter pipeline. The lift station is maintained and operated by WWTP operations and maintenance staff and continually monitored through Supervisory Control's and Data Acquisition, otherwise referred to as SCADA. A daily walkthrough is performed by wastewater operations staff to obtain flow and other readings. Weekly inspections are performed by wastewater maintenance staff and include routine greasing of pumps and motors.

4.2.12 ROOT CONTROL

To control sewer pipeline damage and sewer line blockages and back-ups related to root intrusion the City maintains a service agreement with a third-party contract to apply a chemical root control agent designed specifically to kill the root growth present in the lines. The treatment also inhibits root re-growth and sewer line intrusion without permanently damaging the vegetation producing the roots and without disrupting the wastewater treatment plant processes. Each year approximately 14,300 liner feet of main sewer line is serviced.

4.2.13 ROACH CONTROL

To control roach infestation within the wastewater collection system which, if left untreated has the potential to lead to a public nuisance and a health hazard, the City maintains a service agreement with a third-party contractor to apply a coating to upper portion of the manhole cone using a chemical designed not to interrupt the wastewater treatment plant process. Each year approximately 2300 manholes are treated.

4.3 REHABILITATION AND REPLACEMENT PLAN

The City has a routine rehabilitation and replacement process to identify and prioritize wastewater collection system deficiencies. This includes the development and implementation of multi-year CIPs to meet the needs identified so that the City can forecast funding sources, prioritize improvements based on funding available, and estimate a timeline for completion of individual improvements, both short and long term. The wastewater collections system preventative maintenance program is utilized to provide the necessary information though visual and video inspections with a ranking system to document findings. Priority is given to areas of the wastewater collection system that are at risk of collapse, prone to more frequent blockages due to defects, or other at-risk conditions that do not meet the qualifications for emergency repair.

4.4 TRAINING

The City considers training to be a high priority. Proper training ensures that the employee will be capable of performing their job in a safe and effective manner. Training is accomplished in

several ways and tends to be either job specific or general in nature. The employees are encouraged to seek additional training to improve their skills and technical trade on a continual basis. Training records are maintained for each employee electronically.

Skills training includes, but is not limited to:

- Routine Line Maintenance
- Heavy Equipment Operation
- Maintenance Equipment Operation
- Line Testing and Inspection
- Infrastructure Installation
- Pump Station Operation and Maintenance
- Electrical and Instrumentation
- Emergency Response
- Public Relations
- Safety
- SSO Response & Volume Estimation
- NASSCO

Safety training is obtained from qualified internal staff as well as contract safety trainers. The City expects employee's adherence to the following written safety policies and procedures:

- Illness & Injury Prevention Plan
- Confined Space Entry
- Seat Belt Policy
- Respiratory Protection Program
- Traffic Control
- Defensive Driving Program
- Cell Phone Policy

The wastewater collection system maintains appropriate safety equipment including protective clothing, safety glasses, hard hats, gloves, harnesses, tripods, hoists, fire extinguishers, atmospheric testing equipment and the City provides funding for safety boots. Lights, barricades, signage, and exhaust fans are also available at the wastewater collection system office and City corporation yard.

Some positions require a particular level of certification. Certifications can be achieved through organizations such as the California Water Environmental Association or other organizations that use Knowledge Skills and Ability assessments for certification purposes. Through the certification program the operators must obtain continuing education units which are achieved by attending a certain amount of technical training per certification term.

The following is a schedule of trainings that are completed at the indicated frequencies by the appropriate personnel using field training, technical training courses, webinars, and other training outlets:

- Safety Tailgates: Every Week
- Safety Equipment Training: Annually
- SSO Training: Annually
- Confined Space Entry: Annually
- Blood Borne Pathogens: Annually
- Hazardous Material Training: Annually
- Combination Vehicle Training: Annually
- CCTV Training: Annually
- Supervisor Training: Annually
- Traffic Control: Annually
- Cardiopulmonary Resuscitation and Arterial Defibrillation: Every Three Years
- National Associations of Sewer Service Companies (NASSCO): Every Three Years
- Pipeline Assessment Certification Program (PACP) Every: Three Years
- Lateral Assessment Certification Program (LACP): Every Three Years
- Manhole Assessment Certification Program (MACP): Every Three Years

4.5 EQUIPMENT REPLACEMENT PLAN

For the wastewater collection system lift station, the City maintains an adequate inventory of replacement parts which are warehoused at the location. The critical parts as well as other parts and equipment inventory are based on the manufacture operations manual for the specific equipment or device and general working knowledge of the system.

For cleaning and inspection activities within the wastewater collection system the various tools and equipment needed are warehoused at the WWTP. This includes two combination vehicles, one video inspection vehicle, an easement cleaner, and an air compressor trailer.

Regular inspections are performed on equipment and replacement parts to ensure that they can be used when needed. For those parts not readily accessible the City has vendors with open purchase orders that are utilized as needed and access to budget revenue. The City also maintains an open purchase order with a vendor to provide routine and as needed maintenance and repair for the combination and video inspection vehicles and the air compressor trailer.

Planned improvements and emergency repairs to the wastewater collection system are completed either through CIPs or through an open purchase order with a contractor for as needed emergency repairs. As such, the City does not maintain an inventory of parts and equipment related to those types of improvements and repairs.

4.5.1 CRITICAL PARTS INVENTORY

Description	Year Purchased	# Available	Location
Centrifugal Pump	2022	1	Lift Station
Pump Motor	2022	1	Lift Station

Table 12: Critical Parts Inventory

4.5.2 REPLACEMENT PARTS INVENTORY

Part Description	Number in Stock	Location
Manhole frame and cover	30	WWTP
Hose- Wastewater Collection System	2 spools	WWTP
Nozzles	6	WWTP
Valves	4	Lift Station
Hoses- Lift Station	3	Lift Station
Auto Switches	7	Lift Station
Power Supply	4	Lift Station
Relays	12	Lift Station

Table 13: Replacement Parts Inventory

4.6 CAPITAL IMPROVEMENT PROGRAM

The City's Capital Improvement Program includes both short- term and long-term capital planning with the goal of addressing necessary improvements identified through an assessment process to ensure that the wastewater collection system is reliable and sustainable and adequately designed and sized to meet future needs. The projects listed below include historical, current, and future CIPs.

Job Ledger	Project Description	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	Near-Term (2030)
73343	2018 Sewer Pipeline Cleaning and Inspection Services	$142,535					
73422	2019 CIP Sewer Pipeline Replacement		$973,060				
71353	2020 On-Call Sewer Repair			$250,000	$250,000		
521021	2021 CIP Sewer Pipeline Replacement				$266,062		
521010	Wastewater Master Plan Upgrade			$193,960			
P-0	System-wide Flow Monitoring					$162,000	
P-1	Cajon St, Cypress to Fern Ave, Pipeline Upsizing					$827,000	
P-2	Cajon St at Citrus Ave Pipeline Upsizing					$141,000	
P-3	Alabama St Pipeline Upsizing and Realignment					$4,967,000	
P-4	Brockton Ave Pipeline Upsizing						$445,000
P-5	Citrus Plaza Dr Pipeline Upsizing						$671,000
P-6	Nevada St Pipeline Upsizing						$2,452,000
P-7	San Bernardino Mountain View Lift Station Optimization Study					$40,000	
TBD	Sewer Pipeline Replacement Project					$3,000,000	
Total		$142,535	$973,060	$443,960	$516,062	$9,137,000	$3,568,000

Table 14: CIP Project-Historical and Projected

5. DESIGN AND PERFORMANCE PROVISIONS

D.13.(v) Design and Performance Provisions:

a) Design and construction standards and specifications for the installation of new sanitary sewer systems, pump stations and other appurtenances; and for the rehabilitation and repair of existing sanitary sewer systems; and
b) Procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

The City has established design and performance provisions through the Sewer System Standard Specifications, the adoption of the California Plumbing Code and the development of Sewer Notes that are required to be included in all plans and specifications for sewer improvements. These standards and specifications apply to the installation of new sanitary sewer systems, pump stations and other appurtenances; and for the rehabilitation and repair of existing sanitary sewer systems; and for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects. Current standard details and specifications can be found on the City's website at www.cityofredlands.org/post/standard-details-specifications.

6 Overflow Emergency Response Plan

D.13.(vi) Overflow Emergency Response Plan - Each Enrollee shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

a) Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;
b) A program to ensure appropriate response to all overflows;
c) Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g., health agencies, regional water boards, water suppliers, etc.…) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the MRP. All SSOs shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board WDR or NPDES permit requirements. The SSMP should identify the officials who will receive immediate notification;
d) Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;
e) Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and
f) A program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge.

The City has developed an Overflow Emergency Response Plan (OERP), here in referred to as Sewer Spill Emergency Response Plan (SERP), and it is included in Appendix C. The objective of having a separate document is to provide a tool that can be used in the field as a reference while performing cleaning and inspection activities and emergency functions. The scope of the SERP is broader than the required scope of the SSMP and has been developed to satisfy the requirements of the Order.

6.1 PURPOSE

The purpose of the City's SERP is to support an orderly and effective response to SSOs. The SERP provides guidelines for City personnel to follow in responding to, cleaning up, and reporting SSOs that may occur within the City's service area and to comply with the Order.

6.2 POLICY

The City's employees are required to report all SSOs found and to take the appropriate action to secure the area, properly report to the appropriate regulatory agencies, relieve the cause of the overflow, and ensure that the affected area is cleaned as soon as possible to minimize health hazards to the public and protect the environment. The City will follow reporting procedures in regard to sewer spills as set forth by the RWQCB and the SWRCB.

6.3 GOALS

The goals with respect to responding to SSOs are as follows:

- Work safely;
- Respond quickly to minimize the volume of the SSO;
- Eliminate the cause of the SSO;
- Prevent SSOs or leaks from entering the storm drain system or receiving waters to the maximum extent practicable;
- Contain the SSO to the extent feasible;
- Minimize public contact with the SSO;
- Mitigate the impact of the SSO;
- Meet the regulatory reporting requirements;
- Evaluate the causes of failure related to certain SSOs; and
- Revise response procedures resulting from the debrief and failure analysis.

6.5 AUTHORITY

This SERP is written in accordance with the Statewide Sanitary Sewer Systems General Order 2022-0103-DWQ which becomes in effect on June 5, 2023. In the event of a spill prior to the effective date of the new Order, the City will continue to categorize, report, and sample spills in accordance with:

- State Water Resources Control Board Order No. 2006-0003-DWQ; and
- State Water Resources Control Board Order No. 2013-0058-EXEC

7. FATS, OILS AND GREASE CONTROL PLAN

Order Sec. D.13.(vii) Fats, Oils, and Grease (FOG) Control Program: Each Enrollee shall evaluate its service area to determine whether a FOG control program is needed. If an Enrollee determines that a FOG program is not needed, the Enrollee must provide justification for why it is not needed. If FOG is found to be a problem, the Enrollee must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate:

a) An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;
b) A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;
c) The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;
d) Requirements to install grease removal devices (such as traps or interceptors) design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;
e) Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance;
f) An identification of sanitary sewer system sections subject to FOG blockages and establish a cleaning maintenance schedule for each section; and
g) Development and implementation of source control measures, for all sources of FOG discharged to the sanitary sewer system, for each section identified in (f) above.

The Order requires that a Fats, Oils, and Grease (FOG) program be developed and included as part of the dischargers SSMP, if deemed necessary. The City has determined that controlling FOG discharges from Food Service Establishments (FSEs) is an essential element in controlling SSOs, ensuring proper operations of the collection system and waste treatment facility, and to avoid negative impact from SSOs on human health and the environment. The FOG program is managed as part of the City's approved pretreatment program under RWQCB Order No. 98-54.

7.1 LEGAL AUTHORITY

The City of Redlands Municipal Code 13.52 (RMC) provides the legal authority to implement the FOG program. A summary of the applicable RMC from Ordinance No. 2268 are as follows:

Number	Municipal Code Section
13.52.010	General Provisions: (B) Administration "This Chapter shall apply to all discharges, whether direct or indirect, to the Wastewater Treatment Facilities, and authorizes the issuance of wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the establishment of fees for the equitable distribution of costs resulting from the program established herein. Except as otherwise provided herein, the City's Director of Municipal Utilities shall administer, implement, and enforce the provisions of this Chapter. Any powers granted or duties imposed upon the Director by this Chapter may be delegated by the Director to other City personnel"
13.52.020	Definitions: (T) Interceptor or Gravity Separation Interceptor,

13.52.030	Prohibited Discharge Standards: (A) (1) "…material in quantities or volume which will obstruct the flow of sewer or sewage in the public sewer or any object that will cause clogging of sewage pumps or sewage sludge or cause pumps or interfere pass through with the normal operation of the Wastewater Treatment Facilities…"
13.52.040	Pretreatment of Wastewater: Pretreatment Facilities (A) "Users shall provide wastewater treatment as necessary to comply with this Chapter and shall achieve compliance with all categorical pretreatment standards, local limits and the prohibitions of this Chapter within the time limit specified by EPA, the State, or the Director, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense…"
13.52.040	Pretreatment of Wastewater: (B) Additional Pretreatment Measures (3) "All non-domestic users shall be required to install and maintain a grease, oil and/or sand interceptor when the Director finds that such facility is necessary for the proper handling of liquid waste containing grease, flammable wastes, sand, or other harmful constituents which may be properly eliminated from the wastewater collection system by use of an interceptor…"
13.52.040	Pretreatment of Wastewater: (B) Additional Pretreatment Measures (3) "Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the user at its expense. When an interceptor is cleaned, the removed sediment, liquid and floating material shall be legally disposed of other than to the City's POTW or storm drain.
13.52.040	Pretreatment of Wastewater: (B) Additional Pretreatment Measures (3) "All interceptor units shall be of the type and capacity approved by the Director and shall be so located to be easily accessible for cleaning and inspection
13.52.050	Waste Discharge Permit Application: (B) Waste Discharge Permit Requirements (2) "The Director may require other users to obtain wastewater discharge permits as necessary to carry out the purposes of this chapter."
13.52.080	Compliance Monitoring (A) Right of Entry: Inspection and Sampling. "The Director shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this Chapter and any wastewater discharge permit or order issued hereunder. Users shall allow the Director ready access to all parts of the premises for the purposes of examination and inspection, sampling, records copying, and the performance of any additional duties."
13.52.110	Administrative Enforcement Remedies: (A) Notice of Violation, (B) Compliance Order, (C) Emergency Suspension, and (D) Termination of Discharge
13.52.120	Judicial Enforcement Remedies: (A) Injunction Relief (B) Civil Penalties
13.52.120	Judicial Enforcement Remedies: (A) Injunction Relief (C) Criminal Penalties
13.52.130	Supplemental Enforcement Action: (C) Water Supply Severance and (D) Public Nuisance (D)
13.52.140	Miscellaneous Provisions: (A) Pretreatment Charges and Fees

Table 15: Legal Authority

7.2 GREASE REMOVAL DEVICE REQUIREMENTS

RMC section 13.52.40 (B) (3) requires that all grease generating facilities install a grease removal device if deemed necessary. The device shall be of the type and capacity approved and shall be so located to be easily accessible for cleaning and inspection. In addition, a sample box is to be installed downstream from the device, prior to connections with the sanitary sewer line. The grease interceptor and sample box must be of adequate capacity to sufficiently remove FOG from the wastestream and comply with City's standard design and specifications, California Plumbing Code, and no less than 750 gallons. The use of a hydro-mechanical device (or small grease trap)

is prohibited except under limited circumstances and requires approval in advance. If a variance is granted the alternative grease removal device type, design, capacity, and location must be accepted by the City and comply with County of San Bernardino Environmental Health Services Department requirements. Grease removal devices are not permitted in confined spaces or in other areas with the potential for hazards.

7.3 GREASE REMOVAL DEVICE MAINTENANCE

RMC section 13.52.40 (B) (3) requires that grease removal devices be inspected, cleaned, and repaired regularly and as needed, by the user at its expense to ensure proper operation, which may be established by the City. They are to be pumped and cleaned in their entirety at each service and contents removed are to be disposed of appropriately in accordance with applicable regulations. At no time shall a grease removal device be bypassed or otherwise disabled unless it is for maintenance and repair and no discharge to the sewer will occur. Records of service and maintenance are to be kept on-site for a minimum of three (3) years and made available for inspection upon request.

7.4 BEST MANAGEMENT PRACTICES

The City's educational outreach encourages the implementation of the following Best Management Practices (BMPs) that are enforceable if it is determent that the site is not properly maintained which results in a violation of certain provisions of RMC 13.52:

- Employee Training: Train staff annual and upon new hire on performing daily tasks in a manner that will reduce FOG in the facilities waste discharge and prevent deposits of FOG in outdoor areas.
- Drain Screens: Provide screens to protect drains from debris and food particles with openings no larger than 3/8" in any direction. They shall be cleaned frequently with the screenings deposited in the appropriate trash receptacle. Replace screens immediately after cleaning.
- Spill Prevention: Develop and post spill clean-up procedures and training employees. Used oil and other chemicals and other liquids shall be stored away from drains and stormwater conveyance systems, providing 110% containment when necessary. Close containers when not in use.
- Spill Cleanup: If a spill occurs, block off any drains where the spill may enter the sewer or stormwater conveyance and isolate the spill. Implement the use of dry-cleaning methods for spills whenever possible such as towels, absorbent material, broom, and dustpan. If additional cleaning is necessary, limit the use of chemicals and water and use a mop and bucket. If the area must be hosed down, contain, and recollect wash water and dispose of in the mop sink unless it contains a hazardous material. No wash water is to enter a stormwater conveyance or be left on the ground outside. Hazardous waste spills are to be cleaned, contained, and disposed of appropriately in accordance with applicable regulations.
- Routine Cleaning: Limit the use of chemicals when cleaning by diluting to the proper concentration and consider substituting with dish soap. The use of enzymes should be limited to the maximum extent possible. Use dry cleaning methods to remove excessive

deposits of used oil and grease prior to cleaning the area with water. Scrape all pans and dishes into the proper trash receptacles prior to washing. Discharge water temperature should not exceed 140 degrees.

- Used Oil and Grease Handling and Disposal: Properly dispose of used oil and other oily liquids in a recycle container, such as a grease tallow bin. Ensure the material is properly contained and managed until removed from the site. If stored outdoors, make sure the container and surrounding ground is free from spills and stored away from stormwater conveyance systems.
- Record Keeping: Maintain records of grease removal device cleaning, maintenance, and repair and used oil and grease recycling for a minimum of three (3) years and make available upon request.

7.5 AUTHORITY TO INSPECT AND ACCESS

RMC 13.52.080 section (A) provides the City with the authority to enter the premises of any user to determine whether the user is complying with all requirements of RMC and any wastewater discharge permit or other order. Access to all parts of the premises for the purposes of examination and inspection, sampling, records copying, and the performance of any additional duties are to be granted during business hours and other times as arranged. Grease removal devices are to be free from material or objects that will impede inspection during business hours.

7.6 INSPECTION PROCEDURES

The RMC and Enforcement Response Plan includes provisions for inspection for FOG generating facilities and subsequent enforcement actions in the event of a violation of RMC 13.52.

Routine inspections of facilities are conducted to ensure compliance with RMC 13.52 and other regulatory requirements. The inspections are generally unannounced and at a frequency that is determined by the site's compliance history, the presence of a grease removal device, and other determining factors. A typical inspection includes visual inspection of the inside and outside of the facility, physical inspection of the grease removal device (periodically), verification of proper BMP implementation, and review of records. Wastestream monitoring may be performed when necessary.

Inspections are also performed on a non-routine basis and are generally prompted by complaints or other issues identified which includes odor complaints, private lateral spills, and non-stormwater discharges. Procedures performed during non-routine inspection will vary and are based on the type of complaint or issue and may include activities performed during routine inspection as well as dye testing, drain inspections, wastestream monitoring, photographs, and interviews.

7.7 PLANS AND PLAN CHECK INSPECTIONS

Plans submitted by a FSEs for approval through the City of Redlands Building and Safety are reviewed to ensure that proposed grease removal devices conform to City standards and specifications and California Plumbing Code, and that sanitary and grease waste lines are

adequately segregated. Plan check inspections are conducted on an as needed basis to ensure that the site is built in accordance with the approved plans.

7.8 ENFORCEMENT ACTION

Enforcement action is available for facilities found to be in non-compliance with the RMC in accordance with the Enforcement Response Plan. The intent of enforcement action is to guide the facility into compliance. The type of enforcement is dependent on the nature of the violation, the facilities intent, the history of compliance of the facility, the effects of the violation on public safety and the environment, the safety of City staff, and the POTW.

Violations may include, and are not limited to, verbal warning, corrective action, Notice of Violation, compliance orders, emergency suspension, termination of discharge, civil and criminal penalties, supplemental enforcement actions and monetary compensation to remediate a nuisance. The City may take a combination of enforcement actions specified, as well as any other enforcement remedies that are available. Additionally, installation of, or improvements to, grease removal device may be required.

7.9 FOG DISPOSAL

The City does not provide a method for FOG disposal at the WWTP. FSEs are encouraged to check with San Bernardino County to obtain a current list of permitted haulers capable of transporting grease waste.

7.10 SERVICE AREA EVALUATION

Sewer mainlines that tend to have frequent blockages caused by deposits of FOG are identified based on qualitative findings such as tracking locations of repeat sewer blockages, significant grease collected on hydro-jetting nozzles during cleanings, or through CCTV findings. Identified trouble spots in the sewer mainline are put on a more frequent preventive maintenance cleaning schedule which may include monthly, bi-monthly, quarterly, or annual cleanings based on the likelihood of the issue contributing to or causing an SSO as well as other determining factors. These locations are inspected to determine the source of the issue and to perform educational outreach.

7.11 OUTREACH TO FOOD SERVICE ESTABLISHMENTS

Routine inspections of FSEs provide an opportunity to observe the effectiveness of Best Management Practices (BMPs) being implemented and to identify deficiencies that may lead to discharges of FOG, solids, or other pollutants. Education on the proper implementation and maintenance of BMP's and a FOG brochure is provided at that time. In addition, FSEs that are submitted for plan check review receive FOG brochure that includes BMPs and other resources.

7.12 OUTREACH TO RESIDENTS

Residents that use oils and grease for cooking may also contribute to potential sewer line blockages and spills. The City distributes educational outreach material to residents during special events and

downtown vendor fairs that includes a brochure with BMPs related to management of FOG, private lateral maintenance, and what not to dispose of in the sanitary sewer. Promotional giveaways designed to complement the outreach material and engage the residents are also provided.

8. SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN

Order Sec. D.13.(viii) System Evaluation and Capacity Assurance Plan: The Enrollee shall prepare and implement a capital improvement plan (CIP) that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event. At a minimum, the plan must include:

a) Evaluation: Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events;
b) Design Criteria: Where design criteria do not exist or are deficient, undertake the evaluation identified in "a" above to establish appropriate design criteria; and
c) Capacity Enhancement Measures: The steps needed to establish a short- and long-term capital improvement plan (CIP) to address identified hydraulic deficiencies including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding.
d) Schedule: The Enrollee shall develop a schedule of completion dates for all portions of the capital improvement program developed in (a-c) above. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements as described in Section D. 14.

The City's most recent Wastewater Master Plan was completed in December 2021 by Dudek. The wastewater collection system capacity was evaluated by determining the maximum depth over diameter (d/D) values in the system estimated during peak flows. The existing and future capacity analyses resulted in approximately 10,500 linear feet (LF) of pipeline being identified for improvement based on a d/D trigger criterion of 1.0 (100% full flow) under anticipated peak wet weather flow conditions. Recommended upsizing of pipelines is based on meeting pipeline design criteria under anticipated ultimate (2070) peak wet weather flow conditions.

The Master Plan included the development of a hydraulic model using the Innovyze InfoSewer software. The average dry weather flows measured at the WWTP in August 2020 assisted in determining the model's dry weather scenarios. Similarly, wet weather flows measured at the WWTP on March 12,2020 were used to determined loads in the model's wet weather scenarios. The hydraulic model's hourly flows and 24-hour flows are withing 10% of field measurements, meaning the model is calibrated.

The capacity enhancement measures established as a result of the master plan and the schedule of completion is included in the Operations and Maintenance Program under the Capital Improvement Program section.

9. MONITORING, MEASUREMENT, AND PROGRAM MODIFICATIONS

> Order Sec. D.13.(ix) Monitoring, Measurement, and Program Modifications: The Enrollee shall:
> a) Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities;
> b) Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;
> c) Assess the success of the preventative maintenance program;
> d) Update program elements, as appropriate, based on monitoring or performance evaluations; and
> e) Identify and illustrate SSO trends, including frequency, location, and volume.

The City tracks several performance measures through tracking logs and annual reports. These logs and reports include information such as the number call outs, cause for the call out, call resolution and the location of the incident. The documentation includes the response time, customer complaint, key times of the event, potential reasons for the issue, results of inspection and investigation, the type of pipe in the affected area, and type of debris found. If the call out is due to an SSO, the findings, reports and notification are included along with any photographs, CCTV records and other data.

Periodic review of the wastewater collection system maintenance performance measures compared to the overflow events and the bi-annual SSMP audits are used to determine if any further monitoring, measures, or modifications are needed. Historical SSO trends and findings are also factored into the need for action. This allows the City to prioritize appropriate SSMP activities, assess its effectiveness, and identify any deficiencies.

9.1 PERFORMANCE INDICATORS

The following types of performance indicators are used in the evaluation to assess the effectiveness of the SSMP:

- Annual number of sanitary sewer overflows
- Annual number of dry weather overflows events
- Annual number of wet weather overflow events
- Total annual volume of overflows including recovered volumes
- Annual Number of SSOs by cause
- Annual linear feet of line cleaning by type – regular and high frequency
- Annual CCTV miles of pipeline condition assessments completed
- Number of customer complaints received and completed
- Average response time to overflow events.

SSMP Element	Summary of Element Purpose	Example Performance Indicators for Tracking Effectiveness

Goals	Establish priorities and provide focus for staff	**Review of goals based upon results of performance evaluations.**
Organization	Document organization and chain of command & communication for SSO response	**Review of Organization Chart and all contact information, making any changes identified**
Legal Authority	Ensure sufficient legal authority to properly maintain and protect the integrity of the system	**Review of codes and/or ordinances for revisions, including schedule for identified updates.**
Operations and Maintenance Program	Minimize blockages and SSOs by properly operating and maintaining the system	**Review of** • **Total number and volume of SSOs** • **Number of repeat SSOs (from same location as any previous SSO)** • **Number of lateral SSOs (if known for private laterals)** • **Number of main linesSSOs** • **Total volume spilled** • **Total amount recovered** • **Total amount estimated to reach surface waters** • **Percent reaching surface water** • **Number of pipe failures** • **Total length of pipe camera inspected** • **Total length of pipe hydro-cleaned** • **Total length of pipe repaired or replaced**
Design & Construction Standards	Ensure new facilities are properly designed and constructed	**Review of new technologies and materials for collection systems assets.**
Overflow Emergency Response Plan (OERP)	Provide timely and effective response to SSO emergencies and comply with regulatory reporting requirements	▪ **Average response time from call to arrival** ▪ **Average response time from arrival to SSO stoppage and cleanup** ▪ **Percent of total SSO volume contained or returned to sewer**
Fats, Oils & Grease (FOG) Control	Minimize blockages and overflows due to FOG	▪ **Number of blockages due to FOG** ▪ **Number of SSOs due to FOG** ▪ **Inspections of FOG-producing facilities**
Monitoring, Measurement, & Program Modifications	Evaluate effectiveness of SSMP, keep SSMP up-to- date, and identify necessary changes to SSMP Elements	▪ **Prepare and update performance results in Elements 4, 6 & 7.** ▪ **Review and update callout forms as needed.** ▪ **Conduct annual review of CIWQS data.**
Program Audits	Formally identify SSMP effectiveness, limitations, and necessary changes on an annual basis	▪ **Date of completion of last annual audit**

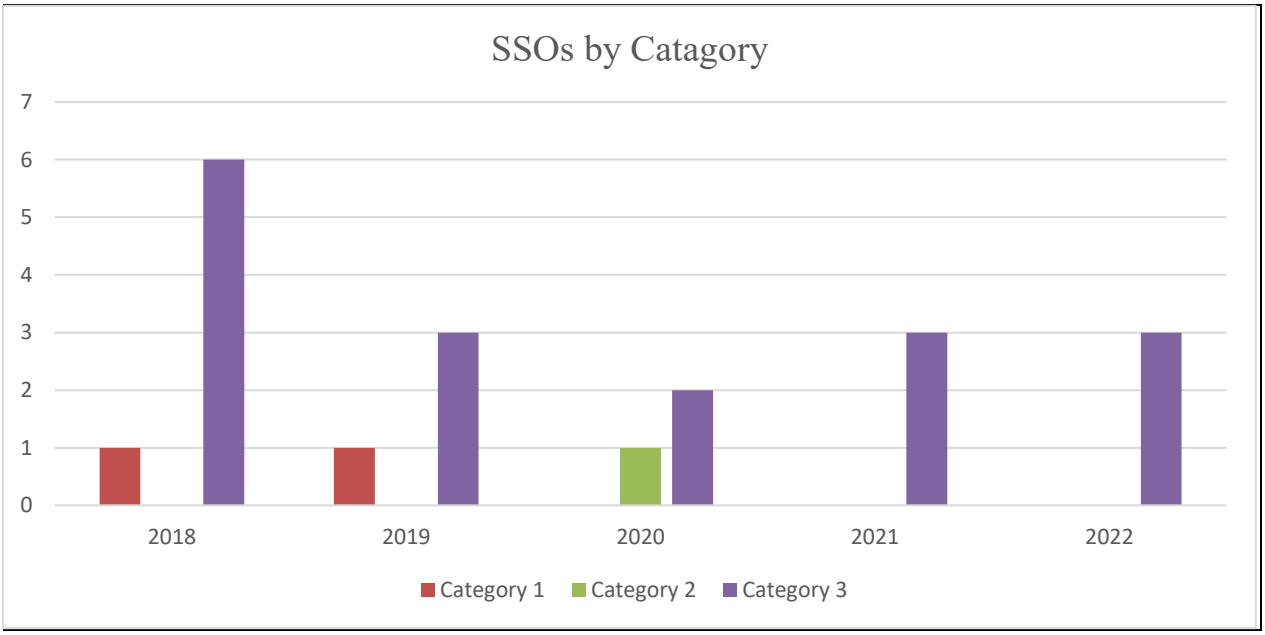
Communicati on Plan	Communicate with the public and satellite agencies.	**Place audit on webpage.**

Table 16: Example SSMP Monitoring Performance Indicators

9.2 SSO Evaluation

Historical data for the previous 5 years is reviewed, and the following types of tables and graphs are used to evaluate the data and demonstrate the effectiveness of the SSMP:

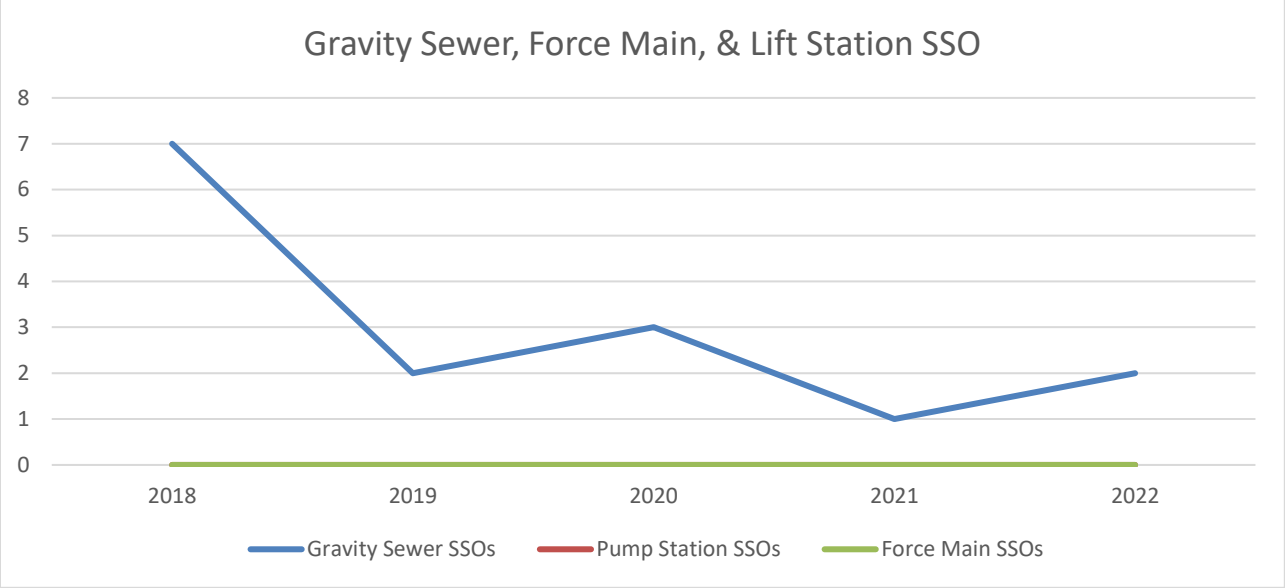
- SSOs by Category
- Gravity, Force Main, & Lift Station SSO Data
- SSO Recovery Data
- SSO by Cause



Graph 1: SSO by Category

Calendar Year	Category 1	Category 2	Category 3
2018	1	0	6
2019	1	0	3
2020	0	1	2
2021	0	0	3
2022	0	0	3

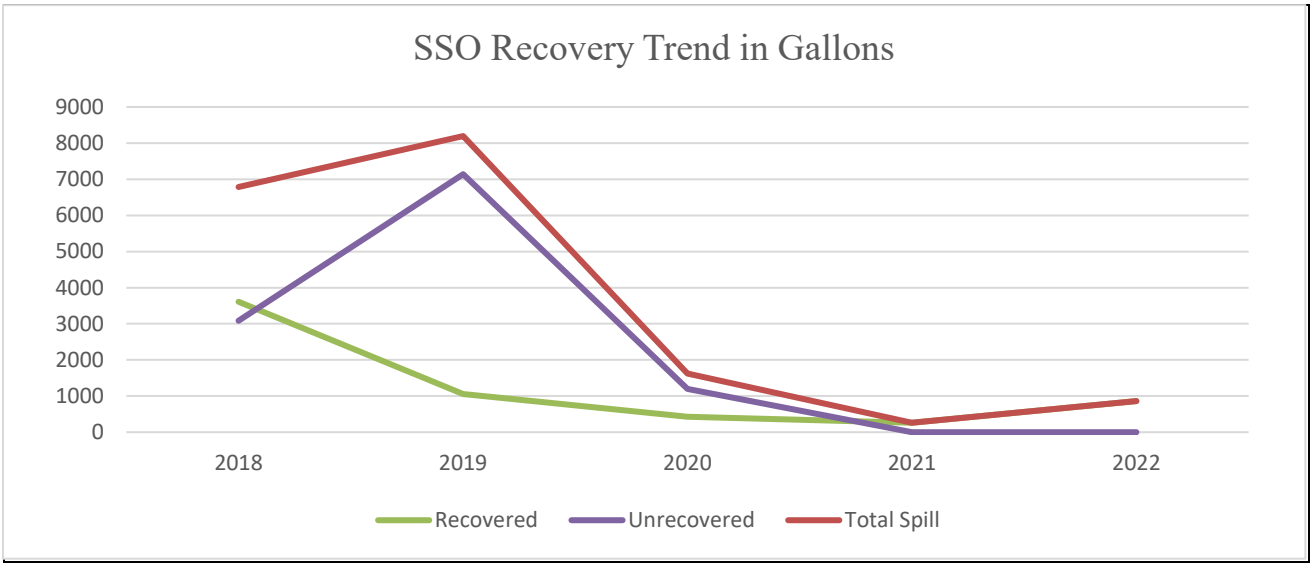
Table 17: SSO by Category



Graph 2: Gravity, Force Main, & Lift Station SSO Data

Calendar Year	Gravity Sewer SSOs	Pump Station SSOs	Force Main SSOs
2018	7	0	0
2019	2	0	0
2020	3	0	0
2021	1	0	0
2022	2	0	0

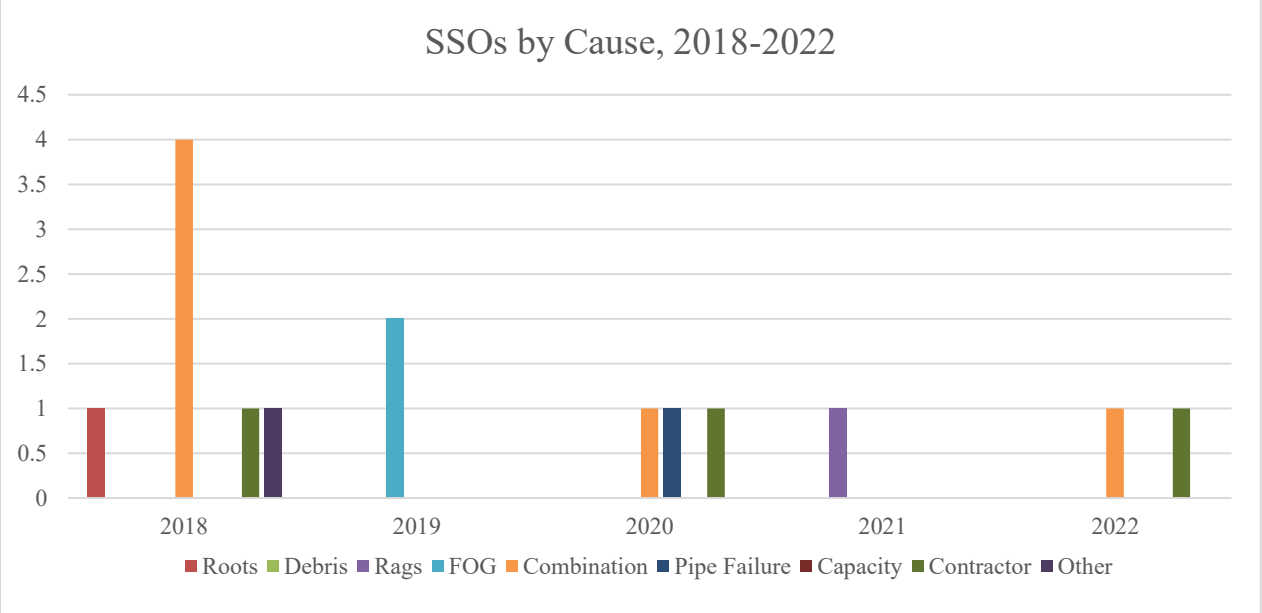
Table 18: Gravity, Force Main, & Lift Station SSO Data



Graph 3:SSO Recovery Data

Calendar Year	Total Volume SSO	Returned to Sewers	Unrecovered
2018	6784	3610	3084
2019	8195	1055	7140
2020	1626	427	1199
2021	261	261	0
2022	860	860	0

Table 19:SSO Recovery Data



Graph 4:SSO by Cause

Calendar Year	Roots	Debris	Rags	FOG	Combination	Pipe Failure	Capacity	Contractor	Other
2018	1	0	0	0	4	0	0	1	1
2019	0	0	0	2	0	0	0	0	0
2020	0	0	0	0	1	1	0	1	0
2021	0	0	1	0	0	0	0	0	0
2022	0	0	0	0	1	0	0	1	0

Table 20:SSO by Cause

10. SSMP PROGRAM AUDITS

> D.13.(x) SSMP Program Audits - As part of the SSMP, the Enrollee shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the Enrollee's compliance with the SSMP requirements identified in this subsection (D.13.), including identification of any deficiencies in the SSMP and steps to correct them.

The goal of each bi-annual SSMP Program Audit is to ensure that it is appropriate and implemented properly and that any deficiencies in the plan are identified and addressed. The historical sewer system performance and overflow results are used to determine the SSMP effectiveness over the proceeding audit period. The audit also includes a review of related regulations to determine if any changes are necessary for compliance. The audit team consisted of RCO and WCSS and may be expanded to other relevant City staff based on scope of the audit and the complexity of the findings.

The following outline is used as a guide for each audit:

- Determine the lead auditor.
- Determine the audit team.
- Determine the scope of the audit.
- Prepare an audit outline which shall include the various approaches.
- Distribute tasks amongst the audit team.
- Establish timelines for tasks.
- Review findings and recommendations as a team.
- Itemize corrective actions and establish due dates.
- Document findings, recommendations, corrective actions, and corrective action results and include in the SSMP Internal Audit Report.
- Include any needed plan updates that shall be included in the next SSMP update.
- Share the results of the completed audit with affected staff.
- Update the SSMP Change Log for any revisions or changes identified.

11. Communication Program

> D.13.(xi) Communication Program**.** The Enrollee shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the Enrollee as the program is developed and implemented.
>
> The Enrollee shall also create a plan of communication with systems that are tributary and/or satellite to the Enrollee's sanitary sewer system.

The City has established communication lines through several means to ensure that the public has ample access to the City's sewer program activities, current and future plans and projects, community outreach and general public information. The City also provides public outreach to

educate the residents on important issues such as FOG program, water conservation, stormwater pollution prevention, safety, and emergency preparedness. The City routinely uses the outlets listed below to help provide its residents, businesses, satellite agencies, and other interested parties with the most up-to-date information possible:

- Public Relations Coordinator
- Cable TV Channel
- Website
- Local Media (TV and Newspaper)
- City Council Agenda & Meeting Minutes
- Public Hearings
- Personal Visits / Phone Calls
- Door Hangers
- Sign Postings
- Customer Mailings
- During Crew Interactions with the Public
- Public Events

The City's official website, www.cityofredlands.org, provides the public has access to relevant documents as well as public services, City business, community outreach, budget information, and other related public education such as:

- Annual budget
- Sewer Use Ordinances
- SSMP
- SERP
- Claims Process
- Public education related to FOG control, illegal dumping, lateral maintenance, and other pollution prevention measures.

Appendix A:
Sewer System Management Plan
Change Log

Date	SSMP Element/ Section	Description of Change/Revision Made	Updated By:
July 14, 2009	Original	Development of SSMP	Jorge Ramirez
January 15, 2010	Various	SSMP Annual Review Update	Jorge Ramirez
March 30, 2011	Various	SSMP Audit Review Update	Jorge Ramirez
April 18, 2012	Various	SSMP Annual Review Update	Jorge Ramirez
May 21, 2013	Various	SSMP Audit Review Update	Jorge Ramirez
November 21, 2014	Various	SSMP Annual Review Update	Jorge Ramirez
December 04, 2017	Various	SSMP Audit Review Update	Shannon Simmers
December 12, 2019	Various	SSMP Audit Review Update	Shannon Simmers
December 12, 2021	Various	SSMP Audit Review Update	Shannon Simmers
April 10, 2023	Various	SSMP Audit Review Update	Shannon Simmers
September 5, 2023	SSMP	SSMP Adoption/Recertification	City Council

Appendix B:

SSMP Adoption and Recertification Documents

Appendix C:

Sewer Spill Emergency Response Plan

STATE WATER RESOURCES CONTROL BOARD
1001 I Street, Sacramento, California 95814
ORDER WQ 2022-0103-DWQ

STATEWIDE WASTE DISCHARGE REQUIREMENTS

GENERAL ORDER FOR SANITARY SEWER SYSTEMS

This Order was adopted by the State Water Resources Control Board on December 6, 2022.
This Order shall become effective **180 days after the Adoption Date of this General Order,** on June 5, 2023. The Enrollee shall comply with the requirements of this Order upon the Effective Date of this General Order.

This General Order does not convey any property rights of any sort or any exclusive privileges. The requirements prescribed herein do not authorize the commission of any act causing injury to persons or property, protect the Enrollee from liability under federal, state, or local laws, nor create a vested right for the Enrollee to continue the discharge of waste.

CERTIFICATION

I, Jeanine Townsend, Clerk to the Board, do hereby certify that this Order with all attachments is a full, true, and correct copy of the Order adopted by the State Water Board on December 6, 2022.

AYE:	Chair E. Joaquin Esquivel Vice Chair Dorene D'Adamo Board Member Sean Maguire Board Member Laurel Firestone Board Member Nichole Morgan
NAY:	None
ABSENT:	None
ABSTAIN:	None

Courtney Tyler for
Jeanine Townsend
Clerk to the Board

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1. INTRODUCTION

This General Order regulates sanitary sewer systems designed to convey sewage. For the purpose of this Order, a sanitary sewer system includes, but is not limited to, pipes, valves, pump stations, manholes, siphons, wet wells, diversion structures and/or other pertinent infrastructure, upstream of a wastewater treatment plant headworks. A sanitary sewer system includes:

- Laterals owned and/or operated by the Enrollee;
- Satellite sewer systems; and/or
- Temporary conveyance and storage facilities, including but not limited to temporary piping, vaults, construction trenches, wet wells, impoundments, tanks and diversion structures.

Sewage is untreated or partially treated domestic, municipal, commercial and/or industrial waste (including sewage sludge), and any mixture of these wastes with inflow or infiltration of stormwater or groundwater, conveyed in a sanitary sewer system. Sewage contains high levels of suspended solids, non-digested organic waste, pathogenic bacteria, viruses, toxic pollutants, nutrients, oxygen-demanding organic compounds, oils, grease, pharmaceuticals, and other harmful pollutants.

For the purpose of this General Order, a spill is a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure. Sewage and its associated wastewater spilled from a sanitary sewer system may threaten public health, beneficial uses of waters of the State, and the environment.

This General Order serves as statewide waste discharge requirements and supersedes the previous State Water Resources Control Board (State Water Board) Order 2006-0003-DWQ and amendments thereafter. All sections and attachments of this General Order are enforceable by the State Water Board and Regional Water Quality Control Boards (Regional Water Boards). Through this General Order, the State Water Board requires an Enrollee to:

- Comply with federal and state prohibitions of discharge of sewage to waters of the State, including federal waters of the United States;
- Comply with specifications, and notification, monitoring, reporting and recordkeeping requirements in this General Order that implement the federal Clean Water Act, the California Water Code (Water Code), water quality control plans (including Regional Water Board Basin Plans) and policies;
- Proactively operate and maintain resilient sanitary sewer systems to prevent spills;
- Eliminate discharges of sewage to waters of the State through effective implementation of a Sewer System Management Plan;
- Monitor, track, and analyze spills for ongoing system-specific performance improvements; and
- Report noncompliance with this General Order per reporting requirements.

An Enrollee is a public, private, or other non-governmental entity that has obtained approval for regulatory coverage under this General Order, including:

- A state agency, municipality, special district, or other public entity that owns and/or operates one or more sanitary sewer systems:
  - greater than one (1) mile in length (each individual sanitary sewer system);
  - one (1) mile or less in length where the State Water Board or a Regional Water Board requires regulatory coverage under this Order; or
- A federal agency, private company, or other non-governmental entity that owns and/or operates a sanitary sewer system of any size where the State Water Board or a Regional Water Board requires regulatory coverage under this Order in response to a history of spills, proximity to surface water, or other factors supporting regulatory coverage.

For the purpose of this Order, a sanitary sewer system includes only systems owned and/or operated by the Enrollee.

2. REGULATORY COVERAGE AND APPLICATION REQUIREMENTS

2.1. Requirements for Continuation of Existing Regulatory Coverage

To continue regulatory coverage from previous Order 2006-0003-DWQ under this General Order, **within the 60-days-prior-to the Effective Date of this General Order**, the Legally Responsible Official of an existing Enrollee shall electronically certify the Continuation of Existing Regulatory Coverage form in the online California Integrated Water Quality System (CIWQS) Sanitary Sewer System Database. The Legally Responsible Official will receive an automated CIWQS-issued Notice of Applicability email, confirming continuation of regulatory coverage under this General Order. All regulatory coverage under previous Order 2006-0003-DWQ will cease on the Effective Date of this Order.

An Enrollee continuing existing regulatory coverage is not required to submit a new application package or pay an application fee for enrollment under this General Order. The annual fee due date for continued regulatory coverage from previous Order 2006-0003-DWQ to this General Order remains unchanged.

A previous Enrollee of Order 2006-0003-DWQ that fails to certify the Continuation of Existing Regulatory Coverage form in the online CIWQS database by the Effective Date of this Order is considered a New Applicant, and will not have regulatory coverage for its sanitary sewer system(s) until:

- A new application package for system(s) enrollment is submitted per section 2.2 (Requirements for New Regulatory Coverage) below; and
- The new application package is approved per section 2.2.2 (Approval of Application Package (For New Applicants Only)).

2.2. Requirements for New Regulatory Coverage

No later than 60 days prior to commencing and/or assuming operation and maintenance responsibilities of a sanitary sewer system, a duly authorized representative that

maintains legal authority over the public or private sanitary sewer system is required to enroll under this General Order by submitting a complete application package as specified below and as provided in Attachment B (Application for Enrollment Form) of this General Order.

Unless required by a Regional Water Board, a public agency that owns a combined sewer system subject to the Combined Sewer Overflow Control Policy (33 U.S. Code § 1342(q)), is not required to enroll, under this Order, the portions of its sanitary sewer system(s) that collects combined sanitary wastewater and stormwater.

2.2.1. Application Package Requirements

The Application for Enrollment package for new applicants must include the following items:

- **Application for Enrollment Form**. The form in Attachment B of this General Order must be completed, signed, and certified by a Legally Responsible Official, in accordance with section 5.1 (Designation of a Legally Responsible Official) of this General Order. If an electronic Application for Enrollment form is available at the time of application, a new applicant shall submit its application form electronically; and
- **Application Fee**. A fee payable to the "State Water Resources Control Board" in accordance with the Fee Schedule in the California Code of Regulations, Title 23, section 2200, or subsequent fee regulations updates.

  The application fee for this General Order is based on the sanitary sewer system's threat to water quality and complexity designations of category 2C or 3C, which is assigned based on the population served by the system. The current Fee Schedule for sanitary sewer systems is listed under subdivision (a)(2) at the following website: Fee Schedule (https://www.waterboards.ca.gov/resources/fees/water_quality/).

2.2.2. Approval of Application Package (For New Applicants Only)

The Deputy Director of the State Water Board, Division of Water Quality (Deputy Director) will consider approval of each complete Application for Enrollment package. The Deputy Director will issue a Notice of Applicability letter which serves as approved regulatory coverage for the new Enrollee.

If the submitted application package is not complete in accordance with section 2.2.1 (Application Package Requirements) of this General Order, the Deputy Director will send a response letter to the applicant outlining the application deficiencies. The applicant will have 60 days from the date of the response letter to correct the application deficiencies and submit the identified items necessary to complete the application package to the State Water Board.

2.2.3. Electronic Reporting Account for New Enrollee

Within 30 days after the date of the Approval of Complete Application Package for System Enrollment, a duly authorized representative for the Enrollee shall obtain a CIWQS Sanitary Sewer System Database user account by clicking the "User Registration" button and following the directions on the CIWQS Login Page

(https://ciwqs.waterboards.ca.gov). If additional assistance is needed to establish an online CIWQS user account, contact State Water Board staff by email at CIWQS@waterboards.ca.gov. The online user account will provide the Enrollee secure access to the online CIWQS database for electronic reporting.

2.3. Regulatory Coverage Transfer

Regulatory coverage under this General Order is not transferable to any person or party except after an existing Enrollee submits a written request for a regulatory coverage transfer to the Deputy Director, at least 60 days in advance of any proposed system ownership transfer. The written request must include a written agreement between the existing Enrollee and the new Enrollee containing:

- Acknowledgement that the transfer of ownership is solely of an existing system with an existing waste discharge identification (WDID) number;
- The specific ownership transfer date in which the responsibility and regulatory coverage transfer between the existing Enrollee and the new Enrollee becomes effective; and
- Acknowledgement that the existing Enrollee is liable for violations occurring up to the ownership transfer date and that the new Enrollee is liable for violations occurring on and after the ownership transfer date.

The Deputy Director will consider approval of the written request. If approved, the Deputy Director will issue a Notice of Applicability letter which serves as an approved transfer of regulatory coverage to the new Enrollee.

3. FINDINGS

3.1. Legal Authorities

3.1.1. Federal and State Regulatory Authority

The objective of the Clean Water Act is to restore and maintain the chemical, physical, and biological integrity of the waters of the United States (33 U.S.C. 1251). The Water Code authorizes the State Water Board to implement the Clean Water Act in the State and to protect the quality of all waters of the State (Water Code sections 13000 and 13160).

3.1.2. Discharge of Sewage

A discharge of untreated or partially treated sewage is a discharge of waste as defined in Water Code section 13050(d) that could affect the quality of waters of the State and is subject to regulation by waste discharge requirements issued pursuant to Water Code section 13263 and Chapter 9, Division 3, Title 23 of the California Code of Regulations. A discharge of sewage may pollute and alter the quality of the waters of the State to a degree that unreasonably affects the beneficial uses of the receiving water body or facilities that serve those beneficial uses (Water Code section 13050(l)(1)).

3.1.3 Water Boards Authority to Require Technical Reports, Monitoring, and Reporting

Water Code sections 13267 and 13383 authorize the Regional Water Boards and the State Water Board to establish monitoring, inspection, entry, reporting, and recordkeeping requirements. Water Code section 13267(b), authorizes the Regional Water Boards to "require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within its region… or is suspected of having discharged or discharging, or who proposes to discharge, waste outside of its region that could affect the quality of water within its region shall furnish, under penalty of perjury, technical or monitoring reports which the regional board requires…In requiring those reports, the regional board shall provide the person with a written explanation with regard to the need for the reports and shall identify the evidence that supports requiring that person to provide the reports." Water Code section 13267(f) authorizes the State Water Board to require this information if it consults with the Regional Water Boards and determines that it will not duplicate the efforts of the Regional Water Boards. The State Water Board has consulted with the Regional Water Boards and made this determination.

The technical and monitoring reports required by this General Order and Attachment E (Notification, Monitoring, Reporting and Recordkeeping Requirements) are necessary to evaluate and ensure compliance with this General Order. The effort to develop required technical reports will vary depending on the system size and complexity and the needs of the specific technical report. The burden and cost of these reports are reasonable and consistent with the interest of the state in protecting water quality, which is the primary purpose of requiring the reports.

Water Code section 13383(a) authorizes the Water Boards to "establish monitoring, inspection, entry, reporting, and recordkeeping requirements… for any person who discharges, or proposes to discharge, to navigable waters, any person who introduces pollutants into a publicly owned treatment works, any person who owns or operates, or proposes to own or operate, a publicly owned treatment works or other treatment works treating domestic sewage, or any person who uses or disposes, or proposes to use or dispose, of sewage sludge." Section 13383(b) continues, "the state board or the regional boards may require any person subject to this section to establish and maintain monitoring equipment or methods, including, where appropriate, biological monitoring methods, sample effluent as prescribed, and provide other information as may be reasonably required."

Reporting of spills from privately owned sewer laterals and systems pursuant to section 5.15 (Voluntary Reporting of Spills from Privately-Owned Sewer Laterals and/or Private Sanitary Sewer Systems) of this General Order is authorized by Water Code section 13225(c) and encouraged by the State Water Board, wherein a local agency may investigate and report on any technical factors involved in water quality control provided the burden including costs of such reports bears a reasonable relationship to the need for the report and the benefits to be obtained therefrom. The burden of reporting private spills under section 5.15 (Voluntary Reporting of Spills from Privately-Owned Sewer Laterals and/or Private Sanitary Sewer Systems) is minimal and is outweighed by the benefit of providing Regional Water Boards an opportunity to respond to these spills

when an Enrollee, which in many cases has a contractual relationship with the owner of the private system, has knowledge of the spills.

3.1.4. Water Board Authority to Prescribe General Waste Discharge Requirements

Water Code section 13263(i) provides that the State Water Board may prescribe general waste discharge requirements for a category of discharges if the State Water Board finds or determines that:

- The discharges are produced by the same or similar operations;
- The discharges involve the same or similar types of waste;
- The discharges require the same or similar treatment standards; and
- The discharges are more appropriately regulated under general waste discharge requirements than individual waste discharge requirements.

Since 2006, the State Water Board has been regulating over 1,100 publicly owned sanitary sewer systems (See section 3.1.5 (Previous Statewide General Waste Discharge Requirements) of this General Order). California also has a large unknown number of unregulated privately owned sanitary sewer systems. All waste conveyed in publicly owned and privately owned sanitary sewer systems (as defined in this General Order) is comprised of untreated or partially treated domestic waste and/or industrial waste. Generally, sanitary sewer systems are designed and operated to convey waste by gravity or under pressure; system-specific design elements and system-specific operations do not change the common nature of the waste, the common threat to public health, or the common impacts on water quality. Spills of waste from a sanitary sewer system prior to reaching the ultimate downstream treatment facility are unauthorized and enforceable by the State Water Board and/or a Regional Water Board. Therefore, spills from sanitary sewer systems are more appropriately regulated under general waste discharge requirements.

As specified in Water Code sections 13263(a) and 13241, the implementation of requirements set forth in this Order is for the reasonable protection of past, present, and probable future beneficial uses of water and the prevention of nuisance. The requirements implement the water quality control plans (Basin Plans) for each Regional Water Board and take into account the environmental characteristics of sewer service areas and hydrographic units within the state. Additionally, the State Water Board has considered water quality conditions that could reasonably be achieved through the coordinated control of all factors that affect water quality, costs associated with compliance with these requirements, the need for developing housing within California, and the need to protect sources of drinking water and other water supplies.

3.1.5. Previous Statewide General Waste Discharge Requirements

On May 2, 2006, the State Water Board adopted Order 2006-0003-DWQ serving as Waste Discharge Requirements pursuant to Article 4, Chapter 4, Division 7 of the Water Code (commencing with section 13260) for inadvertent discharges to waters of the State. Order 2006-0003-DWQ prohibited discharges of untreated or partially treated sewage. Order 2006-0003-DWQ also required system-specific management, operation, and maintenance of publicly owned sewer systems greater than one mile in length.

To decrease the impacts on human health and the environment caused by sewage spills, the previous Order required enrollees to develop a rehabilitation and replacement plan that identifies system deficiencies and prioritizes short-term and long-term rehabilitation actions. The previous Order also required enrollees to:

1. Maintain information that can be used to establish and prioritize appropriate Sewer System Management Plan activities; and
2. Implement a proactive approach to reduce spills.

The previous Order required Sewer System Management Plan elements for "the proper and efficient management, operation, and maintenance of sanitary sewer systems, while taking into consideration risk management."

On July 30, 2013, the State Water Board amended General Order 2006-0003-DWQ with Order WQ 2013-0058-EXEC, Amending Monitoring and Reporting Program for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.

Many enrollees of Order 2006-0003-DWQ have already implemented proactive measures to reduce sewage spills. Other enrollees, however, still need technical assistance and funding to improve sanitary sewer system operation and maintenance for the reduction of sewage spills.

3.1.6. Existing Memorandum of Agreement with California Water Environment Association

The California Water Environment Association is a nonprofit organization dedicated to providing water industry certifications, training, and networking opportunities. The Association's Technical Certification Program provides accredited sanitary sewer system operator certification for collection system operators and maintenance workers.

On February 10, 2016, the State Water Board entered into a collaborative agreement with the Association titled *Memorandum of Agreement Between the California State Water Resources Control Board and the California Water Environment Association - Training Regarding Requirements Set Forth in Statewide General Waste Discharge Requirements for Sanitary Sewer Systems*. The Memorandum sets forth collaborative training necessary for regulated sanitary sewer system personnel to operate and maintain a well operating system and ensure full compliance with statewide sewer system regulations.

On March 15, 2018, the State Water Board and the California Water Environment Association amended the existing Memorandum of Agreement to include collaborative outreach and expand training needs associated with further updates to Water Board regulations for sanitary sewer systems. The State Water Board encourages further Agreement updates as necessary to support improved sewer system operations and the professionalism of collection system operators.

3.2. General

3.2.1. Waters of the State

Waters of the State include any surface water or groundwater, including saline waters, within the boundaries of the state as defined in Water Code section 13050(e), and are inclusive of waters of the United States.

3.2.2. Sanitary Sewer System Spill Threats to Public Health and Beneficial Uses

Sewage contains high levels of suspended solids, pathogenic organisms, toxic pollutants, nutrients, oxygen-demanding organic compounds, oil and grease and other pollutants. Sewage spills may cause a public nuisance, particularly when sewage is discharged to areas with high public exposure such as streets and surface waters used for drinking, irrigation, fishing, recreation, or other public consumption or contact uses.

More specifically, sanitary sewer spills may:

- Adversely affect aquatic life and/or threaten water quality when reaching receiving waters;
- Inadvertently release trash, including plastics;
- Impair the recreational use and aesthetic enjoyment of surface waters by polluting surface water or groundwater;
- Threaten public health through direct public exposure to bacteria, viruses, intestinal parasites, and other microorganisms that can cause serious illness such as gastroenteritis, hepatitis, cryptosporidiosis, and giardiasis;
- Negatively impact ecological receptors and biota within surface waters; and
- Cause nuisance including odors, closure of beaches and recreational areas, and property damage.

Sanitary sewer system spills may pollute receiving waters and threaten beneficial uses of surface water and groundwater. Potentially threatened beneficial uses include, but are not limited to the following (with associated acronym representations as included in statewide water quality control plans and Regional Water Boards' Basin Plans):

- Municipal and Domestic Supply (MUN)
- Water Contact Recreation (REC-1) and Non-Contact Water Recreation (REC-2)
- Cold Freshwater Habitat (COLD)
- Warm Freshwater Habitat (WARM)
- Native American Culture (CUL)
- Wildlife Habitat (WILD)
- Rare, Threatened, or Endangered Species (RARE)
- Spawning, Reproduction, and/or Early Development (SPWN)
- Wetland Habitat (WET)
- Agricultural Supply (AGR)
- Estuarine Habitat (EST)

- Commercial and Sport Fishing (COMM)
- Subsistence Fishing (SUB)
- Tribal Tradition and Culture (CUL)
- Tribal Subsistence Fishing (T-SUB)
- Aquaculture (AQUA)
- Marine Habitat (MAR)
- Preservation of Biological Habitats of Special Significance (BIOL)
- Migration of Aquatic Organisms (MIGR)
- Shellfish Harvesting (SHELL)
- Industrial Process Supply (PROC)
- Industrial Service Supply (IND)
- Hydropower Generation (POW)
- Navigation (NAV)
- Flood Peak Attenuation/Flood Water Storage (FLD)
- Water Quality Enhancement (WQE)
- Fresh Water Replenishment (FRSH)
- Groundwater Recharge (GWR)
- Inland Saline Water Habitat (SAL)

3.2.3. Proactive Sanitary Sewer System Management to Eliminate Spill Causes

Finding 3 of the previous Order, 2006-0003-DWQ, states: “Sanitary sewer systems experience periodic failures resulting in discharges that may affect waters of the state. There are many factors (including factors related to geology, design, construction methods and materials, age of the system, population growth, and system operation and maintenance), which affect the likelihood of an SSO [sanitary sewer overflow]. A proactive approach that requires Enrollees to ensure a system-wide operation, maintenance, and management plan is in place will reduce the number and frequency of SSOs within the state. This approach will in turn decrease the risk to human health and the environment caused by SSOs.”

Many spills are preventable through proactive attention on sanitary sewer system management using the best practices and technologies available to address major causes of spills, including but not limited to:

- Blockages from sources including but not limited to:
  - Fats, oils and grease;
  - Tree roots;
  - Rags, wipes and other paper, cloth and plastic products; and
  - Sediment and debris.
- Sewer system damage and exceedance of sewer system hydraulic capacity from identified system-specific environmental, and climate-change impacts, including but not limited to:

- Sea level rise impacts including flooding, coastal erosion, seawater intrusion, tidal inundation and submerged lands;
- Increased surface water flows due to higher intensity rain events;
- Flooding;
- Wildfires and wildfire induced impacts;
- Earthquake induced damage;
- Landslides; and
- Subsidence.

- Infrastructure deficiencies and failures, including but not limited to:
  - Pump station mechanical failures;
  - System age;
  - Construction material failures;
  - Manhole cover failures;
  - Structural failures; and
  - Lack of proper operation and maintenance.
- Insufficient system capacity (temporary or sustained), due to factors including but not limited to:
  - Excessive and/or increased storm or groundwater inflow/infiltration;
  - Insufficient capacity due to population increase and/or new connections from industrial, commercial and other system users; and
  - Stormwater capture projects utilizing a sanitary sewer system to convey stormwater to treatment facilities for reuse.
- Community impacts, including but not limited to:
  - Power outages;
  - Vandalism; and
  - Contractor-caused or other third party-caused damages.

3.2.4. Underground Sanitary Sewer System Leakage

Portions of some sanitary sewer systems may leak, causing underground exfiltration (exiting) of sewage from the system. Exfiltrated sewage that remains in the underground infrastructure trench and/or the soil matrix, and that does not discharge into waters of the State (surface water or groundwater) may not threaten beneficial uses.

Underground exfiltrated sewage may threaten beneficial uses if discharged to waters of the State. Exfiltrated sewage that discharges to groundwater may impact beneficial uses of groundwater and pollute groundwater supply. Additionally, if in close proximity, exfiltrated sewage may enter into a compromised underground drainage conveyance system that discharges into a water of the United States, or into groundwater that is hydrologically connected to (feeds into) a water of the United States, thus potentially causing: (1) a Clean Water Act violation, (2) threat and impact to beneficial uses, and/or (3) surface water pollution.

3.2.5. Proactive Sanitary Sewer System Management to Reduce Inflow and Infiltration

Excessive inflow (stormwater entering) and infiltration (groundwater seepage entering) to sanitary sewer systems is preventable through proactive sewer system management using the best practices and technologies available. The efficiency of the downstream wastewater treatment processes is dependent on the performance of the sanitary sewer system. When the structural integrity of a sanitary sewer system deteriorates, high volumes of inflow and infiltration can enter the sewer system. High levels of inflow and infiltration increase the hydraulic load on the downstream treatment plant, which can reduce treatment efficiency, lead to bypassing a portion of the treatment process, cause illegal discharge of partially treated effluent, or in extreme situations make biological treatment facilities inoperable (e.g., wash out the biological organisms that treat the waste).

3.3. Water Quality Control Plans, Policies and Resolutions

The nine Regional Water Boards have adopted region-specific water quality control plans (commonly referred to as Basin Plans) that designate beneficial uses, establish water quality objectives, and contain implementation programs and policies to achieve those objectives. The State Water Board has adopted statewide water quality control plans, policies and resolutions establishing statewide water quality objectives, implementation programs and initiatives.

3.3.1. State Water Board Antidegradation Policy

On October 28, 1968, the State Water Board adopted Resolution 68-16, titled Statement of Policy with Respect to Maintaining High Quality of Waters in California, which incorporates the federal antidegradation policy. Resolution 68-16 requires that existing water quality be maintained unless degradation is justified based on specific findings.

The continued prohibition of sewage discharges from sanitary sewer systems into waters of the State aligns with Resolution 68-16. A sewage discharge from sanitary sewers to waters of the State is prohibited by this Order. Therefore, this Order does not allow degradation of waters of the State. In addition, this Order: (1) further expands the existing prohibition of sewage discharges to include waters of the State, in addition to waters of the United States as provided in previous Order 2006-0003-DWQ, and (2) enhances the ability for Water Board enforcement of violations of the established prohibitions.

3.3.2. State Water Board Sources of Drinking Water Policy

On May 19,1988, the State Water Board adopted Resolution 88-63 (amended on February 1, 2006), titled Sources of Drinking Water, establishing state policy that all waters of the State, with certain exceptions, are suitable or potentially suitable for municipal or domestic supply.

3.3.3. State Water Board Cost of Compliance Resolution

On September 24, 2013, the State Water Board adopted Resolution 2013-0029, titled Directing Actions in Response to Efforts by Stakeholders on Reducing Costs of

Compliance While Maintaining Water Quality Protection. Through this resolution, the State Water Board committed to continued stakeholder engagement in identifying and implementing measures to reduce costs of compliance with regulatory orders while maintaining water quality protection and improving regulatory program outcomes.

3.3.4. State Water Board Human Right to Water Resolution

On February 16, 2016, the State Water Board adopted Resolution 2016-0010, titled Adopting the Human Right to Water as a Core Value and Directing its Implementation in Water Board Programs and Activities, addressing the human right to water as a core value and directing Water Board programs to implement requirements to support safe drinking water for all Californians.

On November 16, 2021, the State Water Board adopted Resolution 2021-0050 titled Condemning Racism, Xenophobia, Bigotry, and Racial Injustice, and Strengthening Commitment to Racial Equity, Diversity, Inclusion, Access, and Anti-racism. Among other actions, through Resolution 2021-0050, the State Water Board, in summary as corresponding to this General Order, reaffirms its commitment to its Human Right to Water resolution, upholding that every human being in California deserves safe, clean, affordable, and accessible water for human consumption, cooking, and sanitation purposes. Resolution 2021-0050 provides the State Water Board commitment to:

- Protect public health and beneficial uses of waterbodies in all communities, including communities disproportionately burdened by wastes discharge of waste to land and surface water;
- Restore impaired surface waterbodies and degraded aquifers; and
- Promote multi-benefit water quality projects.

Through Resolution 2021-0050, the State Water Board also commits to expanding implementation of its Climate Change Resolution to address the disproportionate effects of extreme hydrologic conditions and sea-level rise on Black, Indigenous, and people of color communities, prioritizing:

- The right to safe, clean, affordable, and accessible drinking water and sanitation;
- Sustainable management and protection of local groundwater resources;
- Healthy watersheds; and
- Access to surface waterbodies that support subsistence fishing.

On June 7, 2022, the State Water Board adopted a Resolution, titled Authorizing the Executive Director or Designee to Enter into One or More Multi-Year Contracts Up to a Combined Sum of $4,000,000 for a Statewide Wastewater Needs Assessment, supporting the equitable access to sanitation for all Californians and implementation of Resolutions 2016-0010 and 2021-0050.

This General Order supports the State Water Board priority in collecting a comprehensive set of data for California's wastewater systems, including sanitary sewer systems. Data reported per the requirements of this Order will be used with data from other Water Boards' programs, to further develop criteria and create a statewide risk

framework to prioritize critical funding and infrastructure investments for California's most vulnerable populations, including disadvantaged or severely disadvantaged communities with inadequate or failing sanitation systems and threatened access to healthy drinking water supplies.

3.3.5. State Water Board Open Data Resolution

On July 10, 2018, the State Water Board adopted Resolution 2018-0032, titled Adopting Principles of Open Data as a Core Value and Directing Programs and Activities to Implement Strategic Actions to Improve Data Accessibility and Associated Innovation, directing regulatory programs to assure all monitoring and reporting requirements support the State Water Boards' Open Data Initiative.

3.3.6. State Water Board Response to Climate Change

On March 7, 2017, the State Water Board adopted Resolution 2017-0012, titled Comprehensive Response to Climate Change, requiring a proactive response to climate change in all California Water Board actions, with the intent to embed climate change consideration into all programs and activities.

3.4. California Environmental Quality Act

The adoption of this Order is an action to reissue general waste discharge requirements that is exempt from the California Environmental Quality Act (Public Resources Code section 21000 et seq.) because it is an action taken by a regulatory agency to assure the protection of the environment and the regulatory process involves procedures for protection of the environment (Cal. Code Regs., Title 14, section 15308). In addition, the action to adopt this Order is exempt from CEQA pursuant to Cal. Code Regs., Title 14, section 15301, to the extent that it applies to existing sanitary sewer collection systems that constitute "existing facilities" as that term is used in sections 15301 and 15302, to the extent that it results in the repair or replacement of existing systems involving negligible or no expansion of capacity.

3.5. State Water Board Funding Assistance for Compliance with Water Board Water Quality Orders

The State Water Board, Division of Financial Assistance administers the implementation of the State Water Board financial assistance programs, per Board-adopted funding policies. Among other funding areas, the Division administers loan and grant funding for the planning and construction of wastewater and water recycling facilities per funding program-specific policies and guidelines. Applicants may apply for Clean Water State Revolving Fund low-interest loan, Small Community Wastewater grant funding assistance, and other funding available at the time of application, for some of the costs associated with complying with this General Order.

Funding applicants may obtain further information regarding current funding opportunities, and Division of Financial Assistance staff contact information at the following website: Financial Assistance Funding - Grants and Loans | California State Water Resources Control Board.
(https://www.waterboards.ca.gov/water_issues/programs/grants_loans/)

Section 13477.6 of the Water Code authorizes the Small Community Grant Fund. The Small Community Grant Fund allows the State Water Board to provide grant funding assistance to small, disadvantaged communities and small severely disadvantaged communities that may not otherwise be able to afford a loan or similar financing for projects to comply with requirements of this General Order. The State Water Board also considers loan forgiveness on a disadvantaged community-specific basis.

For disadvantaged communities' wastewater needs, the State Water Board places priority on the funding of projects that address:

- Public health;
- Violations of waste discharge requirements and National Pollutant Discharge Elimination System (NPDES) permits;
- Providing sewer system service to existing septic tank owners; and
- High priority public health and water quality concerns identified by a Regional Water Board.

3.6. Notification to Interested Parties

On January 31, 2022, the State Water Board notified interested parties and persons of its intent to reissue Sanitary Sewer Systems General Order 2006-0003-DWQ by issuing a draft General Order for a 60-day public comment period. State Water Board staff conducted extensive stakeholder outreach and encouraged public participation in the adoption process for this General Order. On March 15, 2022, the State Water Board held a public meeting to hear and consider oral public comments. The State Water Board considered all public comments prior to adopting this General Order.

THEREFORE, IT IS HEREBY ORDERED, that pursuant to Water Code sections 13263, 13267, and 13383 this General Order supersedes Order 2006-0003-DWQ, Order WQ 2013-0058-EXEC, and any amendments made to these Orders thereafter, except for enforcement purposes and to meet the provisions contained in Division 7 of the Water Code (commencing with section 13000) and regulations adopted thereunder, and the provisions of the Clean Water Act and regulations and guidelines adopted thereunder, the Enrollee shall comply with the requirements in this Order.

4. PROHIBITIONS

4.1 Discharge of Sewage from a Sanitary Sewer System

Any discharge from a sanitary sewer system that has the potential to discharge to surface waters of the State is prohibited unless it is promptly cleaned up and reported as required in this General Order.

4.2. Discharge of Sewage to Waters of the State

Any discharge from a sanitary sewer system, discharged directly or indirectly through a drainage conveyance system or other route, to waters of the State is prohibited.

4.3. Discharge of Sewage Creating a Nuisance

Any discharge from a sanitary sewer system that creates a nuisance or condition of pollution as defined in Water Code section 13050(m) is prohibited.

5. SPECIFICATIONS

5.1. Designation of a Legally Responsible Official

The Enrollee shall designate a Legally Responsible Official that has authority to ensure the enrolled sanitary sewer system(s) complies with this Order, and is authorized to serve as a duly authorized representative. The Legally Responsible Official must have responsibility over management of the Enrollee's entire sanitary sewer system, and must be authorized to make managerial decisions that govern the operation of the sanitary sewer system, including having the explicit or implicit duty of making major capital improvement recommendations to ensure long-term environmental compliance. The Legally Responsible Official must have or have direct authority over individuals that:

- Possess a recognized degree or certificate related to operations and maintenance of sanitary sewer systems, and/or
- Have professional training and experience related to the management of sanitary sewer systems, demonstrated through extensive knowledge, training and experience.

For example, a sewer system superintendent or manager, an operations manager, a public utilities manager or director, or a district engineer may be designated as a Legally Responsible Official.

The Legally Responsible Official shall complete the electronic CIWQS "User Registration" form (https://ciwqs.waterboards.ca.gov/ciwqs/newUser.jsp). A Legally Responsible Official that represents multiple enrolled systems shall complete the electronic CIWQS "User Registration" form for each system.

The Enrollee shall submit any change to its Legally Responsible Official, and/or change in contact information, to the State Water Board within 30 calendar days of the change by emailing ciwqs@waterboards.ca.gov and copying the appropriate Regional Water Board as provided in Attachment F (Regional Water Quality Control Board Contact Information) of this General Order.

5.2. Sewer System Management Plan Development and Implementation

To facilitate adequate local funding and management of its sanitary sewer system(s), the Enrollee shall develop and implement an updated Sewer System Management Plan. The scale and complexity of the Sewer System Management Plan, and specific elements of the Plan, must match the size, scale and complexity of the Enrollee's sanitary sewer system(s). The Sewer System Management Plan must address, at minimum, the required Plan elements in Attachment D (Sewer System Management Plan – Required Elements) of this General Order. To be effective, the Sewer System Management Plan must include procedures for the management, operation, and maintenance of the sanitary sewer system(s). The procedures must: (1) incorporate the

prioritization of system repairs and maintenance to proactively prevent spills, and (2) address the implementation of current standard industry practices through available equipment, technologies, and strategies.

For an existing Enrollee under Order 2006-0003-DWQ that has certified its Continuation of Existing Regulatory Coverage, per section 2.1 (Requirements for Continuation of Existing Regulatory Coverage) of this General Order:

Within six (6) months of the Adoption Date of this General Order:

- The Legally Responsible Official shall upload the Enrollee's existing Sewer System Management Plan to the online CIWQS Sanitary Sewer System Database.

For a new Enrollee:

Within twelve (12) months of the Application for Enrollment approval date:

- The governing entity of the new Enrollee shall approve its Sewer System Management Plan; and
- The Legally Responsible Official shall certify and upload its Sewer System Management Plan to the online CIWQS Sanitary Sewer System Database.

5.3. Certification of Sewer System Management Plan and Plan Updates

The Legally Responsible Official shall certify and upload its Sewer System Management Plan and all subsequent updates to the online CIWQS Sanitary Sewer System Database.

5.4. Sewer System Management Plan Audits

The Enrollee shall conduct an internal audit of its Sewer System Management Plan, and implementation of its Plan, at a minimum frequency of once every three years. The audit must be conducted for the period after the end of the Enrollee's last required audit period. **Within six months after the end of the required 3-year audit period**, the Legally Responsible Official shall submit an audit report into the online CIWQS Sanitary Sewer System Database per the requirements in section 3.10 (Sewer System Management Plan Audit Reporting Requirements) of Attachment E1 of this General Order.

Audit reports submitted to the CIWQS Sanitary Sewer System Database will be viewable only to Water Boards staff.

The internal audit shall be appropriately scaled to the size of the system(s) and the number of spills. The Enrollee's sewer system operators must be involved in completing the audit. At minimum, the audit must:

- Evaluate the implementation and effectiveness of the Enrollee's Sewer System Management Plan in preventing spills;
- Evaluate the Enrollee's compliance with this General Order;
- Identify Sewer System Management Plan deficiencies in addressing ongoing spills and discharges to waters of the State; and

- Identify necessary modifications to the Sewer System Management Plan to correct deficiencies.

The Enrollee shall submit a complete audit report that includes:

- Audit findings and recommended corrective actions;
- A statement that sewer system operators' input on the audit findings has been considered; and
- A proposed schedule for the Enrollee to address the identified deficiencies.

A new Enrollee of this General Order (that did not have a sanitary sewer system enrolled in the previous State Water Board Order 2006-0003-DWQ) shall conduct its first internal Sewer System Management Plan audit for the time period between the date of submittal of its certified Sewer System Management Plan and the third subsequent December 31st date. The audit report must be submitted into the online CIWQS Sanitary Sewer System Database **by July 1 of the following calendar year**.

See the following tables for clarification:

Initial Audit Period and Audit Due Date for New Enrollees

	Audit Period	Audit Due Date
New Enrollee	Certified Sewer System Management Plan Submittal Date through the third subsequent December 31st date	July 1st date after audit period
Example	*Certified Sewer System Management Plan Submittal Date of August 2, 2025* *Audit Period of August 2, 2025 through December 31, 2027*	*July 1, 2028*

Initial Audit Period for Transition from 2-Year Audit Required in Previous Order 2006-0003-DWQ to 3-Year Audit Required in this General Order

	Audit Period	Audit Due Date
An Enrollee previously regulated by Order 2006-003-DWQ	A 3-year period starting from the end of last required 2-year Audit Period	Within six months after end of 3-year Audit Period
Example	*Last required Audit Period start date of August 2, 2021;* *Audit Period of August 2, 2021 through August 1, 2024*	*February 1, 2025*

Three-Year Ongoing Audit Period

	Audit Period	Audit Due Date
Each Enrollee	A 3-year period starting from the end of last required Audit Period	Within six months after end of 3-year Audit Period

5.5. Six-Year Sewer System Management Plan Update

At a minimum, the Enrollee shall update its Sewer System Management Plan every six (6) years after the date of its last Plan Update due date. (For an Enrollee previously regulated by Order 2006-0003-DWQ, the six-year period shall commence on the due date identified in section 3.11 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this Order. The Updated Sewer System Management Plan must include:

- Elements required in Attachment D (Sewer System Management Plan – Required Elements) of this Order;
- Summary of revisions included in the Plan update based on internal audit findings; and
- Other sewer system management-related changes.

The Enrollee's governing entity shall approve the updated Plan. The Legally Responsible Official shall upload and certify the approved updated Plan in the online CIWQS Sanitary Sewer System Database in accordance with section 3.11 (Sewer System Management Plan Reporting Requirements) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order. During the time period in between Plan updates, the Enrollee shall continuously document changes to its Sewer System Management Plan in a change log attached to the Plan.

5.6. System Resilience

The Enrollee shall include and implement system-specific procedures in its Sewer System Management Plan to proactively prioritize: (1) operation and maintenance, (2) condition assessments, and (3) repair and rehabilitation, to address ongoing system resilience, as specified in Attachment D (Sewer System Management Plan – Required Elements) of this General Order.

5.7. Allocation of Resources

The Enrollee shall:

- Establish and maintain a means to manage all necessary revenues and expenditures related to the sanitary sewer system; and
- Allocate the necessary resources to its sewer system management program for:
  - Compliance with this General Order,
  - Full implementation of its updated Sewer System Management Plan,
  - System operation, maintenance, and repair, and
  - Spill responses.

5.8. Designation of Data Submitters

The Legally Responsible Official may designate one or more individuals as a Data Submitter for reporting of spill data. The Legally Responsible Official shall authorize the designation of Data Submitter(s) through the online CIWQS database (https://ciwqs.waterboards.ca.gov) prior to the individuals establishing a CIWQS user account (https://ciwqs.waterboards.ca.gov/ciwqs/newUser.jsp) and entering spill data into the online CIWQS Sanitary Sewer System Database.

The Legally Responsible Official shall submit any change to its Data Submitter(s), and/or change in Data Submitter contact information, to the State Water Board within 30 calendar days of the change, by emailing ciwqs@waterboards.ca.gov and copying the appropriate Regional Water Board as provided in Attachment F (Regional Water Quality Control Board Contact Information) of this General Order.

5.9. Reporting Certification

The Legally Responsible Official shall electronically certify, on the Enrollee's behalf, all applications, reports, the Sewer System Management Plan(s) and corresponding updates, and other information submitted electronically into the online CIWQS Sanitary Sewer System Database, as follows:

"I certify under penalty of perjury under the laws of the State of California that the electronically submitted information was prepared under my direction or supervision. Based on my inquiry of the person(s) directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete, and complies with the Statewide Sanitary Sewer Systems General Order. I am aware that there are significant penalties for submitting false information."

Hardcopy submittals to the State Water Board must be accompanied by the above certification statement.

5.10. System Capacity

The Enrollee shall maintain the system capacity necessary to convey: (1) base flows during dry weather conditions, and (2) wet weather peak flows consistent with designated local historic storms. Design storms must take into account system-specific stormwater contributions via inflow and infiltration, and location-specific depth of groundwater and storm frequencies. The Enrollee shall implement capital improvements to provide adequate hydraulic capacity to:

- Meet or exceed the design criteria as defined in the Enrollee's System Evaluation and Capacity Assurance element of its Sewer System Management Plan; and
- Prevent system capacity-related spills, and adverse impacts to the treatment efficiency of downstream wastewater treatment facilities.

5.11. System Performance Analysis

The Enrollee shall include a running 10-year system performance analysis in its Annual Report. The analysis must include two CIWQS-generated graphs presenting the following information:

Graph 1 – Total Spill Volume per Year:

X axis: A 10-year period which includes the current calendar year and the nine previous calendar years;

Y axis: The total spill volume, per Spill Category, for each calendar year.

Graph 2 – Total Number of Spills per Year:

X axis: A 10-year period which includes the current calendar year and the nine previous calendar years;

Y axis: The total number of spills, per Spill Category, for each calendar year.

The current calendar year is the calendar year covered in the Annual Report.

The Enrollee shall generate the graphs in CIWQS, using the existing data in the online CIWQS Sanitary Sewer System Database at the following graph generation link: (https://ciwqs.waterboards.ca.gov/ciwqs/readOnly/PublicReportSSOServlet?reportAction=criteria&reportId=sso_operation_report).

5.12. Spill Emergency Response Plan and Remedial Actions

For Existing Enrollees (with regulatory coverage under Order 2006-0003-DWQ):

Within six (6) months of the Adoption Date of this General Order, the Enrollee shall update and implement its Spill Emergency Response Plan, per Attachment D, section 6 (Spill Emergency Response Plan) of this General Order.

For New Enrollees:

Within six (6) months of the Application for Enrollment approval date, the Enrollee shall develop and implement a Spill Emergency Response Plan, per Attachment D, section 6 (Spill Emergency Response Plan) of this General Order.

The Enrollee shall certify, in its Annual Report, that its Spill Emergency Response Plan is up to date.

The Spill Emergency Response Plan shall include measures to protect public health and the environment. The Enrollee shall respond to spills from its system(s) in a timely manner that minimizes water quality impacts and nuisance by:

- Immediately stopping the spill and preventing/minimizing a discharge to waters of the State;
- Intercepting sewage flows to prevent/minimize spill volume discharged into waters of the State;
- Thoroughly recovering, cleaning up and disposing of sewage and wash down water; and
- Cleaning publicly accessible areas while preventing toxic discharges to waters of the State.

5.13. Notification, Monitoring, Reporting and Recordkeeping Requirements

The Enrollee shall comply with notification, monitoring, reporting, and recordkeeping requirements in Attachment E1 of this General Order.

5.13.1. Spill Categories

Individual spill notification, monitoring and reporting must be in accordance with the following spill categories:

- **Category 1 Spill**

  A Category 1 spill is a spill of any volume of sewage from or caused by a sanitary sewer system regulated under this General Order that results in a discharge to:

  - A surface water, including a surface water body that contains no flow or volume of water; or
  - A drainage conveyance system that discharges to surface waters when the sewage is not fully captured and returned to the sanitary sewer system or disposed of properly.

    Any spill volume not recovered from a drainage conveyance system is considered a discharge to surface water, unless the drainage conveyance system discharges to a dedicated stormwater infiltration basin or facility.

A spill from an Enrollee-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the Enrollee shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

- **Category 2 Spill**

  A Category 2 spill is a spill of 1,000 gallons or greater, from or caused by a sanitary sewer system regulated under this General Order that does not discharge to a surface water.

  A spill of 1,000 gallons or greater that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system, is a Category 2 spill.

- **Category 3 Spill**

  A Category 3 spill is a spill of equal to or greater than 50 gallons and less than 1,000 gallons, from or caused by a sanitary sewer system regulated under this General Order that does not discharge to a surface water.

  A spill of equal to or greater than 50 gallons and less than 1,000 gallons, that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 3 spill.

- **Category 4 Spill**

  A Category 4 spill is a spill of less than 50 gallons, from or caused by a sanitary sewer system regulated under this General Order that does not discharge to a surface water.

  A spill of less than 50 gallons that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 4 spill.

5.13.2. Annual Report

The Enrollee shall submit an Annual Report (previously termed as Collection System Questionnaire in Order 2006-0003-DWQ) as specified in section 3.9 (Annual Report) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

For new Enrollees: Within 30 days of obtaining a CIWQS account, a new Enrollee shall submit its initial Annual Report, as specified in section 3.9 (Annual Report) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

5.14. Electronic Sanitary Sewer System Service Area Boundary Map

For continuing enrollees, starting on July 1, 2025, and no later than December 31, 2025:

For new enrollees – no earlier than July 1, 2025, or within 12 months of the Application for Enrollment approval date, whichever date is later:

The Legally Responsible Official shall submit, to the State Water Board, geospatial data detailing the locations of the Enrollee's sanitary sewer system service area boundary, per the required content and specifications in section 3.8 (Electronic Sanitary Sewer System Service Area Boundary Map) of Attachment E1 of this General Order, for each system identified by a WDID number.

An Enrollee of a disadvantaged community that may need assistance developing an electronic map to comply with this requirement, may contact State Water Board staff for assistance at SanitarySewer@waterboards.ca.gov.

5.15. Voluntary Reporting of Spills from Privately-Owned Sewer Laterals and/or Private Sanitary Sewer Systems

Within 24 hours of becoming aware of a spill (as described below) from a private sewer lateral or private sanitary sewer system that is not owned/operated by the Enrollee, the Enrollee is encouraged to report the following observations to the online CIWQS Sanitary Sewer System Database at the following link: https://ciwqs.waterboards.ca.gov:

- A spill equal or greater than 1,000 gallons that discharges (or has a potential to discharge) to a water of the State, or a drainage conveyance system that discharges to waters of the State; **or**
- Any volume of sewage that discharges (or has a potential to discharge) to surface waters.

In the CIWQS module, the Enrollee is encouraged to identify:

- Time of observation;
- Description of general spill location (for example, street name and cross street names);
- Estimated volume of spill;
- If known, general description of spill destination (for example, flowing into drainage channel, flowing directly into a creek, etc.); and
- If known, name of private system owner/operator.

The CIWQS database will make the name and contact information of the entity voluntarily reporting a private spill, accessible to State and Regional Water Board staff only. The CIWQS database will only make information regarding the actual spill, accessible to the public.

5.16. Voluntary Notification of Spills from Privately-Owned Laterals and/or Systems to the California Office of Emergency Services

Upon observing or acquiring knowledge of any of the following from a private sewer lateral or private sanitary sewer system that is not owned/operated by the Enrollee, the Enrollee is encouraged to notify the California Office of Emergency Services (as provided by Health and Safety Code section 5410 et. seq. and Water Code section 13271), or inform the responsible party that State law requires such notification to the Office of Emergency Services by any person that causes or allows a sewage discharge to waters of the State:

- A spill equal to 1,000 gallons or more that discharges (or has a potential to discharge) to waters of the State, or a drainage conveyance system that discharges to waters of the State; or
- A spill of any volume to surface waters.

5.17. Unintended Failure to Report

If an Enrollee becomes aware that they unintentionally failed to submit relevant facts in any report required in this General Order, the Enrollee shall promptly notify Regional Water Board and State Water Board staff. Regional Water Board contact information is included in Attachment F of this Order. State Water Board staff shall be contacted by email at SanitarySewer@waterboards.ca.gov for assistance in formally amending the corresponding report(s) in the online CIWQS Sanitary Sewer System Database.

5.18. Duty to Report to Water Boards

In accordance with Water Code section 13267 and/or section 13383, upon request by the State Water Board Executive Director (or designee) or a Regional Water Board Executive Officer (or designee), the Enrollee shall provide the requested information which the State or Regional Water Board deems necessary to determine compliance with this General Order.

5.19. Operation and Maintenance

To prevent discharges to the environment, the Enrollee shall maintain in good working order, and operate as designed, any facility or treatment and control system designed to contain sewage and convey it to a treatment plant.

6. PROVISIONS

6.1. Enforcement Provisions

The following enforcement provisions are based on existing federal and state regulations, laws and policies, including the federal Clean Water Act, the state Water Code and the State Water Board Enforcement Policy.

6.1.1. Enforceability of Clean Water Act and Water Code Violations

Noncompliance with requirements of this General Order or discharging sewage without enrolling in this General Order constitutes a violation of the Water Code and a potential

violation of the Clean Water Act and is grounds for an enforcement action by the State Water Board or the applicable Regional Water Board. Failure to comply with the notification, monitoring, inspection, entry, reporting, and recordkeeping requirements may subject the Enrollee to administrative civil liabilities of up to $10,000 a day per violation pursuant to Water Code section 13385; up to $1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. Discharging waste not in compliance with the requirements of this General Order or the Clean Water Act may subject the Enrollee to administrative civil liabilities up to $10,000 a day per violation and additional liability up to $10 per gallon of discharge not cleaned up after the first 1,000 gallons of discharge; up to $5,000 a day per violation pursuant to Water Code section 13350 or up to $20 per gallon of waste discharged; or referral to the Attorney General for judicial civil enforcement.

6.1.2. Monetary Penalties

The Water Code provides the State and Regional Water Boards the authority to pursue formal enforcement actions, including imposing administrative liability and civil monetary penalties, for non-compliance with the requirements of this General Order and violations of the Clean Water Act.

6.1.3. Falsifying or Failure to Report

The Water Code provides that any person failing or refusing to furnish technical or monitoring program reports, as required under this General Order, or falsifying any information provided in the technical or monitoring reports is subject to administrative liability and civil monetary penalties. Any person who knowingly fails or refuses to furnish technical or monitoring program reports or falsifies any information provided in reports required by this General Order is subject to criminal penalties.

6.1.4. Severability of General Order

The provisions of this General Order are severable; if any provision of this Order, or the application of any provision of this Order to any circumstance, is held invalid, the application of such provision to other circumstances and the remainder of this Order shall not be affected thereby.

6.1.5. Indirect Discharges

In the event that a spill enters into a drainage conveyance system, the Enrollee shall take all feasible steps to prevent discharge of sewage into waters of the State by blocking or redirecting the flow in the drainage conveyance system, removing the sewage from the drainage conveyance system, and cleaning the system in a manner that does not inadvertently impact beneficial uses of the receiving water body.

6.1.6. Water Boards' Considerations for Discretionary Enforcement

Consistent with the State Water Board Enforcement Policy, when considering Water Code section 13327 factors, the State Water Board or a Regional Water Board may consider the Enrollee's efforts to contain, control, clean up, and mitigate spills. In assessing the factors, the State Water Board or the applicable Regional Water Board will consider:

- The Enrollee's compliance with this General Order with a focus on compliance with reporting requirements;
- The Enrollee's provision of adequate funding to implement the requirements of this General Order;
- The Enrollee's compliance with providing a complete and updated Sewer System Management Plan;
- The Enrollee's compliance with implementing its Sewer System Management Plan;
- The overall effectiveness of the Enrollee's Sewer System Management Plan with respect to:
    - System management, operation, and maintenance,
    - Adequate treatment facilities, sanitary sewer system facilities, and/or components with an appropriate design capacity, to reasonably prevent spills (e.g. adequately enlarging treatment or collection facilities to accommodate growth, infiltration and inflow, etc.),
    - Preventive maintenance (including cleaning, root grinding, and fats, oils, and grease control) and source control measures,
    - Implementation of backup equipment,
    - Inflow and infiltration prevention and control,
    - Appropriate sanitary sewer system capacity to prevent spills, and
    - The Enrollee's responsiveness to stop and mitigate the impact of the discharge;
- The Enrollee's compliance with identifying the cause of the spill;
- The Enrollee's use of available information and observations to accurately estimate the spill volume and identify the affected or potentially affected receiving waters;
- The Enrollee's thoroughness of cleaning up sewage in drainage conveyance systems after the spill(s);
- The Enrollee's use of water quality and biological monitoring and assessment to determine the short-term and long-term impacts to beneficial uses and the environment;
- The Enrollee's follow up actions to improve system performance;
- The Enrollee's implementation of feasible alternatives to prevent spills, such as:
    - Use of temporary storage or waste retention,
    - Reduction of system inflow and infiltration,
    - Collection and hauling of waste to a treatment facility,
    - Prevention of and/ or containment of spills due to a design storm event identified in the Enrollee's Sewer System Management Plan,

- Implementation of available equipment, technologies, strategies, and recommended industry practices for maintaining and managing sewer systems to prevent spills, and contain and eliminate discharges to waters of the State; and

- The spill duration and factors beyond the reasonable control of the Enrollee causing the event.

6.1.7. Enforcement Discretion Based on Reporting Compliance

Consistent with the State Water Board Enforcement Policy, the State Water Board or a Regional Water Board may consider the Enrollee's efforts to comply with spill reporting requirements when determining compliance with Water Code section 13267 and section 13383. When assessing Water Code section 13227 factors, the State Water Board or the applicable Regional Water Board will consider:

- The Enrollee's diligence to comply with all reporting requirements in this General Order;
- The use of best available information for the Enrollee's reporting of spill start date and start time in which the release of sewage from the sanitary sewer system initiated;
- The Enrollee's reporting of spill end date, and end time to be the date and time in which the release of sewage from the sanitary sewer system was stopped;
- The Enrollee's diligence to accurately estimate and report spill volumes;
- The Enrollee's subsequent verification and/or updates to initial Draft Spill Reports in accordance with this General Order; and
- The Enrollee's timely certification of required spill reports.

Consistent with Water Code section 13267 and section 13383, the State Water Board or a Regional Water Board may require an Enrollee to report the results of a condition assessment of a specified portion of the Enrollee's sanitary sewer system.

6.2. Other Regional Water Board Orders

It is the intent of the State Water Board that sanitary sewer systems be regulated in a manner consistent with federal and state regulations. This Order will not be interpreted or applied:

- In a manner inconsistent with the federal Clean Water Act;
- To authorize a spill or discharge that is illegal under either the Clean Water Act, the Water Code, and/or an applicable Basin Plan prohibition or water quality standard;
- To prohibit a Regional Water Board from issuing an individual National Pollutant Discharge Elimination System (NPDES) permit or individual waste discharge requirements superseding an Enrollee's regulatory coverage under this General Order for a sanitary sewer system authorized under the Clean Water Act or Water Code;

- To supersede any more specific or more stringent waste discharge requirements or enforcement orders issued by a Regional Water Board; or
- To supersede any more specific or more stringent state or federal requirements in existing regulation, an administrative/judicial order, or Consent Decree.

6.3. Sewer System Management Plan Availability

The Enrollee's updated Sewer System Management Plan must be maintained for public inspection at the Enrollee's offices and facilities and must be available to the public through CIWQS and/or on the Enrollee's website, in accordance with section 3.8 (Sewer System Management Plan Reporting Requirements) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

6.4. Entry and Inspection

6.4.1. Entry and Availability of Information

The Enrollee shall allow State and Regional Water Board staff, upon presentation of credentials and other documents as may be required by law, to:

- Enter upon the Enrollee's premises where a regulated facility or activity is located or conducted, or where records are kept under the requirements of this General Order;
- Have access to and reproduce any records required to be maintained by this General Order;
- Inspect any facility and/or equipment (including monitoring and control equipment), practices, or operations required in this General Order; and
- Sample or monitor substances or parameters for assuring compliance with this General Order, or as otherwise authorized by the Water Code.

6.4.2. Pre-Inspection Questionnaire

The Enrollee shall provide pre-inspection information to State and Regional Water Board staff through the completion of a Pre-Inspection Questionnaire provided by Water Board staff.

ATTACHMENT A - DEFINITIONS

Annual Report

An Annual Report (previously termed as Collection System Questionnaire in Order 2006-0003-DWQ) is a mandatory report in which the Enrollee provides a calendar-year update of its efforts to prevent spills.

Basin Plan

A Basin Plan is a water quality control plan specific to a Regional Water Quality Control Board (Regional Water Board), that serves as regulations to: (1) define and designate beneficial uses of surface and groundwaters, (2) establish water quality objectives for protection of beneficial uses, and (3) provide implementation measures.

Beneficial Uses

The term “Beneficial Uses” is a Water Code term, defined as the uses of the waters of the State that may be protected against water quality degradation. Examples of beneficial uses include but are not limited to, municipal, domestic, agricultural and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources or preserves.

California Integrated Water Quality System (CIWQS)

CIWQS is the statewide database that provides for mandatory electronic reporting as required in State and Regional Water Board-issued waste discharge requirements.

Data Submitter

A Data Submitter is an individual designated and authorized by the Enrollee’s Legally Responsible Official to enter spill data into the online CIWQS Sanitary Sewer System Database. A Data Submitter does not have the authority of a Legally Responsible Official to certify reporting entered into the online CIWQS Sanitary Sewer System Database.

Disadvantaged Community

A disadvantaged community is a community with a median household income of less than eighty percent (80%) of the statewide annual median household income.

For the purpose of this General Order, there is no differentiation between a small and large disadvantaged community.

Drainage Conveyance System

A drainage conveyance system is a publicly- or privately-owned separate storm sewer system, including but not limited to drainage canals, channels, pipelines, pump stations, detention basins, infiltration basins/facilities, or other facilities constructed to transport stormwater and non-stormwater flows.

Enrollee

An Enrollee is a public, private, or other non-governmental entity that has obtained approval for regulatory coverage under this General Order, including:

- A state agency, municipality, special district, or other public entity that owns and/or operates one or more sanitary sewer systems:
  - greater than one (1) mile in length (each individual sanitary sewer system);
  - one mile or less in length where the State Water Resources Control Board or a Regional Water Quality Control Board requires regulatory coverage under this Order, or
- A federal agency, private company, or other non-governmental entity that owns and/or operates a sanitary sewer system of any size where the State Water Resources Control Board or a Regional Water Quality Control Board requires regulatory coverage under this Order in response to a history of spills, proximity to surface water, or other factors supporting regulatory coverage.

Environmentally Sensitive Area

An environmentally sensitive area is a designated agricultural and/or wildlife area identified to need special natural landscape protection due to its wildlife or historical value.

Exfiltration

Exfiltration is the underground exiting of sewage from a sanitary sewer system through cracks, offset or separated joints, or failed infrastructure due to corrosion or other factors.

Flood Control Channel

A flood control channel is a channel used to convey stormwater and non-stormwater flows through and from areas for flood management purposes.

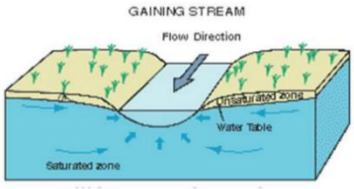
Governing Entity

A governing entity includes but is not limited to the following:

- A publicly elected governing board, council, or commission of a municipal agency;
- A Department or Division director of a federal or state agency that is not governed by a board;
- A governing board or commission of an organization or association; and
- A private system owner/manager that is not governed by a board.

Hydrologically Connected

Two waterbodies are hydrologically connected when one waterbody flows, or has the potential to flow, into the other waterbody. For the purpose of this General Order, groundwater is hydrologically connected to a surface water when the groundwater feeds into the surface water. (The surface waterbody in this example is termed a gaining stream as it gains flow from surrounding groundwater.)



Lateral (including Lower and Upper Lateral)

A lateral is an underground segment of smaller diameter pipe that transports sewage from a customer's building or property (residential, commercial, or industrial) to the Enrollee's main sewer line in a street or easement. Upper and lower lateral boundary definitions are subject to local jurisdictional codes and ordinances, or private system ownership.

A lower lateral is the portion of the lateral located between the sanitary sewer system main, and either the property line, sewer clean out, curb line, established utility easement boundary, or other jurisdictional locations.

An upper lateral is the portion of the lateral from the property line, sewer clean out, curb line, established utility easement boundary, or other jurisdictional locations, to the building or property.

Legally Responsible Official

A Legally Responsible Official is an official representative, designated by the Enrollee, with authority to sign and certify submitted information and documents required by this General Order.

Nuisance

For the purpose of this General Order, a nuisance, as defined in Water Code section 13050(m), is anything that meets all of the following requirements:

- Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property;
- Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal; and
- Occurs during, or as a result of, the treatment or disposal of wastes.

Private Sewer Lateral

A private sewer lateral is the privately-owned lateral that transports sewage from private property(ies) into a sanitary sewer system.

Private Sanitary Sewer System

A private sanitary sewer system is a sanitary sewer system of any size that is owned and/or operated by a private individual, company, corporation, or organization. A private sanitary sewer system may or may not connect into a publicly owned sanitary sewer system.

Potential to Discharge, Potential Discharge

Potential to Discharge, or Potential Discharge, means any exiting of sewage from a sanitary sewer system which can reasonably be expected to discharge into a water of the State based on the size of the sewage spill, proximity to a drainage conveyance system, and the nature of the surrounding environment.

Receiving Water

A receiving water is a water of the State that receives a discharge of waste.

Resilience

Resilience is the ability to recover from or adjust to adversity or change, and grow from disruptions. Resilience can be built through planning, preparing for, mitigating, and adapting to changing conditions.

Sanitary Sewer System

A sanitary sewer system is a system that is designed to convey sewage, including but not limited to, pipes, manholes, pump stations, siphons, wet wells, diversion structures and/or other pertinent infrastructure, upstream of a wastewater treatment plant headworks, including:

- Laterals owned and/or operated by the Enrollee;
- Satellite sewer systems; and/or
- Temporary conveyance and storage facilities, including but not limited to temporary piping, vaults, construction trenches, wet wells, impoundments, tanks and diversion structures.

For purpose of this Order, sanitary sewer systems include only systems owned and/or operated by the Enrollee.

Satellite Sewer System

A satellite sewer system is a portion of a sanitary sewer system owned or operated by a different owner than the owner of the downstream wastewater treatment facility ultimately treating the sewage.

Sewer System Management Plan

A sewer system management plan is a living document an Enrollee develops and implements to effectively manage its sanitary sewer system(s) in accordance with this General Order.

Sewage

Sewage, and its associated wastewater, is untreated or partially treated domestic, municipal, commercial and/or industrial waste (including sewage sludge), and any mixture of these wastes with inflow or infiltration of stormwater or groundwater, conveyed in a sanitary sewer system.

Spill

A spill is a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure. Exfiltration of sewage is not considered to be a spill under this General Order if the exfiltrated sewage remains in the subsurface and does not reach a surface water of the State.

Training

Training is in-house or external education and guidance needed that provides the knowledge, skills, and abilities to comply with this General Order.

Wash Down Water

Wash down water is water used to clean a spill area.

Waste

Waste, as defined in Water Code section 13050(d), includes sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation, including waste placed within containers of whatever nature prior to, and for purposes of, disposal.

Waste Discharge Identification Number (WDID)

A waste discharge identification number (WDID) identifies each individual sanitary sewer system enrolled under this General Order. A WDID number is assigned to each enrolled system upon an Enrollee's approved regulatory coverage.

Waters of the State

Waters of the State are surface waters or groundwater within boundaries of the state as defined in Water Code section 13050(e), in which the State and Regional Water Boards have authority to protect beneficial uses. Waters of the State include, but are not limited to, groundwater aquifers, surface waters, saline waters, natural washes and pools, wetlands, sloughs, and estuaries, regardless of flow or whether water exists during dry conditions. Waters of the State include waters of the United States.

Waters of the United States

Waters of the United States are surface waters or waterbodies that are subject to federal jurisdiction in accordance with the Clean Water Act.

Water Quality Objective

A water quality objective is the limit or maximum amount of pollutant, waste constituent or characteristic, or parameter level established in statewide water quality control plans and Regional Water Boards' Basin Plans, for the reasonable protection of beneficial uses of surface waters and groundwater and the prevention of nuisance.

ATTACHMENT B – APPLICATION FOR ENROLLMENT

1. Enrollment Status: (Mark only one item)

☐ New Enrollee

☐ New Enrollee with previous regulatory coverage under Order 2006-0003-DWQ
(that failed to certify continuation of coverage in CIWQS per Order 2022-XXXX-DWQ)
Existing WDID Number: _____

2. Applicant Information:

Legally Responsible Official Submitting Application

First and Last Name: _____

Title: _____

Phone: _____

Email: _____

System Owner/Operator Name: _____

Mailing Address:_____

City, State, Zip:_____

County:_____

Sanitary Sewer System Name: _____

Regional Water Quality Control Board(s): _____

Signature and Date: _____

3. Applicant Type (Check one):

☐ City ☐ County ☐ State ☐ Federal ☐ Special District

☐ Government Combination ☐ Private ☐ Other Non-governmental Entity

4. Wastewater Treatment Plant Receiving Sanitary Sewer System Waste:

Wastewater Treatment Plant Permittee:_____

WDID No.: _____

5. Billing Information

Billing Address: _____

City, State, Zip: _____

Billing Contact Person and Title: _____

Phone and Email Address: _____

6. Application Fee:

The application fee, as required by Water Code section 13260, is based on the daily population served by the sanitary sewer system. See updated Fee Schedule. (https://www.waterboards.ca.gov/resources/fees/water_quality/)

Check one of the following and enter fee amount:

☐ Population Served < 50,000 – Total Fee submitted: $ _____

☐ Population Served ≥ 50,000 – Total Fee submitted: $ _____

Make the fee payment payable to the State Water Resources Control Board and mail the complete application package to:

State Water Resources Control Board, Accounting Office
P. O. Box 1888
Sacramento, CA 95812-1888

Attention: Statewide Sanitary Sewer System Program

7. Application Submittal Certification

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge and belief, the information in the submitted application package is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Print Name: _____

Title: _____

Signature: _____Date: _____

ATTACHMENT C - NOTICE OF TERMINATION

1. Enrollee Information

Enrollee Name: _____

WDID No:_____

Legally Responsible Official Requesting Termination of Coverage: _____

First and Last Name: _____

Title: _____

Phone: _____

Email: _____

Mailing Address: _____

City, State, Zip: _____

County: _____

Sanitary Sewer System Name(s) or Unique Identifier(s): _____

Regional Water Quality Control Board(s): _____

Signature and Date:_____

2. Basis of Termination

Explanation of termination, including subsequent regulatory coverage and subsequent owner/operator of enrolled sanitary sewer system, as applicable:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

3. Regulatory Coverage Termination Certification

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge: 1) the sanitary sewer system I officially represent is not required to be regulated under the Statewide Waste Discharge Requirements for Sanitary Sewer Systems Order 2022-XXXX-DWQ, and 2) the information submitted in this Notice of Termination is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment. Additionally, I understand that the submittal of this Notice of Termination does not release sanitary sewer system agencies from liability for any violations of the Clean Water Act.

Print Name: _____

Title: _____

Signature: _____Date: _____

For State Water Board Use Only

☐ Approved for Termination ☐ Denied and Returned to Enrollee

Deputy Director of Water Quality Signature: _____

Date: _____Notice of Termination Effective Date: _____

ATTACHMENT D – SEWER SYSTEM MANAGEMENT PLAN – REQUIRED ELEMENTS

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ATTACHMENT D – SEWER SYSTEM MANAGEMENT PLAN – REQUIRED ELEMENTS

A Sewer System Management Plan (Plan) is a living planning document that documents ongoing local sewer system management program activities, procedures, and decision-making – at the scale necessary to address the size and complexity of the subject sanitary sewer system(s). This Plan may incorporate other programs and other plans by reference, to address short-term and long-term system resilience through:

- Proactive planning and decision-making;
- Local government ordinances;
- Updated operations and maintenance activities and procedures;
- Implementation of capital improvements;
- Sufficient local budget to support staff resources, contractors, equipment, and training; and
- Updated training of staff and contractors.

The Enrollee's development, update, and implementation of a Sewer System Management Plan addressing the requirements of this Attachment is an enforceable component of this General Order. As specified in Provision 6.1 (Enforcement Provisions) of this General Order, consistent with the Water Code and the State Water Board Enforcement Policy, the State Water Board or a Regional Water Board may consider the Enrollee's efforts in implementing an effective Sewer System Management Plan to prevent, contain, control, and mitigate spills when considering Water Code section 13327 factors to determine necessary enforcement of this General Order.

This Attachment includes the following required elements that the Enrollee shall address in its Plan and subsequent updates. The Enrollee shall identify any requirement in this Attachment that is not applicable to the Enrollee's sewer system and shall explain in its Plan why the requirement is not applicable.

1. SEWER SYSTEM MANAGEMENT PLAN GOAL AND INTRODUCTION

The goal of the Sewer System Management Plan (Plan) is to provide a plan and schedule to: (1) properly manage, operate, and maintain all parts of the Enrollee's sanitary sewer system(s), (2) reduce and prevent spills, and (3) contain and mitigate spills that do occur.

The Plan must include a narrative Introduction section that discusses the following items:

1.1. Regulatory Context

The Plan Introduction section must provide a general description of the local sewer system management program and discuss Plan implementation and updates.

1.2. Sewer System Management Plan Update Schedule

The Plan Introduction section must include a schedule for the Enrollee to update the Plan, including the schedule for conducting internal audits. The schedule must include milestones for incorporation of activities addressing prevention of sewer spills.

1.3. Sewer System Asset Overview

The Plan Introduction section must provide a description of the Enrollee-owned assets and service area, including but not limited to:

- Location, including county(ies);
- Service area boundary;
- Population and community served;
- System size, including total length in miles, length of gravity mainlines, length of pressurized (force) mains, and number of pump stations and siphons;
- Structures diverting stormwater to the sewer system;
- Data management systems;
- Sewer system ownership and operation responsibilities between Enrollee and private entities for upper and lower sewer laterals;
- Estimated number or percent of residential, commercial, and industrial service connections; and
- Unique service boundary conditions and challenge(s).

Additionally, the Plan Introduction section must provide reference to the Enrollee's up-to-date map of its sanitary sewer system, as required in section 4.1 (Updated Map of Sanitary Sewer System) of this Attachment.

2. ORGANIZATION

The Plan must identify organizational staffing responsible and integral for implementing the local Sewer System Management Plan through an organization chart or similar narrative documentation that includes:

- The name of the Legally Responsible Official as required in section 5.1 (Designation of a Legally Responsible Official) of this General Order;
- The position titles, telephone numbers, and email addresses for management, administrative, and maintenance positions responsible for implementing specific Sewer System Management Plan elements;
- Organizational lines of authority; and
- Chain of communication for reporting spills from receipt of complaint or other information, including the person responsible for reporting spills to the State and Regional Water Boards and other agencies, as applicable. (For example, county

health officer, county environmental health agency, and State Office of Emergency Services.)

3. LEGAL AUTHORITY

The Plan must include copies or an electronic link to the Enrollee's current sewer system use ordinances, service agreements and/or other legally binding procedures to demonstrate the Enrollee possesses the necessary legal authority to:

- Prevent illicit discharges into its sanitary sewer system from inflow and infiltration (I&I); unauthorized stormwater; chemical dumping; unauthorized debris; roots; fats, oils, and grease; and trash, including rags and other debris that may cause blockages;
- Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer systems during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure;
- Require that sewer system components and connections be properly designed and constructed;
- Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned and/or operated by the Enrollee;
- Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures; and
- Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable.

4. OPERATION AND MAINTENANCE PROGRAM

The Plan must include the items listed below that are appropriate and applicable to the Enrollee's system.

4.1. Updated Map of Sanitary Sewer System

An up-to-date map(s) of the sanitary sewer system, and procedures for maintaining and providing State and Regional Water Board staff access to the map(s). The map(s) must show gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities within the sewer system service area boundaries.

4.2. Preventive Operation and Maintenance Activities

A scheduling system and a data collection system for preventive operation and maintenance activities conducted by staff and contractors.

The scheduling system must include:

- Inspection and maintenance activities;

- Higher-frequency inspections and maintenance of known problem areas, including areas with tree root problems;
- Regular visual and closed-circuit television (CCTV) inspections of manholes and sewer pipes.

The data collection system must document data from system inspection and maintenance activities, including system areas/components prone to root-intrusion potentially resulting in system backup and/or failure.

4.3. Training

In-house and external training provided on a regular basis for sanitary sewer system operations and maintenance staff and contractors. The training must cover:

- The requirements of this General Order;
- The Enrollee's Spill Emergency Response Plan procedures and practice drills;
- Skilled estimation of spill volume for field operators; and
- Electronic CIWQS reporting procedures for staff submitting data.

4.4. Equipment Inventory

An inventory of sewer system equipment, including the identification of critical replacement and spare parts.

5. DESIGN AND PERFORMANCE PROVISIONS

The Plan must include the following items as appropriate and applicable to the Enrollee's system:

5.1. Updated Design Criteria and Construction Standards and Specifications

Updated design criteria, and construction standards and specifications, for the construction, installation, repair, and rehabilitation of existing and proposed system infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in section 8 (System Evaluation, Capacity Assurance and Capital Improvements) of this Attachment, the procedures must include component-specific evaluation of the design criteria.

5.2. Procedures and Standards

Procedures, and standards for the inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances.

6. SPILL EMERGENCY RESPONSE PLAN

The Plan must include an up to date Spill Emergency Response Plan to ensure prompt detection and response to spills to reduce spill volumes and collect information for prevention of future spills. The Spill Emergency Response Plan must include procedures to:

- Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner;
- Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;
- Comply with the notification, monitoring and reporting requirements of this General Order, State law and regulations, and applicable Regional Water Board Orders;
- Ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained;
- Address emergency system operations, traffic control and other necessary response activities;
- Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;
- Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;
- Remove sewage from the drainage conveyance system;
- Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;
- Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;
- Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;
- Conduct post-spill assessments of spill response activities;
- Document and report spill events as required in this General Order; and
- Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update the Plan as needed.

7. SEWER PIPE BLOCKAGE CONTROL PROGRAM

The Sewer System Management Plan must include procedures for the evaluation of the Enrollee's service area to determine whether a sewer pipe blockage control program is needed to control fats, oils, grease, rags and debris. If the Enrollee determines that a program is not needed, the Enrollee shall provide justification in its Plan for why a program is not needed.

The procedures must include, at minimum:

- An implementation plan and schedule for a public education and outreach program that promotes proper disposal of pipe-blocking substances;
- A plan and schedule for the disposal of pipe-blocking substances generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of substances generated within a sanitary sewer system service area;
- The legal authority to prohibit discharges to the system and identify measures to prevent spills and blockages;
- Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practices requirements, recordkeeping and reporting requirements;
- Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the fats, oils, and grease ordinance;
- An identification of sanitary sewer system sections subject to fats, oils, and grease blockages and establishment of a cleaning schedule for each section; and
- Implementation of source control measures for all sources of fats, oils, and grease reaching the sanitary sewer system for each section identified above.

8. SYSTEM EVALUATION, CAPACITY ASSURANCE AND CAPITAL IMPROVEMENTS

The Plan must include procedures and activities for:

- Routine evaluation and assessment of system conditions;
- Capacity assessment and design criteria;
- Prioritization of corrective actions; and
- A capital improvement plan.

8.1 System Evaluation and Condition Assessment

The Plan must include procedures to:

- Evaluate the sanitary sewer system assets utilizing the best practices and technologies available;

- Identify and justify the amount (percentage) of its system for its condition to be assessed each year;
- Prioritize the condition assessment of system areas that:
    - Hold a high level of environmental consequences if vulnerable to collapse, failure, blockage, capacity issues, or other system deficiencies;
    - Are located in or within the vicinity of surface waters, steep terrain, high groundwater elevations, and environmentally sensitive areas;
    - Are within the vicinity of a receiving water with a bacterial-related impairment on the most current Clean Water Act section 303(d) List;
- Assess the system conditions using visual observations, video surveillance and/or other comparable system inspection methods;
- Utilize observations/evidence of system conditions that may contribute to exiting of sewage from the system which can reasonably be expected to discharge into a water of the State;
- Maintain documents and recordkeeping of system evaluation and condition assessment inspections and activities; and
- Identify system assets vulnerable to direct and indirect impacts of climate change, including but not limited to: sea level rise; flooding and/or erosion due to increased storm volumes, frequency, and/or intensity; wildfires; and increased power disruptions.

8.2. Capacity Assessment and Design Criteria

The Plan must include procedures to identify system components that are experiencing or contributing to spills caused by hydraulic deficiency and/or limited capacity, including procedures to identify the appropriate hydraulic capacity of key system elements for:

- Dry-weather peak flow conditions that cause or contributes to spill events;
- The appropriate design storm(s) or wet weather events that causes or contributes to spill events;
- The capacity of key system components; and
- Identify the major sources that contribute to the peak flows associated with sewer spills.

The capacity assessment must consider:

- Data from existing system condition assessments, system inspections, system audits, spill history, and other available information;
- Capacity of flood-prone systems subject to increased infiltration and inflow, under normal local and regional storm conditions;

- Capacity of systems subject to increased infiltration and inflow due to larger and/or higher-intensity storm events as a result of climate change;
- Increases of erosive forces in canyons and streams near underground and above-ground system components due to larger and/or higher-intensity storm events;
- Capacity of major system elements to accommodate dry weather peak flow conditions, and updated design storm and wet weather events; and
- Necessary redundancy in pumping and storage capacities.

8.3. Prioritization of Corrective Action

The findings of the condition assessments and capacity assessments must be used to prioritize corrective actions. Prioritization must consider the severity of the consequences of potential spills.

8.4. Capital Improvement Plan

The capital improvement plan must include the following items:

- Project schedules including completion dates for all portions of the capital improvement program;
- Internal and external project funding sources for each project; and
- Joint coordination between operation and maintenance staff, and engineering staff/consultants during planning, design, and construction of capital improvement projects; and Interagency coordination with other impacted utility agencies.

9. MONITORING, MEASUREMENT AND PROGRAM MODIFICATIONS

The Plan must include an Adaptive Management section that addresses Plan-implementation effectiveness and the steps for necessary Plan improvement, including:

- Maintaining relevant information, including audit findings, to establish and prioritize appropriate Plan activities;
- Monitoring the implementation and measuring the effectiveness of each Plan Element;
- Assessing the success of the preventive operation and maintenance activities;
- Updating Plan procedures and activities, as appropriate, based on results of monitoring and performance evaluations; and
- Identifying and illustrating spill trends, including spill frequency, locations and estimated volumes.

10. INTERNAL AUDITS

The Plan shall include internal audit procedures, appropriate to the size and performance of the system, for the Enrollee to comply with section 5.4 (Sewer System Management Plan Audits) of this General Order.

11. COMMUNICATION PROGRAM

The Plan must include procedures for the Enrollee to communicate with:

- The public for:
  - Spills and discharges resulting in closures of public areas, or that enter a source of drinking water, and
  - The development, implementation, and update of its Plan, including opportunities for public input to Plan implementation and updates.
- Owners/operators of systems that connect into the Enrollee's system, including satellite systems, for:
  - System operation, maintenance, and capital improvement-related activities.

ATTACHMENT E1 – NOTIFICATION, MONITORING, REPORTING AND RECORDKEEPING REQUIREMENTS

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ATTACHMENT E1– NOTIFICATION, MONITORING, REPORTING AND RECORDKEEPING REQUIREMENTS

The Notification Requirements (section 1), Spill-specific Monitoring Requirements (section 2), Reporting Requirements (section 3) and Recordkeeping Requirements (section 4) in this Attachment are pursuant to Water Code section 13267 and section 13383, and are an enforceable component of this General Order. For the purpose of this General Order, the term:

- Notification means the notifying of appropriate parties of a spill event or other activity.
- Spill-specific Monitoring means the gathering of information and data for a specific spill event to be reported or kept as records.
- Reporting means the reporting of information and data into the online California Integrated Water Quality System (CIWQS) Sanitary Sewer System Database.
- Recordkeeping means the maintaining of information and data in an official records storage system.

Failure to comply with the notification, monitoring, reporting and recordkeeping requirements in this General Order may subject the Enrollee to civil liabilities of up to $10,000 a day per violation pursuant to Water Code section 13385; up to $1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement.

Water Code section 13193 et seq. requires the Regional Water Quality Control Boards (Regional Water Boards) and the State Water Resources Control Board (State Water Board) to collect sanitary sewer spill information for each spill event and make this information available to the public. Sanitary sewer spill information for each spill event includes but is not limited to: Enrollee contact information for each spill event, spill cause, estimated spill volume and factors used for estimation, location, date, time, duration, amount discharged to waters of the State, response and corrective action(s) taken.

1. NOTIFICATION REQUIREMENTS

1.1. Notification of Spills of 1,000 Gallons or Greater to the California Office of Emergency Services

Per Water Code section 13271, for a spill that discharges in or on any waters of the State, or discharges or is deposited where it is, or probably will be, discharged in or on any waters of the State, the Enrollee shall notify the California Office of Emergency Services and obtain a California Office of Emergency Services Control Number as soon as possible **but no later than two (2) hours** after:

- The Enrollee has knowledge of the spill; and
- Notification can be provided without substantially impeding cleanup or other emergency measures.

The notification requirements in this section apply to individual spills of 1,000 gallons or greater, from an Enrollee-owned and/or operated laterals, to a water of the State.

1.2. Spill Notification Information

The Enrollee shall provide the following spill information to the California Office of Emergency Services before receiving a Control Number, as applicable:

- Name and phone number of the person notifying the California Office of Emergency Services;
- Estimated spill volume (gallons);
- Estimated spill rate from the system (gallons per minute);
- Estimated discharge rate (gallons per minute) directly into waters of the State or indirectly into a drainage conveyance system;
- Spill incident description:
  - Brief narrative of the spill event, and
  - Spill incident location (address, city, and zip code) and closest cross streets and/or landmarks;
- Name and phone number of contact person on-scene;
- Date and time the Enrollee was informed of the spill event;
- Name of sanitary sewer system causing the spill;
- Spill cause or suspected cause (if known);
- Amount of spill contained;
- Name of receiving water body receiving or potentially receiving discharge; and
- Description of water body impact and/ or potential impact to beneficial uses.

1.3. Notification of Spill Report Updates

Following the initial notification to the California Office of Emergency Services and until such time that the Enrollee certifies the spill report in the online CIWQS Sanitary Sewer System Database, the Enrollee shall provide updates to the California Office of Emergency Services regarding substantial changes to:

- Estimated spill volume (increase or decrease in gallons initially estimated);
- Estimated discharge volume discharged directly into waters of the State or indirectly into a drainage conveyance system (increase or decrease in gallons initially estimated); and
- Additional impact(s) to the receiving water(s) and beneficial uses.

2. SPILL-SPECIFIC MONITORING REQUIREMENTS

2.1 Spill Location and Spread

The Enrollee shall visually assess the spill location(s) and spread using photography, global positioning system (GPS), and other best available tools. The Enrollee shall document the critical spill locations, including:

- Photography and GPS coordinates for:
  - The system location where spill originated.

    For multiple appearance points of a single spill event, the points closest to the spill origin.
- Photography for:
  - Drainage conveyance system entry locations,
  - The location(s) of discharge into surface waters, as applicable,
  - Extent of spill spread, and
  - The location(s) of clean up.

2.2 Spill Volume Estimation

To assess the approximate spill magnitude and spread, the Enrollee shall estimate the total spill volume using updated volume estimation techniques, calculations, and documentation for electronic reporting. The Enrollee shall update its notification and reporting of estimated spill volume (which includes spill volume recovered) as further information is gathered during and after a spill event.

2.3. Receiving Water Monitoring

2.3.1. Receiving Water Visual Observations

Through visual observations and use of best available spill volume-estimating techniques and field calculation techniques, the Enrollee shall gather and document the following information for spills discharging to surface waters:

- Estimated spill travel time to the receiving water;
- For spills entering a drainage conveyance system, estimated spill travel time from the point of entry into the drainage conveyance system to the point of discharge into the receiving water;
- Estimated spill volume entering the receiving water; and
- Photography of:
  - Waterbody bank erosion,
  - Floating matter,
  - Water surface sheen (potentially from oil and grease),

- Discoloration of receiving water, and
- Impact to the receiving water.

2.3.2. Receiving Water – Water Quality Sampling and Analysis

For sewage spills in which an estimated 50,000 gallons or greater are discharged into a surface water, the Enrollee shall conduct the following water quality sampling no later than **18 hours** after the Enrollee's knowledge of a potential discharge to a surface water:

- Collect one water sample, each day of the duration of the spill, at:
  - The DCS-001 location as described in section 2.3.4 (Receiving Water Sampling Locations) of this Attachment, if sewage discharges to a surface water via a drainage conveyance system; and/or
  - Each of the three receiving water sampling locations in section 2.3.4 (Receiving Water Sampling Locations) of this Attachment;

    If the receiving water has no flow during the duration of the spill, the Enrollee must report "No Sampling Due To No Flow" for its receiving water sampling locations.

The Enrollee shall analyze the collected receiving water samples for the following constituents per section 2.3.3 (Water Quality Analysis Specifications) of this Attachment:

- Ammonia, and
- Appropriate bacterial indicator(s) per the applicable Basin Plan water quality objectives, including one or more of the following, unless directed otherwise by the Regional Water Board:
  - Total Coliform Bacteria
  - Fecal Coliform Bacteria
  - *E-coli*
  - Enterococcus

  Dependent on the receiving water(s), sampling of bacterial indicators shall be sufficient to determine post-spill (after the spill) compliance with the water quality objectives and bacterial standards of the California Ocean Plan or the California Inland Surface Water Enclosed Bays, and Estuaries Plan, including the frequency and/or number of post-spill receiving water samples as may be specified in the applicable plans.

The Enrollee shall collect and analyze additional samples as required by the applicable Regional Water Board Executive Officer or designee.

2.3.3. Water Quality Analysis Specifications

Spill monitoring must be representative of the monitored activity (40 Code of Federal Regulations section 122.41(j)(1)).

Sufficiently Sensitive Methods

Sample analysis must be conducted according to sufficiently sensitive test methods approved under 40 Code of Federal Regulations Part 136 for the sample analysis of pollutants. For the purposes of this General Order, a method is sufficiently sensitive when the minimum level of the analytical method approved under 40 Code of Federal Regulations Part 136 is at or below the receiving water pollutant criteria.

Environmental Laboratory Accreditation Program-Accredited Laboratories

The analysis of water quality samples required per this General Order must be performed by a laboratory that has accreditation pursuant to Article 3 (commencing with section 100825) of Chapter 4 of Part 1 of Division 101 of the Health and Safety Code. (Water Code section 13176(a).) The State Water Board accredits laboratories through its Environmental Laboratory Accreditation Program (ELAP).

2.3.4. Receiving Water Sampling Locations

The Enrollee shall collect receiving water samples at the following locations.

Sampling of Flow in Drainage Conveyance System (DCS) Prior to Discharge

Sampling Location	Sampling Location Description
DCS-001	A point in a drainage conveyance system before the drainage conveyance system flow discharges into a receiving water.

Receiving Surface Water Sampling (RSW)[1]

Sampling Location	Sampling Location Description
RSW-001 Point of Discharge	A point in the receiving water where sewage initially enters the receiving water.
RSW-001U: Upstream of Point of Discharge	A point in the receiving water, upstream of the point of sewage discharge, to capture ambient conditions absent of sewage discharge impacts.

Sampling Location	Sampling Location Description
RSW-001D: Downstream of Point of Discharge	A point in the receiving water, downstream of the point of sewage discharge, where the spill material is fully mixed with the receiving water.

[1] The Enrollee must use its best professional judgment to determine the upstream and downstream distances based on receiving water flow, accessibility to upstream/downstream waterbody banks, and size of visible sewage plume.

2.4. Safety and Access Exceptions

If the Enrollee encounters access restrictions or unsafe conditions that prevents its compliance with spill response requirements or monitoring requirements in this General Order, the Enrollee shall provide documentation of access restrictions and/or safety hazards in the corresponding required report.

3. REPORTING REQUIREMENTS

All reporting required in this General Order must be submitted electronically to the online CIWQS Sanitary Sewer System Database (https://ciwqs.waterboards.ca.gov), unless specified otherwise in this General Order. Electronic reporting may solely be conducted by a Legally Responsible Official or Data Submitter(s) previously designated by the Legally Responsible Official, as required in section 5.8 (Designation of Data Submitters) of this General Order.

The Enrollee shall report any information that is protected by the Homeland Security Act, by email to SanitarySewer@waterboards.ca.gov, with a brief explanation of the protection provided by the Homeland Security Act for the subject report to be protected from unauthorized disclosure and/or public access, and for official Water Board regulatory purposes only.

3.1. Reporting Requirements for Individual Category 1 Spill Reporting

3.1.1. Draft Spill Report for Category 1 Spills

Within three (3) business days of the Enrollee's knowledge of a Category 1 spill, the Enrollee shall submit a Draft Spill Report to the online CIWQS Sanitary Sewer System Database.

The Draft Spill Report must, at minimum, include the following items:

1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the Enrollee was notified of, or self-discovered, the spill;
4. Operator arrival time;

5. Estimated spill start date and time;
6. Date and time the Enrollee notified the California Office of Emergency Services, and the assigned control number;
7. Description, photographs, and GPS coordinates of the system location where the spill originated;
    - If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
8. Estimated total spill volume exiting the system;
9. Description and photographs of the extent of the spill and spill boundaries;
10. Did the spill reach a drainage conveyance system? If Yes:
    - Description of the drainage conveyance system transporting the spill;
    - Photographs of the drainage conveyance system entry location(s);
    - Estimated spill volume fully recovered from the drainage conveyance system;
    - Estimated spill volume remaining within the drainage conveyance system;
11. Description and photographs of all discharge point(s) into the surface water;
12. Estimated spill volume that discharged to surface waters; and
13. Estimated total spill volume recovered.

3.1.2. Certified Spill Report for Category 1 Spills

Within 15 calendar days of the spill end date, the Enrollee shall submit a Certified Spill Report for Category 1 spills, to the online CIWQS Sanitary Sewer System Database. Upon completion of the Certified Spill Report, the online CIWQS Sanitary Sewer System Database will issue a final spill event identification number.

The Certified Spill Report must, at minimum, include the following mandatory information in addition to all information in the Draft Spill Report per section 3.1.1 (Draft Spill Report for Category 1 Spills) above:

1. Description of the spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill;
2. Spill end date and time;
3. Description of how the spill volume estimations were calculated, including at a minimum:
    - The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
    - The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time;

4. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
5. System failure location (for example, main, lateral, pump station, etc.);
6. Description of the pipe material, and estimated age of the pipe material, at the failure location;
7. Description of the impact of the spill;
8. Whether or not the spill was associated with a storm event;
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
11. Spill response completion date;
12. Detailed narrative of investigation and investigation findings of cause of spill;
13. Reasons for an ongoing investigation (as applicable) and the expected date of completion;
14. Name and type of receiving water body(s);
15. Description of the water body(s), including but not limited to:
    - Observed impacts on aquatic life,
    - Public closure, restricted public access, temporary restricted use, and/or posted health warnings due to spill,
    - Responsible entity for closing/restricting use of water body, and
    - Number of days closed/restricted as a result of the spill.
16. Whether or not the spill was located within 1,000 feet of a municipal surface water intake; and
17. If water quality samples were collected, identify sample locations and the parameters the water quality samples were analyzed for. If no samples were taken, Not Applicable shall be selected.

3.1.3. Spill Technical Report for Individual Category 1 Spill in which 50,000 Gallons or Greater Discharged into a Surface Water

For any spill in which 50,000 gallons or greater discharged into a surface water, **within 45 calendar days** of the spill end date, the Enrollee shall submit a Spill Technical Report to the online CIWQS Sanitary Sewer System Database. The Spill Technical Report, at minimum, must include the following information:

1. Spill causes and circumstances, including at minimum:
    - Complete and detailed explanation of how and when the spill was discovered;

- Photographs illustrating the spill origin, the extent and reach of the spill, drainage conveyance system entrance and exit, receiving water, and post-cleanup site conditions;
- Diagram showing the spill failure point, appearance point(s), the spill flow path, and ultimate destinations;
- Detailed description of the methodology employed, and available data used to calculate the discharge volume and, if applicable, the recovered spill volume;
- Detailed description of the spill cause(s);
- Description of the pipe material, and estimated age of the pipe material, at the failure location;
- Description of the impact of the spill;
- Copy of original field crew records used to document the spill; and
- Historical maintenance records for the failure location.

2. Enrollee's response to the spill:
   - Chronological narrative description of all actions taken by the Enrollee to terminate the spill;
   - Explanation of how the Sewer System Management Plan Spill Emergency Response Plan was implemented to respond to and mitigate the spill; and
   - Final corrective action(s) completed and a schedule for planned corrective actions, including:
     - Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable,
     - Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences, and
     - Necessary modifications to the Emergency Spill Response Plan to incorporate lessons learned in responding to and mitigating the spill.
3. Water Quality Monitoring, including at minimum:
   - Description of all water quality sampling activities conducted;
   - List of pollutant and parameters monitored, sampled and analyzed; as required in section 2.3 (Receiving Water Monitoring) of this Attachment;
   - Laboratory results, including laboratory reports;
   - Detailed location map illustrating all water quality sampling points; and
   - Other regulatory agencies receiving sample results (if applicable).
4. Evaluation of spill impact(s), including a description of short-term and long-term impact(s) to beneficial uses of the surface water.

3.1.4. Amended Certified Spill Reports for Individual Category 1 Spills

The Enrollee shall update or add additional information to a Certified Spill Report within **90 calendar days** of the spill end date by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The Enrollee shall certify the amended report.

After **90 calendar days**, the Enrollee shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the Amended Spill Report due date.

3.2. Reporting Requirements for Individual Category 2 Spill Reporting

3.2.1. Draft Spill Report for Category 2 Spills

Within three (3) business days of the Enrollee's knowledge of a Category 2 spill, the Enrollee shall submit a Draft Spill Report to the online CIWQS Sanitary Sewer System Database.

The Draft Spill Report must, at minimum, include the following items:

1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the Enrollee was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Date and time the Enrollee notified the California Office of Emergency Services, and the assigned control number;
7. Description, photographs, and GPS coordinates of the system location where the spill originated;

   If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
8. Estimated total spill volume exiting the system;
9. Description and photographs of the extent of the spill and spill boundaries;
10. Did the spill reach a drainage conveyance system? If Yes:
    - Description of the drainage conveyance system transporting the spill;
    - Photographs of the drainage conveyance system entry location(s);
    - Estimated spill volume fully recovered from the drainage conveyance system;
    - Estimated spill volume remaining within the drainage conveyance system;

- Estimated spill volume discharged to a groundwater infiltration basin or facility, if applicable; and

11. Estimated total spill volume recovered.

3.2.2. Certified Spill Report for Category 2 Spills

Within 15 calendar days of the spill end date, the Enrollee shall submit a Certified Spill Report for the Category 2 spill, to the online CIWQS Sanitary Sewer System Database (https://ciwqs.waterboards.ca.gov). Upon completion of the Certified Spill Report, the online CIWQS Sanitary Sewer System Database will issue a final spill event identification number.

The Certified Spill Report must, at minimum, include the following mandatory information in addition to all information in the Draft Spill Report per section 3.2.1 (Draft Spill Report for Category 2 Spills) above:

1. Description of the spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill;
2. Spill end date and time;
3. Description of how the spill volume estimations were calculated, including at a minimum:
   - The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
   - The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time;
4. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
5. System failure location (for example, main, pump station, etc.);
6. Description of the pipe/infrastructure material, and estimated age of the pipe material, at the failure location;
7. Description of the impact of the spill;
8. Whether or not the spill was associated with a storm event;
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
11. Spill response completion date;
12. Detailed narrative of investigation and investigation findings of cause of spill;
13. Reasons for an ongoing investigation (as applicable) and the expected date of completion; and

14. Whether or not the spill was located within 1,000 feet of a municipal surface water intake.

3.2.3. Amended Certified Spill Reports for Individual Category 2 Spills

The Enrollee shall update or add additional information to a Certified Spill Report within **90 calendar days** of the spill end date by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The Enrollee shall certify the amended report.

After **90 calendar days**, the Enrollee shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the Amended Spill Report due date.

3.3. Monthly Certified Spill Reporting for Category 3 Spills

The Enrollee shall report and certify all Category 3 spills to the online CIWQS Sanitary Sewer System Database within 30 calendar days after the end of the month in which the spills occurred. (For example, all Category 3 spills occurring in the month of February shall be reported and certified by March 30th). After the Legally Responsible Official certifies the spills, the online CIWQS Sanitary Sewer System Database will issue a spill event identification number for each spill.

The monthly reporting of all Category 3 spills must include the following items for each spill:

1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the Enrollee was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Description, photographs, and GPS coordinates where the spill originated:
    - If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
7. Estimated total spill volume exiting the system;
8. Description and photographs of the extent of the spill and spill boundaries;
9. Did the spill reach a drainage conveyance system? If Yes:
    - Description of the drainage conveyance system transporting the spill;
    - Photographs of the drainage conveyance system entry locations(s);
    - Estimated spill volume fully recovered from the drainage conveyance system; and

- Estimated spill volume discharged to a groundwater infiltration basis or facility, if applicable.

10. Estimated total spill volume recovered;
11. Description of the spill event destination(s), including GPS coordinates, if available, that represent the full spread and reaches of the spill;
12. Spill end date and time;
13. Description of how the spill volume estimations were calculated, including, at minimum:
    - The methodology and type of data relied upon, including supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
    - The methodology and type of data relied upon to estimate the spill start time, on-going spill rate at time of arrival (if applicable), and the spill end time;
14. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
15. System failure location (for example, main, pump station, etc.);
16. Description of the pipe/infrastructure material, and estimated age of the pipe/infrastructure material, at the failure location;
17. Description of the impact of the spill;
18. Whether or not the spill was associated with a storm event;
19. Description of spill response activities including description of immediate spill containment and cleanup efforts;
20. Description of spill corrective actions, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of the major milestones for those steps; including, at minimum:
    - Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable, and
    - Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences at the same spill event location, including:
      - Adjusted schedule/method of preventive maintenance,
      - Planned rehabilitation or replacement of sanitary sewer asset,
      - Inspected, repaired asset(s), or replaced defective asset(s),
      - Capital improvements,
      - Documentation verifying immediately implemented system modifications and operating/maintenance modifications,
      - Description of spill response activities,

- Spill response completion date, and
- Ongoing investigation efforts, and expected completion date of investigation to determine the full cause of spill;

21. Detailed narrative of investigation and investigation findings of cause of spill.

3.4. Monthly Certified Spill Reporting for Category 4 Spills

The Enrollee shall report and certify the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills to the online CIWQS Sanitary Sewer System Database, within 30 calendar days after the end of the month in which the spills occurred.

3.5. Amended Certified Spill Reports for Category 3 Spills

Within 90 calendar days of the certified Spill Report due date, the Enrollee may update or add additional information to a certified Spill Report by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The Enrollee shall certify the amended report.

After 90 calendar days, the Legally Responsible Official shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a certified Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the 90-day timeframe for amending the certified Spill Report, as provided above.

3.6. Annual Certified Spill Reporting of Category 4 and/or Lateral Spills

For all Category 4 spills and spills from its owned and/or operated laterals that are caused by a failure or blockage in the lateral and that do not discharge to a surface water, the Enrollee shall:

- Maintain records per section 4.4. of this Attachment;

  The Enrollee shall provide records upon request by State Water Board or Regional Water Board staff.

- Annually upload and certify a report, in an appropriate digital format, of all recordkeeping of spills to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occurred.

A spill from an Enrollee-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the Enrollee shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

3.7. Monthly Certification of "No-Spills" or "Category 4 Spills" and/or "Non-Category 1 Lateral Spills"

If either (1) no spills occur during a calendar month or (2) only Category 4, and/or Enrollee-owned and/or operated lateral spills (that do not discharge to a surface water) occur during a calendar month, the Enrollee shall certify, within 30 calendar days after

the end of each calendar month, either a “No-Spill” certification statement, or a “Category 4 Spills” and/or “Non-Category 1 Lateral Spills” certification statement, in the online CIWQS Sanitary Sewer System Database, certifying that there were either no spills, or Category 4 and/or Non-Category 1 Lateral Spills that will be reported annually (per section 3.6 of this Attachment) for the designated month.

If a spill starts in one calendar month and ends in a subsequent calendar month, and the Enrollee has no further spills of any category, in the subsequent calendar month, the Enrollee shall certify “no-spills” for the subsequent calendar month.

If the Enrollee has no spills from its systems during a calendar month, but the Enrollee voluntarily reported a spill from a private lateral or a private system, the Enrollee shall certify “no-spills” for that calendar month.

If the Enrollees has spills from its owned and/or operated laterals during a calendar month, the Enrollee shall not certify “no spills” for that calendar month.

3.8. Electronic Sanitary Sewer System Service Area Boundary Map

The Legally Responsible Official shall submit, to the State Water Board, an up-to-date electronic spatial map of its sewer system service area boundaries. The map must be in accordance with section 5.14 (Electronic Sanitary Sewer System Service Area Boundary Map) of this General Order and the specification provided on the statewide Sanitary Sewer Systems program website. The map must include the location of wastewater treatment facility(ies) that treats the sewer system waste, if in the same sewer service boundary.

By the Effective Date of this General Order, specifications for the electronic sanitary sewer service area boundary map format will be provided on the statewide Sanitary Sewer Systems Order program website.

3.9. Annual Report (Previously termed as Collection System Questionnaire in General Order 2006-0003-DWQ)

A new Enrollee shall complete and submit its first certified Annual Report into the online CIWQS Sanitary Sewer System Database, **within 30 days of obtaining a CIWQS account**; Subsequent Annual Reports are due by April 1 of each year.

All enrollees shall update their previous year’s Annual Report, **by April 1 of each year after the Effective Date of this General Order,** for each calendar year (January 1 through December 31)**.**

The Annual Report must be entered directly into the online CIWQS Sanitary Sewer System Database. The Enrollee’s Legally Responsible Official shall certify the Annual Report as instructed in CIWQS;

The Annual Report must address, and update as applicable, the following items:

- Population served;

- Updated sewer system service area boundary map, if service area boundary has changed from original map submitted per section 5.14 (Electronic Sanitary Sewer System Service Area Boundary Map) of this General Order;
- Number of system operation and maintenance staff:
  - Entry level (less than two years of experience),
  - Journey level (greater than two years of experience),
  - Supervisory level, and
  - Managerial level;
- Number of operation and maintenance staff certified as a certified collection system operator by the California Water Environmental Association (CWEA), with:
  - Corresponding number of certified collection system operator grade levels (Grade I, II, III, IV, and V);
- System information:
  - Miles of system gravity and force mains,
  - Number of upper and lower service laterals connected to system,
  - Estimated number of upper and lower laterals owned and/or operated by the Enrollee,
  - Portion of laterals that is Enrollee's responsibility,
  - Average age the major components of system infrastructure,
  - Number and age of pump stations, and
  - Estimated total miles of the system pipeline not accessible for maintenance;
- Name and location of the treatment plant(s) receiving sanitary sewer system's waste;
- Name of satellite sewer system tributaries;
- Number of system's gravity sewer above or underground crossings of water bodies throughout system;
- Number of force main (pressurized pipe) above or underground crossings of water bodies throughout system;
- Number of siphons used to convey waste throughout the sewer system;
- Miles of sewer system cleaned;
- Miles of sewer system video inspected, or comparable (i.e., video closed-circuit television or alternative inspection methods);
- System Performance Evaluation as specified in section 5.11 (System Performance Analysis) of this General Order;
- Major spill causes (for example, root intrusion, grease deposition);

- System infrastructure failure points (for example, main, pump station, lateral, etc.);
- Ongoing spill investigations; and
- Actions taken to address system deficiencies.

3.10. Sewer System Management Plan Audit Reporting Requirements

The Enrollee shall submit its Sewer System Management Plan Audit and other pertinent audit information, in accordance with section 5.4 (Sewer System Management Plan Audits) of this General Order, to the online CIWQS Sanitary Sewer System Database **by six (6) months after the end of the 3-year audit period**.

If a Sewer System Management Plan Audit is not conducted as required: the Enrollee shall:

- Update the online CIWQS Sanitary Sewer System Database and select the justification for not conducting the Audit; and
- Notify its corresponding Regional Water Board (see Attachment F (Regional Water Quality Control Board Contact Information)) of the justification for the lapsed requirements.

The Enrollee's reporting of a justification for not conducting a timely Audit does not justify non-compliance with this General Order. The Enrollee shall:

- Submit the late Audit as required in this General Order; and
- Comply with subsequent Audit requirements and due dates corresponding with the original audit cycle.

3.11. Sewer System Management Plan Reporting Requirements

For an Existing Enrollee previously regulated by Order 2006-0003-DWQ: **Within every six (6) years after the required due date of its last Plan Update**, the Legally Responsible Official shall upload and certify a local governing entity-approved Sewer System Management Plan Update to the online CIWQS Sanitary Sewer System Database. If the electronic document format or size capacity prevents the electronic upload of the Plan, the Legally Responsible Official shall report an electronic link to its updated Sewer System Management Plan posted on its own website.

Order 2006-0003-DWQ required each enrollee to develop its initial Sewer System Management Plan per the following schedule, with required Plan updates at a frequency of 5-years thereafter:

Systems serving populations: Greater than 100,000: May 2, 2009

Between 100,000 and 10,000: August 2, 2009

Between 10,000 and 2,500: May 2, 2010

Less than 2,500: August 2, 2010

This Order carries forth the previously-required Plan Update schedule per Order 2006-0003-DWQ. Per the six-year Plan Update frequency required in this Order, the Enrollee shall upload and certify its first Plan Update, to the online CIWQS Sanitary Sewer System Database by the following due dates, with subsequent Plan Updates at the frequency of six years thereafter:

Systems serving populations: Greater than 100,000: May 2, 2025

Between 100,000 and 10,000: August 2, 2025

Between 10,000 and 2,500: May 2, 2026

Less than 2,500: August 2, 2026

For a New Enrollee: **Within twelve (12) months of its Application for Enrollment Approval date**, the Legally Responsible Official of a new Enrollee shall upload and certify a local governing entity-approved Sewer System Management Plan to the online CIWQS Sanitary Sewer System Database. If electronic document format or size capacity prevents the electronic upload of the Plan, the Legally Responsible Official shall report an electronic link to its Sewer System Management Plan posted on its own website. The due date for subsequent 6-year Plan updates, is six (6) years from the submittal due date of the new Enrollee's first Sewer System Management Plan.

4. RECORDKEEPING REQUIREMENTS

The Enrollee shall maintain records to document compliance with the provisions of this General Order, and previous General Order 2006-0003-DWQ as applicable, for each sanitary sewer system owned, including any required records generated by an Enrollee's contractor(s).

4.1. Recordkeeping Time Period

The Enrollee shall maintain records of documents required in this Attachment, including records collected for compliance with this General Order, and records collected in accordance with previous General Order 2006-0003-DWQ, for five (5) years.

4.2. Availability of Documents

The Enrollee shall make the records required in this General Order readily available, either electronic or hard copies, for review by Water Board staff during onsite inspections or through an information request.

4.3. Spill Reports

The Enrollee shall maintain records for each of the following spill-related events and activities:

- Spill event complaint, including but not limited to records documenting how the Enrollee responded to notifications of spills. Each complaint record must, at a minimum, include the following information:
    - Date, time, and method of notification,

- Date and time the complainant first noticed the spill, if available,
- Narrative description of the complaint, including any information the caller provided regarding whether the spill has reached surface waters or a drainage conveyance system, if available,
- Complainant's contact information, if available, and
- Final resolution of the complaint;

- Records documenting the steps and/or remedial action(s) undertaken by the Enrollee, using all available information, to comply with this General Order, and previous General Order 2006-0003-DWQ as applicable;
- Records documenting how estimate(s) of volume(s) and, if applicable, volume(s) of spill recovered were calculated;
- All California Office of Emergency Services notification records, as applicable; and
- Records, in accordance with the Monitoring Requirements in this Attachment.

4.4. Recordkeeping of Category 4 Spills and Non-Category 1 Lateral Spills

An Enrollee must maintain the following records for each individual Category 4 spill and for each individual non-Category 1 Enrollee-owned and/or operated lateral spill, and report in accordance to section 3.6 (Annual Certified Spill Reporting of Category 4 and/or Lateral Spills) of this Attachment.

Recordkeeping of Individual Category 4 Spill Information:

1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions;
2. Spill location name;
3. Description and GPS coordinates for the system location where the spill originated;
4. Did the spill reach a drainage conveyance system? If Yes:
   - Description of drainage conveyance system location,
   - Estimated spill volume fully recovered within the drainage conveyance system, and
   - Estimated spill volume remaining within the drainage conveyance system;
5. Estimated total spill volume exiting the sanitary sewer system;
6. Spill date and start time;
7. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
8. System failure location (for example, main, pump station, etc.);
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of how the volume estimation was calculated, including, at minimum:

- The methodology and type of data relied upon, including supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
- The methodology and type of data relied upon to estimate the spill start time, on-going spill rate at time of arrival (if applicable), and the spill end time;

11. Description of implemented system modifications and operating/maintenance modifications.

Recordkeeping of Individual Lateral Spill Information:

1. Date and time the Enrollee was notified of, or self-discovered, the spill;
2. Location of individual spill;
3. Estimated individual spill volume;
4. Spill cause(s) (for example, root intrusion, grease deposition, etc.); and
5. Description of how the volume estimations were calculated.

Total Annual Spill Information:

1. Estimated total annual spill volume;
2. Description of spill corrective actions, including at minimum:
   - Local regulatory enforcement action taken against the sewer lateral owner in response to a spill, as applicable, and
   - System operation, maintenance and program modifications implemented to prevent repeated spill occurrences at the same spill location.

4.5. Sewer System Telemetry Records

The Enrollee shall maintain the following sewer system telemetry records if used to document compliance with this General Order, and previous General Order 2006-0003-DWQ as applicable, including spill volume estimates:

- Supervisory control and data acquisition (SCADA) system(s);
- Alarm system(s);
- Flow monitoring device(s) or other instrument(s) used to estimate sewage flow rates, and/or volumes;
- Computerized maintenance management system records; and
- Asset management-related records.

4.6. Sewer System Management Plan Implementation Records

The Enrollee shall maintain records documenting the Enrollee's implementation of its Sewer System Management Plan, including documents supporting its Sewer System Management Plan audits, corrections, modifications, and updates to the Sewer System Management Plan.

4.7. Audit Records

The Enrollee shall maintain, at minimum, the following records pertaining to its Sewer System Management Plan audits, and other internal audits:

- Completed audit documents and findings;
- Name and contact information of staff and/or consultants that conducted or involved in the audit; and
- Follow-up actions based on audit findings.

4.8. Equipment Records

The Enrollee shall maintain a log of all owned and leased sewer system cleaning, operational, maintenance, construction, and rehabilitation equipment.

4.9. Work Orders

The Enrollee shall maintain record of work orders for operations and maintenance projects.

ATTACHMENT E2 – SUMMARY OF NOTIFICATION, MONITORING AND REPORTING REQUIREMENTS

This Attachment provides a summary of notification, monitoring and reporting requirements, by spill category, and for Enrollee-owned and/or operated laterals as required in Attachment E1 of this General Order, for quick reference purposes only.

Table E2-1

Spill Category 1: Spills to Surface Waters

Spill Requirement	Due	Method
Notification	**Within two (2) hours** of the Enrollee's knowledge of a Category 1 spill of 1,000 gallons or greater, discharging or threatening to discharge to surface waters: Notify the California Office of Emergency Services and obtain a notification control number.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1)
Monitoring	• Conduct spill-specific monitoring; • Conduct water quality sampling of the receiving water within **18 hours** of initial knowledge of spill of 50,000 gallons or greater to surface waters.	(Section 2 of Attachment E1)
Reporting	• Submit Draft Spill Report **within three (3) business days** of the Enrollee's knowledge of the spill; • Submit Certified Spill Report **within 15 calendar days** of the spill end date; • Submit Technical Report **within 45 calendar days** after the spill end date for a Category 1 spill in which **50,000 gallons or greater** discharged to surface waters; and • Submit Amended Spill Report **within 90 calendar days** after the spill end date.	(Section 3.1 of Attachment E1)

Table E2-2
Spill Category 2: **Spills of 1,000 Gallons or Greater That Do Not Discharge to Surface Waters**

Spill Requirements	Due	Method
Notification	**Within two (2) hours** of the Enrollee's knowledge of a Category 2 spill of 1,000 gallons or greater, discharging or threatening to discharge to waters of the State: Notify California Office of Emergency Services and obtain a notification control number.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1)
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1)
Reporting	• Submit Draft Spill Report **within three (3) business days** of the Enrollee's knowledge of the spill; • Submit Certified Spill Report **within 15 calendar days** of the spill end date; and • Submit Amended Spill Report **within 90 calendar days** after the spill end date.	(Section 3.2 of Attachment E1)

Table E2-3
Spill Category 3: Spills of Equal or Greater than 50 Gallons and Less than 1,000 Gallons That Does Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	Not Applicable	Not Applicable
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1)
Reporting	• Submit monthly Certified Spill Report to the online CIWQS Sanitary Sewer System Database within **30 calendars days** after the end of the month in which the spills occur; and • Submit Amended Spill Reports **within 90 calendar days** after the Certified Spill Report due date.	(Section 3.3 and 3.5 of Attachment E1)

Table E2-4
Spill Category 4: Spills Less Than 50 Gallons That Do Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	Not Applicable	Not Applicable
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1)
Reporting	• If, during any calendar month, Category 4 spills occur, certify monthly, the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills into the online CIWQS Sanitary Sewer System Database, within 30 days after the end of the calendar month in which the spills occurred. • Upload and certify a report, in an acceptable digital format, of all Category 4 spills to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occur.	(Section 3.4, 3.6, 3.7 and 4.4 of Attachment E1)

Table E2-5
Enrollee Owned and/or Operated Lateral Spills That Do Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	**Within two (2) hours** of the Enrollee's knowledge of a spill of 1,000 gallons or greater, from an enrollee-owned and/or operated lateral, discharging or threatening to discharge to waters of the State: Notify California Office of Emergency Services and obtain a notification control number. Not applicable to a spill of less than 1,000 gallons.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1)
Monitoring	Conduct visual monitoring.	(Section 2 of Attachment E1)
Reporting	• Upload and certify a report, in an acceptable digital format, of all lateral spills (that do not discharge to a surface water) to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occur. • Report a lateral spill of any volume that discharges to a surface water as a Category 1 spill.	(Sections 3.6, 3.7 and 4.4 of Attachment E1)

ATTACHMENT F – REGIONAL WATER QUALITY CONTROL BOARD CONTACT INFORMATION

This Attachment provides a map, list of counties, and contact information to assist the Enrollee in identifying the corresponding Regional Water Quality Control Board office, for all Regional Water Board notification requirements in this General Order.



Region 1 -- North Coast Regional Water Quality Control Board:
Del Norte, Glenn, Humboldt, Lake, Marin, Mendocino, Modoc, Siskiyou, Sonoma, and Trinity counties.

RB1SpillReporting@waterboards.ca.gov or (707) 576-2220

Region 2 -- San Francisco Bay Regional Water Quality Control Board:
Alameda, Contra Costa, San Francisco, Santa Clara (Northern most part of Morgan Hill), San Mateo, Marin, Sonoma, Napa, Solano counties.

RB2SpillReports@waterboards.ca.gov or (510) 622-2369

Region 3 -- Central Coast Regional Water Quality Control Board:
Santa Clara (most of Morgan Hill), San Mateo (Southern portion), Santa Cruz, San Benito, Monterey, Kern (small portions), San Luis Obispo, Santa Barbara, Ventura (Northern portion) counties.

CentralCoast@waterboards.ca.gov or (805) 549-3147

Region 4 -- Los Angeles Regional Water Quality Control Board:
Los Angeles, Ventura counties (small portions of Kern and Santa Barbara counties).

rb4-ssswdr@waterboards.ca.gov or (213) 576-6600

Region 5 -- Central Valley Regional Water Quality Control Board:

Rancho Cordova (Sacramento) Office: Colusa, Lake, Sutter, Yuba, Sierra, Nevada, Placer, Yolo, Napa, (North East), Solano (West), Sacramento, El Dorado, Amador, Calaveras, San Joaquin, Contra Costa (East), Stanislaus, Tuolumne counties.

RB5sSpillReporting@waterboards.ca.gov or (916) 464-3291

Fresno Office: Fresno, Kern, Kings, Madera, Mariposa, Merced, and Tulare counties, and small portions of San Benito and San Luis Obispo counties.

RB5fSpillReporting@waterboards.ca.gov or (559) 445-5116

Redding Office: Butte, Glen, Lassen, Modoc, Plumas, Shasta, Siskiyou, and Tehama counties.

RB5rSpillReporting@waterboards.ca.gov or (530) 224-4845

Region 6 -- Lahontan Regional Water Quality Control Board:

Lake Tahoe Office: Alpine, Modoc (East), Lassen (East side and Eagle Lake), Sierra, Nevada, Placer, El Dorado counties.

RB6sSpillReporting@waterboards.ca.gov or (530) 542-5400

Victorville Office: Mono, Inyo, Kern (East), San Bernardino, Los Angeles (North East corner) counties.

RB6vSpillReporting@waterboards.ca.gov or (760) 241-6583

Region 7 -- Colorado River Basin Regional Water Quality Control Board:

Imperial county and portions of San Bernardino, Riverside, San Diego counties.

RB7SpillReporting@waterboards.ca.gov or (760) 346-7491

Region 8 -- Santa Ana Regional Water Quality Control Board:

Orange, Riverside, San Bernardino counties.

RB8SpillReporting@waterboards.ca.gov or (951) 782-4130

Region 9 -- San Diego Regional Water Quality Control Board:

San Diego county and portions of Orange and Riverside counties.

RB9Spill_Report@waterboards.ca.gov or (619) 516-1990

End of Order 2022-0103-DWQ

City Council/Successor Agency Meeting **J. 15.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a sole source purchase and Professional Services Agreement with Virtual Project Manager, LLC for construction management software and software training for an amount not to exceed $36,000 for an initial period of three (3) years with two (2) additional one-year renewal options for $12,000 annually, for a total agreement amount not to exceed $60,000 (Municipal Utilities and Engineering Director Harris)

MOTION(S):

I move that the City Council approve a sole source purchase and Professional Services Agreement with Virtual Project Manager, LLC to furnish and provide construction management software and software training for an amount not-to-exceed $36,000 for an initial period of three (3) years with two (2) additional one-year renewal options for $12,000 annually for a total agreement amount not to exceed $60,000.

RECOMMENDATION:

Staff recommends City Council approval of a sole source purchase and Professional Services Agreement with Virtual Project Manager, LLC for construction management software and software training for an amount not-to-exceed $36,000 for an initial period of three (3) years with two (2) additional one-year renewal options for $12,000 annually for a total agreement amount not to exceed $60,000.

DISCUSSION:

Each year, the Municipal Utilities and Engineering Department (MUED) manages the construction of dozens of Capital Improvement Projects (CIP) valued from less than $50,000 to more than $8,000,000 each. Efficient project management is necessary to ensure projects are delivered on-time and

on-budget each year. In September 2018, MUED staff began using a construction project management tool produced by Virtual Project Manager, LLC (VPM) to improve project communication with construction contractors. The agreement with VPM will expire in mid September 2023.

VPM is a construction management tool that uses a centralized database that may be updated in real time by contractors and MUED staff. VPM includes standard project documents as well as project specific summary reports and documents, change order requests, submittals, requests for information, daily logs, project contacts, payment tracking, and task assignments. VPM also provides automated email notifications, which reduces paperwork and improves construction management processes. Continuing to use VPM ensures continuity of operations since MUED staff are very familiar with the product and only periodic renewal training is necessary. Therefore, staff recommends City Council approval of a sole source purchase and agreement with VPM for construction management software and support services. The VPM Professional Services Agreement includes an initial term of three (3) years for $36,000 and allows for two (2) additional one-year extensions for $12,000 each year, for a total potential term of five (5) years and value of $60,000.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

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

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year: FY 23/24

Appropriation Required Y/N: No

Budgeted Y/N: Yes

Account No.: 211400; 501900; 521900

Discussion:

The VPM Professional Services Agreement includes an initial term of three (3) years for $36,000 and allows for two (2) additional one-year extensions for $12,000 each year, for a total potential term of five (5) years and value of $60,000. The FY 23/24 MUED budget includes funding for the first year of the agreement and future fiscal year budgets will include funding for the remaining years of this agreement.

Attachments

Virtual Project Manager Agreement

VPM Sole Source Form

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Construction Management Software and Software Training ("Agreement") is made and entered in this 5th day of September, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Virtual Project Manager, LLC, an Oregon 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 construction management software and software training services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The Term of this Agreement shall be for a period of three (3) years from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one (1) year extensions (each, an

"Extended Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The total compensation for Consultant's performance of the Services shall be as follows:
Initial Term: not to exceed the amount of thirty-six thousand dollars ($36,000).
Extended Term: not to exceed the amount of twelve thousand dollars ($12,000) annually.
The total contract, with extensions shall not exceed sixty thousand dollars ($60,000). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "A," titled ("Scope of Services and 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

CONSULTANT:

Lex Zuber, CEO-President
Virtual Project Manager, LLC
P.O. Box 8127 (mailing)
Bend, OR 97701
lex@virtual-pm.com
(760) 881-6627

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 "B," 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	Virtual Project Manager, LLC
By: _____	By: _____
Eddie Tejeda, Mayor	Lex Zuber, CEO-President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES
AND
FEE SCHEDULE

The proposed construction management software shall provide the following integrated functionality (meaning the individual components utilize a shared repository of information and processes to ensure that all users have access to the same information, that redundant data entry is not required and that each of the components has a similar "look and feel":

1) Consultant shall provide the appropriate resources to modify or enhance applications to ensure the software will support City's business requirements;

2) Consultant shall customize standard forms (up to 10 forms) to meet the City's need. The City will provide markups on various standard forms within the City. The Consultant will be required to create the forms with the City provided files;

3) Consultant shall develop document management system for incoming and outgoing correspondence including provided recommendations;

4) Consultant shall provide training to City staff consisting of up to 40 hours of onsite training for various functions within the software including, but not limited to, change management, change orders, progress payment processing, submittal review, requests for information review and documentation of correspondence. The training period may be broken into various phases, based on City needs;

5) Consultant shall provide support for troubleshooting, problem resolution, enhancement and support services for the software;

6) At the discretion of City, consultant support shall be assigned and resided at the City's office during business hours;

7) Software shall allow an unlimited number of users;

8) Software shall have a place to store/attach all documents pertinent to the project; plans, specifications, notice to proceed, City forms, etc.;

9) Software shall allow daily logs to be entered in the field and have a place to track labor, material and equipment on each day with pull-downs entered at the start of a job, as well as attach all necessary documents while in the field;

10) Daily logs shall time stamp all documents entered;

11) Software shall produce weekly statement of working days;

12) Software shall have the option of calendar days or working days and calculate the completion date given the start date and number of days in contract;

13) Software shall allow both the City and contractor to enter requests for information (RFI's), submittals, payment applications and change orders;

14) Software shall allow an unlimited number of users;

15) Software shall have a storm water module;

16) Software shall send out "ball-in-court" emails to remind people of outstanding tasks;

17) Software shall track each submittal review and provide a summary of how many reviews, comments made and days associated with the review;

18) Software shall have an approval process for change orders and payments;

19) Software shall allow certified payroll (CPR) to be submitted from contractor and check CPR for violations;

20) Software shall have a place to attach preliminary notices so contractor is aware of the releases they will need;

21) Data migration that occurs in the future shall be planned and managed by City personnel with consultants assistance;

22) The City is currently using LASERFICHE for document management, upon termination of the contract, consultant shall work with the City and/or LASERFICHE directly (or current document management consultant) to migrate all necessary data;

23) Software shall be guaranteed a 99.999% uptime;

24) At any given time, should the City need a copy of the software database, the vendor shall be able to export all databases into a backup file that can be imported into a Microsoft Structured Query Language (SQL) Server database;

25) The hosted site must provide a secure connection using Secure Sockets Layer (SSL);

26) Services shall be made available through redundant datacenters to increase system availability;

27) Software systems shall be backed up daily to ensure City data is protected in anticipation of disaster recovery; and

28) Technical support must be available for City Staff at a minimum during normal business operations Mon-Fri 7:30 – 5:30 PST.

Year 1-5: $12,000/year

Software License (Unlimited Concurrently running projects open and closed)	$1,000.00/Month
Users can be set up on an as needed basis at no additional cost.	$0
Unlimited users	$0
Unlimited Storage	$0
Unlimited Projects	$0
Technical support (8-5 PST) No additional cost	$0

EXHIBIT B

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

Virtual Project Manager, LLC

By:_____ Date: _____
Lex Zuber, CEO-President

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: 7/6/23

TO: Purchasing Division

FROM: MUED

Purchase Requisition # _____

Estimated Total Cost: $ $60,000

Proposed Vendor: Virtual Project Manager, LLC

Request Term: FY 23/24

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:

MUED is utilizing Virtual Project Manager (VPM), a construction projects management software for last five (5) years, and planning to continue to utilize it. VPM is a construction management tool with one centralized location for communication between field and office staff for both city employees and contractors. These benefits include standard documents for every project and project specific summary reports/documents, change orders, transmittals, submittals, requests for information, daily logs, project contacts, payments and task assignments.

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

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

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

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

Goutam Dobey 7/6/23

Prepared by Date

7/10/23

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City Council/Successor Agency Meeting **J. 16.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for in-kind support for $2,625 related to the The Artlands Walk event hosted by The Artlands Creative to be held on September 30, 2023; approve a request to temporarily close East Vine Street from Cajon Street to 6th Street and Civic Center parking lot; authorize the request for the sale and consumption of alcoholic beverages at the event; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act; and
2. I move to authorize and approve a request for in-kind support in the amount of $2,625 related to this event; and
3. I move to authorize the temporary street closure of East Vine Street from Cajon Street to 6th Street and Civic Center parking lot; and
4. I move to approve the request for the sale and consumption of alcoholic beverages for The Artlands event to be held on September 30, 2023.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA) and approve the temporary closure of East Vine Street from Cajon Street to 6th Street Civic Center parking lot on September 30, 2023, for the Artlands event. Staff further recommends that the City Council direct staff accordingly

concerning the request for in-kind support and the request for the sale and consumption of alcoholic beverages.

DISCUSSION:

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

The Artlands Creative is requesting approval to temporarily close East Vine Street from Cajon Street to the 6th Street Civic Center parking lot for the event. Additionally, they are requesting in-kind support in the amount of $2,625 for departmental resources including Facilities and Community Services and Police Personnel. The Artlands Creative is a non-profit organization operating out of the City of Redlands. The Artlands Creative will be responsible for operating the proposed pouring station and for obtaining the daily license to serve alcohol from the Office of Alcohol Beverage Control. The Artlands Creative is requesting permission to serve beer at the event that will end no later than 7:00 p.m. The City Council's approval is necessary to authorize the consumption of alcohol for this event due to its location. Staff's approval authority is limited to only enclosed public areas in public parks as defined by Resolution No. 7559; therefore, the granting of this request is outside city staff's purview.

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

ALTERNATIVES:

The City Council may deny the request or waive a portion of the fees.

STRATEGIC PLAN:

Priority A - Quality of Life, Strategic Objective 1. Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

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

REVIEWED BY:
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Rachel Tolber, Police Chief

PREPARED BY:
Michelle Groenke, Administrative Assistant

Fiscal Impact

Fiscal Year:	2023/24
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	N

Discussion:

The 2022-2023 FY Actuals column displays the total in-kind support costs incurred by the City for events held by the requesting organization last fiscal year. The 2023-24 column itemizes the costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources estimated to support the current proposed event. Departmental Charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	**Estimated In-Kind Support Costs**	**Type**	**2022-23 FY Actuals**
Police Personnel[1]	$1,500.00	Hard Cost	$2,250.00
Fire Personnel[1]	$	Hard Cost	$
Fire Equipment	$	Soft Cost	$
Facilities & Community Services Personnel[1]	$1,125.00	Hard Cost	$1,680.00
Facilities & Community Services Equipment	$	Soft Cost	$
Personnel & Equipment Subtotal	**$2,625.00**		**$3,930.00**

Fees Established by City Council Resolution	**$0**		**$0**
Total Departmental Charges and Fees	**$2,625.00** (hard) **$0** (soft) **$2,625.00 (Total)**		**$3,930.00 (Total)**

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

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2023-24 to date:

TABLE 2: FY 2023-24 Fee Waivers to date

Hard Costs	Soft Costs	Deposits Refunded	Waiver Amount	Net Amount
$83,077.00	$6,018.00	$0.00	$89,095.00	$89,095.00

Attachments

In-kind Request
Authorization to Serve Alcohol
Verification of non-profit
Artland Closure area

City of Redlands *In-Kind Support Request*

Event Name: ARTLANDS

Event Date(s): 9/30/2023 **Location(s):** East Vine Street/ City Hall Breezeway & Parking Lot

Rain Out Date: 10/14/2023 **Beginning Time:** 1:00pm **End Time:** 7:00pm

Describe Your Request:

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

Request to waive fees associated for street closure for community art & music event featuring art vendors, live music, beer garden, and interactive activities. Alos requesting power a power source to be accessible in the City Hall parking lot

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — Barricades/traffic cones/ no-parking
- [x] Police (*Public Safety Personnel)*
- [ ] Fire (*Paramedics, Inspectors)*
- [ ] Parks *(Cleanup Personnel, Ball Field Lights)*
- [x] Facility — Power source, card board trash containers

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

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

- [ ] Other

Group/Organization Name: The Artlands Creative

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 46-5257168

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

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

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

Primary Contact Name & Title: Daniel Gohman, Executive Director

Mailing Address: 18 E. Vine St., Redlands, CA 92373

Phone Number: (909) 519-0783 **E-Mail Address:** theartlandsca@gmail.com

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

Positive outcomes for your organization from this

This event provides a platform for local artists and musicians to showcase their work and for the community to come out and enjoy/participate. It raises awareness about our organization and the work that we do in the community. It is also helps us to raise funds which enables us to sustain our work and presence in the community.

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

This event brings people to Redlands which benefits the businesses downtown. It helps the businesses on Vine Street and in the Fox Theatre building specifically. We also utilize local businesses such as Junior's Party Rental and Hangar 24 Craft Brewery and we give free space to other local nonprofits to showcase their organizations.

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

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	300	300	25
Attendance: Non-Residents	200	200	25
Food & Beverage Sales	Beer - about $1,300	Beer - about $1,300	1
Merchandise Sales	$900 - Artlands	$900 - Artlands	
Ticket/Entrance Fees	N/A	N/A	
Other	Vendor Fees - $1,500	Vendor Fees - $1,500	50 - 60
Total Revenue	$3,700	$3,700	

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

Signature: Daniel Gohman **Title:** Executive Director

Please Print Your Name: Daniel Gohman **Date:** 6/27/2023

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: ARTLANDS

DATE OF EVENT: 9/30/2023 HOURS: 1pm - 7pm

LOCATION: East Vine Street, City Hall Breezeway/Parking Lot

APPLICANT'S INFORMATION:

INDIVIDUAL/ORGANIZATION NAME: The Artlands Creative

CONTACT PERSON: Daniel Gohman PHONE: (909) 519-0783

EMAIL: theartlandsca@gmail.com ADDRESS: 18 E. Vine St., Redlands, CA 92373

EVENT INFORMATION:

ARE FEES BEING CHARGED FOR EVENT? YES ☐ NO ☑ PRICE: _____

ARE FEES BEING CHARGED FOR ALCOHOL? YES ☑ NO ☐ PRICE: $8-$15

TYPE OF ALCOHOL BEING SERVED: BEER ☑ WINE ☑ DISTILLED SPIRITS ☐

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing The Artlands Creative and in consideration of being permitted to conduct the Event, agree that the members/participants of ARTLANDS shall defend, indemnify and hold harmless the City of Redlands, its elected officials, officers, boards, commissions, agents and employees from and against any and all claims, demands, actions, suits, damages, liabilities and judgments of every kind and nature and regardless of the merit of the same, arising out of the use of City of Redlands' facilities.

The members/participants of ARTLANDS hereby release, discharge and agree not to sue the City of Redlands for any injury, death or damages to or loss of property arising out of or in connection with this event from whatever cause.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO USE AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT I HAVE THE FULL AUTHORITY TO EXECUTE THIS FULL RELEASE OF LIABILITY ON BEHALF OF THE MEMBERS/PARTICIPANTS OF ARTLANDS AND THAT I HAVE SIGNED THIS AGREEMENT ON:

Date: 6/26/2023 Signature: Daniel Gohman

AUTHORIZATION

Pursuant to the use of alcohol within the City property noted above, the City of Redlands grants you permission to do so with the following conditions set forth by the City Council:

ALCOHOL RELATED TO PARKS:

Redlands Municipal; Code, Section 12.44.270 does allow, pursuant to a written permit from the Quality of Life Director, a person or persons to drink or consume alcoholic beverages in public parks, only in enclosed public areas as defined by resolution of the City Council. Any other locations within the City's property requires the City Council approval and designation of the place for the sale and consumption thereof.

Tape or fencing of some kind shall be used for setting off the area for which the alcoholic beverages are served and consumed. Alcohol sales and distribution shall cease one hour prior to end of the event unless otherwise directed by RPD or ABC office.

ALCOHOL RELATED TO AIRPORT:

12.56.090: USE OF INTOXICATING LIQUOR OR DRUGS: No person shall operate or assist in the operation of any aircraft while under the influence of, or using, any intoxicating liquor or habit forming or hallucinatory or narcotic drug. No alcoholic beverage may be consumed or sold on the airport unless the city council shall have approved and designated the place for the sale and consumption thereof.

APPROVED: _____ DATE: _____ DENIED: _____ DATE: _____

CITY COUNCIL DATE (if applicable): _____

COACHELLA VALLEY ART SCENE

EIN: 46-5257168 | Cathedral City, California, United States

Other Names

THE COACHELLA VALLEY ART SCENE

THE ARTLANDS CREATIVE

Auto-Revocation List

Organizations whose federal tax exempt status was automatically revoked for not filing a Form 990-series return or notice for three consecutive years. *Important note: Just because an organization appears on this list, it does not mean the organization is currently revoked, as they may have been reinstated.*

Exemption Type: 501(c)(3) ⓘ

Exemption Reinstatement Date: 05-15-2022

Revocation Date: 05-15-2020

Revocation Posting Date: 08-11-2020

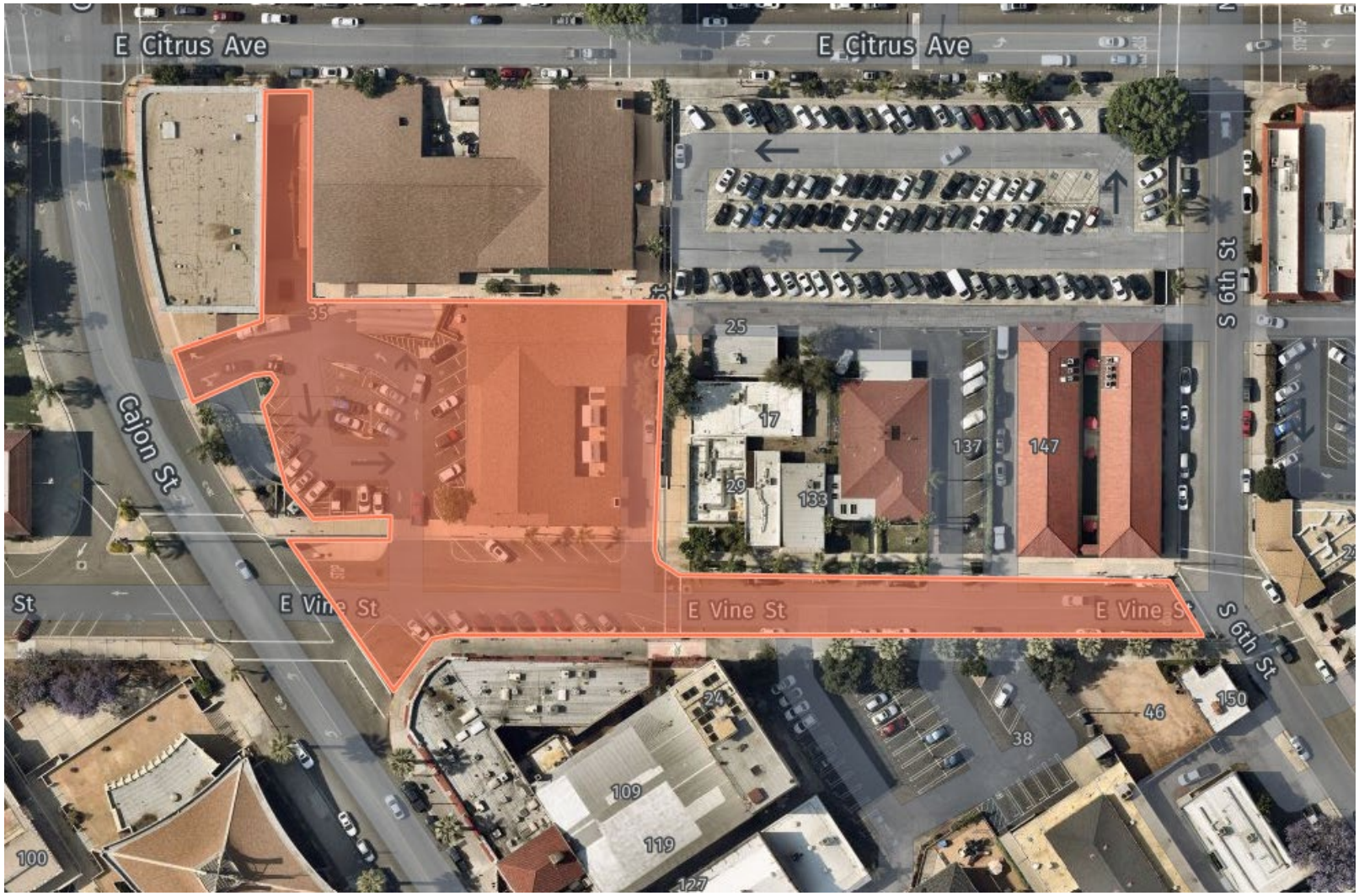
Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

- FinalLetter_46-5257168_THECOACHELLAVALLEYARTSCENE_08202014.tif [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_46-5257168_THECOACHELLAVALLEYARTSCENE_08202014.tif]
- FinalLetter_46-5257168_THEARTLANDSCREATIVE_02212022_00.tif [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_46-5257168_THEARTLANDSCREATIVE_02212022_00.tif]

Artlands Creative Artwalk Street/ Area Closure



City Council/Successor Agency Meeting **J. 17.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for commercial vendors and the temporary closure of State Street for the Art-On-State-Street event on September 24, 2023, and determination that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the special event and authorize the temporary closure of East State Street from 6th Street to 7th Street on September 24, 2023 for the Art-On-State-Street event hosted by the Redlands Art Association.

RECOMMENDATION:

Staff recommends that the City Council direct staff accordingly regarding the event, commercial vendors and temporary street closure request of East State Street from 6th Street to 7th Street for the Art-On-State-Street event hosted by the Redlands Art Association on September 24, 2023.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon issuing a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community.

The non-profit organization, Redlands Art Association, has hosted other events in Redlands and is requesting to hold the Art-On-State-Street event on Sunday, September 24th, on East State Street between 6th and 7th Streets from 10:00 a.m. to 4:00 p.m. The Redlands Art Association is a 501(c)3 organization that intends to use proceeds from the event to further art education at their art center downtown. The Redlands Art Association is also requesting to have commercial vendors with various sales of artwork, approximately 39 artists or vendors. City Council approval is required for the event because of the request for the temporary street closure and because the Municipal Code prohibits commercial activity and special events to take place within a city street.

The City Council has approved commercial activity within a city street for non-profit events in the past. Therefore, the Council's approval is needed for this request. Should the City Council elect to approve the event, the following conditions of approval will apply: the event will be held on East State Street from 6th Street to 7th Street, all commercial vendors shall have a current City of Redlands business license to participate in the event, and the event shall comply with all County of San Bernardino Health Permit regulations.

ALTERNATIVES:

The City Council may elect to deny the event, commercial activity, or temporary street closure.

STRATEGIC PLAN:

Priority A- Quality of Life, Strategic Objective 1. Beautification, Arts, and Culture. Enhance community events to better reflect Redlands' diversity and demographics.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

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

REVIEWED BY:
Christopher Boatman, Assistant City Manager
Rachel Tolber, Police Chief

PREPARED BY:
Michelle Groenke, Administrative Assistant

Fiscal Impact

Fiscal Year:	2023/24
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	N

Discussion:

If the event is approved, the applicant will pay any applicable fees associated with the event.

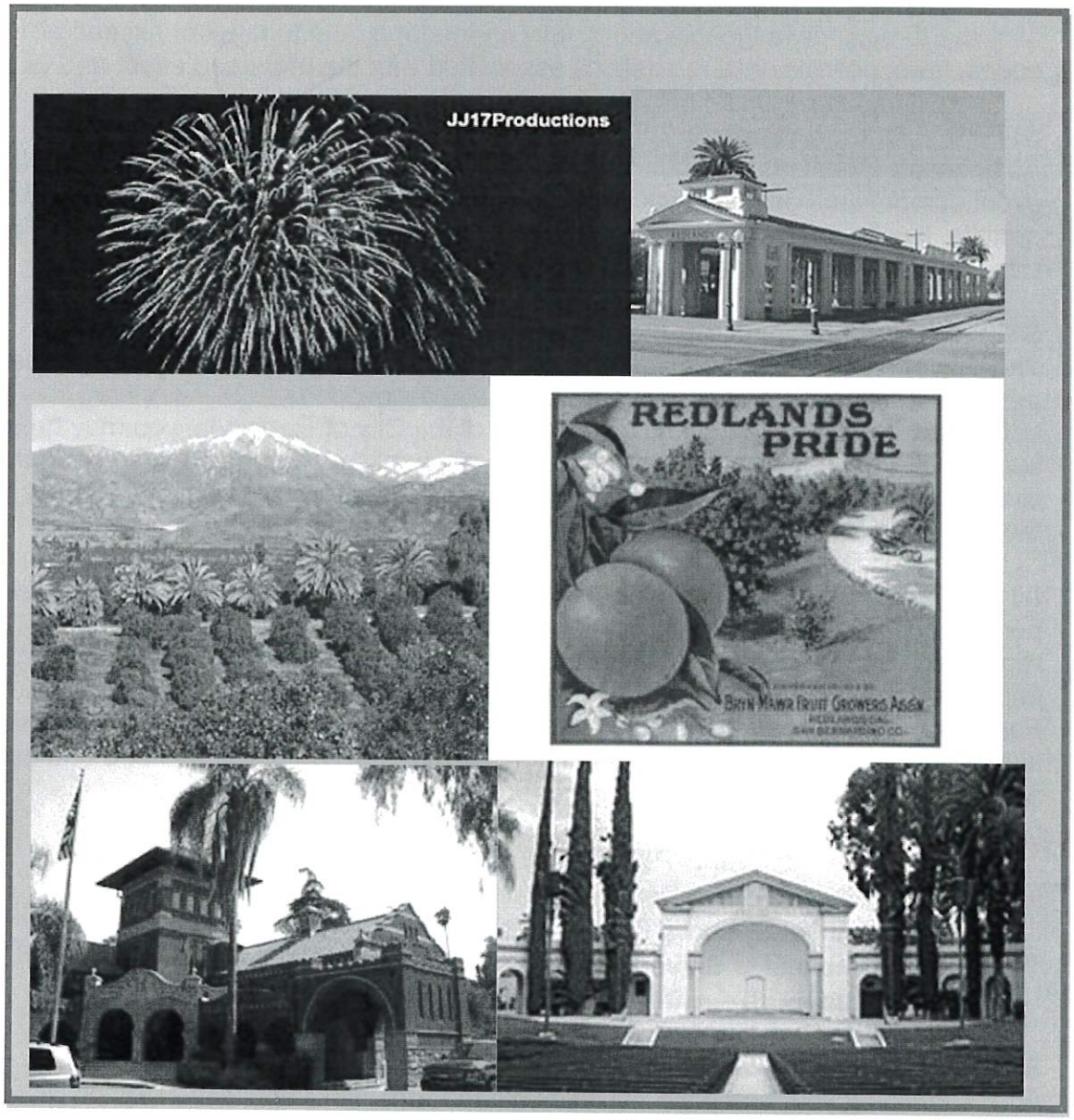
Attachments

Special Event Application
Non-Profit Verification
Art-On-State St Closure

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

SPECIAL EVENTS PERMIT APPLICATION

EVENT: ART ON STATE STREET
ORGANIZER: REDLANDS ART ASSOC
Date of Event: 9 / 24 / 2023 Sandy David
Date Submitted: 6 / 14 / 2023



NOTICE TO PERMIT APPLICANT

- Completed Special Event Permit Applications **must** be submitted to the Facilities & Community Services Department a **minimum of five (5) months prior** to the date the event is scheduled to begin.
- All forms in this application package that are relevant to your event must be complete and submitted together in order to be considered.
- Applicants must conform to all requirements for maintaining liability insurance.
- Incomplete applications or applications submitted past the deadline are subject to denial of request to hold event.

SECURITY PLAN

YES NO

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

Security Organization _____

Address Street _____

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Pager/Cellular _____

Private Patrol Operator License # _____

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

MEDICAL PLAN

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

YES NO

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

_____

If yes, please list:

_____

Medical Services Provider

_____

Address Street

_____

City _____ State _____ Zip _____

_____

Telephone Day _____ Evening _____ Fax _____ Pager/Cellular _____

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

_____

_____

_____

_____

_____

_____

SUMMARY OF EVENT

Event Title: ART-ON-STATE STREET

Description: ARTISTS FINE ARTS AND CRAFTS SHOW AND SALE. SEMI-ANNUAL ART EVENT, STREET AREA IN FRONT OF DOWNTOWN GALLERY

Date/Time

Setup	Date	9-24-23	Time	8 AM	Location(s)	BETWEEN 6th & 7th STATE STREET
Event Starts	Date	9-24-23	Time	10 AM	Location(s)	"
Event Ends	Date	9-24-23	Time	4 PM	Location(s)	"
Dismantle	Date	9-24-23	Time	4-5 PM	Location(s)	"

*Submit a Site Plan for each venue listed

Anticipated Attendance: Total 500 Per Day 500

Anticipated Participants: Total 39 Per Day 39

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

	Primary Contact:	Secondary Contact
Name:	SANDY DAVIES	SUZANNE BURKE
Address:	215 E STATE ST	215 E STATE ST
City, State, Zip	REDLANDS CA 92373	REDLANDS CA 92373
Phone:	909-273-4598	909-647-8620
Email:	SANDYDAVIES@VERIZON.NET	SRBURKE20@GMAIL.COM

Name of Organization: REDLANDS ART ASSOCIATION Is it Non-Profit? YES

Tax I.D. #: 23-7292598

Yes	No	
☒	☐	Is this an annual event? How many years have you been holding this event? 14
☒	☐	Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A
☐	☒	Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A
☐	☒	Will you be serving alcohol? If yes, please complete both Alcohol Permit forms in Appendix A
☐	☒	Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A
☐	☒	Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A
☐	☒	Vendor(s)? If yes please complete the Vendor List in Appendix A.

ACCESSIBILITY PLAN

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

YES NO

- [x] ☐ Will there be a Clear Path of Travel throughout your event venue? Please describe FIRE TRUCK ACCESS MIDDLE OF STATE STREET
- ☐ [x] Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe
- [x] ☐ Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe ADA PORTABLE REST ROOM AT EVENT
- ☐ [x] Will all food, beverage and vending areas be accessible? Please describe NONE
- ☐ [x] Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe NONE
- ☐ [x] If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe NONE
- ☐ [x] If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe NONE
- ☐ [x] If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Please describe EVENT IS SELF CONTAINED

RESTROOM FACILITIES PLAN

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

Yes No

- [x] ☐ Do you plan to provide portable rest room facilities at your event?

If yes: Total number of portable toilets 1

If no: Please explain:

Rest Room Company UNITED SITE SERVICES

Address Street

City SAN BERNARDINO State CA Zip

Telephone Day 866-892-8451 Evening Fax Pager/Cellular

ENTERTAINMENT PLAN

YES NO

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

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

  Number of Stages _____
  Number of Performers/Bands _____
  Performer/Band name and music type _____

- ☐ ☒ Will sound checks be conducted prior to the event?
  If yes, Start time _____ Finish time_____

- ☐ ☒ Will sound amplification be used?
  If yes, Start time _____ Finish time _____

- ☐ ☒ Do you plan to have a patron dance component to either live or recorded music at your event?
  If yes, please describe _____

- ☐ ☒ Please describe the sound equipment that will be used for your event _____
  _____

- ☐ ☒ Will inflatables, such as jumpers, or similar devices be used at your event?
  If yes, please describe _____

- ☐ ☒ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?
  If yes, please fill out a fireworks permit also located in this packet.
  If yes, please describe _____

- ☐ ☒ Will your event include the use of any signs, banners, decorations, or special lighting?
  If yes, please describe _____

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

- ☐ ☒ Do your event plans include any, drawings or raffle opportunities?
  If yes, please describe _____

MARKETING AND PUBLIC RELATIONS

Yes No

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

If yes, please describe PRESS ARTICLES, FACEBOOK, RAA NEWSLETTER

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

If yes, please describe _____

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

If yes, please describe safety plan _____

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

If yes, please describe _____

INSURANCE REQUIREMENTS

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

Name of Insurance Agency HUB INTERNATIONAL

Address Street _____

City RIVERSIDE State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Pager/Cellular _____

Contact Name _____

Policy Type _____

Policy Amount _____

Policy Number _____

on file with Risk Management

Redlans Regular Meeting of 09-05-2023

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

REDLANDS ART ASSOCIATION
C/O SUZANNE BURKE
215 EAST STATE STATE STREET
REDLANDS, CA 92373

Date:
03/18/2022
Employer ID number:
23-7292598
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
November 15, 2020
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053716008631

Dear Applicant:

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

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

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

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

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

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

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Redlans Regular Meeting of 09-05-2023

Redlands Art Association

EIN: 23-7292598 | Redlands, California, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Auto-Revocation List

Organizations whose federal tax exempt status was automatically revoked for not filing a Form 990-series return or notice for three consecutive years.
Important note: Just because an organization appears on this list, it does not mean the organization is currently revoked, as they may have been reinstated.

Exemption Type: 501(c)(3)

Exemption Reinstatement Date: 11-15-2020

Revocation Date: 11-15-2020

Revocation Posting Date: 07-12-2021

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

FinalLetter_23-7292598_REDLANDSARTASSOCIATION_11092021_00.tif [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_23-7292598_REDLANDSARTASSOCIATION_11092021_00.tif]

Art-On-State Street Closure



City Council/Successor Agency Meeting **J. 18.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a request for the temporary closure of Clay Street, between Lugonia Avenue and Western Avenue, for the Boys and Girls Club of Greater Redlands-Riverside Day for Kids event on September 16, 2023, from 8:00 am to 4:00 pm, and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to authorize the temporary closure of Clay Street, between Lugonia Avenue to Western Avenue, on September 16, 2023 for the Day for Kids event hosted by the Boys and Girls Club of Greater Redlands-Riverside.

RECOMMENDATION:

Staff recommends that the City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act. Staff also recommends that the City Council authorize the temporary street closure request of Clay Street between Lugonia Ave and Western Ave for the Day for Kids event hosted by Boys and Girls Club of Greater Redlands-Riverside.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for temporary street closures in areas of the City. Upon issuing a street closure permit, the event may take place contingent on the event organizer paying the required fees. The Boys and Girls Club of Greater Redlands-Riverside is requesting to hold the Day for Kids event on Saturday, September 16, 2023, at the Boys and Girls Club from 8:00 a.m. to 4:00 p.m.

City Council approval is required for the event because of the request for the temporary street closure. The City's Municipal Code prohibits commercial activity and special events from taking place within a city street. The City Council has approved commercial activity within a city street for non-profit events in the past. Therefore, the Council's approval is needed for this request. Should the City Council elect to approve the event, the following condition of approval will apply; the event will be held on Clay Street between Lugonia Avenue and Western Avenue.

ALTERNATIVES:

The Council may deny this request.

STRATEGIC PLAN:

Priority A - Quality of Life, Strategic Objective 1. Beautification, Arts, and Culture. Enhance community events to better reflect Redlands' diversity and demographics.

SUBMITTED BY:

Tabitha Crocker, Facilities and Community Services Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Christopher Boatman, Assistant City Manager
Rachel Tolber, Police Chief

PREPARED BY:

Michelle Groenke, Administrative Assistant

Fiscal Impact

Fiscal Year: 2023/24

Discussion:

There is no fiscal impact for this event.

Attachments

Verification of Non-Profit

Boys & Girls Club St Closure

Boys & Girls Clubs of Greater Redlands-Riverside

EIN: 95-6187083 | Redlands, California, United States

Other Names

BOYS AND GIRLS CLUBS OF GREATER REDLANDS RIVERSIDE

BOYS AND GIRLS CLUBS OF GREATER REDLANDS- RIVERSIDE

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

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

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

- **Tax Year 2020 Form 990**
- **Tax Year 2019 Form 990**
- **Tax Year 2018 Form 990**
- **Tax Year 2017 Form 990**

Tax Year 2016 Form 990

Event: Boys & Girls Clubs of Greater Redlands-Riverside Day For Kids

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

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

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

Permission is hereby granted to: Boys & Girls Clubs of Greater Redlands-Riverside

To close (street names) Clay Street (Partial closure only, directly in front of 1251 Clay Street

Between (street names) Lugonia and Western Ave. (Only partial closure of Clay Street, Street will be blocked directly in front of BGCGGG Hansberger Clubhouse and Redlands Community Center.

On (date) 9/16/23 from (time) 8 am/pm to (time) 4 am/pm

Address of Applicant: 1251 Clay Street Redlands, Ca 92374

Signature of Applicant: _____ Phone No. (909)504-5618

Condition(s): Partial Street Closure. Residents wil have entry and exit point to get in and out of their homes druing event. Street will not be blocked in front of resident housing.

Event Description: Boys & Girls Cubs of Greater Redlands-Riverside's Day For Kids. Carnival themed activities for BGCGRR club memebrs and Redlands community at large. Day for Kids is an annual event held to bring the redlands community together, and promote BGCGRR membership and services.

FOR OFFICE USE ONLY

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

1. _____ _____
   Chief of Police — Date

2. _____ _____
   Municipal Utilities & Engineering Department — Date

3. _____ _____
   Facilities & Community Services Department — Date

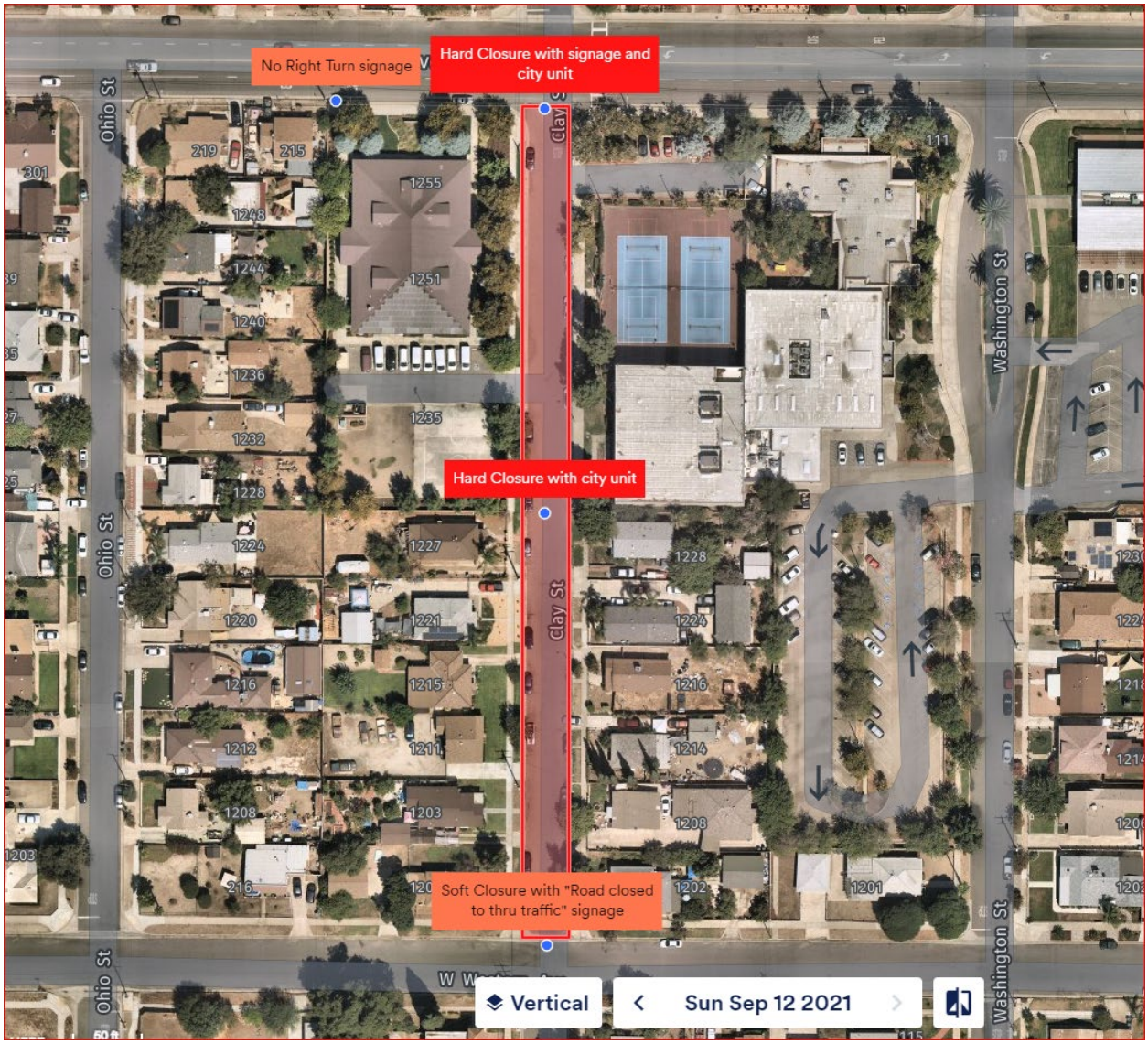
4. _____ _____
   Risk Management Division — Date

Staff Notes:

_____

_____

Boys & Girls Club Street Closure



City Council/Successor Agency Meeting **J. 19.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the agreement with Geo-Logic Associates, Inc. to provide construction quality assurance, observation, regulatory compliance and documentation for Gas Extraction Wells Installation Phase 2 & 3 at the California Street Landfill in a total agreement amount not-to-exceed $194,138.16 (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 an agreement with Geo-Logic Associates, Inc. for construction quality assurance, observation, regulatory compliance, and documentation for the Gas Extraction Wells Installation Phase 2 & 3 at the California Street Landfill in a total agreement amount not-to-exceed $194,138.16.

RECOMMENDATION:

Staff recommends that the City Council approve the agreement with Geo-Logic Associates, Inc. for construction quality assurance, observation, regulatory compliance, and documentation for Gas Extraction Wells Installation Phase 2 & 3 at the California Street Landfill.

DISCUSSION:

The Facilities and Community Services Department operates the City's California Street Landfill (Landfill) located at the northerly terminus of Nevada Street, adjacent to the Santa Ana River Wash. The California Street Landfill is required by Federal, State, and County agencies to remain in compliance with regulatory requirements associated with the daily operations, monitoring, routine

gas flare emissions, as well as reporting of the landfill gas extraction systems and other reporting requirements. Although methane levels remain in compliance, gas concentrations have increased due to the insufficient number of wellheads located in phases 2 & 3. Thus, additional wellheads must be installed to mitigate gas control. If the City Council approves the construction contract for the project, construction quality assurance (CQA) will be required.

The Gas Extraction Wells Installation Phase 2 & 3 will be constructed according to approved plans which will require CQA observation, regulatory compliance, and documentation from a third party. CQA is implemented to ensure that the project is constructed to specifications, and all potential environmental impacts are addressed within regulatory compliance requirements. Construction of the Gas Extraction Wells Installation Phase 2 & 3 is expected to commence in late September 2023, with anticipated completion within 120 days of commencement.

In July 2023, City staff issued a request for proposals (RFP) in accordance with the City's procurement policy. A total of 3 firms responded, as depicted in the following table:

Firm Name	Responsive Bidder	Responsible Proposer	Project Cost Proposal
Geo-Logic Associates, Inc.	X	X	X
LFG Engineering, Inc.	X	X	X
Universal Engineering Sciences	X	X	X

Geo-Logic Associates, Inc. was deemed to be the most qualified firm based on their demonstrated competence and qualifications necessary for the satisfactory performance of the services required, and the cost for such services. Staff recommends that the City Council approve the agreement with Geo-Logic Associates, Inc. for construction quality assurance, observation, regulatory compliance, and documentation for the California Street Landfill Gas Extraction Wells Installation Phase 2 & 3 project.

ALTERNATIVES:

City Council may elect not to approve the agreement with Geo-Logic Associates, Inc., and provide alternate direction for 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
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:	Yes
Appropriation Required Y/N:	N
Amount:	$194,138
Budgeted Y/N:	Yes
Account No.:	511910-8501

Discussion:

Sufficient funding for this service is included in the Solid Waste Division's project budget (511910) for Fiscal Year 2023-24 as approved by City Council.

Attachments

Agreement with Geologic Assoc.

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for construction quality assurance services for the California Street Landfill Gas Extraction Wells Installation Phase 2 & 3 ("Agreement") is made and entered in this 5th day of September 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Geo-Logic Associates, Inc, a ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide construction quality assurance services for the California Street Landfill Gas Extraction Wells Installation Phase 2 & 3 services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The term of this Agreement shall be for a period of one hundred twenty (120) days commencing as of the effective Date, unless terminated earlier as provided herein.

4.2 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 the Consultant's performance of the Services shall not exceed the amount of One Hundred Ninety-Four Thousand One Hundred Thirty-Eight Dollars and Sixteen Cents. ($194,138.16). 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:	CONSULTANT:
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org Phone: (909) 798-7531	David Harich, Principal In Charge Geo-Logic Associates, Inc. 2777 East Guasti Road, Suite 1 Ontario, CA 91761 dharich@geo-logic.com Phone: 909-626-2282

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.

[SIGNATURES ON NEXT PAGE]

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

GEO-LOGIC ASSOICATES, INC.

By: _____
David Harich, Principal In Charge

EXHIBIT "A"

SCOPE OF SERVICES

Consultant Construction Quality Assurance (CQA) services during the California Street Landfill Gas Extraction Wells Installation Phase 2 & 3 will include monitoring through observation, regulatory compliance, and documentation along with technical specifications, construction drawings, and the following provisions:

- *Survey, Layout and protection of Existing Facilities*
- *Landfill Gas Well Drilling*
- *Single, Landfill Gas Extraction Wellhead Installation and Backfill*
- *Landfill Gas Extraction Wellhead Installation and Connection to Lateral*
- *Drill/Abandon Unusable Well Borings*
- *Provide and Install LFG Well Lateral Pipe, with Supports and Guides*
- *Provide and Install Fittings, Valves, and Other Appurtenances*
- *Provide and Install 4-inch Fittings, Valves, and Other Appurtenances*
- *Provide and Install Soil Ramps and Road Crossings*
- *Traffic Control*
- *Construction and Site Management*

The following tasks provide a description of how Construction Quality Assurance will be completed.

Project Management

Consultant will assign technical professionals experienced with landfill Gas Collection and Control System (GCCS) construction to monitor gas well construction and piping installation as required by the project. Consultant will coordinate construction oversight with the City's Solid Waste Manager, third party design engineer and will coordinate and attend weekly construction meetings. Consultant will assign a project manager/certifying engineer that will assist the City with submittal and RFI review and prepare and certify the Final CQA Report for agency submittal. The Project Manager will provide daily CQA reports in the field that will be organized and presented to the City during weekly construction meetings and made available to the agencies as required for the duration of the project. All management and administrative hours for the project are included in this task and provided in the Fee Schedule.

CQA Field Services

Consultant will provide an experienced full time professional CQA technician for the duration of the project. The technician will observe and monitor the Phase 2 & 3 construction in accordance with the project plans, specifications, and special provisions. Consultant will monitor project layout, drilling, record drilling using well logs or similar, well construction, and waste disposal. If the construction contractor schedules additional construction activities, Consultant will assign a part time CQA monitor to provide observation for those activities, e.g., landfill gas header/lateral conveyance piping installation, pipe anchoring, trenching and backfilling, well head installation, and connection to the existing GCCS. Consultant technicians will monitor

additional construction activity not mentioned above including lateral/header road crossing construction, compliance with traffic control, receipt/storage and conformance of job materials and general jobsite management.

Final Construction Documentation Report

Consultant will compile and prepare a Final CQA Report using daily and weekly construction activity logs and observation activities, submittals, job site photos, weekly meeting minutes, and project as built for submittal to the City within 30 days of completion. Consultant will respond to one round of City comments and submit the Final CQA Report to the Santa Ana Regional Water Quality Control Board (RWQCB). The Final CQA report will include a Certification Page sealed by a professional Civil Engineer verifying that the project was constructed in conformance with the Construction Drawings, Specifications, and Special Provisions or approved changes and meets the requirements for GCCS expansion as intended.

EXHIBIT "B"
FEE SCHEDULE

PROFESSIONAL STAFF

Staff Professional I ……$128.00/Hour
Staff Professional II ……142.00/Hour
Staff Professional III ……....156.00/Hour
Project Professional I ……...170.00/Hour
Project Professional II ……..185.00/Hour
Project Professional III ……200.00/Hour
Senior Professional I ……215.00/Hour
Senior Professional II ……...230.00/Hour
Senior Professional III ……..245.00/Hour
Principal Professional I …… 260.00/Hour
Principal Professional II ……274.00/Hour
Principal Professional III …….. 289.00/Hour
Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum)……...…...2 x Hourly Rate

FIEL/LABORATORY STAFF

Technician I ……95.00/Hour
Technician II ……..…….108.00/Hour
Technician III (or Minimum Prevailing Wage)…..…… …….....122.00/Hour
Technician IV……...135.00/Hour
Laboratory Manager…….....169.00/Hour
Principal Technician ……..……...170.00/Hour

CADD/GIS

CADD/GIS/Database Manager I…….108.00/Hour
CADD/GIS/Database Manager II……128.00/Hour
CADD Designer……..…….....…….....142.00/Hour
GIS Specialist……...142.00/Hour

SUPPORT STAFF

Administrative Assistant I ……..…108.00/Hour
Administrative Assistant II……..…125.00/Hour
Administrative Assistant III……..…….....…….....122.00/Hour
Technical Editor……...101.00/Hour
Senior Technical Editor……..…….....…….....142.00/Hour
*Overtime Premium is 35% of PERSONNEL CHARGE

EQUIPMENT CHARGES

BAT Permeameter ……200.00/Day
Compaction Testing Equipment & Supplies……..... 50.00/Day
Peel & Shear Strength Apparatus (FML Seams) …….…….…….....900.00/Month
Portable Laboratory (8' x 32' trailer) with equipment…….....1,200.00/Month
Portable Laboratory (mobilization/demobilization)…….....1,500.00
ReMi/Refraction Seismograph ……600.00/Day
Sealed Single Ring Infiltrometer (SSRI)……200.00/Day or 750.00/Month
Sealed Double Ring Infiltrometer (SDRI)……...Call for Quote
Slope Inclinometer ……..250.00/Day
Unmanned Aerial Vehicle (Drone) Reconnaissance……130.00/Day

EXPENSES

Vehicle Use for Field Services……..…15.00/Hour or 350.00/week
Soil Sampling Equipment & Drilling Supplies……...……..5.00/Hour

Groundwater Sampling Equipment and Supplies …….15.00/Hour
Per Diem……Lesser of (Cost + 15%) or (Local Government Rate)
Outside Services (Consultants, Surveys, Chemical lab Tests, etc.)……Cost + 15%
Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.)……Cost

TESTING	TEST METHOD	UNIT RATE
Moisture Content, gravimetric	D2216/D4643	$25/Test
Moisture Content (volumetric and gravimetric) and Bulky Density	D7263	$40/Test
Porosity		$250/Test
Particle Size Analysis		
Standard Sieves and Hydrometer	D422	$230/Test
Particle Size Analysis – Dry Sieve	D421	$105/Test
Particle Size Analysis – Aggregate, no hydrometer	D422/C136/CT202	$180/Test
Particle Size Analysis with Gravel with hydrometer	D422	$250/Test
Percent Passing #200 Sieve	D1140/C117	$90/Test
Atterberg Limits		
Liquid Limit, Plastic Limit, Plasticity Index (LL, PL, and PI)	D4318	$190/Test
Liquid Limit	D4318	$105/Test
Plastic Limit	D4318/CTM 204	$105/Test
Specific Gravity, Fine (<4.75mm diameter materials)	D854	$110/Test
Specific Gravity, Coarse (>4.75mm diameter materials)	C127	$130/Test
Proctor Compaction Test		
Method A or B (<25% retained on a 3/8"sieve)	D698/D1557	$225/Test
Method C (>25% retained on a 3/8"sieve)	D698/D1557	$265/Test
Moisture Density Single Point, std/mod (proctor check point)	D698/D1557	$90/Test
Moisture Density Curve	CTM 216	$225/Test
Percent Organic Matter by Muffle Furnace	D2974	$105/Test
Hydraulic Conductivity, Fixed Wall, up to 6" Diameter Cell	Modified	$315/Test
Flexible Wall Method, 1" to 4" Diameter Sample	D5084	$370/Test
Consolidation Test (single point)	D2435	$105/Test
Consolidation Test (without rate data)	D2435	$190/Test
Test rate data per load increment	D2435	$70/Test-Load
Expansion Index of Soils	D4829	$180/Test
Expansion Indext Test w/Cement of Lime treated soils	D4829	$220/Test
Unconfined Compressive Strength (UC), 2-3"	D2166	$110/Test
Unconsol.-Undrained Triax. Compression (UU), 2-3", 1-pt test	D2850	$215/Test
Consolidated Undrained Triax. Compressions (CU), 2-3" (per point)	D4767	$500/Point
Consolidated Drained Triax. Compressions (CD), 2-3" (per point)	D7181	$745/Point
Direct Shear Test (saturated)	D3080	$90/Point
Direct Shear Test (saturated, recycled – strain rate 0.0042"/min)	D3080	$155/Point
Direct Shear Test (consolidated drained)	D3080	$205/Point
Direct Shear Test (consolidated drained, residual)	D3080	$315/Point
Direct Shear Test (at natural moisture)	D3080	$80/Point
R-Value	D2844/CTM301	$265/Test
Sand Content	D2419/CMT217	$100/Test
Durability Index (coarse)	D3744/CMT229	$200/Test
Durability Index (fine)	D3744/CMT229	$160/Test
R-Value (lime- or cement-treated soild)	D2844/CTM301	$315/Test
Compressive Strength, Soil-Cement	D1633/D1632	$205/Point
Pocket Penetrometer		$20/Test
pH of Soil		$25/Test
Chloride Content (subcontracted)	CTM422	$65/Test
Sulfate Content (subcontracted)	CTM417	$65/Test
Soil Resistivity (subcontracted)	G57/CTM643	$125/Test
Corrosion Series (Min. resistivity, pH, SO_4, CI; subcontracted)		$205/Test

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.

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.

Geo-Logic Associates, Inc.

By:_____ Date: _____

David Harich, Principal In Charge

City Council/Successor Agency Meeting **J. 20.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Reject all bids for the Runway and Apron Pavement Treatment Project at the Redlands Municipal Airport, Project No. FCS662023JN (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 that the City Council reject all bids received for the Runway and Apron Pavement Treatment Project at the Redlands Municipal Airport.

RECOMMENDATION:

Staff recommends that the City Council reject all bids received on July 20, 2023 for the Runway and Apron Pavement Treatment Project.

DISCUSSION:

The bids received for this project exceeded the estimated cost and Federal Aviation Administration (FAA) Airport Capitol Improvement Plan (ACIP) entitlement funds allocated to Redlands Municipal Airport. For this reason, all bids are being rejected. The project will be rebid in January 2024 once the upcoming FAA/ACIP entitlement funds for 2023/24 are allocated. At that time, the two allocations will be combined to provide sufficient funding to complete the project.

The scope of the project consists of the removal of the existing markings, removal of weeds, crack sealing/filling of runway 8-26 and the west apron, asphalt seal coating of runway 8-26, asphalt slurry sealing (Type II) of the west apron, and pavement re-markings for both the runway and west apron. City staff

prepared the plans and specifications and advertised the project on June 13, 2023. On July 20, 2023, the City Clerk's office received and opened two (2) bids for the project. Staff reviewed the bids and identified that the lowest bid price exceeded the available funding.

BID OPENING REPORT SUMMARY	
Bidder	**Bid Schedule Total Price**
1. All American Asphalt, Corona, CA	$785,585.00
2. VSS International, West Sacramento, CA	$788,887.00

ALTERNATIVES:

Not Applicable

STRATEGIC PLAN:

Not Applicable

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

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

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

PREPARED BY:
Jawad Naderi, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 2022-23
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	N
Discussion:	

Allocated FAA ACIP funds are insufficient to cover the bids received for the project. Additional funds will be available in FAA fiscal year 2024 and the project will be re-bid at such time that funds are allocated and approved.

Attachments

Bid Opening Report

Bid Analysis

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **20th day of July 2023 at 2:00 p.m.** on behalf of the Facilities and Community Services Department for **Runway and Apron Pavement Treatment Project – FCS662023JN**. 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 (2)	Base Bid Amount	Base Bid + Additive A
1	All American Asphalt, Corona CA	Yes	Yes	2 acknowledged	$532,612.00	$785,585.00
2	VSS International, Inc., West Sacramento CA	Yes	Yes	2 acknowledged	$503,468.74	$788,887.00

Bidders listed in alphabetical order

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Gerard Nepomuceno; Don Craw

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES DEPARTMENT
BID ANALYSIS

PROJECT NO.FCS662023JN
RUNWAY AND APRON PAVEMENT TREATMENT PROJECT

BID DATE: 20-Jul-2023
EST. START DATE: 1-Oct-2023

Item No.	Bid Item	Quantity	Unit	All American Asphalt		VSS International, Inc.	
				Unit Price	Item Price	Unit Price	Item Price
1	Mobilization	1	LS	$20,000.00	$20,000.00	$27,494.56	$27,494.56
2	Safety and Traffic Control	1	LS	$225,000.00	$225,000.00	$74,800.00	$74,800.00
3	Runway 8-26 crack seal/fill per FAA AC 150-5370-10H Item P-605	14,300	LF	$3.50	$50,050.00	$1.22	$17,446.00
4	Runway Emulsified asphalt seal coat per FAA AC 150/5370-10H Item P-608	41,755	SY	$3.00	$125,265.00	$7.64	$319,008.20
5	Install 18" wide white Runway edge marking	8,964	LF	$3.00	$26,892.00	$0.84	$7,529.76
6	Install 10' wide white Runway threshold bar marking	150	LF	$18.00	$2,700.00	$12.32	$1,848.00
7	Install 3' wide yellow blastpad marking	1,020	LF	$5.00	$5,100.00	$4.03	$4,110.60
8	Install 12" wide white Runway centerline marking	4,322	LF	$2.00	$8,644.00	$1.29	$5,575.38
9	Install yellow Runway holding position marking	450	LF	$18.00	$8,100.00	$8.51	$3,829.50
10	Install double yellow Taxiway solid edge marking	1,336	LF	$2.00	$2,672.00	$1.29	$1,723.44
11	Install runway designation white marking	2	EA	$2,200.00	$4,400.00	$2,100.06	$4,200.12
12	Install 6" wide yellow Taxiway centerline marking	2,526	LF	$1.50	$3,789.00	$0.73	$1,843.98
13	Runway 8-26 Pavement markings removal	1	LS	$50,000.00	$50,000.00	$34,059.20	$34,059.20
	Total Base Bid				**$532,612.00**		**$503,468.74**
Bid Additive							
14	W Apron crack seal/fill per FAA AC 150-5370-10H item P-605	9,100	LF	$5.50	$50,050.00	$1.22	$11,102.00
15	Apron Emulsified asphalt slurry seal (type ll) per FAA AC 150/5370-10H item P-626	64,100	SY	$3.00	$192,300.00	$4.21	$269,861.00
16	Install 6" wide yellow Taxiway centerline marking	2,362	LF	$1.50	$3,543.00	$0.73	$1,724.26
17	Install 6" wide yellow parking marking	2,280	LF	$2.00	$4,560.00	$0.73	$1,664.40
18	Install yellow movement/non-movement marking	100	LF	$9.00	$900.00	$3.70	$370.00
19	Install 12" wide white vehicle driveway edge marking	540	LF	$3.00	$1,620.00	$1.29	$696.60
	Total Bid Additive				**$252,973.00**		**$285,418.26**
	Total Base Bid Plus Additive Bid				**$785,585.00**		**$788,887.00**

City Council/Successor Agency Meeting **K. 1.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize expenditure of funds for travel to Sister Cities Hino,Japan, for Mayor Tejeda to attend the 60-year celebration of Hino's establishment, and the anniversary of the Sister Cities relationship (Mayor Tejeda)

MOTION:

I move to approve and authorize the expenditure of funds for travel to Hino, Japan by Mayor Tejeda.

DISCUSSION:

Redlands Sister Cities Association is a 501 (c) (3) non-profit organization that collaborates with the City of Redlands to "promote education, understanding, and friendship at home and abroad." The City of Redlands and the City of Hino, Japan began their sisterhood at Hino's establishment, nearly 60 years ago.

Minutes from the August 6, 1962 Redlands City Council meeting note that retired City Clerk Harry R. Whaley, while visiting Japan as a representative of the City of Redlands, contacted Hino city officials relative to an affiliation as a "sister city" to Redlands. The minutes further describe that the Council agreed that the undertaking was worthwhile. In September 1963, Redlands City Council approved underwriting the program "in the amount of $500 to enable the committee to function until it becomes self-supporting." Then Redlands Mayor Charles C. Parker asserted that the Sister Cities program had its origin in the State Department and participation was encouraged in the interest of world peace and understanding. In 1966, the City Council, under the leadership of Mayor Waldo F. Burroughs, proclaimed May 15-21 as Hino Week in the City of Redlands. In 2003, Councilmember Jon Harrison accepted an invitation to visit Hino to celebrate their 40th year anniversary. At the time, Councilmember Harrison reported that he was a member of a group of 11 people representing the City of Redlands, including then and current Sister City Association President Roy Cencirulo. Gifts from the trip are on display in the Japanese

Showcase located in the Council Chambers. The firmly established relationship between the two cities has provided the opportunity not only for officials to travel to and experience the sister cities, but also for Hino students to visit and tour the City of Redlands.

During a presentation to the City Council during its May 16, 2023 meeting, Caitlin Arakawa, of Sister Cities Hino, Japan, extended an invitation to Mayor Tejeda from Hino City Mayor Otsubo to attend Hino's 60th anniversary celebration this November. In addition to goodwill and cultural exchange, the trip will provide insight into the differences between the daily operations of the two cities, and an opportunity to learn what efficiencies might be implemented. The itinerary will include visitations to the following municipal locations:

- Hino City Hall
- Hino Municipal Clean Center Plastic Recycling Facility
- Hino Community Center and Sports Facility
- Tokyo Metropolitan Fire Station, in Hino
- Hino Shinsengumi Historical Museum
- Takahata Fudo Shrine and Museum

In accordance with Resolution No. 7938, Section 1, Mayor Tejeda is seeking City Council authorization for the expenditure of funds for his trip of goodwill to Hino, Japan in November 2023.

SUBMITTED BY:
Mayor Eddie Tejeda

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Janice McConnell, Assistant City Manager

PREPARED BY:
Jennifer Macias, Management Analyst

Fiscal Impact

Discussion:

Expense	Cost
Flight	$1,625.25
Lodging (estimated)	$2,100
Incidentals (meals, transportation, baggage fees)	$ 600
Total (estimated)	$4,325.25

Attachments

Hino, Japan Invitation
Resolution No. 7938
Hino Itenerary
Delta Flight
1966 Proclamation
1963 Funding Request
Aug. 6, 1962 Minutes

Redlands Sister Cities
P.O. Box 3005
Redlands, California 92373

March 28, 2023

To: The Honorable Mayor of Redlands and City Council members
From: Hino City Mayor Otsubo

Dear Redlands City Council:

On behalf of the Hino City Government, we are announcing the celebration of our 60th anniversary of the establishment of Hino City's municipality on Friday, November 3, 2023. It is also the anniversary of our sister cities relationship.

We realize you have a very busy schedule, however if it is not too much of an inconvenience, the Hino City Government would like to request your attendance. An official announcement and attendance confirmation will be made again in April 2023.

The following information will be forthcoming:

1. 60th Anniversary Ceremony of Hino City Enforcement

2. Date (tentatively planned): Friday, November 3, 5th year of "Reiwa," (2023). The scheduled activity will be held in the morning.

3. Changes may occur due to Corona virus safeguards and other unforeseen circumstances.

Inquires can be made to the Hino City Planning Department and Management Division, Mr. Baba, 042-514-8047.

ともに創ろう 心つながる 夢のまち 日野
～水とみどりを受けつごう～

日野市

〒191-8686　東京都日野市神明1-12-1

直通電話

代表電話　042-585-1111

年　月　日

担当部課名　企画経営課

ふだん着でCO_2をへらそう！

みんなで地球をたすけよう！
～未来の子どもたちに～



RESOLUTION NO. 7938

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING AN EXPENSE AND USE OF PUBLIC RESOURCES POLICY

Whereas, the City Council (the "Council") of the City of Redlands (the "City") takes its stewardship over the use of its limited public resources seriously; and

Whereas, public resources should only be used when there is a substantial benefit to the City Council and the City of Redlands; and

Whereas, such benefits include: (1) the opportunity to discuss the City's concerns with state and federal officials; (2) participating in regional, state and national organizations whose activities affect the City; (3) attending educational seminars designed to improve officials' skill and information levels; and (4) promoting public service and morale by recognizing such service; and

Whereas, (1) legislative and other regional, state and federal City business is frequently conducted over meals; (2) sharing a meal with regional, state and federal officials is frequently the best opportunity for a more extensive, focused and uninterrupted communication about the City's policy concerns; and (3) each meal expenditure must comply with the limits and reporting requirements of local, state and federal law; and

Whereas, this policy has been established to provide guidance to the Council on the use and expenditure of City resources, as well as the standards against which those expenditures will be measured; and

Whereas, this policy satisfies the requirements of Government Code sections 53232.2 and 53232.3; and

Whereas, this policy supplements the definition of actual and necessary expenses for purposes of state laws relating to permissible uses of public resources; and

Whereas, this policy also supplements the definition of necessary and reasonable expenses for purposes of federal and state income tax laws; and

Whereas, this policy also applies to any charges made to a City credit card used by Council members and advances provided to Council members of the City;

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

Section 1. Authorized Expenses. City funds, equipment, supplies (including letterhead), titles and staff time must only be used for authorized City business. The following types of expenses generally constitute authorized expenses, provided the other requirements of this policy are met:

A. Communicating with representatives of regional, state and national government on City adopted policy positions;

B. Attending educational seminars designed to improve officials' skill and information levels;

C. Participating in regional, state and national organizations whose activities affect the City's interests;

D. Recognizing service to the City (for example, thanking a longtime official or employee with a retirement gift or celebration of nominal value and cost);

E. Attending City events;

F. Implementing a City-approved strategy for attracting or retaining businesses to the City of Redlands, which will typically involve at least one staff member;

All other expenditures, including international and out-of-state travel, require prior approval by the City Council.

Examples of personal expenses that the City will not reimburse include, but are not limited to:

A. The personal portion of any trip;

B. Political or charitable contributions or events;

C. Family expenses, including partner's expenses when accompanying the Council member on City-related business, as well as children or pet related expenses;

D. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;

E. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and

F. Alcohol and personal bar expenses; and

G. Personal losses incurred while on City business. Any questions regarding the propriety of a particular type of expense should be resolved by the City Council before the expense is incurred.

Section 2. General Standards/Cost Control. The intent of this policy is to emphasize economy and practicality with reasonable subsistence and accommodations while on City business. The policy is not intended to address every issue, exception or contingency that may arise in the course of City travel or attendance at meetings. Accordingly, the basic standard that should prevail is to use good judgment in the use and stewardship of City funds. Any deviations from the policy should be approved by the City Council. To conserve City resources and keep expenses within community standards for public officials, Council members should adhere to the guidelines provided within this policy.

Section 3. Procedures for Requesting Training/Travel on City Business.

A. Mandatory Use of the Training/Travel Request Form

1. Completion of the Training/Travel Form prior to traveling on City business is required whether or not one expects to receive an advance or reimbursement for business related training/travel expenses. Not only does this document serve as authorization to travel on City business, but it also serves as a summarization of the total cost of attending conferences, meetings and seminars, and provides documentation of cash advances, vendor payments and credit card purchases. The completed form should provide:

   a. The purpose of the expenditure(s);
   b. The benefits of such expenditure to the City;
   c. The anticipated amount of the expenditure(s) (for example, hotel rates, meal costs, and transportation expenses); and
   d. The dates of the expenditure(s).

2. Approval of the training/travel form may be made by the Redlands City Manager or his/her designee and must be obtained prior to submittal to the Finance Division.

B. Methods of Payment for Training/Travel Expenses

1. The City will pay all legitimate expenses of training/travel for City- related business, including transportation, lodging, registration fees, meals, and any other expenses incurred for official City business and in accordance with these guidelines. There are four methods of payment that may be used for training/travel-related expenses, individually or in combination:

   a. Direct payments to vendors by check may be used to pay for specific costs related to the trip, usually for registration fees, lodging, and airfare.

   b. The City does not issue individual credit cards to Council members, however payments by a City credit card may be used to prepay travel expenses, including registration fees, lodging and airfare, or may be used to cover business expenses as they arise on the trip. City credit cards shall not be used for personal expenses,

even if the Council member subsequently reimburses the City.

c. Reimbursement for out-of-pocket expenses incurred by the Council member is allowed and is preferred to a cash advance for expenses where a specific dollar amount is not known in advance.

d. Cash advances may be paid to a Council member prior to his/her trip to cover expenses expected to arise on the trip. Cash advances should only be made for the maximum allowable meal allowance per day, as defined herein, and any other expenses where the dollar amount is known in advance rather than based on estimation.

Section 4. Allowable Types of Expenses

A. Transportation. The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. In the event that a more expensive transportation form or route is used, the cost borne by the City will be limited to the cost of the most economical, direct, efficient and reasonable transportation form unless otherwise approved by the City Council.

1. Any charge for an unused reservation shall be considered the personal responsibility of the Council member, unless failure to cancel the reservation was due to circumstances beyond the Council member's control. Final determination on whether such an expense becomes the personal responsibility of the Council member will be made by the City Council.

2. Automobile mileage is reimbursable at Internal Revenue Service rates presently in effect (see www.irs.gov). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable with receipts.

3. Airport parking may be used during travel on official City business and is reimbursable with receipts. In accordance with the intent and standards set forth in this policy, the most economical mode should be used. (i.e. long-term parking whenever reasonably practicable). Any other parking required during the course of official City business is reimbursable with receipts.

4. If car rental is required, a Council member may use a City credit card or receive reimbursement upon return from his/her trip. When determining the type of rental car to be used, consideration should be given to the economic standards set forth in this policy and the appropriate use and stewardship of City funds.

5. If local ground transportation is needed during a trip, the use of public transit such as airport shuttles, buses, streetcars and subways is appropriate. Use of hotel courtesy

buses and local shuttles is also allowed and encouraged. Use of taxis are allowed when other public transit or common carriers are not reasonably available. Reimbursement requests may include tips incurred as part of the ground transportation costs. Receipts are required. If a receipt is unavailable, the Council member shall submit a reimbursement request that includes a memorandum to the Redlands City Manager and Finance Director indicating the type of ground transportation used, the distance traveled, the amount, and the reason a receipt is not being submitted. (Note: Cash advances for ground transportation will only be given when the cost is known and documented prior to travel. If amounts are unknown, reimbursement for out-of-pocket expenses is appropriate.).

B. Lodging. Lodging costs will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay. If such lodging is in connection with a conference, lodging costs should not exceed the group rate published by the conference sponsor for the meeting in question. For overnight stays in other contexts, reasonable rates for a given area will be reimbursed. Consideration will be given to the distance from the hotel to the training or meeting site. Any charge for an unused reservation shall be considered the personal responsibility of the Council member, unless failure to cancel the reservation was due to circumstances beyond the Council member's control. Final determination on whether such an expense becomes the personal responsibility of the Council member will be made by the City Council.

C. Meals and Incidentals (Per Diem). Per Diem reimbursement will be issued for meals and incidentals for travel that is fifty (50) miles or more from City Hall. The City's per diem rates are based on the U.S. General Services Administration Guidelines, which vary by location, and are listed online at www.gsa.gov. In addition to meals, these rates shall govern reimbursement for incidental expenses such as service tips (e.g., housekeeping or porter tips). Incidental expenses, unless specifically cited below, will not be reimbursed.

- The maximum reimbursable gratuities for meals is twenty percent (20%) of allowable meal expenses and taxes.
- For the first and last days of travel, seventy five percent (75%) of the applicable GSA daily per diem rates will apply.
- If a complimentary meal is served on the plane, included in a conference registration fee, included within a standard, single hotel room rate, or replaced by a business meal, the per diem allowance for that meal may not be claimed.
- Receipts are not required for per diem allowances.

D. Telephone/Fax/Cellular. City Council members will be reimbursed for actual telephone and fax expenses incurred on City business. Telephone bills should identify which calls were made on City business.

E. Other expenses not already discussed in this policy, but reasonably incurred in the course of official City business, may be reimbursed with the approval of the Redlands City Manager or his/her designee and/or the City Council. Appropriate documentation

should be provided with the reimbursement request. Expenses for which Council members receive reimbursement from another City are not reimbursable.

Section 5. Expense Report Content and Submission Deadline.

A. Expense reports must document that the expense in question met the requirements of this policy. For example, if the meeting is with a legislator, the Council member should explain whose meals were purchased, what issues were discussed and how those relate to the City's adopted legislative positions and priorities.

B. Council members must submit their expense reports on an Expense Reimbursement Claim Form, whether or not they are receiving reimbursement of out-of-pocket expenses or whether they are clearing a cash advance within sixty (60) calendar days from the date the travel/training was completed, accompanied by receipts documenting each expense.

C. The Expense Reimbursement Claim Form should be signed by the Council member(s) who participated in the training/travel, approved by the Redlands City Manager or his/her designee, and submitted to the Finance Department for review.

D. Following review by the Finance Department, the Expense Reimbursement Claim Form will be returned to the Council member who will then submit the form to the Treasurer for cash reimbursement or to clear a cash advance.

E. Inability to provide such documentation in time required by this policy may result in the expense being borne by the Council member.

Section 6. Audits of Expense Reports. All expenses are subject to verification of compliance with this policy.

Section 7. Reports to City Council. At the following Council meeting, each Council member shall briefly report, either verbally or by written report on meetings attended at City expense. If multiple Council members attended the meeting, a joint verbal or written report may be made. Notice of the report shall be add to the agenda for purposes of reminding the official to report, and for compliance with the Ralph M. Brown Act.

Section 8. Compliance with Laws. Council members should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All City expenditures are public records subject to disclosure under the Public Records Act.

Section 9. Violation of this Policy. Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: (1) loss of reimbursement privileges, (2) a demand for restitution to the City (3) the City's reporting the expenses as income to the Council member to state and federal tax authorities, (4) civil penalties of up to $1,000 per day and three times the value of the resources used, and (5) prosecution for misuse of public resources.

Section 10. Rescission of Prior Policy. Resolution No. 6467 of the City Council of the City of Redlands is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 19th day of November, 2019.

Paul W. Foster, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 19th day of November, 2019, by the following vote:

AYES:	Councilmembers Barich, Tejeda, Momberger, Davis; Mayor Foster
NOES:	None
ABSENT:	None
ABSTAIN:	None

Jeanne Donaldson, City Clerk

Hino City Welcome Plan for Mayor Eddie Tejeda of Redlands (Draft)

① Official welcome at City Hall

Date & Time: **November 1**, 2023 (Wed) , 13:00 – 13:30

Place: City Hall conference rooms, etc.

Hosts: Mayor Otsubo, two Deputy Mayors, Education Director, City Council Chairperson

② Outings to facilities of historical, cultural and other interest

Date & Time: Same day, 14:00 – 17:00

Facilities: About four choices from among Hinojuku Honjin, History Museum, Takahata-fudo Temple, Minami-daira Gym., Kojima Zentaro Memorial House, Kawasemi House, and Combustible Waste Processing Center.

Facilitators: City staff responsible for planning, peace & human rights, Shinsen-gumi programs, etc.

③ Networking reception for the Redlands delegation

Date & Time: Same day, 18:00 – 20:00

Hosts: High city officials, Education Director, City Council Chairperson, Planning Director, Peace & Human Rights manager

Place: To be fixed (Sushi restaurant, Unagi house, etc.)

④ Attendance to the 60th Anniversary Commemoration of Hino's City Incorporation

Date & Time: Friday (Day of Culture), **November 3**, 2023, 10:00 – 12:00 (ceremonial proceedings)

Place: Main auditorium of the City Hall

⑤ Networking with representatives from Shiwacho, Iwate Prefecture -another sister city of Hino

Date & Time: Same day, 17:00 – 19:00

Attendees: Mayor, Education Director and City Council Chairperson from Shiwacho

Facilitators: High officials of Hino, Education Director, City Council Chairperson, Industry & Sports Director, Industrial Promotion Manager

Date of Purchase: Aug 07, 2023

Flight Receipt for Los Angeles, CA to Tokyo-Haneda Airport, Japan

PASSENGER INFORMATION

EDDIE TEJEDA

Confirmation Number: GXHAC2
Ticket Number: 0062134213815

FLIGHT INFORMATION

Date and Flight	Status	Class	Seat/Cabin
LAX>HND Sat 28Oct2023 DL 7	OPEN	X	
HND>LAX Sat 04Nov2023 DL 8	OPEN	T	

DETAILED CHARGES

Air Transportation Charges		
Base Fare:	$1,182.00	USD
Carrier-imposed International Surcharge (YR)	$346.00	USD
Taxes, Fees & Charges:		
United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY)	$5.60	USD
Japan - Passenger Service Facilities Charge (SW)	$20.60	USD
Japan International Tourist Tax (TK)	$7.00	USD
United States - Transportation Tax (US)	$42.20	USD
United States - Animal and Plant Health Inspection Service Fee (APHIS User Fee - Passengers (XA)	$3.83	USD
United States - Passenger Facility Charge (XF)	$4.50	USD
United States - Immigration and Naturalization Fee(Immigration User Fee) (XY)	$7.00	USD
United States - Custom User Fee (YC)	$6.52	USD
Total Price:	**$1,625.25**	**USD**

Paid with Visa **********0991

KEY OF TERMS

- Arrival date different than departure date
** - Check-in required
***- Multiple meals
*S$ - Multiple seats
AR - Arrives
B - Breakfast
C - Bagels / Beverages
D - Dinner
F - Food available for purchase
L - Lunch
LV - Departs
M - Movie
R - Refreshments, complimentary
S - Snack
T - Cold meal
V - Snacks for sale

Check your flight information online at delta.com or call the Delta Flightline at 800.325.1999.

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Please review Delta's check-in requirements and baggage guidelines for details.

You must be checked in and at the gate at least 15 minutes before your scheduled departure time for travel inside the United States.

You must be checked in and at the gate at least 45 minutes before your scheduled departure time for international travel.

For tips on flying safely with laptops, cell phones, and other battery-powered devices, please visit Flying safely government guild.

Do you have comments about service? Please email us to share them.

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MINUTES

of a regular meeting of the City Council, City of Redlands, he
the Council Chambers, Safety Hall, 212 Brookside Avenue, on Ma

PRESENT

Waldo F. Burroughs, Mayor
William T. Hartzell, Vice-Mayor
Norman N. Martinez, Councilman
Jack B. Cummings, Councilman
Charles G. DeMirjyn, Councilman

Ralph P. Merritt, Jr., City Manager
Edward F. Taylor, City Attorney
Peggy A. Moseley, City Clerk
Ron Kibby, Redlands Daily Facts
Chuck Palmer, San Bernardino Sun

ABSENT

None

The meeting was opened with the pledge of allegiance followed
invocation by Reverend Elizabeth Reed of the Church of Religio
Science.

Mayor Burroughs welcomed Miss Helene Villard and Mr. James Har
who teach the Adult Education Class in American Government in
night school. These teachers were present with their students
Ronald Stutt, who teaches a high school government class and w
also present with members of his class.

The minutes of the meeting of April 19, 1966, were approved as
mitted.

BIDS

This being the date advertised for the opening of bids on the
Avenue Sanitary Sewer installation, the following proposals we
opened and publicly declared in the office of the City Clerk a
a.m., this date and referred to the Department of Public Works
study and recommendation:

Pioneer Avenue Sewer

Montclair Sewer Construction Co. $ 12,119.10

Sewer Service Inc. Pomona, California	7,173.03
Mornarich Construction Co. Rialto, California	9,339.25

It is the recommendation of the Department of Public Works to accept the low qualified bid of Lloyd R. Johnson in the amount of $6,985.90. On motion of Councilman Martinez, seconded by Councilman Hartzell, the recommendation was approved by the City Council.

HEARINGS

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1315
ading

This being the time and place set for public hearing on Ordinance No. 1315, an ordinance of the City of Redlands establishing the regulations of excavation and fills on any lot, subdivision or parcel of ground and repealing Ordinance Nos. 1235, 1262 and 1283. Mayor Burroughs at this time declared the meeting open as a public hearing of any protests or comment. City Manager Merritt presented two recommended changes in the Ordinance submitted to his office. Following discussion, Attorney Taylor recommended that, if it were the decision of the Council to accept the recommended changes, the Ordinance be given first reading at this time and public hearing on this amended ordinance be set for May 17, 1966, at 7:00 P.M. Council concurred on the recommended changes, gave Ordinance No. 1315 first reading and laid it over under the rules with public hearing set for May 17, 1966.

ETITIONS

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ambers

Mr. Robert Chambers, 1710 Country Club Drive, addressed the Council concerning flooding of his property during a storm in August, 1965. Mr. Chambers requested the City to install a drain adjacent to his property to divert storm waters in the future. Also speaking were Mr. Wilbur Hartzell of 1716 Country Club, Mrs. Robert Chambers and Dr. Norris Aardappel, 1797 Country Club Drive.

Manager Merritt pointed out to the Council that the problem arises due to runoff water and sand from the adjacent County area which has been recently developed for home sites. With the denuding of the land, substantial quantities are washed from the County area into Country Club Drive in front of these properties. The City has notified the County on numerous occasions as to the problem, and is in no way responsible for the condition. The flow of sand will stop only when plantings have grown in these denuded areas.

City Attorney Taylor stated that the City incurs no liability whatever to owners and developers as a result of the issuance of subdivision maps, and the application of building and development requirements. Such recommendations establish minimum standards of construction, and the owners and subdividers have a legal duty to develop to even higher standards if necessary to avoid private liability to

application.

PLANNING COMMISSION RECOMMENDATIONS

As considered by the City Council at a regular meeting thereof May 3, 1966, at 3:00 P.M.

Present: Councilmen Martinez, Hartzell, Cummings, DeMirjyn, M Burroughs; Attorney Carl Davis

Before the Council considered the agenda for this meeting, Mr. John Wagner, Assistant to the City Manager, presented the Capi tal Improvement Budget for fiscal year 1966-67 and the Long Range Capital Improvement Program, which blueprints facilities necessary for the next twenty years, based on an estimated 4 per cent per year growth in population. On motion of Councilman Hartzell, seconded by Councilman Cummings, Council will study this recommendation and consider it at the meeting of May 17, 1966.

1. R.P.C. 260 - Precise Street Plan No. 6

That R.P.C. 260 - Precise Street Plan No. 6 - Precise Street Beautification Plan for the area generally bounded by Third Street on the west, Seventh Street on the east, Redlands Boulevard on the north and Citrus Avenue on the south, be approved. Following description of the Plan by Mr. Robert Van Roekel and a report on the financial cooperation by the merchants given by Mr. Zafon Hartman of the Downtown Redlands Association, on motion of Councilman Cummings, seconded by Councilman Martinez, R.P.C. 260 was approved and Resolution No. 2519, a resolution of the City of Redlands for adoption of Precise Street Plan No. 6 was presented, with public hearing thereon set for May 17, 1966.

The City Council unanimously authorized the Downtown Redlands Association to be in charge of maintenance of the beautified areas and agreed to reimburse the DRA in the amount of $1,725 annually. (Watering to be done when little traffic is on the sidewalk.)

2. R.P.C. 259 - Amendment No. 68 to Ordinance No. 1000

That R.P.C. 259, Amendment No. 68 to Ordinance No. 1000 - FP (Flood Plain) District - be approved. On motion of Councilman Hartzell, seconded by Councilman Cummings, R.P.C. 259 was approved, and Ordinance No. 1310, an ordinance of the City of Redlands, Amendment No. 68 to Ordinance No. 1000, was introduced, given first reading of the title and laid over with public hearing set for May 17, 1966, at 7:00 P.M.

3. Commission Review and Approval No. 194 - University of Redland

Prior to Council discussion of C.R.A. No. 194, Councilman Cummings absented himself from discussion and vote.

Mr. Larry Hendon of the University of Redlands appealed some of the requirements of Commission Review and Approval No. 194, as stated in Planning Commission minutes dated April 26, 1966. Following lengthy discussion, on motion of Councilman Martinez seconded by Councilman DeMirjyn, Commission Review and Approva No. 194 was approved, subject to the requirements of all depar ments as stated in Planning Commission minutes, dated April 26 1966, with the deletion of Water Department Requirement Nos. 1 and 2, by the following roll call vote:

AYES: Councilmen Martinez, DeMirjyn, Mayor Burroughs
NOES: Councilman Hartzell
ABSTAIN: Councilman Cummings
ABSENT: None

4. Tentative Map - Tract No. 7765 - Chester Salisbury

installed improvements in the manner designated by the Director of Public Works," and deleting Planning Recommendation No. 3. On motion of Councilman Hartzell, seconded by Councilman Martinez, the recommendation of the Planning Commission was adopted by the City Council.

5. Lot Split No. 373 - John Tyler

That the request of John Tyler for permission to split property located on the east side of New York Street, south of freeway, M-1 Zone - Lot Split No. 373 - be approved, subject to the recommendations of all departments as contained in Planning Commission minutes, dated April 26, 1966. At this time, Mr. Tyler addressed Council, requesting that Water Department requirements be deferred until such time as the property was built upon. Attorney Davis informed Council that this requirement could not be placed as a convenant on the land. Following discussion, this matter was tabled for further study by the Department of Public Works.

6. Lot Line Adjustment No. 58 - James and Floy King

That the request of James and Floy King for approval of Lot Line Adjustment No. 58 for property located at 111 Garden Hill, R-E Zone, be approved subject to the recommendations of all departments as contained in Planning Commission minutes, dated April 26, 1966. At this time, Mr. King addressed Council questioning Engineering Department Requirement 1-C and 2. Mr. King was informed that the Advisory Committee could be requested to consider both items. On motion of Councilman Martinez, seconded by Councilman Cummings, the recommendation of the Planning Commission was adopted by the City Council.

RY COMMITTEE RECOMMENDATION

As considered by the City Council at a regular meeting thereof held May 3, 1966, at 3:00 P.M.

That the request of Mr. J. Y. Lujan for permission to sign the Improvement Ordinance Agreement in lieu of improvements as required in Ordinance No. 1193 for property known as 1147 Lawton Street, be approved for the reason that installation at this time would create drainage problems. On motion of Councilman Hartzell, seconded by Councilman Martinez, the recommendation of the Advisory Committee was adopted by the City Council.

ICATIONS

Mayor Burroughs read a letter from Assemblyman Stewart Hinckley stating that legislation is being presented for the next session of the legislature to adopt a recommendation made in 1960 to the Department of the Interior that the name of Cedar Springs Reservoir be changed to Silverwood Lake in honor of the late Mr. W. E. Silverwood.

SHED BUSINESS

City Manager Merritt reported that a new location for the Redlands Ambulance Service was under consideration at 516 Texas Street. For the reason that this comprises both residential and commercial use, it was referred to the Planning Commission for approval of this location.

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Ordinance No. 1314, an ordinance of the City of Redlands amending Ordinance No. 1300, which grants a franchise to Leroy A. Gish to operate authorized emergency ambulance vehicles in the City of Redlands, was given second reading of the title and adopted with waiver of the reading in full, on motion of Councilman Cummings, seconded by

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Regulations

to Council for second reading and adoption and that no further hearing is required under the law. Attorney Robert J. Simpson North Arrowhead Avenue, San Bernardino, asked permission to sp behalf of Mr. Ray Staff, developer of the North Redlands Shopp Center. Mr. Simpson requested Council to reconsider the recen sion in the ordinance under the section A-2 of Section 24.20 (Goods) which now reads: "Portable appliances (that which can ried in the hand by one person) - sales and services." Follow discussion, on motion of Councilman Cummings, seconded by Coun Martinez, Ordinance No. 1313, an ordinance of the City of Redl amending Zoning Ordinance No. 1000 - C-1 and C-2 Shopping Cent Regulations - was adopted by the City Council with waiver of r in full, by the following roll call vote:

AYES: Councilmen Martinez, Hartzell, Cummings
NOES: Councilman DeMirjyn
ABSTAIN: Mayor Burroughs
ABSENT: None

Proclamation Hino Week

Mayor Burroughs read the following Proclamation declaring "Hin to be May 15 to May 21, 1966, in honor of Redlands Sister City Japan, and urged all citizens to join in participation. The C unanimously approved the Proclamation:

P R O C L A M A T I O N

"HINO WEEK"

WHEREAS, the City of Redlands wishes to promote friendshi understanding between the citizens of Redlands and the citizen her Sister City, Hino Japan, and

WHEREAS, the citizens of Redlands wish to honor Hino, Jap Sister City, and

WHEREAS, special activities toward this end are planned b Redlands City officials, citizens and students to further the City relationship between Redlands and Hino;

NOW, THEREFORE, I, WALDO F. BURROUGHS, Mayor of the City Redlands, California, do hereby proclaim May 15 to May 21 as

HINO WEEK

in this city and urge all citizens to join in participation.

IN WITNESS WHEREOF, I have hereunto set my hand and cause affixed the seal of the City of Redlands.

s/ Waldo F. Burroughs
Mayor

NEW BUSINESS

Feasibility Study
Park Purchase

Mayor Burroughs requested that the Council authorize the City and staff to make a feasibility study and report concerning ne methods of financing the purchase of Prospect Park as recommen the "Park Study Report." On motion of Councilman Martinez, se by Councilman Hartzell, unanimous approval was given this matt

Appointments by Mayor

Mayor Burroughs made the following Council appointments for th two years:

City half of the City:

Oil Co. To the City from Union Oil Company of California - corner Citrus and Eureka - on motion of Councilman Hartzell, seconded by Councilman Martinez.

ler To the City from Orland J. and Ruth G. Fowler - for alley from Center Street 260 feet west, on motion of Councilman Cummings, seconded by Councilman Hartzell.

sity et To the City from A. F. and Doris Willhite, C. Gross, J. W. and E. J. Dye, J. and G. P. Mercer, H. H. and N. Van Engen, B. and A. H. Block, W. R. and B. M. Lawson, E. M. and M. Campbell, R. E. and A. Morse - University Street improvements - on motion of Councilman Cummings, seconded by Councilman DeMirjyn.

ent ina ard On motion of Councilman Hartzell, seconded by Councilman Cummings, an agreement between the City and Donald Hanson and Jean Hanson; and the City and Dr. I. H. Crittendon and Jean Crittendon for dedication of right-of-way and improvements on Terracina Boulevard was approved by the City Council, with the Mayor and City Clerk authorized to negotiate in behalf of the City.

r t ng 8 The Traffic Commission has recommended that, because of creating a traffic hazard with a sudden narrowing of the street, the seven-foot widening of Center Street and two-foot widening of Cypress Street, as required in Conditional Use Permit No. 108, not be done at this time. On motion of Councilman Cummings, seconded by Councilman Hartzell, Council moved to request Mr. Gerrard to sign the improvement ordinance agreement to widen the street at a later date; that he install sidewalks at this time and repair the existing curbing. The relocation of street trees will be at the discretion of the Park Superintendent.

Bills and salaries were ordered paid as approved by the Finance Committee.

No further business demanding attention at this time, on motion, the Council adjourned to an adjourned regular meeting at 2:00 P.M., May 4, 1966.

Next regular meeting May 17, 1966.

:

Clerk

Mayor of the City of Redlands

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PLANNING COMMISSION RECOMMENDATIONS (Continued)

Councilman Martinez, this recommendation was adopted by the City Council.

8. Lot Split No. 331 - Westside Church of Christ

That the request of the Westside Church of Christ for permission to split property located on the southeast corner of West Olive Avenue and Bellevue Avenue - Lot Split No. 331 - be approved subject to the recommendations of all departments as contained in the Planning Commission minutes dated September 10, 1963, but changing planning division item 3 as follows: Width of parcel "B" to be increased by 35 feet to provide additional side yard. On motion of Councilman Wagner, seconded by Councilman Martinez, the recommendation of the Planning Commission was adopted by the City Council, with the added provision that Parcel "A" be extended from 110 feet to 170 feet, and that the Church sign a participation agreement to dedicate and improve Bellevue Avenue concurrent with the development of the abutting property on the South.

9. Tract No. 6584 - Citation Construction Co. - Final Approval

All provisions as contained in Council minutes dated September 3, 1963 having been complied with, it is the recommendation of the Planning Department that final approval be given for Tract No. 6584. Because the McGraw lot split, originally a part of this tract, had never been finalized, Councilman Wagner moved that final approval not be given until the requirements for the lot split are complied with. The Planning Director pointed out that the present developer is the innocent party in this case, and that recordation of the final tract map would make the split a matter of legal record. No second to Councilman Wagner's motion. Councilman Hartzell then moved that final approval be given for Tract No. 6584. Motion was seconded by Councilman Martinez, and carried, with Councilman Wagner voting "No".

COMMUNICATIONS

The following communications were presented and read:

Base-ball for Boys — From Baseball for Boys, a letter which had accompanied a check for $600.00, the second installment payment on the loan the City made to Baseball for Boys for the construction of the concession stand at the Community Baseball Field. Remaining balance on the $3,000.00 note is now $1,800.00.

KCHU TV Station — From the San Bernardino Sun, invitation to Council members to attend opening of KCHU -TV station of September 29, 1963 at 7:00 P.M.

Sister City Program — From Col. Joseph Wogen, Chairman of the Sister City Committee, a request that the City underwrite the program in the amount of $500.00 to enable the committee to function until it becomes self supporting. Col. Paul Jacobs spoke from the floor in opposition to the program. Mayor Parker outlined the program for Col. Jacobs, informing him that these projects had their origin in the State Department and participation is encouraged in the interest of world peace and understanding. Councilman Hartzell moved that the City advance the requested amount to the Committee with an understanding that if the drive for funds is successful, the amount, or any part of it, could be repaid. The motion was seconded by Councilman Wagner and carried.

UNFINISHED BUSINESS

Ordinance No. 1235, an ordinance of the City of Redlands establishing the regulation of excavations and fills for any lot, subdivision or parcel of ground, presented, second detailed reading waived on motion of Councilman Wagner, seconded by Councilman Martinez, and the ordinance adopted with the following vote:

AYES: Councilmen Martinez, Wagner, Hartzell, Mayor Parker
NOES: None
ABSENT: Councilman Burroughs

CITY MANAGER

Resolution No. 2321, a resolution of the City of Redlands establishing a schedule of rates to be charged by the Disposal Department, presented by Manager Workman and adopted on motion of Councilman Wagner, seconded by Councilman Hartzell.

From Harry R. Whaley, retired City Clerk, letters from Japan were read by Mayor Parker. Mr. Whaley, presently on a visit to Japan, has contacted city officials in Hino, Japan, relative to affiliation of that city as a "sister city" to Redlands. The Council agreed that the undertaking is very worthwhile. It is pointed out, however, that this is a National Program, working through the State Department and Municipal Association, and that to be successful there must be strong community interest and cooperation. Mayor Parker to reply to communications.

H. R. Whaley re' "sister city"

NEW BUSINESS

A verified claim against the City of Redlands on behalf of Annabelle Darling, 39 North Michigan, in the amount of $25,000.00 for injuries sustained in a fall into a storm drain on April 22, 1962. Denied on motion of Councilman Wilson, seconded by Councilman Burroughs, and referred to City's insurance carrier.

Claim Annabelle Darling

CITY MANAGER

An agreement between the City of Redlands and the San Bernardino County Flood Control District concerning the construction of storm drain facilities in Reservoir Canyon. On motion of Councilman Wilson, seconded by Councilman Martinez, the agreement was accepted by the City Council with the Mayor and the City Clerk authorized to execute on behalf of the City of Redlands.

Agreement S.B. Co. Flood Control Dist. & City of Redlands

A recommendation from Police Chief Bowen relative to 100% enforcement of freeway traffic by the California Highway Patrol was presented by Manager Workman. The Council was in complete agreement with the recommendation.

C.H.P enforcement freeway traffic

Resolution No. 2233, a resolution of the City of Redlands, authorizing the issuance of a "Tax Anticipation Warrant" in the amount of $250,000.00, presented by Manager Workman and adopted on motion of Councilman Wilson, seconded by Councilman Burroughs.

Resolution No. 2233

CITY ATTORNEY

Resolution No. 2231, a resolution of the City of Redlands concerning State Gasoline Tax Revenues for improvement of local streets, presented by Attorney Williams and unanimously adopted on motion of Councilman Wilson, seconded by Councilman Martinez.

Resolution No. 2231

REPORTS

The report of the City Treasurer for the month of June, 1962, presented and ordered filed.

Bills and Salaries were ordered paid as approved by the Finance Committee.

No further business demanding attention at this time, on motion, the council adjourned. Next regular meeting, August 20, 1962.

ATTEST:

City Clerk

Charles C. Parker
Mayor of the City of Redlands

City Council/Successor Agency Meeting **K. 2.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the request to fly the Pride flag at City Hall for one week, Sept. 6-12, 2023, in honor of Laura Ann Carleton (Council Member Davis)

MOTION:

The following motion is provided:

I move to approve flying the Pride flag at City Hall at City Hall for one week, Sept. 6-12, 2023, in honor of Laura Ann Carleton

DISCUSSION:

This item is on the agenda to honor the life of Laura (Lauri) Ann Carleton, who died at her Lake Arrowhead business on August 18th. Carleton was shot and killed by a man who made "several disparaging remarks about a rainbow flag that stood outside the store," San Bernardino County Sheriff's Department officials said in a news release. Carleton, 66, is survived by her husband and 9 children. She was a beloved business owner and a fierce ally to the LGBTQ community.

From the LA Times: "Carleton had a long and notable career in L.A.'s fashion world, working at Fred Segal, Joseph Magnin Century City and Kenneth Cole, according to the biography posted on Mag.Pi's website.

'Mag.Pi for Lauri is all about tackling everyday life with grace and ease and continuing to dream,' her biography says, adding that she and her family 'nourished a passion for architecture, design, fine art, food, fashion, and have consequently learned to drink in and appreciate the beauty, style and brilliance of life."

The Human Rights Campaign has declared a state of emergency for LGBTQ Americans in 2023, and Lauri's death is a stark reminder of the fact that hate

crimes are on the rise. National State of Emergency for LGBTQ+ Americans - Human Rights Campaign (hrc.org)

This item seeks to honor Lauri's life by flying the flag outside of Redlands City Hall for one week. It will serve as a sign of support for Lauri and for the LGBTQ community in Redlands and beyond.

This item aligns with Priority C. Equity and Inclusion of the City's Strategic Plan.

Attachments

Redlands Strategic Plan

City of REDLANDS

STRATEGIC PLAN

FY 22 – 23 through FY 27 – 28

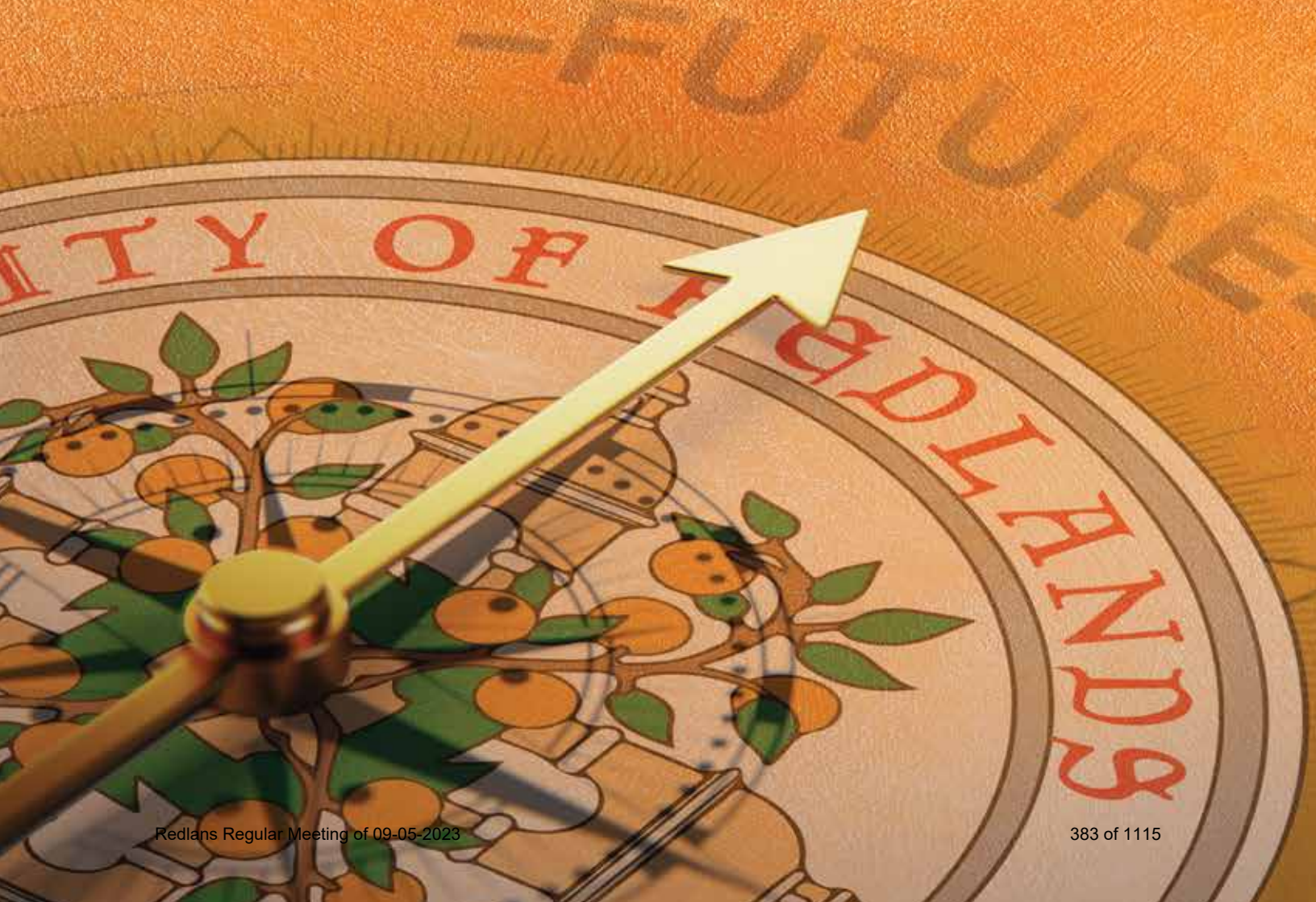


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MAYOR'S MESSAGE

The City of Redlands, its elected officials, its management team and its employees take seriously the stewardship entrusted to us for the City's resources along with the City's rich history and the promise of a bright future.

This strategic plan is an essential tool in understanding who we are, who we want to be and – importantly – how we get there! But a plan alone won't get us anywhere. It is only a starting point. Its success depends on all of us working together – City Council, City staff and our residents – to implement the plan, report and evaluate its progress and make the adjustments necessary to continue moving the City of Redlands forward.

I want to thank my City Council colleagues for their thoughtful vision for our future and City Manager Charlie Duggan and the Executive Team, as well as the consultants from BerryDunn for taking that vision and creating this living document.

And I want to thank you, the residents, for participating and sharing your dreams and aspirations for what Our Town is and all that we can be.



Paul Barich
MAYOR

Sincerely,

Mayor Paul Barich

City Council

The City Council is dedicated to responding to the changing needs in our community and to ensuring that Redlands remains a distinctive place in which to live and work. The City of Redlands is a general law city incorporated in 1888. It is governed by the City Council/City Manager form of government. The City Council consists of five representatives chosen by district by the electorate. The Mayor and Mayor Pro Tempore are then elected by the Council. The Mayor and Council set policy, enact legislation, and adopt the budget under which the city operates. The City Manager, appointed by the Council, is the chief administrator of the City.



Eddie Tejeda
MAYOR PRO TEM



Denise Davis
COUNCIL MEMBER



Jenna Guzman-Lowery
COUNCIL MEMBER



Mick Gallagher
COUNCIL MEMBER

LETTER FROM THE CITY MANAGER

Dear Citizens of Redlands



Charles M. Duggan Jr.
CITY MANAGER

I am proud to present the City of Redlands six-year Strategic Plan for FY 2022-23 through FY 2027-28. More than a blueprint for City operations, this Strategic Plan is an aspirational endeavor for the future of Redlands and a framework for achieving our vision for the community: "a connected, conscientious, safe community with a small town feel in which all people and businesses can thrive."

While your City government continues with a clear focus on delivering excellent service each and every day, this document represents our commitment to work at a higher level of operation to expand and achieve Redlands' full potential.

This Strategic Plan resulted from a collaborative process that engaged our community. We invited you, our residents and businesses, to let us know how we are doing, to share your ideas and to envision the future of Redlands. We reached out and met with a wide array of community stakeholders, including residents, community organizations and service clubs, business groups, educators, faith-based communities and churches, minority groups, youth organizations, labor groups as well as our own advisory boards and commissions and City staff.

We took what we learned from all of you and presented those findings to our City Council, who honed in on the vision and goals for the City and guided this effort to outline a mission, a vision, core values and strategic priorities. This plan is a living document that will focus our energy and resources, ensure that City officials and staff are working toward common goals, establish consensus around intended outcomes and allow us to regularly assess and adjust the organization's direction in a changing environment.

I would like to thank Mayor Barich and the City Council for their support and leadership in this process. I would also like to recognize the members of the City's Executive Leadership Team for their thoughtful and conscientious contributions to this plan. Finally, I would like to recognize our steering committee and our partners at BerryDunn who participated in countless meetings and approached the project with diligence and seriousness of purpose and a healthy dose of good humor.

In Redlands, we realize that by stretching ourselves we reach new levels of excellence. We also realize that striving to be perfect, although unachievable, can still be a useful target which prompts us to ask "What are we doing on our journey toward perfection?" This plan represents the next step on that journey.

Sincerely,

Charles M. Duggan Jr.

Charles M. Duggan, Jr.



MISSION, VISION AND VALUES

Mission

"Providing superior services to elevate the quality of life, to cultivate community and encourage a thriving economy while preparing for the future."

Vision

"In Redlands, we envision a connected, conscientious, safe community with a small town feel in which all people and businesses can thrive."

Redlands City Values

We strive for excellence and are innovative

We aim to deliver the best service possible and measure quality outcomes and results.

We strive to exceed expectations and to bring out the best in each other.

We are flexible and adapt to the ever-changing needs of our community.

We seek traditional as well as non-traditional solutions and embrace creativity.

We are fiscally responsible

We take seriously financial stability and our stewardship in carefully managing and constantly ensuring the best use of all public funds and other resources.

We seek sustainability

We pursue sustainability as the key to optimal use of all resources.

We measure progress through improvement to the health and well-being of our residents, environment, and local economy.

We are responsive

As public servants **we** exist to serve Redlands citizens and to exceed expectations. That is and should always be **our** constant focus.

We listen, are empathetic and take appropriate action.

We pursue good and timely solutions, and are alert to modifying strategies in response to unintended consequences.

We are fair, honest, and act with integrity

We align our values, words and actions.

We are honorable, trustworthy and sincere.

We consistently go not just beyond the legal minimum to do what is right, but strive for the highest moral and ethical behavior.

We are accountable and make sound decisions based on clear rationale

We take responsibility for our decisions and actions.

We are accountable to our community and to each other so that future generations will have as many opportunities available to them as we do today.

We encourage and practice servant leadership.

We treat everyone with respect

We acknowledge the dignity of every employee, citizen, resident, and visitor in our City.

We work actively to eliminate barriers to full participation in community life.

We conduct City business with courtesy, civility, and respect.

We embrace diversity and inclusiveness

We value the strengths that result from varied experiences, ideas and perspectives.

Our collective histories, both employee and citizen, and natural setting create the fabric that makes Redlands a special place to live, work, and play.

We communicate openly, clearly and frequently

We seek shared understanding with our community and across City organizations.

We are engaged and our interactions are meaningful.

We engage in participatory governance and transparent processes.

We strive to create a culture of collaboration that encourages innovation, sharing of resources, and jointly shared accountability for results.

We take pleasure in the work we do

While maintaining a professional environment, **we** recognize the importance of building and maintaining an enjoyable workplace that will attract and retain employees.

We value a sense of humor and remember not to take ourselves too seriously.

REDLANDS
MULTI-YEAR STRATEGIC PRIORITIES

A PRIORITY Quality of Life

Ensure Redlands continues to be a vibrant community that honors its heritage and provides a broad range of opportunities to live, work and play.

B PRIORITY Public Health and Safety

Enhance services and programs so that all community members are safe, sheltered and have access to Redlands' core services.

C PRIORITY Equity and Inclusion

Cultivate wide-ranging community engagement and a work force that strives to ensure everyone in the community has access to City services and facilities.

D PRIORITY Sustainability

Preserve and protect what makes Redlands special by maintaining core services, infrastructure and community values.



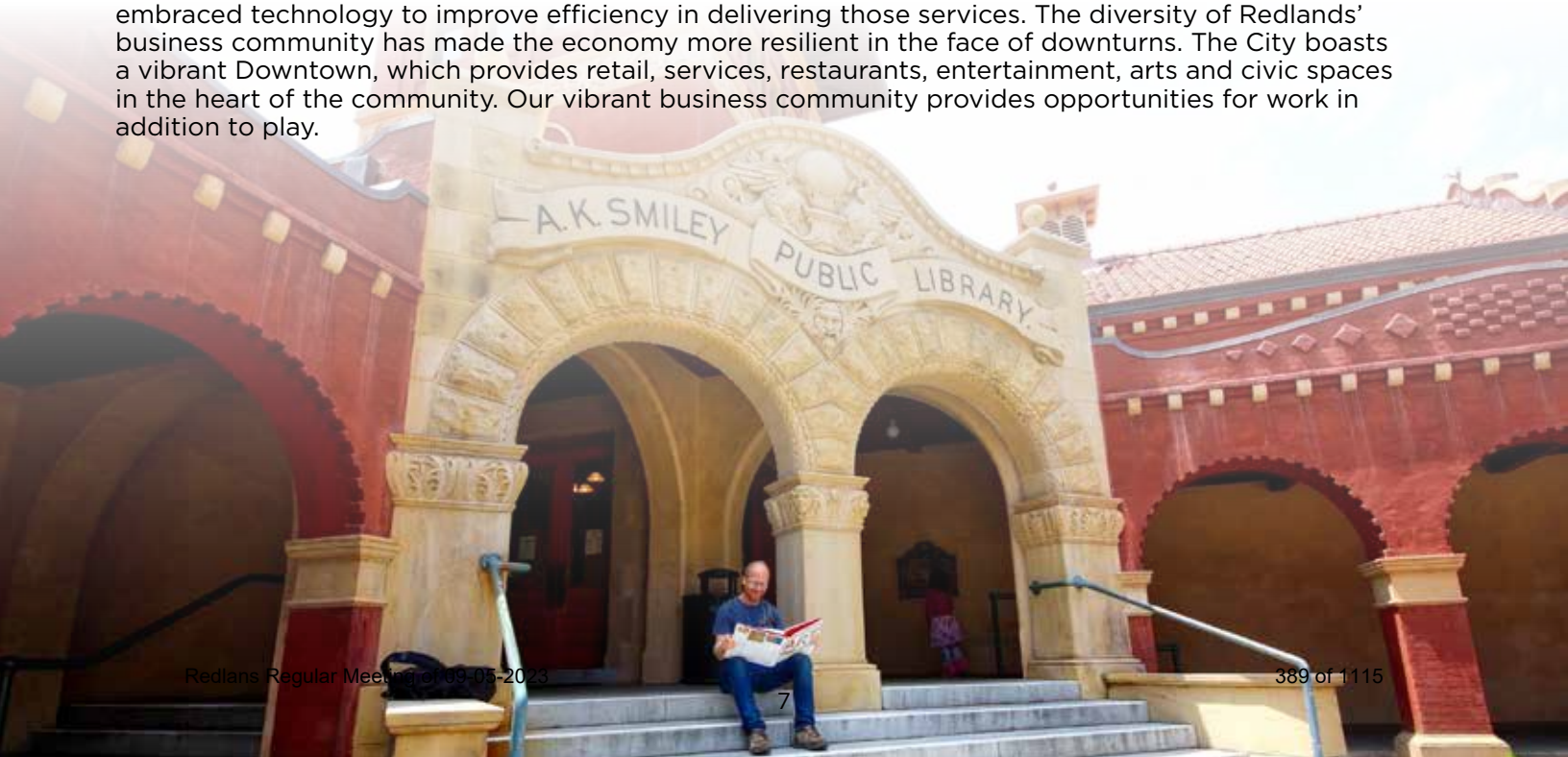
Current State

Redlands is imbued with a cultural richness that comes from its historical background, its social diversity, an active contemporary art scene and a varied business community that consists of retail, entertainment, manufacturing, health care, education, technology and logistics. The City's physical setting, iconic architecture and citrus heritage have all contributed to the community's development in ways that are evident in its historic districts, characteristic structures and neighborhoods, its greenbelt and working private and municipal citrus groves. The community's long tradition of celebrating arts and culture remains strong through its festivals— such as the Redlands Bowl Summer Music Festival, Redlands Theatre Festival and Redlands Art Festival—and the eclectic public art that documents its history of agriculture, commerce, architecture, creativity and civic pride.

Redlands' unique pride of place is exemplified by the many philanthropic contributions to the community including the A. K. Smiley Public Library, the Redlands Bowl, Heritage Park, Lincoln Memorial Shrine and many others. Redlanders also take pride in their community and the distinct neighborhoods that define the City. Redlands' history remains strongly visible in the form of mature street trees, citrus groves and exquisitely detailed historic buildings. Many Redlands residents feel strongly about preserving the community's rich agricultural heritage and architectural character. There are some physical challenges to unity in the city: sections of the community are divided by Interstate 10 and Highway 210, which contributes both in fact and in perception to a lingering north/south division with roots in historic cultural, racial, ethnic and economic factors. With the City's active civic cultures, residents are interested in creating more opportunities to nurture a stronger and more cohesive community, embracing diversity and social interaction, and ensuring that a physical and cultural environment with ample gathering places and community-wide events exists to foster these qualities. Residents want to embrace the qualities that make their neighborhoods special—including landmarks, art, cultural events, gathering places, activity centers, as well as the size, scale, and architectural features of buildings—in order to preserve and strengthen their identities. Community members seek stronger linkages between neighborhoods to ensure that no part of the community feels isolated or neglected and that the entire City is connected as a whole.

Redlands provides opportunities to promote the health of its residents with its park and trail system, its recreational areas, and community centers that help promote active lifestyles for residents of diverse ages and abilities. The Redlands community takes advantage of these features to organize events such as A Run Through Redlands, the Redlands Bicycle Classic and the Believe Walk that provide opportunities to enjoy the outdoors and socialize with fellow residents.

The City has charted a path of fiscal responsibility while expanding services to its residents. It has embraced technology to improve efficiency in delivering those services. The diversity of Redlands' business community has made the economy more resilient in the face of downturns. The City boasts a vibrant Downtown, which provides retail, services, restaurants, entertainment, arts and civic spaces in the heart of the community. Our vibrant business community provides opportunities for work in addition to play.



Future State

Redlands recognizes the importance of preserving our community's rich agricultural heritage and architectural character. The City is committed to the preservation of our historic citrus groves. We continue to protect and value our historic districts, distinctive neighborhoods and the philanthropic contributions throughout our community. Redlanders believe in nurturing a stronger and more cohesive community that embraces diversity and social interactions. The City has enhanced community-wide events that reflect Redlands' diversity and shifting demographics. Redlands is a cohesive and connected community that surpasses physical barriers. The community is unified and provides opportunities that consider all cultural, racial and socio-economic factors in order to provide access and opportunities to our diverse residents and businesses. Redlands' improved parks and open spaces provide accessible opportunities for everyone in the community to enjoy trails, parks and an active, healthy lifestyle. Our business community is vibrant, diverse and resilient and provides opportunities for residents to live and work right here in Redlands.





Ensure Redlands continues to be a vibrant community that honors its heritage and provides a broad range of opportunities to live, work and play.

Strategic Objectives

1. Beautification, Arts and Culture

- Enhance community events to better reflect Redlands' diversity and demographics.
- Create a strategic vision for the arts within the community.
- Ensure that the Redlands Bowl remains a vibrant cultural centerpiece for the City by updating and modernizing Bowl facilities.
- Enhance the Art in Public Places Program.

2. Economic Vitality

- Implement electronic plan review and permitting process.
- Increase accessibility to businesses and essential services through improvements to mobility and parking.
- Implement policies and programs to expand the City's affordable housing opportunities.
- Encourage redevelopment efforts in the transit corridor (i.e. University Village and mall site).

3. Historic Preservation and Small Town Feel

- Adopt Historic Design Guidelines to assist property owners with improvements to historic resources.
- Expand historic surveys to include areas that were not previously surveyed and properties with historically eligible buildings built in the 1950s and 1960s.
- Promote the City's historic preservation programs through new user-friendly educational materials.

4. Parks, Recreation and Open Space

- Develop an assessment and improvement plan for City parks and open spaces that includes adherence to industry standards.
- Promote awareness of recreational opportunities through a Citywide recreation newsletter.
- Enhance recreational program opportunities

Outcome Measure Examples

- Seek and support three new community events that reflect Redlands' diverse community.
- Adopt an Arts Master Plan.
- Redlands Bowl
  – Install new sound and lighting system.
  – Replace bench seating.
  – Aesthetically improve the Prosellis.
- Fund an art-on-loan program to complete the installation of art pieces at the designated locations within the City.
- Electronic Plan Review and Permitting processes implemented.
- Reduce time frames for plan review by 30%.
- Increased accessibility to businesses and essential services through improvements to mobility and parking.
- Implementation of a wayfinding sign program to direct the public to parking facilities to increase utilization of available parking lots and garages, with a goal of increasing occupancy of underused lots/garages by 50%.
- Adopt strategies to promote development of affordable housing units, which may include fee waivers, density bonuses, inclusionary housing requirements, and streamlining of Accessory Dwelling Unit (ADU) construction, with the goal of adopting three new strategies and/or programs.
- Work with developers to secure entitlements to redevelop the 12 acre Redlands Mall site and the 16 acre University Village site south of the University of Redlands campus, to provide new commercial and residential opportunities that support the community and local economy.
- Increased community satisfaction with the City's parks and open spaces, as measured periodically through a citizen survey.
- Recreational program offers expanded by 25%.

Current State

The City of Redlands is a full-service City that, in addition to providing police and fire services, operates its own water and wastewater utilities, cemetery, airport, landfill and solid waste services.

For more than 90 years, the City of Redlands has been in charge of providing high quality drinking water to more than 75,000 local residents. By supplying a blend of local groundwater, local surface water, and imported water from the State Water Project, Redlands Municipal Utilities & Engineering Department is able to meet the daily demands of these customers.

As Southern California often faces the challenges of prolonged droughts that strain water supplies, improving water conservation is becoming more important. The City of Redlands maintains a robust Water Conservation effort that includes non-potable water systems, commercial and residential watering restrictions, conservation programs, drought tolerant landscaping and education programs.

The City's Wastewater Treatment Plant, originally built in 1962, treats an average of six million gallons of wastewater daily. In the last 60 years, multiple upgrades to the existing infrastructure and new construction have taken place. In 2019 the City embarked on an assessment and developed a plan to implement immediate and long-term improvements to the plant. The current two-phase expansion project produces high-quality water at half the energy cost and will satisfy stringent air quality regulations and reduce the use of natural gas. The City is currently in a design phase for a project that will address additional required upgrades to all critical areas to keep up with regional growth. Over the next five years, the City of Redlands is slated to begin and complete upgrades to 12 treatment plant processes that will secure a sustainable and innovative approach to wastewater treatment.

The California Street Landfill is owned and operated by the City of Redlands. The County of San Bernardino began waste disposal operations at the site in 1963. In 1970, the City took possession of the site and continued waste disposal operation. In 2017, the City Council adopted a new solid waste rate structure, which included funding designated for capital improvement projects and the purchase of more efficient landfill equipment. Many routine alterations and additions to the landfill infrastructure and equipment have occurred throughout City ownership of the landfill; however, the recent rate adjustment provided the most significant positive impact on the landfill of the last 25 years. Landfill airspace, the amount of remaining space available for waste, is limited by the size of the site and its design. The more debris that is received, the faster that airspace is consumed.

Proactive measures by the City to improve the life expectancy of the landfill, including equipment upgrades and operational changes, have increased the usable capacity of the landfill by 42 percent, saved approximately $8.5 million in avoided soil purchase import costs over the life of the landfill, and provided annual savings in equipment and operator costs of $63,000 annually. In 2012, the City received a report indicating that the landfill would reach its capacity in the year 2042. With the recent improvements, the life of the landfill has been extended another 11 years to 2053. Improvements to the California Street Landfill ensure that this valuable asset will continue to serve Redlands residents for many more years.

The City has met and exceeded all required state mandates outlined in SB1383. The City of Redlands began offering food waste collection for commercial businesses in 2016 and a voluntary drop-off program for residential customers in September 2021.

Over the next few years significant improvements are planned to the landfill collection and control systems that will accommodate new and existing environmental regulations.

New residents to Redlands often cite safety as one of their primary reasons for moving to Redlands and longtime residents say it is one of the reasons they stay. The City's police and fire services are exemplary and enjoy tremendous support from the community. Under local control, the community is ensured that its public safety services focus on the priorities of the community and remain dedicated to local service. In recent years, the City dedicated funding to modernizing and upgrading both Police and Fire vehicles and equipment. The City has identified the need for new public safety facilities. Currently the Police Department operates out of multiple locations, each of them inadequate to the department's needs. The City is in the process of purchasing an existing commercial site that will be converted to a modern Police facility. The City is also exploring plans for new Fire stations, strategically located throughout the City to address the growth in population and both residential and commercial/retail buildings.

PUBLIC HEALTH AND SAFETY

In 2021, the annual Point-In-Time-Count of unsheltered individuals identified Redlands as the City with the third highest population of individuals experiencing homelessness in San Bernardino County. The issue of homelessness is a multifaceted problem that affects the individuals involved as well as other residents, visitors and local businesses. For many years, the City has addressed the issue with limited resources including dedicated police teams and partnerships with social service agencies and non-profits to provide resources and services to the homeless while addressing the concerns of businesses and residents. A Homeless Emergency Aid Program (HEAP) grant provided for two Community Outreach Coordinators and additional resources until the grant ended in March 2021. Periodically the City partners with other agencies to perform cleanups of multiple encampments on state and county land. None of these efforts addressed the scale of the problem facing the City and those individuals affected. In November 2021 the City Council approved an MOU with two non-profits and a joint application to participate in the Homekey Grant Program. If successful, the City will convert an existing 99-unit hotel into permanent supportive housing for families and individuals experiencing homelessness that incorporates an all-inclusive model framework of wrap-around support provided by local partner agencies.

Future State

Redlands remains committed to providing safety, shelter and excellent core services to the residents and businesses in our community. Our city recognizes that in order to provide excellent core services, sustainability and water conservation must continue to be a priority. We have completed upgrades to 12 water treatment plant processes to secure sustainable and innovative ways to treat wastewater. Our City has also invested in more efficient landfill equipment that allows us to continue to increase capacity at the California Street Landfill. These efficiencies have enabled Redlands to continually extend the life expectancy of the site and increase landfill airspace. Significant improvements to the landfill's collection and control systems have also been completed. With these improvements, Redlands is proud to be able to meet all new and existing environmental regulations. We are also proud of our continued excellence in public safety services to our community. Our Police Department is now housed in a modern facility that allows our officers to better respond to and support the community. We have also focused on locating fire stations throughout our growing community. Our firefighters are now better equipped to more quickly respond to calls throughout the City. Our community is not only even safer, but more sheltered. The success of the Homekey Grant Program allows Redlands to provide shelter and wrap-around services to families and individuals experiencing homelessness.



PUBLIC HEALTH AND SAFETY

Enhance services and programs so that all community members are safe, sheltered and have access to Redlands' core services.

Strategic Objectives

1. Water/Wastewater/Solid Waste

- Complete Wastewater Treatment Plant Phase 2 Project Construction.
- Reduce non-revenue water (water loss) by 25%.
- Complete California Landfill flair upgrade project to ensure facility compliance.

2. Police

- Complete steps to prepare for construction of a police station.
- Reduce public safety response times by 10%.
- Evaluate public safety workforce to determine if staffing levels are consistent with population growth. Develop a plan for workforce growth based upon results.

3. Fire

- Complete process for the construction of additional fire stations which will maintain critical response times based on the distribution and concentration of resources and ensure that service levels are being maintained based on call volume impacts, community growth and development
- Provide additional emergency response personnel to ensure an effective response force is maintained to meet City development and population growth.
- Determine current and projected administrative staffing needs. Develop and implement administrative growth based upon findings.

4. Homelessness

- Develop and implement a method by which to measure the success of the Homeless Housing Plan.
- Develop methods to reduce and prevent homelessness.

Outcome Measure Examples

- Wastewater Plant upgrades completed.
- Improved police response time to emergency calls for service.
- Police staffing plan developed.
- Steps for construction of new public safety facilities are identified
- Locations for additional fire stations identified and procured.
- Fire staffing plan developed.
- Steps for construction of additional fire stations identified.
- Method developed to measure success of the Homeless Housing Plan

EQUITY AND INCLUSION

Current State

The City of Redlands Communications and Community Relations Office provides outreach through various methods and platforms to provide information regarding City operations, programs and events to all segments of the community. Current communication methods include a variety of social media platforms and pages that combine to reach more than 27,000 followers; the City's website, which saw more than 690,000 individual visits in 2021 alone; Redlands TV government access channel which, in addition to televising City Council and Planning Commission meetings, produces videos in house regarding a wide variety of City programs and functions as well as a community bulletin board; and a variety of periodic publications and outreach efforts to inform the public about individual department operations. The Communications and Community Relations Office also provides frequent information to a variety of local and regional media.

The City of Redlands Human Resources Division develops and administers programs designed to increase the effectiveness of staff and the organization. Human Resources staff facilitates the recruitment and selection, development and retention of individuals to promote a talented, diverse and inclusive workforce with the goal of representing the community we serve. Currently, the City recruits through various electronic means and websites that reach a large group of individuals. The City has implemented training on gender identity, inclusion and bias for all new employees and recognizes the need to increase the education of our workforce to ensure equity and inclusivity. Our current workforce demographics are 49.3% White, 32.1% Hispanic, 2.4% Black, and 2.18% Asian, with the remaining personnel listed as other or undisclosed. Additional efforts are needed to help bring the overall workforce in line with the demographics of our surrounding area. The City is implementing policies and practices that reflect a conscious effort to ensure equity of access and services and further ensure the equitable treatment of all people.



EQUITY AND INCLUSION

Future State

The City of Redlands recognizes the importance of community engagement with Redlands stakeholders to ensure the City's initiatives are properly communicated to them. Moreover, the City recognizes the importance stakeholders play in the development of these initiatives to ensure the City's vision aligns with the vision of the community. It is only through this collaboration that stakeholders can ensure the City is not only hearing the needs and wants of the community, but also that the City is implementing policies that promote the Redlands where they desire to live and work. In order to increase outreach to a greater segment of the community, the Communications and Community Relations Office has implemented a strategic communications and engagement plan that serves as a guide for the City in its pursuit of forward thinking initiatives and explains what Redlands stakeholders can expect from the City. It establishes the structure for communication and engagement of stakeholders in the development of initiatives and identifies strategies for seeking out involvement and establishing measureable goals to determine the success of the City's collaborative efforts with stakeholders. Finally, it serves as a living tool for community engagement that may be followed in the development of any City goal, objective or initiative.

The City of Redlands understands the importance of providing an environment where diversity, equity and inclusion are key considerations in the recruitment and retention of a talented workforce that reflects the community it serves and brings a variety of perspectives to citywide decision making. Continually implementing policies and procedures that provide access and equity for applicants, residents and staff is imperative in maintaining the representation of the workforce. Job descriptions, personnel rules and regulations, and recruitment strategies are reviewed regularly and evaluated to determine bias or adverse impact. The City engages in targeted recruitments to increase the diversity of our applicant pools and ensure that the workforce reflects the demographics of the City's population. The City's workforce is trained regularly on topics specific to equality, bias, gender identity, harassment and inclusion. This training provides a culture that is focused on valuing employees and providing an environment where different perspectives can be shared openly. The City engages in workforce strategies that include initiatives to create a diverse and inclusive workplace in a sustainable way.



EQUITY AND INCLUSION

Cultivate wide-ranging community engagement and a work force that strives to ensure everyone in the community has access to city services and facilities.

Strategic Objectives

1. Communication and Engagement

- Evaluate alternative and/or additional means of communication to help ensure all parts of the community have the opportunity to receive, understand and participate in City life.
- Develop centralized messaging, outreach and awareness campaigns that focus on identifying and reaching all residents within the community.

2. Workforce

- Provide diversity, equity and inclusion (DEI) training for all City staff.
- Recruit, hire and train a diverse and inclusive workforce that represents the community.

Outcome Measure Examples

- Develop and implement a Communications Plan by December 31, 2022.
- Method established to measure effectiveness of City's communication methodology to provide baseline for improvement in future years.
- 100% of City staff receive initial DEI training by December 31, 2023.
- Comprehensive employee training plan developed.
- Establish baseline metrics for current staffing demographics in comparison to community.
- Identify gaps or areas of focus for future recruiting, hiring and training.
  – Develop plan to address the identified gaps.
- Increased diversity of City workforce.

SUSTAINABILITY

Current State

A sustainable city is one that ensures a livable environment for its residents over the long term through thoughtful stewardship of its resources, including financial resources.

For more than a decade following the Great Recession of 2008 the City of Redlands worked diligently to implement sustainable fiscal and financial policies, including consistently balanced budgets, based on recurring revenue sources and sound management, focusing on core services and capital needs, building healthy reserves and reducing debt.

In the spring of 2020, the COVID-19 pandemic created not only a public health crisis but a financial crisis for local governments. Working essentially in emergency-response mode to prevent the spread of COVID-19 while also providing municipal services in pandemic conditions, the City of Redlands drastically reduced its budget and staffing levels in response to the impact COVID had on its revenue streams and the impact it had on taxpayers. By June of 2021 when the City Council approved the Fiscal Year 2021-2022 budget, however, the City's fiscal picture was quite different. Revenues began approaching pre-pandemic levels and Redlands voters approved a one-cent sales tax. The City began restoring staffing levels and resources in areas such as Police, Fire, Library and Facilities.

Additionally, the City not only restored previous cuts, it also enhanced services in the areas of public safety and general infrastructure needs.



Future State

The budgeting process is one of the most important activities a City undertakes. In order to align the City's resources with the future vision for the community, the City developed a Biennial Budgeting process that links objectives to the resources necessary to accomplish them, sets meaningful objectives with realistic timelines for completion and incorporates a multifaceted approach toward developing the strategic vision for Redlands, including this Six-Year Strategic Plan and regular Citizen Satisfaction Surveys. The City continues to consider the long-term extent of the economic impact resulting from the COVID-19 pandemic and the effects of CalPERS investment earnings/losses and potential policy changes they would have on future pension costs. The revenues from Measure T, post-pandemic economic gains and the strategic planning process have positioned the City to provide the services and programs valued by the community.

The City understands the need to be a competitive employer and maintain a sustainable workforce to ensure its future success. The City provides an environment where employees feel engaged and encouraged and have opportunities for growth. The City's onboarding program for new employees begins that engagement from day one. The year-long onboarding program is centered on acclimating new employees to their roles and the City's culture, giving employees a sense of belonging and commitment to the City and increasing retention. As part of the City's efforts to maintain its workforce and develop a succession plan, the City has created a focus on training and professional development for staff that increases engagement of employees at all levels, improves employee skill levels, enables career progression and results in employees who stay longer with the City and minimizes the institutional knowledge loss when long-term employees transition out of the organization.



SUSTAINABILITY

Preserve and protect what makes Redlands special by maintaining core services, infrastructure and community values.

Strategic Objectives

1. Fiscal

- Develop a Long-Term Financial Plan that sustains core services and programs and helps prioritize funding for new initiatives.

2. Environmental

- Expand the non-potable water system
- Develop a landscape ordinance to provide guidelines for commercial and residential properties to include drought tolerant or water conservation landscaping measures.

3. Infrastructure

- Develop and implement Water and Wastewater Utility Master Plans to ensure facilities are improved and maintained to meet the needs of our expanding community
- Engineer and construct transportation facilities to accommodate all potential users – motorists, cyclists and pedestrians
- Develop a facilities capital improvement program to ensure that adequate funding is planned for industry standard maintenance.

4. Workforce

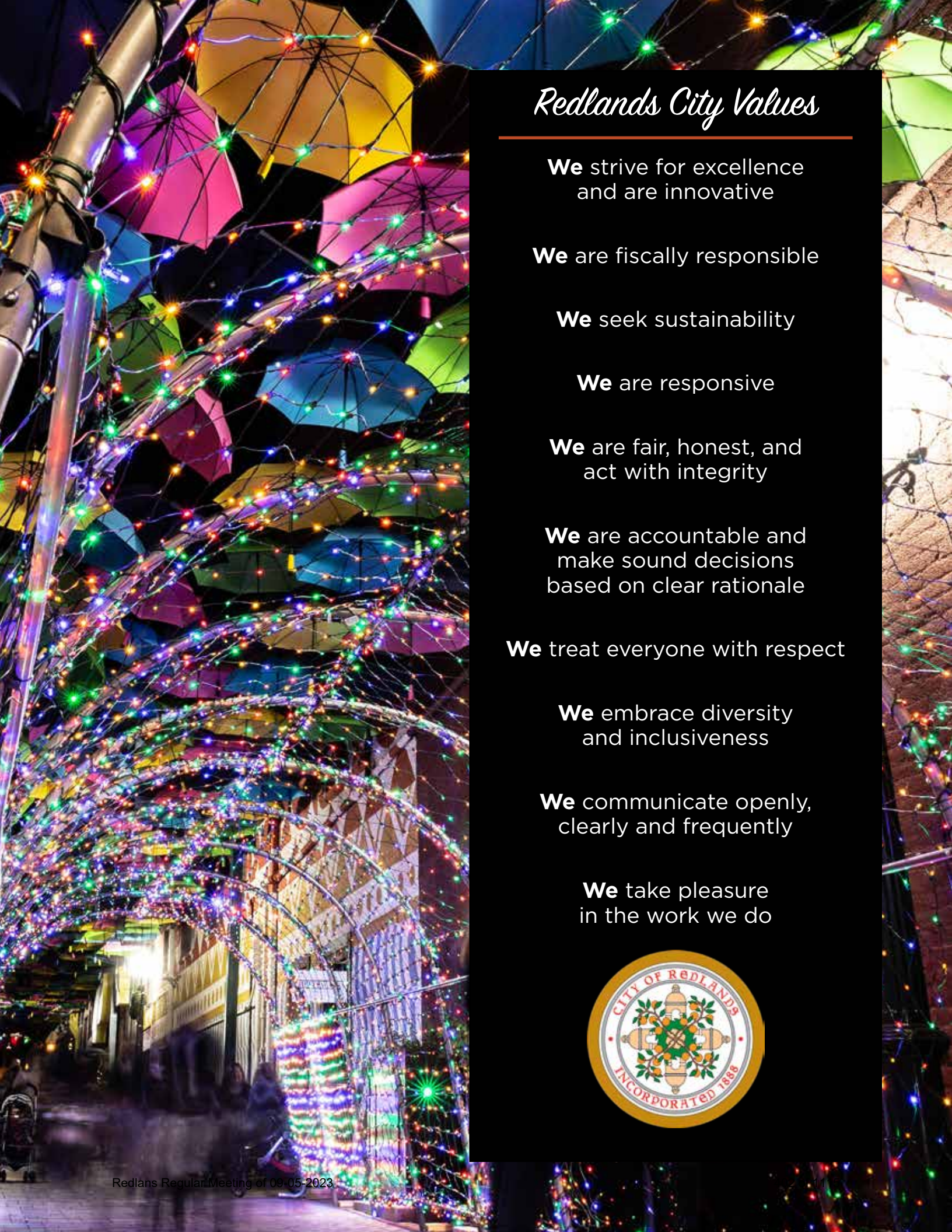
- Create an onboarding plan for new employees.
- Create an employee retention plan that addresses career development and mid-career development.
- Create a succession plan that addresses knowledge transfer.

5. Climate Change

- Explore City initiatives to address the effect of climate change.

Outcome Measure Examples

- Long-Term Finance Plan developed.
- Four additional miles of nonpotable water system constructed by December 31, 2024.
- Water and Wastewater Utility Master Plans developed and implemented
- Landscape Ordinance adopted by December 31, 2023.
- Facilities capital improvement program developed.
- Onboarding program developed and implemented for new employees by January 2023.
- Employee Retention and Succession Plan Developed and Implemented by December 31, 2024.
- Comprehensive climate change briefing delivered to the City Council by December 2023.



Redlands City Values

We strive for excellence and are innovative

We are fiscally responsible

We seek sustainability

We are responsive

We are fair, honest, and act with integrity

We are accountable and make sound decisions based on clear rationale

We treat everyone with respect

We embrace diversity and inclusiveness

We communicate openly, clearly and frequently

We take pleasure in the work we do

City Council/Successor Agency Meeting **L. 1.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8491 Establishing a Pension Management Policy (Management Services/Finance Director Garcia)

MOTION(S):

I move to adopt Resolution No. 8491 establishing a Pension Management Policy.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8491 establishing the City's Pension Management Policy.

DISCUSSION:

The City of Redlands is dedicated to ensuring fiscal sustainability and, as such, periodic reviews of financial policies are important to confirm that policies are relevant and up-to-date with industry practices and legal provisions.

The City currently has a contract with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for all full-time miscellaneous and safety employees. As part of the Contract, the City is obligated to pay any unfunded accrued liability (UAL) under each of the Pension Plans. UAL is the amount by which CalPERS is short of the amount that will be necessary, without further payments from the City, to pay benefits already earned by current and former employees covered by CalPERS (collectively, the "UAL Obligation").

To better manage the City's pension plans, staff is recommending the establishment of a pension management policy to, among other things, set forth the following goals and objectives:

- Establish, attain, and maintain targeted pension plan funding levels;

- Provide sufficient assets to permit the payment of all benefits under the Pension Plans;
- Seek to manage and control future contribution volatility to the extent reasonably possible;
- Set forth all possible cost mitigation measures (“Mitigation Measures”) available to the City;
- Strive to make Annual Discretionary Payments to accelerate UAL pay-down, reduce interest costs, and stabilize future payments;
- Maintain the City’s sound financial position and creditworthiness;
- Provide guidance in making annual budget decisions;
- Create sustainable and fiscally sound future budgets;
- Demonstrate prudent financial management practices; and
- Ensure that pension funding decisions protect both current and future stakeholders.

There are 3 categories into which the City's employees are classified: Fire, Police, and Miscellaneous. Fire and Police employees are further classified into sub-groups: Classic (those hired before 1/1/2013) and PEPRA (those hired after 1/1/2013 when the Public Employees Pension Reform Act of 2012 went into effect). So the City participates in a total of five (5) plans with CalPERS. They are listed below along with their corresponding "funded" levels. Funded level is measured by subtracting pension fund obligations (which includes the current and future amounts owed to retirees) from the plan's assets. These levels are measured as of June 30, 2022 and these figures were released last month, August 2023.

- Fire Classic - 65.4%
- Police Classic - 67.3%
- Fire PEPRA - 86.6%
- Police PEPRA - 88.5%
- Miscellaneous - 71.4%

However, each year, the possibility exists that CalPERS will accrue new pension liabilities due to several factors, including:

- Changes in actuarial assumptions and experience changes (e.g., market fluctuations, longer life expectancies, etc.).
- Changes in actuarial gains and losses due to asset returns being higher or lower than expected.
- Changes in plan benefits.

Based upon CalPERS's report of a -7.4% investment return for the fiscal year 2022, the funded levels across all City plans have decreased by roughly 10%. This negative performance has added $61 million to the City's existing $106 million outstanding unfunded liability.

In an effort to ensure that any future pension liabilities do not grow to unmanageable levels, staff has developed a proposed Pension Management

Policy for Council consideration. If approved, the Pension Management Policy would require that any new increase or decrease in the liability resulting from the annual CalPERS actuarial valuation be explicitly identified each year during the budget cycle, and that the City consider making discretionary contributions with City resources (or other legally available resources), with the objectives of increasing each of the Pension Plan's funded status, by reducing the unfunded actuarially accrued liability, and reducing ongoing pension costs.

The Pension Management Policy will also provide guidance in making annual budget decisions, demonstrate prudent financial management practices, help create fiscally sustainable budgets for pensions in future years, and help reassure bond rating agencies and investors that the City is being proactive in the management of its fiscal affairs.

The Policy was developed to improve the quality of decision-making, provide justification for addressing pension liabilities over time, identify goals, and to validate the City's commitment to strategic long-term financial planning. Maintaining compliance with the Policy may demonstrate to rating agencies and to capital markets that the City is well managed and should be able to meet its financial obligations on a timely basis.

ALTERNATIVES:

Council may deny the motion and provide alternate direction to staff.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney

Fiscal Impact

Fiscal Year:	2024
Revenue Generating:	N/A
Appropriation Required Y/N:	N/A
Amount:	N/A
Budgeted Y/N:	N/A
Account No.:	N/A

Discussion:

There is no fiscal impact associated with the adoption of this policy. The Policy provides that future pension obligation funding decisions are considered within the Policy's framework, but not cash commitments are directly made through the establishment of the Policy.

Attachments

Resolution No. 8491 Establishing a Pension Management Policy

RESOLUTION NO. 8491

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A PENSION MANAGEMENT POLICY

WHEREAS, the City Council (the "Council") of the City of Redlands (the "City") is obligated by the Public Employees' Retirement Law, commencing with Section 20000 of the Government Code of the State of California, as amended (the "Retirement Law"), to make payments to the California Public Employees' Retirement System ("CalPERS") relating to pension benefits accruing to current and former City employees who are CalPERS members, including retired employees (the "CalPERS Obligations"); and

WHEREAS, the City currently has an unfunded accrued liability (the "UAL") of around $167 million, which is required to be paid off during the next 23-year period at 7% interest; and

WHEREAS, in an effort to stabilize the overall pension fund, CalPERS has instituted new programs that require employers such as the City to accelerate payments to pay-down existing UAL account balances; and

WHEREAS, CalPERS provides the City with new actuarial valuations on an annual basis that calculates the City's total pension liability as of the new valuation date; and

WHEREAS, each year it is possible that the City will incur new UAL costs if the City's market value of plan assets are not equivalent to the actuarially determined liability amounts; and

WHEREAS, the City desires to establish a framework for funding new UAL costs that may arise in the future with the objective of funding the Pension Plans at certain targeted funded status levels whenever possible; and

WHEREAS, to facilitate payment of future UAL costs in a timely manner and to reduce the risk that future UAL costs pose to the City's financial position, the City desires to adopt the Unfunded Accrued Liability Pension Management Policy, attached hereto (the "Pension Management Policy"); and

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

Section 1. The Council hereby specifically finds and declares that all of the facts set forth in the Recitals of this Resolution are true and correct.

Section 2. The Board hereby finds and declares that the Pension Management Policy, attached as Exhibit "A" hereto, is hereby approved and adopted as the official City of Redlands Unfunded Accrued Liability Pension Management Policy.

Section 3. This Resolution shall take effect from and after the date of its passage and adoption.

ADOPTED, SIGNED AND APPROVED this 5th day of September, 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 regular meeting thereof held on the 5th day of September, 2023, by the following vote:

_____

Jeanne Donaldson, City Clerk

EXHIBIT "A"

CITY OF REDLANDS

PENSION MANAGEMENT POLICY

Section 1. Purpose

The purpose of this Pension Management Policy (the "Policy") is to strategically address the existing and any future unfunded accrued liability (the "UAL") associated with the City of Redlands's (the "City") California Public Employees' Retirement System (CalPERS) pension plans (the "Pension Plans"). This Policy also addresses some of the principal elements and core parameters central to the policy objectives discussed in this Policy. In the development of this Policy, the City strives to reduce its UAL and the associated financing costs in the most cost-efficient and fiscally responsible manner possible.

The City is committed to fiscal sustainability by employing long-term financial planning efforts, maintaining appropriate reserve levels, and employing prudent practices in governance, management, budget administration, and financial reporting. This Policy is intended to make all relevant information readily available to decision-makers and the public to improve the quality of decisions, identify policy goals, and to demonstrate a commitment to long-term financial planning. Adherence to this Policy signals to rating agencies and capital markets that the City is well managed and able to meet its obligations in a timely manner.

The Policy is intended to reflect a reasonable and conservative approach to managing the UAL costs associated with the Pension Plans. This Policy recognizes that the Pension Plans are subject to market volatility and that actual economic and demographic experience of the plans will differ from the actuarial assumptions. Accordingly, it is intended to allow for adaptive responses to changing circumstances, providing flexibility to address such volatility in a financially sound manner. As such, the City is required to continually monitor its Pension Plans and the corresponding UAL.

Section 2. Policy Goals and Objectives

The overarching goals and objectives of this Policy are as follows:

- Establish, attain, and maintain targeted pension plan funding levels
- Provide sufficient assets to permit the payment of all benefits under the Pension Plans
- Seek to manage and control future contribution volatility to the extent reasonably possible
- Strive to make Annual Discretionary Payments to accelerate UAL pay-down, reduce interest costs, and stabilize future payments
- Maintain the City's sound financial position and creditworthiness

- Provide guidance in making annual budget decisions
- Create sustainable and fiscally sound future budgets
- Demonstrate prudent financial management practices
- Ensure that pension funding decisions protect both current and future stakeholders
- Create transparency as to how and why the Pensions Plans are funded

Section 3. Background and Discussion

In General. Each Pension Plan is a multiple-employer defined benefit pension plan administered by the California Public Employee Retirement System ("CalPERS"). All full-time and certain part-time City employees are eligible to participate in the CalPERS retirement and disability benefits, annual cost of living adjustments and death benefits offered to plan members and their beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute.

The financial objective of a defined benefit pension plan is to fund the long-term cost of benefits provided to the plan participants. In order to assure its financial soundness and sustainability, the plan should accumulate adequate resources in a systematic and disciplined manner to ensure sufficient resources are available to meet employee benefit requirements. This Policy outlines the practices the City will use to proactively manage any unfunded liabilities determined by CalPERS actuaries in order to efficiently fund the long-term cost of benefits to the Pension Plan participants and annuitants.

Pension Costs and Liabilities. In order to fund its employees' pension benefits, the City is required to make contributions (a portion of which comes from the employees) to CalPERS. CalPERS then invests these contributions to generate returns to help fund the pension benefits. The regular required contributions, known as the "normal cost," are calculated as a percent of salaries and represent the annual cost of service accrual for the upcoming fiscal year for active employees. If, for any reason, the actual Pension Plan experience and investment performance fall short of the actuarial assumptions, the Pension Plan can become underfunded (i.e., the Pension Plan's Normal Accrued Liability exceeds the Plan's market value of assets). This shortfall is known as the Unfunded Accrued Liability (the "UAL") and has to be covered by the City through a series of UAL Payments, which are above and beyond the "normal cost" contributions. The UAL Payments are calculated in total dollar amounts, not as a percent of salaries.

The UAL can be caused by multiple factors, including but not limited to, changes to CalPERS' actuarial amortization policy, retroactive pension benefit enhancements, investment underperformance, actuarial assumption changes, demographic factors, and discount rate reductions.

UAL is Debt. The UAL balance at any given point in time is a debt of the City owed to CalPERS which is amortized over a set period of time with interest accruing at the then current CalPERS discount rate (the "Discount Rate"). However, this debt can be prepaid at any time without penalties. Recognizing the UAL as debt helps the City identify proper steps to address it and minimize the associated financing costs.

Ongoing CalPERS Practices. Every year CalPERS prepares updated actuarial valuation reports for each of the City's Pension Plans wherein it calculates the City's total pension liability as of the end of the prior fiscal year (each a "Valuation Report"). If the investment performance during that fiscal year was different from the Discount Rate, or if CalPERS made any changes to its actuarial assumptions, or if the actual demographic or compensation experience within the Pension Plans was different from the actuarial assumptions, new line items, or UAL amortization "bases," may be added to the plan and result in a change to the UAL balance. Such UAL amortization bases may be positive (indicating funding shortfall for the Pension Plans) or negative (indicating funding surplus for the Pension Plans). Since CalPERS can add new UAL amortization bases every year, the Pension Plans must be monitored annually and managed continually – there is no one-time solution.

CalPERS has adopted the UAL amortization methods that were meant to help public agencies "ease into" paying for the UAL increases. New UAL amortization bases are implemented incrementally, with a five-year ramp-up period, and at times include additional small increases in each of the subsequent years. The ramp-up period, while reducing the cash flow impact in the near term, increases the overall UAL repayment costs for the City by delaying repayment. Since the UAL balances accrue interest at the rate that is equal to the then current Discount Rate, the delayed payments prior to the commencement of the amortization and the reduced payments during the ramp-up period that do not fully cover the interest costs result in negative amortization, causing further increases to the UAL balance. To help reduce the overall costs of the UAL repayment, this Policy encourages level annual payments (i.e., no ramp-up) whenever possible.

Section 4. Policy

A. Funding Level Objective. It is the City's policy to strive to achieve and maintain a Pension "Funded Ratio" (being the ratio by which the Market Value of Assets—as set forth in the most recently published Valuation Report--exceeds the Entry Age Normal Accrued Liability or "EANAL"—as set forth in the most recently published Valuation Report) for each Pension Plan of [85]%, *but never dropping below [75]%* (the "Funding Level Objective").

Funding Level Objective = [85]%

Achieving and maintaining the [85]% Funding Level Objective ensures that the ongoing contributions of the City and its employees, and therefore the taxpayer funds, are properly and adequately funding the retirement benefits of retirees and today's workers. This concept is commonly referred to as the intergenerational equity. Falling short of this funded level forces future City Council to pay the costs of the poor planning and execution of today's Pension Plans. The reason for a Funding Level Objective of [85]% rather than 100% is to allow some cushion for

the possibility that good investment returns by CalPERS in a given year might push the Funded Ratio of a Pension Plan above 100% (commonly referred to as "superfunded status"), which means that the City and its employees had contributed into the Pension Plan more than was necessary. Thus, while the City remains committed to maintaining a 100% funded level, it shall manage the [15]% differential (i.e., the difference between [85]% and 100%) through its own investment process by creating the "Pension Rate Stabilization Fund" discussed herein.

Guidance: To achieve the Funding Level Objective, this Policy provides the following guidance:

1. ***Pre-Pay the Entire Annual UAL Payment by July 31st of each year.*** On or before July 1st of each year, the City receives its annual CalPERS UAL invoice. The City has two payments options. The invoice can (1) be paid in equal monthly increments or (2) be fully pre-paid at the beginning of the fiscal year by July 31st. By prepaying the entire invoice amount due by July 31st, the City can concurrently save approximately 3.3% compared to making the monthly payments. As such, every effort should be made to pre-pay the UAL payment upon receipt of the annual invoice.

2. ***Pre-Pay UAL from Reserves, One-Time Revenues and Fund Surpluses.*** Reserves (often invested in the Local Area Investment Fund) regularly do not earn returns that can offset the interest rate that CalPERS charges on the outstanding UAL balance. Supplemental contributions into the Pension Plans from available reserves, one-time revenues and fund surpluses can generate substantial long-term net savings. Each supplemental contribution, referred to by CalPERS as an Additional Discretionary Payment (ADP), reduces the UAL balance, the Annual Required Contributions (ARC) for future years, and the total interest costs associated with the UAL. CalPERS does not apply any prepayment penalties to ADPs. Therefore, during each budget cycle, the City staff shall review all available reserves, one-time revenues and fund surpluses to determine whether any such funds could be used to make an ADP to pay down the UAL, keeping in mind operational and capital budgetary constraints while maintaining adequate reserves and balancing the fiscal soundness of eliminating the high-interest UAL debt. ADPs should not adversely affect the general operations and fiscal soundness of the City.

3. ***Capital Financing.*** When considering capital projects, staff regularly reviews and plans for reserving capital to cash fund current and future projects. When considering how to pay for current and future capital projects, staff should review the current tax-exempt market to assess if it would be more cost effective to borrow at tax-exempt rates to pay for the capital projects and redirect the reserved funding (and/or such other appropriate funds of the City) to make ADPs to CalPERS.

   If there are projected cost savings by using this method, and a capital financing strategy is to be implemented, the City Council would need to approve of the ADPs being paid to CalPERS prior to the financing to ensure that the annal savings generated by implementing the strategy are applied to UAL paydowns.

4. ***Utilize Savings Achieved from Refunding Outstanding Non-Pension Related Debt to Pre-Pay UAL*.** During each budget cycle, staff should review all outstanding long-term non-pension related debt of the City to determine whether a refunding of such debt might result in net present value (NPV) savings of greater than 3%, and if so, consider a structure and strategy that frontloads the savings from such debt refunding, which can then be used to pay down the UAL. This strategy should only be used if the interest rates on the currently outstanding debt is sufficiently below the then-current Discount Rate to ensure that overall NPV savings of greater than 3% are achieved by the City.

5. ***Sources of Revenue*.** All fees, rates and charges should incorporate full allocation of pension costs for employees providing associated services. While some funds cannot contribute more than their fair share (i.e., enterprise funds), they should not contribute less than their fair share. Staff shall review allocation of labor costs to proprietary and other funds to ensure full reimbursement of the pension cost burden. Staff shall provide, or cause to be provided, consistent and well-documented methodology for pension cost allocation to all funds.

6. ***Pension Obligation Financing*.** The City shall consider issuing taxable municipal debt obligations (generically hereafter referred to as "Pension Obligations") to refinance the UAL, in part or in whole, if such bond obligations are expected to produce minimum cash flow savings of at least [10]%, taking into account all debt service and costs of issuance associated with such bond obligations, in comparison to CalPERS' respective UAL amortization schedule and the then-current Discount Rate.

   Pension Obligations shall not utilize swaps or derivatives of any kind and should be structured with reasonable and flexible call provisions (with a maximum of 10-year call provision). Pension Obligations shall be used only to prepay the UAL liabilities, and shall not be used to finance normal cost payments. The issuance of Pension Obligations must be voted upon and approved by the City Council.

7. **Annual Review of the CalPERS Actuarial Valuation Reports and Associated Tasks.** The City staff shall review or cause to be reviewed the annual CalPERS actuarial valuation reports within 30 days of their release by CalPERS, which usually takes place during the month of August. The review should focus on identifying the annual changes to each of the Pension Plans UAL, and quantifying the associated cost implications and the corresponding impact on the Funded Ratio. Staff should annually reach out to the City's CalPERS actuary to request a calculation of flat payments (rather than ramp-up payments) for all outstanding and new UAL amortization bases. In making ADPs, the City staff shall determine or cause to be determined the optimal application of the ADPs to the outstanding UAL amortization bases to achieve the Funding Level Objective as well as desired budgetary outcomes.

8. **ADPs Shared Between All Benefiting City Funds.** Whenever an ADP is made, the City will endeavor to ensure that all benefitting funds (the "Benefiting Funds")

contribute their fair share in accordance with the City's allocation method of charging off its pension costs for each City fund.

B. Establishment and Operation of a Pension Rate Stabilization Fund.

1. ***Establishment of a Pension Rate Stabilization Fund.*** The City shall establish a Pension Rate Stabilization Fund, either self-managed or a Section 115 trust fund managed by a third-party investment manager (the "Investment Manager"). The Pension Rate Stabilization Fund will receive Sequestered Savings (defined below in section B2a) and Sequestered Surplus (defined below in section B2b) as well as any other funds deposited into it at the discretion of the City Council, based on recommendations made by the City staff during the annual budget process. Funds in the Pension Rate Stabilization Fund should only be used to manage the City's pension benefits costs to maintain each of the Pension Plans at the Funding Level Objective in accordance with the goals and objectives set forth in this Policy.

2. ***Funding the Pension Rate Stabilization Fund.***

(a) *Sequestered Savings*. Upon the issuance of any series of Pension Obligations, the City will calculate, or cause to be calculated, the forecasted savings generated through the issuance of Pension Obligations. Of these projected savings, which are the difference between what the City was forecast to owe for CalPERS UAL at the time the Pension Obligations were issued and the debt service of the Pension Obligations, a fixed dollar amount equal to [50%] (or such other percentage as deemed appropriate by the City Council at the time of any issuance of Pension Obligations) of the total savings achieved by issuing Pension Obligations (the "Sequestered Savings"), shall be transferred from the Benefiting Funds (as established in section A8 above) and so long as the Funding Level Percentage has been achieved by all Plans, deposited into the Pension Rate Stabilization Fund on an annual basis until such time that the Pension Rate Stabilization Fund reaches the Pension Rate Stabilization Fund Maximum (as outlined in section B3 below), and thereafter all Sequestered Savings will be directed to a "Pension Obligation Prepayment Fund" which will be established and maintained by the City for the purpose of prepaying any outstanding Pension Obligations.

(b) *Sequestered Surplus*. Each Fiscal Year during the City's normal budget adoption process, beginning with the 2022-23 Fiscal year budget, and for each of the following 9 years, a percent between 0% and 10% of any available surplus from the prior Fiscal Year (the "Sequestered Surplus") shall be set aside, transferred and, assuming that all Pension Plans are at or above the Funding Level Objective, deposited into the Pension Rate Stabilization Fund. If the Funding Level Objective has not been met by any plan, Sequestered Surpluses should first be directed to make ADPs sufficient to achieve the Funding Level Objective.

3. ***Operation of the Pension Rate Stabilization Fund.*** Sequestered Surplus and Sequestered Savings (and any other amounts contributed by the City) shall be

deposited in the Pension Rate Stabilization Fund and used solely for the purpose of making ADP's (and Normal Cost payments during a Fiscal Hardship, and/or to the extent the amount therein exceeds the Pension Rate Stabilization Fund Maximum, as described below) to CalPERS for the purpose of achieving and maintaining Funding Level Objective.

With the goal of achieving and maintaining the Funding Level Objective, each year during the budget cycle, City staff shall calculate, or cause to be calculated, the upcoming Fiscal Year's estimated Funded Ratio by taking into account the most recent Valuation Report's statement of Funded Ratio and adjusting for the estimated UAL amortization base that will be either added or subtracted due to the prior Fiscal Year's investment result of either exceeding or falling short of the then current Discount Rate for that Fiscal Year (the "Estimated Funded Ratio"). If the Estimated Funded Ratio is estimated to be less than the Funding Level Objective, to the extent funds are available in the Pension Rate Stabilization Fund, the appropriate member of staff shall either make, or shall direct the Investment Manger to make, an ADP to CalPERS in the amount necessary to bring the Funded Ratio back up to the Funding Level Objective. Additionally, if sufficient funds are available in the Pension Rate Stabilization Fund, staff shall assess whether to fully amortize any new UAL amortization bases in order to reduce the long-term interest costs associated with the "ramping" procedures used by CalPERS.

Moneys in the Pension Rate Stabilization Fund shall not be used for normal costs until such time as the amount therein, when combined with the Market Value of Assets (as set forth in the most recently published Valuation Report) exceeds the Entry Age Normal Accrued Liability (as set forth in the most recently published Valuation Report) by [110]% (the "Pension Rate Stabilization Fund Maximum"). To the extent monies in the Pension Rate Stabilization Fund on June 31st exceed the Pension Rate Stabilization Fund Maximum (after consideration has been given to the amounts therein required to be paid to CalPERS for the ensuing Fiscal Year to maintain the Estimated Funded Ratio at or above the Funding Level Objective), any accrued surplus over [110]% may be used to offset the City's Normal Cost payment made to CalPERS in such Fiscal Year, and any Sequestered Savings will be directed to the Bond Call Fund.

4. ***Fiscal Hardship*.** In the event of a Fiscal Hardship (as defined below), transfers of Sequestered Savings may be abated and/or the Pension Rate Stabilization Fund may be utilized for either normal or UAL costs until the Fiscal Hardship is no longer in effect.

   "Fiscal Hardship" means an economic hardship, or other unanticipated fiscal emergency, that has been declared by resolution of the City Council.

C. Transparency and Reporting. Funding of the Pension Plans should be transparent to all stakeholders, including plan participants, annuitants, the City Council, and City residents. To achieve this Policy objective, copies of the annual actuarial valuation reports for each Pension Plan

shall be made available to the City Council and shall be posted on the City's website. The City's audited financial statements shall also be posted on the City's website because they include, among other things, information on the City's current and future annual Pension Plan contributions as well as the funded status of each Pension Plan.

D. Annual Budget to Contain Policy Directed Information. The City's annual operating budget shall consider the items specified in this Policy for inclusion in each such annual budget.

E. Review of Policy. Funding a defined benefit pension plan requires a long-term horizon planning approach. This Policy is intended to provide general objectives and guidelines, which will require periodic review to consider changes in the City's financial position and Pension Plan funded status over time. As such, City staff will review the policy for implementation of new best practices and will provide to City Council for adoption on an as needed basis, not to exceed 5 years.

City Council/Successor Agency Meeting **L. 2.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Memorandum of Understanding between the City of Redlands and the University of Redlands for standby paramedic services at university football games for the 2023-2024 school year (Fire Chief Sessler)

MOTION(S):

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

I move to approve the Memorandum of Understanding with the University of Redlands for standby paramedic services during the 2023-2024 school year.

RECOMMENDATION:

Staff recommends the City Council approve a Memorandum of Understanding between the City of Redlands and the University of Redlands for standby paramedic services at all university football games during the 2023-2024 school year.

DISCUSSION:

The University of Redlands has requested standby paramedic services at all football games during the 2023-2024 school year. The Redlands Fire Department has agreed to provide a Medic Squad or All Risk Vehicle, staffed with two personnel, to provide Advanced Life Support paramedic services at five football games during the 2023-2024 school year. The University of Redlands will compensate the City for these services at rates that will reflect the actual and reasonable costs incurred by Fire Department personnel to provide these services. In addition, should there be any playoff games, Fire Department emergency personnel will be available for any additional games.

Staff is seeking City Council approval of a Memorandum of Understanding with the University of Redlands for the standby paramedic services to formalize the partnership between the City and the University.

ALTERNATIVES:

Not approve MOU for the provision of standby paramedic services.

STRATEGIC PLAN:

Priority B - Public Health and Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year:	2023-2024
Revenue Generating:	N
Appropriation Required Y/N:	N

Discussion:

The University of Redlands will compensate the City for the provision of the standby paramedic services for two Fire Department personnel for six hours each game at the rates reflected in Exhibit A of the MOU.

Attachments

MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF REDLANDS AND
THE UNIVERSITY OF REDLANDS
FOR STANDBY PARAMEDIC SERVICES

This Memorandum of Understanding is made and entered into this 5th day of September, 2023 (the Effective Date) by and between the City of Redlands ("City") and the University of Redlands ("University"), who each are sometimes individually referred to herein as a "Party", and collectively, as the "Parties."

RECITALS

WHEREAS, the University has requested that the City enter into this Memorandum of Understanding to allow for the provision of standby paramedic services provided by the Redlands Fire Department to provide first response medical care at five University football games during the 2023-2024 school year; and

WHEREAS, the University agrees to compensate City for the provision of standby emergency services by the Redlands Fire Department at each University football game; and

WHEREAS, the Fire Chief concurs with, and consents to this Memorandum of Understanding;

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

AGREEMENT

1. The Redlands Fire Department shall provide Advanced Life Support (ALS) standby Paramedic services ("Services") at five (5) football games at the University for a duration of six hours each game during the 2023-2024 school year beginning September 16, 2023 through November 11, 2023. The Services shall include the following:

A. Provide ALS (Paramedic) service with a standby crew consisting of a Paramedic Squad or All Risk Vehicle (ARV) staffed by two (2) Redlands Fire Department personnel for ALS medical care at University football games.

B. The standby crew will be present at Ted Runner Stadium, 1200 E Colton Ave, Redlands, CA 92374 he following scheduled dates and times, unless advised differently by the University:

1. September 16, 2023 – 5:00 P.M. to 11:00 P.M.
2. October 7, 2023 - 5:00 P.M. to 11:00 P.M.
3. October 14, 2023 - 5:00 P.M. to 11:00 P.M.
4. October 28, 2023 – 5:00 A.M. to 11:00 P.M.
5. November 11, 2023 - 11:00 A.M. to 5:00 P.M.

C. University shall make a written request to the Fire Chief for additional Services for playoff games which may be scheduled by the University.

2. The University shall compensate the City for the Services at the City rates in Exhibit A which are in effect on the Effective Date of this Memorandum of Understanding. The City rates reflect the actual and reasonable costs incurred by the City in providing the Services.

3. The University will provide the Fire Chief with any additional changes in scheduling, cancellations, reporting location, special instructions or guidelines, and point of contact information.

4. Either party may terminate this Memorandum of Understanding in the event that the Redlands Fire Department could not provide the appropriate staff to provide the services due to a city-wide emergency or a department staffing shortage at any time by giving fourteen (14) days prior written notice of termination to the other Party. All outstanding charges for Services rendered up to the date of termination shall be paid to City on the effective date of termination.

5. City shall hold harmless, defend and indemnify the University, and its officers, board members, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the City's performance under this Memorandum of Understanding, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or injury to or destruction of property, and arises out of or is connected with the performance of the Services by City under this Memorandum of Understanding. Nothing herein shall be interpreted to obligate City to indemnify and defend the University and its officers, board members, employees and agents for the University's sole negligence or willful misconduct.

The University shall hold harmless, defend and indemnify City, and its officers, employees, and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the University's performance under this Memorandum of Understanding, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or injury to or destruction of property, arises out of or is connected with the performance of the of University under this Memorandum of Understanding. Nothing herein shall be interpreted to obligate the University to indemnify and defend the City and its officers, employees, and agents for the City's sole negligence or willful misconduct.

In the event of concurrent negligence, the liability for any and all claims for injuries or damages to persons and/or property which arise out of or relate to this Memorandum of Understanding shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

6. Both Parties shall self-insure or maintain a policy or policies of insurance as set forth below for the term of this Memorandum of Understanding:

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements or certification of self-insured or exemption from the workers' compensation laws of the State of California.

B. Comprehensive General Liability insurance 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.

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 owned vehicles, hired and non-owned vehicles, and employee non-ownership vehicles.

7. The University's Department of Public Safety shall cooperate with the City and its Fire Department in any emergency incidents relating to actions pursuant to the authority provided by this Memorandum of Understanding.

8. In the event any action is commenced to enforce or interpret the terms or conditions of this Memorandum of Understanding, the prevailing party in such action shall be entitled to recover, in addition to its costs and other relief, its reasonable attorneys' fees, including fees for in-house counsel of the respective Parties at rates prevailing in San Bernardino County, California.

9.. This Memorandum of Understanding represents the entire agreement of the Parties hereto as to the matters contained herein, and any prior negotiations, verbal and written agreements with regard to the subject matter hereof between the City and the University are superseded by this Memorandum of Understanding. Any amendment to this Memorandum of Understanding shall be in writing, approved by City and signed by City and University.

CITY OF REDLANDS

_____ Date_____

Eddie Tejeda, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

CONCUR:

_____ Date_____

Rich Sessler, Fire Chief

UNIVERSITY OF REDLANDS

___ Date_____

Donna Eddleman, Dean of Student Affairs
University of Redlands

EXHIBIT A		
SCENARIOS		
	RATE	**6 HRS**
Two FF/PMs		
FF/PM	36.17	217.005
FF/PM	36.17	217.005
	TOTAL:	**$ 434.01**
Engineer & FF/PM		
Fire Engineer	41.79	250.74
FF/PM	36.17	217.01
	TOTAL:	**$ 467.75**
Captain & FF/PM		
Fire Captain	48.12	288.72
FF/PM	36.17	217.01
	TOTAL:	**$ 505.73**

City Council/Successor Agency Meeting **L. 3.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Professional Services Agreement with Tilden-Coil Constructors, Inc., for Master Construction Management Services of the City's new Police Department Safety Hall Facility for an amount not to exceed $3,000,000; approval of an additional appropriation of the same; and determination that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines (Assistant City Manager Boatman)

MOTION(S):

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

1. I move that the City Council find that approval of a Professional Services Agreement with Tilden-Coil Constructors, Inc., for Master Construction Management Services of the City's new Police Department Safety Hall Facility is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines; and

2. I move that the City Council approve the Professional Services Agreement with Tilden-Coil Constructors, Inc., for Master Construction Management Services of the City's new Police Department Safety Hall Facility in an amount not to exceed $3,000,000; and

3. I move that the City Council approve an additional appropriation in the amount of $3,000,000.

RECOMMENDATION:

Staff recommends that the City Council find that approval of a Professional Services Agreement with Tilden-Coil Constructors, Inc., for Master Construction Management Services of the City's new Police Department Safety Hall Facility in an amount not to exceed $3,000,000. is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Staff further recommends that City Council approve the Professional Services Agreement with Tilden-Coil Constructors, Inc., for Master Construction Management Services of the City's new Police Department Safety Hall Facility in an amount not to exceed $3,000,000 and approve an additional appropriation of the same.

DISCUSSION:

In December 2021, the City Council approved a Purchase and Sale Agreement for the acquisition of the property located at 1625 W. Redlands Blvd for the future development of a public safety facility to be utilized by the Redlands Police Department. The Police Department currently occupies two facilities: 30 Cajon Street (Annex) for administrative and support staff and 1270 Park Ave (Corporate Yard) for sworn personnel. This facility will house all of the current Police Department staff, consisting of approximately 90 sworn personnel and 59 support and volunteer staff, while allowing for future growth.

In February 2023, the City Council awarded a contract to Holt Architects, Inc., for the design and construction management of the City's Police Department Safety Hall Facility. In May 2023, staff advertised a Request for Proposal for Master Construction Services (Multiple Prime) for this project. A total of 14 consultants were solicited and eight responsive bids were received. A selection committee reviewed and ranked each organization in accordance with the City's procurement policy. Based on these evaluations, Tilden-Coil Constructors was selected as the most qualified firm, based on their demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services required.

The traditional model for cities to undergo a construction project is referred to as "design-bid-build." That process includes hiring an architect, bidding the project, and awarding a construction contract to a contractor. However, many public agencies are beginning to use a method referred to as construction management/ multiple prime delivery to better manage large projects and mitigate risk. CM Multi-Prime, as it is commonly referred, is a project delivery method in which the professional contractor/ construction manager ("CM") serves as a consultant on a project from inception to completion. The City also

enters into separate construction contracts directly with subcontractors who are managed by the CM.

During the design phase, the contractor collaborates with the architect to ensure that the project is reconstructable and cost estimates are accurate. The CM will also assist the City with bidding the construction contracts and reviewing subcontractor qualifications. During the construction phase, the contractor manages the project and helps ensure timely delivery. “Multi-Prime” refers to the City’s direct contracting with more than one trade contractor as opposed to utilizing a General Contractor to procure trade contractor services. The advantages of this method include access to an independent, construction-based perspective during the design phase; competitive bidding processes; reduced change orders; greater control over schedule; and use of the CM as the City's representative/advocate throughout the construction process. For these reasons, the CM/Multiple Prime approach is recognized and widely used in the public and private sectors as an effective and efficient means of achieving successful delivery of construction projects.

This action includes approval of a professional services agreement and payment is based on time and materials expended, not to exceed $3,000,000. The actual cost will be largely dependent on the project scope which is currently under design. The architect will provide progress updates through staff to the City Council throughout the design process.

The proposed project is exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15061(b)(3). Section 15061(b)(3) applies to those activities where it is seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Approval of the Professional Services Agreement will not result in any physical change to the environment.

ALTERNATIVES:

City Council may elect not to approve the agreement and direct staff accordingly.

STRATEGIC PLAN:

Supports Priority B - Public Health and Safety, Strategic Objective 2 - Complete steps to prepare for construction of a police station.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

PREPARED BY:
Tricia Swope, Manager, Facilities and Community Services

Fiscal Impact

Fiscal Year:	FY 2023-24
Appropriation Required Y/N:	Y
Amount:	$3,000,000
Account No.:	406501 8501

Discussion:

This expense will be offset with a release of the Future Facilities Reserve from the General Fund. The current balance of that reserve is $22,111,486.

Attachments

A. Agreement

B. Additional Appropriation Form

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for Master Construction Management Services ("Agreement") is made and entered in this 5th day of September 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Tilden-Coil Constructors, Inc., a California Corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide and perform services in connection with the preconstruction, bidding, and construction management of the projects in connection with the Redlands Police Department Safety Hall Facility Project as assigned from time-to-time by the City to the Consultant under this Agreement (the "Services. The specific terms and conditions for each task assigned to Consultant as an assigned project ("Assigned Project") will be as set forth in the Task Order Form set forth in the form attached hereto as Exhibit "B", which is attached hereto and incorporated herein by this reference.

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 Construction Management (CM) 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 and as assigned by City in the Task Order Form for the Assigned Project.

2.2 Standard of Performance. Consultant shall at all times faithfully and competently perform the Services in accordance in a manner satisfactory to the City and consistent with the skill and standard of care generally exercised by like professionals under similar circumstances.

2.3 Time of Performance. Consultant shall commence the Services upon receipt of a written notice to proceed from City and shall perform all Services in conformance with the timeline set forth in the Task Order Form for the Assigned Project or as otherwise established by the Parties in writing.

2.4 Personnel. Consultant has, or shall secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services shall be performed by Consultant or under its supervisions, and all personnel engaged in the work shall be qualified to perform such Services.

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

2.6 Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the performance of the Services under this Agreement, including a business license.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Chris Boatman, Assistant City Manager, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the timelines set forth in the Task Order Form for the Assigned Project or as otherwise established by the Parties in writing.

4.2 The Term of this Agreement shall commence on September 6, 2023, and shall terminate sixty (60) months thereafter on September 6, 2028. Notwithstanding expiration of the Term, if at such time, there are remaining Services or Additional Services authorized by City in advance pursuant to Section 5.3 to be performed by the Consultant in connection with an Assigned Project pursuant to a Task Order Form issued prior to expiration of this Agreement, the Consultant shall continue to diligently perform and complete all such remaining Services or authorized Additional Services for the Assigned Project subject to such a Task Order Form; notwithstanding expiration of this Agreement, the City will continue to make payment for the Services and authorized Additional Services performed in connection with an Assigned Project after expiration of this Agreement in accordance with the terms of the Task Order Form for such an Assigned Project.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall be in an amount not to exceed Three Million Dollars ($3,000,000) without written authorization by the City. City shall pay Consultant in accordance with Exhibit "C," titled "Fee Schedule and Hourly Rates" which is attached hereto and incorporated herein by this reference. The compensation due the Consultant for Services for each Assigned Project shall be as set forth in the Task Order Form for each Assigned Project. Payment of the Task Order Contract Price for an Assigned Project will be made by the City in accordance with the terms hereof. The Contract Price includes the fee of the Consultant, and personnel expenses of the Consultant and sub-consultants, inclusive of all benefits and burdens, travel for personnel of the Consultant and sub-consultants to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside and San Bernardino, insurance and other

overhead costs associated with or arising out of performance and completion of Services for an Assigned Project. The Contract Price due the Consultant for an Assigned Project shall be established by mutual agreement of the Consultant and the City, and shall be determined using the following:

1. Consultant Fee. Consultant Fee shall be calculated for each Task Order Form based on the anticipated sum of prime contracts for the Assigned Project at the rates identified in Exhibit C.
2. Preconstruction Labor. A not to exceed budget based upon Consultant's rates listed in Exhibit C shall be included, if applicable, in the Task Order Form for each Assigned Project.
3. General Conditions – A not to exceed budget base upon Consultant's rates listed in Exhibit C and agreed upon reimbursable expenses to support the Assigned Project shall be included in the Task Order Form for each Assigned Project.

5.2 Expenses. City shall reimburse Consultant for those expenses expressly set forth in the Task Order Form for each Assigned Project. Any expenses incurred by Consultant which are not expressly authorized by this Agreement or the Task Order Form will not be reimbursed by City.

5.3 Additional Services. City shall not allow any claims for Additional Services performed by Consultant, unless the City Council or City Representative, as applicable, and the Consultant Representative authorize the Additional Services in writing prior to Consultant's performance of the Additional Services or incurrence of additional expenses. Any Additional Services or expenses authorized by the City Council or City Representative shall be compensated at the rates set forth in Exhibit C, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for Additional Services and expenses in accordance with Section 5 of this Agreement.

5.4 Invoices. The Consultant will submit monthly billings for payment of the Contract Price due under each Task Order Form for an Assigned Project in accordance with the following:

Consultant Fee: Upon commencement of the Construction Phase of the Assigned Project, the CM may invoice the City for twenty five percent (25%) of its Services Fee. The CM shall thereafter invoice the balance of the Services Fee in monthly increments based upon the percent complete of the Assigned Project

Preconstruction and General Conditions: The Consultant's billings shall: (i) identify each member of the Consultant's personnel who performed any Services or authorized Additional Services in the preceding month; (ii) a detailed description of the services, tasks or other activities for each time entry; (iii) time entries shall be in increments of no more than one-half hour; all reimbursable costs identified in the Task Order Form shall be supported by an invoice, receipt or acceptable documentation. If the compensation due the Consultant under a Task Order Form for an Assigned Project is a lump sum fixed price, the Consultant's monthly billings shall be for the portion of the lump sum, fixed price due for the immediately preceding month, as set forth in the Task Order Form for the Assigned Project. If requested by the City, the Consultant shall provide reasonably satisfactory substantiating data for payment requested by the Consultant.

5.5 Payment. City shall pay all undisputed invoice amounts within 30 business days after receipt. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant.

5.6 Audit of Records. Consultant shall make all records, invoices, timecards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

ARTICLE 6 – NOTICES

6.1 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 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:

Dayne Brassard, President & CEO
Tilden-Coil Constructors, Inc.
3612 Mission Inn Ave.
Riverside, CA 92501
Email: dbrassard@tilden-coil.com
Phone: 951-684-5901

ARTICLE 7 – INSURANCE AND INDEMNIFICATION

7.1 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 ($2,000,000) per occurrence and Two Million Dollars ($4,000,000) 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 Two Million Dollars ($2,000,000) 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.

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. This provision 7.1 shall survive termination or expiration of this Agreement.

7.2 Indemnity for Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, indemnify, defend and hold harmless the City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent consultants in the role of City officials ("Indemnitees") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, are claimed to arise out of, pertain to, or relate, in whole or in part, to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, servants, employees, subcontractors, material men, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Indemnitees in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Indemnitees. Notwithstanding, the provisions of this section pertaining to the duty and cost to defend shall not apply where a project-specific general liability policy insures all project participants for general liability exposures on a primary

basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis. This provision 7.2 shall survive termination or expiration of this Agreement.

7.3 Other Indemnities. Other than in the performance of professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages and whether for personal or bodily injury and/or death, property damage, or economic injury (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, Consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith. This provision 7.3 shall survive termination or expiration of this Agreement.

7.4 Subcontractor Indemnification. Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 7 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, Consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. This provision 7.4 shall survive termination or expiration of this Agreement.

ARTICLE 8 – CONFLICTS OF INTEREST

8.1 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.

8.2 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.

8.3 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.

8.4 Independent Contractor.

A. Consultant is and shall at all times remain as to City a wholly independent contractor. Personnel performing the Services on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City, nor any of its officers, employees, or agents shall have control over the conduct of Consultant, or its officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or bind the City in any manner.

B. Consultant expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Consultant shall not be in any way an employee of the City. Consultant shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers compensation and unemployment insurance and that of his/her employees or subcontractors. City

shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

8.5 Responsible Principal(s). Consultant's responsible principal Bryant Ismerio, Project Executive, shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. Designation of another Responsible Principal by Consultant shall not be made without prior written consent of City. City's Responsible Principal shall be Chris Boatman, Assistant City Manager, who shall administer the terms of the Agreement on behalf of City.

Consultant's management and supervision personnel assigned to an Assigned Project shall be identified within the Task Order Form of the Assigned Project.

Consultant shall not substitute any of the above-named individuals without the express written consent of the City.

ARTICLE 9 – GENERAL CONSIDERATIONS

9.1 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents of its indemnification obligations under Section 7 or for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

9.8 Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's reports or plans, or other submittals. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

9.9 Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, the Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

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

9.11 Rules of Construction. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

9.12 Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

9.13 Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. Consultant declares and warrants that no officer or employee of the City will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

9.14 Prevailing Wage and Payroll Records. If this Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code, then Consultant shall comply with the provisions of Exhibit E titled, "Terms for Compliance with California Labor Law Requirements," which is attached hereto and incorporated herein by this reference. Consultant shall indemnify, defend and hold harmless City, and City's elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent consultants for any alleged failure to comply with California Labor Law requirements.

9.15 Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

9.16 Statement of Experience. By executing this Agreement, Consultant represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the

Agreement in a manner satisfactory to City. Consultant represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that Consultant is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public City. The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

9.17 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, the parties have executed this Agreement, to be effective as of September 5, 2023.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

TILDEN-COIL CONSTRUCTORS, INC.

By: _____
Dayne Brassard, President & CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Preconstruction Phase

a. Value Engineering and Constructability. Provide plan review and constructability services with an emphasis on ensuring that the project can be completed within the established schedule and within the available budget. Provide a detailed analysis of all major project systems with an emphasis on possible value engineering items. Provide clash detection review using the Building Information Model provided by the Architect.

b. Detailed Construction CPM Schedule. Produce detailed construction CPM schedule to be incorporated into the project documents including identification of the project critical path.

c. Preliminary and Detailed Estimates. Provide a preliminary construction estimate using like kind construction costs. Upon receipt of plans and specifications, provide a detailed construction estimate showing the values of all major components of the project.

d. Bidding Strategies. Consult with the Architect and City staff regarding bidding strategies with an emphasis upon timing, development of alternates, and bid package scoping.

e. Project Accounting and Management Systems. In concert with City staff, develop the project accounting and budget management systems.

f. General Conditions Document Preparation. The Construction Manger shall ensure that the General Conditions are suitable for the Construction Management Multi-Prime delivery system.

g. Project Scoping. Multiple Prime Construction Management requires that the project be divided into logical categories of work.

h. Bidder Interest. Generate and encourage bidder interest in the project and provide assistance with such issues as bonding, insurance, and prevailing wage compliance.

i. Advertisements. Assist City staff with the placement of both the project legal advertisements and any other pre-bid advertisements.

j. Pre-bid Conferences. In cooperation with City staff conduct pre-bid and site visit meetings with potential bidders.

k. Responses to Bidder Inquiries. Provide coordination of and, when possible, responses to bidder inquiries.

l. Plan and Addenda Distribution. Distribute all plan sets, bid packages, and addenda electronically.

m. Bid Evaluation and Review. Review and evaluate all bids for responsiveness and certify the construction bid results.

n. Contract Documents. Prepare contract packages for City review. Distribute and monitor completion of these contract packages.

o. NOA's and NTP's. Issue Notices of Award (NOA) and Notices to Proceed (NTP) on behalf of the City.

Construction Phase

a. CPM Schedule Maintenance. Maintain a detailed and date specific CPM schedule. Continue to update the CPM construction schedule and distribute to the appropriate parties.

b. Budget Control and Maintenance. Prepare cumulative project budget reports updated regularly with the latest construction cost and soft cost data.

c. Storm Water Pollution Plan. Ensure that Storm Water Pollution Prevention Plan is initiated and maintained.

d. Schedule of Values. Review and reconcile each contractor's schedule of values for each of the activities included in the construction schedule. Incorporate this report into the project standard billing package and use as the basis for all future progress payments during the construction phase.

e. Monthly Billing Procedures. Generate a standard billing process and confirm billing information from the contractors. Review and obtain Inspector and Architect approvals. Forward monthly contractor billing packages to the City.

f. Safety Programs. To the extent required by OSHA or any other public agency, obtain each Contractor's safety programs and monitor their implementation along with any necessary safety meetings. Construction Manager's responsibilities for monitoring of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors.

g. Conduct Pre-Construction Conference. Conduct pre-construction conference for the benefit of the successful contractors. Provide information with regard to reporting procedures and site rules and regulations prior to the start of construction.

h. Project Record Documents. Coordinate and expedite all activities in connection with the contractors' obligation to provide "as-built" documents. Ensure that all as-builts are incorporated into a single set of Project Record Documents.

i. Document Control. Establish and implement procedures for submittals, change orders, and requests for information. Maintain logs, files, and other necessary documentation.

j. Building Information Modeling. Conduct trade coordination meetings with the contractors within the Building Information Model, including incorporation of shop drawings within the model.

k. Shop Drawings & Submittals. Review and monitor the status of shop drawings and related correspondence.

l. Administration of the Construction Contracts. Management and Supervision: Manage, supervise and coordinate all construction activities in accordance with the Construction Documents and project schedule. Provide full-time onsite management of the project as necessary. Ensure that City requirements regarding certified payrolls and subcontractor and material supplier releases are carried out.

m. Change Order Review. Establish and implement a change order processing system that provides review of scope, price, and added contract time.

n. Contractor Claims. Evaluate and mitigate all claims for additional cost or time due to any alleged cause.

o. Project Meetings. Coordinate and attend weekly job-site progress meetings with the City, Architect, Inspector, and Prime Contractors if and when needed.

p. Insurance Certificates. Monitor Prime Contractor insurance certificates for coverages, endorsements, limits, and expiration dates.

q. Relocation. Coordinate the arrival and installation of any City furnished materials and FF&E. Provide coordination schedules for user relocation if needed.

r. User Training. Schedule and document all City training sessions. Arrange for supplementary information where needed. Arrange for manufacturers to conduct training for maintenance and operations staff.

s. Punch lists. Develop punch list of defective work. Create a punch list schedule for completion. Verify completion of punch list items.

t. Submit As-Builts. Review contractual requirements for As-Built Documents and submission procedures.

u. Project Closeout and Warranties. Create Operation and Maintenance Manuals. Compile all contractor turn-over items and deliver to the City. Process and coordinate all post construction project warranty and guarantee claims.

v. Final Lean Releases. Verify requirements in the Construction Documents.

EXHIBIT "B"

TASK ORDER FORM

TASK ORDER FORM #___

This Task Order Form is executed between City of Redlands ("City") and Tilden-Coil Constructors, Inc. ("Consultant") pursuant to the Professional Services Agreement for Master Construction Management Services ("Agreement") between the Consultant and the City dated _____. By this reference, the Agreement is incorporated herein as if set forth in full.

1. **Assigned Project**

   a) [Name]

2. **Construction Management (CM) Project Personnel**. The following personnel of the Consultant are assigned to completion of tasks and services for the foregoing described Assigned Project. Consultant personnel designated for the Assigned Project shall not be modified without the prior consent of the City.

   [List of assigned personnel]

3. **Basic Services.** The Consultant will provide all of the Basic Services set forth in the Agreement, as modified below for the above-described Assigned Project

   [List any modifications to Basic Service Listed in Exhibit A of the Agreement]

4. **Compensation:**

   a) Contract Price.

   The Contract Price under this Task Order Form consists of Three components:

   i. **CM Fee:** The fee of the CM for the Basic Services for the Assigned Project shall be 25% of the final Construction Costs which is currently estimated to be $3,000,000

   ii. **Preconstruction**: Preconstruction shall be reimbursed at billable rates and actual material costs. The not to exceed budget for the preconstruction services is $_____. The Preconstruction budget is based upon the timelines identified in Attachment No.1 to this Task Order Form.

   iii. **General Conditions:** Consultant shall provide the General Conditions for the Project. General Conditions of the Project are defined as costs associated with project start-up, managing and supervising contractors and related support activities which must be in place to support the execution of the Project. These support activities include but are not limited to construction supervision, management, CPM construction scheduling, building

information modeling, safety measures, final clean up, recycling, temporary facilities and fencing, dust control, temporary utilities, surveying, weather protection, QSP reporting and other costs identified Attachment No.2 to this Task Order Form.

General Conditions shall be reimbursed at billable rates and actual material costs. The estimated General Conditions budget for the Project is _____. The General Conditions estimate is based upon the timelines identified Attachment No.1 to this Task Order Form. The schedule of values for General Conditions is attached hereto as Attachment No. 2.

Dated: _____

[CITY]

By: _____

Title: _____

[CONSULTANT]

By: _____

Title: _____

EXHIBIT "C"

FEE SCHEDULE & HOURLY RATES

CM Fee

The Construction Management fee will be based upon the size of the construction project assigned to Tilden-Coil based upon the table below. The Construction Management fee shall be multiplied by the final sum of prime contracts (construction costs) for the assigned project.

Construction Costs	CM Fee
Projects greater than $60,000,000	3.85%
Projects between $30,000,000 and $60,000,000	4.00%
Projects between $15,000,001 and $30,000,000	4.50%
Projects between $5,000,001 and $15,000,000	5.00%
Projects less than $5,000,000	5.75%

CM Labor and General Conditions

Billable hourly rates shall be utilized to develop a project specific preconstruction services budget and general conditions budget during construction. Rates attached include escalation through 2024 and shall be subject to adjustment annually in alignment with the consumer price index for the area should the final schedule go beyond 2024 based upon City phasing requirements.

A general conditions budget will be established with the City and any temporary services the City wishes Tilden-Coil to provide within the general conditions (e.g. temp fencing, toilets etc.) shall be provided without markup on a reimbursable basis.

Position	Hourly Rate
Project Executive	$170
Production Director	$170
Safety Officer	$126
Sr. Project Manager	$146
Sr. Superintendent	$142
Project Manager	$126
Assistant Project Manager	$117
Superintendent	$126
Area/Assistant Superintendent	$115
Sr. Project Engineer	$144
Project Engineer	$159
Scheduler	$137
BIM Manager	$123
BIM Specialist	$137
BIM Technician	$124
Survey	$113
Preconstruction Manager	$98
Estimator	$96
Preconstruction Coordinator	$58
Labor Compliance Coordinator	$65
Accountant	$98
Sr. Project Administrator	$72
Project Administrator	$64
Project Engineer Intern	$39
Field Labor	$94

EXHIBIT "D"

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require 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 of this contract."

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified

prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

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.

TILDEN-COIL CONSTRUCTORS, INC.

By:_____ Date: _____
Dayne Brassard, President & CEO

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 9/5/23

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Facilities & Community Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Safety/City Hall Replacement Fund	406501	8501		$ 3,000,000.00
				$ $ 3,000,000.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ $ 0.00

JUSTIFICATION: Multi Prime Construction Managment for Safety Hall Facility

This expense will be offset from a release of the Future Facilities reserve of the General Fund.

City Council meeting date September 5,2023

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/Successor Agency Meeting **L. 4.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an award of construction contract for the California Street Landfill Gas Extraction Wells Phase 2 & 3 to BSE General Engineering Inc, in the amount of $423,726.47; and determination that the project is not subject to further environmental review pursuant to Section 15162 of the State's guidelines implementing the California Environmental 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 to determine that the award of a construction contract to BSE General Engineering, Inc., for the California Street Landfill Gas Extraction Wells Installation for Phase 2 & 3, and is not subject to further environmental review pursuant to Section 15162 of the State's guidelines implementing the California Environmental Act; and

2. I move that the City Council approve a construction contract with BSE General Engineering, Inc. for the California Street Landfill Gas Extraction Wells Installation for Phase 2 &3 for an amount of $423,726.47.

RECOMMENDATION:

Staff recommends that the City Council determine that approval of the construction contract to BSE General Engineering, Inc. for the California Street Landfill Gas Extraction Wells Installation for Phase 2 & 3 is exempt from further environmental review pursuant to Section 15162 of the state's guidelines implementing the California Environmental Quality Act (CEQA) and award a construction contract to BSE General Engineering, Inc. for the California Street Landfill Gas Extraction Wells Installation for Phase 2 & 3in an amount of $423,726.47.

DISCUSSION:

The California Street Landfill is required by Federal, State, and County agencies to remain in compliance with the regulatory requirements associated with the daily operations, monitoring, routine gas flare emissions, as well as reporting of the landfill gas extraction systems and other reporting requirements. Landfill gas emissions are typical at any landfill. Landfill gas is a combination of methane, carbon dioxide, and other trace gases from the natural decomposition of landfill waste.

Phase 2 & 3 of the landfill expansion areas have reached maximum waste placement, which means higher concentration gas levels are expected to quickly increase. To remain within compliance, additional wellheads must be installed to mitigate gas control. The proposed soil vapor extraction wells (SVE's) will extract additional gas and are necessary to remain in compliance. The California Street Landfill Gas Extraction Wells for Phase 2 & 3 will be constructed according to the plans and specifications, and according to a construction quality assurance (CQA) report. The construction period for this project is one hundred twenty (120) calendar days.

In accordance with the City's procurement policy, staff issued a Request for Bid for the California Street Landfill Gas Extraction Wells Phase 2 & 3 project. On July 13, 2023, the City Clerk's office received and opened 2 bids. Staff evaluated the bids for conformance with the bid specifications and the purchasing guidelines. BSE General Engineering, Inc., met all bidding requirements and was deemed the apparent lowest responsive and responsible bidder. Therefore, it is recommended to award the construction contract to BSE General Engineering, Inc. in the amount of $423,726.47.

Vendor Name	Bid Amount
BSE General Engineering, Inc.	$423,726.47
LFG Engineering	$571,385.95

The Project is consistent with the previously-adopted Environmental Impact Report, May 2022. Section 15162 of the CEQA guidelines states that no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, that it meets certain criteria. Staff analyzed the project in accordance with CEQA and determined that it does not require a subsequent EIR based on the following:

1. There are no substantial changes proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
2. No changes have occurred with respect to the circumstances under which

the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

3. There is no new information of substantial importance that was not known and could not have been known at the time the previous environmental documents were adopted that would result in a significant change. The previously adopted EIR analyzed and addressed any potentially significant impacts that would result from the project.

Therefore, the previously adopted environmental documents are sufficient for the California Street Landfill Gas Extraction Wells Phase 2 & 3 project and pursuant to State CEQA Guidelines Section 15162, which identifies the requirements for which subsequent analysis is required, no further environmental review is necessary.

ALTERNATIVES:

City Council may elect not to approve the construction contract and provide alternate direction to staff.

STRATEGIC PLAN:

Supports Priority D- Infrastructure.

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
Chris 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:	Yes
Appropriation Required Y/N:	N
Amount:	423,726.47
Budgeted Y/N:	Y
Account No.:	511910-8501

Discussion:

Sufficient funding for this project is included in the Solid Waste Division's project budget for fiscal year 2023-2024 as approved by City Council.

Attachments

A. BSE General Engineering, Inc. Contract

B. Bid Opening Report

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 5th day of September 2023, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and BSE General Engineering, Inc. (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: California Street Landfill Gas Extraction Wells Phase 2 & 3, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's California Street Landfill Gas Extraction Wells Phase 2 & 3 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of four hundred twenty-three thousand seven hundred and twenty-six dollars and forty-three cents ($423,726.43) 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 and twenty (120) calendar days 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 consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy-five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

BSE General Engineering, Inc.
Name of Contractor

By: _____
Terri Sonn, Chief Financial Officer

_____
Signature of Authorized Agent (if necessary)

_____
Title

_361295_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities and Community Services Department
FCS06072023NA_
California Street Landfill Gas_
Extraction Wells Phase 2 & 3_

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 _____, 2023.

BSE General Engineering Inc.

_____
Terri Sonn, Chief Financial Officer

(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 BSE General Engineering, Inc. (hereinafter designated as "Principal") have entered into an agreement dated September 5, 2023 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as California Street Landfill Gas Extraction Wells Phase 2 &3 FCS06072023NA 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 _____, 2023.

(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 BSE General Engineering, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated September 5, 2023, and identified as California Street Landfill Gas Extraction Wells Phase 2 &3 FCS06072023NA is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commending 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 _____, 2023.

(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 **13th day of July 2023 at 11:30 a.m.** on behalf of the Facilities and Community Services Department for **The California Street Landfill Gas Extraction Wells Phase 2 & 3 – FCS06072023NA**. 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	Total Bid Amount
1	BSE General Engineering, Descanso CA	Yes	Yes	2 acknowledged	$423,726.43
2	LFG Engineering, Yorba Linda CA	Yes	Yes	2 acknowledged	$571,385.95

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Nathalie Ayala

City Council/Successor Agency Meeting **L. 5.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Public Works Construction Contract with Harbor Coating and Restoration for the Mission Zanja Channel Improvements Project, Project No. 405003 for an amount not-to-exceed $381,799; and determination that the Project is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council determine approval of the Construction Contract and construction of the Mission Zanja Channel Improvements 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 Mission Zanja Channel Improvements Project Plans and Specifications, and award a Construction Contract to Harbor Coating and Restoration for an amount not-to-exceed $381,799.

RECOMMENDATION:

Staff recommends City Council determine approval of a Construction Contract and construction of the Mission Zanja Channel Improvements Project are categorically exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approve the Mission Zanja Channel Improvements Project Plans and Specifications, and award the Construction Contract to Harbor Coating and Restoration for an amount not-to-exceed $381,799.

DISCUSSION:

In March 2021, City Council approved a Professional Service Agreement with Carollo Engineers, Inc. (Carollo) to assess portions of the Mission Zanja Channel (MZC) between Texas Street and Eureka Street. Carollo determined that the MZC is structurally sound and recommended only minor maintenance to extend the service life of the channel. One such recommendation is to repair interior surface cracks and voids prior to completely coating the interior of the channel with an epoxy or resin sealant.

Staff prepared plans and specifications for this maintenance project, which includes cleaning and preparing the interior channel surface, removing material and debris as necessary to complete the work, spot repairing concrete, and applying the sealant to the channel walls and ceiling. A bid notice was issued for the Project and the City Clerk's office received and opened the following four (4) bids on July 13, 2023.

Bidder Summary Report	
Bidder	**Bid Amount**
1. Harbor Coating and Restoration, Orange, CA	* $381,799
2. Aneen Construction, Riverside, CA	$390,196
3. Applied Restoration, Inc., El Cajon, CA	* $430,527
4. Canyon Springs Enterprises, Temecula, CA	$1,539,349

*An arithmetic error was discovered in the bid proposal. The total bid amount was corrected and highlighted in the attached bid analysis to identify arithmetic errors. The errors did not affect ranking.

Staff reviewed each bid and determined Harbor Coating and Restoration submitted the lowest responsive and responsible bid. Staff recommends awarding a Construction Contract to Harbor Coating and Restoration, for an amount not-to-exceed $381,799.

The Project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act as this project involves the restoration of an existing channel.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

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

PREPARED BY:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Fiscal Year:	FY 23/24
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	405400

Discussion:

There is no fiscal impact associated with this action. The construction cost for this project is included in the FY 23/24 MUED budget.

Attachments

A. Harbor Coating Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. MZC Project Plans
F. MZC Project Specifications

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 5th day of September, 2023, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Harbor Coating and Restoration, Inc. (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: **MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT, PROJECT No. 405003** (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of three hundred eighty one thousand seven hundred ninety nine dollars ($381,799) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within sixty (60) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars/cents ($500) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public

Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_Harbor Coating and Restoration, Inc.___
Name of Contractor

By:_____
Signature of Authorized Agent

Mahmoud Merzi, Owner_____
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
MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT
PROJECT No. 405003

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 _____, 2023.

Mahmoud Merzi____ _____
(Contractor)

_____
(Signature)

Owner_____ _____
(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 Harbor Coating and Restoration, Inc. (hereinafter designated as "Principal") have entered into an agreement dated September 5, 2023 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT, PROJECT No. 405003 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 three hundred eighty one thousand seven hundred ninety nine dollars ($381,799) 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 _____, 2023.

(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 Harbor Coating and Restoration, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated September 5, 2023, and identified as MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT, PROJECT No. 405003 is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commending 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 three hundred eighty one thousand seven hundred ninety nine dollars ($381,799) 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 _____, 2023.

(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 **13th day of July 2023 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **Mission Zanja Channel Improvements Project – Project No. 405003**. 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	Harbor Coating and Vest, Orange CA	Yes	Yes	N/A	$ 383,099.00
2	Aneen Construction, Riverside CA	Yes	Yes	N/A	$ 390,196.00
3	Applied Restoration, Inc., El Cajon CA	Yes	Yes	N/A	$ 454,420.00
4	Canyon Springs Enterprises, Temecula CA	Yes	Yes	N/A	$1,539,349.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Gerard Nepomuceno

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

ATTACHMENT "C"

PROJECT No.: 405003 — Bid Date: 7/13/23
Mission Zanja Channel Improvements Project — Estimated Start Date: 9/6/23

Item No.	Bid Item	Qty	Unit	Harbor Coating and Restoration		Aneen Construction, Inc.	
				Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Max. 5% of Total Bid)	1	LS	$16,000.00	$16,000.00	$30,000.00	$30,000.00
2	Erosion Control Plan	1	LS	$20,000.00	$20,000.00	$30,000.00	$30,000.00
3	Clearing and Grubbing	1	LS	$10,000.00	$10,000.00	$30,000.00	$30,000.00
4	Epoxy Coating - Trapezoidal	12,285	SF	$9.00	$110,565.00	$8.00	$98,280.00
5	Epoxy Coating - Arched and Semi-Circular	11,016	SF	$9.00	$99,144.00	$8.00	$88,128.00
6	Concrete Ceiling/Wall Repair	1,165	SF	$50.00	$58,250.00	$28.00	$32,620.00
7	Concrete Floor Repair	1,381	SF	$40.00	$55,240.00	$28.00	$38,668.00
8	Clean Fill and Grout SD Laterals	13	EA	$200.00	$2,600.00	$2,500.00	$32,500.00
9	Demobilization	1	1.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
	Additions/Deductions						
	Total Bid Price				**$381,799.00**		**$390,196.00**

Multiplication error on Bid Item 8. Total is corrected per item unit price.

License Status	Active	Active
Sub's License Status	N/A	N/A
Submitted Entire Bid Submittal Package	Yes	Yes
Bid Bond Company	Developers Surety and Indemnity Company	The Gray Casualty & Surety Company
Submitted Sub's Qualification Statement	N/A	N/A
DIR Status	Active	Active
Error in bid	Yes	No

Item No.	Bid Item	Qty	Unit	Applied Restoration, Inc.		Canyon Spring Enterprises	
				Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Max. 5% of Total Bid)	1	LS	$21,412.00	$21,412.00	$75,000.00	$75,000.00
2	Erosion Control Plan	1	LS	$14,000.00	$14,000.00	$145,000.00	$145,000.00
3	Clearing and Grubbing	1	LS	$4,000.00	$4,000.00	$25,000.00	$25,000.00
4	Epoxy Coating - Trapezoidal	12,285	SF	$7.00	$85,995.00	$29.00	$356,265.00
5	Epoxy Coating - Arched and Semi-Circular	11,016	SF	$7.00	$77,112.00	$29.00	$319,464.00
6	Concrete Ceiling/Wall Repair	1,165	SF	$150.00	$174,750.00	$220.00	$256,300.00
7	Concrete Floor Repair	1,381	SF	$18.00	$24,858.00	$220.00	$303,820.00
8	Clean Fill and Grout SD Laterals	13	EA	$1,800.00	$23,400.00	$4,000.00	$52,000.00
9	Demobilization	1	1.00	$5,000.00	$5,000.00	$6,500.00	$6,500.00
	Additions/Deductions						
	Total Bid Price				**$430,527.00**		**$1,539,349.00**

Multiplication error on Bid Items 4 and 5. Total is corrected per item unit price.

License Status	Active	Active
Sub's License Status	N/A	Active
Submitted Entire Bid Submittal Package	Yes	Yes
Bid Bond Company	Developers Surety and Indemnity Company	Arch Insurance Company
Submitted Sub's Qualification Statement	N/A	Yes
DIR Status	Active	Active
Error in bid	Yes	No



MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT
PROJECT NO. 405003
LOCATION MAP

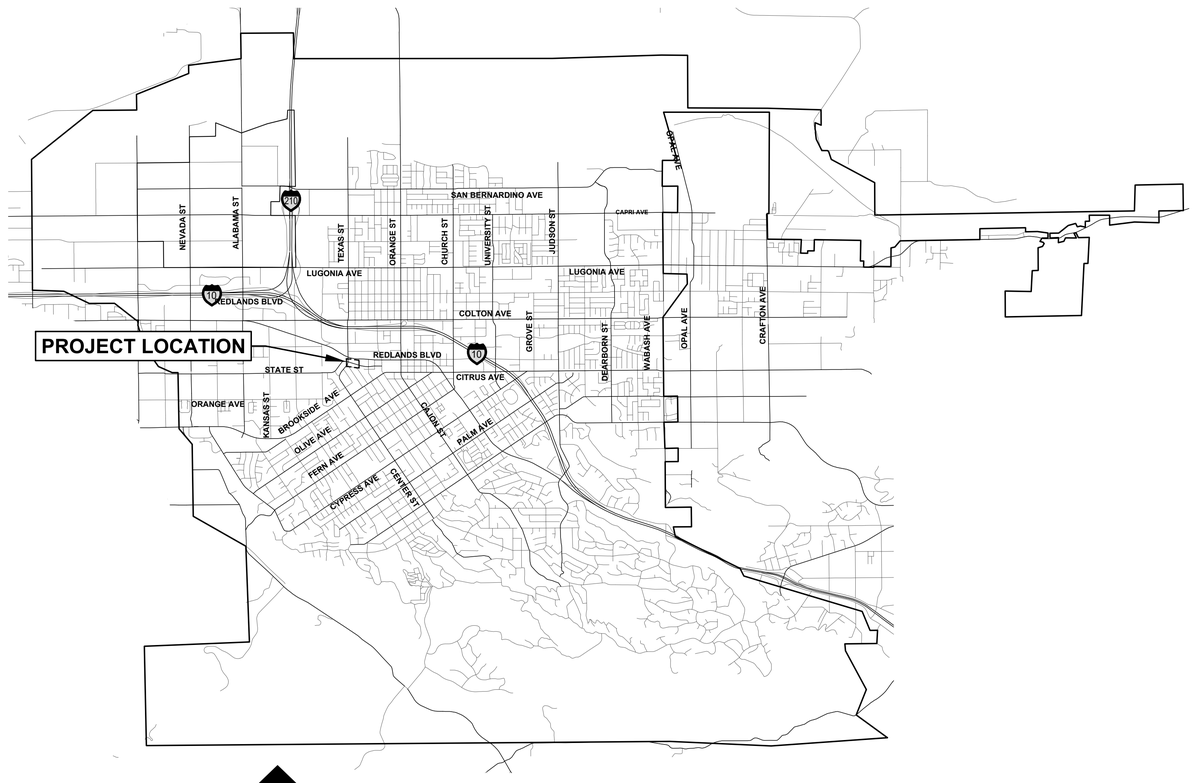
City of REDLANDS "A City That Works"

CONSTRUCTION PLANS FOR
CITY OF REDLANDS

MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT

PROJECT No. 405003

JUNE 2023



NORTH

VICINITY MAP
NTS

LINE IS 2 INCHES
AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET & VICINITY MAP
2	MISSION ZANJA CHANNEL IMPROVEMENTS PLAN
3	CHANNEL STRUCTURE DIMENSIONS
4	ARCHED CHANNEL REPAIR AND PREPARATION
5	SEMI–CIRCULAR CHANNEL REPAIR AND PREPARATION
6	TRAPEZOIDAL CHANNEL REPAIR AND PREPARATION

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

BENCHMARK

NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT
PROJECT No. 405003

TITLE SHEET & VICINITY MAP

Designed by: _____
Date: _____
Checked by: _____
Date: _____
Drawn by: _____
Date: _____
Checked by: _____
Date: _____

Reviewed By:
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By:
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 1 of 6 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

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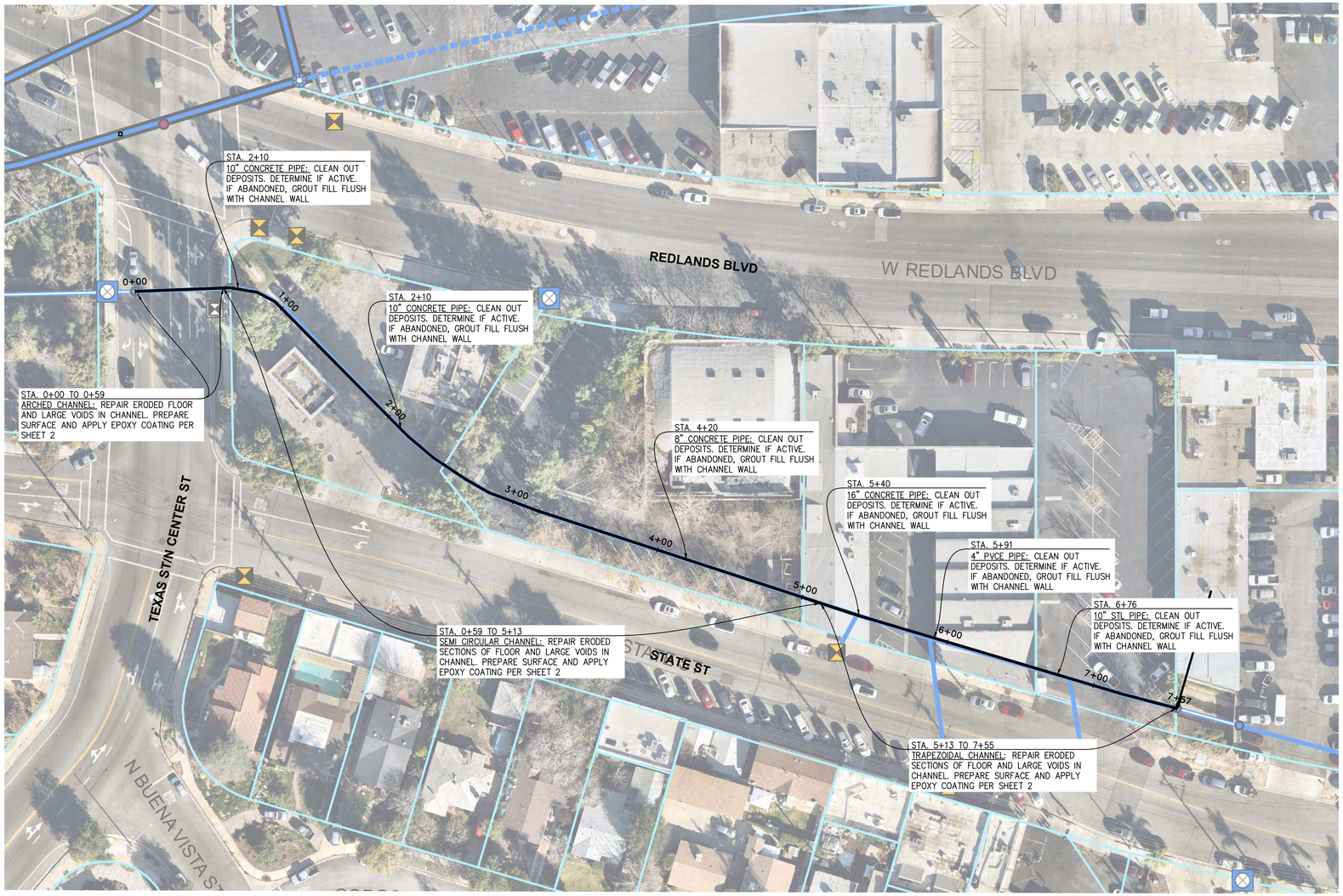
C:\Esri\Opengeo\Zanja Projects\Vector Shape Data\ PROJECTS\Mission Zanja Channel Improvements\@ DESIGN\F-2421.dwg | Plotted: 6/7/2023

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE STARTING WORK AND IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
2. THE CONTRACTOR SHALL AT ALL TIMES COMPLY WITH ALL OSHA AND CALOSHA SAFETY REGULATIONS, INCLUDING ENTRY INTO CONFINED SPACE. ALL WORKERS INVOLVED WITH THE IMPROVEMENTS ON THESE PLANS AND SPECIFICATIONS SHALL BE PROPERLY TRAINED AND CURRENTLY CERTIFIED FOR WORKING IN CONFINED SPACES, AND SHALL HAVE PROOF OF CERTIFICATION AVAILABLE AT THE JOB SITE AT ALL TIMES.
3. SIMILAR WORK: WHERE DETAILS ARE NOT SPECIFICALLY SHOWN OR NOTED FOR ANY PART OF THE WORK, DETAIL PROVIDED FOR SIMILAR WORK SHALL APPLY.
4. THE CONTRACTOR SHALL SUBMIT PRODUCT DATA AND SHOP DRAWINGS TO THE ENGINEER FOR REVIEW OF THE FOLLOWING:
   - CONCRETE REPAIR MATERIAL
   - EPOXY COATING
5. ALL PRODUCTS SPECIFIED MAY HAVE APPROVED EQUALS SUBJECT TO SUBMITTAL REVIEW AND CITY APPROVAL.
6. THE REPAIR SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE PROCEDURES, METHODS, OR SEQUENCE OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BRACING AND SHORING TO SAFELY EXECUTE THE WORK. ANY BRACING AND SHORING SHALL BE DESIGNED BY A LICENSED CIVIL OR STRUCTURAL ENGINEER LICENSED IN THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY REGULATIONS AND HEALTH STANDARDS.
7. THE CONTRACTOR SHALL ADHERE TO THE BEST MANAGEMENT PRACTICES (BMP) FOR STORMWATER POLLUTION PREVENTION AS SET FORTH IN THE "CALIFORNIA STORMWATER BMP HANDBOOK", LATEST EDITION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY BRACING/SHORING OF THE REPAIR SECTION THROUGHOUT THE COURSE OF THE WORK AS REQUIRED.
9. ACCESS AND SEQUENCING OF WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
10. ALL FORMWORK INSTALLED WITHIN THE PROJECT MUST REMAIN IN PLACE FOR A MINIMUM OF 7 DAYS FROM WHEN THE CONCRETE IS PLACED.

CONCRETE REPAIR AND EPOXY COATING NOTES

1. PRIOR TO THE START OF CONCRETE REPAIR & EPOXY COATING WORK CONTRACTOR SHALL INSPECT CHANNEL, LOG AND IDENTIFY ALL PROPOSED AREAS OF REPAIR. THE CITY MUST APPROVE ALL AREAS OF CONCRETE REPAIR PRIOR TO THE START OF REPAIR WORK.
2. IN ORDER FOR AREAS OF REPAIR/EPOXY COATING TO BE APPROVED FOR PAYMENT, CONTRACTOR SHALL PHOTO DOCUMENT AND SUBMIT TO THE CITY THE AREAS OF REPAIR WITH A 3 STEP PROCESS:
   1. PHOTOGRAPH THE REPAIR AREA WITH DIMENSIONS PRIOR TO BEGINNING WORK;
   2. PHOTOGRAPH THE REPAIR AREA WITH DIMENSIONS FOLLOWING PREP/CLEANING WORK BUT PRIOR TO APPLICATION OF REPAIR PRODUCT; AND
   3. PHOTOGRAPH THE REPAIR AREA WITH DIMENSIONS FOLLOWING COMPLETION OF THE REPAIR.
3. AREAS TO BE REPAIRED SHALL BE CLEAN, SOUND, AND FREE OF CONTAMINANTS. REMOVE ALL LOOSE AND DETERIORATED CONCRETE BACK TO SOUND CONCRETE BY HIGH PRESSURE WATER BLAST OR OTHER MECHANICAL MEANS ACCEPTABLE TO THE ENGINEER AND AS DIRECTED IN THE INTERNATIONAL CONCRETE REPAIR INSTITUTE (ICRI) TECHNICAL GUIDELINE NO. 310.2.
4. SOUND CONCRETE SHALL BE CONSIDERED AS CONCRETE WHERE AGGREGATE CAN NO LONGER BE REMOVED WITHOUT BEING BROKEN.
5. SAWCUT THE PERIMETER OF THE REPAIR AREA TO A MINIMUM DEPTH OF 1/2-INCH. HOWEVER, DO NOT SAWCUT EXISTING REINFORCING STEEL.
6. WHERE UNSOUND CONCRETE IS IDENTIFIED BEYOND THE EXTENTS INDICATED, NOTIFY THE ENGINEER PRIOR TO COMMENCEMENT OF THE WORK.
7. WHERE THE DIAMETER OF A REINFORCING BAR IS MORE THAN HALF EXPOSED, REMOVE ADDITIONAL CONCRETE TO FULLY EXPOSE THE REINFORCING BAR. FULL EXPOSURE OF THE REINFORCING BAR SHALL REQUIRE A MINIMUM OF 1-INCH OF CLEARANCE BETWEEN THE REINFORCING BAR AND REMAINING CONCRETE THAT IS EXPOSED. DO NOT DAMAGE THE EXISTING REINFORCING STEEL DURING CONCRETE REMOVAL. DAMAGED REINFORCING BARS SHALL BR SUBJECT TO ADDITIONAL REPAIR PROCEDURES.
8. EXPOSED REINFORCING BARS SHALL BE FULLY CLEANED OF ALL CONCRETE, RUST, DIRT, OIL, AND OTHER CONTAMINANTS AND COATED WITH 2 COATS OF SIKA ARMATEC 110 EPOCEM.
9. EXPOSED REINFORCING BARS THAT SHOW SIGNS OF CORROSION SHALL BE FULLY EXPOSED AS DEFINED IN NOTE #5 ABOVE PRIOR TO CONCRETE REPAIR.
10. PREPARE THE SURFACES TO RECEIVE CONCRETE REPAIR MATERIAL TO OBTAIN A MINIMUM SURFACE PROFILE OF 1/16-INCH (CSP-5).
11. SATURATE THE EXPOSED SURFACE WITH CLEAN WATER. JUST PRIOR TO APPLICATION OF THE CONCRETE REPAIR MATERIAL, THE REPAIR SURFACE SHALL BE SATURATED SURFACE DRY WITH NO STANDING WATER DURING APPLICATION.
12. PRIME THE REPAIR SURFACE WITH A SCRUB COAT OF SIKAQUICK VOH JUST PRIOR TO APPLICATION OF THE CONCRETE REPAIR MATERIAL.
13. THE CONCRETE REPAIR MATERIAL SHALL BE SIKAQUICK VOH AND SHALL BE APPLIED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PRODUCT INSTRUCTIONS. APPLY THE CONCRETE REPAIR MATERIAL BY HAND IN LIFTS THAT DO NOT EXCEED 1.5 INCHES. SCORE THE SURFACE OF EACH LIFT PRIOR TO APPLICATION OF SUBSEQUENT LIFT.
14. THE EPOXY COATING MATERIAL SHALL BE WARREN ENVIRONMENTAL 301-14 OR APPROVED EQUAL AND SHALL BE APPLIED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PRODUCT INSTRUCTIONS.
15. FINISH THE SURFACE OF THE CONCRETE REPAIR MATERIAL TO MATCH EXISTING.
16. APPLY A CURING COMPOUND TO THE SURFACE OF THE CONCRETE REPAIR MATERIAL AND CURE IN ACCORDANCE WITH ACI 308.1. THE CURING COMPOUND SHALL BE KURE 200W BY BASF OR EQUIVALENT AND SHALL BE IN COMPLIANCE WITH ASTM C 309.
17. ALL DEBRIS FROM REMOVAL OF DETERIORATED CONCRETE SHALL BE DISPOSED OF AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR ALL ASSOCIATED FEES AND EXPENSES.
18. DO NOT PLACE CONCRETE REPAIR MATERIAL WHEN THE SURFACE OR AMBIENT TEMPERATURE IS BELOW 45 DEGREES FAHRENHEIT AND FALLING.
19. THE CONTRACTOR SHALL REPAIR ANY DAMAGE THAT RESULTS FROM PERFORMING THE REPAIR WORK.
20. MONETARY COMPENSATION MAYBE WITHHELD FOR INDIVIDUAL WORK AS SHOWN ABOVE, IF THE REQUIREMENTS FOR APPLICATION ARE NOT STRONGLY ADHERED TO.



MISSION ZANJA CHANNEL IMPROVEMENTS PLAN

SCALE: 1"=40'

N

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

ABBREVIATIONS

ACI	AMERICAN CONCRETE INSTITUTE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIAL
BMP	BEST MANAGEMENT PRACTICES
CFRP	CARBON FIBER REINFORCED POLYMER
CSP	CONCRETE SURFACE PROFILE
OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
SPPWC	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION
SSPWC	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION
VOH	VERTICAL OVERHEAD REPAIR MORTAR

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BENCHMARK
NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT
PROJECT No. 405003
IMPROVEMENT PLAN

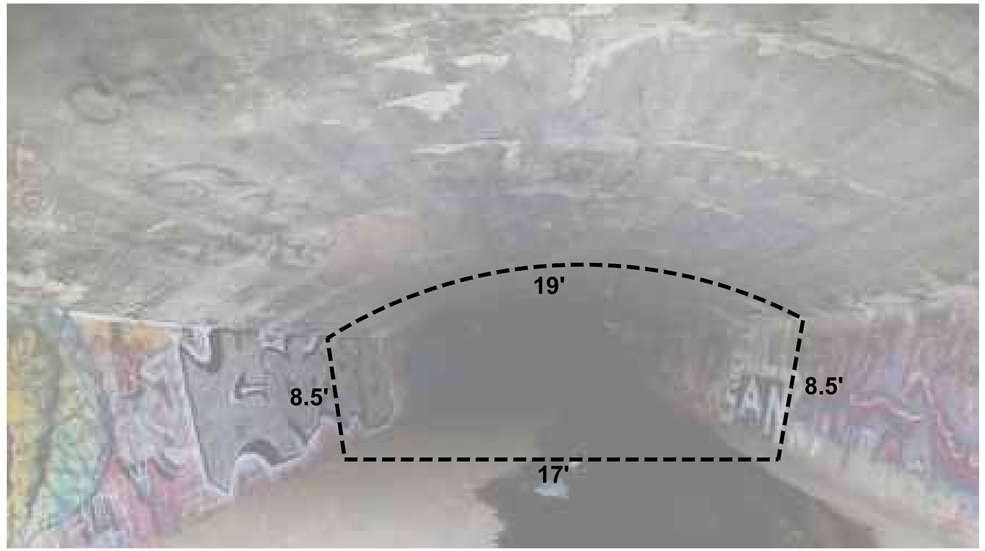
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Checked by: _____ Date: _____
Drawn by: _____ Date: _____
Checked by: _____ Date: _____

Reviewed By: _____
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: _____
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 2 of 6 Sheets
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Vert. AS SHOWN

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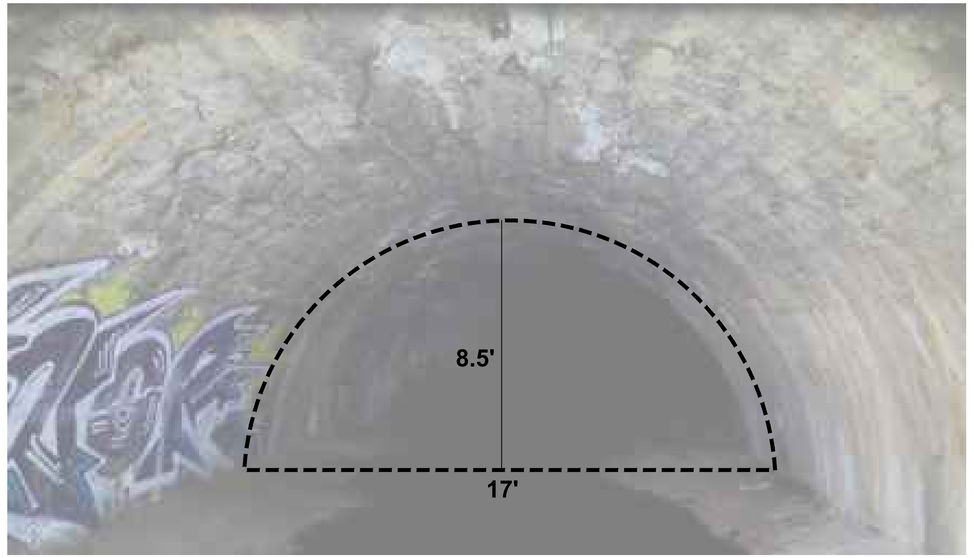
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ARCHED CHANNEL STA. 0+00 TO 0+59

N.T.S

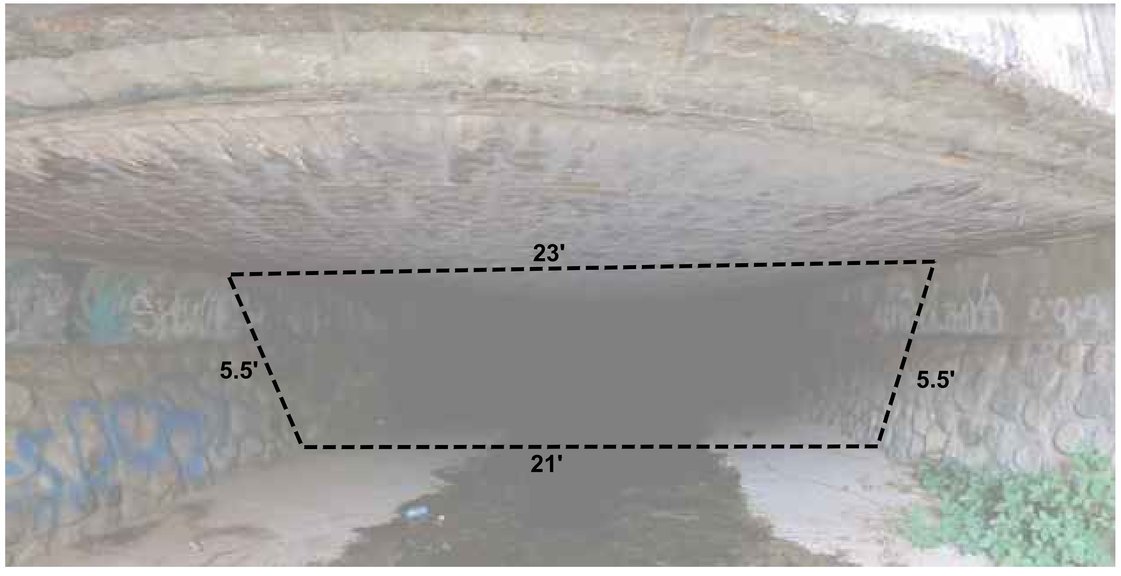
NOTE: THE ARCHED SECTION OF THE CHANNEL IS CONCRETE. VOIDS SHALL BE GROUTED, SURFACES SHALL BE CLEANED AND BLASTED PER MANUFACTURERS SPECIFICATIONS PRIOR TO APPLICATION OF EPOXY COATING.



SEMI-CIRCULAR CHANNEL STA. 0+59 TO 5+12

N.T.S

NOTE: SEMI-CIRCULAR SECTION OF THE CHANNEL IS CONCRETE. ALL VOIDS SHALL BE GROUTED, SURFACES SHALL BE CLEANED AND BLASTED PER MANUFACTURERS SPECIFICATIONS PRIOR TO APPLICATION OF EPOXY COATING.



TRAPEZOIDAL CHANNEL STA. 5+12 TO 7+55

N.T.S.

NOTE: THE CEILING OF THE TRAPEZOIDAL SECTION OF THE CHANNEL CONSISTS OF WOOD SLATS AND STEEL SUPPORTS. WOOD SLATS SHALL BE REMOVED AND EXPOSED STEEL SURFACES SHALL BE CLEANED, BLASTED, AND PREPARED PER MANUFACTURERS SPECIFICATIONS PRIOR TO APPLICATION OF EPOXY COATING.

CONSTRUCTION NOTES

		QUANTITIES
1	PREPARE SEMI-CIRCULAR AND ARCHED CHANNEL SURFACE PER SHEETS 4 AND 5, AND MANUFACTURERS SPECIFICATIONS. APPLY EPOXY COATING TO CHANNEL PER MANUFACTURERS SPECIFICATIONS.	12,285 SF
2	PREPARE TRAPEZOIDAL CHANNEL SURFACE PER SHEET 6, AND MANUFACTURERS SPECIFICATIONS. APPLY EPOXY COATING TO CHANNEL PER MANUFACTURERS SPECIFICATIONS.	11,016 SF
3	REPAIR CHANNEL WALLS/CEILING WITH SIKAQUICK VOH PER "CONCRETE REPAIR NOTES" ON SHEET 2	1,165 SF
4	REPAIR CHANNEL FLOOR WITH 560-C-3250 CONCRETE PER SPECIFICATIONS	1,381 SF
5	CLEAN DEBRIS FROM STORM DRAIN LATERAL, FILL AND GROUT FLUSH WITH CHANNEL WALL	13 EA

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BENCHMARK

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Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
EDGARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT
PROJECT No. 405003

CHANNEL STRUCTURE DIMENSIONS

Designed by: _____ Date: _____
Checked by: _____ Date: _____
Drawn by: _____ Date: _____
Checked by: _____ Date: _____

Reviewed By: _____
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: _____
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

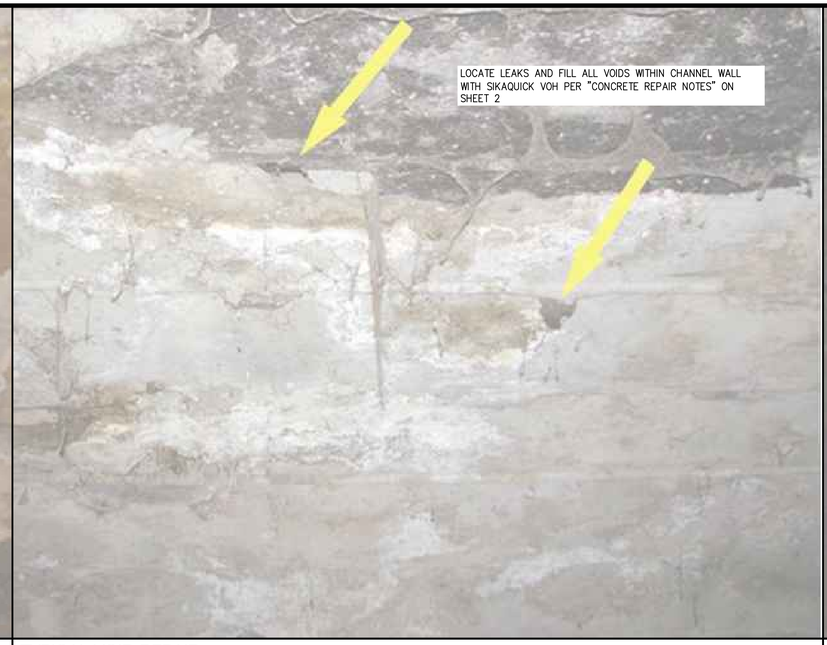
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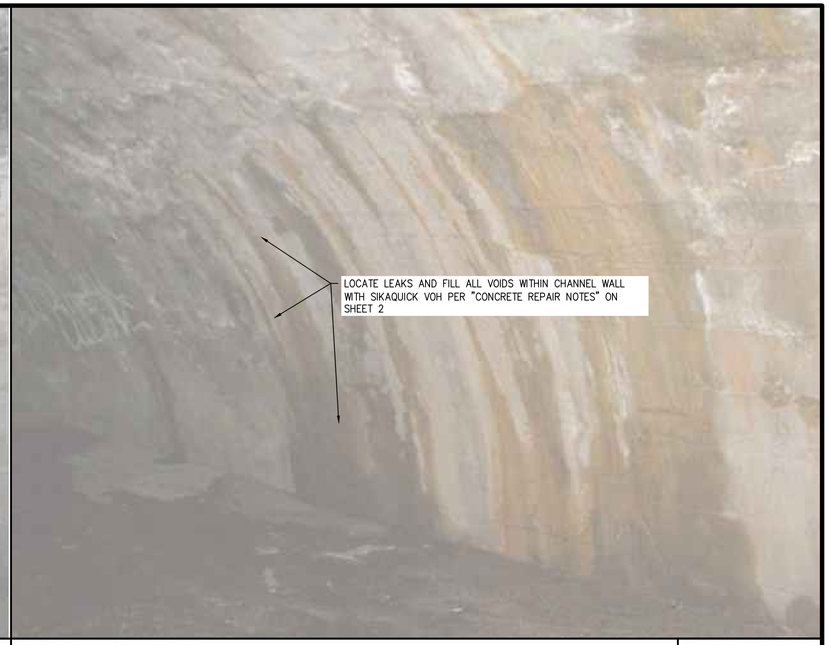
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TYPICAL LEAK REPAIR



TYPICAL VOID REPAIR



TYPICAL VOID REPAIR

NOT TO SCALE



TYPICAL CHANNEL FLOOR REPAIR

NOT TO SCALE

NOTES TO CONTRACTOR:
1. THESE DETAILS ARE PROVIDED FOR SCHEMATIC AND SCOPE PURPOSES ONLY, FIELD DIMENSIONS AND ACTUAL LOCATIONS SHALL BE FIELD VERIFIED WITH THE CITY PRIOR TO ANY CONSTRUCTION ACTIVITY.
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GERARD JOHN RIVERA NEPOMUCENO
No. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT
PROJECT No. 405003
ARCHED CHANNEL REPAIR AND PREPARATION

Designed by: _____ Date: _____
Checked by: _____ Date: _____
Drawn by: _____ Date: _____
Checked by: _____ Date: _____

Reviewed By: _____
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

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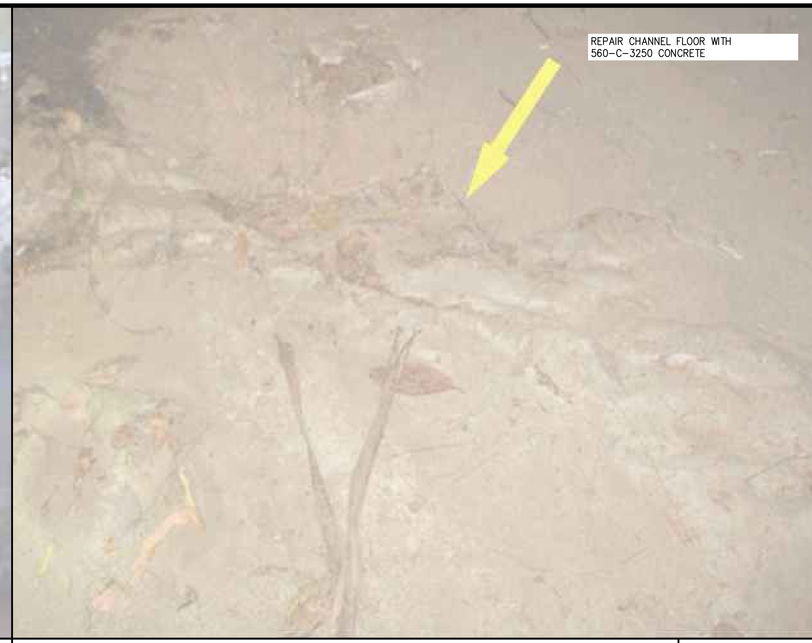
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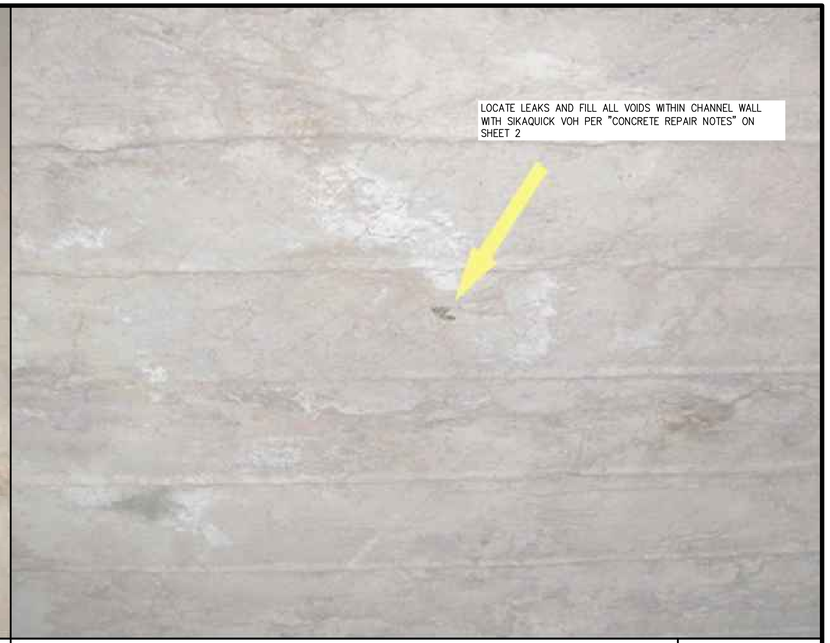
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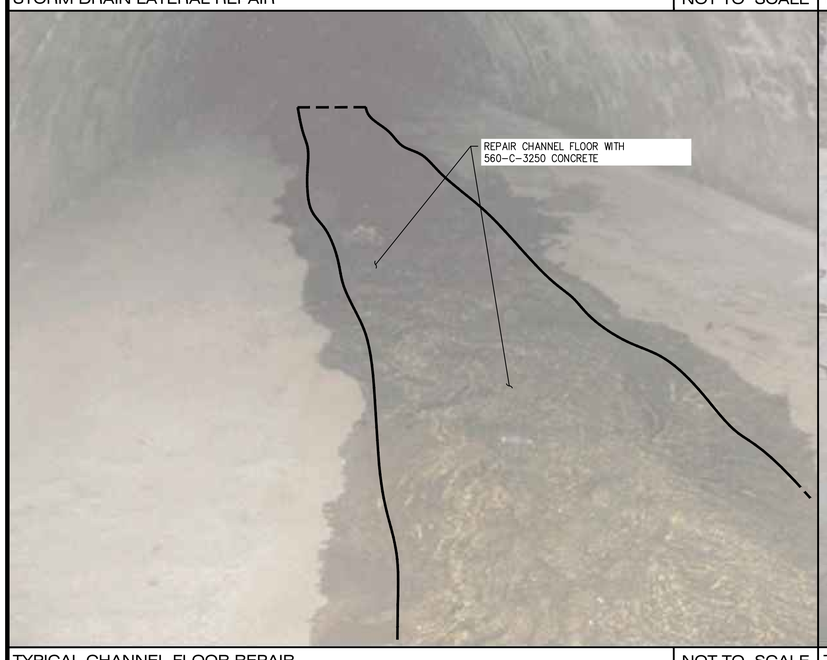
STORM DRAIN LATERAL REPAIR | NOT TO SCALE



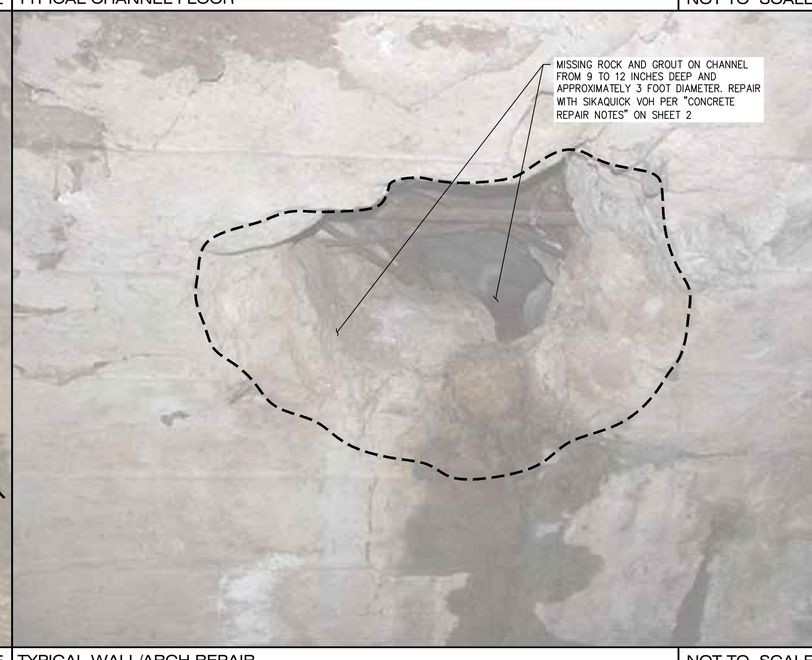
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TYPICAL VOID REPAIR | NOT TO SCALE



TYPICAL CHANNEL FLOOR REPAIR | NOT TO SCALE



TYPICAL WALL/ARCH REPAIR | NOT TO SCALE



TYPICAL LEAK REPAIR | NOT TO SCALE

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REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT
PROJECT No. 405003
SEMI-CIRCULAR CHANNEL REPAIR AND PREPARATION

Designed by: _____ Date: _____
Checked by: _____ Date: _____
Drawn by: _____ Date: _____
Checked by: _____ Date: _____

Reviewed By: _____
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: _____
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 5 of 6 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

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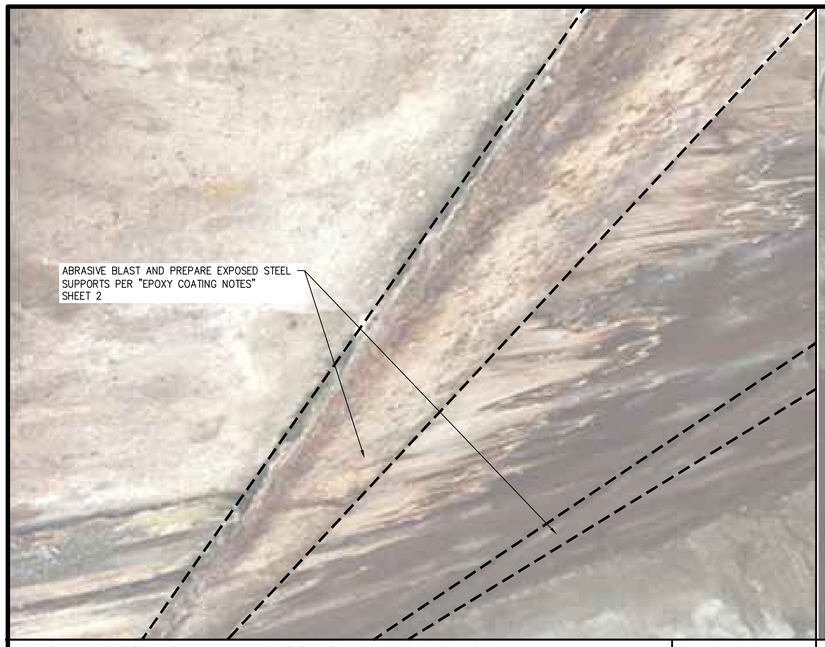
LINE IS 2 INCHES AT FULL SIZE
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BENCHMARK
NONE REFERENCED

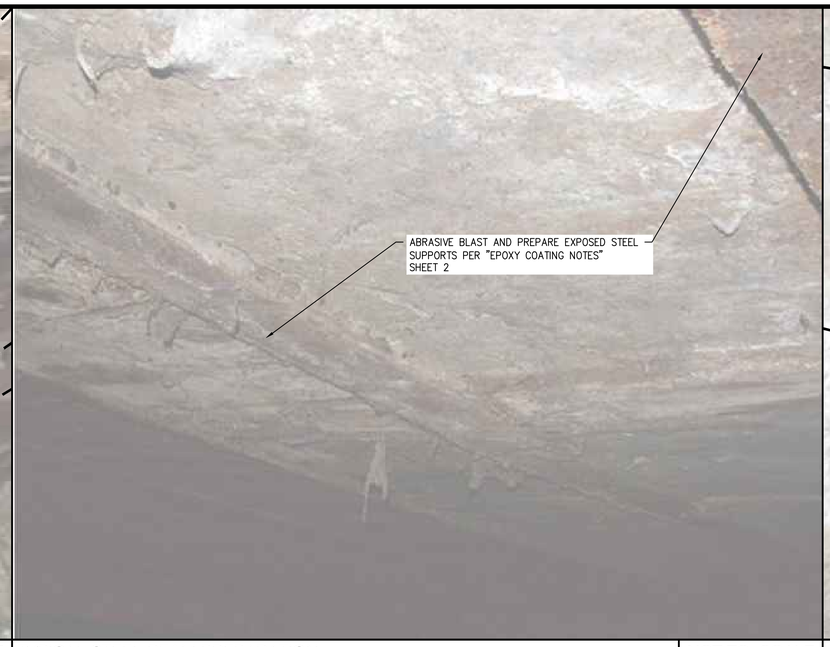
Letter	Description	Date	Initial	Initial	Initial

Revisions

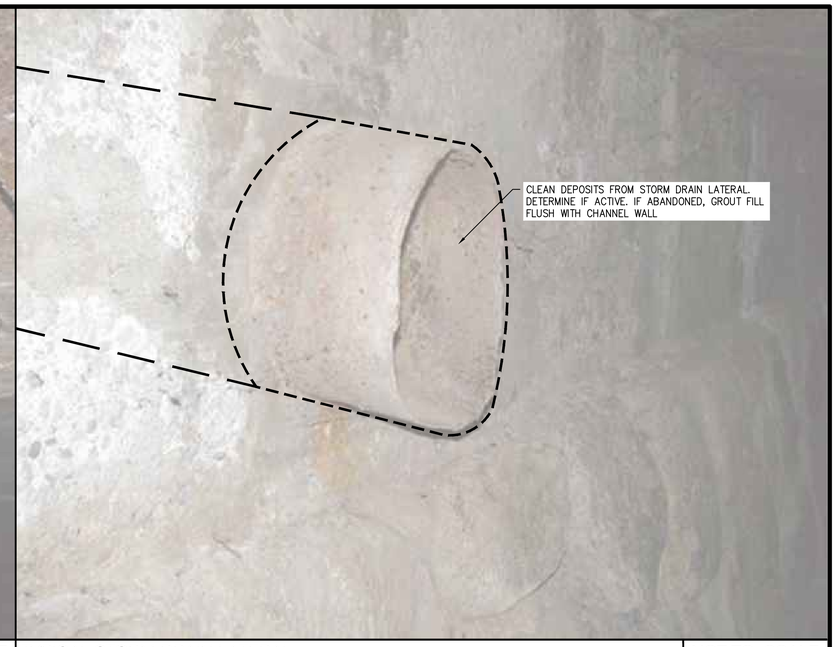
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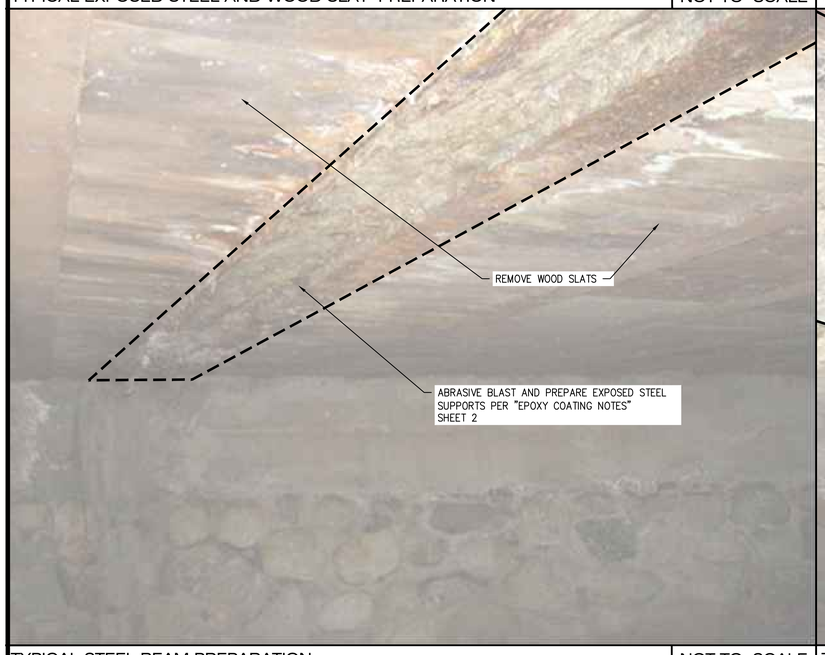
TYPICAL EXPOSED STEEL AND WOOD SLAT PREPARATION | NOT TO SCALE



TYPICAL STEEL BEAM PREPARATION | NOT TO SCALE



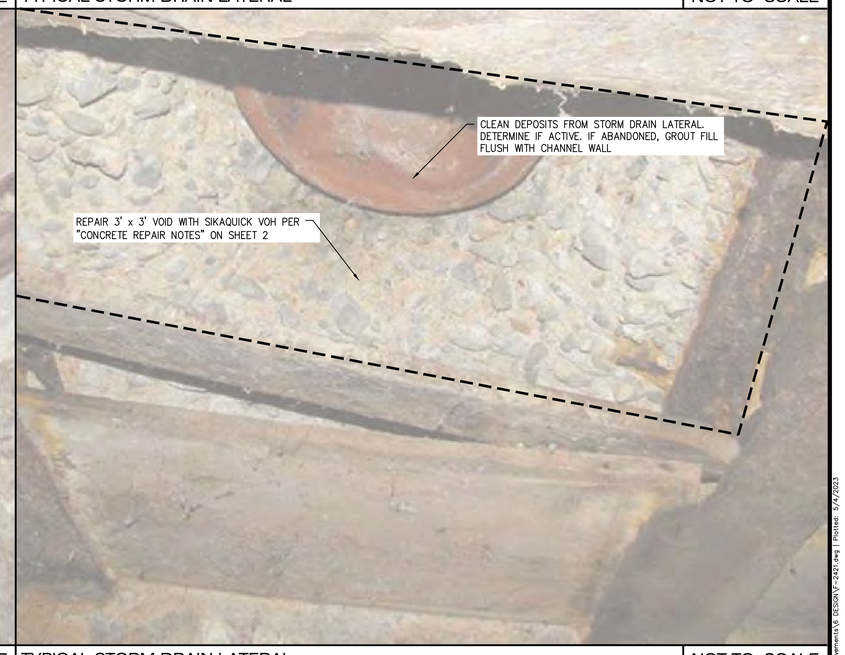
TYPICAL STORM DRAIN LATERAL | NOT TO SCALE



TYPICAL STEEL BEAM PREPARATION | NOT TO SCALE



TYPICAL STEEL BEAM PREPARATION | NOT TO SCALE



TYPICAL STORM DRAIN LATERAL | NOT TO SCALE

NOTES TO CONTRACTOR:
1. THESE DETAILS ARE PROVIDED FOR SCHEMATIC AND SCOPE PURPOSES ONLY, FIELD DIMENSIONS AND ACTUAL LOCATIONS SHALL BE FIELD VERIFIED WITH THE CITY PRIOR TO ANY CONSTRUCTION ACTIVITY.
2. ALL PRODUCTS SPECIFIED MAY HAVE APPROVED EQUALS SUBJECT TO SUBMITTAL AND CITY APPROVAL.

Underground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK
NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER — RICHARD JOHN RIVERA MCPHERSON — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT
PROJECT No. 405003
TRAPEZOIDAL CHANNEL REPAIR AND SURFACE PREPARATION

Designed by: _____ Date: _____
Checked by: _____ Date: _____
Drawn by: _____ Date: _____
Checked by: _____ Date: _____

Reviewed By: _____
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: _____
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 6 of 6 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

F-2421

\\Files\Engineering\Capital Projects\405400 STORM DRAIN PROJECTS\Mission Zanja Channel Improvements\6 DESIGN\F-2421.dwg | Plotted: 5/4/2023

CITY OF REDLANDS
MUNICIPAL UTILITIES &
ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT
PROJECT No. 405003

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

JUNE 2023

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT
PROJECT No. 405003

For use in conjunction with specifications entitled: "Standard Specifications for Public Works Construction (Greenbook)" 2021 Edition; "Standard Plans for Public Works Construction" 2021 Edition; Municipal Utilities and Engineering Department's Water Systems Standard Specifications and Sanitary Sewer System Standard Specifications, latest editions; and General Permit Conditions and Trench Specifications.

City Council:
Eddie Tejeda, Mayor
Paul T. Barich, Mayor Pro Tem
Denise Davis, Councilmember
Jenna Guzman-Lowery, Councilmember
Mario Saucedo, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

City Staff:
Charles M. Duggan Jr., City Manager

JUNE 2023

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MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT
PROJECT No. 405003

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NOTICE INVITING SEALED PROPOSALS (NIB)
For

MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT
PROJECT No. 405003

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands invites all and will receive sealed Proposals (Bids) at the office of the City Clerk, City of Redlands, 35 Cajon Street, Suite 4, Redlands, CA 92373, on **July 13, 2023**, 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: MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT, PROJECT No. 405003.**

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 requests 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 no 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
San Bernardino County, California

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT
PROJECT No. 405003

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: MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT, PROJECT No. 405003

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

MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT
PROJECT No. 405003

NOTE: Bidders must bid on 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	Clearing and Grubbing	LUMP SUM	N/A	$_____
3	Erosion Control Plan	LUMP SUM	N/A	$_____
4	Epoxy Coating - Semi-Circular and Arched Channel Section	12,285 SF	$_____/SF	$_____
5	Epoxy Coating - Trapezoidal Channel Section	11,016 SF	$_____/SF	$_____
6	Concrete Walls/Ceiling Repair	1,165 SF	$_____/SF	$_____
7	Concrete Floor Repair	1,381 SF	$_____/SF	$_____
8	Clean, Fill & Grout SD Lateral	13 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
9	Demobilization	LUMP SUM	N/A	$_____
			BID SCHEDULE TOTAL PRICE	**$_____**

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

BID SCHEDULE TOTAL PRICE: $_____

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: _____

_____

_____

* Provision is made here for the Bidder to include an addition or deduction in its bid, if it wishes, to reflect any last-minute adjustments in prices. The addition or deduction, if made, will be proportionately applied to the Progress Payments total for the respective item in the Schedule of Prices, the amount being added or deducted for each monthly payment. The unit prices entered in the Schedule of Prices will not be affected.

LOW BID DETERMINATION:

The low bid will be determined pursuant to Public Contract Code Section 20103.8 as the lowest bid price on the Bid Schedule Total Price on page BD 11. A responsible bidder who submits the lowest bid as determined by the above method shall be awarded the contract, if it is awarded, by the City Council of the City of Redlands.

ADDENDA

Receipt of the following addenda is hereby acknowledged and the same is included in the Bid Price:

Addendum #1_____ (initials) Addendum #2_____ (initials) Addendum #3_____ (initials)

Addendum #4_____ (initials) Addendum #5_____ (initials) Addendum #6_____ (initials)

ATTEST: (if Corporation)

(Corporation Seal)

_____	_____
Company Name	Signature
_____	_____
Address	Name
_____	_____
City, State, Zip	Title

BID CERTIFICATION

The undersigned certifies that they are familiar with the various State and local laws affecting labor, length of working days, employer's liabilities, Sunday work, alien labor, domestic materials, Subcontractors, etc.

It is understood and agreed that the work under the contract will be commenced by the undersigned Bidder, if awarded the contract, within ten (10) calendar days from the date in the Notice to Proceed and will be completed by the Contractor in the time set forth in the **CONTRACT**.

Enclosed find Bidders bond or certified or cashier's check No. _____ on the _____ Bank, in the amount of _____ _____ which is not less than ten percent (10%) of the Bid submitted by the undersigned, made payable to the City of Redlands, California and which is given as a guarantee that the Bidder agrees that in case of their default in executing said contract with necessary bonds, the bond or check accompanying this Bid and the money made payable shall become and remain the property of the City of Redlands.

It is understood and agreed that the City of Redlands has the right to waive defects or irregularities and to accept or reject any or all Bids. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of the Bid Opening except as allowed by the California Public Contract Code.

The following information, required by State law under penalty of perjury, is true and correct. Failure to complete this information renders the bid non-responsive, and the bid must be rejected.

_____	_____
Company Name	Signature
_____	_____
Address	Signatory's Title
_____	_____
City, State, Zip	State License Number and Class
_____	_____
Telephone Number	License Expiration Date

Dated this _____ day of _____, 20___.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the PROJECT No. 405003.

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. 405003 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. 405003, 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. 405003 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 _____, 2023, 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: **MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT, PROJECT No. 405003** (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of _____ dollars ($_____) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within sixty (60) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars/cents ($500) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the

documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT
PROJECT No. 405003

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 _____, 2023.

_____
(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 _____, 2023 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT, PROJECT No. 405003 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 _____, 2023.

(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 _____, 2023, and identified as MISSION ZANJA CHANNEL IMPROVEMENTS PROJECT, PROJECT No. 405003 is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commending 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 _____, 2023.

(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. Commercial General Liability
- $1 Million Per Occurrence/ $2 Million Aggregate
  - City listed as an Additional Insured on the coverage
  - Coverage is primary and non-contributory

- If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
- If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5-4.3 Worker's Compensation Insurance. - *Delete and replace with the following:*

A. Contractor shall have worker's compensation and employer's liability insurance in force throughout the duration of the contract in an amount which meets the statutory requirement with an insurance carrier acceptable to the City. The insurance policy shall include a provision prohibiting cancellation of said policy except upon forty-five (45) days prior written notice to City. Certificates of Insurance shall be delivered to the City at the time of the Contractors' execution of the agreement.

B. Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

5-6 PATENT FEES OR ROYALTIES. *Delete and replace with the following:*
The Contractor shall include in its Bid the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The Contractor shall indemnify and hold the City

harmless from any legal action that may be brought for infringement of patents. The Contractor's attention is directed to "Notice of Patents, Data, and Copyright Regulations" of the Federal Labor Standards.

The Contractor shall bear all costs arising from the use of patented goods and/or processes used on and/or incorporated into the Work. When use of these goods and/or processes is judged to be an infringement and the use is banned, the Contractor, at its own expense, shall, with concurrence of the Engineer, do one of the following:

A. Secure for the City the right to continue using goods and/or processes by suspension of the injunction or by procuring a license(s);

B. Replace said goods and/or processes with non-infringing goods and/or processes;

C. Modify said goods and/or processes so that they become non-infringing; or

D. Remove said goods and/or processes and refund the sum paid therefore without prejudice to any other rights of the City.

The preceding shall not apply to any goods manufactured to the detailed design of the City contained in the Contract Documents.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General. - *Amend the following:*

Add the following sentences to paragraph 1:
Should watering be the sole method utilized for roadway dust abatement purposes, the maximum time interval that shall elapse between applications thereof shall be no greater than 3 hours during normal working day, supplemented by an additional application thereof immediately prior to the conclusion of the workday and at such other times as may be required, including evenings, weekends and holidays as required by the Engineer. Should the Contractor be unable to furnish dust abatement as specified, the City may perform or cause to be performed the necessary service, the expense of which will be deducted from the payment due the Contractor.

Add the following paragraphs:
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during cleanup and dust control operations. Refer to Section 7-8.6.

Compliance with this section is of extreme importance to the City and its citizens. The City may fine the Contractor $1,000 per incident if there are issues with dust, mud, unused equipment or materials and rubbish within the construction area that result in citizen complaints. A 24 hour notice shall be issued to the Contractor and failure to correct the problems will result in the fine being levied. This fine will be in addition to those fines potentially charged for NPDES violations.

5-8 AIR POLLUTION CONTROL.

Dust control shall be performed in accordance with Subsection 7-8 of the Standard Specifications, South Coast Air Quality Management District (SCAQMD) Rule 403, the general Provisions and the following Provision.

Dust resulting from the Contractor's performance of the work, either inside or outside, the right-of-way shall be controlled by the Contractor. Dust control includes the action necessary to prevent, reduce or control dust within the work area as required to complete the work. The Contractor shall carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or causing a nuisance, or harm to persons living nearby or occupying buildings in the vicinity of the work. The Contractor shall control dust 24 hours a day, seven days a week. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any work. The Rule 403 Implementation Handbook published by the SCAQMD, contains a detailed listing of reasonably available dust control measures.

Dust control ordered by the Engineer to be applied on Saturdays, Sundays or holidays will be included in the Contract price for dust control and no additional compensation will be allowed therefore.

The full compensation for all direct and indirect costs incurred for work performed or materials used to control dust resulting from the Contractor's performance of the work and caused by public traffic, either inside or outside the right-of-way shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-9 STORAGE OF EQUIPMENT AND MATERIALS.

The Contractor shall be required to provide and maintain as necessary, any additional property required for storage of equipment, materials, etc., to perform work on this project. Should the additional property be located within the city limits of the City of Redlands, the Contractor shall obtain written approval from the City of Redlands Development Services Department and comply with all conditions set therein prior to use. When private property is used for a yard area, the Contractor shall also secure written authorization from the private property owner and supply a copy of such to the City before any monthly progress payment is submitted. Contractor to propose designated areas of the project site, upon approval by the Engineer, suitable for material delivery, storage, and waste collection.

The Contractor shall ensure the construction yard adheres to all local, State and Federal regulations, ordinances, codes and maintained in a neat and orderly manner throughout the duration of the project. The contractor shall include the construction yard in the Erosion Control Plan or SWPPP and shall be inspected and approved prior to use of the yard. If at any time during the project the location of the construction yard changes from the approved site, the City shall be notified prior to relocation for inspection and approval. Should the Contractor fail to comply with these conditions, the Engineer may suspend the work per SSPWC section 6-3 until the condition is corrected.

At the end of the project or as required, the Contractor shall: clean up and remove all trash and debris, including all organic trash and debris; clean up and remove all hazardous and biochemical wastes from the property to the satisfaction of the agency (City, County, State, or Federal) charged with overseeing these items; and provide to the City a written release from the private property owner that they are satisfied with all clean up and removal work.

5-9.1 Storage in Public Streets.
Construction materials and equipment shall not be stored within public streets or right of way without prior approval from the City. In order to seek approval, Contractor shall submit a location map with all equipment or materials identified including size, duration and any BMP's installed and provide at least 7 days for review by the City.

5-10 WATER POLLUTION CONTROL.

The Contractor shall follow the City's guidelines for Storm Water Pollution Prevention in providing storm water pollution control at the project site, including the implementation of approved Erosion/Sediment Control Plans during construction as well as the implementation of approved Water Quality Management Plans.

Construction activities disturbing 1 acre or more of land shall comply with the State Water Resources Control Board's NPDES General Construction Storm Water Permit. A copy of the Notice of Intent (NOI) to include the Waste Discharge Identification (WDID) number shall be submitted as part of the Storm Water Pollution Prevention Plan (SWPPP) to the Engineer for review. Call (909) 782-4130 for NOI/WDID information.

All projects requiring grading shall submit to the City for review and approval an Erosion/Sediment Control Plan and a Grading Plan. Permit(s) will not be issued until plans are approved and may be revoked if work required in these specifications are not complied with.

Construction sites shall be maintained by implementation of BMPs in such manner that pollutants are not discharged from the site to the maximum extent practicable. A few references available to help with selection and implementation of applicable BMPs are:

1. California Storm Water Best Management Practice Handbook, American Public Works Association, March 1993;
2. The Construction Site Best Management Practices Manual, November 2000;
3. Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual, November 2000;
4. California Regional Water Quality Control Board's San Francisco Bay Region, Guidelines for Construction Projects; and
5. California Regional Water Quality Control Board's San Francisco Bay Region, Erosion and Sediment Control Field Manual, July 1999.

All discharges into the storm drain system are prohibited except for potable water, properly treated discharge, and those discharges specifically approved by the Engineer. The following are some of the prohibited discharges:

1. Discharges that could have an impact on human health or the environment, cause or threaten to cause pollution, contamination, or nuisance;
2. Discharges that exceed any applicable water quality standard contained in a statewide Water Quality Control Plan or local Basin Plan; and
3. Discharges containing hazardous substances equal to or in excess of a reportable quantity listed in Federal regulations 40 CFR, Parts 117 and 302.

Materials that can cause or contribute to pollution or a violation of any applicable water quality standard include, but are not limited to: sediments; solid or liquid chemical spills; wastes from paints, stains, sealants, glues, limes, pesticides or herbicides and wood preservatives or solvents; asbestos fibers, paint flakes or stucco fragments; fuels, oils, lubricants or hydraulic, radiator and battery fluids; fertilizers; vehicle and equipment wash water or concrete wash water; concrete, detergent or floatable wastes; wastes from any engine and equipment steam cleaning or chemical degreasing; and chlorinated potable water line flushings.

Unless exempted or authorized by an NPDES permit, all non-storm water discharges require prior approval by the Engineer or the State Water Resources Control Board with Engineer approval.

During construction, temporary storage of such materials as identified above, must occur in a designated area physically separated from potential storm water runoff, with ultimate disposal in accordance with local, state and federal requirements.

De-watering of contaminated groundwater or discharging contaminated soils via surface erosion is prohibited.

Unless indicated otherwise by the Engineer, all projects, regardless of size, shall submit for review and approval, a Water Quality Management Plan (WQMP). The WQMP shall consist of post construction BMPs which shall remain in effect throughout the life of the facility. Refer to WQMP guidelines.

5-11 TEMPORARY LIGHTS, POWER AND WATER.

Any water drawn from a City fire hydrant shall be via a City owned water meter. Said meter may be obtained from the Municipal Utilities & Engineering Department. Contractor is responsible for payment of a $1200 deposit fee. Said meter shall be returned in a condition like received, less normal wear and tear. All meters are loaned subject to the conditions of the Fire Hydrant Construction Meter Water Service Application. Contractor must provide proposed location of meter and notify Customer Service at (909) 798-7516 each time the meter is relocated during construction. Water reasonably used in connection with the construction contract will be provided at no cost to the Contractor. Water use determined to be wasteful or unreasonable will be charged for at the prevailing rate.

5-12 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall relocate, re-establish, repair or replace all existing improvements within the work limits or right-of-way which are not designated for removal (e.g., sprinkler systems, curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations.

Relocations, re-establishments, repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing or re-establishing existing improvements shall be included in the Bid.

The Contractor shall be responsible for the maintenance of the streets and roadways to be used by public and local traffic through and adjacent to the construction zone, from the date of "Notice to Proceed" until the date of acceptance of the completed construction improvements.

Street maintenance shall include filling of potholes, grading of subgrade and base, replacing signs, installing interim pavement striping and markers on the project streets and other side streets within the construction zone. Street maintenance shall also include sweeping and washing of streets, adjacent and connected to the construction zone on a weekly, or more frequent schedule, to prevent the accumulation of dust, dirt, gravel or other deleterious materials, all as necessary to maintain the construction roadways and adjacent streets in a safe, clean and drivable condition for use by public and local traffic.

Upon request from the City for information pertaining to a claim against the contractor, contractor shall provide a written/email response, including all requested information, within 14 calendar days of City's request. If a response with all requested information is not provided to the City within 14 calendar days, a penalty of $500 per calendar day will be assessed to the Contractor by the City.

5-13 PUBLIC CONVENIENCE AND SAFETY.

5-13.1 General.

The Contractor may be allowed to close the roadway, or a portion thereof, to traffic during normal work hours upon approval from the Engineer. During any closure, the Contractor shall allow access for residents, schools, trash service trucks, churches and businesses within the affected portion of roadway, except as required for construction for a reasonable period of time. The Contractor shall notify residents as noted within Section 5-18.

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the Work Area Traffic Control Handbook (WATCH) prepared by the Southern California Chapter of the American Public Works Association. During adverse weather or unusual traffic or working conditions additional devices shall be placed as directed by the engineer. All traffic signs and devices shall conform to the current State of California, Department of Transportation (CALTRANS), "Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways", unless otherwise approved by the Engineer.

Fences, barriers, lights and signs shall be furnished, erected and maintained as necessary to give an adequate warning to the public at all times that the work is under construction and of dangerous conditions to be encountered as a result thereof, and warning and directional signs shall also be erected and maintained as may be required by the City. Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the following provisions:

1. For placing of barricades - $15.00 per barricade for each day or part thereof.

   For flashers - $15.00 per flasher for each day or part thereof.

   For traffic cones - $7.50 per cone for each day or part thereof.

2. In the event that the services of the Owner are required outside the normal working hours and/or days or items not noted above are furnished by the City, all costs incurred by the City shall be the responsibility of the Contractor.

The Contractor shall relocate, preserve and maintain the visibility of all signs within the project limits which affect the flow of traffic, as directed by the engineer. Any signs that are missing or found damaged shall be replaced immediately by the Contractor at his expense.

The Contractor shall provide and maintain Class II barricades along excavation edges parallel to the flow of traffic at a spacing of twenty-five feet (25'). Class II barricades mounted with flashers shall be installed around work areas in parkways. Class II barricades shall have alternating black and reflectorized white (or yellow) stripes at an angle of 45 degrees. The stripe with shall be four to six inches.

During paving operations barricades may be supplemented with minimum size eighteen-inch (18") high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty-five feet (25"). At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot (5') intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided. "No Left Turn" sign shall be provided wherever required by the Engineer.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator or other vertical obstruction.

A 4 foot wide pedestrian walkway shall be maintained in the parkway area on each side of all streets, unless otherwise authorized by the Engineer. The minimum clearance from: the edge of pedestrian walkways to any traffic lane shall be 5 feet; the edge of pedestrian walkways to any work zone shall be 3 feet; and the surface of pedestrian walkways to any overhead obstruction shall be 7 feet.

The Contractor shall, at the end of each work day, have backfilled, compacted and placed a temporary drivable roadway surface on all work areas within traveled roadways prior to leaving the job site. Failure to comply to the satisfaction of the Engineer shall result in immediate correction by City forces, and all costs shall be borne by the Contractor.

Traffic control devices shall be marked with the Contractor's name as appropriate. At no time shall any traffic control devices marked with companies or agencies other than the Contractor or subcontractors, be utilized within the work area.

All said traffic controls and safety devices shall be maintained in clean condition, with any and all graffiti removed by the end of workday on which the graffiti was first reported to the Contractor.

If the traffic control devices are deemed unacceptable by the Engineer due to being damaged, dirty, or marked incorrectly, the Contractor shall replace the traffic control devices immediately. Should the Contractor fail to furnish traffic control devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the provisions above.

5-13.1.1 Vehicular Access.
At such times as driveways are inaccessible due to the Contractor's work they shall be blocked by two (2) Class II barricades or one (1) Class II barricades and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a delineator at each side.

5-13.1.2 Signage. The Contractor shall furnish, erect and maintain all construction traffic signage as required and specified.

All construction traffic signage shall be in place prior to commencing any work, placed as needed during construction, moved as necessary and removed only upon completion of all work.

All construction traffic signage and controls shall comply with the State of California Manual of Traffic Controls, Warning Signs, Lights and Devices for use in Performance of Work Upon Highways. All construction traffic signage used in the performance of the work shall be a minimum of the encapsulated lens (high intensity) type. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices, telescoping flag trees, flags, signs, markers, portable barriers, flashing arrow signs, changeable message signs, markings and flagging equipment shall be provided and maintained in like new condition.

When a Traffic Signal is constructed as a part of the project, the Contractor shall place and maintain for one calendar month, a message board for each approach leg to a new traffic signal. The message board shall read "CAUTION - NEW TRAFFIC SIGNAL". The one month period shall begin from the day of activation. This requirement may be lessened or waived, on a case-by-case basis, by the Engineer.

The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, including holidays, all said

devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of notice to proceed to the completion and acceptance of the work. Any corrective work required to be performed by City forces shall be charged to the Contractor and paid in full before release of any bonds on the project.

All traffic cones shall be no less than 28 inches in height, except that shorter cones, 12 inches minimum height, may be permitted during striping maintenance operations where the only function of the cone is to separate traffic from the wet paint. All barricades used to delineate traffic at night or placed in or adjacent to the traveled roadway at night, shall be equipped with flashing warning lights.

Channelizers shall be required when lane restrictions, detours or other work conditions need to be maintained for periods longer than normal work hours. Channelizers shall be surface-mounted type and shall be furnished, placed and maintained at the locations shown on the plans or as approved by the Engineer and shall conform to these specifications. Channelizers shall be, at the Contractor's option, one of the following types, or approved equal: (1) Safe-Hit SH236SMA; (2) Repo "The Replaceable Post"; or (3) Carsonite, "Super Duck" SDF-436.SDF-436.

5-13.2 Traffic Control Plan

The Contractor shall provide a Traffic Control Plan to the agency for approval prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days.

The Contractor shall be required to maintain one lane in each direction when working on the roadway. Access to schools, businesses, etc. shall be maintained as necessary for their operations. If closures are authorized by the Engineer, all detour signage shall be installed prior to closure of specified portion of roadway(s), and shall be maintained during closure.
The Contractor shall make provision to allow pedestrians full access across work areas at existing crosswalks, while working within those areas.

Traffic controls, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with Subsection 7-1, of the current edition of the "Standard Specifications for Public Works Construction," including all its subsequent amendments, and the current edition of the "Work Area Traffic Control Handbook."

Traffic control and the Traffic Control Plan shall conform to the following:

a. All major streets shall remain open to through-traffic at all times, residential street will be closed to traffic only as long as it takes for material application and drying time.

b. The Traffic Control Plan shall indicate the traffic control requirements for the different types of work to be performed. The Contractor shall be

responsible for the preparation of Plans as necessary for specific items of work. These Plans shall be approved by the City's Engineer.

c. All traffic controls and safety devices, equipment and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, markings, and flagging equipment shall be provided and maintained in "like new" condition.

d. The Contractor shall furnish and properly install, construct, erect, use, and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include area affecting or affected by the work, from the start of work to the completion of the work.

In the event the slurry and cape seal ravels, a "loose gravel" (C6) sign shall be placed to adequately warn the public.

e. High-level warning devices (flag trees) are required at all times for any work being performed within the roadway unless otherwise specifically authorized by the City's Engineer.

f. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than twenty-eight inches (28") in height, except that shorter cones, twelve inches (12") high or higher, may be used during striping maintenance operations where the only function of the cones is to protect the wet paint from the traffic.

g. Type III barricades, no less than six feet (6') in length and equipped with two (2) Type "N" markers each and two (2) flashing warning lights each, shall be used to close streets, except as otherwise specifically authorized in advance by the City's Engineer for minor maintenance work of no more than one (1) working days duration on weekdays, or on holidays only, and between 8:00 a.m. and 3:30 p.m. only. Said barricades shall be placed across the full roadway at each point of closure with the distance between barricades or between barricades and curbs, not exceeding three feet (3'), except that one (1) eleven-foot (11')-wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) Type C2 "Road Closed" sign each or one (1) Type C3A "Road Closed to Thru Traffic" sign each.

h. Except for residential streets, as otherwise directed and/or authorized by the City's Engineer, two-way vehicular traffic shall be maintained at all times within two (2) eleven foot (11')-wide lanes on streets, having an effective roadway width of forty-four feet (44') or more with restricted parking, and other streets of lesser widths may be reduced to one (1) twelve-foot (12') wide lane with work activity being limited to one side at a time, and with one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers.

No reduction of the traveled way width shall be permitted on any City street before 8:00 a.m. nor after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless prior authorization to do so is granted by the City's Engineer.

Arrow boards shall be required for all lane closures on major streets.

i. Properly trained and experienced flaggers shall be provided to traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at such other times as is necessary to safely pass the traffic through or around the work area, and when so directed by the City's Engineer.

j. Vehicular access to occupied residential property may be restricted on weekdays other than holidays between the hours of 8:00 a.m. to 3:30 p.m. while essential work activity is taking place, with specific prior written approval from the City's Engineer, providing the Contractor gives the owner and/or resident at least forty-eight (48)-hour advance written and oral notice. See Part 2, "Notification of Residents," herein.

Convenient and safe pedestrian access to occupied residential property shall be maintained at all times. Access to mailboxes must be maintained at all time, such that the postal delivery service is not interrupted.

Access to vacant and unused property may be restricted at the Engineer's discretion. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

k. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired refurbished and/or replaced, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.

l. An unobstructed view of all signs and warning devices including but not limited to stop signs, stop ahead signs, street names signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers, and devices from the view of vehicular and/or pedestrian traffic to which it applies.

m. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.

n. Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and/or storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

o. Where vehicular access to abutting property must be restricted, the work shall be so selected, arranged, and scheduled that the person(s) requiring access to said abutting property and/or residents along said streets affected will be able to park within a reasonable distance of not more than five hundred feet (500') from their homes and/or destination. Residents must be supplied written notice of such restrictions a minimum of 48 hours in advance.

p. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street except as otherwise authorized or directed by the City's Engineer.

q. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to hereinabove, the City reserves the right to correct and/or mitigate any situation, which in the sole opinion of the City's Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's and/or permittee's expense, and will deduct the cost therefore from the Contractor's progress and/or final payment. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures, and shall not serve to transfer

said obligations and liabilities from the Contractor to the City or the City's agents.

r. Violations of any of the above Provisions and/or Provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the City's Engineer, shall at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor and/or permittee, or liability to the City, all as prescribed by Contractual obligation or State law, whichever is applicable.

Full compensation for furnishing all labor, materials, tools, equipment, flaggers, lights, channelizers (surface mounted), temporary striping, barricades, portable flashing lights, flashing arrow signs, traffic control and detour plan, and incidentals required to comply with the provisions specified and referred to herein above, to provide all required traffic and pedestrian control for the duration of this contract, all as shown and as specified, shall be paid as specified in Section 01200 of the General Requirements and no other compensation shall be made therefore.

5-13.3 Edison Energized Conductors. The Contractor hereby promises and agrees that in the performance of the Work, he will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined as follows:

"Qualified Person". A person by reason of experience or instruction is familiar with the operation to be performed and hazards involved.

Contractor further promises and agrees that the provisions of this paragraph shall be and are binding upon any Subcontractor or Subcontractors that may be retained by it, and that the Contractor shall take such steps as are necessary to insure compliance by said Subcontractor or Subcontractors with the requirements of this paragraph.

5-14 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE.

5-14.1 Responsibility for Damage. The Contractor agrees to and does hereby indemnify, defend and hold harmless the City, its elected officials and the Consultant and their officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, including attorney's fees and costs, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to loss or theft of property, (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the contractor upon or in connection with the work called for in this agreement, except for the liability resulting from the sole negligence or willful misconduct of the City, its elected officials and their officers, employees and agents who are directly employed by the City and the Consultant; and

(b) any injury to or death of persons or damage to property caused by any fault, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the City, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off City property, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose act or omissions any of them may be liable, regardless of whether or not caused in part by any act or omission (active, passive, or comparative negligence included, excepting the active negligence of the District) of a party indemnified hereunder.

(c) The Contractor, at its own expense, cost, and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against the City, its elected officials, officers, agents and employees and the Consultant, against any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the City, its elected officials, officers, agents or employees, in any such action, suit or other proceedings as a result thereof.

5-15 NO PERSONAL LIABILITY. Neither the City Council, the Engineer, the Consultant, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

5-16 CONTRACTOR'S RESPONSIBILITY FOR WORK. Except as provided above, until the formal acceptance of the Work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by act of the federal government or the public enemy.

The City of Redlands shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

The City shall not be responsible for security of the Contractors equipment or materials at the site. The City will not be responsible for theft or damage to any property or materials of the Contractor. Security for Contractor’s property shall be the responsibility of the Contractor.

5-17 WARRANTY OF WORK. The Contractor shall guarantee the Work against defective materials or workmanship for a period of (1) year from the date of completion date specified in the Notice of Completion, except where longer warranty periods are specifically stated. As specified in Section 2-4 in the GENERAL CONDITIONS, the Performance Bond shall remain in full force and effect during the warranty period.

All work which has been rejected, shall be remedied, or removed and replaced, by the Contractor at his own expense, with work conforming to the Plans and Specifications. Any defective material or workmanship which may be discovered before final acceptance or within (1) one year from the completion date specified in the Notice of Completion shall be corrected immediately by the Contractor at his own expense notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver at the time of final acceptance a complete project that complies in all details with these Contract Documents. All items shall be ready to operate.

Any omission or failure on the part of the Owner to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The Owner will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the Owner is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

During the (1) one year warranty period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by the Owner, it is agreed that the Owner may make such repairs and replacement and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his Surety.

Nothing in this section shall be construed to limit the rights of the Owner to immediately correct conditions which may be unsafe or which may pose a public health nuisance. Should said conditions later be found to be caused by defective material and/or workmanship, the Contractor and his Surety shall reimburse the Owner for costs reasonably incurred while attending the situation.

In the event it is necessary for the Owner to file suit to enforce any liability of the Contractor pursuant to this sections WARRANTY OF WORK, the Owner shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Owner in successfully enforcing the Contractor's obligations, all to be taxed as costs and included in any judgment rendered.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Document or by law. The remedies provided herein shall not be exclusive and the Owner shall be entitled to any and all remedies provided by law.

5-18 NOTIFICATION OF RESIDENTS/BUSINESSES. The Contractor shall notify all residents, firms, institutions, agencies, and utility companies which may be affected by the work. Notification shall be by hand delivery of an approved notice within the project limits approved by the City. The notification process shall consist of two notifications, one prior to the start of construction for all properties within the project area and a second notification at least seven days in advance of any activity which may impact each specific property. In the event of any work within the downtown

area, the distribution of the second notification shall be at least fourteen days in advance of any activity. Activities impacting said properties and, therefore, requiring the above said notices include the following: the work itself; closure or partial closure of the street; and disallowance of street parking and disallowance of vehicular ingress to or egress from the property.

Said firms, institutions, agencies, and utility companies which must be notified of proposed work shall include, but are not limited to the following: public schools, private schools, day care centers, postal service, hospitals, governmental services, police department, fire department, ambulance services, Omnitrans, solid waste collection, and City street sweeping.

The proposed notice shall be submitted to the Engineer at least seven calendar days prior to the date of distribution for review and approval. The submittal shall also include a map identifying the limits of the work and proposed limits of distribution. The printed notices shall contain a general description of the work to be done, the name of the street with limits, the day and date of the work and the name and telephone number of the Contractor. The notice shall also include a statement that there will be no disruption of trash collection schedules and that trash should be set out by 6:00 a.m. on the scheduled day of pickup. If on-street parking will be affected the notice shall include a statement that no on-street parking will be allowed between the hours of 7:00 a.m. and 5:00 p.m. on the day of work, and a statement that it will be necessary to tow away parked vehicles at the owner's expense per California Vehicle Code CVC 22651L and CVC 22654D.

The Contractor will provide City with the dates and addresses of when project notifications are delivered to affected properties. City will verify the notification process is completed in compliance with the requirements of the specifications. Work will commence when City approves Contractor’s compliance with the requirements set forth in the specifications.

If on-street parking is affected, the Contractor shall also post pre-approved "NO PARKING-TOW WAY" signs on 1 x 2 wood stakes or barricades at one hundred foot (100’) maximum spacing along the affected areas of the street, 48 hours prior to the start of the work. The "NO PARKING-TOW AWAY" signs shall contain the day, date, and hours that parking will be prohibited on that particular street and a statement that parked vehicles will be towed away at owner's expense per California Vehicle Code CVC 22651L and CVC 22654D. The Contractor shall maintain said signs throughout the day of work, and shall start the removal of said signs by 4:00 p.m. and complete the removal by 6:00 p.m. on said day of work or as otherwise directed by the Engineer.

The Contractor shall document the day, date, and time the signs are installed because the no parking restriction cannot be enforced until the signs have been in place 24 hours. Posting of signs on trees, utility poles, light standards and other existing parkway improvement is strictly forbidden.

In the event of street resurfacing operations, the notices to residents shall contain a statement that the street to be resurfaced will be closed to vehicular traffic, and the suggestion that if they require the use of their vehicles on the day of the resurfacing work, they should consider parking their vehicle on a nearby street which is not scheduled for a resurfacing application.

In the event scheduled work is delayed, the Contractor shall immediately remove all "NO PARKING" signs. The contractor must notify all previously notified, in person and with printed notices, that the

work will be rescheduled and that they will be re-notified 48 hours in advance. The Contractor shall have an adequate supply of approved notifications for distribution to residents.

Full compensation for conforming to these requirements shall be considered as included in the various Contract items of work involved, and no additional compensation will be allowed therefore.

Failure to comply with this section shall result in a penalty assessment imposed of up to $10,000 per violation at the City's discretion.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. - *Add the following paragraph:*
Contractor shall notify Underground Service Alert (USA) at 1 (800) 227-2600, two working days prior to starting work, and must submit verification number to the City prior to starting work.

6-1.2 Commencement of the Work. - *Amend the second sentence as follows:*
"The work shall start within 10 days thereafter, and be diligently prosecuted to completion within the Contract Time."

6-3 TIME OF COMPLETION.

6-3.1 General. - *Add the following sentence:*
The time of completion of the Contract shall be expressed in consecutive calendar days.

6-4.1 General. - *Add the following paragraphs:*
If saturated soil is encountered during construction due to leaks in an existing utility, contractor shall remove saturated material and replace with a suitable backfill material until adequate compaction can be attained by verification from the City's Geotechnical Engineer.

Prior to any removal of saturated material, contractor shall discuss the methods of remediation with the City's representative. Approval from the City, or the City's representative, shall be obtained for any amount of saturated material removal in which the contractor anticipates to be compensated for, if approval is not obtained all costs shall be borne by the contractor.

Up to a 14 day delay in paving operations may be requested after all leaks have been resolved to provide time for excess moisture to dissipate, at no additional cost to the city, in lieu of removing and replacing the saturated soil. A no cost change order will be prepared to provide the contractor with additional contract time if such delay is requested by the City.

6-9 LIQUIDATED DAMAGES. The value of liquidated damages noted in this section is amended to five hundred dollars ($500) per calendar day.

6-10 NOTICE AND SERVICE THEREOF. Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such

notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the project site, or by deposing the same in the United States Mail enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of work under this Contract, certified and with postage prepaid.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated by him to the party giving the notice, certified and with postage prepaid.

Notice shall be given to the Owner by personal delivery thereof or by depositing the same in the United States Mail enclosed in a sealed envelope, certified and with postage prepaid. The address of record for the owner is:

City of Redlands
Municipal Utilities & Engineering Department
P.O. Box 3005
35 Cajon Street, Suite 15A
Redlands, CA 92373

6-11 PUBLIC RECORDS ACT. All documents, Plans, specifications and all other information relating to the conduct of the City's business, including information submitted by the Contractor, shall become the exclusive property of the City and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 et seq.).

Under no circumstances will the City be responsible or liable to the Contractor, submitter or any other party for the disclosure of any records or information submitted to the City, regardless of whether such records or information are labeled "Trade Secret", "Confidential", or "Proprietary" (or words to similar effect) and regardless of whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, employees, and/or Contractors.

The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of information with "Trade Secret", "Confidential", or "Proprietary". Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party's own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the City's sole involvement will be as a stakeholder, retaining the information until otherwise

ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall indemnify and hold the City harmless from all costs and expenses including attorneys' fees, in connection with such action.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. - *Delete and replace with the following:*
The closure date for the purpose of making monthly progress payments shall be assigned by the Engineer during the pre-construction meeting. Payment, less deductions, unearned work and retention, will be made within 30 days of the closure date. If a dispute exists between the City and the Contractor regarding an item included in the Contractor's Monthly Progress Payment Request, progress payments will be withheld until said dispute is resolved, in which case longer period of time will be required to make such payment. No such payment shall be required to be made, when in the judgment of the Engineer, the total value of the work since the last estimate amounts to less than $500. If, in the opinion of the Engineer, work is not progressing according to the approved schedule, payments may be withheld until the Contractor returns to the approved schedule.

Deductions will be made for: (1) amounts due the Owner for equipment or material furnished or services rendered; (2) amounts due the Owner under the terms of the Contract; (3) amounts of any claims of lien filed with the Owner; (4) accrued amounts of liquidated damages; (5) amounts required to be deducted by Federal, State or local governmental authorities. From the balance thus determined will be deducted the amounts of all previous payments, and the remainder shall constitute the monthly payment due the Contractor.

A retention of five percent (5%) will be withheld from each and every progress payment to the Contractor. This percentage will remain constant throughout the duration of the Contract. The City shall make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor pursuant to Public Contract Code section 20104.50.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

As provided by paragraph 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract. Substitute securities shall be deposited in a financial institution in a form acceptable to the City of Redlands. The financial institution shall be located within the City limits of the City of Redlands. The Escrow Agreement to be used is set forth in Public Contract Code section 22300.

7-3.3 Delivered Materials. - *Delete and replace with the following:*

No payment will be made for materials or equipment delivered but not yet incorporated in the work.

7-4.2.6 Extras. Without invalidating the Contract, the City may order extra work or make changes by altering, adding or deducting from the work, the Contract sum being adjusted accordingly and the consent of the Surety being first obtained where necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated on the proposal, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the engineer and the price is stated in such order.

7-4.2.7 Claims for Extra Costs. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order by the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of the thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

This section is deleted in its entirety.

SECTION 9 - ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS

9-1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with section 16700 of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this public works agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the Parties.

SECTION 10 - TRENCHING AND EXCAVATION

10-1. If this contract involves digging trenches or other excavations that extend deeper than (4) feet below the surface, the following shall be done pursuant to California Public Contract Code Section 7104:

A. That the Contractor shall promptly and before the following conditions are disturbed, notify the City in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. That the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of work shall issue a change order under the procedures described in the contract.

C. That, in the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertains to the resolution of disputes and protests between the contracting parties.

SECTION 11 - REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

11-1. Pursuant to Government Code Section 4215 et seq, the City shall assume the responsibility between the parties to this contract, for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of the construction project for this contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids.

11-2. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not identified in the plans and specifications with reasonable accuracy and for equipment on the project necessarily identified during such work.

11-3. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City, or the owner of the utility to provide for removal or relocation of such utility facilities.

11.4. The City shall not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be

inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on adjacent to the site of construction, provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the plans and specifications.

11.5. Nothing herein shall preclude the City from pursuing appropriate remedy against the utility for delays which are the responsibility of the utility.

11.6. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the contract plans or specifications, Contractor shall immediately notify the City and the utility in writing.

11.7. The public utility, when it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

11.8. Contractor shall comply with Government Code Section 4216 through 4216.9.

11.9. Conduits from existing street light and traffic signal systems may be encountered during construction of this project. All removals, relocations, and/or replacements of existing conduit systems shall be performed in accordance with these specifications and City standards, by a qualified electrical contractor. All costs for said work shall be borne by the Contractor and paid as a part of the various items of work requiring such removals, relocations, and/or replacements, and no other compensation shall be made therefore.

SECTION 200 - ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.1 General. - *Amend the first paragraph as follows:*
"Materials for use as untreated base or subbase shall be classified in the order of preference as follows:
Crushed Aggregate Base
Crushed Miscellaneous Base
Pulverized Miscellaneous Base."

200-2.4.1 General. - *Delete the second sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.4.2 Grading. - *Amend the first sentence of paragraph 1 as follows:*
"The material shall be uniformly graded and shall conform to the 'fine' gradations:"

200-2.5.1 General. - *Delete the third sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.8.1 General. - *Amend as follows:*
Delete the second sentence of paragraph 1 and replace with the following:
"Pulverized miscellaneous base may contain underlying base material."

Delete the third sentence of paragraph 1 and replace with the following:
"The material shall be free of deleterious material as defined in 200-1.1."

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1.1 General - *Add the following paragraph:*
The Contractor shall furnish the Engineer in the field with a copy of the mix design to be used, and with a legible certified weighmaster's certificate for each load of PCC delivered to the project. PCC delivered to the project site having a water content and/or slump greater than that specified in the mix design, shall be rejected and removed from the project site.

201-1.1.2 Concrete Specified by Class and Alternate Class - *Amend Table 201-1.1.2.(A) as follows:*

Street Surface Improvements section -
All concrete in this section shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

Sewer & Storm Drain Facilities section, Sidehill Surface Drainage Facilities subsection -
All concrete in this subsection shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

201-1.4.3 Transit Mixers. - *Replace the first sentence in paragraph 6 with the following:*
The total elapsed time between addition of water at the batch plant and the completion of the discharge of the PCC from the mixer, shall not exceed ninety (90) minutes. All PCC remaining in the mixer, after said ninety (90) minutes time limit, shall be rejected and removed from the project site.

SECTION 203 - BITUMINOUS MATERIALS

203-3 EMULSIFIED ASPHALT.

203-3.1 General. - *Modify the section by adding the following:*
Asphalt emulsion shall be a QUICKSET ANIONIC OR CATIONIC EMULSIFIED ASPHALT conforming to the requirements of Subsection 203-1.3, "Test Reports and Certification", and Subsection 203-1.2, "Testing Requirements" of the Standard Specifications.

The latex additive shall be Ultra Pave 70 (for anionic) or Ultra Pave 65 K (for cationic) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2.5) parts to one-hundred (100) parts of emulsion by volume.

203-5 SLURRY SEAL.

203-5.1 General. - *Delete the sentence and replace with the following:*
Slurry seal shall be emulsion-aggregate slurry (EAS) conforming to 203-5.4.

203-5.2 Mix Design. - *Modify the section by adding the following:*

(f) Admixtures, such as Portland Cement or aluminum sulfate may be mixed into the slurry material to adjust curing time such that the applied slurry can support vehicular traffic within 60 minutes.

(g) Use of slag shall not be permitted.

(h) Deliveries of aggregate and emulsion shall not be made without the engineer present. Emulsion is not to be transferred to an on-site storage tanker without the sieve test performed by the City.

203-5.3.2 Grading. - *Delete the sentence and replace with the following:*
The combined aggregate gradation shall be determined in accordance with ASTM C136 and conform to Type II requirements shown in Table 203-5.3.2 (A).

203-5.4.1 General. – *Modify the paragraph and replace with the following:*
EAS shall be a stable mixture of emulsified asphalt, aggregate, water, a set control agent, and latex. EAS shall be Type II-CQS-1h-EAS.

203-5.4.2.1 Aggregate. – *Delete the sentence and replace with the following:*
Aggregate shall be Type II conforming to 203-5.3.

203-5.4.2.2 Emulsified Asphalt. – *Modify the first paragraph and replace with the following:*
Emulsified asphalt shall be quick-set, and contain latex. Quick-set emulsified asphalt shall be CQS-1h conforming to 203-3.

203-6 ASPHALT CONCRETE.

203-6.1 General. - *Add the following paragraph:*
Unless otherwise approved by the Engineer, asphalt concrete for paving shall be C2-PG 64-10 (1/2") for finish paving or B-PG 64-10 (3/4") for base paving. Asphalt concrete for Type D1 or Type D2 curb shall be D2 –PG 70-10.

SECTION 206 - MISCELLANEOUS METAL ITEMS

206-7 TRAFFIC SIGNS.

206-7.1 General. The Contractor shall furnish or relocate and erect all traffic signage as required and specified.

All new traffic signage shall be a minimum of the encapsulated lens (high intensity) type, have an anti-graffiti protective covering and be installed on new posts. All traffic signage to be relocated shall be installed on new posts.

206-7.2 Protective Covering. Anti-graffiti protective covering shall be Type 1150-POF, manufactured by 3M Company, or approved equal.

206-7.3 Post and Base. New posts and bases shall be Ultimate Sign Support System as manufactured by Western Highway, or approved equal.

SECTION 207 – GRAVITY PIPE

207-2 REINFORCED CONCRETE PIPE (RCP).

207-2.1 General. - *Add the following sentences to paragraph 2:*
The minimum D-load for any RCP shall be 1,350. The minimum size for RCP shall be 18 inches (457 mm) unless otherwise approved by the Engineer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.4 General. The Contractor shall be responsible for all quality control for all work. The Contractor shall complete all necessary testing to ensure the quality requirements within the specifications are achieved. The Contractor shall conduct the compaction testing by a geotechnical engineering firm and the results of the testing shall be made available to the Engineer.

The City will complete assurance testing throughout the project by an independent testing firm. The City will perform the first compaction test required at any location. If such test does not meet the required specifications, the City will make additional tests until the required compaction is obtained and withhold from the final payment due the Contractor, the cost of all such additional tests. To be acceptable, tests must be ordered and witnessed by the City. Tests will be ordered by the City and performed at a location and depth as directed by the City. The Contractor shall assist the City in performing these tests as necessary. The Contractor shall provide to the City the maximum dry density and the optimum moisture content results of backfill and bedding material when requested by the City.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-4 PAINT FOR STRIPING AND MARKINGS.

214-4.1 General. - *Amend the first sentence in paragraph 4 as follows:*
"Glass beads conforming to 214-3 shall be mechanically applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. - *Amend as follows:*

Amend paragraph 3 as follows:
"The natural ground surface shall be cleared of all vegetable growth, such as trees, logs, upturned stumps, roots of downed trees, brush, grass, weeds, shrubs, ground cover, tree stumps, decorative landscape rocks, edging, railroad ties, other decorative landscape treatments, boulders, rock, portland cement concrete, and all other objectionable materials, within the limits of construction."

Add the following paragraphs:
Grubbing and removal of organic debris shall include the repair and/or replacement of all parkway irrigation piping and systems necessary to perform work on this Contract and capping pipelines until such time that permanent repairs and/or replacements have been made.

All debris removed from the project site under this item shall be disposed of at an approved dump site. All transportation costs and dump fees shall be borne by the Contractor.

Clearing and Grubbing shall include, but is not limited to, the following:

1. Removal of existing AC berms.

2. Removal of all curb and gutter, cross gutters, and spandrels shall be replaced within three (3) calendar days. The Asphalt Concrete patch for areas with curbs and gutters removed and replaced shall be placed within two (2) working days after the curb and gutter, cross gutters, and spandrels are replaced. Removal of all sidewalks shall be replaced within three (3) calendar days.

3. Saw cut and removal of poles, posts, PCC pavements, curb, gutter, and sidewalk. Holes resulting from removal of existing poles and posts from existing PCC, AC pavements and curbs and gutters, shall be filled or patched with like materials. Self-propelled drop hammers will not be allowed for removals.

4. Removal of all raised pavement markers not conforming to the approved plan or conflicting with the proposed striping as shown on the plans in accordance with Subsection 312-3, Removal, of the Standard Specifications.

5. Removal and disposal of boulders, rock or PCC.

6. All trees and shrubs less than 3m (9 ft) directly above the entire sidewalk surface shall be trimmed and removed by the contractor to allow a clear path of travel for pedestrians.

7. Irrigation system relocation:

Any irrigation systems in conflict with the proposed improvements that are removed, damaged, disturbed, or broken shall be modified, repaired, and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials, equal or better than the original materials, with 20 mm (3/4 in) Schedule 40 PVC being the minimum acceptable for underground lines and 13 mm (1/2 in) Schedule 80 being minimum acceptable for risers and with the systems not being out of operation for more than two (2) days. No payment for work associated with the irrigation repair will be released, until all irrigation is complete, operable and accepted by the City.

All trees, shrubbery and lawns deprived of normal irrigation watering due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery or lawns die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations the Contractor shall replace same with the same plant species and size. Existing grass lawns within areas that must be excavated and/or re-graded shall be cut into approximate 305 mm (1 ft) squares, removed, protected, cared for and replaced as soon as possible. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

8. Existing inlets, slotted drains, drainage pipes, concrete gutters, drainage pipes, where any portion of such structure is within 1m of the grading plane in the excavation areas, or within 300 mm (1 ft) of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of accordingly.

9. Removal and disposal of existing drainage inlet structure and PCC or AC apron.

10. The Contractor shall dispose all materials not being salvaged outside of the right-of-way and shall pay for all costs for disposal.

11. Removal and disposal of any abandoned utilities that may interfere with the improvements.

12. Self-propelled drop hammers will not be allowed for removals.

300-1.3.1 General. - *Add the following paragraphs:*
The Contractor shall dispose portland cement concrete, stone rubble, and brick at an approved dump site.

All reprocessed asphaltic cement concrete may be placed as the lower course of crushed aggregate base material. If the Contractor chooses not to reprocess the material, disposal at an approved dump site shall be required. All costs for disposal shall be borne by the Contractor. If the Contractor chooses to reprocess material, it shall be protected and remain contaminate-free, otherwise disposal at an approved dump site will be required with all costs borne by the Contractor.

All reprocessed asphaltic cement concrete to be used as crushed aggregate base shall be ground to conform to Section 200-2.2.

300-1.3.2 (a) Bituminous Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cutting of edges to be joined shall be with a power-driven saw. The groove shall be cut to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"Where bituminous pavement is to be removed, a cold mill header cut of maximum 6 feet (1.8 m) in width perpendicular to the join line shall be made, and a minimum laying depth of 1 inch (25mm) of new pavement material shall be provided at the join line."

Amend the fourth sentence as follows:
"The edges of existing concrete pavement adjacent to the trench shall be saw cut to neat straight lines for the purpose of removing the damaged pavement areas."

Add the following sentence:
Work under this item shall include asphalt concrete berms.

300-1.3.2 (b) Concrete Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cuts shall be made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"If a saw cut in concrete pavement falls within 5 feet (1.5 m) of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge."

300-1.3.2 (c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways and Alley Intersections. - *Amend the following:*
Amend the first sentence as follows:
"Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"No section to be replaced shall be smaller than 36 inches (1 m) in either length or width."

Amend the fourth sentence as follows:
"If the saw cut in sidewalk or driveway would fall within 36 inches (914 mm) of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches (300mm) of a score mark, the saw cut shall be made in and along the score mark."

Amend the fifth sentence as follows:
"curb and gutter shall be sawed to a depth of 4 inches (102 mm) on a neat line at right angles to the curb face."

300-1.3.2 (d) Striping and Markings. All existing striping, markings and raised pavement markers shown to be removed or necessary to be removed from paving areas. This item includes removal in compliance with applicable laws and cleanup of residue from the operation.

All striping, markings and raised pavement markers removed beyond the limits shown on the plans for and/or at the convenience of the Contractor shall be replaced at the Contractor's expense.

300-1.3.2 (e) Structures. All existing concrete structures (reinforced or non-reinforced) as shown on the plans to be removed or abandoned, including but not limited to, undersidewalk drains, manholes, headwalls, bulkheads, drop inlet structures, energy dissipaters, catch basins, vaults and pipelines. Abandonment shall include all cuts and concrete plugs necessary to seal ends or openings of abandoned pipes or structures.

300-1.3.2 (f) Rock Curbs. All rock from rock curb removals, as shown on the plans or required for construction of the project, shall be transported, delivered and unloaded at a storage site as directed by the Engineer.

300-1.3.2 (g) Miscellaneous Removals. All other removals of facilities, as shown on the plans but not covered under separate bid items, and any underground facilities found during the work and not shown on the plans shall be performed. The City has endeavored to show all known underground facilities but is not responsible for unknown or abandoned facilities. Unknown underground facilities shall be paid as extra work.

300-1.3.2 (h) Miscellaneous Relocations. All relocation work as shown on the plans or required for construction of the project, but not covered under separate bid items, shall be included as a part of Subsection 300-1 Clearing and Grubbing. All relocation work performed as a part of clearing and grubbing work shall conform to the requirements and specifications of the agency or utility having jurisdiction over the item to be relocated.

300-1.4 Payment. - *Add the following sentence to paragraph 1:*
Payment for work on this item shall be made as a percentage of the work completed at each monthly payment.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2.2 Wet Material. - *Amend the second sentence of the paragraph:*
"If such high moisture content is not the result of any action on the part of the Contractor, or inaction in protecting the work during the course of the contract, the work involved will be paid for in the following manner: Over-excavation and disposal work shall be considered "extra work," with backfill and compaction of crushed aggregate base paid under the appropriate bid item in these specifications."

300-12 MISCELLAENOUS GRADING. The parkway, whether landscaping exists or not, shall be graded and compacted to achieve drainage towards the street at a slope of 2%. Grading shall be coordinated such that it is the last item of work to be completed, prior to site clean-up. Loose

material and dirt shall be raked, compacted and distributed throughout the parkway area. Areas adjacent to installed improvements must be graded to a level within one inch from the finished surface. Extra dirt/fill shall be removed from the project in accordance with Specifications.

The Contractor, at his expense shall photo-document pre-construction conditions prior to starting excavating. After construction is completed, the Contractor shall photo-document the finished grade. The Contractor shall provide the City with said photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc). The Contractor shall keep a copy of the photos (either electronically or hard copy) and provide the City with electronic copies of the photos.

SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction. - *Amend the second sentence of paragraph 1 as follows:*
"When base material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches (150mm) of such subgrade material shall be compacted to a relative compaction of 95 percent."

301-2.1 General. – *Add the following paragraphs:*
The contractor shall use 'crushed aggregate base' or 'crushed miscellaneous base, fine graded' as the base material. The use of 'processed miscellaneous base,' 'select subbase,' or 'disintegrated granite' shall not be used as base material.

The contractor may use 'pulverized miscellaneous base' (grindings) as part of the crushed base material. Said grindings shall be uncontaminated and placed in an even thickness as the lower course of crushed base material. Spreading and compacting shall comply with Sections 301-2.2 and 301-2.3.

301-2.3 Compacting. – *Amend the second sentence of paragraph 3 as follows:*
"Compaction in the excepted areas shall be as specified in 211-1 with each layer of compacted base material having a minimum relative compaction of 95 percent."

301-2.4 Measurement and Payment. – *Add the following paragraph:*
Payment shall be made for cold-planing, storing, placing, and compacting reprocessed asphalt concrete pavement (grindings) as part of the crushed aggregate base (CAB) material. The volume of grindings placed shall be figured and a tonnage figure computed using 9.35 kg/m^3 (150 pounds per cubic foot). This tonnage figure shall be paid as part of the crushed aggregate base tonnage for this project.

301-7 FULL DEPTH RECLAMATION WITH MECHANICAL STABILIZATION (FDR-25)

301-7.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 25 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

301-7.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of roots, weeds, wood, and construction debris. All grass and other vegetation shall be removed from the edge of the exiting pavement or lip of gutter pan to prevent contamination of the pulverized bituminous material during the milling operation.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-7.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
    4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
    4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final subgrade surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized asphalt material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus

material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-7.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture prior to shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

301-7.5 Finishing. The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

301-8 FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION (FDR-200)

301-8.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 200 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present, and adding cement. Micro-cracking of the completed cement stabilized surface is required before HMA is to be placed directly on top of the cement treated surface, regardless of the AC thickness. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

The cement content must be 2% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 6” FDR section. The cement content must be 3% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 9” FDR section. The cement content must be 4% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 12” FDR section. Cement must be Type II or Type V Portland cement specified in ASTM C 150/150M.

301-8.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of grass and vegetation, and construction debris to prevent contamination of the pulverized materials. Mixing shall continue until, and at the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials are achieved.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications. Excess pulverized material shall consist of non-treated well mixed pulverized AC pavement and subgrade.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-8.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
    4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
    4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final pavement surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all the pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-8.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture before shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

Recycling shall be performed to the depth provided in the plans, while incorporating stabilizing agents, mineral filler, additional aggregate and water. Mixing shall continue until, and the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials is achieved. Pre-cutting, grading and light compacting of the recycled material shall be performed prior to incorporation of the stabilizing. Spread cement uniformly over the full roadway surface width. Do not spread cement more than 30 minutes before mixing. Do not apply dry cement in windy conditions that will result in dust outside the FDR with cement area. The application rate must be the mix design rate or the ordered application rate in lb/sq yd ± 0.5 percent. The application rate of all stabilizing agents shall be continuously monitored. If the measured application rate falls outside the above tolerance, then the recycling operations shall be stopped and corrected before proceeding. Do not spread cement and aggregate before pulverizing.

Water must be injected through the pulverizing machine. The injection rate of mixing water must be sufficient to produce the FDR with cement material mixing moisture content. The water content of the stabilized material shall be monitored closely to ensure proper compaction. Mark where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark. Before compacting, remove solids larger than 3 inches in any dimension by hand.

Immediately after pulverizing and mixing, compact FDR with cement to the minimum relative compaction. Do not allow more than 2 hours between final mixing of the pulverized material with cement and completion of initial compaction before trimming. During grading and final compaction add water to maintain the mixing moisture content as described in the mix design. Do not allow more than 2 hours to elapse from the time water is added to the aggregate and cement to completion of final compaction after trimming.

Longitudinal joints between adjacent stabilization passes shall be overlapped at least 4 inches. Transverse joints between the recycling process shall be saw-cut, if necessary, to provide a vertical clean face to ensure proper compaction. Compaction of cementitious stabilizer begins within 20 minutes after mixing and achieving gradation and moisture requirements.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent FDR with cement.

301-8.5 Finishing. Once the entire working width (full lane width plus effected shoulder width) has been stabilized, and only after primary compaction has been completed, the entire working width shall be graded to the required profile and cross-slope. Disturbance to the stabilized and primary compacted material shall be kept to a minimum during this grading and shaping operation.

The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Immediately after compaction, apply water and roll with no vibration. The finished surface must be free of ruts, bump, indentations, segregation, raveling, and any loose material.

The completed cement treated subgrade shall be moist cured continuously until it is in a firm and unyielding condition. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. Moisture curing shall be the only method of curing prior to micro-cracking.

Micro-cracking shall be performed with several vibratory roller passes 48 to 72 hours after finish grading to prevent severe, wide cracks from forming thus reduces the potential for reflective cracking through the HMA layer. Micro-cracking shall be performed before the application of asphaltic emulsion curing seal. After micro-cracking is complete additional moisture curing may be used. Any additional water required to achieve maximum density shall be applied by spraying the surface of the stabilized material with light applications. Care shall be taken so as not to over-apply additional water to any areas of the stabilized material.

While open to traffic and before placing HMA, maintain the FDR with cement surface free of ruts, bumps, indentations, raveling, and segregation. If FDR with cement material is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

Asphaltic emulsion curing seal must be applied on the completed cement treated base immediately before placing HMA. Asphaltic emulsion curing seal must comply with Caltrans Standard Section 94, Grade SS1 or CSS1. Dilute and thoroughly mix asphaltic emulsion for curing seal at a ratio of 1 part water to 1 part asphaltic emulsion. The water must no cause premature separation of the emulsion. Uniformly apply the diluted curing seal at a rate of 0.1 gal/yd2 of cement treated base surface.

SECTION 302 - ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING.

302-4.3.1 General. – *Add the following paragraphs:*

All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weigh master's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall provide a drive upon scale at the project site or an alternate site approved by the City. The drive on scale shall show the net weight of the aggregate bin on each slurry machine before the machine and product will be approved for applying slurry on the project.

All slurry machines are to carry, at all times, a calibrated emulsion measuring stick. The emulsion measuring stick is to be calibrated in 10-gallon increments to the slurry machine it is used on. Emulsion measuring sticks from other slurry machines will not be allowed to measure the gallons of emulsions on the slurry machines they were not calibrated to. The emulsion measuring stick is to have the slurry machine number or identification permanently marked on the stick. The gallons of emulsion are to be measured with a calibrated emulsion measuring stick and recorded before leaving and after returning to materials site. Use of a slurry machine will not be allowed if it does not have a calibrated emulsion measuring stick.

The Contractor shall furnish prior commencing work, a calibrated stick in 10-gallon increments to measure the oil in the trailer storage tanks in gallons. The measuring stick shall be calibrated to the trailer storage tank it is used on. The inspector shall check the oil in each load "in and out" and in the storage tanks at the beginning and end of each day to determine the amount of emulsion used for that day. Emulsion is not to be transferred from delivery tank to on-site storage tank before the City performs the sieve analysis on the emulsion. Aggregate used in the slurry shall not exceed a moisture content of four percent (4%) by weight of dry aggregate.

Contractor may not schedule more than 150 tons of slurry to be placed per day. Slurry may not be applied at more than 150 feet per minute.

The Contractor shall provide a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system. The Contractor shall roll the required streets the same day they are slurried. The Contractor will be responsible for proper scheduling of the work such that the rolling can be properly done within the given time constraint. Failure to comply shall result in a $250.00/calendar day liquidated damage being assessed per incident. The cost of furnishing the roller and operator shall be included in the price paid for slurry seal.

The Contractor is hereby advised that City streets, parking lots, or other City-approved property will not be allowed as a site for stockpiling and batching. Arrangements for an acceptable site shall be the sole responsibility of the Contractor.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall be adjusted to the field conditions of the raveling. If raveling continues within two (2) weeks of the initial placement, the street shall be swept and reslurried with a Type I mixtures (Local Streets) or a Type II (Arterial/Collector Streets) at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least fourteen (14) calendar days prior to slurrying. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to slurrying. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for slurry seal.

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal. Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches. Use a material, such as building paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the material after use. Use hand tools to remove spillage.

Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore. The Contractor shall supply the City with licensed weighmaster's certificates of weight for all delivered aggregates to the job during the course of each day. Aggregate shall be delivered to the project only in the presence of a City representative. The Contractor shall also present weighmaster certificates for the amount of such aggregate remaining at the completion of the project at no cost to the City. Payment shall be determined by the amount that is physically placed, which cannot exceed the amount that is delivered to the job site with the certified weighmaster tickets. There shall be not outside work done utilizing materials from the tanks or stockpiles stored for the City's Contract.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The Contactor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the City.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

302-4.8 Spreading and Application. - *Add the following paragraphs:*
Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind or sandblast completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is

necessary to provide a good bonding surface for the slurry seal, as well as eliminate "ghosting" of the old striping and markings as the new slurry wears off over time.

It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at their own expense, to provide for and protect the work from such water. In addition, the Contactor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.

Slurry shall not be applied when the atmospheric temperature is less than 65°F (18°C).

The application of slurry shall not commence until after 8:00 a.m., and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

Each slurry crew shall be composed, at a minimum, of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, two squeegee men, and sufficient laborers for any handiwork and cleanup.

Surface oil and grease shall be removed or sealed with shellac or an equivalent material approved by the City before the application of the slurry seal. Full compensation for surface oil and grease removal shall be considered as included in the unit cost for slurry seal.

The Contractor shall roll all cul-de-sacs (the last 250' minimum), the last 250' of dead-end streets and knuckle curves. Full compensation for rolling the slurry shall be considered as include in the unit cost for slurry seal.

During slurry seal operations, it shall be the Contractor's responsibility to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, pavement markers (reflective and non-reflective), concrete gutters, concrete cross gutters, and drainage facilities, survey monuments and remove said covering and/for slurry seal coating after slurry sealing has been completed.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

302-4.8.1 Crack Sealing and Filling. Crack sealing shall be performed prior to the Slurry Seal application. Pavement cracks 1/4" wide and larger shall be sealed. Pavement cracks 1/8" to 1" wide shall be cleared of all loose particles of dust, dirt and laitance with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out as necessary to provide a reservoir for the sealer that will have a depth of l" to 1 1/2".

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. - *Add the following paragraphs:*
Asphalt concrete pavement structural sections equal to or greater than 3 inches (76 mm) in thickness shall be installed in two lifts. Base course aggregate material size shall be ¾ inch (19 mm) and cap course aggregate material size shall be ½ inch (13 mm). All pavement shall be placed over 4 inches of crushed aggregate base, unless compacted to 95% relative compaction.

All valves within project limits in the public right-of-way shall be raised to finish grade as a part of this work. The Contractor shall furnish and install new can or slip can materials as necessary. If new water valve lids are necessary, they shall be supplied by the Municipal Utilities and Engineering Department. All valve can lids within the project limits in the public right-of-way shall be painted the appropriate color for the utility they represent (ie. Water - Blue, Gas - Yellow, Fire – Red, etc.).

302-5.2 Timeline of Paving Operations.
All paving operations shall follow the timeline and requirements shown below unless otherwise approved by the City:

PAVING TIMELINE				
DESCRIPTION OF WORK	**TIME PERIOD**			
	WEEK 1 (DAY 1-7)	**WEEK 2 (DAY 8-14)**	**WEEK 3 (DAY 15-21)**	**WEEK 4 (DAY 22-28)**
PAVING (START TO FINISH) (1)	■	■		
CURE PERIOD (2)			■	
MANHOLE ADJUST TO GRADE (3)				■
STRIPING & PAVEMENT MARKINGS (4)				■
TRAFFIC LOOPS (5)				■
NO PARKING SIGNS ALLOWED (6)	■	■		■

Note: All time periods shown above are the maximum amount of allowable time for each activity. This timeline does not apply to the installation or repair of curb and gutter, ac dikes, sidewalks, cross gutters, curb ramps, driveway approaches or truncated domes.

(1) In no case shall any street segment remain unpaved longer than three calendar days if no other work activity is being performed on that street segment. Any deviation from the timeline shall result in a penalty assessment of $1,000 per calendar day.
(2) No work except cat tracking of proposed striping is allowed during this period; therefore "No Parking Signs" shall not be installed during this activity.
(3) Once each manhole is exposed, all associated work to adjust it to grade must be completed within 48 hours. This shall include all adjustments of manholes, vaults, valve cans, etc. as required by the Contract.
(4) All cat tracking and approval of proposed striping shall occur during the cure period.
(5) Traffic loops must be installed after the approval of striping layout and prior to the installation of thermoplastic striping and pavement markings.
(6) "No Parking Signs" shall be installed per Section 7-19 of these specifications.

302-5.4 Tack Coat. – *Delete and replace with the following:*
If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of High Performance Seal (HPS) No-Track Tack at an approximate rate of 0.05 gallon per square yard shall be uniformly applied upon the existing pavement preceding the

placement of asphalt concrete. The surface shall be free of water, foreign material, or dust when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Engineer.

302-5.5 Distribution and Spreading. – *Add the following:*
Unless otherwise permitted by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widening, turnouts, left-turn pockets, and other such areas, shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes are changed, the top layer for the through lanes shall be paved first. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed or unless directed by the Engineer.

All screed extensions for paving machines shall be provided with a tamper, roller, or other suitable compacting devices.

Asphalt pavers shall be equipped with automatic screed controls and a sensing device or devices. Automatic grade and slope control shall be used for overlays.

All joints shall be sealed after rolling.

When placing asphalt concrete to the lines and grades noted in the plans or as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 ft. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 ft long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 ft. tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting the next day's work.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection 302-5.6.2 - Density and Smoothness, of the Standard Specifications, the paving operation shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. A drop-off of more than 0.15 ft will not be allowed at anytime between adjacent lanes open to public traffic.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 ft. nor less than 5 ft. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

302-5.6.1 General. - *Add the following paragraph:*
All asphalt concrete pavement abutting portland cement concrete gutters shall match and be flush with the gutter lip when finish rolling is complete.

302-5.6.2 – Density and Smoothness. *– Delete and replace with the following:*
The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The finished surface shall meet the following smoothness criteria:

- When a 12 foot long straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade,
- When a 12 foot long straightedge is laid on the finished surface perpendicular to the centerline of the roadway and extends from edge to edge of a traffic lane, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade.

If the top layer of pavement does not comply with the smoothness specifications shown, remove and replace the entire section or complete a grind and overlay of 1.5 inches or 3 times the aggregate size, whichever is greater. Grind and overlay will be considered as a repair method only when the thickness of the asphalt pavement section is greater than 1.5 inches following the required grinding. Corrected section shall be rectangular to the nearest pavement edge or lane line and to a crosswalk, concrete spandrel or other limits approved by the City. Do not begin corrective actions until the method and limit of correction is authorized by the City. If the tolerances cannot be achieved by the methods described above, the contractor must re-pave the street section, in kind, at their own expenses.

The compaction after rolling shall be a minimum of 91 percent and a maximum of 97 percent of the density obtained on samples compacted with the California Kneading Compactor per California Test 304. Cores will be taken randomly by the City for laboratory testing per California Test 308, Method A at a frequency of three per lot. A lot shall consist of a maximum of 3,000 square yards of asphalt concrete and will be identified in the field by the City. The cores will be averaged to determine the percent of maximum theoretical density, as determined by ASTM D-2041, per lot to the nearest tenth of a percent.

Reduced payment factors for percent of maximum theoretical density will be per the following table, and will be applied to the entire lot sampled.

Reduced Payment Factors for Percent of Maximum Theoretical Density

Asphalt Concrete percent of maximum theoretical density	Reduced payment factor	Asphalt Concrete percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

In addition to the reduced payment factors below, all costs associated with the testing of the lot which resulted in values outside of the 91-97 percent range, will be withheld from the final payment due to the Contractor.

Following completion of the testing by the City, the core locations within the asphalt pavement shall be repaired by the Contractor.

302-5.6.3 Tracking. All areas receiving asphalt pavement shall be protected from tracking onto adjacent areas. Do not allow traffic on new asphalt pavement until its mid-depth temperature is below 140º Fahrenheit to minimize the tracking.

A rock dust blotter coat per Section 302-9.7 or a sand coat at a rate of 1-2 pounds per square yard shall be applied to the compacted surface for all areas where tracking is a concern. The application of tracking prevention measures shall be determined by the Contractor.

A haul route for all paving operations shall be reviewed and approved by the City prior to the start of any construction activity. No deviations from the approved haul route shall occur unless approved in writing from the City.

All tracking onto adjacent streets, striping or pavement markings shall be the responsibility of the Contractor. All striping and pavement markings shall be removed and replaced in kind by sandblasting. All tracking onto roadway surfaces may require the use of a street sweeper to the satisfaction of the City.

302-5.7 Joints. – *Add the following:*
Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected. Longitudinal and transverse joints shall be tested with a 12' straightedge and shall be cut back as required to conform to the provisions in Subsection 302-5.6.2 Density and Smoothness for surface smoothness. Connections to existing surfacing shall be feathered to conform to the provisions for smoothness.

Longitudinal joints in the top layer shall correspond with the edges of proposed lane striping. Longitudinal joints in all other layers shall be offset not less than 0.5' alternately each side of the edges of traffic lanes.

All feathered joints shall be sealed after rolling.

302-5.9 Measurement and Payment. – *Add the following:*
Reduced payment factors per 302-5.6.2 will be applied to the Contract Unit Price for lots with a Maximum Theoretical Density less than 91.0 and greater than 97.0 percent.

302-5.10 Hot Asphalt Leveling Course. Areas to receive the Hot Asphalt Concrete Leveling Course shall be determined and defined by the project manager and inspector, and identified to the Contractor in the field. Mix for hot Asphalt Concrete Leveling Course shall be 1/2 inch aggregate, C2, as defined in Section 203-6.4.3.

Areas to receive hot asphalt concrete leveling course shall be areas located near or adjacent to existing curbs and/or gutters that are potholed, or have the lip of gutter higher than the adjacent roadway. Potholes, large cracks, or ruts shall be filled to the surrounding grade elevation and compacted. Hot Asphalt Concrete Leveling Course shall be completed prior to the placement of Type II Slurry Seal, ARAM or resurfacing.

Prior to placement of asphalt concrete, the surface shall be cleaned and all debris and deleterious materials shall be removed. A tack coat meeting the material and application requirements of Section 302-5.4 Tack Coat, shall be applied prior to placement of hot mix asphalt concrete.

302-5.11 Asphalt Pavement Crack Sealing and Filling. Crack sealing shall only be performed as a repair method for conventional hot mix asphalt pavement (HMA) and not installed at project locations which will have asphalt rubber hot mix (ARHM) used as the overlay material. Crack sealing shall be performed after milling of existing asphalt surface and prior to any leveling course, if necessary.

Right after milling of existing asphalt and before crack sealing or filling, Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least seven (7) calendar days prior to paving. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to paving. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for paving.

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General. - *Delete the first sentence of paragraph 1 and replace with the following:*
"Concrete bridges, culverts, catch basins, retaining walls, abutments, piers, footings, foundations, drainage inlets, head walls, end walls, wing walls, junction structures, transition structures,

manholes, and other similar types of portland cement concrete structures shall be constructed to the lines and grades in conformity with the Plans and Specifications.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. - *Replace the last paragraph with the following:*
No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

The Contractor shall barricade and protect placed PCC from all damage, marks, mars, and/or graffiti. Any PCC damaged, defaced, discolored, or defective shall be replaced at the Contractor's expense.

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

303-5.1.2 Drainage Outlets Through Curb. - *Add the following paragraph*:
Coring shall be required for all drains through existing curbs.

303-5.1.3 Driveway Entrances. – *Replace the last paragraph with the following:*
Driveway approaches where required, shall be 150 mm (6") thick for single-family residential area, and 200 mm (8") thick for commercial driveway approaches.

303-5.1.4 Walk. The back of sidewalk shall be 2 inches from the street Right-of-Way line unless otherwise specified by the Engineer.

Included in the price of sidewalk construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City’s right-of-way at all times.

303-5.1.5 Access Ramps. Construction of curb ramps shall conform to the Type and Case appropriate for the condition, as specified on the plans and as shown within the 2012 Standard Plans for Public Works Construction, Plan 111-5. The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum slope indicated on the plans or Standard Plan 111-5. The maximum slope for the ramp shall not be exceeded unless otherwise approved in

writing by the Engineer. The Contractor shall remove and replace access ramps deemed non-compliant with the plans or Standard Plan 111-5.

For proposed locations adjacent to a cross gutter spandrel, sawcuts along the radius of the curb will not be allowed. The spandrel shall be replaced from expansion joint to expansion joint to the extents of the curb removal. For proposed locations adjacent to curb and gutter, sawcuts along the flowline of the curb will not be allowed. The entire curb and gutter shall be replaced from expansion joint to expansion joint as required. Sawcuts at locations other than the expansion joint will not be allowed unless approved by the Engineer. Curb cuts of the existing curb will not be permitted for installation of proposed ramp. Any deviation from these requirements will result in rejection of all work at this location and shall not be included in progress payment requests until corrected, per direction from the Engineer.

The Contractor shall verify the extents of sawcut and removal for each access ramp taking into account the maximum slope and transition area required. It shall be the Contractor's responsibility to identify required removal limits, set concrete forms and verify maximum slopes are not exceeded. The Engineer shall be present to verify the concrete forms prior to the placement of the concrete at each location, however this does not alleviate the responsibility of the accuracy of forms or slopes of the access ramp from the Contractor.

Included in the price of access ramps are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished ramp surface, as a result of grade differentials from existing ground surface to proposed ramp surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Access Ramps shall have truncated domes installed in accordance with standard plans and specifications. Truncated domes on new access ramps shall be Armor-Tile, Cast in Place System, or approved equal. Truncated domes installed on existing surfaces shall be Safety Sted TD, or approved equal. Truncated dome panels shall be 36"x48", inline configuration, with a spacing of 2.35" on center, and Federal Yellow in color.

The access ramp work shall include all related adjustments of pull boxes, pull box covers, signs, and protection of any underground utilities within the work area. The removal and replacement of up to 5 linear feet of sidewalk on each side of the access ramp shall be included within the cost of the access ramp. The removal and replacement of the sidewalk will allow for transition from the top of ramp to adjacent sidewalk and will be utilized as necessary.

303-5.4.3 Weakened Plane Joints, (a) General. - *Add the following paragraph:*
All weakened plane joints shall be spaced at a maximum of 3.05 m (10') feet for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

303-5.5.2 Curb. - *Replace the first paragraph with the following:*

PCC for curb and gutter shall be placed within three working days from removal of the existing PCC curb and gutter. The curb and gutter surface shall not vary more than 3 mm (0.01') from a 3 m (10') straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 3 m (10') in length, and operated longitudinally over the surface of the concrete. Form clamps shall be constructed so as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1) hour, nor more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and face of the finished curb shall be true and straight, and top surface of curbs shall be of uniform width, free from humps, sags, blemishes, or other irregularities.

303-5.5.3 Walk. - *Add the following paragraphs:*
The sidewalk surface shall not vary more than 5 mm (0.02') from the 3m (10') straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 100 mm (4") thick, except at driveways where the sidewalks shall be a minimum of 150 mm (6") thick for single family residential areas and 200 mm (8") thick for all other areas.

303-5.6 Curing. - *Add the following paragraph:*
Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4 Concrete Curing Compound, of the Standard Specifications.

303-5.7 Repairs and Replacements. - *Add the following paragraphs:*
In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

303-5.8 Backfilling and Cleanup. - *Add the following paragraph:*
A minimum of 300mm (12”) wide full depth asphalt concrete pavement repair patch and an 450mm (18”) wide 1-1/2” deep grind outside of the trench width is required when cross gutter, spandrel, driveways, curb and gutter is placed adjacent to existing asphalt concrete pavement. The asphalt concrete pavement repair patch shall be placed within two (2) working days after the cross gutters, spandrels, driveways, curb and gutter are replaced. The asphalt concrete pavement shall be sawcut. All work shall be in accordance with the General Permit Conditions and Trench Specifications, latest edition.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE.

304-3.4 Measurement and Payment. - *Delete paragraph 1 and replace with:*
Chain link fence will be measured along the horizontal projection line of the completed fence, deducting the widths of gates and openings.

SECTION 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

A. CONFINED WORKING AREA

1. The work occurs in an enclosed channel with ceiling heights ranging from 5.5'-8.5'. Note that some construction activities may need special planning to complete due to the confined space.

B. UNHOUSED PERSONS ENCOUNTERS

1. Before beginning work each day, if any unhoused people are encountered, please contact the City's Homeless Solutions Coordinator at (909) 761-5196.

2. A police escort will be available if needed upon site investigation.

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 Mission Zanja Channel Improvements 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
Mission Zanja Channel Improvements Plan	2
Channel Structure Dimensions	3
Arched Channel Repair and Preparation	4
Semi-Circular Channel Repair and Preparation	5
Trapezoidal Channel Repair and Preparation	6

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 Mission Zanja Channel Improvements Plan as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of furnishing and installing all concrete, formwork, epoxy products, surface preparation for epoxy coating, identifying areas of concrete repair, concrete repair products, 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 shoring, sloping, and backfilling including select imported material or select native material); compacting; protecting in place or removing and replacing all existing utilities, trees, and public and private improvements; replacing all asphalt concrete pavement including asphalt concrete overlays; replacing destroyed survey monuments; disposing of excess soil and rock material and restoring all areas and improvements to pre-construction conditions.

2. The Contractor shall, upon completion of the pipeline construction and appurtenances required herein, initially operate all components of the Contract Work furnished and installed by Contractor, and make any additional adjustments,

corrections, repairs, replacements, and reconstructions necessary to provide the City with complete, correctly operating pipeline and appurtenances.

END OF SECTION

SECTION 01200 MEASUREMENT AND PAYMENT

A. Work Listed in the Schedule of Work Items

1. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

2. A retention of five percent (5%) of the value of work completed will be withheld from progress payments. This retention amount will remain constant throughout the contract period, and will not be payable until the expiration of thirty-five (35) days after the recordation of the Notice of Completion.

B. Work Not Listed in the Schedule of Work Items

The General Conditions and items in the Special Provisions, general requirements, and specifications which are not listed in the schedule of work items of the bid form are, in general, applicable to more than one listed work item, and no separate work item is provided therefore. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the bid form.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the bid form, include the cost for that work in some related bid item so that the proposal for the project reflects the total cost for completing the work in its entirety.

The Contractor may experience difficulty in excavation due to rock or unsuitable backfill material throughout the project locations. It shall be the Contractor's responsibility to identify these areas and account for difficulty in excavation, the need to export rock or unsuitable backfill material and the need to import suitable backfill material. There will not be additional contract time or additional compensation for any project locations where any of these circumstances occur.

C. Bid Items

1. Mobilization, Bid Item 1

Payment for Mobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01721. The bid price shall include, but not limited to, preliminary construction schedule, bonds, insurance, installation and relocation of information signs, shop drawings, catalog submittals and shall constitute full compensation for all labor, material, equipment and incidentals required.

Payment for project mobilization shall be made at the time of the first progress payment if all items noted within Section 01721 are completed. The bid price for mobilization shall not exceed 5 percent of the Bid Schedule total price.

2. Erosion Control Plan, Bid Item 2

Payment for Erosion Control Plan shall be made at the contract lump sum price and shall constitute full compensation for preparation and approval, and shall include all labor and incidentals noted within Section 01572.

Payment for the erosion control plan shall be made based on the percentage of project completion to ensure compliance with all requirements. The completeness shall be determined by the Engineer and updated on progress payments.

3. Clearing and Grubbing, Bid Item 3

Item includes but is not limited to clearing, grubbing, and removal of all material and debris.

Payment for site clearing work will be at the lump sum price for clearing and grubbing. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for all site clearing as specified herein.

4. Epoxy Coating – Trapezoidal Channel Section, Bid Item 4

Payment for Epoxy Coating shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment, and incidentals required to furnish and install all items noted within on Sheet 2 and detailed on Sheet 6 of the plan set.

The price shall include, but not be limited to all surface preparation of the channel for epoxy placement, removal of wood slats, blasting steel beams and supports, protection of work area, cleaning, and all items noted on the plans.

5. Epoxy Coating – Semi-Circular and Arched Channel Section, Bid Item 5

Payment for Epoxy Coating shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install all items noted within Sheet 2, and detailed on Sheet 4 and 5 of the plan set.

The price shall include, but not be limited to all surface preparation of the channel for epoxy placement, blasting, protection of work area, cleaning, and all items noted on the plans.

6. Concrete Walls/Ceiling Repair, Bid Item 6

Payment for Concrete Walls/Ceiling Repair shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment, and incidentals required to furnish and install the concrete repair product in place per the plans and specifications.

The contractor must identify all areas in need of repair. For Concrete Walls/Ceiling Repair work to be approved for payment, the Contractor shall photo document the repair areas as described within the "Concrete Repair and Epoxy Coating Notes" on Sheet 2 of the plan set.

The price shall include, but not limited to, all work described within the "Concrete Repair and Epoxy Coating Notes" on Sheet 2 of the plan set, any referenced technical guidelines, and shall constitute full compensation for all labor, material, equipment and incidentals required. This item may not be spent entirely.

7. Concrete Floor Repair, Bid Item 7

Payment for Concrete Floor Repair shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment, and incidentals required to furnish and install the concrete repair product in place per the plans and specifications.

The contractor must identify all areas that area in need of repair. For Concrete Floor Repair work to be approved for payment, the Contractor shall photo document the repair areas as described within the "Concrete Repair and Epoxy Coating Notes" on Sheet 2 of the plan set.

The price shall include, but not limited to, all work described within the "Concrete Repair Notes" on Sheet 2 of the plan set, any referenced technical guidelines, water diversion, and shall constitute full compensation for all labor, material, equipment and incidentals required. This item may not be spent entirely.

8. Clean, Fill, & Grout Storm Drain Lateral, Bid Item 8

Payment for Clean, Fill, & Grout Storm Drain Lateral shall be per the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install all items.

The price shall include, but not be limited to all required storm drain investigations, removal/disposal of existing debris, fill, grout, and protection of work area.

9. Demobilization, Bid Item 9

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**

SECTION 01254 CHANGE ORDERS

PART ONE -- GENERAL

1.1 REQUIREMENTS

Payment to the Contractor, or credit to the City, for any change, addition, deletion or extra to the Work, or settlement of any Claim, covered by any Change Order, shall be determined by the methods set forth herein. The Engineer may change the Plans and Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and the City, which shall be executed by a Change Order.

Unless otherwise stipulated, "Unit Prices" include all costs necessary to furnish, install and complete the Work. The "Unit Prices" include all direct costs for labor, equipment and materials, all insurance and bond costs, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but is not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax.

A. Unit Prices

Unit prices stipulated in the Bid or itemized in the approved Schedule of Values shall be utilized, where they are applicable and determined reasonable by the Engineer. In the event that the Change Order results in a change in the original quantity of more than twenty-five percent (25%), either increase or decrease, then either the Engineer or the Contractor may request a review of the unit price to determine if a new unit price shall be mutually determined by negotiation. Any new unit price mutually determined under this Subsection shall only apply to the units in excess of one hundred twenty five percent (125%) of the original quantity for overruns. In case of underruns, the unit price stipulated in the Bid shall be applied to the first twenty-five percent (25%) of the actual quantity of work performed and the new mutually determined price shall be applied to the quantity between twenty-five percent (25%) and seventy-five percent (75%) of the original quantity.

Renegotiated unit prices or unit prices for new items added to the Contract by Change Order shall be determined in accordance with Subsections B through G. Whether stipulated in the Bid, itemized in the approved Schedule of Values or renegotiated, the unit prices used for payment constitute the total adjustment with no further costs owed for overhead, impact, profit, delay or impact to unchanged portions of the Contract, or any other reason. The unit price shall be full and final compensation as described in Subsection D.

The cost proposals for renegotiated unit prices shall be presented in accordance with the provisions of Subsections B through G. Should any Bid Item be deleted in its entirety, the amount bid for that bid item shall be subtracted from the total Contract amount. The Contractor shall be paid only for the actual cost incurred prior to the notification of such deletion for that Bid Item.

B. Lump Sum

The Engineer and the Contractor may mutually determine a total sum for the Extra Work. The Contractor shall summarize the total cost and furnish a breakdown of the proposed lump sum costs satisfactory to the Engineer in accordance with Subsections B through G. Such lump sum costs shall be full and final compensation as described in Subsection D. The Contractor's quotation shall conform to the requirements of Section 01251- Change Order Requests, and be submitted in the Change Order Cost Summary Form provided (see Attachment 01251-A1). The Change Order Cost Summary Form cannot be used to nullify or supercede any specification or contractual provision.

If the method or amount of payment cannot be agreed prior to performing the Extra Work, the Engineer may unilaterally issue a Change Order in the amount determined reasonable by the Engineer for the Extra Work and direct the Contractor to proceed immediately. The Engineer also has the option to issue a Change Order directing the Work be done on a Time and Materials basis with the Contractor providing all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. Estimates for lump sum quotations and accounting for Time and Materials work shall be limited to direct expenditures necessitated specifically by the subject Extra Work, and shall be segregated as follows:

1. Labor, up to and including working general foremen, who are directly assigned to the Extra Work. Employees identified as superintendents or non-working general foremen shall not be charged as labor on Extra Work. The labor costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance or any other insurance costs). A detailed breakdown of those

subcomponents of labor costs, by all crafts shall be submitted to the Engineer, by the Contractor and all Subcontractors, for approval, as part of the documentation of labor costs, within ten (10) working days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the Engineer.

The labor cost is not allowed to be increased by using labor classifications with paygrades higher than necessary to accomplish the Work.

2. Materials: The cost of materials used in performing the Extra Work will be the cost, including sales tax and freight, to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:

   a. Cash or trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by the Contractor.

   b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Supplier markup, except for actual costs incurred in the handling of such materials, will not be allowed.

   c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the Jobsite, whichever price is lower.

   d. If, in the opinion of the Engineer, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the Jobsite less cash or trade discount. The City reserves the right to furnish materials for the Work and no claim shall be made by the Contractor for costs and profit on such materials.

   e. For the purposes of this Section, a "Supplier" is defined as any person or persons, firm or business, who supplies materials of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the Contractor, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.

3. Equipment Costs, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of $500. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform work on the Extra Work described in the Change Order and the Contractor can demonstrate that the changed work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in Subsection G.

4. Small tools, equipment, consumables and incidental costs: No separate payment will be made for the use of small tools or equipment with a replacement value of $500 or less. This applies to tools and equipment owned by the Contractor or its subcontractors of any tier. Also, no separate payment will be made for fuel, lubricants, tool or equipment repairs, tool or equipment maintenance, consumables, drinking water, sanitary facilities or other incidentals. These costs are already included as a part of Markup.

5. Subcontractor Costs, including their overhead and profit, provided that such costs are direct costs to the Contractor for performing the Extra Work as set forth in Subsections B through G.

C. Time and Materials Work

The costs of all Changed/Extra Work submitted under the Time and Materials (T&M) method shall be formulated in accordance with the provisions of Subsections B through I.

Unless otherwise stipulated on the Change Order, the “Not-to-Exceed” amount for all T&M Change Orders is $10000. The Contractor is responsible for tracking costs and for notifying the Engineer in writing when costs approach 50% and 75% of the “Not-to-Exceed” amount. In addition, if the Changed/Extra Work cannot be completed within the “Not-to-Exceed” limit, the Contractor shall notify the Engineer in writing, and in a timely manner, that the limit requires an increase. The City will only reimburse eligible costs up to the “Not-to-Exceed” amount.

The Contractor shall notify the Inspector at the beginning of each day when Changed/Extra Work is being performed. The Contractor shall notify the Inspector of the Changed/Extra Work being performed and describe the personnel involved, whether by Contractor forces or by its subcontractors at any tier. Failure to notify the Inspector prior to the start of Changed/Extra Work serves as the Contractor’s waiver to claim for compensation on that day.

For each working day, the Contractor shall submit a “Daily Extra Work Report” (DEWR) to the Inspector. The “Daily Extra Work Report” shall summarize labor,

equipment and materials supplied. The Inspector will only consider Forms that are properly completed as described below.

1. Separate forms must be used for labor and for equipment/materials.

2. Labor, equipment, material or expenditures that are not included on The DEWR are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of the Contractor to include any and all items of labor, equipment, or material for which it requests compensation for each day's work completed.

3. Information required on the Labor form shall include name of personnel, personnel classification, and only the number of hours worked on Changed/Extra work for the day being reported. Since the overhead allowance already includes all necessary supervision, any hours for additional supervision or non-working foremen are ineligible for additional payment. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by a Union Labor Agreement or otherwise approved by the Inspector. The general foreman rate is eligible for payment only during the time that a general foreman was required for the Changed/Extra Work.

4. Information required on the Equipment/Material shall include Contractor-owned equipment and/or tools, and rented equipment or tools for which compensation is requested. Information shall include the type of equipment, size of equipment, equipment identification number, appurtenances, and only the number of hours worked on the Changed/Extra work.

5. The only allowable materials are materials delivered to the job site and/or incorporated only into the Changed/Extra work. The allowable materials shall be listed on the T&M sheet for the day that they are delivered to the job site and/or incorporated into the Changed/Extra work.

6. Delivery ticket(s) and/or bill(s) of lading for rental equipment and/or tools delivered to the site and/or material incorporated into the work for the day being reported must be attached with the T&M sheet for that day. No payment will be allowed for materials and/or rented equipment unless receipt(s) or bill(s) of lading is attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to the Inspector, the City may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the work was being performed.

7. Failure to submit the required "Daily Extra Work Report of Time and Material Work" by the close of the next working day shall waive all rights for that day unless otherwise approved by the Inspector. Work that cannot be substantiated by a "Daily Report", approved and signed by the Inspector, is ineligible for payment.

8. The Contractor is responsible for preparing the "Daily Extra Work Report" for work by its Subcontractors and submitting the Forms to the Inspector on time.

9. The Contractor must have each "Daily Extra Work Report" verified by the Inspector. After the "Daily Extra Work Report" is approved by the Inspector, both the Contractor and Inspector sign the report. The original "Daily Extra Work Report" is retained by the Inspector with a copy provided to the Contractor.

10. When the "Daily Extra Work Report" is signed by the Inspector and the Contractor, it is binding on the Contractor and its Subcontractors.

11. When agreed to by the Inspector, the Contractor may submit a supplemental "Daily Extra Work Report" for labor, materials, or equipment for which the Contractor requests compensation but failed to list on the original daily report.

    a. These supplemental forms shall be marked "SUPPLEMENTAL".

    b. Unless otherwise approved by the Inspector, the supplemental forms may only be submitted for approval up to two (2) working days following the date when the work was performed.

No payment will be allowed for labor, materials, or equipment included on T&M sheets not signed by the Contractor and the Inspector. Payment will not be allowed for labor, materials, or equipment included on T&M sheets signed by anyone other than the Inspector or the Inspector's immediate supervisor.

D. General

It is the intent of the City to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph shall be made a part of all Change Orders, whether included or not on the actual change order:

> "The compensation (time and cost) set forth in a Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all Subcontractors, and all

Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of himself, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the Contractor can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the Contractor, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole. The Contractor shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work has been or will be extended beyond the current Contract completion date. A Time Impact Analysis is a scheduling procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a

Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to past or current delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated project schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the Contractor, until all available float, slack, or contingency time on the project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.

The cost summary, cost breakdowns and requests for cost reimbursement submitted by the Contractor (for delay, disruption, hindrance and interference associated with the changes, additions, deletions or extras) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual, change, addition, deletion, extra and (on an event-by-event basis) each individual delay or disruption event. Such cost summaries, breakdowns or requests shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the Contractor's additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect (i) the actual costs incurred or saved for each individual item of Extra Work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and, (ii) on an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.

Except as provided in Section 6-6 of the General Conditions, Contractor shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).

Contractor waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the Contractor acknowledges and agrees are within the reasonable contemplation of the parties: (i) changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope,

number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) the issuance and performance of changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) changes due to Differing Site Conditions; (iv) suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of City or in the interests of the Project; (v) delay or disruption to the Work due to failure of the City, Engineer or Inspector to timely perform any contractual obligation.

E. Markups – Overhead and Profit

1. In addition to the direct expenditures specified for labor, materials and equipment in Subsection B, a lump sum will be paid for all overhead and profit, including: All insurance costs other than specifically mentioned in this Section, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but are not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax. Such lump sum shall conform to the following schedule of percentages of the total amount of direct expenditures of the Contractor and subcontractors.

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Direct Labor	20%
2) Direct Materials	15%
3) Direct Equipment	15%

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

2. Bonds and Insurance

An additional allowance of one percent (1%) of all direct costs (less markup) is allowed.

3. Add/ Deduct Changes

The overhead rates determined above shall be applied to all additive Change Orders, except those utilizing as-bid Unit Prices listed in the Bid Proposal.

Any change in the Work involving both extras and credits shall show a net total cost, including subcontracts. Allowances for overhead and profit to the net total cost, as specified herein above, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was signed.

4. When all or any part of the extra work is performed by a Subcontractor, the markup established in subsection 1.1.E.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

F. City Furnished Materials, Equipment and Services

The Engineer reserves the right to furnish materials, equipment and services deemed expedient for use on the Changed/Extra Work. The Contractor shall have no claim for profit or overhead on the cost of such materials, equipment and services.

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Caltrans Labor Surcharge and Equipment Rental Rates (Caltrans LS&ERR). For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates established by Subsection G.2. The most recent published edition in effect at the commencement of actual equipment use shall be used.

The rates paid for any rented or leased equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the equipment or tools.

It is the responsibility of the Contractor to include any appurtenances added to equipment which would increase the basic rate for said equipment (i.e., hoe-ram, oversize bucket, and etcetera) as established in the acceptable rental rate guide. All equipment and/ or tools shall be acceptable to the Inspector, in good working condition, suitable for the purpose for which it is to be used, and necessary to complete the Changed/Extra Work. Payment will be based on the manner in which the equipment was actually powered, operated and modified per the equipment manufacturer's recommendations.

1. Rented or Leased Equipment

For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the Contractor shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Caltrans LS&ERR. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a Contractor of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the Contractor. In no event shall the leased equipment rate billed to the City be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

a. When in Use:

Actual equipment use time documented by the Inspector shall be the basis that the equipment was utilized on the changed work and paid for under the Change Order. In addition to the lease or rental rate, equipment-operating costs shall not exceed the estimated hourly operating rate as set forth in the Caltrans LS&ERR. The hours of operation shall be based upon actual equipment usage on the changed work as recorded by the Inspector. For multiple shift work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

b. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed work. Equipment operating costs due to idle time, documented by the Inspector, shall be paid at the rate determined in "G" (1) above. Idle time shall include a reasonable time allowance to and from the project site.

Payment for equipment or tools shall be limited to hours actually worked on the Changed/Extra Work if the equipment or tool is already on site for Work under the original Contract. No "standby" time will be paid for equipment already on site for Work under the original Contract.

If equipment or tools are used intermittently and, when not in use, could be returned to the rental source at less expense than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the City.

2. Owned and Other Equipment

Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the work is performed. (The Caltrans equipment rental rates are available on the internet at http://www.dot.ca.gov/hq/construc/equipmnt.html.) If the equipment is not listed in Caltrans LS&ERR, then the Rental Rate Blue Book shall be used. When using the Blue Book, the hourly rate for any period less than 7 days shall be the weekly rate divided by 40, plus the Operating Cost. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Blue Book will be paid for each hour the equipment actually performs the Extra Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each work day (or work shift if the Work is being performed in multiple work shift sequence) by the Inspector shall be the record upon which actual equipment use shall be based. For multiple shift work sequences, the Caltrans overtime factor shall be applied (When using the Blue Book one-half the Non-Operating Cost will be deducted for second and third shifts. The Non-Operating Costs are the Blue Book monthly or weekly/40 rates, as applicable.). It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

a. When Idle:

Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed work, shall be paid per the table in Caltrans Standard Specifications Section 9-1.03A(3b), provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City. Idle equipment time will only be paid as a function of delays specifically directed or caused by the City's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed, for second or third shifts. It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

3. Equipment Haulage and Set Up Costs

Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in Subsection B.3.

4. Other Equipment Cost Guides

In the event that a piece of equipment used on a Change Order is not listed in Caltrans or the Blue Book, costs may be derived from the Associated General Contractor's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the Work under this Contract.

H. Records

At any time should the Contractor deviate substantially from the schedule, method and sequence of operation, equipment, cost or pricing data furnished by the Contractor and agreed to by the City in connection with the Change Order or should the City determine that any price negotiated in connection with the Change Order is defective due to such deviation or the fault of the Contractor, the City reserves the right to reduce the Change Order cost and reissue the Change Order at the amount in which the City determines to be the actual costs to complete the change.

Whenever any material or process is indicated or specified by patent or a proprietary name, or by name of a manufacturer in the Change Order, such direction shall not relieve the Contractor's responsibility or obligation to perform

work in accordance with the contract requirements. The Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences and procedures, coordination of all portions of the contract and Change Order work.

The Contractor shall on a weekly basis submit an approximate accounting of the amount expended on the Time and Materials work to date and an estimate of the Impact to the time of performance of work.

I. Partial Payments for Time and Materials Work.

Progress payments for Time and Materials work shall only be made if the anticipated cost of the changed work is in excess of $50,000 and/or the time to perform the changed work will exceed two (2) months duration. To receive payments for Time and Materials work, the Contractor shall submit to the Engineer an invoice of the daily reports which were verified by the Inspector, with details and documents, verifying the Contractor’s and Subcontractor's actual costs incurred for the Time and Materials work as set forth in Subsections B through H. Costs shall be submitted within thirty (30) calendar days after the T&M work has been satisfactorily completed unless an extension of time for submittal is authorized in writing by the Inspector.

END OF SECTION

SECTION 01298 SCHEDULE OF VALUES

1.1 GENERAL

A. The Schedule of Values shall be used as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum. Prior to submitting an invoice for payment, the CONTRACTOR shall have submitted a detailed Schedule of Values and obtained approval from the ENGINEER.

B. Each lump sum bid item on the Schedule of Work and Prices, as set forth in the Bid must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the contract documents for that item. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item. The breakdown shall include subcontract amounts which shall not deviate from the amounts submitted in the Bid Proposal. The CONTRACTOR shall provide certification from the Subcontractors certifying the subcontract amounts.

C. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete and curing. The cost for pipeline construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. The Contract Price breakdown shall include the itemized costs for the plant establishment and any maintenance services to be performed before the final project acceptance is made. No non-construction activity shall be cost loaded.

D. The CONTRACTOR shall use cost loaded construction activities from the Construction Schedule as a Schedule of Values. Each construction activity shall be encoded to its bid item and a sort provided for each bid item totaling the cost loaded amount. The total of the Cost Loaded amounts for each bid item shall equal the amount bid for that item. The total of the Schedule of Values shall equal the current Contract value at all times. At any time during the progress of the Work of the Contract the INSPECTOR reserves the right to review the cost loading of the Schedules of Values and direct necessary revisions. When requested by the INSPECTOR, the CONTRACTOR shall provide all information necessary to substantiate the cost loading.

E. Attached are samples of the Schedule of Values. The City will provide project specific Schedule of Values for the CONTRACTOR to use throughout the project at the Preconstruction Meeting. The Schedule of Values must be used by the CONTRATRACTOR at the time of each progress payment.

END OF SECTION

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone :

BID ITEM/DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
					QTY	$ VALUE	QTY	$VALUE		
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	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

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone:

BID ITEM/ DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL. TO DATE
					QTY	$ VALUE	QTY	$VALUE		
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
TOTALS				$0.00		$0.00		$0.00		$0.00

SUMMARY OF CHANGE ORDERS	QTY	UNIT	UNIT BID PRICE	QTY	$ VALUE	QTY	$ VALUE	TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
CHANGE ORDER NO. 1	1	LS						0.0	$0.00
CHANGE ORDER NO. 2	1	LS						0.0	$0.00
CHANGE ORDER NO. 3	1	LS						0.0	$0.00
CHANGE ORDER NO. 4	1	LS						0.0	$0.00
CHANGE ORDER NO. 5	1	LS						0.0	$0.00
CHANGE ORDER NO. 6	1	LS						0.0	$0.00
CHANGE ORDER NO. 7	1	LS						0.0	$0.00
CHANGE ORDER NO. 8	1	LS						0.0	$0.00
CHANGE ORDER NO. 9	1	LS						0.0	$0.00
CHANGE ORDER NO. 10	1	LS						0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
CHANGE ORDERS TOTAL			$0.00				$0.00		$0.00

		VALUE OF WORK COMPLETED TO DATE	$0.00
ORIGINAL CONTRACT PRICE	$0.00	AMOUNT DUE THIS PERIOD INCL RETENTION	$0.00
TOTAL AMOUNT OF CHANGE ORDERS	$0.00	LESS 5% RETENTION	$0.00
ESTIMATED TOTAL CONTRACT PRICE TO DATE	$0.00	**AMOUNT DUE THIS PERIOD**	**$0.00**

SECTION 01321 CONSTRUCTION SCHEDULE

1. THE REQUIREMENT

A. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of this Contract.

B. The CONTRACTOR’S representative in charge of scheduling is required to attend all meetings pertaining to scheduling and progress of the Work.

C. The CONTRACTOR shall submit to the ENGINEER 3 hard copies and the electronic file of the CONTRACTOR'S Construction Schedule (the schedule) at the time of the preconstruction meeting. The schedule shall be either a Critical Path Method (CPM) Network or a detailed Bar Chart with the critical path clearly shown. If the CPM network option is used, then Primavera Project Management or Microsoft Project shall be the scheduling software. If a detail Bar Chart is used, Microsoft Excel shall be the software utilized. The schedule shall include the following:

1. Activity ID,
2. Activity Description,
3. Start date for each activity,
4. Finish date for each activity,
5. Original duration,
6. Predecessor,
7. Successor,
8. Percent Complete,
9. Remaining Days.

A minimum of seven (7) calendar days for review of each schedule. Schedule activities shall be of sufficient detail to assure adequate planning has been done for proper execution of the Work and such that, in the sole judgement of the ENGINEER, it provides an appropriate basis for monitoring progress. The schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract. Submittal and approval of the schedule in accordance with the requirements of this Section is a condition precedent to the issuance of any payments under this Contract. Once the schedule is approved it will become the baseline schedule and must be shown and compared on all subsequent schedule submittals.

D. Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the required Contract Completion date), and total float within the schedule, is not for the exclusive use of either the CITY or the CONTRACTOR, but is a jointly owned expiring resource available to and shared by both parties. Pursuant to this float sharing requirement, use of

float suppression techniques shall be cause for rejection of the schedule and any revisions or updates.

E. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors or Suppliers, at any tier, and which extends actual performance of the Work beyond the current Contract completion date and the completion date projected by the current, approved, updated schedule. If the delay occurs along a path, which the current approved Construction Schedule update projects late completion prior to addition of any CITY caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by the CONTRACTOR through the submittal, within seven (7) calendar days after the delay occurs, of a Time Impact Analysis which demonstrates the estimated impact on the end date of the Work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other means.

If a time extension if granted by the CITY, the updated schedule reflecting the change shall become the baseline and be reflected schedule and must be shown and compared on all subsequent schedule submittals.

Since float time within the Construction Schedule is jointly owned, it is acknowledged that CITY caused delays on the project may be offset by CITY caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract or approval of substitution requests which result in a savings of time to the CONTRACTOR). In such an event, the CONTRACTOR shall not be entitled to receive a time extension or delay damages until all CITY caused time savings are exceeded and the Contract completion date is also exceeded.

F. If the initial schedule submitted shows completion of Work more than thirty (30) calendar days in advance of the Contract completion date, the ENGINEER may, at no cost to the CITY, decrease the Contract duration by issuance of a Change Order which changes appropriate Milestone Date(s) and the Contract completion date to the completion date reflected on the schedule. Any approved schedule, revision, or update having an early completion date shall show the time between the early completion date and the Contract completion date as "project float".

G. Comments made by the ENGINEER on the schedule during review will not relieve the CONTRACTOR from compliance with all requirements of the Contract. The ENGINEER may request that the CONTRACTOR and all major Subcontractors (defined herein as being any Subcontractor, Sub-Subcontractor, or Supplier with five (5) percent or more of the value of the Contract) participate in

review of any schedule submission. All revisions shall be submitted within seven (7) calendar days after the ENGINEER'S review.

H. Two copies of an updated schedule shall be submitted to the ENGINEER for approval with the submittal of each CONTRACTOR'S monthly payment request or the monthly payment request will be withheld. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between the CONTRACTOR and the INSPECTOR, and an estimate of the remaining duration. The monthly update of the schedule shall include an updated bar chart with logic arrows or network diagram and include the same additional data as required by Section 1.C. If the CPM network option is used, the schedule shall be calculated using remaining durations and the progress override option. The monthly update shall also include a complete, hard copy list of all the changes made from the previously approved submittal. If the schedule is done using Primavera, use a Claim Digger report for the list of changes.

I. The submittal of an updated schedule which meets the requirements of this Section, accurately reflects the status of the Work (for all previously accepted activities), and incorporates all approved changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. (Actual and/or forecast dates for status of additional submittal cycles shall be added without the prior approval of the Engineer.) Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of a Change Order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update.

J. If completion of any part of the Work, delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind schedule and will impact the end date of the Work, the CONTRACTOR shall submit a written recovery plan acceptable to the ENGINEER for completing the Work by the current Contract completion date, if requested by the ENGINEER.

K. As a condition precedent to the release of any retained funds, the CONTRACTOR shall, after substantial completion of the Work has been achieved, submit a certified, final schedule which accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all activities on the schedule.

END OF SECTION

SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY

1.1 GENERAL

A. Required**:** Provide photographs taken at the Jobsite at the specified stages of Contracted Work in accordance with provisions of this Section.

1. The Contractor shall provide the City with photos with stationing identifying each repair location, and 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 or USB organized by phase of construction and location.

1.3 QUALITY ASSURANCE

Photographs and prints to be of professional quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.

END OF SECTION

SECTION 01323 CONSTRUCTION STATUS REPORTS

1.1 REQUIREMENTS

A. Daily Status Report

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, unusual occurrences and etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the City and shall be submitted to the Project Manager at the conclusion of each work week.

The Contractor shall also have workers on the project sign in and out each day on the City of Redlands Daily Sign In Sheet which shall state the name, times in and out and the work performed by each worker on the project each day. The completed Daily Sign In Sheets shall be submitted to the City of Redlands Project Manager at the end of each work week. Failure to submit daily reports and daily sign in sheets to the Project Manager on a weekly basis will result in a possible and temporary suspension of work until reports are submitted.

B. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

C. 3 Week Look Ahead Schedule

During the construction phase of the Work, the CONTRACTOR shall submit 3 Week Look Ahead reports to the ENGINEER at the weekly progress meetings or as directed by the ENGINEER. The report shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

D. Miscellaneous Submittals

CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit original copies to the ENGINEER at weekly intervals for approval:

1. List of Subcontractors and Sub-Subcontractors at the site**,** types of works and job location.

2. Count of CONTRACTOR’S personnel at the site**,** name, type of work, hours completed and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

END OF SECTION

SECTION 01330 SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, including required submittals by all Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, two (2) hard copies and one electronic (PDF) copy of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER at a time sufficiently early to allow review of same by the ENGINEER and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

C. All design or shop drawings or other submittals shall be accompanied by a transmittal form for each submittal. Any submittal not accompanied by such a form may be returned, at the ENGINEER'S discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

F. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within twenty (20) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal

item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:

1. If a submittal is returned to the Contractor marked "NO EXCEPTIONS," formal revision and resubmission of said submittal will not be required.

2. If a submittal is returned to the Contractor marked "EXCEPTIONS NOTED," formal revision and resubmission of said submittal will not be required, unless specifically requested.

3. If a submittal is returned to the Contractor marked "RETURNED FOR CORRECTION," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

4. If a submittal is returned to the Contractor marked "NOT ACCEPTABLE," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED“. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.

H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR’S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the

CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.

J. The ENGINEER'S review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

K. CONTRACTOR'S Coordination:

1. ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the ENGINEER unless specifically called for in the Contract Documents.

3. ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER.

4. ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information is received by the Consultant or ENGINEER.

L. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

1. Schedule of Values for all Lump Sum items within the Proposal.

2. Construction Schedule and Notification to ENGINEER of completion of each milestone or percentage increment of the Work as required.

3. Submittal Schedule

4. Daily Construction Reports

5. Shop Drawings and Structural Calculations.

6. Manufacturer's Data and Specifications.

7. Samples

8. Templates

9. Certificate of Compliance

10. Construction Photographs

11. Substitutions

12. Record Drawings and Record Project Manual

13. Operation & Maintenance Manuals

14. Stock Materials, Spare parts, tools

15. Material Testing Results

16. Maintenance Logs and Maintenance Schedule.

M. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the ENGINEER.

1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which include fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

N. Coordination and Submittals:

1. Carefully review and coordinate all aspects of each item being submitted.

2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

5. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

6. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the ENGINEER copies of the approved plans or drawings for review.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name of the Project

2. Date of the Submittal

3. Name and address of Consultant

4. Name and address of the CONTRACTOR

5. Name and address of the Subcontractor(s)

6. Name and address of the Supplier

7. Name and address of the Manufacturer

8. Reference to Specification Section Number and Title

9. Reference to Drawing Sheet Number and detail(s)

10. Submittal Number

11. Priority Number and expected return date.

END OF SECTION

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THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

SUBMITTAL COVER SHEET

Project Name:		**Submittal Number:**	
Project Number:		**Date of Submittal:**	
Submitted By:			

Submittal Title:	

Priority Type (Select One):	☐ Low	☐ Normal	☐ High

Submittal Type (Select One):	☐ Pre-Construction	☐ Post-Construction

Category (Select One):	
☐ Product Data	☐ Close-Out
☐ Shop Drawing	☐ Warranty
☐ Mock Up	☐ Test Report
☐ Sample	☐ Operation / Maintenance Manual
☐ Certification	☐ MSDS – Material Safety Data Sheets
☐ As-Built	

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REQUEST FOR INFORMATION (RFI)

Project Name:		RFI Number:	
Project Number:		Date of RFI:	
Submitted By:			

RFI Title:	

Work Impact? (Select One):	☐ No	☐ Unknown
	☐ Yes – Work Impeded	☐ Yes – Work Stopped

Question:

Proposed Solution (Optional):

Requestor:

Signature: _____

Title: _____ Date: _____

SECTION 01572 EROSION CONTROL PLAN

Contractor shall comply with all laws, codes, ordinances and requirements of governing agencies regarding the discharge of pollutants, air and water pollution control and any other requirements for this project. Within 5 days of the Notice to Proceed, Contractor shall submit two (2) hardcopies of the draft Erosion Control Plan to the City for review. Any corrections or changes shall be made to the Erosion Control Plan, approved by the Engineer and implemented prior to any construction work on this project. The plan shall be updated as necessary or required for compliance purposes.

Payment for work on this item shall be made as a percentage of work completed at each monthly payment. All work under this item shall be as shown on the approved drawing accepted by the City prior to any work on the project. The Contractor shall have all work installed and inspected by the City prior to any work on the project.

Full compensation for this item shall be in accordance with all state and federal NPDES rules, regulations, requirements and laws and shall constitute all work for providing, installing, maintaining and removing all work as required for all excavations, earthwork, grading, grinding, paving, concrete, runoff containment, and any other work performed within the project boundaries.

END OF SECTION

SECTION 01721 MOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no mobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for mobilization.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.

4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.

6. Developing construction water supply.

7. Providing field office trailers for the CONTRACTOR, complete with all specified equipment, furnishings, utility services and required approvals from the CITY.

8. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.

9. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.

10. Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.

11. Submitting all required Subcontractor insurance certificates and bonds.

12. Posting all CAL/OSHA required notices and establishment of safety programs.

13. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedules.

14. Erecting all temporary fencing, including removal and disposal of existing temporary fencing.

END OF SECTION

SECTION 01722 SURVEYING

PART 1 - GENERAL

A. General

1. The CONTRACTOR shall be responsible for all surveys required to layout the Work and for the accuracy of all survey work for construction. The CONTRACTOR shall include the cost of all such survey work in their Bid. The CONTRACTOR shall have all construction surveying performed by a `Licensed Land Surveyor' or a `Civil Engineer' registered by the State of California to perform such work. The ENGINEER reserves the right to verify all survey work done by the CONTRACTOR.

2. The CONTRACTOR shall preserve the initial survey control points for the duration of their usefulness. Monumentation that is subject to disturbance or destruction shall be located and referenced prior to construction and relocated and referenced if necessary after construction, in accordance with the following requirements.

B. Construction Surveys

1. The CONTRACTOR shall provide all reference stakes and form checks necessary for construction and inspection of improvements. All construction staking shall be documented in cut sheets and provided to the ENGINEER. This staking may include but is not limited to: removals, joins, rough grade, slope, utilities, storm drains, sewers, curbs, walks, paving, wall and building stakes; and any other staking necessary for construction and inspection.

C. Reference Or Grade Stakes

1. A reference or grade stake shall be set for each grade change or angle point shown on the plan, standard plan, and shop drawing, in addition to the normal staking interval.

D. Form Checks

1. Forms shall be checked when durable points may be disturbed, removed, or are impractical to be used to verify the design location. The measured location shall be recorded in the survey field notes. All variations from the plan location shall be brought to the attention of the ENGINEER.

E. Staking Intervals And Offset Stake Lines

1. All staking intervals shall be in accordance as directed by the Engineer. Stake lines shall be set at an offset distance from the improvement to ensure proper grade, station, and alignment.

F. Utility Stakes

1. The CONTRACTOR shall provide stakes for all utilities, public or private, that require location or relocation, unless otherwise stated.

G. Additional Survey Work

1. The CONTRACTOR may be required to furnish additional survey work, such as profiles, restakes, Change Orders, etc., at the request of the ENGINEER or the INSPECTOR.

H. Accuracy

1. The CONTRACTOR shall use appropriate surveying methods to obtain the following standards: For fixed works (i.e. cast-in-place concrete; asphalt pavement, pipes and drains; and other items determined by the ENGINEER) the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.015 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.015 foot or less.

2. For excavation purposes, the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.1 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.1 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that semimajor axis of the 95% error ellipse is ±0.1 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.1 foot or less.

I. Survey/Inspector

1. The CONTRACTOR shall provide to the INSPECTOR those measurements and control points necessary to determine the location and conformance to the plan, line, and grade of the improvements necessary for inspection purposes.

J. Survey Notes

1. The CONTRACTOR shall supply and keep notes on CITY standard format note sheets. The ENGINEER may request copies of, and otherwise review, survey notes at any time during the construction phase of the Project. Upon completion of the Project, the original survey notes shall become the property of the CITY and shall be delivered to the ENGINEER

PART 2 – MONUMENT PRESERVATION GUIDELINES

A. New & Reconstruction Projects

1. Prior to Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record above or below the surface, within the road right-of-way. It is suggested that this search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument is required.

c. The survey crew shall properly reference all found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item c, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered and disturbed monuments shall be reset with the same or more durable type of monument as the original, in the surface of the construction. Key monuments shall be a minimum 1” inside diameter iron pipe of appropriate length.

b. A monument box or other protective structure is recommended to be placed around key monuments (section corners, quarter section corners).

c. The authorized surveyor shall properly completes a Corner Record or Record of Survey for all set monuments with a change in character, including tag number, and submit it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

B. Overlay Projects

1. Prior To Construction

   a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

   b. The survey crew shall diligently search for all survey monuments of record and on the surface of the road. It is suggested the search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument within 2" of the road surface is recommended.

   c. The survey crew shall properly reference found survey monuments, which may be disturbed or covered during construction, to stable surface points.

   d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item 3, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

   a. All covered or disturbed monuments and surface monuments are reset in the new road surface, or a new monument is set in the new road surface above the buried one.

   b. All existing monument boxes will be adjusted to grade or replaced, as appropriate.

   c. A monument box or other protective structure should be placed around key monuments (section corners, quarter section corners).

   d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for all set monuments and existing monuments with a change in character, including tag number and submits it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

C. Slurry Seal Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies furnished to for the survey crew.

b. All monument boxes shall be located and steps taken to ensure that the survey monuments inside are readily accessible upon completion of the project.

c. The survey crew shall diligently searches for survey monuments on the surface of the roadway, and identify said monuments recovered in the field to ensure that they will be protected. The survey crew shall inventory the monuments recovered in the field in a manner that allows for their recovery and inspection after construction.

2. After Construction and Prior to Notice of Completion

a. All monument boxes shall be inspected, and appropriate action taken when needed, to ensure that the survey monuments inside are readily accessible.

b. The survey crew shall review the inventory of found monuments by field inspection to ensure that all survey monuments are clean and exposed. Those monuments covered after construction is completed shall be uncovered.

D. Monument Tie Preservation

1. Prior To Construction

a. All existing survey monument ties within the scope of the project shall be researched and identified prior to construction. Surveyor may obtain existing tie sheets from the City as available.

b. If it is determined that all ties for a survey monument may be disturbed during construction, the Surveyor shall relocate the monument ties prior to construction, within improvements that will not be disturbed, and file the revised tie sheet with the City. A minimum of three tie points should reference each centerline monument, whenever possible

2. After Construction and Prior to Notice of Completion

a. If it is determined that the result of construction will not disturb all survey monument ties for a specific monument, the Surveyor shall replace all monument ties disturbed during construction per the following guidelines:

i. Monument ties shall be placed during the finishing process of the concrete improvements.
ii. Monument ties shall be set below the elevation of the adjacent top of curb to provide protection from any future cleaning, maintenance or work around the tie.
iii. A minimum of three tie points should reference each centerline monument, whenever possible.

b. Once the construction is complete, the Surveyor shall prepare a revised tie sheet, and file with the City for all monument ties disturbed during the construction.

END OF SECTION

SECTION 01732 POTHOLING

1.1 THE REQUIREMENT

A. The CONTRACTOR shall conduct exploratory excavations by potholing to verify or to discover the actual locations and the size of existing underground utilities and improvements. The CONTRACTOR shall take care not to damage existing facilities during potholing operations. Any utility or existing facility (including those located by Underground Service Alert - USA) within 3 feet of any trench or excavation shall be potholed prior to starting the contract work in the vicinity. Potholing shall be done in each given area where excavation work is to occur at least fourteen (14) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

B. Potholing shall consist of excavations at the locations of utilities or other underground facilities indicated on the Drawings, located by USA, or as directed by the ENGINEER. All costs of potholing operations for the utilities indicated on the Drawings shall be included in the CONTRACTOR'S Bid.

C. If an allowance for "Additional Potholing" has been established and included in the SCHEDULE OF WORK AND PRICES, this allowance shall only be used to reimburse the CONTRACTOR for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER. If the total cost of the Work directed under the Additional Potholing allowance differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual costs and the amount included in the Bid, as an additional amount due to the CONTRACTOR or a credit to the CITY, as appropriate.

D. In addition to the potholes indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do further potholing deemed necessary at no additional cost to the CITY.

E. Potholing operations shall conform to all applicable requirements as to sidewall slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

F. Potholes shall be identified and protected in accordance with the Engineer's instructions, the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Standards.

G. The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall

be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the specifications.

H. A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area. Payment for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER will not be made unless these potholes are listed on the verified log.

I. The CONTRACTOR shall record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

J. Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

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SECTION 03930 CONCRETE REHABILITATION

PART 1 GENERAL

1.01 SUMMARY

A. This specification describes the patching of interior and/or exterior vertical and overhead surfaces with a rapid setting, portland cement mortar.

1.02 QUALITY ASSURANCE

A. Manufacturing qualifications: The manufacturer of the specified product shall be ISO 9001 certified and have in existence a recognized ongoing quality assurance program independently audited on a regular basis.

B. Contractor qualifications: Contractor shall be qualified in the field of concrete repair and protection with a successful track record of 10 years or more. Contractor shall maintain qualified personnel who have received product training by a manufacturer's representative.

C. Install materials in accordance with all safety and weather conditions required by manufacturer or as modified by applicable rules and regulations of local, state and federal authorities having jurisdiction. Consult Material Safety Data Sheets for complete handling recommendations.

1.03 DELIVERY, STORAGE, AND HANDLING

A. All materials must be delivered in original, unopened containers with the manufacturer’s name, labels, product identification, and batch numbers. Damaged material must be removed from the site immediately.

B. Store all materials off the ground and protect from rain, freezing or excessive heat until ready for use.

C. Condition the specified product as recommended by the manufacturer.

1.04 REFERENCES

A. ASTM C496 Splitting Tensile Strength

B. ASTM C109 Compressive Strength

C. ASTM C293 Flexural Strength

D. ASTM C882 Slant Shear Bond Strength

E. ASTM C157 Volume Change

F. ICRI No. 210.3 Direct Tensile Bond Stength

1.05 JOB CONDITIONS

A. Environmental Conditions: Do not apply material if it is raining or if such conditions appear to be imminent. Minimum application temperature 45ºF (7ºC) and rising.

B. Protection: Precautions should be taken to avoid damage to any surface near the work zone due to mixing and handling of the specified material.

1.06 SUBMITTALS

A. Submit required copies of manufacturer's literature, to include: Product Data Sheets, and appropriate Material Safety Data Sheets (MSDS).

1.07 WARRANTY

A. Provide a written warranty from the manufacturer against defects of materials for a period of one (1) year, beginning with date of completion of the project.

PART 2 PRODUCTS

2.01 MANUFACTURER

A. SikaQuick VOH, as manufactured by Sika Corporation, is considered to conform to the requirements of this specification or approved equal.

2.02 MATERIALS

A. General
   1. The material shall be a blend of selected portland cements, specially graded aggregates, admixtures for controlling setting time, water reducers for workability, and an organic accelerator.
   2. The materials shall be non-combustible, both before and after cure.
   3. The materials shall be supplied in a factory-blended bag.
   4. The rapid-setting cement mortar must be placeable from 1/8-in. to 3-in. in depth per lift for vertical applications and to 2-in. in depth per left for over head applications.

2.03 PERFORMANCE CRITERIA

A. Typical Properties of the material:
   1. Working Time: Approximately 20 minutes
   2. Color: concrete gray

B. Typical Properties of the cured material (mortar):

   1. Compressive Strength (ASTM C-109)
      a. 3 hours: 1,000 psi min (6.9 MPa)
      b. 1 day: 3,000 psi min. (20.7 MPa)
      d. 7 day: 5,000 psi min. (34.5 MPa)
      e. 28 day: 6,000 psi min. (41.4 MPa)

   2. Flexural Strength (ASTM C-78) @ 28 days: 1,000 psi (6.9 MPa)

3. Splitting Tensile Strength (ASTM C-496) @ 28 days 500 psi (3.4 MPa)
4. Bond Strength (ASTM C-882 Modified) @ 28 days: 2,400 psi (16.5 MPa)
5. The portland cement mortar shall not produce a vapor barrier.
6. Density (wet mix): approximately 125 lbs. / cu. ft. (2.00 kg/l)
7. Permeability (ASTM C-1202) @ 28 days Approximately <1000 Coulombs
8. Shrinkage, (ASTM C157: ICRI protocol) @ 28 days: <0.05%

Note: Tests above were performed with the material and curing conditions @ 71F – 75F and 45-55% relative humidity.

PART 3 EXECUTION

3.01 SURFACE PREPARATION

A. Areas to be repaired must be clean, sound, and free of contaminants. All loose and deteriorated concrete shall be removed by mechanical means. Mechanically prepare the concrete substrate to obtain a surface profile of +/- 1/16" (CSP 5 or greater as per ICRI Guidelines) with a new exposed aggregate surface. Area to be patched shall not be less than 1/8" in depth.

B. Where reinforcing steel with active corrosion is encountered, sandblast the steel to a white metal finish to remove all contaminants and rust. Where corrosion has occurred due to the presence of chlorides, the steel shall be high pressure washed after mechanical cleaning. Prime steel with 2 coats of Sika Armatec 110 EpoCem as directed by manufacturer. (See Spec Component SC-201-0699) Armatec 110 must be completely cured before application of SikaQuick VOH.

3.02 MIXING AND APPLICATION

A. Mechanically mix in appropriate sized mortar mixer or with a Sika jiffy paddle and low speed (400-600 rpm) drill. Pour 6 pints of water into the mixing container. Add the powder while continuing to mix. Mix to a uniform consistency for a maximum of three minutes. Adjust the water dosage by a maximum amount of +/- ½ pint, if necessary, to achieve the desired consistency. Should smaller quantities be needed, be sure the proper water/powder ratio is maintained and that the dry material is uniformly blended before mixing the components together. Mix only that amount of material that can be placed in 20 minutes. Do not retemper material.

B. Placement Procedure: At the time of application, the substrate should be saturated surface dry with no standing water. Mortar must be scrubbed into substrate filling all pores and voids. While the scrub coat is still plastic, force material against edge of repair, working toward center. After filling, consolidate, then trowel. Allow mortar to set to desired stiffness, then finish with a trowel for a smooth surface. Broom or burlap drag for rough surface. Where multiple lifts are required, score top surface in each lift to produce a roughened substrate for next lift. Allow preceding layers to

harden before applying fresh material. Saturate surface oh the lift with clean water. If previous layers are over 6 hours old, mechanically prepare the substarte and dampen.

C. As per ACI recommendations for portland cement concrete, curing is required. Moist cure with wet burlap and polyethylene, a fine mist of water or a water-based compatible curing compound. Moist curing should commence immediately after finishing. Protect newly applied material from rain, sun, wind and frost. To prevent from freezing cover with insulating material. Setting time is dependent on temperature and humidity.

D. Adhere to all procedures, limitations and cautions for this product in the manufacturers current printed technical data sheet and literature.

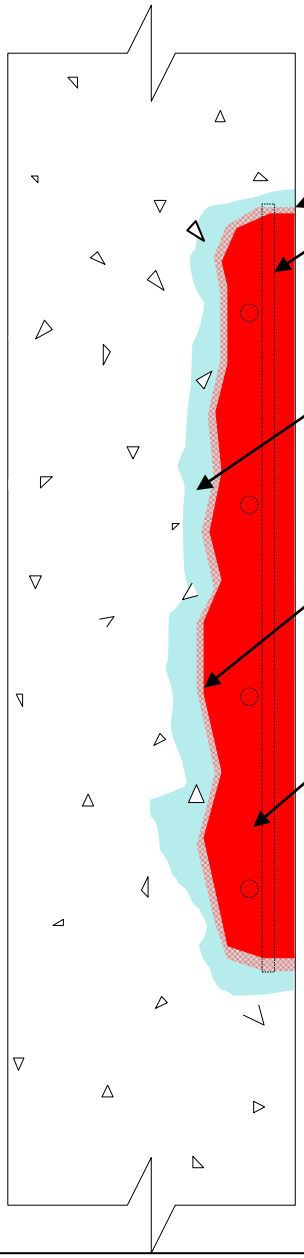
3.05 CLEANING

A. The uncured material can be cleaned from tools with water. The cured cement mortar can only be removed mechanically.

B. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

SC-08

SikaQuick VOH Vertical Repair



1. Substrate shall be clean, sound and lattinance-free prior to repairing. (Refer to ICRI Technical Guideline No. 03730.)
2. Pre-soak the substrate to provide saturated surface dry (SSD) condition prior to applying repair material.
3. Apply scrub coat of the repair material to the prepared substrate, filling all pours and voids.
4. While scrub coat is wet place SikaQuick VOH filling the entire cavity. Strike off and finish as required. Wet cure and protect as per the technical data sheet.

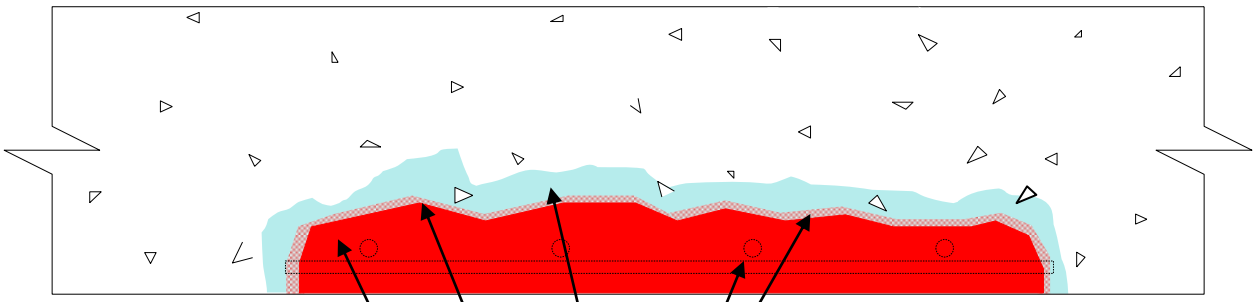
Note:

1. Apply scrub coat of repair material to the prepared substrate, filling all pores and voids.
2. If reinforcing steel is located within the repair location refer to Spec Component SC-201
3. For vertical applications greater than 3” in depth, a second lift should be applied.

Concrete Restoration Systems by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071

SC-08

SikaQuick VOH
Over Head Repair



1. Substrate shall be clean, sound and lattinance-free prior to repairing. (Refer to ICRI Technical Guideline No. 03730.)

2. Pre-soak the substrate to provide saturated surface dry (SSD) condition prior to applying repair material.

3. Apply scrub coat of the repair material to the prepared substrate, filling all pours and voids.

4. While scrub coat is wet place SikaQuick VOH filling the entire cavity. Strike off and finish as required. Wet cure and protect as per the technical data sheet.

Note:
1. Apply scrub coat of repair material to the prepared substrate, filling all pores and voids.
2. If reinforcing steel is located within the repair location refer to Spec Component SC-201
3. For overhead applications greater than 2” in depth, a second lift should be applied.

Concrete Restoration Systems by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071

APPENDIX A
CHECKLIST OF LABOR LAW REQUIREMENTS

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CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT JOB CONFERENCE MEETINGS

Name (print) _____ Date _____

Company _____ Project _____

The Federal and State labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

4. Certified Payroll Reports

Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776. Each contractor and subcontractor shall submit its weekly certified payroll reports to the LCR from the agency no less than weekly or within ten days of request. In the event that there has been no work performed during a given week, the certified payroll report shall be annotated: "No work" for that week. Under Labor Code Section 1776(h) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request. **For projects bidding after April 1, all contractors will need to upload their certified payroll to the Department of Labor Standards Enforcement website. Effective Jan. 1, 2016, ALL projects will require contractors to upload all certified payroll. This requirement is in addition to the request for payrolls by the City of Redlands;

5. Nondiscrimination in Employment

There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

6. Kickbacks Prohibited

Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code 4100 et seq.

9. Properly Licensed and Registered

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq. Contractors and subcontractors are also required to be registered with the Division of Labor Standards Enforcement to work on public works projects in California. Requirements for registration and penalties for not being registered are found in Labor Code 1773.3.

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

11. Workers Compensation Insurance

Labor Code 1861 requires contractors and subcontractors be insured properly for workers compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

13. Undocumented Workers

Contractors and subcontractors are prohibited by the Federal government against hiring undocumented workers, and must secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Contractors and subcontractors must provide itemized wage statements to employees per Labor Code 226.

In accordance with Federal and State laws and with the awarding agency contract documents, the undersigned prime contractor wishes to assure the City of Redlands that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

Contractor	**City of Redlands**
_____	_____
Name Printed	Name Printed
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

IMPORTANT NOTICE

New Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $300 but may increase each year. This fee shall be paid during the initial registration and each annual renewal.

DO I qualify for registration?
Contractors will need to meet minimum qualification standards to be registered. These include:

- Be properly licensed with the Contractors State License Board for your trade.
- Provide evidence of workers compensation insurance (if applicable).
- Be in good standing (Have no outstanding liabilities for wages, damages, penalties due to an employee or the State, may not be under State or Federal debarment).

WHAT happens if I don't register?
Unregistered contractors working on or bidding for public works projects will be subject to an immediate $2,000 fine and the $300 registration fee to continue working on the project. Unregistered contractors may be removed from the project by the Awarding Agency. Contractors found working on public works projects without being registered also risk not being approved for registration by DLSE.

ELECTRONIC CERTIFIED PAYROLL REPORTING REQUIREMENTS

Prevailing wage law has been changed to require contractors to submit certified payrolls electronically to the DLSE.

WHO is required to submit certified payrolls?
All contractors, subcontractors and sole owner/operators will be required to submit certified payrolls electronically to the DLSE.

WHEN do I need to submit certified payrolls electronically?
If your project is awarded after April 1, 2015, electronic payroll submission is required immediately. Otherwise, electronic payroll submission will be required for all projects awarded on or after January 1, 2016.

WHERE do I submit my certified payrolls?
For now, certified payrolls can be submitted by contractors to the DLSE at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin This website address will change when the DLSE implements their online electronic database system which still has not been developed. Alliant will notify contractors when this system is available.

DO I still need to submit hard copy certified payrolls?
The City of Redlands will still require hard copy submission of certified payroll reports per your contract. The requirement to submit certified payrolls electronically to the DLSE does not replace the requirement for contractors to submit payrolls to the City of Redlands.

Contact the City of Redlands regarding any questions you may have regarding the new requirements for contractor registration or online submission of certified payroll: (909) 798-7698.

PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS-140)

This is not a request for dispatch of apprentices.

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: **http://www.dir.ca.gov/das/PublicWorksForms.htm** for information about programs in your area and trade. The information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTORS STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME AND ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT WAS EXECUTED
	DATE OF EXPECTED/ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME AND ADDRESS OF APPRENTICESHIP PROGRAM(S)	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE/ACTUAL DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of the Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their standards. (Enter name of Committee)

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. (Enter name of Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

_____
Signature Date

_____
Typed Name

_____
Title

DAS-140 FORM - PUBLIC WORKS CONTRACT AWARD INFORMATION

(Title 8, California Code of Regulations, Section 230)
(California Labor Code, Section 1777.5 (e))

SUBMIT CONTRACT AWARD INFORMATION

Prior to commencing work on a contract for Public Works **every** Contractor shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices. Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to **all** of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project. This contract award information shall be in writing on a DAS Form 140, Public Works Contract Award Information or a letter which includes the following information:

(1) Contractor's name, address, telephone number and state license number;
(2) The full name and address of the public work awarding agency;
(3) The exact location of the public work site;
(4) Date of the contract award;
(5) Expected start date of the work;
(6) Estimated journeyman hours;
(7) Occupation of Apprentice;
(8) Approximate number of apprentices to be employed; and
(9) Approximate dates apprentices will be employed.

This information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.
Failure to provide contract award information, which is known by the awarded contractor, shall be deemed to be a continuing violation for the duration of the contract, ending when a Notice of Completion is filed by the Awarding Body, for the purpose of determining the accrual of penalties under Labor Code Section 1777.7.

THE TOP SECTION OF THE FORM COMPLETELY FILLED OUT will provide the information required pursuant to California Labor Code Section 1777.5 and California Code of Regulations Section 230.1.

LOWER SECTION OF THE FORM Check an appropriate box (#1, 2 or 3) for your status.

In addition to the "ORIGINAL(S)" mailed to all applicable Apprenticeship Committees, a copy of this information shall also be submitted to the City of Redlands.

NOTE: The filing of a DAS 140 is not a request for the dispatch of registered apprentices

CONTRACTOR FRINGE BENEFIT STATEMENT

Project Name:	Project Location:	Today's Date:
Contractor / Subcontractor Name:	Business Address:	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. Please Include Apprentice Rates.

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Print Name and Title	Signature and Date (Wet Signature Required)

California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

NAME OF CONTRACTOR: OR SUBCONTRACTOR: | CONTRACTOR'S LICENSE NO.: SPECIALITY LICENSE NO.: | ADDRESS:

PAYROLL NO.: | FOR WEEK ENDING: | SELF-INSURED CERTIFICATE NO.: WORKERS' COMPENSATION POLICY NO.: | PROJECT OR CONTRACT NO.: PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Statement of Compliance

Date:_____

I _____, the undersigned, am the _____ with the authority to act for and on
(Print Name) (Position in Business)
behalf of _____ certify under penalty of perjury that the records commencing on _____ and ending on _____ submitted herein and consisting of ____ pages are the originals, full and corrected documents, which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individuals names,

(1) That this employer has complied with the requirements of the California Labor Code Sections. 1771, 1811, and 1815 for all performed on this public works project, and that the classifications set forth therein for each trade rate conform with the work Performed.
(2) That any apprentices employed in the above period are duly registered to a bona fide apprenticeship program registered with the State of California's Division of Apprenticeship Standards.

PAYROLL/OTHER DEDUCTIONS

1. I herein certify the *full* and complete Prevailing Wages were paid as currently published and posted by the Director of Industrial Relations, State of California and only deductions as authorized under the laws of the State *of* California or the laws of United States of America have been made from these sums.
2. All other deductions are clearly listed for each employee on an attachment as required by the Director of Industrial Relations, State of California.

OPTIONAL BENEFIT PLANS

I herein certify that all employee deductions for benefit plans are authorized and the employee(s) are signed up for the plan(s) and are receiving the benefit(s) of the plan(s) listed.

☐ WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above payroll, payment of fringe benefits as listed in the contract have or will be made to the appropriate programs for the benefit of such employees, except as noted below.

☐ WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above payroll has been paid as indicated on the payroll, an amount not less the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the determination for the craft, except as noted below,

Exception(s)

Craft	Explanation
Craft	Explanation
Craft	Explanation

Remarks

I herein certify under the penalty of perjury all of the above is true and correct as submitted.

Name **Signature**

Date **Payroll #**

CONTRACTOR INFORMATION SHEET

Job Name: _____ Category: _____

Prime Contractor: _____

Subcontractor: _____ License#: _____

Address: _____

Phone #: _____ Payroll Report Contact: _____

Email Address: _____

Fax #: _____ Contract Amount: _____

Estimated Start Date: _____ Estimated End Date: _____

ANTICIPATED TRADES/CLASSIFICATIONS:

_____ _____

_____ _____

_____ _____

SUB-CONTRACTORS (if applicable)

Name: License #: Phone/ Fax #: Contact:

_____

_____

_____

APPENDIX B

CITY OF REDLANDS WORKDAY CONSTRUCTION SCHEDULE

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CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

2023

APPENDIX B

CONSTRUCTION WORKDAY CALENDAR

JANUARY

S	M	T	W	T	F	S
1 1	2 2	3 3	4 4	5 5	6 6	7 7
8 8	9 9	10 10	11 11	12 12	13 13	14 14
15 15	16 16	17 17	18 18	19 19	20 20	21 21
22 22	23 23	24 24	25 25	26 26	27 27	28 28
29 29	30 30	31 31				

FEBRUARY

S	M	T	W	T	F	S
			1 32	2 33	3 34	4 35
5 36	6 37	7 38	8 39	9 40	10 41	11 42
12 43	13 44	14 45	15 46	16 47	17 48	18 49
19 50	20 51	21 52	22 53	23 54	24 55	25 56
26 57	27 58	28 59				

MARCH

S	M	T	W	T	F	S
			1 60	2 61	3 62	4 63
5 64	6 65	7 66	8 67	9 68	10 69	11 70
12 71	13 72	14 73	15 74	16 75	17 76	18 77
19 78	20 79	21 80	22 81	23 82	24 83	25 84
26 85	27 86	28 87	29 88	30 89	31 90	

APRIL

S	M	T	W	T	F	S
						1 91
2 92	3 93	4 94	5 95	6 96	7 97	8 98
9 99	10 100	11 101	12 102	13 103	14 104	15 105
16 106	17 107	18 108	19 109	20 110	21 111	22 112
23 113	24 114	25 115	26 116	27 117	28 118	29 119
30 120						

MAY

S	M	T	W	T	F	S
	1 121	2 122	3 123	4 124	5 125	6 126
7 127	8 128	9 129	10 130	11 131	12 132	13 133
14 134	15 135	16 136	17 137	18 138	19 139	20 140
21 141	22 142	23 143	24 144	25 145	26 146	27 147
28 148	29 149	30 150	31 151			

JUNE

S	M	T	W	T	F	S
				1 152	2 153	3 154
4 155	5 156	6 157	7 158	8 159	9 160	10 161
11 162	12 163	13 164	14 165	15 166	16 167	17 168
18 169	19 170	20 171	21 172	22 173	23 174	24 175
25 176	26 177	27 178	28 179	29 180	30 181	

JULY

S	M	T	W	T	F	S
						1 182
2 183	3 184	4 185	5 186	6 187	7 188	8 189
9 190	10 191	11 192	12 193	13 194	14 195	15 196
16 197	17 198	18 199	19 200	20 201	21 202	22 203
23 204	24 205	25 206	26 207	27 208	28 209	29 210
30 211	31 212					

AUGUST

S	M	T	W	T	F	S
		1 213	2 214	3 215	4 216	5 217
6 218	7 219	8 220	9 221	10 222	11 223	12 224
13 225	14 226	15 227	16 228	17 229	18 230	19 231
20 231	21 233	22 234	23 235	24 236	25 237	26 238
27 239	28 240	29 241	30 242	31 243		

SEPTEMBER

S	M	T	W	T	F	S
					1 244	2 245
3 246	4 247	5 248	6 249	7 250	8 251	9 252
10 253	11 254	12 255	13 256	14 257	15 258	16 259
17 260	18 261	19 262	20 263	21 264	22 265	23 266
24 267	25 268	26 269	27 270	28 271	29 272	30 273

OCTOBER

S	M	T	W	T	F	S
1 274	2 275	3 276	4 277	5 278	6 279	7 280
8 281	9 282	10 283	11 284	12 285	13 286	14 287
15 288	16 289	17 290	18 291	19 292	20 293	21 294
22 295	23 296	24 297	25 298	26 299	27 300	28 301
29 302	30 303	31 304				

NOVEMBER

S	M	T	W	T	F	S
			1 305	2 306	3 307	4 308
5 309	6 310	7 311	8 312	9 313	10 314	11 315
12 316	13 317	14 318	15 319	16 320	17 321	18 322
19 323	20 324	21 325	22 326	23 327	24 328	25 329
26 330	27 331	28 332	29 333	30 334		

DECEMBER

S	M	T	W	T	F	S
					1 335	2 336
3 337	4 338	5 339	6 340	7 341	8 342	9 343
10 344	11 345	12 346	13 347	14 348	15 349	16 350
17 351	18 352	19 353	20 354	21 355	22 356	23 357
24 358	25 359	26 360	27 361	28 362	29 363	30 364
31 365						

City Holiday

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APPENDIX C

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:		

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** $ _____

Redlans Regular Meeting of 09-05-2023

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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City Council/Successor Agency Meeting **L. 6.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an additional appropriation of $4,932,257.96 from the Water Fund and approval of a Non-Professional Services Agreement with Ferguson Enterprises, LLC for an amount not-to-exceed $6,747,257.96 for the third and final phase of the Water Meter Replacement Project (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 approve an additional appropriation of $4,932,257.96 from the Water Fund for the third and final phase of the Water Meter Replacement Project; and
2. I move that the City Council approve a Non-Professional Services Agreement with Ferguson Enterprises, LLC for an amount not-to-exceed $6,747,257.96 for the third and final phase of the Water Meter Replacement Project.

RECOMMENDATION:

Staff recommends City Council approval of an additional appropriation of $4,932,257.96 from the Water Fund for the third and final phase of the Water Meter Replacement Project; and

Staff recommends City Council approval of a Non-Professional Services Agreement with Ferguson Enterprises, LLC for an amount non-to-exceed $6,747,257.96 for the third and final phase of the Water Meter Replacement Project.

DISCUSSION:

In 2019, the Municipal Utilities and Engineering Department (MUED) standardized water meters throughout the City. MUED selected water meters from Neptune Technology Group (Neptune) based on performance, reliability, and cost. Neptune water meters function reliably and accurately throughout their fifteen (15) year anticipated service life, and the company provides excellent customer service and support. Ferguson Enterprises, LLC (Ferguson) is the sole distributor of Neptune products in California. Purchasing Neptune products from any other distributor voids the factory warranty.

The original concept for the Water Meter Replacement Project was to replace potable and non-potable water meters within the Redlands water service area annually over a five (5) year period. On June 15, 2021, City Council approved a Non-Professional Services Agreement (Agreement) with Ferguson for a not-to-exceed amount of $1,884,651 for the first annual phase of the project. The initial term of the Agreement was for one (1) year and was extendable for four (4) additional one (1) year terms with a not-to-exceed amount of $1,815,000 each year for a total potential Agreement value of $9,144,651. Ferguson successfully completed the first annual phase of the project in June 2022 for a total of $1,624,187.80 and successfully completed the second annual phase of the project in June 2023 for a total of $1,807,100.25. To date, Ferguson has replaced and/or upgraded approximately 6,400 water meters.

Since initial approval of the project Agreement, prices for water meters, meter pit lids, receiver/transmitter units, and associated equipment have increased and the remainder of the project cannot be completed within the approved budget. Furthermore, the current lead time for delivery of water meters is approximately ten (10) months. It is necessary to execute a new Agreement with Ferguson for the next phase of the project, which consolidates all remaining project elements into a single and final project phase. This will also reduce the overall project delivery schedule from five (5) years to four (4) years.

The final project phase will replace and/or upgrade approximately 14,000 water meters with new Neptune Automated Metering Infrastructure (AMI) capable water meters that will allow for automatic water meter reading from a remote location. Ferguson will also replace meter pit lids and associated equipment. The Agreement requires completion of this final project phase within eighteen (18) months for a total not-to-exceed amount of $6,747,257.96. This Agreement requires an additional appropriation of $4,932,257.96 from the Water Fund. In July 2022, MUED staff submitted a grant application through the U.S. Department of the Interior Bureau of Reclamation (BOR) WaterSMART program for supplemental project funding. MUED recently learned that the BOR approved this grant application and will reimburse the City up to $2,631,430.60 when the project is successfully completed.

On June 15, 2021, City Council determined this project is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act since the project involves negligible or no expansion of existing or former use.

ALTERNATIVES:

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

STRATEGIC PLAN:

Strategic Plan Priority B, Strategic Objective 1 - Reduce non-revenue water (water loss) by 25%

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:

John R. Harris, Municipal Utilities and Engineering Director

Fiscal Impact

Fiscal Year:	FY 23/24
Appropriation Required Y/N:	Y
Amount:	4,932,257.96
Budgeted Y/N:	N
Account No.:	501910-7808

Discussion:

The approved FY 23/24 Water Projects budget includes $1,815,000 for this project. Approval of the Ferguson Agreement requires an additional appropriation of $4,932,257.96 from the Water Fund, which has a current reserve balance exceeding $16,000,000. When the project is successfully completed, the BOR WaterSMART grant proceeds of up to $2,631,430.60 will be returned to the Water Fund.

Attachments

Ferguson Agreement
Additional Appropriation Form

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of supply and replacement of potable and non-potable water meters ("Agreement") is made and entered in this 5th day of September, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation, ("City") and Ferguson Enterprises, LLC, a Virginia Limited Liability Company ("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 Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform water meter installation services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates John R. Harris, Municipal Utilities and Engineering 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 Contractor shall perform and complete the Services in a prompt and diligent manner. The Services shall commence as of the Effective Date of this Agreement.

4.2 The term of this Agreement shall be for a period of eighteen (18) months from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by one (1) additional one-year term ("Extended

Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

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

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Six Million Seven Hundred Forty-Seven Thousand Two Hundred Fifty-Seven Dollars and Ninety-Six Cents ($6,747,257.96) for the Services provided during the Agreement 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 "Rate Sheet," 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 This Agreement does not constitute an obligation for the City to purchase the quantities indicated in Exhibit "B". The quantities are estimates and are based on the most accurate information available. The purpose of this Agreement is to establish prices for the commodities or services required, in the event that the City needs to purchase such commodities or services. The needs of the City shall govern the amount to be purchased, and the City reserves the right to purchase quantities in excess of the estimates, in shortfall of the estimates, or not to purchase any quantities at all. The Contractor shall offer the best government pricing for test method that are not included in the price list.

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	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Dan Warner, District Manager Ferguson Enterprises, LLC 11909 Tech Center Court Poway, CA 92064 Dan.Warner@Ferguson.com (949) 690-4649

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. Commercial 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: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

Ferguson Enterprises, LLC

By: _____
Dan Warner, District Manager

EXHIBIT "A"
SCOPE OF SERVICES

PROJECT OVERVIEW

This project generally includes the removal of existing potable and/or non-potable water meters and replacement with AMR/AMI capable meters compatible with the City's Neptune 360 Advanced Software and MDM on a hosted server, retrofitting existing water meters with new registers, antennas, and replacement of meter pit lids in accordance with the Rate Sheet.

INSTALLATION TYPES AND SEQUENCE

A master list of customer accounts will be provided to Ferguson. These accounts have been consolidated into utility billing routes and cycles. Ferguson shall coordinate work with City staff to ensure efficient utility billing practices are not interrupted.

INSTALLATION SCHEDULE

The City and Ferguson shall cooperatively develop an initial project installation schedule and shall update and revise this schedule as necessary throughout the project. Ferguson shall provide the City an updated work schedule a week prior to work activities.

WORK HOURS

Unless approved in advance by the City, work hours are restricted to 7:00 am – 5:00 pm.

WEEKLY REPORTS

Ferguson shall provide the City with a weekly report itemizing tasks completed during the previous week in a format and at a day and time agreed to by both parties, but no later than noon on Wednesday.

FERGUSON STAFF

Project Manager. Ferguson shall designate a Project Manager, who shall have the authority to handle and resolve any disputes or contract issues with the City.

Installation Manager. Ferguson shall designate an Installation Manager, who shall be responsible for managing the installation on a day-to-day basis on behalf of Ferguson and for seeing that all installations are completed in a professional manner and in compliance with procedures required by local, state, and federal regulations (such as CalOSHA). The Installation Manager shall be experienced in supervising water meter installation projects and shall be familiar with applicable regulations and safe and proper installation procedures.

Employee Training. All Ferguson employees and employees of subcontractors shall be properly trained for assigned tasks.

Uniforms and Identification. All Ferguson employees and employees of subcontractors shall wear easily recognizable uniforms and always have proper identification. Ferguson shall be responsible for supplying all appropriate personal protective equipment including but not limited to safety vests and safety shoes.

ITEMS TO BE SUPPLIED BY FERGUSON

General. Ferguson shall supply the following project elements: Project Management, Employee and Subcontractor Supervision and Training, Complaint Resolution, Inspection, Testing, and Quality Control.

Tools and Materials. Ferguson shall furnish all supplies, materials, tools, and equipment necessary for the successful and timely completion of all water meter and AMI installations. The City will supply the product specifications for Meter gaskets and bolt sets upon request by Ferguson prior to mobilization.

Vehicles. Ferguson shall provide all vehicles and equipment to be used by its employees and subcontractors. Vehicles shall include a company logo and telephone number prominently displayed on each side.

Parking. Ferguson employees and subcontractors shall park vehicles in accordance with motor vehicle laws and shall not obstruct vehicle travel lanes or property access drives. Ferguson shall be responsible for resolving any motor vehicle citations.

Local Office. The City will designate a portion of the City Yard, located at 1270 West Park Avenue, for use by Ferguson employees and subcontractors. Ferguson may use this site for material storage and is responsible for security and insurance. No permanent structure may be erected at this site.

Field Communications. Ferguson employees and subcontractors working in the field shall be equipped with cellular phones and/or radios to resolve issues and questions quickly.

ACCOUNT AND DATA INSTALLATION SCHEDULING

Account Data File. The City will provide Ferguson with an electronic file with the following information:

Meter Address
Meter Size
Meter Serial Number
Most Recent Meter Reading

Additional information requested by Ferguson will be provided if available.

Residential Customer Notification. Prior to water meter installations, Ferguson shall attempt to contact impacted residents to notify them that their water service will be temporarily interrupted. If residents are not present during these installations, Ferguson may proceed with the work and shall leave a notice on the residents' front door upon completion.

INSTALLATION PROCEDURES

Work Order Processing. Ferguson shall ensure that all data transferred to and from the City's information systems is completed properly before commencing work.

Work Order Data. The Installation Manager shall provide work orders to installers. Each work order shall include at a minimum, the customer's address, account number, existing meter number, existing register number, meter make, model, and size, and most recent meter reading. These work orders shall be provided in an acceptable electronic format.

Site Conditions. Before each installation, the installer, under the direct supervision of the Installation Manager, shall inspect the site, including existing piping and shut-off valves. If the installer determines the condition is such that the work is likely to cause damage to existing piping, the Installation Manager shall not attempt the installation and shall inform the City. A City representative will inspect the site and provide appropriate direction. The installer shall report any plumbing irregularities including but not limited to meters installed backwards, disconnected meters, and taps located before a meter.

Repairs of Existing Conditions. The City may authorize Ferguson to make additional repairs to service lines, piping, and/or meter pits. This additional work must be approved in advance.

Meter Replacement. Ferguson shall ensure that the meter at each service location matches the meter identified on each work order. Ferguson shall check for running water prior to changing meters. Meter replacements shall include new gaskets and/or washers. Each removed meter shall be placed in the new meter box for the service location and shall be secured at the City Yard. The City shall be responsible for disposal of these removed meters.

Verifying Service Working. Ferguson shall flush water line after installing each new meter to ensure the meter is registering properly and to verify service restoration to the premises. Any location where flushing cannot be accomplished shall be reported to the City.

Valves. During installation, Ferguson shall shut off customer's water service by using a curb stop valve. At no time shall Ferguson use a crimping device to restrict water flow. If the outside control valve is not visible or is inoperable, Ferguson shall notify the City to rectify the issue.

Debris/Water Around Meter. Ferguson shall be responsible for removing and properly disposing of any reasonable amount of debris as necessary to access each water meter located within a meter pit or vault. If a water meter pit or vault is flooded so that the meter is fully or partially submerged, the installer shall pump out the pit or vault before removing and replacing the meter. Ferguson shall ensure that the water service is not in any way contaminated, even intermittently, by standing water in the meter pit or vault.

Plumbing/Landscaping and Related Damage. Ferguson shall be responsible for repairing any existing landscaping, ground cover, grass, plants, shrubs, trees, service lines, meter couplings, angle meter valves, and service fittings damaged within three feet (3') on the customer side of the meter due to negligence at its sole cost and expense. All repair work shall be inspected by the City.

Completed Work Orders. Completed work orders shall include the following information:
Meter Size and Meter Type
Verification or Correction of Existing Meter and Account Information
Old Meter Serial Number
Final Reading on Old Meter
New Meter Serial Number
New Meter Register Number
Reading on New Meter Register
Geo-positioning
Date and Time of Installation
Name of Installer
Description of any Problems Encountered or Repairs Made

Work orders shall be completed accurately. An electronic copy of all work orders, in a format agreed upon by Ferguson and the City, shall be provided to the City on a weekly basis at a date and time agreed upon by Ferguson and the City.

Ferguson Installation Responsibilities

Ferguson shall be responsible for the creation and deployment of a website specifically for the water meter replacement and endpoint installations. This website will incorporate FAQs and installer photos.

Ferguson shall provide a Call Center and a Toll-Free number that customers can call to coordinate installation times, ask questions, or report issues. The Call Center shall incorporate an automatic call distribution system capable of receiving and queuing calls, routing calls to waiting agents, and collection and reporting data on call volumes, waiting times, and durations of each call. The Call Center shall be staffed twenty-four (24) hours per day, seven (7) days per week throughout the project. Ferguson shall offer an online scheduling feature which is convenient for City customers.

Ferguson shall use its proprietary inventory management system to provide full accountability of assigned material at all times.

Ferguson shall supply an automated installation information management process in lieu of manually capturing and entering data. This process shall include an export file that the City can utilize to automatically upload data into the City's Utility Billing Software. The City shall be responsible for any charges related to the City's Utility Billing Software importing process. Real-time installation information, including installer tracking, shall be available to the City through a secure website.

Ferguson shall perform background checks for all project staff.

Ferguson shall capture GPS positioning from the meter pit with 3-5 meter accuracy using geo-positioning software. All GPS data shall line to the City's GIS database and be provided in a shape file. The following information shall be included in the geo-coded data:

Water Meter Account Number

Address
New Meter Serial Number
New Register Number

Ferguson shall provide a minimum of three (3) pictures for each installation; 1. Existing Meter, 2. Existing Meter Final Reading, 3. New Meter. These pictures shall be labeled by account number and provided to the City in a format agreed upon by Ferguson and the City.

Ferguson shall leave each installation site in a clean and neat condition equal to or better than the original condition of the site.

Should Ferguson receive a call or complaint from a customer or the City regarding an installation, Ferguson shall immediately log the call including the caller's name, address, account number (if available), date and time of call, nature of the call, and the action taken. All complaints shall be forwarded to the City within thirty-six (36) hours from the time of receipt.

Standard Meter Installation Requirements

Meters shall be located in outside meter pits or vaults with reasonable access or in a location that can become accessible by Ferguson within one (1) week.

Meters shall be accessible without subjecting Ferguson employees to unreasonable risk or harm.

Meter access shall not require excessive labor (i.e., asphalt removal, tree root removal, landscape obstruction removal).

Meter access shall not require confined space entry.

Ferguson shall not be required to remove excessive amounts of dirt, silt, water, or other debris from meter pits and/or vaults. Excessive shall be defined as any dirt, silt, water, or other debris removal requiring more than ten (10) minutes of digging or pumping by one (1) installer.

Ferguson shall not be required to repair or replace plumbing due to corrosion, existing damage, plumbing irregularities, substandard conditions, or existing connections not conforming to current building codes.

Water meters are on setters or equipped with standard meter connections that can be reused during meter installations.

Meter exchanges are like-for-like, same lay length and no plumbing is required.

Existing meter pits and vaults shall be in good condition, allowing enough room for easy replacement of the existing meter. Standard requirements are six inches (6") clearance on all sides of residential meters/connections, twelve inches (12") clearance on all sides of commercial meters/connections, and three inches (3") clearance from top of new meter to meter pit and vault lids.

Existing meter pits and vaults shall be reused and curb stops and valves shall be in good working condition.

Ferguson presumes a maximum of five (5) minutes to physically locate each meter pit and/or vault at each installation location address. The City shall provide meter pit and/or vault location notes if available.

Non-Standard Meter Installation

In the event Ferguson determines that any meter installation is not a standard meter installation, the City shall immediately be notified to provide direction. Non-standard work shall not begin without City approval. Non-standard work requiring special licensing or training shall be the City's responsibility.

Quality Control

Responses to Complaints. The City shall notify Ferguson of any project related complaint calls it receives and Ferguson shall contact the caller within two (2) hours of notification by the City to resolve.

Improper Installations. Ferguson shall be responsible for replacing any improperly installed meters, plumbing, lids, and/or associated equipment. Ferguson shall repair any damaged couplings, threads, unions, or meters damaged due to negligence. These repairs shall be made at no cost to the City.

Leaks After Installation. Within thirty (30) days after installation, Ferguson shall be responsible for resolving any leaks at valves, couplings, or service/house lines within three feet (3') of the meter installation location that is reasonably attributed to the meter installation at no cost to the City.

Disposal of Old Meters. The City shall be responsible for disposal of all removed meters.

Installation Control and Audit Procedures. Ferguson shall submit to the City for review and approval its proposed system for ensuring that all meter installation data is correctly recorded during installation, and that all data transferred to the City's Customer Information System (CIS) is accurate. Prior to any installations, Ferguson shall describe to the City its procedures designed to eliminate any opportunities for a meter or radio to be associated with the wrong address or account number in the CIS.

Ferguson Invoices. Invoices shall itemize work completed during the previous month by route and sequence number in accordance with the contract documents. Invoices shall be submitted to the City monthly on a date and time agreed upon by Ferguson and the City. Payment terms are net thirty (30) days from receipt of each Ferguson invoice.

Daily QA/QC Requirements. The Installation Manager shall review the progress of the work daily. Any installation irregularities shall be noted and scheduled for immediate correction and a summary report of these installation irregularities shall be provided to the City weekly.

Regular Meetings with City. The Contract Manager shall meet with the City periodically at a date and time agreed upon by Ferguson and the City, but not less than twice monthly, to discuss project progress.

Installation Warranties. All project related work shall be guaranteed against defects in workmanship for a period of one (1) year from the date of acceptance by the City.

Material Warranties. All materials are covered solely by manufacturer warranties. Ferguson will coordinate warranty service under these manufacturer warranties.

Change Management Process. Either Ferguson or the City may initiate a change by completing and submitting a Change Request form. The initiator of the change provides the completed form to the other party's representative. The Ferguson and City representatives shall cooperatively track change requests, evaluate change requests, negotiate and approve/deny the change request, file approved change requests as additions to the scope of work, and implement approved change requests.

EXHIBIT "B"
RATE SHEET

FERGUSON Waterworks
Meter & Automation Group

Customer: City of Redlands
Date: 7/31/2023
Ferguson Pricing Quote: 7/31/2023 - 7/31/2025
Contact: Matt Wilkinson
Cell: (951) 452-9370

Description	Qty	Type	Meter Cost	Total Meter Cost	Lid	Cost	Cost for Lids	Instal Costs	Total Install Cost	Total Cost
0.625-inch	619	T10 R900I Procoder (Fire Service)	$ 218.00	$ 134,942.00	DFW	$ -	$ -	$ 91.30	$ 56,514.70	$ 191,456.70
0.625-inch	75	T10 R900I Procoder	$ 218.00	$ 16,350.00	DFW	$ 52.90	$ 3,967.50	$ 104.30	$ 7,822.50	$ 28,140.00
0.75-inch	2755	T10 R900I Procoder	$ 260.00	$ 716,300.00	DFW	$ 52.90	$ 145,739.50	$ 104.30	$ 287,346.50	$ 1,149,386.00
1.0-inch	5628	T10 R900I Procoder	$ 322.00	$ 1,812,216.00	DFW	$ 70.29	$ 395,592.12	$ 104.30	$ 587,000.40	$ 2,794,808.52
1.5-inch	355	T10 R900I Procoder	$ 561.00	$ 199,155.00	DFW	$ 115.55	$ 41,020.25	$ 436.85	$ 155,081.75	$ 395,257.00
2.0-inch	234	T10 R900I Procoder	$ 710.00	$ 166,140.00	DFW	$ 115.55	$ 27,038.70	$ 436.85	$ 102,222.90	$ 295,401.60
Changeout Total	**9047**			**$ 3,045,103.00**			**$ 613,358.07**		**$ 1,195,988.75**	**$ 4,854,449.82**

Description	Qty	Type	Retrofit Cost	Total Retro Cost	Lid	Cost	Cost for Lids	Install Costs	Total Install Cost	Total Cost
0.625-inch	38	T10 R900I Procoder	$ 170.00	$ 6,460.00	DFW	$ 52.90	$ 2,010.20	$ 69.35	$ 2,635.30	$ 11,105.50
0.75-inch	1480	T10 R900I Procoder	$ 170.00	$ 251,600.00	DFW	$ 52.90	$ 78,292.00	$ 69.35	$ 102,638.00	$ 432,530.00
1.0-inch	2328	T10 R900I Procoder	$ 170.00	$ 395,760.00	DFW	$ 70.29	$ 163,635.12	$ 69.35	$ 161,446.80	$ 720,841.92
1.5-inch	134	T10 R900I Procoder	$ 170.00	$ 22,780.00	DFW	$ 115.55	$ 15,483.70	$ 96.20	$ 12,890.80	$ 51,154.50
2.0-inch	119	T10 R900I Procoder	$ 170.00	$ 20,230.00	DFW	$ 115.55	$ 13,750.45	$ 96.20	$ 11,447.80	$ 45,428.25
Retrofit Total	**4099**			**$ 696,830.00**			**$ 273,171.47**		**$ 291,058.70**	**$ 1,261,060.17**

Description	Qty	Type	Meter Cost	Total Meter Cost	Lid	Cost	Cost for Lids	Install Costs	Total Install Cost	Total Cost
Audit Add-On	6535	Lid Audit	$ -	$ -	N/A	$ -	$ -	$ 14.50	$ 94,757.50	$ 94,757.50
Project Total	**13146**			**$ 3,741,933.00**			**$ 886,529.54**		**$ 1,581,804.95**	**$ 6,210,267.49**

Material Subtotal	**$ 4,628,462.54**
Labor Subtotal	**$ 1,581,804.95**
Tax (8.75%)	**$ 404,990.47**
Project Management	**$ 92,500.00**
Material & Labor Bond	**$ 39,500.00**
Total	**$ 6,747,257.96**

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.

Ferguson Enterprises, LLC

By:_____ Date: _____

Jon Price, General Manager

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 9/5/2023

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**
Water Projects - Water Meters & Fittings	501910	7808		$ 4,932,257.96
				$ $ 4,932,257.96

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ 0.00
				$ $ 0.00

JUSTIFICATION: This additional appropriation is necessary to complete the Water Meter Replacement Project in a single phase. Upon successful completion, the Bureau of Reclamation will reimburse the City up to $2,631,430.60.

Requested By: John R. Harris JRH
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council/Successor Agency Meeting **L. 7.**

DATE: 09/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Highway Safety Improvement Program (HSIP) Cycle 9 Grant in the amount of $298,000, approving a Construction Contract with California Professional Engineering, Inc. for the HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings Project for an amount not-to-exceed $259,245, approving an additional appropriation of $48,000 for this project, and determining that the Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine acceptance of a grant and approval of a Construction Contract and construction of the Highway Safety Improvement Program (HSIP) Cycle 9 Orange Blossom Trail Phase 3 Crossings Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act;

2. I move that the City Council accept the California Department of Transportation HSIP Cycle 9 grant award of $298,000;

3. I move that City Council approve the HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings Project plans and specifications, and approve the Construction Contract with California Professional Engineering, Inc. for an amount not-to-exceed $259,245; and

4. I move that the City Council approve an additional appropriation in an amount not-to-exceed $48,000 for this project.

RECOMMENDATION:

Staff recommends City Council determine acceptance of a grant and approval of a Construction Contract and construction of the Highway Safety Improvement Program (HSIP) Cycle 9 Orange Blossom Trail Phase 3 Crossings Project are exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council accept the California Department of Transportation HSIP Cycle 9 grant of $298,000, approve the Project plans and specifications, and award a Construction Contract to California Professional Engineering, Inc. for an amount not-to-exceed $259,245, and approve an additional appropriation not-to-exceed $48,000 for this project.

DISCUSSION:

In August 2018, staff submitted a $250,000 funding application through the California Department of Transportation (CalTrans) Highway Safety Improvement Program (HSIP) to install enhanced crosswalks at the Orange Blossom Trail (OBT) crossings at Alabama Street and Tennessee Street. The HSIP manages and distributes federal funds to assist local agencies to reduce fatalities and serious injuries on public streets. In December 2018, the City was notified that the Project was selected for full funding. In July 2023, the City received an additional $48,000 in funding through the same program to supplement construction costs.

The enhanced crosswalk features include in-roadway lights, rectangular rapid flashing beacons, striping, and signage. Both locations are currently configured with uncontrolled crosswalks that are used by OBT users to cross these public streets. Pedestrians using these crosswalks are often obscured by oncoming traffic and parked vehicles. These safety enhancements will increase the visibility of pedestrians using the crosswalks.

A portion of the HSIP grant funding was used for preliminary Project engineering, and the remainder will be used for construction and construction engineering. The construction plans, specifications, and cost estimates for the engineering phase of the Project were completed by MUED staff.

In March 2023, CalTrans authorized the City to proceed with Project construction, and staff issued a bid notice. On May 18, 2023, the City Clerk’s office received and opened the following four (4) Project bids:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Amount**
Crosstown Electrical & Data, Inc., Irwindale, CA	$254,985
California Professional Engineering, Inc., La Puente, CA	$259,245
Elecnor Belco Electric, Inc., Chino, CA	$272,800
DBX, Inc., Temecula, CA	$284,261

MUED staff reviewed the bids and determined that Crosstown Electrical & Data, Inc. (Crosstown) was the apparent lowest bidder. After further review, the City's Risk Management Division determined Crosstown is “Not Qualified”. Crosstown elected not to appeal this decision and their bid was disqualified. Staff reviewed the remaining bids and determined that California Professional Engineering, Inc. was the next lowest responsive and responsible bidder. Staff recommends awarding a Construction Contract to California Professional Engineering, Inc. for an amount not-to-exceed $259,245, and approve an additional appropriation not-to-exceed $48,000 for this project. If approved, it is anticipated that the Project will be completed within 100 calendar days from issuance of a Notice to Proceed.

The Project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act as this project is within the City’s right-of-way on the street and involves negligible or no expansion of use beyond what is existing.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

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

PREPARED BY:
Veronica Medina, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 23/24
Appropriation Required Y/N:	Y
Amount:	$48,000
Budgeted Y/N:	Y
Account No.:	200400; 101400

Discussion:

Accepting the HSIP Cycle 9 grant and approving the construction contract requires an additional appropriation of $48,000 from the Governmental Grant Fund (200400). The FY 23/24 Governmental Grant Fund (200400) includes $235,000 for this project, all of which will be reimbursed by the CalTrans HSIP grant program after successful completion of the Project. The remaining balance of $24,245 is included in the FY 23/24 MUED Engineering Budget (101400).

Attachments

HSIP Cycle 9 Award Letter
HSIP Additional Funding Notification Email
A. CPE Public Works Contract
B. Bid Opening
C. Bid Analysis
D. Location Map
Additional Appropriation
Specifications
Plans
CPE - Safety Questionnaire Final
Crosstown - Safety Questionnaire Final

DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL ASSISTANCE
P.O. BOX 942874, MS-1
SACRAMENTO, CA 94274-0001
PHONE (916) 654-1776
FAX (916) 654-7181
TTY 711
www.dot.ca.gov

Serious drought.
Help save water!

December 27, 2018

Mr. Jason Montgomery
Senior Civil Engineer
City of Redlands
35 Cajon Street, PE Box 3005
Redlands, CA 92373

Dear Mr. Montgomery:

Congratulations! The following project you submitted for the Highway Safety Improvement Program (HSIP) Cycle 9 funding has been selected for implementation:

Application ID	Location	Description of Work	Project Cost	Federal Funds
08-Redlands-2	Orange Blossom Trail at Alabama Street and Tennessee Street.	Install pedestrian crossings with enhanced safety features.	$ 250,000	$ 250,000

To view the complete statewide project listing, please visit the HSIP website at: http://www.dot.ca.gov/hq/LocalPrograms/HSIP/prev_cycle_results.htm.

In HSIP Cycle 9, 221 projects were selected from a candidate pool of 351 applications. These projects are selected for funding either based on the statewide Benefit Cost Ratio (BCR), or under the various set-asides (i.e. set-asides for Guardrail Upgrade, Horizontal Curve Signing, Pedestrian Crossing Enhancements, and Tribes). The selected HSIP projects, totaling $182 million, will be programmed in the 2019 Federal Statewide Transportation Improvement Plan (FSTIP).

So what is next?

1. Program new HSIP projects into the FSTIP:
   The Metropolitan Planning Organizations (MPOs) will be informed of the projects being approved for funding, and the MPOs will program these projects in their FSTIP. Please note that it is your agency's responsibility to check with your MPO to confirm when the Federal Highway Administration (FHWA) has approved the programming of your projects. At that

time your agency may submit a request for authorization (RFA) to begin reimbursable work on the project in accordance with federal-aid project implementation procedures.

While waiting for the projects to be programmed into the FSTIP, your agency is encouraged to prepare documents required for your first Request for Authorization to Proceed (E-76) with your first phase of work. For more details regarding project implementation, please review the Local Assistance Procedures Manual (LAPM) at http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm.

2. Deliver your HSIP projects and meet the delivery milestones per requirements:
   For HSIP Cycle 9 projects, the following delivery milestones are required:
   • The milestone of E-76 with Preliminary Engineering is met by September 30, 2019; and
   • The milestone of E-76 with Construction is met by December 31, 2021.

   Caltrans will track the delivery of these HSIP projects. For delivery reports, consequence of not meeting the delivery requirements, exceptions, time extensions and other details, please visit http://www.dot.ca.gov/hq/LocalPrograms/HSIP/delivery_status.htm.

Important: Use EPSP to deliver the projects

Key: Local agencies can and should use the Expedited Project Selection Procedures (EPSP) to deliver their HSIP projects in advance of the FSTIP program year.

Given that a HSIP safety project is programmed in the FSTIP as lump-sum (i.e. not programmed by phases), it is quite often that the actual year of one or more phases will be different from the program year in the FSTIP. When this occurs, local agencies are allowed and encouraged to request for E-76s in any year, using the Expedited Project Selection Procedures (EPSP). The fact that a local HSIP project is not programmed in a given year should NOT hinder the local agency from requesting for authorization in that year, if the local agency is ready to start the work for a project phase. This understanding is especially important in meeting the delivery requirements of the local HSIP projects. For the specifics of using the EPSP, please visit http://www.dot.ca.gov/hq/LocalPrograms/HSIP/delivery_status.htm.

If you have questions, please feel free to contact Enrique Gonzalez at (909) 806-3960, or at Enrique.M.Gonzalez@dot.ca.gov.

Sincerely,

David Lee
District Local Assistance Planner

DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL ASSISTANCE
P.O. BOX 942874, MS-1
SACRAMENTO, CA 94274-0001
PHONE (916) 654-1776
FAX (916) 653-1905
TTY 711
www.dot.ca.gov

Making Conservation a California Way of Life.

March 26, 2021

Highway Safety Improvement Program (HSIP) Cycle 10 Awardee

Dear Recipient:

Congratulations! Your HSIP application has been selected for funding.

The complete list of funded projects in HSIP Cycle 10 Call for Projects is available online at https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/approved-project-lists.

The agency's first step is to contact the appropriate District Local Assistance Engineer (DLAE) who can assist with the funding allocation process and other project management requirements. The DLAE contact information is available at https://dot.ca.gov/programs/local-assistance/other-important-issues/local-assistance-contacts.

To help in the success of your project, here are some important items to note:

1. All HSIP Cycle 10 projects will be funded with State-only funding.

2. The HSIP is a reimbursement program. Reimbursable work cannot commence on your project until:
    a. You receive an allocation from Caltrans Division of Local Assistance (DLA) for this project;
    b. You have a State-only Funds Master Agreement for your agency; and
    c. You have a Program Supplement Agreement (PSA) for this project.

    For implementation guidance, allocation request form and other documents, please visit https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/state-funded-hsip.

    Please note:
    a. the funding allocation process for HSIP projects with State-only Funding is different from projects in other programs such as ATP/STIP and SB1. The funding allocation for HSIP projects is processed through Caltrans DLA, not the CTC.
    b. The funding allocation request is Phase specific, i.e. Preliminary Engineering (PE), Right of Way (ROW) or Construction (CON).

3. The delivery of the HSIP Cycle 10 projects must meet the below milestones:
    a. The PE phase (if applicable) must be allocated by 12/31/2021;
    b. The Construction (CON) phase must be allocated by 3/31/2024.
    c. The project must be completed and closed out by 3/31/2026.

You may submit your funding allocation for PE to the DLAE now. Allocation request for CON may be submitted after 3/1/2022.

HSIP project delivery requests and status of the projects are available at https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects.

4. It is the agency's responsibility to review their project scope throughout the project delivery process and confirm that HSIP funding is used to fund the approved eligible scope as defined in your HSIP application. In case that any scope or cost change is needed, please contact your DLAE.

5. Prior to engaging in any Architectural and Engineering (A&E) contract procurement(s), agencies should reference Chapter 10 (Consultant Selection) of the Local Assistance Procedures Manual (LAPM), located at: https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm.

For more guidance on implementing State-funded HSIP projects, please visit https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/state-funded-hsip.

If you have any questions about your project, please contact your DLAE.

Sincerely,

DEE LAM
Division of Local Assistance, Chief

c: DLAEs and HSIP Coordinators, Caltrans Districts
Chiu Liu/Richard Ke, HSIP Managers, Caltrans HQ
Robert Peterson, Chief, Office of Federal Programs, Caltrans HQ
Sujaya Kalainesan, Chief, Office of Project Implementation - South, Caltrans HQ
Felicia Haslem, Chief, Office of Project Implementation - North, Caltrans HQ

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 5th day of September 2023, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and California Professional Engineering, Inc., a California corporation, (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings, City Project No. 47033, Federal Project No. HSIPL 5083(024) (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Two Hundred Fifty-Nine Thousand Two Hundred Forty-Five dollars ($259,245) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within One Hundred (100) calendar days 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 consecutive calendar day 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)

_____
Van Nguyen, President

_793907_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings
City Project No. 47033,
Federal Project No. HSIPL 5083(024)

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 _____, 2023.

_____
Van Nguyen, President

(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 California Professional Engineering, Inc. (hereinafter designated as "Principal") have entered into an agreement dated September 5, 2023 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings, City Project No. 47033, Federal Project No. HSIPL 5083(024) 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 Fifty-Nine Thousand Two Hundred Forty-Five dollars ($259,245) 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 _____, 2023.

(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 California Professional Engineering, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated September 5, 2023, and identified as HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings, City Project No. 47033, Federal Project No. HSIPL 5083(024) is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commending 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 Fifty-Nine Thousand Two Hundred Forty-Five dollars ($259,245) 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.

SIGNATURES ON NEXT PAGE

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2023.

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

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **18th day of May 2023 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings – Project No. 47033 HSIPL-5083(024)**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	Addenda Acknowledged (1)	Total Bid Amount
1	Crosstown Electrical & Data Inc., Irwindale CA	Yes	Yes	1 acknowledged	$254,985.00
2	California Professional Engineering Inc., La Puente CA	Yes	Yes	1 acknowledged	$259,245.00
3	Elecnor Belco Electric, Inc., Chino CA	Yes	Yes	1 acknowledged	$272,800.00
4	DBX, Inc., Temecula CA	Yes	Yes	1 acknowledged	$284,261.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Veronica Medina; Goutam Dobey

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 47033; HSIPL-5083(024)
HSIP-Cycle 9 Orange Blossom Trail Phase 3 Crossings Project

BID DATE: 18-May-2023
EST. START DATE: 24-Jul-2023

Item No.	Bid Item	Quantity	Unit	Crosstown Electrical & Data, Inc.		California Professional Engineering, Inc.		Elecnor Belco Electric, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$12,500.00	$12,500.00	$5,100.00	$5,100.00	$12,000.00	$12,000.00
2	Traffic Control	1	LS	$8,500.00	$8,500.00	$6,000.00	$6,000.00	$9,500.00	$9,500.00
3	In-Roadway Warning Light System	2	EA	$68,490.00	$136,980.00	$69,705.00	$139,410.00	$58,000.00	$116,000.00
4	Rectangular Rapid Flashing Beacons (RRFB) with Pole	5	EA	$12,390.00	$61,950.00	$14,460.00	$72,300.00	$19,800.00	$99,000.00
5	Annunciating Pushbuttons	5	EA	$2,280.00	$11,400.00	$2,127.00	$10,635.00	$1,860.00	$9,300.00
6	Signage and Striping	1	LS	$5,655.00	$5,655.00	$8,000.00	$8,000.00	$5,000.00	$5,000.00
7	Demobilization	1	LS	$1,000.00	$1,000.00	$800.00	$800.00	$5,000.00	$5,000.00
8	Unforeseen work not covered within all other bid items	1	LS	$17,000.00	$17,000.00	$17,000.00	$17,000.00	$17,000.00	$17,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Bid Price				**$254,985.00**		**$259,245.00**		**$272,800.00**

License Status	Active	Active	Active
Sub's License Status	Yes	Active	Active
Bid Bond Company	Fidelity and Deposit Company of Maryland	United States Fire Insurance Company	Liberty Mutual Insurance Company
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	Yes	N/A	Yes
DIR Status	Active	Active	Active
Error in Bid	No	No	No

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 47033; HSIPL-5083(024)
HSIP-Cycle 9 Orange Blossom Trail Phase 3 Crossings Project

BID DATE: 18-May-2023
EST. START DATE: 24-Jul-2023

Item No.	Bid Item	Quantity	Unit	DBX, Inc.					
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$5,000.00	$5,000.00				
2	Traffic Control	1	LS	$29,920.00	$29,920.00				
3	In-Roadway Warning Light System	2	EA	$70,250.00	$140,500.00				
4	Rectangular Rapid Flashing Beacons (RRFB) with Pole	5	EA	$15,000.00	$75,000.00				
5	Annunciating Pushbuttons	5	EA	$1,900.00	$9,500.00				
6	Signage and Striping	1	LS	$4,841.00	$4,841.00				
7	Demobilization	1	LS	$2,500.00	$2,500.00				
8	Unforeseen work not covered within all other bid items	1	LS	$17,000.00	$17,000.00				
	Last Minute Additions/Deductions				$0.00				
	Total Bid Price				**$284,261.00**				

License Status	Active		
Sub's License Status	Active		
Bid Bond Company	The Ohio Casualty Insurance Company		
Submitted Entire Bid Package	Yes		
Submitted Sub's Qualification Statement	Yes		
DIR Status	Active		
Error in Bid	No		



HSIP Cycle 9 In-Roadway Lights Project
Alabama and Tennessee St at OBT Crossings
Location Map

City of REDLANDS "A City That Works"

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 8/3/2023

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Other Betterments & Improvements	200400	8501	F400006	$ 48,000.00
			$	$ 48,000.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200400	4407	F400006	$ 48,000.00
			$	$ 48,000.00

JUSTIFICATION: To facilitate funding for the construction of HSIP Cycle 9, which proposes to install enhanced crosswalks at Alabama St and Tennessee St at the intersection of the recently completed Orange Blossom Trail Phase III.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

CITY OF REDLANDS
MUNICIPAL UTILITIES &
ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings
City Project No. 47033,
Federal Project No. HSIPL 5083(024)

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

APRIL 2023

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CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings City Project No. 47033, Federal Project No. HSIPL 5083(024)

For use in conjunction with specifications entitled: "Standard Specifications for Public Works Construction (Greenbook)" 2021 Edition; "Standard Plans for Public Works Construction" 2021 Edition; Standard Specifications, State of California, Department of Transportation, latest edition, the State of California Department of Transportation Standard Plans 2018 edition unless otherwise specified, and these Special provisions.

City Council:
Eddie Tejeda, Mayor
Paul T. Barich, Mayor Pro Tem
Denise Davis, Councilmember
Jenna Guzman-Lowery, Councilmember
Mario Saucedo, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

City Staff:
Charles M. Duggan Jr., City Manager

APRIL 2023

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HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings
City Project No. 47033,
Federal Project No. HSIPL 5083(024)

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NOTICE INVITING SEALED PROPOSALS (NIB)
For
HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings
City Project No. 47033, Federal Project No. HSIPL-5083(024)

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands invites all and will receive sealed Proposals (Bids) at the office of the City Clerk, City of Redlands, 35 Cajon Street, Suite 4, Redlands, CA 92373, on **May 18, 2023**, 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: HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings, Project No. 47033, Federal Project No. HSIPL-5083(024).**

The City Council of the City of Redlands reserves the right to reject any and all Bids, to waive any irregularity, and award contracts in the best interests of the City.

The City of Redlands utilizes PlanetBids, a web based bid management service to manage request for bids. PlanetBids does not charge a fee to access and view current project 'Request for Bids"; however, they require potential contractors, subcontractors and suppliers to provide contact information in order to download files, receive addendum notifications and to receive automatic updates or revisions to projects. PlanetBids can be accessed through the City of Redlands website at http://www.cityofredlands.org/RFP.

Proposals (Bids) shall be executed on the separately bound forms included within the "Bid Submittal Package" in accordance with the instructions contained therein.

Bid security, in the form of a cashier's check, a certified check made to the order of the City of Redlands, or a Bidder's Bond, and in an amount not less than ten percent (10%) of the amount of the Bid is required to be submitted with each Bid. Said check or bond shall be given as a guarantee that the bidder will enter into contract with the City of Redlands if awarded the work, and will be declared forfeited if the selected bidder fails to enter into contract within fourteen (14) days after Notice of Award.

The Bidder to whom award is made will be required to furnish a Labor and Material Bond and a Faithful Performance Bond each in an amount of 100% of the Bid amount, from surety company satisfactory to the City of Redlands.

Attention is directed to the Federal minimum wage rate requirements. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employee in question.

Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

Pursuant to provisions of Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance of the work.

Pursuant to the provisions of Section 3300 of the California Public Contract Code, Bidders shall be licensed as "Class A" or "Class C-10" and provide their California State Contractor's License numbers to the City. In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All terms and conditions contained in the Contract Documents including the Instructions to Bidders shall become a part of the Contract. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of Bid Opening.

This project has a goal of nine percent (9%) disadvantaged business enterprise (DBE) participation. It shall be the responsibility of the Contractor to ensure that this goal is met for each project of this contract with Caltrans certified DBE/WBE subcontractors. It is further the responsibility of the Contractor to ensure that these certifications do not expire prior to bid opening.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

All questions related to this project shall be directed to Veronica Medina, Project Manager, at 909-798-7584 Ext 6. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any products be considered for approval prior to award of the Contract. Changes, if any, will be made by addendum prior to opening of Bids.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA.

Dated this 25th day of April, 2023

Jeanne Donaldson, City Clerk
City of Redlands

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings
City Project No. 47033,
Federal Project No. HSIPL 5083(024)

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. Attention is directed to the Federal minimum wage rate requirements. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employee in question.

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: **HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings**
City Project No. 47033, Federal Project No. HSIPL 5083(024)

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" and "Class C-10" 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.

11. AWARD OF CONTRACT

The Award of Contract shall be to the Lowest Responsible Bidder as prescribed by Public Contract Code Section 20164-20172, inclusive.

12. CONTRACT ASSURANCE

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

13. BID RIGGING

The U.S. Department of transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hot-line to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the dot Inspector General.

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

HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings
City Project No. 47033,
Federal Project No. HSIPL 5083(024)

NOTE: Bidders must bid each item in this schedule. All entries in the entire PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

BID SCHEDULE

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
1	Mobilization (Maximum 5% of Total Base Bid Price)	LUMP SUM	N/A	$_____
2	Traffic Control	LUMP SUM	N/A	$_____
3	In-Roadway Warning Light System	2 EA	$_____/EA	$_____
4	Rectangular Rapid Flashing Beacons (RRFB) with Pole	5 EA	$_____/EA	$_____
5	Annunciating Pushbuttons	5 EA	$_____/EA	$_____
6	Signage and Striping	LUMP SUM	N/A	$_____
7	Demobilization	LUMP SUM	N/A	$_____
8	Unforeseen work not covered within all other bid items	LUMP SUM	N/A	$17,000
			BID SCHEDULE PRICE	**$_____**

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

BID SCHEDULE TOTAL PRICE: $_____

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: _____

_____

_____

* Provision is made here for the Bidder to include an addition or deduction in its bid, if it wishes, to reflect any last-minute adjustments in prices. The addition or deduction, if made, will be proportionately applied to the Progress Payments total for the respective item in the Schedule of Prices, the amount being added or deducted for each monthly payment. The unit prices entered in the Schedule of Prices will not be affected.

LOW BID DETERMINATION:

The low bid will be determined pursuant to Public Contract Code Section 20103.8 as the lowest bid price on the Bid Schedule Total Price on page BD 11. A responsible bidder who submits the lowest bid as determined by the above method shall be awarded the contract, if it is awarded, by the City Council of the City of Redlands.

ADDENDA

Receipt of the following addenda is hereby acknowledged and the same is included in the Bid Price:

Addendum #1_____ (initials) Addendum #2_____ (initials) Addendum #3_____ (initials)

Addendum #4_____ (initials) Addendum #5_____ (initials) Addendum #6_____ (initials)

ATTEST: (if Corporation)

(Corporation Seal)

_____ _____

Company Name Signature

_____ _____

Address Name

_____ _____

City, State, Zip Title

BID CERTIFICATION

The undersigned certifies that they are familiar with the various State and local laws affecting labor, length of working days, employer's liabilities, Sunday work, alien labor, domestic materials, Subcontractors, etc.

It is understood and agreed that the work under the contract will be commenced by the undersigned Bidder, if awarded the contract, within ten (10) calendar days from the date in the Notice to Proceed and will be completed by the Contractor in the time set forth in the **CONTRACT**.

Enclosed find Bidders bond or certified or cashier's check No. _____ on the _____ Bank, in the amount of _____ _____ which is not less than ten percent (10%) of the Bid submitted by the undersigned, made payable to the City of Redlands, California and which is given as a guarantee that the Bidder agrees that in case of their default in executing said contract with necessary bonds, the bond or check accompanying this Bid and the money made payable shall become and remain the property of the City of Redlands.

It is understood and agreed that the City of Redlands has the right to waive defects or irregularities and to accept or reject any or all Bids. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of the Bid Opening except as allowed by the California Public Contract Code.

The following information, required by State law under penalty of perjury, is true and correct. Failure to complete this information renders the bid non-responsive, and the bid must be rejected.

_____	_____
Company Name	Signature
_____	_____
Address	Signatory's Title
_____	_____
City, State, Zip	State License Number and Class
_____	_____
Telephone Number	License Expiration Date

Dated this _____ day of _____, 20___.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the City Project No. 47033, Federal Project No. HSIPL 5083(024).

NOW, THEREFORE, if said Principal is awarded a contract by said City and, within the time and in the manner required under the heading "Instructions to Bidders" bound with said Specifications, enters into a written contract on the form of agreement bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials; then this obligations shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and Judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____.

_____**(SEAL)**
(Principal)

By:_____
(Signature)

_____**(SEAL)**
(Surety)

By:_____
(Signature)

Address:_____

_____

Telephone (___)_____

(Seal and Notarial Acknowledgment of Surety)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontractor , hereby certifies that he has_____, has not_____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not field the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

ACKNOWLEDGED this_____ day of _____,_____.

_____

Contractor's Signature

_____

Contractor's Name

_____

Address

_____

City

STATEMENT BY BIDDER
NON-COLLUSION AFFIDAVIT

STATE OF)
) ss
COUNTY OF)

_____, being first duly sworn, deposes and says that

he is
(Sole Owner, a Partner, President, Secretary, etc.)

of
(Contractor)

the party making the foregoing bid on City Project No. 47033, Federal Project No. HSIPL 5083(024). 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 City Project No. 47033, Federal Project No. HSIPL 5083(024), 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 City Project No. 47033, Federal Project No. HSIPL 5083(024), within the past two years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Redlands.

1. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

2. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

3. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

STATEMENT BY BIDDER
GENERAL INFORMATION

1. Bidder's Mailing Address _____

   _____

2. Number of years engaged in the contracting business under your present firm or trade name:

   _____

3. Have you ever failed to complete any work awarded to you? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

4. Have you ever defaulted on a contract? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

5. Have you ever been a party to a lawsuit or gone to arbitration during the last 5 years? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

6. Has any Stop Notice been filed against you during the last 5 years? (Yes or No) ___. If yes, provide details in the space provided in Item 10.

7. Has your contractor's license ever been suspended, revoked, or subject to disciplinary action? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

8. Contracts currently on hand:

Agency Name	Amount of Contract	Start Date	Completion Date

9. Enter the name of person(s) who inspected the site of the proposed work for your firm and the date of said site inspection.

   Name:_____ Date:_____

10. In the space provided, the Bidder shall provide details concerning any "Yes" answers provided in this "General Information" section. Details shall include, but not be limited to, the nature of dispute, name of the agency involved and the final outcome. If requested by the City, the Bidder shall supply additional information, sufficiently detailed, to permit evaluation of the Bidder's ability to perform the work.

Question Number	Details

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- ☐ a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial
- b. material change

For Material Change Only:
year_____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  value _____

13. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

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CONTRACT DOCUMENTS
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PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this ___ day of _____, 2023, 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: **HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings**, **City Project No. 47033, Federal Project No. HSIPL 5083(024)** (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of _____ dollars ($_____) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within One Hundred (100) calendar days 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 consecutive calendar day 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 the 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 the 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
HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings
City Project No. 47033,
Federal Project No. HSIPL 5083(024)

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 _____, 2023.

_____
(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 _____, 2023 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as _____ and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of _____ dollars ($_____) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder,

arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2023.

(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 _____, 2023, and identified as _____ is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commending 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 _____, 2023.

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

GENERAL CONDITIONS
(GC)

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GENERAL CONDITIONS

The Standard Specifications for Public Works Constructions, 2021 Edition (Greenbook), together with supplements as published by Building News, Inc., are modified herein and comprise the Standard Specifications. For convenience, the section and subsection numbering system used in these modifications correspond to those used in the Greenbook. Unless specifically deleted or modified herein, all requirements of the Greenbook shall prevail.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Agency - *Amend as follows:*
"The legal entity (City) for which the Work is being performed."

Bidder - *Amend as follows:*
"Any individual, firm, partnership, corporation, or combination thereof, licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, submitting a Bid for the Work, acting directly or through a duly authorized representative."

City. The City of Redlands, San Bernardino County, California, being the legal entity for which the Work is being performed. Also referred to as Agency or Owner.

City Council. The City Council of the City of Redlands, San Bernardino County, California, being the body authorizing entrance into legal agreements and allowing work in public right-of-way or on public property controlled by the City of Redlands. Also referred to as Board.

Engineer - *Amend as follows:*
"The Chief Engineer of the Agency, being the Municipal Utilities and Engineering Director, or other person designated by the Board or Chief 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 3-13.3 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), 2021 Edition
N. Standard Plans for Public Works Construction, 2021 Edition
O. Reference Specifications.
P. Caltrans Standard Specifications, 2018 Edition
Q. Caltrans Standard Plans, 2018 Edition

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.

These record drawings shall be kept current and legible, and shall be available for inspection at all times by the Engineer, Architect and Contractor. All information, changes in the work or work added on these record drawings shall be marked in red. All markings shall use the same legends that are used on the drawings. Indicate locations by exact dimensions and elevations. Give dimensions and elevations from a permanent reference point and prepare all changes to scale.

At the end of construction, the contractor shall prepare one set of marked-up prints of the record drawings indicating any and all revisions and changes to the drawings reflecting As-Built conditions. The drawings shall also contain a listing of all subcontractors who worked on the construction project. The As-Built drawings will be submitted to the Municipal Utilities and Engineering Department for review and approval by the City Inspector and Engineer.

The design engineer or City staff shall prepare the final As-Built drawings for record purposes in one of the following two ways: (1) Check out the original drawings from the City and manually revise the drawings to reflect the As-Built condition; or (2) Re-plot the original drawings electronically on 4 mil mylars and make revisions electronically to reflect the As-Built conditions. The final As-Built drawings will be reviewed and approved by the City Inspector and Engineer

The construction related bonds will not be released by the City until the As-Built drawings are accepted by the Engineer and all City stipulated conditions for the release of the bonds have been satisfied.

3-12 WORKSITE MAINTENANCE

3-12.4 Storage of Equipment and Materials.

The Contractor shall be required to provide and maintain as necessary, any additional property required for storage of equipment, materials, etc., to perform work on this project. Should the additional property be located within the city limits of the City of Redlands, the Contractor shall obtain written approval from the City of Redlands Development Services Department and comply with all conditions set therein prior to use. When private property is used for a yard area, the Contractor shall also secure written authorization from the private property owner and supply a copy of such to the City before any monthly progress payment is submitted.

The Contractor shall ensure the construction yard adheres to all local, State and Federal regulations, ordinances, codes and maintained in a neat and orderly manner throughout the duration of the project. The contractor shall include the construction yard in the Erosion Control Plan or SWPPP and shall be inspected and approved prior to use of the yard. If at any time during the project the location of the construction yard changes from the approved site, the City shall be notified prior to relocation for inspection and approval. Should the Contractor fail to comply with these conditions, the Engineer may suspend the work per SSPWC section 6-6 until the condition is corrected.

At the end of the project or as required, the Contractor shall: clean up and remove all trash and debris, including all organic trash and debris; clean up and remove all hazardous and biochemical wastes from the property to the satisfaction of the agency (City, County, State, or Federal) charged with overseeing these items; and provide to the City a written release from the private property owner that they are satisfied with all clean up and removal work.

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.

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.

3-13.3.1 Warranty of Work. The Contractor shall guarantee the Work against defective materials or workmanship for a period of (1) year from the date of completion date specified in the Notice of Completion, except where longer warranty periods are specifically stated. As specified in Section 2-4 in the GENERAL CONDITIONS, the Performance Bond shall remain in full force and effect during the warranty period.

All work which has been rejected, shall be remedied, or removed and replaced, by the Contractor at his own expense, with work conforming to the Plans and Specifications. Any defective material or workmanship which may be discovered before final acceptance or within (1) one year from the completion date specified in the Notice of Completion shall be corrected immediately by the Contractor at his own expense notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver at the time of final acceptance a complete project that complies in all details with these Contract Documents. All items shall be ready to operate.

Any omission or failure on the part of the Owner to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The Owner will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the Owner is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

During the (1) one year warranty period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by the Owner, it is agreed that the Owner may make such repairs and replacement and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his Surety.

Nothing in this section shall be construed to limit the rights of the Owner to immediately correct conditions which may be unsafe or which may pose a public health nuisance. Should said conditions later be found to be caused by defective material and/or workmanship, the Contractor and his Surety shall reimburse the Owner for costs reasonably incurred while attending the situation.

In the event it is necessary for the Owner to file suit to enforce any liability of the Contractor pursuant to this sections WARRANTY OF WORK, the Owner shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees,

including reasonable attorneys' fees, incurred by the Owner in successfully enforcing the Contractor's obligations, all to be taxed as costs and included in any judgment rendered.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Document or by law. The remedies provided herein shall not be exclusive and the Owner shall be entitled to any and all remedies provided by law.

SECTION 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.

4-3 INSPECTION. - *Add the following paragraphs:*

"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 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.

Attention is also directed to the Federal minimum wage rate requirements. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employee in question.

5-3.3 Payroll Records. – *Delete and replace with the following*:
The contractor and subcontractors shall submit electronic certified payroll on a weekly basis to the City of Redlands through LCPtracker. LCPtracker is a web-based labor compliance management system. The Prime Contractor and Subcontractors and lower-tier Subcontractors will receive an email from LCPtracker providing their log-on identification and temporary password. The Contractors will need to follow the instructions in the email to set-up their permanent password and activate their account. Once their account is setup, LCPtracker Inc. provides either computer based or web based training. Training can be accessed via the "Book Now" button located under the "Projects" tab. The prime contractor shall submit their certified payroll, along with any subcontractor who is performing any labor, on a weekly basis. The prime contractor is responsible for all communication with their subcontractors and shall submit their subcontractor's certified payroll as part of their weekly payroll packet. All labor compliance correspondence and submissions will be made through the LCPtracker software.

All certified payroll shall be submitted no later than 7 days from the close of the pay period. The payroll records shall set out accurately and completely the name, social security number, classification and hourly wage rate of each employee, hours worked by employee during the payroll period and a full weekly wages and the actual weekly wages paid to the employee. Such certified payroll records shall be made available at all time for inspection by the City, the Department of Industrial Relations, the Department of Labor or authorized representatives within ten days of request. The contractor and subcontractor shall preserve weekly payroll records for a period of three (3) years from the date of completion of the Contract. In case on noncompliance with said Section 1776 and after a ten-day period following receipt of written notice, the Contractor shall forfeit to the California Department of Industrial Relations one hundred dollars ($100.00) for each calendar day or portion thereof, for each worker in non-compliance, until compliance is effectuated.

In order to meet labor compliance requirements, all contractors will be required to complete eDocuments which are accessed, submitted and approved through LCPtracker. All eDocuments are required to be signed by an owner/officer or authorized signer. The Prime Contractor and each

Subcontractor and every lower-tier Subcontractor and any Vendors subject to this provision shall comply with Title 8, Section 16404 of the California Code of Regulations.

A Fringe Benefit Statement shall be submitted with the first payroll and is required for both the prime contractor and any subcontractors. A new Fringe Benefit Statement will be required when general determinations are issued in February and August. Please refer to the DIR website for additional details. Any weeks where no work was performed must be represented by the submittal of a Statement of Non-Performance covering the 7 day pay period where no hours were worked on the site. Final payroll on the project should state "Final" on the certified payroll, and must be marked as such in the LCPtracker system.

Failure by the Contractor to comply with the aforementioned requirements shall result in withheld progress payments until such time certified payroll documents have been received, reviewed, and accepted by the City. The City reserves the right to seek assistance from the State Department of Industrial Relations in determining the acceptability of certified payroll submittals before release of withheld progress payments. Prior to the release of retention monies, all certified payroll must be submitted on the project and any outstanding issues that may have occurred throughout the project must be resolved.

5-4 INSURANCE. - *Delete Section 5-4.1, Section 5-4.2 and replace with the following:*
Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Designated Insurance Requirements shown below.

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory

- If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

- If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any

officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5-4.3 Worker's Compensation Insurance. - *Delete and replace with the following:*

A. Contractor shall have worker's compensation and employer's liability insurance in force throughout the duration of the contract in an amount which meets the statutory requirement with an insurance carrier acceptable to the City. The insurance policy shall include a provision prohibiting cancellation of said policy except upon forty-five (45) days prior written notice to City. Certificates of Insurance shall be delivered to the City at the time of the Contractors' execution of the agreement.

B. Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

5-6 PATENT FEES OR ROYALTIES. *Delete and replace with the following:*
The Contractor shall include in its Bid the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The Contractor shall indemnify and hold the City harmless from any legal action that may be brought for infringement of patents. The Contractor's attention is directed to "Notice of Patents, Data, and Copyright Regulations" of the Federal Labor Standards.

The Contractor shall bear all costs arising from the use of patented goods and/or processes used on and/or incorporated into the Work. When use of these goods and/or processes is judged to be an infringement and the use is banned, the Contractor, at its own expense, shall, with concurrence of the Engineer, do one of the following:

A. Secure for the City the right to continue using goods and/or processes by suspension of the injunction or by procuring a license(s);

B. Replace said goods and/or processes with non-infringing goods and/or processes;

C. Modify said goods and/or processes so that they become non-infringing; or

D. Remove said goods and/or processes and refund the sum paid therefore without prejudice to any other rights of the City.

The preceding shall not apply to any goods manufactured to the detailed design of the City contained in the Contract Documents.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General. - *Amend the following:*

Add the following sentences to paragraph 1:
Should watering be the sole method utilized for roadway dust abatement purposes, the maximum time interval that shall elapse between applications thereof shall be no greater than 3 hours during normal working day, supplemented by an additional application thereof immediately prior to the conclusion of the workday and at such other times as may be required, including evenings, weekends and holidays as required by the Engineer. Should the Contractor be unable to furnish dust abatement as specified, the City may perform or cause to be performed the necessary service, the expense of which will be deducted from the payment due the Contractor.

Add the following paragraphs:
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during cleanup and dust control operations. Refer to Section 3-12.6.

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.

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 7-19.

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.

6-9 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 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 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 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 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.

301-6 FULL DEPTH RECLAMATION WITH MECHANICAL STABILIZATION (FDR-25)

301-6.1 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.

301-6.2 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.

301-6.3 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.

301-6.4 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.

301-6.5 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.

301-7 FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION (FDR-200)

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 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.

301-7.2 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 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.

301-7.3 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 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.

301-7.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture 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.

301-7.5 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 306 - UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS.

306-1.1.3 Maximum and Minimum Width of Trench. - *Amend as follows:*

Add the following sentence to paragraph 4:
If additional payment is to be requested, the Contractor shall make written request and receive approval from the Engineer before any excavation is begun.

Add the following sentence to paragraph 5:

If additional payment is to be requested, the Contractor shall make written request and receive approval from the Engineer before any excavation is begun.

306-1.1.6 Bracing Excavations. - *Add the following paragraphs:*
The Contractor shall submit a bracing plan, prepared by a registered engineer authorized to perform this type of work, as allowed by state statute. The bracing plan shall be stamped and signed by the engineer, and submitted as specified.

The bracing plan shall be submitted for review and acceptance by the Engineer prior to the start of any excavation work requiring bracing and shall include plate data as specified in 306-1.1.7.

306-1.1.7 Plate Installation. - *Add this subsection:*
When plating across an open trench is required or necessary due to the Contractor's operations, the trench shall be adequately and properly braced to stabilize trench edges to support a minimum H20 load rating. Plates shall be installed with a minimum clearance from the trench edge on each side as shown on the bracing plan. The maximum plate span across a trench shall be shown on the bracing plan.

Plate contact area shall be cold milled to a depth equal to the plate thickness, allowing a smooth transition from plate surface to existing roadway pavement surface. The cold mill area shall not exceed the plate edge by more than 1 inch (25 mm) maximum.

All costs for plate use, including cold milling, shall be borne by the Contractor, and no additional compensation shall be made therefore.

306-1.2 Installation of Pipe. - *Add the following paragraphs:*
Before installation of pipelines, the Contractor shall have constructed curb and gutter, and cut street to the appropriate subgrade depth. This requirement shall be waived for the installation of storm drain and sewer piping, which shall be installed prior to the curb and gutter construction.

"Pipelines" as referred to in the previous paragraph shall include potable water mains, non-potable water mains, irrigation mains, electrical conduits, telephone conduits, television conduits, gas mains, and any other underground pipeline or conduit, except storm drain and sewer. This shall include all laterals, services, and other appurtenances for the "pipelines".

306-1.2.1.2 Bedding for Narrow Trenches. - *Amend paragraph 1 as follows:*
"Narrow trenches are defined as 12 inches (305 mm) or less in width."

306-1.2.2 Pipe Laying. - *Add the following paragraph:*
Concrete collars, plugs, anchors, thrust blocks, stabilizers and bulkheads shall be included as work under this item.

306-1.3.1 General. - *Amend the following:*

Amend paragraph 4 as follows:

"When the depth of cover of the top pipe or cable is less than 30 inches (760mm), the top 24 inches (600mm) of backfill, measured from the surface, shall be compacted to 95 percent relative compaction."

Add the following paragraph:
All trench backfill shall be compacted to a minimum 95 percent relative compaction, unless otherwise specified by the Engineer.

306-1.5.1 Temporary Resurfacing. - *Delete the last 2 paragraphs, replace with the following:*
The price bid for underground conduit construction shall include full compensation for furnishing, placing, maintaining, removing and disposing of temporary resurfacing materials.

306-1.6 Basis of Payment for Open Trench Installations. - *Amend the following:*

Amend the first sentence of paragraph 1:
"Pipe and conduit shall be measured along the horizontal axis between the ends as laid and shall include the actual pipe in place and shall not include the inside dimensions of structures."

Amend the first sentence of paragraph 2:
"The Contract Unit Price per linear foot (meter) for pipe and conduit in place shall be considered full compensation for all wyes, tees, bends, monolithic catch basin connections, concrete collars, plugs, bulkheads and specials shown on the Plans; the removal of interfering portions of existing sewers, storm drains, and improvements; the closing or removing of abandoned conduit and structures; the excavations of the trench; the control of ground and surface waters; the preparation of subgrade; placing and joining pipe; backfilling the trench; permanent resurfacing; and all other work (excluding temporary resurfacing) necessary to install the pipe or conduit, complete in place."

Add the following paragraph:
In all items involving pipelines, 90 percent of the pipe item unit price will be included in progress estimates when all work except testing and clean up has been completed. An additional 5 percent will be included in progress estimates when a section of pipeline has satisfactorily met all test requirements and the remaining 5 percent will be included in progress estimates when clean up of a section of pipeline, including permanent trench resurfacing, has been completed.

306-2 JACKING OPERATIONS.

306-2.6 Payment. - *Add the following sentence to paragraph 1:*
If rocks, boulders, or debris of any type are encountered during operations, all removal, repair and correction costs including delay time and costs shall be borne by the Contractor and no additional compensations shall be made therefore.

SECTION 307 - STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

307-1 GENERAL. - *Amend the following:*

Add the following paragraphs:
Any person performing electrical work subject to the certification requirements of Labor Code sections 3099 et seq. shall be certified, as required by law, prior to, and throughout, the performance of such work.

Add the following paragraphs:
Inspection shall be required at the following stages: (1) prior to pouring foundation concrete, excavation dimensions shall be verified; (2) prior to placement of a standard, foundation and anchor bolts shall be verified; and (3) prior to pouring the cap, connections, ground bond and luminary shall be verified.

There shall be no structure(s) encased in foundation concrete. Foundation concrete shall be held 4 inches to 5 inches (102 mm to 127 mm) below top of curb grade.

Anchor bolts shall be held by a template with the top of each bolt a maximum 1/2 inch (13 mm) below top of curb or a maximum ½ inch (13 mm) below top of sidewalk if set behind sidewalk.

The top of foundation concrete shall be cleaned of all foreign objects before foundation cap is poured. Standard shall be plumb and tightened prior to foundation cap placement.

Foundation cap shall be formed to a minimum dimension of 32 inches (813 mm) wide, centered to the light standard and from the back of curb to a point 9 inches (229 mm) beyond the back of the light standard. The cap slope shall be equivalent to adjacent sidewalk or shall be 2 percent from the top of curb in parkway. Cap shall be poured to encase anchor bolts and flow under street light standard so that the pole butt is encased.

307-8 FOUNDATIONS, FOUNDATION CAPS AND SLABS.

307-8.2 Foundations. - *Amend the following*:

Amend the first sentence of paragraph 2 as follows:
"Foundations shall cure for 72 hours before erecting standards and 72 hours before erecting mast arms."

Amend the second sentence of paragraph 2 as follows:
"Pile foundations shall cure for 72 hours before erecting standards and 7 days before erecting mast arms."

Add the following paragraphs:
Minimum foundation dimensions shall be 32 inches x 32 inches x 46 inches (813 mm x 813 mm x 1,168 mm) or when bored with an auger shall be 32 inches x 60 inches (813 mm x 1,524 mm).

Foundation and cap concrete shall be as specified in Section 201-1. Cap concrete shall have a light broom finish.

There shall be an 8 foot x 5/8 inch (2.4 m x 16 mm) copper-clad ground rod placed in the center of the base and extended 3 inches (76 mm) above curb level with a ground clamp installed at the top.

307-8.3 Foundation Caps. - *Amend the first sentence of paragraph 1 as follows:*
"Foundation caps shall be the same color, finish, and material as the adjacent sidewalk, and be a minimum thickness of 4 inches (102mm) thick or unless otherwise specified in the Special Provisions."

307-8.4 Concrete Slabs. - *Amend the first sentence of paragraph 1 as follows:*
"Wherever the edge of a concrete foundation extends within 18 inches (450mm) of any existing concrete improvement, a concrete slab with a minimum thickness of 4 inches (102mm) or as specified in the Special Provisions shall be extended to meet the existing improvement."

307-10 STANDARDS, PEDESTALS AND MAST ARMS. - *Add the following paragraphs:*
Standard shall be set square with the street or as directed by the Engineer. Standard shall be centered 24 inches (610 mm) behind curb face or as shown on the plan.

The access door at the base of the standard shall be a minimum ½ inch (13 mm) to a maximum 2 inches (51 mm) above the top of adjacent curb or sidewalk.

Anchor bolts shall have no threads exposed above top of nut when final tightening is completed.

307-11 PULL BOXES. - *Amend the following:*

Amend (b) of paragraph 3 as follows:
"150 feet for street lighting systems, and"

Add the following sentence to paragraph 4:
Conduit entering a pull box shall extend a minimum 3 inches (76 mm) above the rock base.

Add the following paragraph:
Double depth pull boxes shall be grouted on the inside, as specified. Pull boxes shall be located as shown on the plans and installed at either sidewalk or curb grade.

307-12 CONDUIT. - *Amend the following:*

Amend the first sentence of paragraph 6 as follows:
"Detector, telephone interconnect, or street lighting conduit shall be 1-1/4 inch (32 mm) nominal size unless otherwise specified in the Special Provisions."

Delete the second sentence of paragraph 6 and replace with the following:
"Direct interconnect and utility service conduit shall be 2 inch (51 mm) nominal size unless otherwise specified or required by agency or utility."

Add the following sentence to paragraph 6:

Traffic Signal conduit size shall be as specified in Section 209-2.3.

Amend the second sentence of paragraph 2 as follows:
"Conduit placed behind a curb shall not be less than 18 inches (457 mm) nor more than 36 inches (900mm) below the top of the curb."

Add the following sentence to paragraph 9:
There shall be no more than 2 conduits in each foundation.

Amend the first sentence of paragraph 7 as follows:
" not be less than 3 inches (76 mm) above the bottom of the box."

Add the following paragraph:
Contractor shall be required to install traffic signal interconnect conduit, with pull rope, between new traffic signal controller and any existing traffic signal controller located within 1,500 feet (457 m).

307-13 WIRES, CONDUCTORS AND CABLES.

307-13.1 General. - *Add the following paragraph:*
All conductors shall be new and in their original packaging.

307-14 SERVICES.

307-14.1 General. - *Add the following paragraph:*
When a service pedestal is installed in an unpaved area, a slab shall be constructed per Section 307-4.11.

307-17 TRAFFIC SIGNAL CONSTRUCTION.

307-17.2.2 Controller Cabinet Wiring Diagrams. - *Amend the following:*

Add the following sentence to paragraph 1:
Traffic signal Phase 4 shall face north, for southbound traffic.

Add the following paragraphs:
A representative from the traffic controller manufacturer shall be onsite at the time of signal activation and shall install timing and coordination provided by the Engineer.

All software and current upgrades, at the time of installation, for the controller and conflict monitor shall be provided to the City.

307-17.3 Pull Box Covers. - *Amend the following:*

Amend the first sentence as follows:

"Pull box covers to be installed in traffic signal systems or combined traffic signal and multiple circuit street lighting systems conforming to 209-4.2.3, shall conform to 209-3.7 and shall be inscribed "STREET LIGHTING"."

Add the following sentence to paragraph 1:
Lid shall have two 1 inch (10 mm) brass bolts for fastening.

307-17.5.1 General. - *Add the following paragraph:*
Tape color codes for traffic signal phases shall be as follows: 0 - black; 1 - brown; 2 - red; 3 - orange; 4 - yellow; 5 - green; 6 - blue; 7 - violet; 8 - gray; 9 - white.

All cables shall be phase taped to match signal phasing. Cable splicing shall not be allowed in pull boxes.

307-17.6.1 General. - *Amend the following:*

Delete the first two sentences of paragraph 2 and replace with the following:
All signal and arrow indications shall be 12 inches (305 mm).

Add the following paragraph:
Traffic heads, pedestrian heads and shields shall be aluminum. Heads, hardware, etc. shall be flat black. Vehicle faces shall be 12 inches (305 mm). All red, yellow, green and "hand man" indicators shall be LED type. Pedestrian lenses shall be mechanically connected to the visor "egg crate." Silicone glue shall not be allowed. Lamp sockets shall not be plastic and shall not be held to the lens by use of a clip. The Contractor shall furnish per traffic signal installed, one of each color and type, spare vehicle and pedestrian LED's to the City.

307-17.7.3.1 General. - *Add the following paragraphs:*
If allowed by the Engineer, approach and advance loops shall each have a lead-in cable. Cables shall have the appropriate color phase tape and advance loop cables shall have two bands of the appropriate color phase tape. Loops shall be in series. Advance loops shall be connected to the top detector.

Loops are to be installed as shown and/or dimensioned on the plans. When lane width is greater than 15 feet (4.6 m), excluding parking lane, a second loop shall be installed perpendicular to each loop shown on the plans for said lane. Loops shall be installed in the center of each lane, or equally spaced for lanes greater than 15 feet (4.6 m) in width.

Loop detector wires may be spliced in pull boxes if necessary. Permanent splices shall be crimped and soldered. Contractor may substitute shrink tubing, as specified in Section 209-5.3.1 of these specifications, in lieu of crimping and soldering. Wire nuts may be used for temporary connections only.

307-17.8.2 Pedestrian Push Buttons. - *Add the following sentence:*
Pedestrian push buttons shall be de-isolated with no cabinet logic ground leaving the controller cabinet.

307-17.10 Controller Foundation. Traffic signal controller foundations shall extend a minimum 18 inches (457 mm) and a maximum of 20 inches (508 mm) above finish grade, and be sized as necessary to fit the controller cabinet with a 1 inch (25 mm) lip, including the 1/2 inch (13 mm) chamfer, beyond outside cabinet dimensions. Cabinet shall be sealed on the concrete foundation with a silicon bead placed under the cabinet edge as it is set in place.

307-17.11 Reflectorized Street Name Sign Placement and Mounting. Top of sign frame shall have two free swinging mounting brackets manufactured from aluminum, bronze and stainless steel, as specified. 8 inch (203 mm) stainless steel bolts shall allow for fine adjustment. Dampening springs shall be used. Each swing bracket shall be adjusted vertically for leveling of the sign to fit mast arm angles. The bracket assembly shall permit the S.S.G. unit to swing perpendicular to the support hardware.

Hardware used to attach the sign and swing assembly to the mast arm shall by "Y-brackets," "EZ-L brackets" or approved equal.

EZ-L brackets shall be a three piece telescoping design to adjust from 12 inches (305 mm) to 28 inches (711 mm) in 1 inch (25 mm) increments without additional adapters. The outside tube shall be 1-3/4 inches x 1-1/2 inches (44 mm x 38 mm) with a wall thickness of 5/32 inch (4 mm). The middle tube shall be 1-1/2 inches x 1-1/4 inches (38 mm x 32 mm) with wall thickness of 5/32 inch (4 mm) and one wall having a thickness of _ inch (10 mm) and threaded for two _ inch (10 mm) stainless steel holding bolts with external tooth lock washers. The inside tubes shall fit firmly within each other and slide smoothly. Safety tabs shall be located on the ends of each tube and will not allow the tubes to completely separate from each other during shipping and installation procedures. When installing EZ-L bracket, the middle tube should be extended first, then the inside tube.

The Y-bracket shall be one piece solid aluminum extrusion construction. There shall be four slots in the bracket to accommodate two 3/4 inch (19 mm) wide stainless steel straps side by side. Strapping shall have a minimum thickness of 0.020 inches (½ mm). The EZ-L bracket shall attach to the Y-bracket with a ½ inch (13 mm) stainless steel bolt, lock washer and ny-lock nut.

When installation of the S.S.G. sign to the mast arm is complete, the S.S.G. sign shall swing freely in both directions when moved by the installer without any binding or hindrance being felt, allowing the sign to move freely under normal weather conditions.

307-18 TESTING.

307-18.1 General. - *Add the following paragraph:*
Luminares shall be in operation for 5 days prior to final acceptance.

SECTION 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.

SECTION 400 - PROTECTION AND RESTORATION

400-1.1 General. 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.

SPECIAL CONDITIONS (SC)

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SPECIAL CONDITIONS

SECTION 1 – CONSTRUCTION DETAILS

1.01 SPECIFICATIONS. The Standard Specifications, State of California, Department of Transportation, 2018 Edition (Standard Specifications), 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 Standard Specifications. Unless specifically deleted or modified herein, all requirements of the Standard Specifications shall prevail.

1.02 DESCRIPTION. The work to be done shall be performed or executed in accordance with these Special Conditions, the General Conditions, the Caltrans Standard Specifications 2018 Edition and latest revisions, the Greenbook Specifications 2021 Edition, and the State of California Department of Transportation Standard Plans 2018 Edition. Under the terms of the Contract, the work shall consist of furnishing all labor, materials, tools, equipment, appurtenances and incidentals for the installation of new enhanced crosswalk systems and related work in accordance with the Plans and Specifications for **HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings**, **City Project No. 47033, Federal Project No. HSIPL 5083(024)**.

1.03 FEDERAL LOBBYING RESTRICTIONS. Section 1352, Title 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub-recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding $100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.
The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase if $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered

Federal action; or
3. A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

1.04 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form, included in Appendix D. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment from within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the

follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.

5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) included in the contract documents regardless of whether DBE participation is reported. Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE) and Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors. Submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under

Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.
Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form unless it is performed or supplied by the listed DBE or an authorized substitute.

1.05 FEDERAL WAGE RATES. Attention is directed to the Federal wage rates in Section 5-3.2 of the General Conditions within these Specifications. The federal prevailing wage rates are available directly from the department of Labor home page under https://sam.gov/wage-determination/CA20220026/3.

1.06 LABOR NONDISCRIMINATION. Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause," set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5000 or more.

S-1.07 SUBCONTRACTING - Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and Section 3, "Award and Execution of Contract," of the Standard Specifications elsewhere in these special provisions and these special provisions.

The requirement in the third paragraph of Section 8-1.01 that the Contractor shall perform with the Contractor's own organization contract work amounting to no less than 50 percent of the original contract price is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in S-5 of the Special Provisions (Section 14 in the Caltrans special provisions) that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section S-5 of these special provisions (Section 14 in the Caltrans special provisions). Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: http://www.dir.ca.gov/DLSE/Debar.html.

1.08 PROMPT PAYMENT CLAUSES

Prompt Progress Payment to Subcontractors. A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

Prompt Payment of Fund Withheld to Subcontractors. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency postponement of payment over violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

1.09 BUY AMERICA REQUIREMENTS. Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-2.03C, "Certificates of Compliance, "of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein.

The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or $2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

SECTION 2 – REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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   - B. CONTRACT ASSURANCE 3
   - C. PROMPT PROGRESS PAYMENT 3
   - D. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS 3
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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found here.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

b. Contract Assurance

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

c. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

d. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

e. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If a listed DBE is terminated or substituted, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

f. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

g. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. **CONTRACTOR LICENSE**

   The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. **CHANGED CONDITIONS**

   a. Differing Site Conditions

   1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
   2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
   3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
   4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

   b. Suspensions of Work Ordered by the Engineer

   1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
   2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in

writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term “significant change” shall be construed to apply only to the following circumstances:

   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 71 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County Redlands the sum of $ 500 per day, for each and every calendar days’ delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];

2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 12 pages must be physically inserted into the contract without modification.]

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. No segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph(1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

FHWA-1273 -- Revised May 1, 2012

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is $100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA	 19.1 26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such

Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions
(to be used when applicable)

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is___.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of Redlands :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of Redlands approval for this submitted information before the prime contractor starts work. The City/County of Redlands credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of Redlands and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of Redlands reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
    a. Contribute to the cost of the training
    b. Provide the instruction to the apprentice or trainee
    c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training

GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK

A. Maintenance of Operation of Existing Facilities

The Contractor may take the parallel waterlines out of service for a period specified by the City for the purpose of installing the tie-in connections to the new water main. 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. workdaysfunds are exhausted/completionprovided

2. Any construction activity other than enhanced crosswalk installation shall be scheduled by the contractor in any sequence but shall be approved by the City.s

Due to high volumes of traffic, one lane of traffic must be maintained in each direction at all times.

condition and

B. Coordination Submittals

1. The contractor shall submit a Connection Plan to the City for review and approval. The plan should contain pothole information for the existing water lines to be connected to, any required deviations from the plan, schedule of connections and any phasing for the locations and connections.

2. No water system shutdowns will be allowed on Monday or Friday, unless otherwise directed by City staff.

3. 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.

C. Special Considerations

1. Due to the service connections provided on the existing water line, the connections to the following locations shall be completed at night as to not disturb service during business hours, coordinate hours of operation with City staff. Contractor shall ensure that resident notification includes the hours of work and explicitly explains that night work is occurring at this location.

a. All connections for Ruiz Street, 3rd Street and Stuart Avenue as shown on Sheet 4 of the plan set.

b. All connections for Pennsylvania Avenue and Orange Street as shown on Sheet 5 of the plan set.

c. All connections for San Mateo Street as shown on Sheet 9 of the plan set.

d. The connection at Fern Avenue & Cajon Street as shown on Sheet 13 and Detail 4 on Sheet 14 shall be completed at night and prior to any other connections on Fern Avenue.

e. The connection at Fern Avenue & 4th Street STA 33+90 shown on Sheet 13, shall be completed at night and be second in the sequence of Fern Avenue connections.

f. All connections for Eucalyptus Drive and Ford Street as shown on Sheet 18 of the plan set.

2. Due to the scheduling of these improvements with other proposed improvements throughout the City and to facilitate construction during school break periods, the following scheduling restrictions shall be adhered to.

a. All work shown on Sheet 4 of the plan set, Pennsylvania Avenue and Orange Street, shall be completed within the period of June 26, 2014 to August 8, 2014. If all work at this location is not completed and accepted by this date, a penalty of up to $10,000 per calendar day may be imposed until the work is accepted.

b. All work shown on Sheet 6 of the plan set, Norwood Street, shall be completed by June 13, 2014. If all work at this location is not completed and accepted by this date, a penalty of up to $10,000 per calendar day may be imposed until the work is accepted.

c. All work shown on Sheet 8 of the plan set, Esther Way, shall be completed by June 13, 2014. If all work at this location is not completed and accepted by this date, a penalty of up to $10,000 per calendar day may be imposed until the work is accepted.

END OF SECTION

SECTION 01111 TRAFFIC CONTROL PLAN

PART ONE -- GENERAL

1.1 GENERAL

The intent of this specification is to provide the format and requirements in preparation of the Traffic Control Plan (TCP).

1.2 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.

1.3 REQUIREMENTS

The TCP shall contain the following items and scenarios of traffic control:

1. All required detours;

2. Provide 4 changeable message boards, Solartech MB2-LR-1548 or approved equal, located throughout the project area to provide advance notification as work progresses;

3. The TCP shall be completed in conformance with Section 5-13.2 of the General Conditions and adhere to the following:

    a. At least one lane of traffic shall be open on all roadways during the pedestrian countdown head installation with appropriate traffic control and flaggers;

    b. On street parking, where currently available, shall be open to the public outside of working hours; and

    c. Shall be completed in conformance with all additional requirements from permitting agencies, such as Caltrans, as necessary.

END OF SECTION

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SECTION 01112 DESCRIPTION OF WORK

PART ONE -- GENERAL

1.1 SUMMARY

A. The work to be done under this Contract includes the furnishing of project management, labor, materials, tools and equipment for the construction of the HSIP Cycle 8 Pedestrian Countdown Head for the City of Redlands, all in accordance with the Contract Documents.

B. The following contract drawings are made a part of these Contract Documents:

Title	Sheet No.
Title Sheet & Vicinity Map	1
General Notes & Details	2
Alabama Street	3
Tennessee Street	4

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 HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of but is not limited to furnishing and installing crosswalk enhancements along with the appropriate appurtenance; construction materials; mobilization and demobilization; all traffic and pedestrian control (including furnishing and installing all arrowboards, barricades, signs, delineators, and flagmen); information signs; protecting in place or removing and replacing all existing utilities; replacing destroyed survey monuments; and restoring all areas and improvements to pre-construction conditions.

2. The Contractor shall, upon completion of the construction and appurtenances required herein, initially operate all components of the Contract Work furnished and installed by Contractor, and make any additional adjustments, corrections, repairs, replacements, and reconstructions necessary to provide the City with complete, correctly operating pedestrian countdown heads and appurtenances.

END OF SECTION

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SECTION 01200 MEASUREMENT AND PAYMENT

PART ONE -- GENERAL

1.1 WORK LISTED IN THE SCHEDULE OF WORK ITEMS

1. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

2. A retention of five percent (5%) of the value of work completed will be withheld from progress payments. This retention amount will remain constant throughout the contract period, and will not be payable until the expiration of thirty-five (35) days after the recordation of the Notice of Completion.

1.2 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.

1.3 BID ITEMS

1. **Mobilization, Bid Item 1:**
   Payment for Mobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01721. The bid price shall include, but not limited to, preliminary construction schedule, bonds, insurance, installation and relocation of information signs, shop drawings, catalog submittals and shall constitute full compensation for all labor,

material, equipment and incidentals required. The bid price for mobilization shall not exceed 5 percent of the Bid Schedule total price.

2. **Temporary Traffic Control, Bid Item 2:**
   Payment for Temporary Traffic Control shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval and shall include all labor and incidentals noted to complete the Traffic Control Plan per Section 01111.

   The installation and implementation of traffic control items shall be included throughout bid items and the specific traffic control required for installing each item.

3. **In-Roadway Warning Light System, Bid Items 3:**
   Payment for In-Roadway Warning Light System shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install In-Roadway Warning Light System complete in place per the plans and specifications.

   The price shall include, but not be limited to, Lanelight MLK150 modules, solar power supply & 1868L cabinet, NEMA controllers, flex epoxy, waterproof wire connectors, control cable, W11-2 signs, Type 1B 13-foot poles, pole foundations with concrete testing according to the City's Quality Assurance Program (QAP) Report, pavement saw cutting and removal, daily sweeping and cleaning work site, installation and relocation of information signs, restoring all areas to pre-existing conditions.

   Payment for the In-Roadway Warning Light System shall be made based on the percentage of project completion to ensure compliance with all requirements. The completeness shall be determined by the Engineer and updated on progress payments.

4. **Rectangular Rapid Flashing Beacons (RRFB) with Pole, Bid Items 4:**
   Payment for the Solar Powered Rectangular Rapid Flashing Beacon System shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the Solar Powered Rectangular Rapid Flashing Beacon System complete in place per the plans and specifications.

   The price shall include, but not be limited to poles, pole foundations, light bars, solar engine, solar panel system, MUTCD W11-2 sign or MUTCD S1-1 sign, MUTCD W16-7 sign, pavement saw cutting and removal, daily sweeping and cleaning work site, installation and relocation of information signs, restoring all areas to pre-existing conditions.

   Payment for the Solar Powered Rectangular Rapid Flashing Beacon System shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals require.

5. **Annunciating Pushbuttons, Bid Item 5:**
   Payment for the Annunciating Pushbutton shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the Annunciating Pushbutton complete in place per the plans and specifications.

The price shall include, but not be limited to 5x7 Campbell Guardian APS, Yellow, Part Number 501-0811, with R10-3e sign, or approved equal, demobilization, traffic and pedestrian control, removal of existing pushbutton component, cleaning work site, installation and relocation of information signs, and restoring all area to pre-existing conditions. The pushbuttons shall be mounted on the RRFB poles. The pushbutton shall activate both the in-roadway light system and the RRFB system.

Payment for the Annunciating Pushbutton shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals require.

6. **Signage and Striping, Bid Item 6:**
Payment for the installation of striping and signage improvements shall be included in the contract price lump sum (LS) and shall include surface preparation, layout, material placement, curing, protection, testing, and all labor, materials, tools, etc. to install striping and curb paint.

The price shall include, but not be limited to adjusting the location of existing posts as noted on the plans, place new signs and post, clear obstructions not noted on the plans at the direction of City staff, the installation of cat tracking and adjustment if field inspection requires.

7. **Demobilization, Bid Item 7:**

Payment for demobilization shall be made at the contact lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01740.

8. **Unforeseen work not covered within all other bid items, Bid Item 8:**

Payment for the unforeseen work not covered within all other bid items shall be made at the contract price per lump sum (LS) and shall constitute full compensation for all labor, materials, equipment, and incidentals required. Unforeseen work must be approved by the City staff before doing any work, and pay estimate shall be negotiated based on unit price already established with the bid proposal for this project. Any required work that is outside of the proposed bid unit cost, shall be performed based on the Time and Material (T&M) basis and T&M cost shall be negotiated and approved by the City staff prior to performing the work. Unforeseen work will be paid in each billing cycle with a percentage of the lump sum cost included in the bid. This item may not be spent entirely.

END OF SECTION

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SECTION 01251 CHANGE ORDER REQUESTS

PART ONE -- GENERAL

A. All quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in EXTRA WORK of the GENERAL CONDITIONS shall be submitted to the ENGINEER, in writing, on the Change Order Request (COR) Cover Sheet and the Change Order Cost Summary Form, both attached, and in conformance with the requirements of Section 01254 CHANGE ORDERS. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the ENGINEER. The CONTRACTOR shall submit its written cost quotation and Time Impact Analysis not later than fifteen (15) days after being requested to provide such quotation, unless the ENGINEER allows more time. Delays in submitting quotations beyond the fifteen (15) days set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the project, shall not be cause for a claim or a time extension under the Contract.

B. The ENGINEER'S request for quotation on a preliminary change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the ENGINEER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

END OF SECTION

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CHANGE ORDER REQUEST (COR)

Project Name:		**COR Number:**	
Project Number:		**Date of Request:**	
Requested By:			

Change Name:	

Description of Change (Required):

Reason for Change (Required):

Location of Change (Required): List all locations if various locations are included in this Request

Additional Days Requested Due to Change (If Applicable):

Total Net Change in Cost: **Note:** Attach all supporting documents for cost justification	$ 0.00

Requestor:

Signature: _____

Title: _____ **Date:** _____

Change Order Cost Summary

Project Name :

Change Order Request No. :

Date :

		Direct Labor	Direct Materials	Direct Equipment		Totals
(1):	Lump Sum Work by Prime Contractor	$0.00	$0.00	$0.00		
(2):	"T&M" Work by Prime Contractor	$0.00	$0.00	$0.00		
(3):	Subtotal - Direct Work (Prime Contractor)	$0.00	$0.00	$0.00		
(4):	All Lump Sum Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(5):	All "T&M" Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(6):	Subtotal - Direct Work (all subcontractors)	$0.00	$0.00	$0.00		$0.00
					Add each of the three columns across and enter to the right.	
(3)+(6)=(7):	Total - Direct Costs	$0.00	$0.00	$0.00		$0.00
(8):	Markup	(20% of direct labor) $0.00	(15% of direct mat'l) $0.00	(15% of direct equip) $0.00		$0.00
(9):	Prime Contractor Markup for subcontractors				10% of line (6) direct sub work up to $5,000 plus 5% of line (6) direct sub work over $5,000	
(10):	Bonds & Insurance				1% of line (7) all direct work	$0.00
(11):	Additional amount permitted by Contract					
(12):	**GRAND TOTAL**				Add sums of lines) (7), (8), (9), (10) and (11)	**$0.00**

SECTION 01254 CHANGE ORDERS

PART ONE -- GENERAL

1.1 REQUIREMENTS

Payment to the Contractor, or credit to the City, for any change, addition, deletion or extra to the Work, or settlement of any Claim, covered by any Change Order, shall be determined by the methods set forth herein. The Engineer may change the Plans and Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and the City, which shall be executed by a Change Order.

Unless otherwise stipulated, "Unit Prices" include all costs necessary to furnish, install and complete the Work. The "Unit Prices" include all direct costs for labor, equipment and materials, all insurance and bond costs, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but is not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax.

A. Unit Prices

Unit prices stipulated in the Bid or itemized in the approved Schedule of Values shall be utilized, where they are applicable and determined reasonable by the Engineer. In the event that the Change Order results in a change in the original quantity of more than twenty-five percent (25%), either increase or decrease, then either the Engineer or the Contractor may request a review of the unit price to determine if a new unit price shall be mutually determined by negotiation. Any new unit price mutually determined under this Subsection shall only apply to the units in excess of one hundred twenty five percent (125%) of the original quantity for overruns. In case of underruns, the unit price stipulated in the Bid shall be applied to the first twenty-five percent (25%) of the actual quantity of work performed and the new mutually determined price shall be applied to the quantity between twenty-five percent (25%) and seventy-five percent (75%) of the original quantity.

Renegotiated unit prices or unit prices for new items added to the Contract by Change Order shall be determined in accordance with Subsections B through G. Whether stipulated in the Bid, itemized in the approved Schedule of Values or renegotiated, the unit prices used for payment constitute the total adjustment with no further costs owed for overhead, impact, profit, delay or impact to unchanged portions of the Contract, or any other reason. The unit price shall be full and final compensation as described in Subsection D.

The cost proposals for renegotiated unit prices shall be presented in accordance with the provisions of Subsections B through G. Should any Bid Item be deleted in its entirety, the amount bid for that bid item shall be subtracted from the total Contract amount. The Contractor shall be paid only for the actual cost incurred prior to the notification of such deletion for that Bid Item.

B. Lump Sum

The Engineer and the Contractor may mutually determine a total sum for the Extra Work. The Contractor shall summarize the total cost and furnish a breakdown of the proposed lump sum costs satisfactory to the Engineer in accordance with Subsections B through G. Such lump sum costs shall be full and final compensation as described in Subsection D. The Contractor's quotation shall conform to the requirements of Section 01251- Change Order Requests, and be submitted in the Change Order Cost Summary Form provided (see Attachment 01251-A1). The Change Order Cost Summary Form cannot be used to nullify or supercede any specification or contractual provision.

If the method or amount of payment cannot be agreed prior to performing the Extra Work, the Engineer may unilaterally issue a Change Order in the amount determined reasonable by the Engineer for the Extra Work and direct the Contractor to proceed immediately. The Engineer also has the option to issue a Change Order directing the Work be done on a Time and Materials basis with the Contractor providing all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. Estimates for lump sum quotations and accounting for Time and Materials work shall be limited to direct expenditures necessitated specifically by the subject Extra Work, and shall be segregated as follows:

1. Labor, up to and including working general foremen, who are directly assigned to the Extra Work. Employees identified as superintendents or non-working general foremen shall not be charged as labor on Extra Work. The labor costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance or any other insurance costs). A detailed breakdown of those

subcomponents of labor costs, by all crafts shall be submitted to the Engineer, by the Contractor and all Subcontractors, for approval, as part of the documentation of labor costs, within ten (10) working days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the Engineer.

The labor cost is not allowed to be increased by using labor classifications with paygrades higher than necessary to accomplish the Work.

2. Materials: The cost of materials used in performing the Extra Work will be the cost, including sales tax and freight, to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:

   a. Cash or trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by the Contractor.

   b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Supplier markup, except for actual costs incurred in the handling of such materials, will not be allowed.

   c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the Jobsite, whichever price is lower.

   d. If, in the opinion of the Engineer, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the Jobsite less cash or trade discount. The City reserves the right to furnish materials for the Work and no claim shall be made by the Contractor for costs and profit on such materials.

   e. For the purposes of this Section, a "Supplier" is defined as any person or persons, firm or business, who supplies materials of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the Contractor, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.

3. Equipment Costs, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of $500. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform work on the Extra Work described in the Change Order and the Contractor can demonstrate that the changed work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in Subsection G.

4. Small tools, equipment, consumables and incidental costs: No separate payment will be made for the use of small tools or equipment with a replacement value of $500 or less. This applies to tools and equipment owned by the Contractor or its subcontractors of any tier. Also, no separate payment will be made for fuel, lubricants, tool or equipment repairs, tool or equipment maintenance, consumables, drinking water, sanitary facilities or other incidentals. These costs are already included as a part of Markup.

5. Subcontractor Costs, including their overhead and profit, provided that such costs are direct costs to the Contractor for performing the Extra Work as set forth in Subsections B through G.

C. Time and Materials Work

The costs of all Changed/Extra Work submitted under the Time and Materials (T&M) method shall be formulated in accordance with the provisions of Subsections B through I.

Unless otherwise stipulated on the Change Order, the “Not-to-Exceed” amount for all T&M Change Orders is $10000. The Contractor is responsible for tracking costs and for notifying the Engineer in writing when costs approach 50% and 75% of the “Not-to-Exceed” amount. In addition, if the Changed/Extra Work cannot be completed within the “Not-to-Exceed” limit, the Contractor shall notify the Engineer in writing, and in a timely manner, that the limit requires an increase. The City will only reimburse eligible costs up to the “Not-to-Exceed” amount.

The Contractor shall notify the Inspector at the beginning of each day when Changed/Extra Work is being performed. The Contractor shall notify the Inspector of the Changed/Extra Work being performed and describe the personnel involved, whether by Contractor forces or by its subcontractors at any tier. Failure to notify the Inspector prior to the start of Changed/Extra Work serves as the Contractor’s waiver to claim for compensation on that day.

For each working day, the Contractor shall submit a “Daily Extra Work Report” (DEWR) to the Inspector. The “Daily Extra Work Report” shall summarize labor,

equipment and materials supplied. The Inspector will only consider Forms that are properly completed as described below.

1. Separate forms must be used for labor and for equipment/materials.

2. Labor, equipment, material or expenditures that are not included on The DEWR are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of the Contractor to include any and all items of labor, equipment, or material for which it requests compensation for each day's work completed.

3. Information required on the Labor form shall include name of personnel, personnel classification, and only the number of hours worked on Changed/Extra work for the day being reported. Since the overhead allowance already includes all necessary supervision, any hours for additional supervision or non-working foremen are ineligible for additional payment. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by a Union Labor Agreement or otherwise approved by the Inspector. The general foreman rate is eligible for payment only during the time that a general foreman was required for the Changed/Extra Work.

4. Information required on the Equipment/Material shall include Contractor-owned equipment and/or tools, and rented equipment or tools for which compensation is requested. Information shall include the type of equipment, size of equipment, equipment identification number, appurtenances, and only the number of hours worked on the Changed/Extra work.

5. The only allowable materials are materials delivered to the job site and/or incorporated only into the Changed/Extra work. The allowable materials shall be listed on the T&M sheet for the day that they are delivered to the job site and/or incorporated into the Changed/Extra work.

6. Delivery ticket(s) and/or bill(s) of lading for rental equipment and/or tools delivered to the site and/or material incorporated into the work for the day being reported must be attached with the T&M sheet for that day. No payment will be allowed for materials and/or rented equipment unless receipt(s) or bill(s) of lading is attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to the Inspector, the City may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the work was being performed.

7. Failure to submit the required "Daily Extra Work Report of Time and Material Work" by the close of the next working day shall waive all rights for that day unless otherwise approved by the Inspector. Work that cannot be substantiated by a "Daily Report", approved and signed by the Inspector, is ineligible for payment.

8. The Contractor is responsible for preparing the "Daily Extra Work Report" for work by its Subcontractors and submitting the Forms to the Inspector on time.

9. The Contractor must have each "Daily Extra Work Report" verified by the Inspector. After the "Daily Extra Work Report" is approved by the Inspector, both the Contractor and Inspector sign the report. The original "Daily Extra Work Report" is retained by the Inspector with a copy provided to the Contractor.

10. When the "Daily Extra Work Report" is signed by the Inspector and the Contractor, it is binding on the Contractor and its Subcontractors.

11. When agreed to by the Inspector, the Contractor may submit a supplemental "Daily Extra Work Report" for labor, materials, or equipment for which the Contractor requests compensation but failed to list on the original daily report.

    a. These supplemental forms shall be marked "SUPPLEMENTAL".

    b. Unless otherwise approved by the Inspector, the supplemental forms may only be submitted for approval up to two (2) working days following the date when the work was performed.

No payment will be allowed for labor, materials, or equipment included on T&M sheets not signed by the Contractor and the Inspector. Payment will not be allowed for labor, materials, or equipment included on T&M sheets signed by anyone other than the Inspector or the Inspector's immediate supervisor.

D. General

It is the intent of the City to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph shall be made a part of all Change Orders, whether included or not on the actual change order:

> "The compensation (time and cost) set forth in a Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all Subcontractors, and all

Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of himself, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the Contractor can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the Contractor, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole. The Contractor shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work has been or will be extended beyond the current Contract completion date. A Time Impact Analysis is a scheduling procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a

Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to past or current delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated project schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the Contractor, until all available float, slack, or contingency time on the project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.

The cost summary, cost breakdowns and requests for cost reimbursement submitted by the Contractor (for delay, disruption, hindrance and interference associated with the changes, additions, deletions or extras) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual, change, addition, deletion, extra and (on an event-by-event basis) each individual delay or disruption event. Such cost summaries, breakdowns or requests shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the Contractor's additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect (i) the actual costs incurred or saved for each individual item of Extra Work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and, (ii) on an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.

Except as provided in Section 6-6 of the General Conditions, Contractor shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).

Contractor waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the Contractor acknowledges and agrees are within the reasonable contemplation of the parties: (i) changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope,

number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) the issuance and performance of changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) changes due to Differing Site Conditions; (iv) suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of City or in the interests of the Project; (v) delay or disruption to the Work due to failure of the City, Engineer or Inspector to timely perform any contractual obligation.

E. Markups – Overhead and Profit

1. In addition to the direct expenditures specified for labor, materials and equipment in Subsection B, a lump sum will be paid for all overhead and profit, including: All insurance costs other than specifically mentioned in this Section, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but are not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax. Such lump sum shall conform to the following schedule of percentages of the total amount of direct expenditures of the Contractor and subcontractors.

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Direct Labor	20%
2) Direct Materials	15%
3) Direct Equipment	15%

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

2. Bonds and Insurance

An additional allowance of one percent (1%) of all direct costs (less markup) is allowed.

3. Add/ Deduct Changes

The overhead rates determined above shall be applied to all additive Change Orders, except those utilizing as-bid Unit Prices listed in the Bid Proposal.

Any change in the Work involving both extras and credits shall show a net total cost, including subcontracts. Allowances for overhead and profit to the net total cost, as specified herein above, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was signed.

4. When all or any part of the extra work is performed by a Subcontractor, the markup established in subsection 1.1.E.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

F. City Furnished Materials, Equipment and Services

The Engineer reserves the right to furnish materials, equipment and services deemed expedient for use on the Changed/Extra Work. The Contractor shall have no claim for profit or overhead on the cost of such materials, equipment and services.

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Caltrans Labor Surcharge and Equipment Rental Rates (Caltrans LS&ERR). For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates established by Subsection G.2. The most recent published edition in effect at the commencement of actual equipment use shall be used.

The rates paid for any rented or leased equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the equipment or tools.

It is the responsibility of the Contractor to include any appurtenances added to equipment which would increase the basic rate for said equipment (i.e., hoe-ram, oversize bucket, and etcetera) as established in the acceptable rental rate guide. All equipment and/ or tools shall be acceptable to the Inspector, in good working condition, suitable for the purpose for which it is to be used, and necessary to complete the Changed/Extra Work. Payment will be based on the manner in which the equipment was actually powered, operated and modified per the equipment manufacturer's recommendations.

1. Rented or Leased Equipment

For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the Contractor shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Caltrans LS&ERR. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a Contractor of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the Contractor. In no event shall the leased equipment rate billed to the City be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

a. When in Use:

Actual equipment use time documented by the Inspector shall be the basis that the equipment was utilized on the changed work and paid for under the Change Order. In addition to the lease or rental rate, equipment-operating costs shall not exceed the estimated hourly operating rate as set forth in the Caltrans LS&ERR. The hours of operation shall be based upon actual equipment usage on the changed work as recorded by the Inspector. For multiple shift work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

b. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed work. Equipment operating costs due to idle time, documented by the Inspector, shall be paid at the rate determined in "G" (1) above. Idle time shall include a reasonable time allowance to and from the project site.

Payment for equipment or tools shall be limited to hours actually worked on the Changed/Extra Work if the equipment or tool is already on site for Work under the original Contract. No "standby" time will be paid for equipment already on site for Work under the original Contract.

If equipment or tools are used intermittently and, when not in use, could be returned to the rental source at less expense than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the City.

2. Owned and Other Equipment

Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the work is performed. (The Caltrans equipment rental rates are available on the internet at http://www.dot.ca.gov/hq/construc/equipmnt.html.) If the equipment is not listed in Caltrans LS&ERR, then the Rental Rate Blue Book shall be used. When using the Blue Book, the hourly rate for any period less than 7 days shall be the weekly rate divided by 40, plus the Operating Cost. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Blue Book will be paid for each hour the equipment actually performs the Extra Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each work day (or work shift if the Work is being performed in multiple work shift sequence) by the Inspector shall be the record upon which actual equipment use shall be based. For multiple shift work sequences, the Caltrans overtime factor shall be applied (When using the Blue Book one-half the Non-Operating Cost will be deducted for second and third shifts. The Non-Operating Costs are the Blue Book monthly or weekly/40 rates, as applicable.). It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

a. When Idle:

Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed work, shall be paid per the table in Caltrans Standard Specifications Section 9-1.03A(3b), provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City. Idle equipment time will only be paid as a function of delays specifically directed or caused by the City's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed, for second or third shifts. It is agreed that this rate shall represent payment in full for all the Contractor’s direct costs.

3. Equipment Haulage and Set Up Costs

Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in Subsection B.3.

4. Other Equipment Cost Guides

In the event that a piece of equipment used on a Change Order is not listed in Caltrans or the Blue Book, costs may be derived from the Associated General Contractor’s of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the Work under this Contract.

H. Records

At any time should the Contractor deviate substantially from the schedule, method and sequence of operation, equipment, cost or pricing data furnished by the Contractor and agreed to by the City in connection with the Change Order or should the City determine that any price negotiated in connection with the Change Order is defective due to such deviation or the fault of the Contractor, the City reserves the right to reduce the Change Order cost and reissue the Change Order at the amount in which the City determines to be the actual costs to complete the change.

Whenever any material or process is indicated or specified by patent or a proprietary name, or by name of a manufacturer in the Change Order, such direction shall not relieve the Contractor’s responsibility or obligation to perform

work in accordance with the contract requirements. The Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences and procedures, coordination of all portions of the contract and Change Order work.

The Contractor shall on a weekly basis submit an approximate accounting of the amount expended on the Time and Materials work to date and an estimate of the Impact to the time of performance of work.

I. Partial Payments for Time and Materials Work.

Progress payments for Time and Materials work shall only be made if the anticipated cost of the changed work is in excess of $50,000 and/or the time to perform the changed work will exceed two (2) months duration. To receive payments for Time and Materials work, the Contractor shall submit to the Engineer an invoice of the daily reports which were verified by the Inspector, with details and documents, verifying the Contractor’s and Subcontractor's actual costs incurred for the Time and Materials work as set forth in Subsections B through H. Costs shall be submitted within thirty (30) calendar days after the T&M work has been satisfactorily completed unless an extension of time for submittal is authorized in writing by the Inspector.

END OF SECTION

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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
	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 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 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

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SECTION 16561 RECTANGULAR RAPID FLASHING BEACONS (RRFB)

PART 1 - GENERAL

A. Description

This specification is for the Carmanah R920-F Rectangular Rapid Flashing Beacon (RRFB) or approved equal.

Each unit shall consist of a self-contained solar engine that houses the energy management system, on-board user interface, wireless communications, batteries and solar panel. Each pole location shall include two RRFB lightbars installed back to back with a side emitting pedestrian confirmation light on each lightbar on the end facing the street. The system shall conform to all provisions of the MUTCD, Interim Approval IA-21, including all official interpretations issued by the MUTCD.

B. Submittals

1. Submit shop drawings in accordance with Section 01300.

2. Submit manufacturer's data sheet for lightbars, solar engine and solar panel supplied showing dimensions.

3. Submit list of deliverables for each location within the project.

4. Provide one digital copy of operations and maintenance manual prior to completion of the project.

PART 2 - MATERIALS

A. Mechanical Specifications

The solar engine shall be constructed from aluminum and shall be no greater in size than 22” L x 5” D x 16” H. The solar panel shall be integrated to the solar engine. All batteries and electronics shall be mounted in the solar engine, with no external control cabinet or battery cabinet required. A hinged lid shall provide access to the interior of the engine with vandal resistant hardware. Any special tools required to access the interior of the engine shall be supplied to the Engineer. The solar engine shall be vented to provide cooling of the battery and electronic system.

The overall weight of the solar engine assembly (including two batteries but not including light bars or pushbuttons) shall not exceed 40 lbs (18.2 kg).

The solar engine shall be supplied with a fixed tilt angle of 45 degrees and shall be able to be oriented south with no additional mounting hardware.

The lightbar housing shall be constructed from aluminum, with black colored powder coating finish, and shall have the approximate dimensions: 24" L x 1.5" D x 4.5" H (61.0 cm L x 3.8 cm D x 11.4 cm H).

The lightbar shall be mounted to the pole using a separate bracket assembly to facilitate mounting two lightbars back to back (bi-directional) with no vertical offset and allow the lightbar to pivot. The lightbar shall be able to pivot by approximately 40 degrees in order to aim the lightbar independent of the wire hole location on the pole.

The lightbar bracket shall be constructed from 3/16" galvanized steel and shall have both banding and bolting mounting options and shall be able to be mounted to all specified pole types.

The lightbar assembly shall open for access to and wiring connections to the LED indicators. LED indicators shall be NEMA 3R rated enclosures.

B. Mounting

The solar engine and lightbar assemblies shall be furnished with mounting hardware for mounting to standard 4" to 4 ½" diameter steel pole.

C. Solar / Battery System

The solar engine shall include one 18V nominal solar panel rated at 30 watts with bypass diode no larger than the footprint of the housing and shall have a hinged top to provide access to the on-board user interface and batteries. The solar engine shall house two 17 amp-hour 12-volt nominal sealed valve-regulated AGM lead-acid maintenance-free batteries. Batteries shall be readily available from multiple suppliers and non-proprietary.

D. Activation

The RRFB shall be pedestrian activated by the use of a pushbutton. The pushbutton station shall be Model XAV2E-LED push button station in conjunction with the XAVCU2 control unit by Polara Engineering or approved equal.

The pushbutton shall be installed at 40" from the finished surface onto the 4.5" diameter RRFB pole or onto the 2.5" diameter push button post, as shown on the plans, per Caltrans Standard Plan ES-7A. One pushbutton shall be supplied with each back to back RRFB location.

The sign for the push button shall be R62E (CA) per 2014 CA MUTCD. The sign shall have a single arrow pointing in the direction of the crosswalk.

E. Signage

All signs shall conform to MUTCD standards. All sign blanks and plaques shall be Federally specified .080 gauge, 5052 aluminum. Unless specified otherwise, sign sheeting shall be 3M™ DG3 diamond grade cubed or equivalent prismatic sheeting, with anti-

graffiti overlay. All sign assemblies shall use provided anti-vandal fasteners and tools to mount components to sign, and sign to fixture. All back to back signs shall be installed with zero offset from each other.

PART 3 - OPERATIONS

A. General

The solar engine shall house an on-board user interface that provides on-site configuration adjustment, system status and fault notification, and system activation information.

The flash duration shall be adjustable in-the-field to one second increments. The initial duration shall be set to 35 seconds. Following startup and testing additional adjustment may be required as specified by the Engineer.

The system shall provide configurable night time intensity settings and shall be able to enable and disable low ambient light dimming.

Flash duration and other in-the-field adjustable settings shall be automatically broadcast to all units in the system, except channel selection which shall be configured on each unit.

B. Operational Specifications

The intensity of the yellow indications shall meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595 Class I dated January 2005.

The color of the yellow indications shall meet the specifications of SAE standard J578 (Color Specification) dated December 2006.

The solar engine shall have the capacity to operate 300, 20 second activations per day year round with a minimum solar insolation of .94 sun hours per day.

The solar engine shall have the capability to activate other solar engines by wireless communications within 1,000 feet (305 m). The solar engine shall have a minimum of 14 unique channels that can be configured on-site to avoid activation of nearby systems.

The system shall be dimmable during low ambient light conditions using a light sensor.

C. Qualifications

The product shall be FCC certified to comply with all 47 CFR FCC Part 15 Subpart B Emission requirements.

Manufacturer shall provide a 5-year Limited Warranty with the exception of the batteries which shall be covered by a 1-year warranty. Manufacturer must be ISO 9001 certified.

END OF SECTION

R920-F

Solar-Powered Rectangular Rapid Flashing Beacon

Rectangular rapid flashing beacons (RRFBs) improve pedestrian safety by increasing yield rates to 72-96% at crosswalks.*

- The benchmark for RRFBs, the R920-F meets MUTCD requirements, including IA-21, and is Buy America compliant
- Compact and lightweight solar engine
- Audible pushbutton or passive pedestrian activation
- Energy Balance Report™ (EBR) prepared for every location to ensure battery longevity



Superior Design and Technology

The R920-F utilizes a self-contained solar engine integrating the Energy Management System (EMS) with an on-board user interface, housed in a compact enclosure together with the batteries and solar panel. A larger solar engine enables the R920-F to work with audible pushbutton stations, passive activation sensors, and remote monitoring, as well as operate at higher intensities and increased activations in challenging environments.

Easy Installation

With its highly efficient and compact design, installation is quick and uncomplicated, dramatically reducing installation costs. Retrofitting can be done where existing sign bases are used to enhance existing marked crosswalks in minutes, and new installations can be completed without the cost of larger poles, new bases, and trenching.

Advanced User Interface

The R920-F comes with an on-board user interface for quick configuration and status monitoring. It allows for simple in-the-field adjustment of flash pattern, duration, intensity, ambient auto adjust, night dimming, and many more. Settings are automatically sent wirelessly to all units in the system.

Reliable

Designed with Carmanah's industry-leading solar modeling tools to provide dependable year-after-year operation. We prepare an Energy Balance Report (EBR) for every location.

Trusted for 20+ Years

With thousands of installations, Carmanah's systems are the benchmark in traffic applications and other transportation applications worldwide.

* U.S. Department of Transportation Federal Highways Administration, Publication No. FHWA-HRT-10-043 - "Effects of Yellow Rectangular Rapid-Flashing Beacons on Yielding at Multilane Uncontrolled Crosswalks"

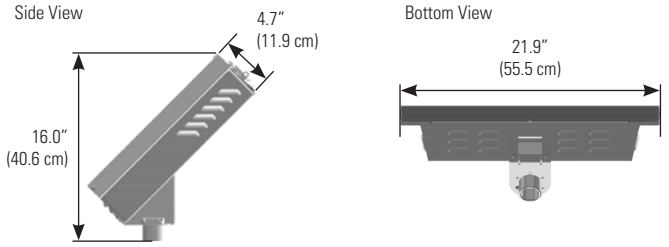
carmanah.com
1.844.412.8395 | traffic@carmanah.com

R920-F

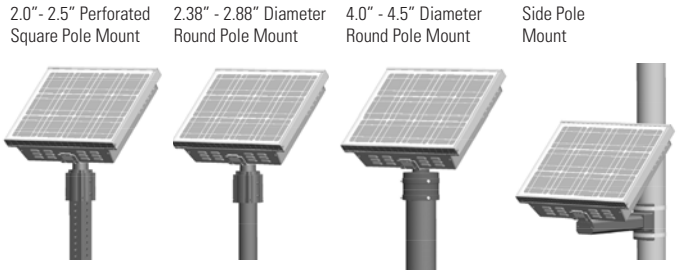
Solar-Powered Rectangular Rapid Flashing Beacon

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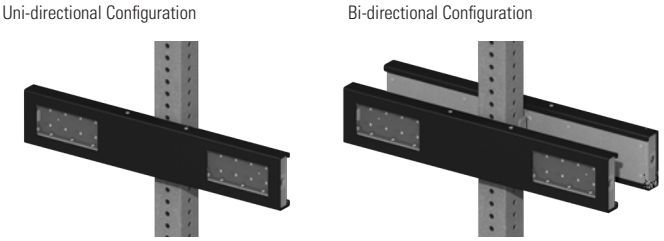
SOLAR ENGINE DIMENSIONS



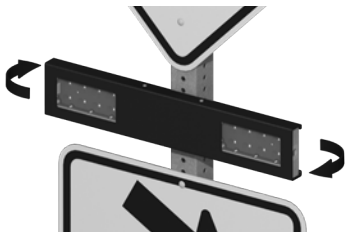
SOLAR ENGINE MOUNTING



LIGHT BAR CONFIGURATION



IN-THE-FIELD AIMING



Rotate the light bar towards the incoming vehicle lane, independent of the wire hole location.

BEACON SPECIFICATIONS

Optical	MUTCD interim approval IA-21 and MUTCDC compliant
	Purpose-built light bar optics = maximum efficiency and no stray light Exceeds SAE J595 class 1 intensity by 2.5 to 3x when used as recommended Meets SAE J578 chromaticity
	3 in (76 mm) x 7 in (178 mm) clear, UV-rated polycarbonate lens with yellow LEDs
	High-power LEDs: +90% lumen maintenance (L90) based on IES LM-80
	Side-emitting pedestrian confirmation LEDs
	Independent, stainless steel mounting brackets make back-to-back installation simple and enable in-field aiming for maximum effectiveness
	Yellow bi-directional beacons or red/blue uni-directional beacons

SYSTEM SPECIFICATIONS

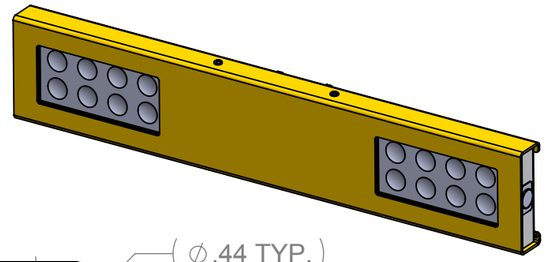
On-Board User Interface (OBUI)	Adjustable system settings with auto-scrolling LED display on our latest EMS
	System test, status, and fault detection: battery, solar, button, beacon, radio, day/night
	Flash patterns: RFB (WW+S), RFB1 (WW+S legacy), RFB2 (WSDOT), 0.5 sec. alternating (MUTCD), 0.5 sec. unison (MUTCD), 0.5 sec. x3 alternating (MUTCD), 0.1 sec. unison, 0.25 sec. unison, 0.1 sec. x3 quick flashes unison, 0.1 sec. x3 quick flashes alternating, steady on
	Input: momentary for pushbutton activation, normally open switch, normally closed switch
	Flash duration: 5 sec. to 1 hr.
	Intensity setting: 20 to 1400 mA for multiple RRFBs, circular beacons, or LED enhanced signs
	Nighttime dimming: 10 to 100% of daytime intensity
	Ambient Auto Adjust: increases intensity during bright daytime
	Automatic Light Control: reduces intensity if the battery is extremely low
	Temperature correction: yellow beacons
	Calendar: internal time clock function
	Radio settings: enable/disable, selectable channel from 1 to 14
	Output: enabled when beacons flashing daytime and nighttime, or nighttime only E.g., for relay control of overhead lighting
	Activation counts and data reporting via OBUI or optional USB connection
Beacon Communication	Encrypted, wireless radio with 2.4 GHz mesh technology
	Wireless update of settings from any unit to all systems on the same radio channel
	User-selectable multiple channels to group different beacons and ensure a robust wireless signal
	Communicates with all other Gen III radio-enabled systems including our R820-E, -F, and -G circular beacons
	Instantaneous wireless activation: <150 ms
	Wireless range: 1000 ft (305 m)
	Integrated, vandal-resistant antenna
Energy Collection	30 W high-efficiency photovoltaic solar panel
	45 deg tilt for optimal energy collection
	Maximum Power Point Tracking with Temperature Compensation (MPPT-TC) battery charger for optimal energy collection in all solar and battery conditions
Energy Storage	12 V 34 Ahr. battery system
	Replaceable, recyclable, sealed, maintenance-free, best-in-class AGM batteries offer the widest temperature range and longest life
	Battery design life: +5 yrs.
	Tool-less battery change with quick connect terminals and strapping for easy installation
Solar Engine Construction	Weatherproof, gasketed enclosure with vents for ambient air transfer (NEMA 3R)
	Lockable, hinged lid for access to on-board user interface and batteries
	Corrosion-resistant aluminum with stainless steel hardware
	Raw aluminum finish or yellow, black, or green powder coated
	Prewired to minimize installation time
	High-efficiency optics and EMS = the most compact, lightweight system
	39 lb (17.7 kg) including batteries, excluding beacons and pushbutton
Environmental	-35 to 165° F (-37 to 74° C) system operating temperature
	-40 to 140° F (-40 to 60° C) battery operating temperature
	150 mph (241 kph) wind speed as per AASHTO LTS-6
Activation	Pushbutton: ADA-compliant, piezo-driven with visual LED and two-tone audible confirmation
	Audible pushbutton station: ADA-compliant, piezo-driven with visual LED and customizable voice message confirmation
	Passive activation: microwave-based sensor detects pedestrian
Warranty	**5-year limited warranty, excluding batteries**

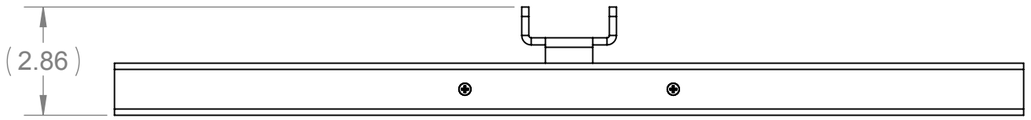
ADA ite IMSA Your Partner in PUBLIC SAFETY MUTCD IA-21

Specifications subject to local environmental conditions, and may be subject to change.

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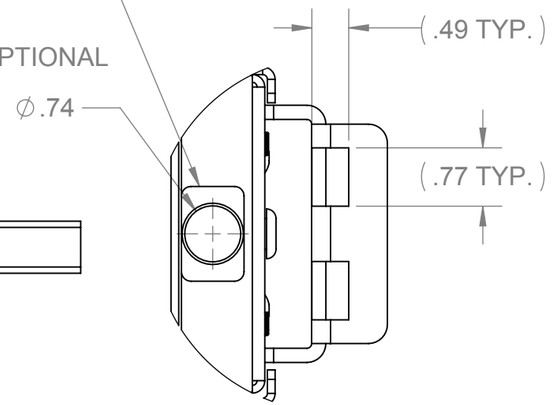
REV	ECO #	DESCRIPTION	DATE	DRAWN BY
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B		ADD SIDE EMITTER AND IDICATION APERTURE DETAIL	09/28/17	JGW



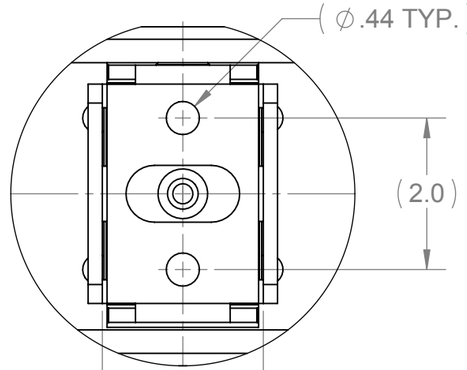


SIDE EMITTER
WITH CLEAR COVER
-BOTH ENDS OF ASSEMBLY

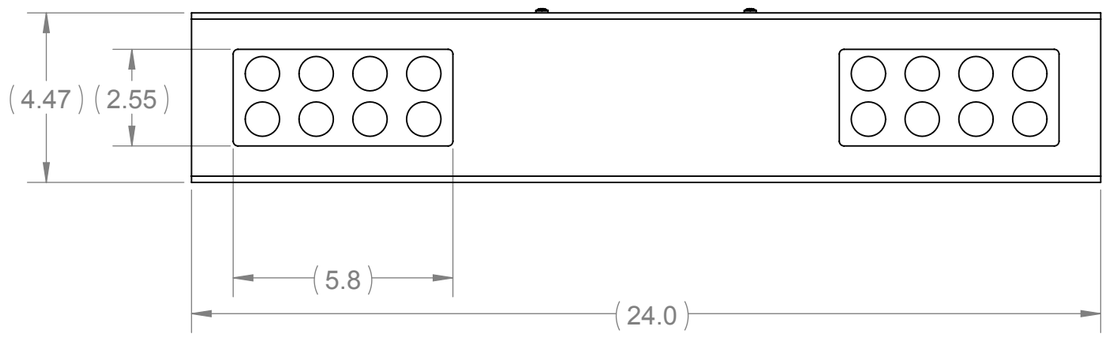
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OPAQUE COVER OPTIONAL

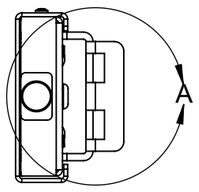


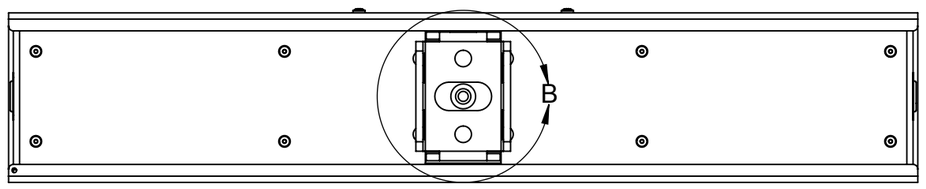
DETAIL A
SCALE 1 : 2



DETAIL B
SCALE 1 : 2







NOTES:

1. FOR GENERAL DIMENSIONAL REFERENCE ONLY
2. APPLIES TO BOTH R920 AND SC315 (AC AND SOLAR POWERED) RRFB SYSTEMS.
3. LIGHT BAR COVER COLOR VARIES BY PRODUCT CONFIGURATION - YELLOW SHOWN.

DIMENSIONS IN: INCHES

THIRD ANGLE PROJECTION

PDM MAINTAINED DATA
CHANGES SHALL BE INCORPORATED ELECTRONICALLY BY THE DESIGN AUTHORITY

PROPRIETARY

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ORIGINALLY DESIGNED BY	DATE
Jeff Walton	5/30/2012
ORIGINALLY DRAWN BY: JGW	DATE: 10/12/2016
CHECKED BY	DATE

DOC #	DOC REVISION	DATE
	A	10/16/11

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Fax [250] 380-0062

TITLE
SC315/R920 LIGHT BAR GENERAL ARRANGEMENT

SIZE	DRAWING NO	REVISION
B		B

SCALE	CAD REFERENCE	SHEET
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genesis™ NP
RANGE SUMMARY



Publication No: US-NP-RS-004 • March 2008

EnerSys®
Powering Full Solutions

GENERAL SPECIFICATIONS

GENESIS™ NPH BATTERY SERIES

Type	FR Type*	Volts	Nominal Capacity (10hr rate-Ah)	Length		Width		Overall Height incl. Terminals		Weight		Layout	Terminal Illustration
				mm	(in.)	mm	(in.)	mm	(in.)	kgs.	(lbs)		
– – – – –	NPH2-12FR	12	2	68	2.68	51	2.01	88	3.46	0.84	1.85	2	A
NPH3.2-12	NPH3.2-12FR		3.2	134	5.28	67	2.64	64	2.52	1.38	3.05	3	A/C

GENESIS™ NP BATTERY SERIES

Type	FR Type*	Volts	Nominal Capacity (20hr rate-Ah)	Length		Width		Overall Height incl. Terminals		Weight		Layout	Terminal Illustration
				mm	(in.)	mm	(in.)	mm	(in.)	kgs.	(lbs)		
NP1-6	NP1-6FR	6	1.0	51	2.01	42	1.65	57	2.24	0.28	0.61	5	A
NP1.2-6	NP1.2-6FR		1.2	97	3.82	25	0.98	56	2.20	0.30	0.67	1	A
NP2.8-6	NP2.8-6FR		2.8	67	2.64	33	1.30	105	4.13	0.59	1.30	5	A/C
NP3-6	NP3-6FR		3.0	134	5.28	33	1.30	67	2.64	0.69	1.53	1	A
NP3.2-6	NP3.2-6FR		3.2	66	2.60	33	1.30	104	4.09	0.59	1.30	5	A
NP3.8-6	NP3.8-6FR		3.8	66	2.60	33	1.30	125	4.92	0.75	1.65	1	A
NP4-6	NP4-6FR		4.0	70	2.76	47	1.85	105	4.15	0.80	1.76	5	A/C
NP4.5-6	NP4.5-6FR		4.5	70	2.76	47	1.85	105	4.15	0.86	1.90	5	A/C
NP5-6	NP5-6FR		5.0	70	2.76	47	1.85	105	4.15	0.95	2.10	5	A/C
NP7-6	NP7-6FR		7.0	151	5.95	33	1.30	100	3.94	1.28	2.83	1	A/C
NP8.5-6	NP8.5-6FR		8.5	98	3.86	56	2.20	118	4.65	1.60	3.53	9	A/C
NP10-6	NP10-6FR		10.0	151	5.95	50	1.97	101	3.98	1.99	4.38	1	A/C
NP12-6	NP12-6FR		12.0	151	5.95	50	1.97	101	3.98	2.04	4.48	1	A/C
NP0.8-12	NP0.8-12FR	12	0.8	96	3.78	25	0.98	61	2.42	0.37	0.82	7	H/I
NP1.2-12	NP1.2-12FR		1.2	97	3.82	48	1.89	56	2.20	0.57	1.25	3	A
NP2-12	NP2-12FR		2.0	150	5.91	20	0.79	89	3.50	0.70	1.54	8	B
NP2-12-C	NP2-12CFR		2.0	182	7.17	24	0.93	61	2.40	0.73	1.61	6	L
NP2.3-12	NP2.3-12FR		2.3	178	7.01	35	1.38	67	2.64	1.02	2.15	1	A
NP2.6-12	NP2.6-12FR		2.6	134	5.28	67	2.64	66	2.60	1.36	3.00	3	A
NP2.9-12	NP2.9-12FR		2.9	79	3.11	56	2.20	105	4.13	1.24	2.73	1	A/C
NP3-12	NP3-12FR		3.0	132	5.20	33	1.30	105	4.13	1.18	2.60	1	A/C
NP3.4-12	NP3.4-12FR		3.4	134	5.28	67	2.64	67	2.64	1.39	3.06	3	A/C
NP4-12	NP4-12FR		4.0	90	3.54	70	2.76	107	4.21	1.70	3.74	1	A/C
NP4.5-12	NP4.5-12FR		4.5	90	3.54	70	2.76	107	4.21	1.76	3.88	1	A/C
NP5-12	NP5-12FR		5.0	90	3.54	70	2.76	107	4.21	1.81	4.00	1	A/C
NP7-12	NP7-12FR		7.0	151	5.95	65	2.56	100	3.94	2.59	5.72	4	A/C
NP12-12	NP12-12FR		12.0	151	5.95	98	3.86	100	3.94	4.06	8.95	4	C
NP18-12	NP18-12FR		17.2	181	7.13	76	3.00	167	6.57	6.17	13.60	2	D/E
NP24-12	NP24-12FR		24.0	166	6.54	175	6.89	125	4.92	9.07	20.00	2	C/D/E
NP33-12	NP33-12FR		33.0	197	7.76	131	5.16	158+	6.22+	11.79	26.00	1	E/F
NP35-12	NP35-12FR		35.0	198	7.80	132	5.20	170	6.69	12.61	27.80	1	F
NP38-12	NP38-12FR		38.0	197	7.76	165	6.50	172	6.77	14.59	32.16	2	F/G
NP55-12	NP55-12FR		56.3	229	9.02	138	5.43	207+	8.15+	18.01	39.70	1	M/G
NP65-12	NP65-12FR		65.0	350	13.78	166	6.54	174	6.85	23.63	52.10	2	F/G
NP75-12	NP75-12FR		77.5	259	10.20	169	6.65	208+	8.19+	26.50	58.42	1	M/G
NP90-12	NP90-12FR		90.0	304	11.97	168	6.61	229+	9.02	31.18	68.74	1	M/G
NP100-12	NP100-12FR		100.0	329	12.95	174	6.85	214+	8.43+	32.94	72.62	1	J/G
NP120-12	NP120-12FR		120.0	407	16.02	173	6.81	235	9.25	38.41	84.68	1	J/G
NP150-12	NP150-12FR		150.0	483	19.02	170	6.69	241	9.49	47.13	103.90	1	J/G
NP200-12	NP200-12FR		200.0	520	20.47	260	10.24	208	8.19	73.00	160.93	3	K/G

DATASAFE™ NPX BATTERY SERIES

Type	FR Type*	Volts	Watts/Cell to 1.67 End Voltage	Nominal Capacity (20hr rate-Ah)	Length		Width		Overall Height incl. Terminals		Weight		Layout	Terminal Illustration
					mm	(in.)	mm	(in.)	mm	(in.)	kgs.	(lbs)		
NPX-35-6	NPX-35-6FR	6	35W/Cell	8	151	5.95	33	1.30	100	3.94	1.43	3.15	1	A/C
NPX-50	NPX-50FR		50W/Cell	13	151	5.95	50	1.97	100	3.94	2.09	4.60	1	A/C
NPX-25	NPX-25FR	12	23W/Cell	5	90	3.54	70	2.75	107	4.21	1.95	4.30	1	A/C
NPX-35	NPX-35FR		35W/Cell	8	151	5.95	65	2.56	100	3.94	2.75	6.06	4	A/C
NPX-80	NPX-80FR		80W/Cell	20	181	7.13	76	2.39	167	6.57	6.35	14.00	2	D/E
NPX-100	NPX-100FR		95W/Cell	28	166	6.54	125	4.92	175	6.89	9.70	21.38	2	D/E
NPX-135	NPX-135FR		135W/Cell	33	197	7.76	131	5.16	158+	6.22	11.94	26.32	1	E/F
NPX-150	NPX-150FR		150W/Cell	40	197	7.76	165	6.50	172	6.77	14.29	31.50	2	F/G

FOOTNOTES:

* FR: UL94-VO, Flame Retardant Case and Cover (Oxygen index 28)
\+ Height is top cover. Overall Height, including terminal is dependent on the terminal configuration
Recognized by UL File No. MH16464

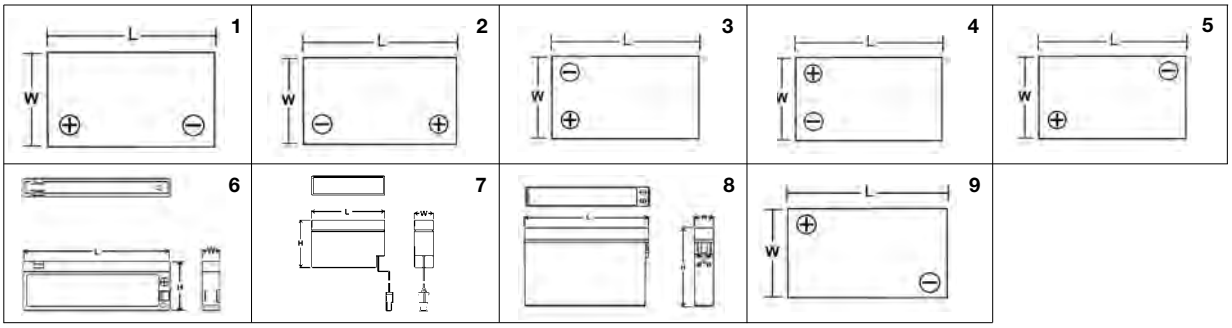
NOTE: All dimensions are +/- 0.08 inches (2mm); Weights are +/- 5%

Torque Specifications:

M5 bolt: 26.6 lbf.in (3Nm) +/- 5%
M6 bolt: 44.31 lbf.in (5Nm) +/- 5%
M5 receptacle: 35.4 lbf.in (4Nm) +/- 5%
M6 receptacle: 65 lbf.in (6.8Nm) +/- 5%

genesis NP

LAYOUT ILLUSTRATION



TERMINAL ILLUSTRATION

A

INCH	MM
0.250	6.35
0.187	4.75
0.124	3.15
0.098	2.49
0.059	1.50
0.031	0.79
0.020	0.51
0.004	0.10

Faston Tab: 187

B

INCH	MM
0.472	11.99
0.250	6.35
0.236	5.99
0.187	4.75
0.130	3.30
0.079	2.01
0.020	0.51

Faston Tab: 187

C

INCH	MM
0.313	7.95
0.250	6.35
0.180	4.57
0.098	2.49
0.059	1.50
0.031	0.79
0.020	0.51
0.004	0.10

Faston Tab: 250

D

INCH	MM
0.472	11.99
0.453	11.51
0.217	5.51
0.079	2.01

M5 Bolt Fastened Terminal

E

M5 Threaded Receptacle

F

INCH	MM
0.709	18.01
0.551	14.00
0.256	6.50
0.236	5.99

M6 Bolt Fastened Terminal

G

M6 Threaded Receptacle

H

INCH	MM
0.530	13.46
0.420	10.67
0.310	7.87
0.230	5.84
0.160	4.06

JST No. VHR-2N

I

INCH	MM
0.860	21.84
0.530	13.46
0.430	10.92
0.295	7.49

Tyco. 1-480318-0

J

INCH	MM
1.024	26.01
0.910	23.11
0.430	10.92
0.335	8.51
0.315	8.00

M8 Bolt Fastened Terminal

K

INCH	MM
1.100	27.94
0.910	23.11
0.510	12.95
0.390	9.91
0.330	8.38

M10 Bolt Fastened Terminal

L

INCH	MM
0.870	22.01
0.550	13.97
0.430	10.92
0.230	5.84

"Camcorder" Terminal

M

INCH	MM
0.806	20.47
0.760	19.30
0.690	17.53
0.630	16.00
0.394	10.01
0.335	8.50

M8 "Universal" Bolt Fastened Terminal

Note:
Dimensions are in inches (mm)
Tolerances are
± 0.02 in. for dimensions < 5mm
± 0.04 in. for dimensions ≥ 5mm
± 0.08 in. for all height dimensions
unless otherwise specified.

Charging

- Standby use: Apply constant voltage charging at 2.275 volts per cell (or 2.25–2.30VPC).
- Cyclic use: Apply constant voltage charging at 2.40-2.50 VPC. Initial charging current should be set at less than 0.25CA.
- Top charge: Product in storage (ambient temperature 25°C/77°F) requires a top charge every six months. Apply constant voltage at 2.40 volts per cell, initial charging current should be set at less than 0.1CA for 15 to 20 hours.

Discharge

- Stop operation when voltage has reached the minimum permissible voltage. Recharge immediately.
- Do not operate at 6CA or more current continuously.

Storage

- Always store battery in a fully charged condition.
- If battery is to be stored for a long period, apply a recovery top-charge every 6 months.
- Store batteries in a dry and cool location.

Temperature

- Keep within ambient temperatures of –15°C to +50°C for both charging and discharging.

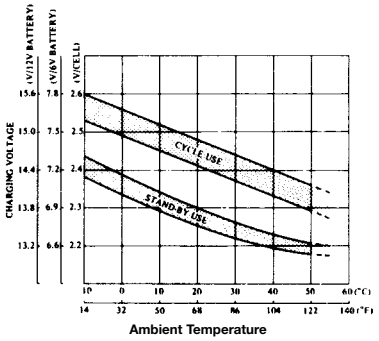
Incorporating battery into equipment

- Encase battery in a well ventilated compartment.
- Avoid installing battery near heated units such as a transformer.
- House the battery in the lowest section of the equipment enclosure or rack to prevent unnecessary battery temperature rise.

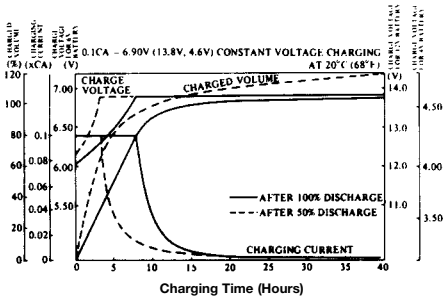
Others

- Avoid terminal short circuit.
- DO NOT expose to open flame.
- Avoid setting batteries in environments which can cause direct contact to gasoline, paint thinner, organic solvents, synthetic resins, oil, etc.

RELATIONSHIP BETWEEN CHARGING VOLTAGE AND TEMPERATURE

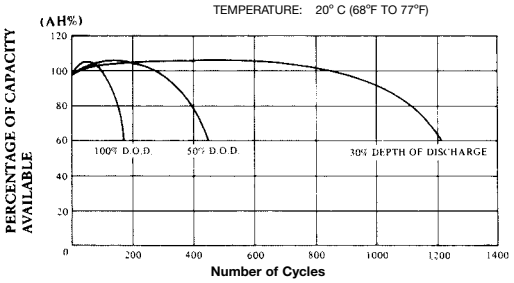


CHARGING CHARACTERISTICS



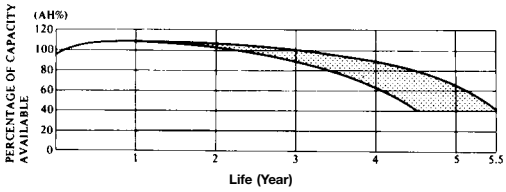
CYCLE SERVICE LIFE IN RELATION TO DEPTH OF DISCHARGE NP SERIES

TESTING CONDITIONS: DISCHARGE CURRENT: 0.17C Amp. (F.V. 1.7V/CELL)
CHARGING CURRENT: 0.09C Amp.
CHARGING VOLUME: 125% OF DISCHARGED CAPACITY
AMBIENT TEMPERATURE: 20° C (68°F TO 77°F)



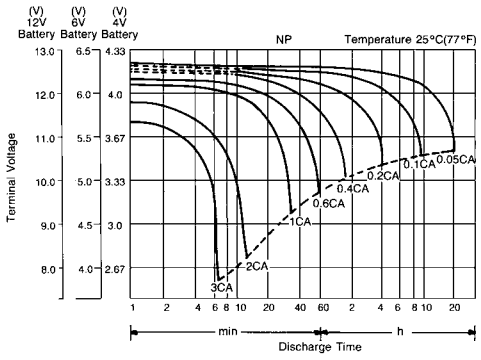
FLOAT SERVICE LIFE NP SERIES

TESTING CONDITIONS: FLOATING VOLTAGE: 2.25 TO 2.30V/CELL
AMBIENT TEMPERATURE: 20°C TO 22°C (68°F TO 72°F)



DISCHARGE CHARACTERISTICS

Curves at 25°C (77°F)
NP SERIES



Publication No: US-NP-RS-004 • March 2008 - Subject to revisions without prior notice E & OE

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Power/Full Solutions

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+1-800-538-3627

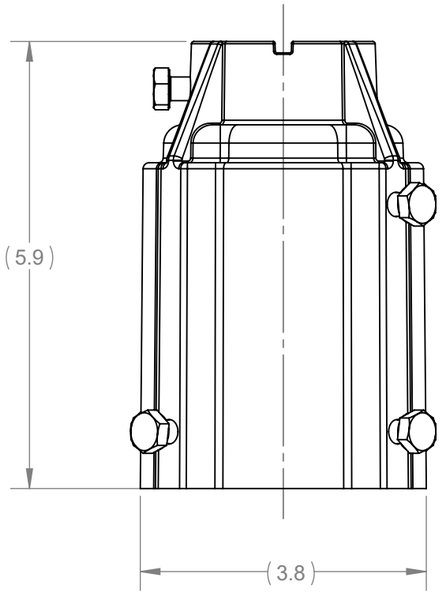
EnerSys Europe
Zurich, Switzerland
Tel: +41 (0) 44 215 74 10

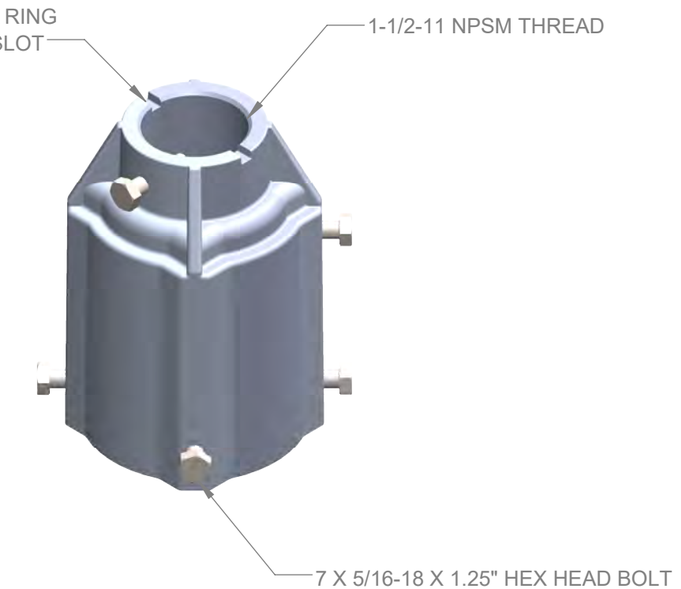
EnerSys Asia
Guangdong, China
Tel: +86 755 2689 3639

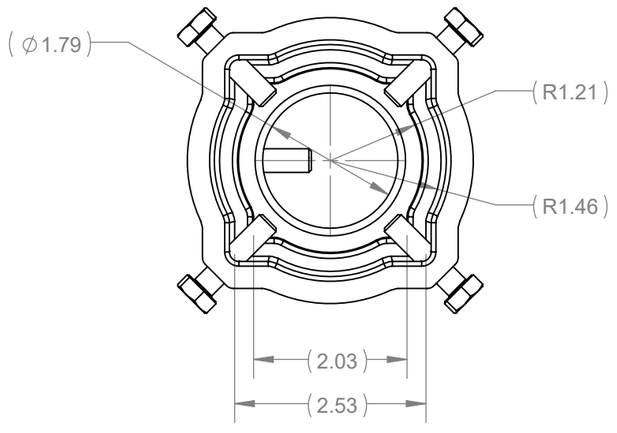
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REV	ECO #	DESCRIPTION	DATE	DRAWN BY
A		GENERAL PRODUCT REFERENCE ONLY	JGW	11/03/2019







NOTES:

1. FOR GENERAL REFERENCE ONLY
2. COMPATIBILITY:
   - 2.0-2.5 INCH SQUARE POST
   - 2.38-2.88 INCH ROUND POLES
3. MATERIAL: ALUMINUM
4. COLOR VARIES BY PRODUCT CONFIGURATION - NATURAL FINISH SHOWN

DIMENSIONS IN: INCHES

THIRD ANGLE PROJECTION

PDM MAINTAINED DATA
CHANGES SHALL BE INCORPORATED ELECTRONICALLY BY THE DESIGN AUTHORITY

PROPRIETARY

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ORIGINALLY DESIGNED BY	DESIGN DATE

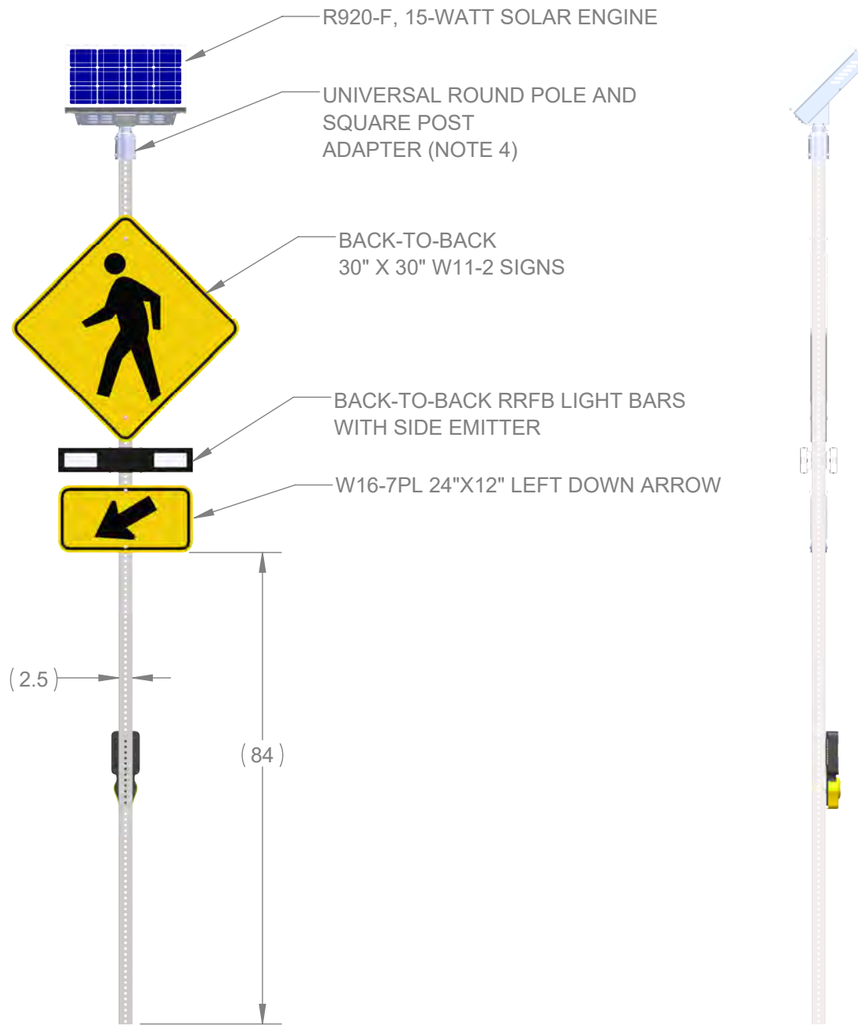
carmanah®
Carmanah Technologies Corp.
250 Bay Street
Victoria, BC Canada V9A 3K5
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Fax [250] 380-0062

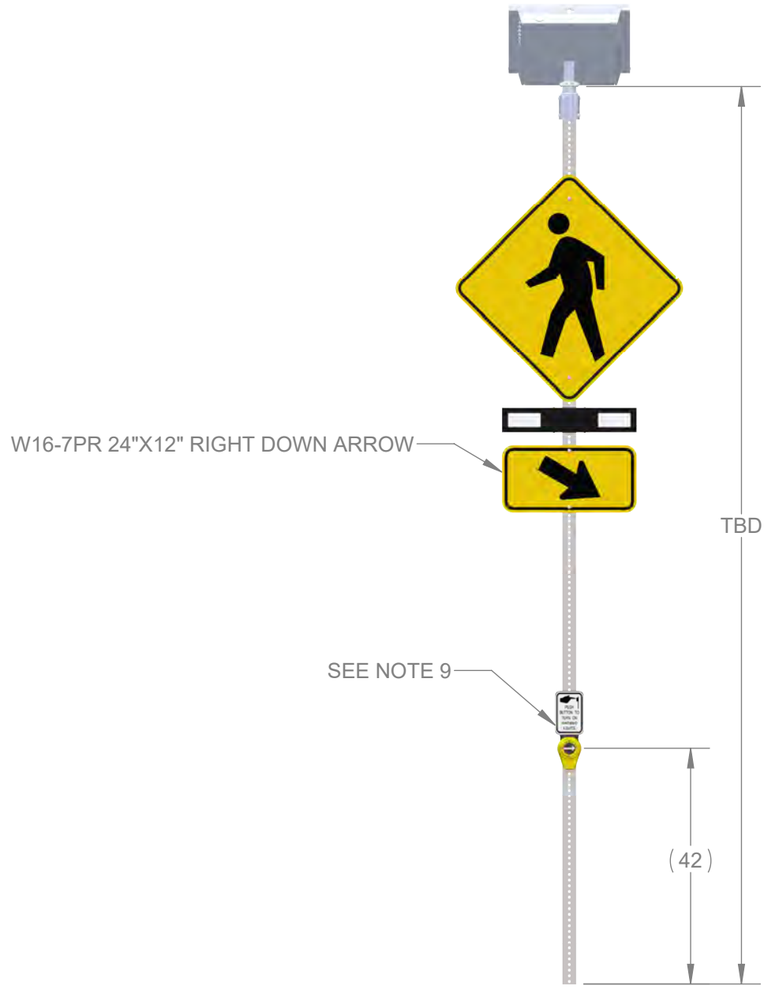
TITLE

TOP OF POLE MOUNT
2-2.5 INCH SQUARE, 2.38-2.88 INCH ROUND

SIZE	DRAWING NO	REVISION
B	87936	A
SCALE	CAD REFERENCE	SHEET
NTS		1 OF 1

REV	ECO #	DESCRIPTION	DATE	DRAWN BY
A		GENERAL PRODUCT REFERENCE	08/03/21	JGW







NOTES:

1. FOR GENERAL DIMENSIONAL REFERENCE ONLY
2. DIMENSIONS IN PARENTHESIS ARE FOR REFERENCE ONLY
3. POLE CONFIGURATION AND HEIGHT VARIES BY APPLICATION - 2.5 IN SQ. PERORATED STEEL TUBING SHOWN
4. SOLAR ENGINE MOUNT TYPE VARIES BY CONFIGURATION - 2.0-2.5 IN SQ., 2.38-2.88 RND - UNIVERSAL ADAPTER SHOWN
5. LIGHT BARS CAN BE BANDED OR BOLTED TO POLE OR POST
6. LIGHT BARS CAN BE CONFIGURED FOR 1,2,OR NO SIDE EMITTERS
7. LIGHT BAR COVER COLOR VARIES BY PRODUCT CONFIGURATION - BLACK SHOWN
8. SOLAR ENGINE CHASSIS COLOR VARIES BY PRODUCT CONFIGURATION - NATURAL FINISH SHOWN
9. PUSH BUTTON TYPE VARIES BY CONFIGURATION - POLARA iNX APS WITH SIGN FRAME SHOWN

W11-2, APS CONFIGURATION

PROPRIETARY

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DIMENSIONS IN: INCHES

THIRD ANGLE PROJECTION

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TITLE

R920-F 30-WATT SOLAR POWERED RRFB GENERAL ARRANGEMENT

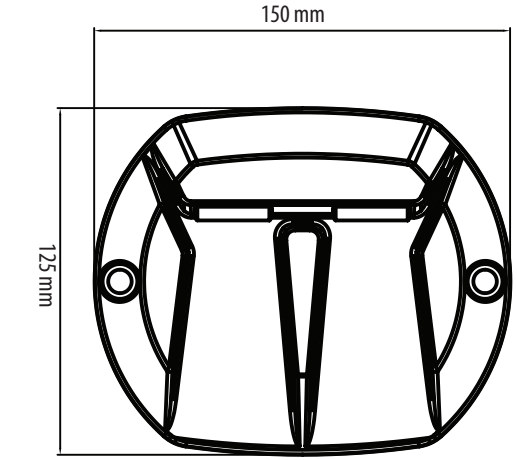
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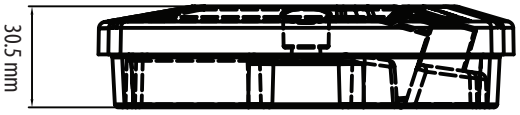
SPECIFICATIONS

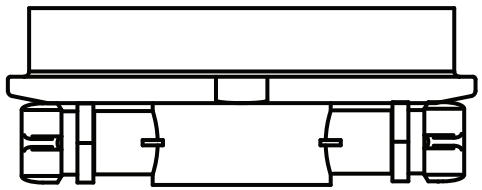
LaneLight™ MLK150

LED-Illuminated In-Road Marker System UNI DIRECTIONAL

DIMENSIONS







Housing

STANDARD SPECIFICATIONS

Technology	Active LED
Dimensions -LED module	150mm x 125mm (5.9”x 5”)
Dimensions - Housing	175mm (7”)
Protrusion from pavement	3 mm (.12”) or Flush Mount option
Housing depth (incl.sub base)	65mm (2.56”)
Daytime visible	Yes, to 3000 ft (dimmable by PWM at night)
Snowplowable	Yes, with Flush Mount option
Housing - LED module	Stainless Steel
- Housing	Aluminum
Sealing	IP68
Load rated	5,000 kg compression
Operating temperature	-20C to +50C
Lens	Boron/glass
LED face	Uni-directional
LEDs per unit	16
LED color	Amber, Red, Green, White, or bi-color
Light intensity	Over 3,500,000 cd/m2
Activation	Optional
Power	Hardwired; Low voltage
	AC, DC models ; 2.5w (nominal)
Controller	Microprocessor; (sold separately)
Wiring	18 AWG direct burial or drain equipped conduit
	2 or 3 wire configurations
MUTCD compliant	YES

OPTIONS

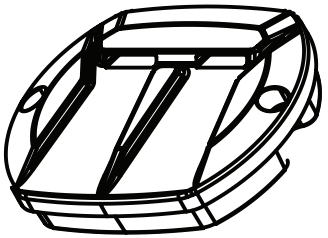
LED Colour : Amber, Red, Green, White, or bi-color

Special Voltages

Passive Activtion Systems

Integration with traffic control devices.

Addressable chip for control (chasing, flashing, etc.)



Intelligent Traffic Equipment Marketing Ltd.
16-755 Vanalman Ave.
Victoria, BC, Canada V8Z 3B8
1.866.466.4836 www.ItemLtd.com

Specification: Lighted Pedestrian Crosswalks

Date: 03/01/2015

DESCRIPTION

The system consists of the materials for the installation of a hardwired LaneLight In-Roadway Illuminated Marker System to be used for the pedestrian crossing in (Location), at (Site) to alert motorists that they are approaching an active pedestrian crossing occupied or about to be occupied by one or more pedestrians.

The installer's responsibilities would consist of installing the In-Roadway Illuminated Marker System and auxiliary components such as LED signs, pushbuttons, and the construction of facilities to support the system, as outlined in these specifications and in strict adherence to the manufacturer's installation requirements as outlined in, but not limited to, the manufacturer's installation instructions.

PRIOR TO INSTALLATION

Several utilities may exist in the area; any and all utilities' locations shown in any plans should be considered approximate. The installer shall be responsible for calling the appropriate authority and all affected utility companies prior to any drilling or excavation on this project.

The installer shall stake all proposed accessible push button station locations, bollard locations, ground box locations, conduit, and pole locations after utility locations are finalized. The engineer having authority must approve these locations prior to any drilling or excavation on the project.

The in-roadway lights shall conform to the current edition of the MUTCD.
Roadside beacons or LED signs shall conform to the current edition of the MUTCD, or bear interim approval.

WARRANTY

System components shall have a warranty period of 5 years against manufacture defects and failure under normal use.

TECHNICAL SPECIFICATION

High Performance LED In-Roadway Marker: ITEM LaneLight model MLK150 uni directional Amber LED).
IMPORTANT: If the installer wishes to submit an alternate system for an approved equal, specifications of the proposed alternate that conform to the following specifications shall be submitted to the Engineer having jurisdiction at least twenty (20) working days prior to the bid opening date as determined in the bid solicitation notice. No proposed "equal" product proposed after the ten day advance will be accepted, and it is therefore assumed the successful bidder on this project will install the specified product if no approval has been issued by the Engineer Having Jurisdiction.

IN-ROADWAY LIGHTS

Mechanical Characteristics – Upper Housing

Nominal Dimensions – diameter = 150mm; height = 30.5mm,
Assembly Material – Heat treated, M8x20 DIN912 cast A4 stainless steel or equal, bi-directional) configuration,
IN-ROADWAY PROFILE SHALL NOT EXCEED 0.125 INCHES ABOVE PAVEMENT SURFACE.
Lens – prismatic- Borofloat hardened glass, 2 per marker; NO PLASTIC LENS OR BODY COMPONENTS SHALL BE EXPOSED TO TRAFFIC.
All electrical terminations shall occur within the marker housing; under no circumstances shall any electrical connection be made in the pavement outside the marker housing. Connection housing shall accommodate further encapsulation of the wiring connectors, and all connectors shall be encapsulated.
Tested - Water ingress to IP68.
LED Module attached to the base with two stainless steel high grade screws; Removal/replacement of the upper housing shall be capable of being accomplished in five minutes or less.

Mechanical Characteristics – Lower Housing

Nominal Dimensions – diameter = 7 inches (178.5mm); housing height = 1.375 inches (35mm).
Material – Corrosion-resistant aluminum alloy or equal,
Tested - Minimum of 45,000 kg compressive strength,
Install depth w/wiring sub base – 2.75 inches (65mm)

Optical Characteristics

Bulbs – 16 (sixteen total, eight per lens) proprietary ITEM specification, ultra bright design
Colormetrics: Amber, white, green, red: to comply with MUTCD specifications
Daytime visibility – range: to exceed 3000 feet regardless of ambient light conditions.

Electrical Characteristics

Supply Voltage: 12 to 48VDC,

Power consumption /marker: 2.5W daytime amber/ 2W daytime white,
Feedback Voltage: <24VDC,
PWM Amplitude: <24VDC at 500Hz,
Ambient temperature range: -30C to 65C

Installation into Roadway
One 3/8" slot to be cut, 2 1/2" depth; and 7" or 8" diameter round holes, 2 3/4" depth round cores cut, centered over the slot where markers are to be placed. To avoid risk of stress fractures being produced by ingress into the road surface, ONLY ROUND CORE HOLES ARE TO BE MADE IN THE PAVEMENT FOR INSTALLATION OF THE ROAD MARKERS, WITHOUT EXCEPTION.

The uppermost part of the LED module shall be mounted flush with the pavement surface, to the rear of the opening in the pavement where the LED module is located. WITHOUT EXCEPTION, NO DEFLECTORS OR OTHER PROTECTIVE APPARATUS SHALL BE REQUIRED FOR PROTECTION OF THE LED MODULE.

Mounting and Bedding; ITEM approved resilient-setting Epoxy Resin ITEM-Flex or factory approved equal.

PERIPHERAL CONTROL EQUIPMENT

LaneLight Controller; NEMA Mk5 (for stand-alone system) or Mk6 (for signal interface or rack mounted-stand alone)

Process Control Unit (PCU)
Supply Voltage 12 to 48VDC (typically 24V DC or 48V DC) OR 110 to 240 volts AC with factory supplied power converter.

Transient/Inrush current limiting – internal on all outputs.

Overload –internal, auto-reset circuit breakers on outputs, selectable amperage thresholds on two channels

Power Factor Correction – provided, Power Output limiting – 120%;
Short Circuit – Continuous protection, intermittent cycle permitted;
Day/ night mode control – automatic photocell activated;
Night Brightness Adjust 15%-100%,

ON Time Selector 1 - 60 seconds,

Pattern Mode Selector:
Crosswalk- On, on/off flash, 60/40 flash, pulsed flash,
or "Emergency Vehicle" pulse/alternating flash

Logic inputs for connecting sequential pedestrian detectors to determine direction of pedestrian travel
Inputs for sequential contact closure for calculation of a trigger speed of approaching traffic

Programmable auxiliary contacts (optional) to provide control to external signaling devices.

Prioritization of traffic flow (optional) after pedestrian service while storing pedestrian calls.

Accessible log files for historical data retrieval.

Seven day timer override of input start and time-out function.

Remote monitoring and configuration capable, Windows GUI software included.

The fully programmable timer function shall be adjustable from within the Windows software when accessing the controller.

Housing: Cabinet back plate (surface) or cabinet rack (standard rack 4 unit height) mount.

Push-to-Walk Assemblies

Standard Push Button Quantity 2;

Polara Bulldog BDLM3 2” ADA equipped with Frame and 5x7 R10-(type) Sign

Pelco SE series, inductive or electromechanical 2” ADA, equipped with Frame and 5x7 R10-(type) Sign

Polara Model X annunciating pushbutton system with dynamic volume level control, Polara XAVCU2-DC controller, proprietary cable system

IN-ROAD WIRING SYSTEM

LaneLight control cable –18/3, 0.31" o.d. (nominal), with dry water block system and tinned conductors, outer jacket labeled "LANELIGHT XW".

LaneLight pushbutton/Photobollard cable –18/4, 0.31" o.d. (nominal), with dry water block system and tinned conductors, outer jacket labeled "LANELIGHT PPB".

LaneLight 3/8" Mini-conduit equipped with drain tees and LaneLight AWG22 wire with PPB wiring run in a separate conduit (typical concrete installation)

Sub-Base Encapsulation – 3M Scotchcast 8882, or equal.

Waterproof connectors: Silicon filled w/cap; 3M 314, 316IR; or ITEM engineer approved equal.

POWER SUPPLY

AC (Grid) Powered System

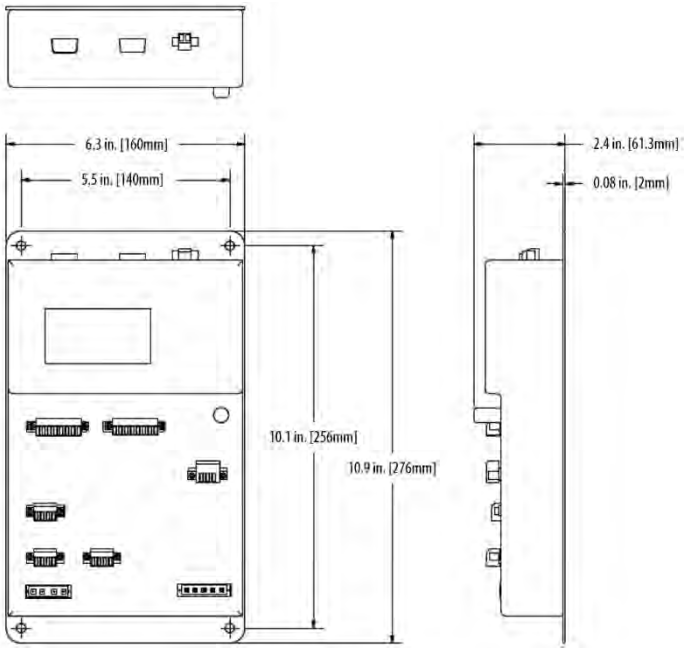
System powered by 120 volts line voltage; converted to 24 volts DC by manufacturer designed and supplied device.

Solar Powered System ITEM SP1, SP2, SP3 or SPECIAL, to be determined by the manufacturer.

System shall be solar powered with manufacturer designed and supplied solar/battery power package. The system shall consist of a single solar panel and pole mount, solar charge regulator, circuit breakers for panels, batteries, and load, terminal strip for all connections pertaining to the solar power equipment, two batteries capable of providing (15)(30) days autonomy; NEMA cabinet with #2 lock, with LaneLight controller and any auxiliary activation controllers or equipment interfaces capable of being mounted within.

Cabinet shall be supplied with mounting hardware for a 3.5" to 4.5" OD pole.

Mk5 Panel Mounted System Controller



OVERVIEW

The LaneLight™ Mk5-Panel Mounted Controller is a solid-state programmable controller designed for use with MLK-110/MLK-150 In-Road Warning Lights (IRWLs) and LED markers. The controller has two inputs for contact closure circuits, two dedicated outputs for LaneLight markers and several optional outputs. The controller monitors the output currents on each channel constantly to protect the system against damage.

The Mk5-PM controller contains the required hardware and software to interpret output signals from standard contact closure switches. Upon detection of a trigger event, the controller can output activation signals to IRWLs/LED markers according to the parameters defined in the controller's configuration software menu.

The Mk5-PM can also be provided in a version that can interpret activation signals from an external 120VAC power source, i.e. typical traffic signal interface controller. In this case, inputs are connected to the load relays that drive the signal heads on the poles and activate the controller in conjunction with the required signal phase (red, green or amber).

The compact Mk5-PM controller mounts vertically and is designed for use in panel mount traffic cabinets.

SPECIFICATIONS

Dimensions (WxHxD)	6.3 x 10.9 x 2.4 in. [160 x 276 x 61.3 mm]
Mounting	4 x 1/4 in. bolts
Weight	1 lb. [0.49 kg]
Material	Anodized aluminum housing
Operating Voltage	24 to 48 VDC
Power Consumption	4.5 W nominal
Maximum Current	8A per channel
Surge Protection	Complies with test procedures applied according to A615-7.2 (Input-Output Terminals Pulse Test) and A615-7.3 (Non-Destruct Transient Immunity)
MTBF	>40,000 hours
Environment	Operating Temperature: -30°F to 185°F [-30°C to +85°C] Storage Temperature: -50°F to 200°F [-45.5°C to + 93.3°C] Operating Relative Humidity: 0% to 95% non-condensing
Standards Compliance	FDOT Section A615 "Environmental Requirements" which are based on specific requirements in NEMA TS 2 (Intertek Report No. 3152884CRT-001, August 11, 2008)
Microprocessor	Type: Rabbit R3000 Clock speed: 55.5 MHz Code/data space: 1 MB
Input Circuits	Activation Input: 2 circuits, 2-wire, contact closure, open circuit voltage 15V Input Impedance: 2.5kΩ
Output Circuits	Markers Output: Parallel, 2 circuits with 8 open-collector drivers for standard MLK-150 LaneLight markers Aux Out 1: Optional 2 x high side output DC, current monitored Aux Out 2: Optional 2 x AC relay, 120VAC, 1A max, NO, Form A Aux Out 3: Optional 2 x low side switch output, 2A max
Warranty	5 year limited warranty for defects in manufacturing, factory assembly and materials only; excludes batteries and damage caused by vehicles or vandalism

CONTACT INFORMATION

To order, or for more information, contact ITEM/LaneLight:

Unit 16 – 755 Vanalman Avenue
Victoria, BC V8Z 3B8 Canada
Toll-Free: 1-866-466-4836
Fax: 250-381-4830
info@lanelight.com
www.lanelight.com

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Document: DS0013Rev0-Mk5-PM-Controller.docx

MORNINGSTAR corporation

SUNSAVER MPPT™

SOLAR CONTROLLER WITH MAXIMUM POWER POINT TRACKING



15 Amps at
12/24 Volts DC

Morningstar's ***SunSaver MPPT*** solar controller with TrakStar Technology™ is an advanced maximum power point tracking (MPPT) battery charger for off-grid photovoltaic (PV) systems. The controller features a smart tracking algorithm that maximizes the energy harvest from the PV and also provides load control to prevent over discharge of the battery.

The SunSaver MPPT is well suited for both professional and consumer PV applications. Its charging process has been optimized for long battery life and improved system performance. This product is epoxy encapsulated for environmental protection, may be adjusted by the user via four settings switches or connection to a personal computer, and has an optional remote meter and battery temperature sensor.

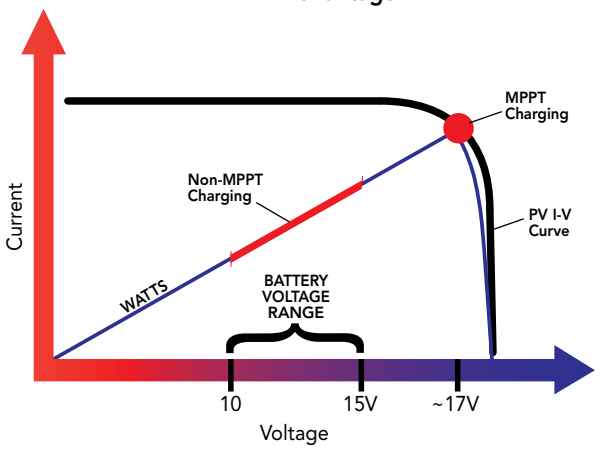
Key Features and Benefits:

- ***Maximizes Energy Harvest***
  Our TrakStar MPPT Technology features:
  - *peak efficiency of over 97%*
  - *almost no power losses*
  - *recognition of multiple power peaks during shading or mixed PV arrays*
  - *excellent performance at low solar insolation levels*
- ***Use of High Voltage Modules***
  Enables the use of high voltage and thin film modules for off-grid battery charging.
- ***Converts 36V or 24V PV Arrays***
  Provides a means to use up to a 36V PV array to charge either a 24V or 12V battery.
- ***Lower System Cost***
  Less expensive than other MPPT controllers and is affordable in smaller PV systems up to 400Wp. Allows system costs to be reduced by down-sizing the PV array, using on-grid or thin film modules and decreasing cable sizes.
- ***Diversion Control Capability***
  May be programmed to control charging using an auxiliary DC resistive load.
- ***Includes Load Control***
  Automatically disconnects loads when the battery has been discharged to a low state of charge.
- ***Smaller Size***
  Mechanical dimensions are less than other MPPT controllers, making it easier to install in equipment enclosures.
- ***Highly Reliable***
  Efficient electronics, a conservative thermal design and tropicalization result in high reliability and long life.
- ***Fully Adjustable***
  User selection via on-board switches or PC connection.
- ***Extensive Electronic Protections***
  Fully protected against most system errors and faults.
- ***Longer Battery Life***
  Efficient MPPT tracking and 4-stage charging increases battery life.
- ***More Information***
  The status LED's and optional meter provide extensive controller and system data.
- ***Data Logging***
  Records key operating parameters of the PV system and includes 30 days of data logging.

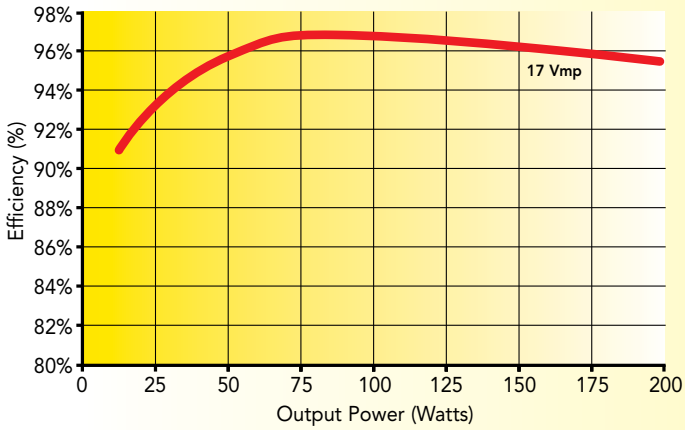
SUNSAVER MPPT™ SOLAR CONTROLLER

TRAKSTAR™ MAXIMUM POWER POINT TRACKING

MPPT Advantage



SS-MPPT Efficiency (12 Volts)



TECHNICAL SPECIFICATIONS

Electrical

• **Peak Efficiency**	97.5%
• **Nominal Battery Voltage**	12 or 24 volts
• **Max. Battery Current**	15 amps
• **Battery Voltage Range**	7-36 volts
• **Max. PV Open Circuit Voltage**	75 volts
• **Nominal Max. PV Input**	
12 volt battery	200 Watts
24 volt battery	400 Watts
• **Output Rating**	15 amps load control
• **Self Consumption**	35 milliamps
• **Transient Surge Protection**	4 x 1500 Watts

Environmental

• **Operating Temperature**	–40°C to +60°C
• **Storage Temperature**	–55°C to +100°C
• **Humidity**	100% non-condensing
• **Tropicalization**	Epoxy encapsulation Conformal coating Marine rated terminals

Electronic Protections

- **PV: Overload, Short Circuit, High Voltage**
- **Load: Overload, Short Circuit**
- **Reverse Polarity: Battery, PV and Load**
- **Lightning and Transient Surges**
- **High Temperature**
- **Reverse Current at Night**

Battery Charging

• **Battery Types**	Gel, Sealed, AGM, Flooded
• **4 Stage Charging**	Bulk, absorption, float, equalize (optional)
• **Temperature Compensation**	
Coefficient	–5mV/°C / cell (25°C ref)
Range	–30°C to +60°C
Set points	Absorption, float, equalize

Mechanical

• **Dimensions**	16.9 x 6.4 x 7.3 cm 6.6 x 2.5 x 2.9 inch
• **Weight**	0.60 kg / 1.3 lbs
• **Power Terminal**	16 mm^2 / #6 AWG
• **Enclosure**	Die cast aluminum with plastic cover

Options

- **Remote Meter**
- **Remote Temperature Sensor**
- **PC MeterBus Adapter**
- **DIN Rail Mounting Clips**

Certifications

- **CE Compliant**
- **RoHS Compliant**
- **Manufactured in a certified ISO 9001 facility**

WARRANTY: Five year warranty period. Contact Morningstar or your authorized distributor for complete terms.

AUTHORIZED MORNINGSTAR DISTRIBUTOR:

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Washington Crossing, PA 18977 USA
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E-mail: info@morningstarcorp.com
Website: www.morningstarcorp.com

CE

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LaneLight
The Most Trusted Name in LED Road Warning Systems

INSTALLATION MANUAL

MLK150 In-Road LED-Illuminated Markers

DC Power, Asphalt Installation

Let's Get Home SAFE

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Document Version Control

Version	Revision Description	Reviewed By	Approved By	Release Date
0	Initial release	MF, GR, FH, DS, SG	GR	2018-03-28
1	Updated cable info in Table 3 and battery voltage reading in Table 6, added connector crimping tool to list in section 2.2, changed LED fixture protrusion from '1/8-1/4 in.' to 'less than ¼ in.'	PS as per GR	PS	2018-04-10
2	Added instructions and notes regarding the use of duct seal in sections 4.2, 4.3 and 4.5	FH	FH	2018-05-09
3	Addition of section 5.3 Remove Damaged Bolts	FH, GR	FH, GR	2018-06-28

Document location: I:\Documents\Product Documentation\Product Manuals\LaneLight MLK150 Installation Manuals

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1 IMPORTANT INFORMATION AND NOTIFICATIONS

Thank you for choosing LaneLight. To help ensure many years of trouble-free operation, read this manual carefully and follow its instructions and recommendations. All of us at LaneLight have a continuing interest in road and pedestrian safety and in your full satisfaction with our products.

1.1 WARRANTY

LaneLight provides a 5-year limited warranty on the supplied equipment (excluding batteries) **only if** the warranty report is completed correctly, signed, and received by LaneLight. To activate your warranty, complete a warranty registration form and fax it or email a scanned copy or photo of it to LaneLight.

Email: info@lanelight.com
Fax: 250-381-4830

NOTE: The warranty period begins from the **date of product delivery**, not the date the registration form is received.

1.2 CUSTOMER RESPONSIBILITY

The customer is responsible for the following:

- ensuring any electrical devices are installed correctly, safely and as per industry standards
- complying with all standards applicable to the project and the work site
- performing all system maintenance and operation
- addressing any unit damage caused by improper installation and incorrect wiring
- reading all instructions and requirements in this manual before going to the installation site
- contacting LaneLight if there is confusion regarding, disagreement with, or inability to perform any given instruction in this manual

Always keep a copy of this product manual on site.

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1.3 SAFETY SYMBOLS

Watch for these important symbols and paragraphs within this manual:



WARNING: **This symbol indicates that serious bodily harm or death may result from failure to adhere to precautions.**



CAUTION: This symbol indicates that damage to equipment may result if the instructions are not followed.

NOTE: This paragraph indicates additional information or suggests optimal conditions under which the equipment will operate the most efficiently.

1.4 GENERAL WARNINGS AND NOTICES



WARNING: **Solar panels produce DC electricity when exposed to light (natural or artificial) and have the potential to generate enough electricity to shock or burn. To mitigate this risk, cap or insulate the solar panel's wire ends until power from the panel is required**

WARNING: **Ensure that all equipment is disconnected and locked out from any power source (AC, solar or battery) during the installation and wiring of the system.**

WARNING: **Batteries are shipped fully charged and can generate short circuit currents. Use caution with tools and remove all metal accessories/jewelry before handling the batteries.**



CAUTION: Inspect all wiring for correct polarity before energizing the system.

CAUTION: LaneLight crosswalks must be controlled only by LaneLight controllers to avoid device damage and warranty loss, ensure electrical safety and code compliance, comply with specifications, mitigate liability, and ensure system longevity and proper operation.

CAUTION: If the system installed is equipped with a surge suppressor, ensure that the surge suppressor's ground terminal is connected directly to ground; follow appropriate local electrical grounding practices. Use AWG12 wire (minimum) and label the wire accordingly. Do not bend sharply or break the conductors of the grounding wire. Consult the wiring diagram included with the system.

1.5 ABOUT THIS DOCUMENT

Product manuals may contain any or all of the following information, depending on the product/system:

- System description
- Safety notices
- Installation instructions
- Configuration and setup instructions
- Operation instructions
- Maintenance schedule and tasks
- Troubleshooting information

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2 OVERVIEW

2.1 GENERAL NOTES

LaneLights are part of an overall crosswalk system.

A LaneLight Crosswalk System typically utilizes two circuits:

1. Output/Activated Devices: AWG18/3LL cable
   Examples:
   - In-road warning lights (i.e. LaneLights)
   - LED-enhanced signs
   - Beacons
2. Input/Activation Devices: AWG18/4Act cable
   Examples:
   - Pushbuttons
   - Bollards
   - Microwave sensors
   - 18/8 (e.g. Polara Model X annunciating pushbutton system)

2.2 INSTALLATION PACKAGE COMPONENTS

NOTE: The crosswalk installation package shipped to the project site may contain varying quantities of the following items depending on the plans and drawings supplied by the customer during the quote and purchasing processes:

- LaneLight control cabinet – cabinet type and size may vary depending on location and application
- LaneLight product manuals
- MLK150 LED fixtures
- MLK150 housing with pre-assembled junction box
- Pro's Kit Round Cable Slitting Tool
- AWG18/3LL direct burial cable conforming to LaneLight specifications
- LaneLight 314 hydrophobic gel filled connectors
- LaneLight 314 connector crimping tool
- LaneLight 8882 re-enterable gel
- Leveling plates and attachment screws and nuts as required
- Backer rod
- LaneLight STAT-A-FLEX® epoxy and catalyst
- LaneLight approved activation device(s)
- Optional flashing devices (wired or wireless)
  NOTE: It is the customer's responsibility to ensure materials used comply with LaneLight specifications and requirements, are in good condition, and are available in sufficient quantities.

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2.3 INSTALLATION VIDEO

Click the link below to view an installation video that shows an overview of a cut-and-core installation.

An Internet connection is required.

NOTE: The video provides a general overview only. Procedures may vary depending on customer specifications and site conditions. It is necessary to read the manual for complete instructions.

https://lanelight.com/installation/

NOTE: Non-conventional LaneLight projects may require a pre-construction teleconference discussion that includes LaneLight representatives, design engineers, and contractors.

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3 PREPARATION

3.1 EQUIPMENT/TOOLS REQUIRED

NOTE: Not all tools listed in this section are supplied by LaneLight; all are required for a complete and proper installation of a LaneLight crosswalk system. This list may not be complete for the specific project and/or installation site. Create a checklist specifically for the project, which may include additional work such as repaving the road, mounting traffic poles, loop cutting and coring, installing activation devices, installing additional devices and side flashers, installing the control cabinet, and painting/finishing the crosswalk.

Table 1: Common tools list

√	Tool
	Cable and wire cutters
	Cable and wire strippers (Pro's Kit Round Cable Slitting Tool)
	Line marking paint
	Construction lights (for night work if applicable)
	Fish tape
	Flat and Philips screwdriver set sizes 00-2
	Generator for power tools
	Graduated buckets (2 quart/liter bucket or pitcher, 5 gallon/20 liter bucket for mixing)
	Industrial vacuum (wet and dry)
	Ladder or bucket truck
	Masking tape
	Measuring tape
	Multimeter
	Torque wrench
	Traffic control plan, personnel, and gear per local codes and regulations
	Vise grips
	Wire crimper (e.g. Scotchlok™ Hand Crimping Tool E-9BM)
	Water source for cutting and cleaning

Ensure there is a copy of this Installation Manual on site.

Table 2: Tool list for cut-and-core installations

√	Cut-and-core tools
	Asphalt core drill with 8 in. bit
	Asphalt cutting saw with 3/8 in. width blade
	Drill with paint stirring bit for epoxy mixing
	Small to medium demolition hammer with asphalt bit

For cabinet and sign mounting, if applicable for the project site, the following equipment may be required:

Table 3: Tool list for cabinet and sign mounting

√	Cabinet and sign mounting tools
	BAND-IT® tool with minimum 1/2 in. stainless steel banding (3/4 in. recommended)
	Drill with step bit from1/2 in.-1 in.
	Fish tape
	Flat head and Philips screwdriver assortment sizes 00 – 1
	Ladder or bucket truck
	LaneLight Configuration Utility program (installed onto the laptop before going on site)
	Optional: Laptop with Microsoft Windows™ operating system (Windows 10 recommended) to run the LL Configuration Utility program
	USB A/B cable or Serial/USB adapter, depending on the system controller in use
	Wrench assortment from 5/16 – 11/16
	3/8 in. ratchet
	3/8 in. torque wrench, set to 32 ft. lbs.

3.2 SITE PREPARATION

WARNINGS:

It is the installer's responsibility to perform any steps outlined in this manual in a safe and legally compliant manner.

Use a traffic control plan.

Follow local codes, laws, and regulations when working on site.

Use appropriate traffic safety gear such as high visibility vests, cones, flags, and signs as required when closing the traffic lanes to install LaneLight equipment.

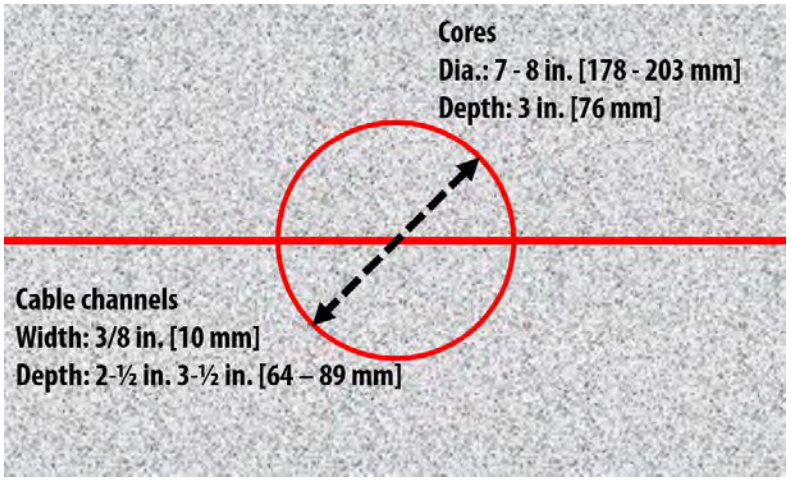
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4 INSTALLATION PROCEDURES

4.1 MARK, CUT AND CORE

1. Use appropriate marking tools and a tape measure to mark the LaneLight locations and cable channel to be cut into the road.
   - Use site plan and engineering drawings to ensure accuracy.
   - All work should be carried out to an accuracy of 1/4 in. [5 mm]
   - The layout markings must remain clear for the duration of the installation.
   - LaneLight fixture spacing adjustment is possible after layout, but the range of adjustment is limited by available wiring.

Figure 1: Cable channel and core dimensions



2. Cut the channels for the cabling in the pavement.
   Width: 3/8 in. [10 mm]
   Depth: 2½ in. [64 mm] or 3½ in. [89 mm] where cables for activation devices will share the same channel
   The channel must have a consistent width and a flat, smooth base.
   NOTE: If a channel is cut more than eight hours prior to LaneLight installation on a traveled road, then insert wood or other material into the channel so that pavement movement will not narrow the width of the cut. This is especially relevant in warmer temperatures, when pavement tends to soften.

Figure 2: Cable channel in road



3. Core holes for the LaneLight fixtures.
   Diameter: 7 - 8 in. [178 - 203 mm]
   Depth: 3 in. [76 mm]
   NOTE: Use a coring tool that produces a clean core hole with machined perpendicular sides.
4. Vacuum debris out of the channels and cores.
5. Use a jackhammer to break out the cored halves, then smooth the bottom of the hole. Ensure there are no sharp edges or protrusions.

Figure 3: Core and cable channel



6. Use an industrial wet/dry vacuum and a power washer to clean all loose material from the channels, holes and surrounding road surface.
7. Ensure the channels, holes and surrounding road surface are completely clean and dry before continuing.

CAUTION: Beyond this step, the site, cuts, cored holes, and LaneLight assemblies must remain dry and clean at all times. Moisture will create electrical shorts, chemical imbalance in the epoxy and gel, and fill in beneath the asphalt and cause lifting and heaving when pavement temperatures drop.

Work should not be carried out when standing water or surface run-off is evident, when it is raining, or when the road or ambient air temperature is less than 34°F [1°C].

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4.2 ASSEMBLE AND POSITION THE LANELIGHT HOUSING/CABLE

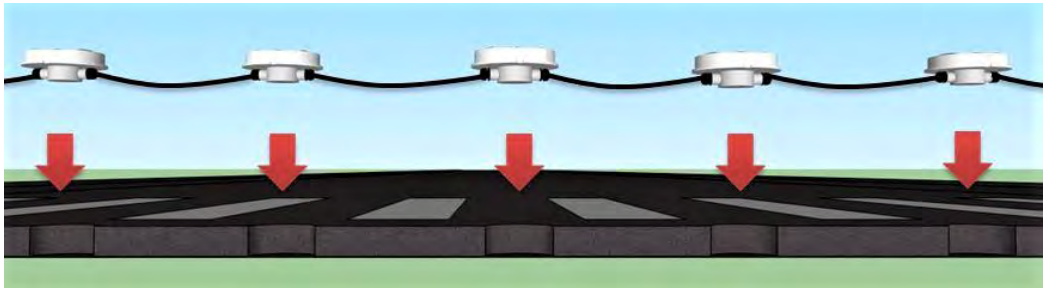
WARNING: Power off/lock out the power supply and the controller. Ensure no electrical connections are live for this procedure until indicated.

1. If running cables for activation devices (AWG18/4Act) below the LaneLight control wiring in the same channel, install them now.
   NOTE: All cables must be run continuously to the control cabinet (no splicing).
2. Mount the control cabinet on the pole (if not already done).
   NOTE: Typical LaneLight control cabinets are mounted with the U-bolt hardware supplied with the cabinet, however, other cabinet styles may require mounting with bolts or metal banding.
3. Determine the cable lengths required for the entire run of LaneLights.
   NOTE: Include the 6 in. [15 cm] required for wiring inside the LED fixtures in the calculations.
4. Insert the LaneLight cable into the junction boxes and up through the base of the housing, leaving a 6 in. [15 cm] length of wire inside the housing.
5. Hand tighten the cable glands on the junction boxes.

   CAUTION: Do not over-tighten the cable glands– this could crush the wire inside the cable and create short circuits. Ensure the cable will not slide out of the cable glands.

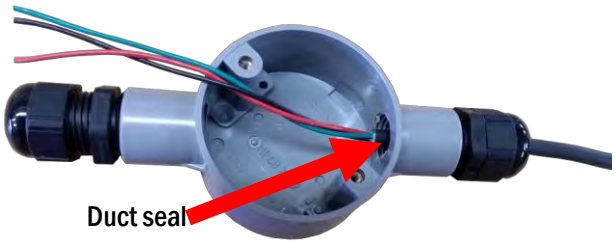
   NOTE: The cable glands are important for protecting the system against moisture.
6. After tightening the cable glands, verify that the cable will not slide out and confirm that it has not been damaged/crushed.
7. Assemble multiple LaneLight bases in strings and dry-fit the entire length (if possible) into the core holes and wiring channels.
   - This may be done in sections for traffic control considerations if required.
   - Cable(s) must not chafe on any edge.
   - Cables require 1/4 – 1/2 in. [6-13 mm] of slack between LaneLights.
     - Too little slack puts tension on the cables.
     - Too much slack will allow the cable to float when the epoxy is poured.
     - Adjust cable slack now if required.

Figure 4: Assembled LaneLights and cable



8. Apply duct seal to the INSIDE of the cable glands via the junction box to prevent epoxy from entering the junction box through the cable glands when it is poured.

Figure 5: Junction box, LED fixture removed



The LED fixture is not shown in this image for clarity only.

9. Install the activation devices as per their instructions and run cable(s) to the control cabinet, but do not connect them to the system controller yet.
10. Install any flashers or auxiliary devices as per their instructions and run cable(s) to the control cabinet, but do not connect them to the system controller yet.

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4.3 WIRE THE LANELIGHT LED FIXTURES

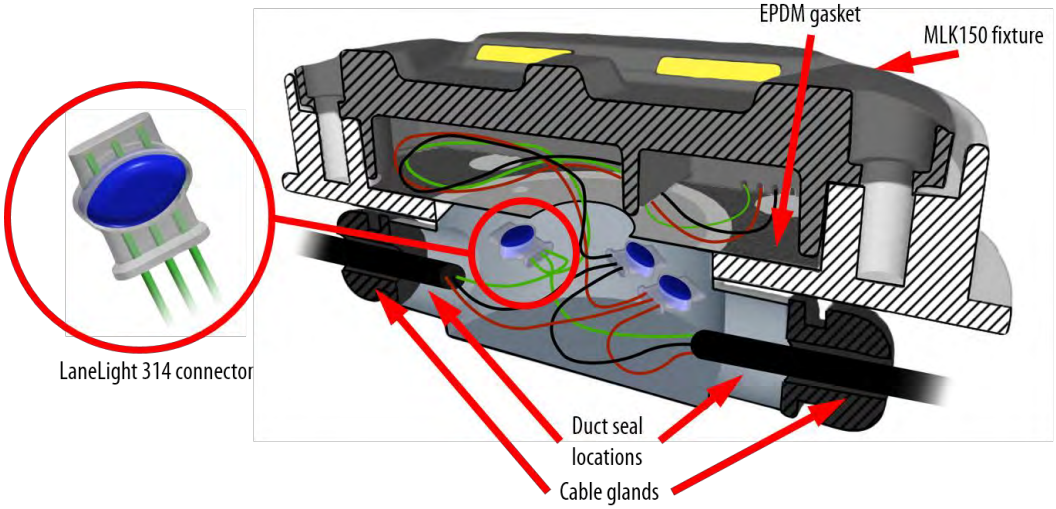
1. In the junction boxes, strip back 4 in. [10 cm] of the cable's **outer jacket** to expose the wires.
   NOTE: Use the Pro's Kit Round Cable Slitting Tool supplied in the installation package.

CAUTION: DO NOT damage or penetrate the inner wire insulators. If this happens, discard the cable and use new cable.

2. Use the LaneLight 314 connectors provided to connect the wiring for each LaneLight LED fixture to the controller connected circuit cable.
   - All wires inserted into a connector must be the **same color and belong to the same circuit.**
   - All wires must be fully inserted into, and reach the end of, the connector to ensure a secure connection. Tug each wire after crimping to ensure the connection is secure.
   - Connector buttons must be fully compressed and flat after they are crimped.
     Use a crimping tool with parallel facing jaws only (e.g. Scotchlok™ Hand Crimping Tool E-9BM).

CAUTION: DO NOT use linesman pliers or any pliers with non-parallel facing jaw surfaces.

Figure 6: LaneLight LED fixture wiring-3-wire



NOTE: Wire wrap is applied to the MLK150 fixture wiring at the factory; this does not appear in the image above only to show the 3-wire configuration clearly. DO NOT REMOVE THE WIRE WRAP.

3. Connect the AWG18/3LL cable for the LaneLights to terminal blocks in the control cabinet labeled according to the wiring diagram attached in the cabinet or the provided site-specific documentation.
4. Wire and connect all other devices to the control cabinet.
5. Power up the cabinet and the system controller for the LaneLights.
6. Confirm that the LaneLight assemblies illuminate.

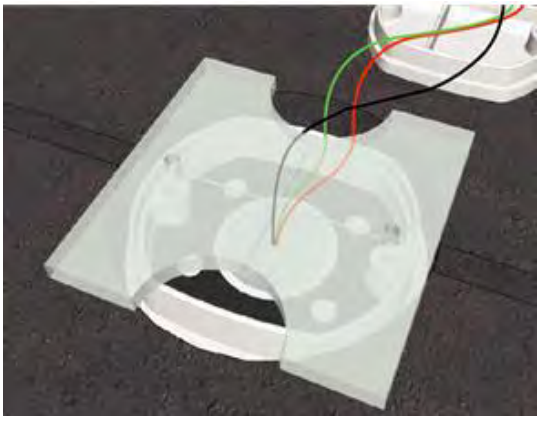
4.4 AIM THE LANELIGHTS

This procedure assumes the LaneLight fixtures are wired and positioned in the cores.

1. Attach the leveling plate to either the LaneLight *housing* or the *LED fixture*, depending on the installation type.
   NOTE: Leveling plates must fully contact the road surface to provide proper alignment.

Figure 7: Leveling plate installation

Non-snow-plowable (protruding)



1. Lay the LED fixture next to the housing.
2. Place the leveling plate on top of the housing.
3. Use the provided cover screws to attach the leveling plate to the housing.
4. Push the leveling plate to seat the housing in the core.

Snow-plowable (flush)



1. **Carefully** insert the LED fixture into the housing.
2. Place the leveling plate on top of the LED fixture.
3. Use the provided cover screws to attach the leveling plate to the LED fixture and housing.
4. Push the leveling plate to seat the assembly in the core.
5. Push the assembly to the rear of the core to create as much distance as possible between the core edge and the LED lenses.

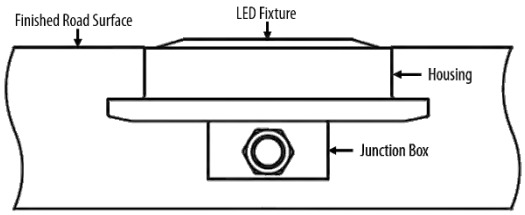
CAUTION: If placing the LED fixture into the housing at this point, ensure the wires are not pinched.

CAUTION: DO NOT over tighten the leveling plate screws; doing so could damage the threads in the housing. M8 x 1.25 bolts are used later to secure the LED fixture into the housing.

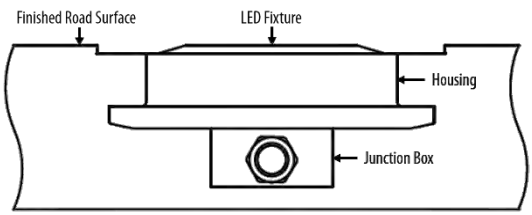
NOTE: Wire wrap is applied to the MLK150 fixture wiring at the factory. The image above shows all wires for clarity only. **DO NOT REMOVE THE WIRE WRAP.**

Figure 8: LaneLight LED fixture alignment with pavement

Non-snow-plowable



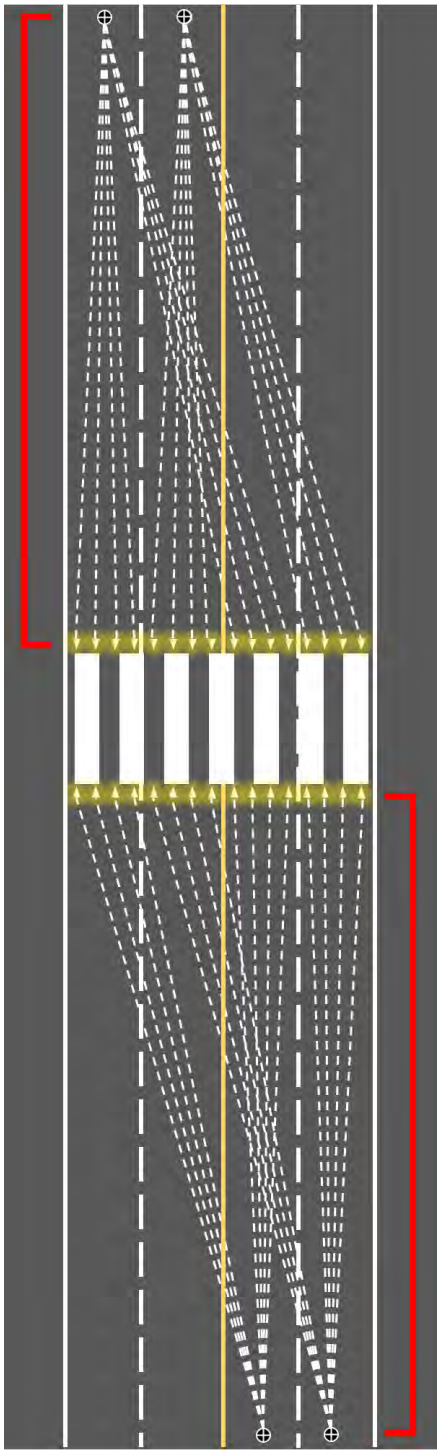
Snow-plowable



The top of the LaneLight *housing* is level with the finished pavement; the LED fixture protrudes above the finished pavement less than 1/4 in. [<6mm].	The top of the *LED fixture* is level with the finished pavement.

2. Using the leveling plate, position the LaneLight fixtures so that the LED fixtures will face oncoming traffic.
   If required, the housing can be adjusted by loosening the Philips bolts holding the O-ring of the junction box. When the fixture is positioned correctly, re-tighten the bolts.

Figure 9: Aimed LaneLights in crosswalk



First opportunity of visibility – 125 yards [114 m] minimum

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4.5 PREPARE THE SITE FOR EPOXY

This section assumes that all required cables and LaneLight fixtures are installed in the required locations and are functional.

1. Power off the LaneLight system at the control cabinet.
2. **Verify that duct seal has been applied to the inside of the cable glands via the junction boxes to prevent any epoxy from entering the junction box through the cable glands.**
3. Apply masking tape or duct tape on both sides of the cable channels to keep the road clear of excess epoxy.
4. Apply masking tape or duct tape across the cored holes, then cut away the tape from the hole, leaving the road surface at the hole's perimeter masked off.
5. Apply masking tape to the edges of the leveling plate where the epoxy will be poured into the core.
6. Place the backer rod provided in the installation package on top of the cable(s) in the cable channels.
7. Carefully push the backer rod down to ensure the cable does not float when the epoxy is poured.

   CAUTION: Do not use a sharp object to seat the backer rod - it might puncture the cable and cause a short circuit or other issues.
8. Isolate the cored holes from the cable channel by gently pushing short backer rod pieces *vertically* into the cable channel above the cable and next to the entrances to the cores. The intent is to prevent epoxy from flowing out of the cored hole and into the cable channels during the pouring process.

4.6 MIX AND POUR THE EPOXY

READ ALL CAUTIONS



Power off/lock out the power supply and the controller. Ensure no electrical connections are live for this procedure.

Follow Material Safety Data Sheet (MSDS) guidelines and local codes when handling flammable, explosive, and/or corrosive material.

Open epoxy containers only in a well-ventilated area.

Read the complete procedure in this manual before mixing the epoxy.

NEVER mix or pour epoxy in a wet environment or if it is raining. Moisture will cause the epoxy to lift and heave when the temperature drops.

Before pouring the epoxy, properly aim and test the LaneLights. Once the epoxy is poured, the PROCESS IS IRREVERSIBLE.

DO NOT substitute either epoxy or catalyst with another product. Approved products are provided.

ONCE THE EPOXY AND CATALYST ARE MIXED, THERE WILL BE ONLY 5 TO 15 MINUTES BEFORE THE EPOXY HARDENS AND CANNOT BE POURED. If the epoxy begins to harden before completion of a pour, do not use it. If the epoxy hardens before the fixture housing void can be filled completely, the fixture will need to be lifted and the hardened epoxy removed. If this requires pulling the cable out of the housing, the installer must ensure that the cable is re-installed properly.

For each fixture, the epoxy must be poured in one session. If the epoxy is poured in sections, stages, or more than one session per LaneLight, the LaneLights will eventually lift out of the road due to poor adhesion, improper penetration and support beneath the fixture, and moisture.

Depending on the ambient temperature, it may take longer for the epoxy to set after it is poured due to the cooling effect of the pavement in lower temperatures.

Additional mixing guidelines:

- Keep epoxy cans warm, above 65°F [18°C]
- Use a drill-driven paint mixing paddle and a 1/2 in. AC drill (avoid using cordless drills)
- Pre-stir the epoxy resin to an even thickness for 1 minute
- Ensure that any solids on the bottom of the containers are mixed in

1. Calculate the required amount of epoxy and catalyst to complete the entire pour for a fixture in one session.
   Refer to the manufacturer's instructions for required ratio amounts.
   NOTE: The following information is an approximation only. Carefully examine the first batch mixed and adjust as required.

Table 4: Mixing ratio guidelines for epoxy and catalyst

Temperature Range	Catalyst	Epoxy
Over 90°F [32°C]	1/4 bottle	1 gallon
75°F – 90°F [24°C - 32°C]	1/3 bottle	1 gallon
60°F – 75°F [16°C - 24°C]	1/2 bottle	1 gallon
45°F - 60°F [7°C - 16°C]	1 bottle	1 gallon

2. Pre-stir the epoxy resin for at least one minute or until it has a smooth, even consistency.
3. Add the catalyst to the pre-stirred epoxy. Mix thoroughly.

Table 5: Epoxy mixing time guidelines

Temperature	Mixing Time
Greater than 70°F [21°C]	1 minute
Less than 70°F [21°C]	2 minutes

4. **IN ONE POUR (PER FIXTURE): CAREFULLY** pour the epoxy to fill the core void around and beneath the housing hub completely.
   Fill to within 1/4 in. [6 mm] of the top of the housing.

   CAUTION: Use 5 lb. [2 kg] weights to help prevent the housing hubs and cables from lifting or floating when the epoxy is poured and while it is curing.

Figure 10: Epoxy pour



5. When the epoxy beneath and around the housing is firm, remove the vertical backer rods and proceed to fill the cable channels.
6. Fill cable channels up to the pavement level; remove any excess.
   TIP: A piece of straight-edged carboard can be used for scraping away excess epoxy.
7. Once the epoxy is set to the point where a probe will not penetrate its surface, remove the weights and leveling plates from the LaneLight fixtures.
   NOTE: If the epoxy is not allowed to cure to its 'traffic safe' point, the fixture will sink, and epoxy will be tracked over the lenses and the LED fixtures and over the painted lines of the crosswalk.

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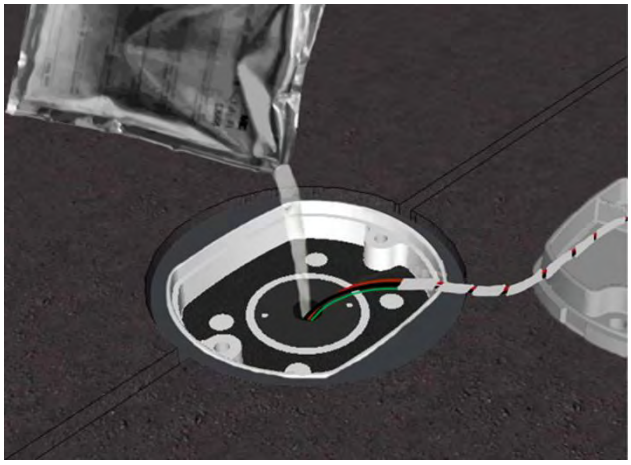
4.7 SEAL THE JUNCTION BOXES

1. Verify the system is disconnected from any power source before performing the procedure in this section.

WARNING: Power off/lock out the power supply and the controller. Ensure no electrical connections are live for this procedure.

2. If the LED fixtures were installed into the housing for previous procedures, remove them from the housing now.
3. Ensure that all wire connectors are tucked into the junction box, below the black retention ring.
4. Verify that no epoxy has leaked in through the cable glands.
   See section *4.2 Assemble and Position the LaneLight Housing/Cable* regarding the application of duct seal in the junction box.
5. Break the membrane between the two halves of the LaneLight 8882 gel pouch.
   To do this, roll up one bottom corner of the bag, compressing the contents until the membrane between the two halves bursts and allows the contents to combine.
6. Squeeze and turn the gel pouch to mix well for one (1) full minute.
7. Cut one corner of the pouch and pour the gel into the wiring sub-base opening up to the level of the black plastic retention ring.
   - Pause when the cavity is full to allow air bubbles to escape.
   - Fill the cavity beneath the black plastic retaining ring up to, and slightly above, the ring.
   - The gel may require a few seconds to settle.
   - The gel requires 30 minutes to 1 hour to set.

Figure 11: Junction box gel



CAUTION: Do not apply electrical power to the system when the gel is in liquid form. Allow the gel to set for one full hour before applying power.

NOTE: Wire wrap is applied to the MLK150 fixture wiring at the factory. DO NOT REMOVE THE WIRE WRAP.

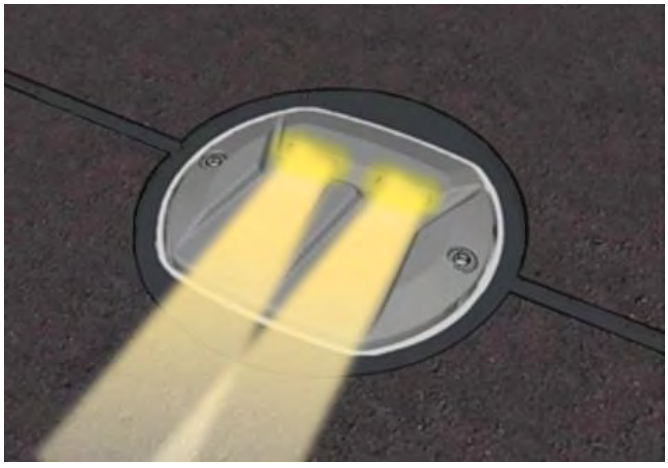
4.8 CLOSE AND TEST THE SYSTEM

1. Ensure that all wires are clear of the LED engine (black portion underneath the fixture).
2. Ensure that no wiring is pinched between LED fixture and the housing.
   NOTE: Pinched wires eventually short circuit and will cause the system to fail.
3. Use compressed air to clear out any dirt or debris from the bolt holes in the housing.
4. Carefully place the MLK150 LED fixture into the housing and align the bolt holes.
5. Thread the provided M8 x 1.25 bolts into the LED fixture, tighten sequentially until hand-tight, then use a torque wrench to tighten the bolts to 32 ft-lbs.

   CAUTION: DO NOT UNDER-TORQUE. Loose LaneLight fixtures will result in damage to the fixtures and the wiring.

6. Power up the system and test the LaneLights using the marker test mode at the system controller.
   Refer to the product manual for the system controller installed.
7. Record the amperage shown at the controller in the Warranty Report form.

Figure 12: LaneLight installed and operational



8. Leave the work site clean and tidy.
9. Submit the warranty report to ITEM/LaneLight. See section *1.1 Warranty* on page 1.

5 MAINTENANCE

5.1 ACTIVITIES AND SCHEDULES

This section describes the recommended maintenance activities and schedules.

Table 6: Maintenance activities and schedules

Interval	Maintenance Activity
Annually	· Access the system controller to determine and record system amperage and voltage. · Inspect for loose LED fixtures/bolts. · Inspect for eroded epoxy. · Inspect the general physical condition of all components.
Every 5 Years	· Check the battery voltage. · If the voltage is < 12.5V each at full charge, replace both batteries.

5.2 REPLACE LANELIGHT FIXTURES

Use the procedure in this section to remove and replace a LaneLight fixture.

5.2.1 Tools Required

LaneLight Extraction Kit (ASP-Extraction Kit), which contains the following:

- 1 x Flooring Knife
- 1 x Screwdriver
- 1 x M8-1.25 Tap
- 2 x M10-1.5 x 40mm
- 1 x 3/8 in. Hex Socket, 6mm
- 1 x 3/8 in. Hex Socket, 8mm

5.2.2 Procedure



CAUTION: NEVER strike an LED fixture near the lenses with any hard object. This will crack the lenses and either destroy the LaneLight fixture or undermine the factory diagnostic process.

1. Use a small screwdriver or blade and compressed air to clean the hex sockets in the LED fixture bolts.
2. Use the M6 hex socket (provided in the extraction kit) and a socket wrench to extract the two bolts.
   NOTE: DO NOT use the imperial/SAE equivalent hex wrench. Using imperial/SAE tools might strip the hex bolt and make it harder to extract.
   NOTE: If the bolts are damaged, see section *5.3 Remove Damaged Bolts* on page 25.
3. Install the M10 extraction bolts (provided in the kit) into the threaded holes of the LaneLight LED fixture.
   NOTE: Over-tightening the M10 bolts can damage the M8 x 1.25 threads beneath it, so chasing these threads prior to re-assembly with the M8 x 1.25 tap included in the kit is necessary and is good practice regardless of whether or not the threads are suspected of having sustained damage.

4. **Avoiding the LED lenses, CAREFULLY** strike the LED fixture with the 2 lb. hammer, and the fixture should pop loose.
5. If the fixture did not pop loose in the previous step, use the hooked blade provided in the extraction kit to clean dust, debris, and any buildup between the edges of the LED fixture and the housing.

Figure 13: LaneLight extraction 1



6. Attempt to lift the LED fixture out of the housing.
   If it cannot be removed, continue to step 7, otherwise continue to step 10.
7. **CAREFULLY** drive a bevel-bladed chisel between the LaneLight LED fixture and housing to **a depth of 1/8 in.** all around the fixture and the housing.

Figure 14: LaneLight extraction 2

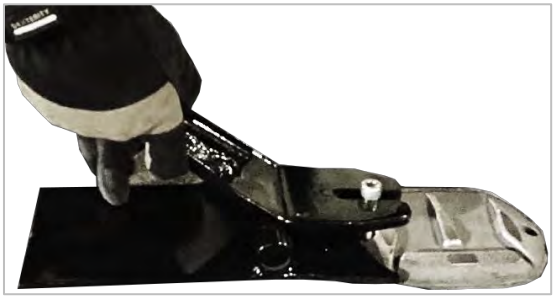


8. **Avoiding the LED lenses, CAREFULLY** use a 2 lb. hammer to strike the surface of the LED fixture to knock off any calcium buildup, pitting, galling, or corrosion between the LaneLight LED fixture and the housing.
9. If the fixture still cannot be removed, use the custom extraction tool to remove the fixture from the housing.
   The custom extraction tool can be obtained from LaneLight or a LaneLight dealer. Contact LaneLight for details.

If the custom LaneLight fixture extraction tool is required:

a. Leave an M10 bolt in place in the LaneLight LED fixture.
b. Orient the extraction tool's base flange to align with and fully contact the housing's thin rim.
   - **DO NOT** position the extraction tool's bottom circular edged base on top of the LED fixture, this will make extraction impossible.
   - **DO NOT** allow the base flange to slip off the housing rim during the process, as this may cause the housing to lift from the pavement during the removal process.
c. Line up the space between the fork blades to hold the extruding M10 bolt (included in the kit).
d. Apply downward pressure on the tool's lever to lift the M10 bolts and force the LED fixture to pop out of the housing. Careful hammer blows on the LED fixture (**avoiding the LED lenses**) may be required.

Figure 15: Custom LaneLight head extraction tool



10. Once the LED fixture has been removed from the base housing, inspect the fixture. Repair or replace as required.
    If the LED fixture must be disconnected:
    a. Remove the gel and clean the junction box to access the wire connectors.
    b. Cut the wires at the edge of the connector, preserving as much wire length as possible. Do not cut short the wires leading to the LED fixture; do not remove the wire wrap.
11. Clean and chase the threads on the housing with the M8 x 1.25 tap (included in the kit).
12. Use compressed air to blow out any dirt or debris from the bolt holes.
13. If an LED fixture is being replaced or reinstalled, use new LaneLight 314 wiring connectors. **NOTE: NEVER reuse old connectors.** Ensure the new connectors are fully and correctly crimped. Refer to section *4.3 Wire the LaneLight LED Fixtures* on page 13.
14. Tuck the connectors completely into the junction box below the black retention ring.
15. Refill the junction box with LaneLight 8882 re-enterable gel, completely encapsulating the connectors.
    Refer to section *4.7 Seal the Junction Boxes* on page 20.
16. Inspect the M8 x 1.25 bolts. If the bolts appear damaged (sharp edges or metal slivers on the thread edges), replace them. Damaged threads can cause the bolts to jam in the inserts, at which point they cannot be properly tightened and may break off. Damaged or stripped bolt threads can be very sharp.
17. Install the LaneLight LED fixture into the housing.
    CAUTION: Ensure the wires are not crushed or pinched between the fixture and the housing. Pinched wires eventually short circuit and will cause the system to fail.

18. Thread the M8 x 1.25 bolts into the assembly, tighten sequentially by hand until hand-tight, then torque to 32 ft-lbs.
CAUTION: DO NOT UNDER-TORQUE. Loose LaneLight fixtures will result in damage to the fixtures and the wiring.

5.3 REMOVE DAMAGED BOLTS

Use this procedure **ONLY** if the bolts are damaged and cannot be removed with the M6 hex socket supplied in the extraction kit. **CAUTION:** Correct tools and methods must be used when removing damaged bolts to prevent damage to the LaneLight fixture.

5.3.1 Tools Required

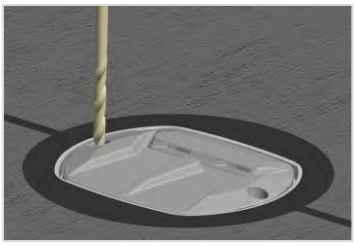
- Replacement bolts
- Drill with cobalt drill bits, 3/16 in. and 1/4 in. (use cobalt bits; do not substitute other bit types)
- Ratchet set
- Rapid Tap metal cutting fluid
- Small needle nose pliers
- Small slot screwdriver
- 8 mm x 1.25 bottoming or plug tap
- Torque wrench
- Clean, lint free cloth
- Thread repair kit (if required)

5.3.2 Procedure

If possible, remove the LaneLight head first. If not, continue with bolt removal.

1. Tap a pilot hole in the center of the bolt.
2. Use a 3/16 in. cobalt bit and Rapid Tap cutting fluid and drill down through the center of the broken bolt to a depth of approximately 1 in.

Figure 16: Drilling damaged bolt



Use cobalt bits ONLY.

Titanium or standard drill bits are not suitable for this purpose.

3. Use the 1/4 in. cobalt bit and Rapid Tap fluid to chase the hole in the bolt.
4. Tap a very small slot type screwdriver down between the remaining bolt material and the threads of the bolt hole in the LaneLight housing. Work the screwdriver around the circumference of the drilled bolt, forcing the bolt material away from the threads of the bolt hole.
5. Use small needle nose pliers to grip the bolt material and rotate it counter-clockwise to back the bolt material out of the bolt hole.
6. When the bolt has been removed, chase the female threads of the bolt hole in the housing with the 8mm x 1.25 bottoming or plug tap.
If the threads in the housing are damaged, use a thread repair kit such as Heli-Coil (size M8 x 1.25).
7. Use compressed air to remove debris from the bolt hole before installing a new bolt.

8. Lubricate the bolt with a drop of water before threading it into the bolt hole.
   NOTE: New bolts are **always** recommended. If re-using old bolts, spin the bolt threads in a clean, lint free cloth and check if there are any metal shards, protrusions or sharp edges. If there are, use new bolts. If new bolts are not available, chase the threads of the existing bolts with an 8 mm x 1.25 die. This is a temporary measure only until new bolts can be obtained.
9. Thread the M8 x 1.25 bolts into the assembly, tighten sequentially by hand until hand-tight, then torque to 32 ft-lbs.



CAUTION: DO NOT UNDER-TORQUE. Loose LaneLight fixtures will result in damage to the fixtures and the wiring.

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6 TROUBLESHOOTING

This section describes possible issues and guidelines for actions/solutions.

Table 7: Troubleshooting guidelines

Symptom/Problem	Actions/Solutions
General	· View the system controller status information. The most common status types are Idle, Activated, Timer, and Error. · Ensure the system is receiving the correct voltage and that there is no unusual current draw.
Constant LaneLight activation	· Check the activation device circuit at the system controller. · Disconnect the activation device and observe if the LaneLights are still active or not. · Check the timer. If the system controller is counting down from 99 then 'Time' mode is activated. Deactivate the timer mode for activation devices within the Configuration menu for the system controller. Refer to the product manual for the system controller.
No LaneLight activation	· Check for power to the system. · Check the power circuit for the LaneLights. · Check the activation device connections. · Use the system controller's Diagnostic mode to test marker activation (refer to the product manual for the system controller)
Error message appears at the system controller	· Identify the error code. 'Max Current' error means there is a short circuit in the system. · Check the connections on each LaneLight. · Check for crushed wires. · Check for water in the junction box. · Check for missing gel in the junction box. · Check for improperly crimped connectors. The button must be fully depressed into the connector body. · It might be necessary to disconnect LaneLights until the source of the problem is located. For efficiency, isolate strings or sections first to determine where the fault is located. · If replacement of a unit is required, follow the steps described in section *5.2 Replace LaneLight Fixtures* and section *4.3 Wire the LaneLight LED Fixtures*.
LaneLights activate but do not flash	Check the LaneLight connections for an open circuit, or shorted/crushed wiring under the LED fixture or in the housing.

7 TECHNICAL SUPPORT

7.1 PROOF OF WARRANTY

LaneLight requires a physical copy, scanned copy, photo or fax of your warranty report to be submitted before technical support can be provided.

Fax: 250-381-4830
Email: info@lanelight.com

Attempt the instructions provided in the Troubleshooting section of the product manual before contacting LaneLight.

7.2 SERVICE TICKETS

The simplest way to contact LaneLight for support is by creating a service ticket online:

1. Access the LaneLight online ticket system.
   https://ticket.lanelight.com/
2. Create a user name.
3. Provide the project number.
   This is usually located on a label on the inside of the main battery box.
   Example: 0001.012.0123 City, State/Province
4. Submit a copy of your warranty report.
5. Provide a brief description of the problem, steps taken to solve the problem, and pictures of related equipment.

7.3 REPLACEMENT UNITS

Contact LaneLight for replacement units.

1-866-466-4836

7.4 TECHNICAL SUPPORT

LaneLight can provide technical support via phone to a technician who is working on site, however, you must have a qualified representative present at the site location with a multimeter and appropriate tools. A LaneLight representative may guide you through a series of diagnostic steps to understand the problem and assist you in solving the issue.

Contact LaneLight to discuss details and requirements regarding technical support.

1-866-466-4836

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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)

Redlans Regular Meeting of 09-05-2023

California
Department of
Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

NAME OF CONTRACTOR:
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:
WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:
PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	(9) CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Statement of Compliance

Date:_____

I _____, the undersigned, am the _____ with the authority to act for and on
(Print Name) (Position in Business)
behalf of _____ certify under penalty of perjury that the records commencing on _____ and ending on _____ submitted herein and consisting of ____ pages are the originals, full and corrected documents, which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individuals names,

(1) That this employer has complied with the requirements of the California Labor Code Sections. 1771, 1811, and 1815 for all performed on this public works project, and that the classifications set forth therein for each trade rate conform with the work Performed.
(2) That any apprentices employed in the above period are duly registered to a bona fide apprenticeship program registered with the State of California's Division of Apprenticeship Standards.

PAYROLL/OTHER DEDUCTIONS

1. I herein certify the *full* and complete Prevailing Wages were paid as currently published and posted by the Director of Industrial Relations, State of California and only deductions as authorized under the laws of the State *of* California or the laws of United States of America have been made from these sums.
2. All other deductions are clearly listed for each employee on an attachment as required by the Director of Industrial Relations, State of California.

OPTIONAL BENEFIT PLANS

I herein certify that all employee deductions for benefit plans are authorized and the employee(s) are signed up for the plan(s) and are receiving the benefit(s) of the plan(s) listed.

☐ WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above payroll, payment of fringe benefits as listed in the contract have or will be made to the appropriate programs for the benefit of such employees, except as noted below.

☐ WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above payroll has been paid as indicated on the payroll, an amount not less the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the determination for the craft, except as noted below,

Exception(s)

Craft	Explanation
Craft	Explanation
Craft	Explanation

Remarks

I herein certify under the penalty of perjury all of the above is true and correct as submitted.

Name **Signature**

Date **Payroll #**

CONTRACTOR INFORMATION SHEET

Job Name: _____ Category: _____

Prime Contractor: _____

Subcontractor: _____ License#: _____

Address: _____

Phone #: _____ Payroll Report Contact: _____

Email Address: _____

Fax #: _____ Contract Amount: _____

Estimated Start Date: _____ Estimated End Date: _____

ANTICIPATED TRADES/CLASSIFICATIONS:

_____ _____

_____ _____

_____ _____

SUB-CONTRACTORS (if applicable)

Name: License #: Phone/ Fax #: Contact:

_____

_____

_____

APPENDIX B

CITY OF REDLANDS WORKDAY CONSTRUCTION SCHEDULE

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CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

2023

APPENDIX B

CONSTRUCTION WORKDAY CALENDAR

JANUARY

S	M	T	W	T	F	S
1 1	2 2	3 3	4 4	5 5	6 6	7 7
8 8	9 9	10 10	11 11	12 12	13 13	14 14
15 15	16 16	17 17	18 18	19 19	20 20	21 21
22 22	23 23	24 24	25 25	26 26	27 27	28 28
29 29	30 30	31 31				

FEBRUARY

S	M	T	W	T	F	S
			1 32	2 33	3 34	4 35
5 36	6 37	7 38	8 39	9 40	10 41	11 42
12 43	13 44	14 45	15 46	16 47	17 48	18 49
19 50	20 51	21 52	22 53	23 54	24 55	25 56
26 57	27 58	28 59				

MARCH

S	M	T	W	T	F	S
			1 60	2 61	3 62	4 63
5 64	6 65	7 66	8 67	9 68	10 69	11 70
12 71	13 72	14 73	15 74	16 75	17 76	18 77
19 78	20 79	21 80	22 81	23 82	24 83	25 84
26 85	27 86	28 87	29 88	30 89	31 90	

APRIL

S	M	T	W	T	F	S
						1 91
2 92	3 93	4 94	5 95	6 96	7 97	8 98
9 99	10 100	11 101	12 102	13 103	14 104	15 105
16 106	17 107	18 108	19 109	20 110	21 111	22 112
23 113	24 114	25 115	26 116	27 117	28 118	29 119
30 120						

MAY

S	M	T	W	T	F	S
	1 121	2 122	3 123	4 124	5 125	6 126
7 127	8 128	9 129	10 130	11 131	12 132	13 133
14 134	15 135	16 136	17 137	18 138	19 139	20 140
21 141	22 142	23 143	24 144	25 145	26 146	27 147
28 148	29 149	30 150	31 151			

JUNE

S	M	T	W	T	F	S
				1 152	2 153	3 154
4 155	5 156	6 157	7 158	8 159	9 160	10 161
11 162	12 163	13 164	14 165	15 166	16 167	17 168
18 169	19 170	20 171	21 172	22 173	23 174	24 175
25 176	26 177	27 178	28 179	29 180	30 181	

JULY

S	M	T	W	T	F	S
						1 182
2 183	3 184	4 185	5 186	6 187	7 188	8 189
9 190	10 191	11 192	12 193	13 194	14 195	15 196
16 197	17 198	18 199	19 200	20 201	21 202	22 203
23 204	24 205	25 206	26 207	27 208	28 209	29 210
30 211	31 212					

AUGUST

S	M	T	W	T	F	S
		1 213	2 214	3 215	4 216	5 217
6 218	7 219	8 220	9 221	10 222	11 223	12 224
13 225	14 226	15 227	16 228	17 229	18 230	19 231
20 231	21 233	22 234	23 235	24 236	25 237	26 238
27 239	28 240	29 241	30 242	31 243		

SEPTEMBER

S	M	T	W	T	F	S
					1 244	2 245
3 246	4 247	5 248	6 249	7 250	8 251	9 252
10 253	11 254	12 255	13 256	14 257	15 258	16 259
17 260	18 261	19 262	20 263	21 264	22 265	23 266
24 267	25 268	26 269	27 270	28 271	29 272	30 273

OCTOBER

S	M	T	W	T	F	S
1 274	2 275	3 276	4 277	5 278	6 279	7 280
8 281	9 282	10 283	11 284	12 285	13 286	14 287
15 288	16 289	17 290	18 291	19 292	20 293	21 294
22 295	23 296	24 297	25 298	26 299	27 300	28 301
29 302	30 303	31 304				

NOVEMBER

S	M	T	W	T	F	S
			1 305	2 306	3 307	4 308
5 309	6 310	7 311	8 312	9 313	10 314	11 315
12 316	13 317	14 318	15 319	16 320	17 321	18 322
19 323	20 324	21 325	22 326	23 327	24 328	25 329
26 330	27 331	28 332	29 333	30 334		

DECEMBER

S	M	T	W	T	F	S
					1 335	2 336
3 337	4 338	5 339	6 340	7 341	8 342	9 343
10 344	11 345	12 346	13 347	14 348	15 349	16 350
17 351	18 352	19 353	20 354	21 355	22 356	23 357
24 358	25 359	26 360	27 361	28 362	29 363	30 364
31 365						

City Holiday

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APPENDIX C
CALIFORNIA DEPARTMENT OF TRANSPORTATION EXHIBITS

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DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- ☐ a. contract
- ☐ b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial
- b. material change

For Material Change Only:
year_____ quarter_____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier_____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
$_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature_____
  value _____

13. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____

Print Name: _____

Title:_____

Telephone No.:_____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontractor _____, hereby certifies that he has ___ , has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of _____
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the 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 any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other 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 the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her 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.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award

21. Local Agency Contract Number: _____

22. Federal-Aid Project Number: _____

23. Bid Opening Date: _____

24. Contract Award Date: _____

25. Award Amount: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

26. Local Agency Representative's Signature _____ 27. Date _____

28. Local Agency Representative's Name _____ 29. Phone _____

30. Local Agency Representative's Title _____

15. TOTAL CLAIMED DBE PARTICIPATION $ 0.00

0.00 %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature _____ 17. Date _____

18. Preparer's Name _____ 19. Phone _____

20. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local agency that is administering the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location(s) as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number(s).
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. Award Amount – Enter the contract award amount as stated in the executed contract.
26. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
27. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
28. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
29. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.

30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

APPENDIX D
FHWA-1273

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I. General
II. Nondiscrimination
III. No segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph(1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

FHWA-1273 -- Revised May 1, 2012

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

FHWA-1273 -- Revised May 1, 2012

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is $100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA	 19.1 26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

APPENDIX A. During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

APPENDIX E
FEDERAL WAGE RATES

Refer to the Federal Wage Determination for State: California; Construction Types: Building, Heavy (Heavy and Dredging) and Highway; County: San Bernardino County in California on sam.gov.

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APPENDIX F
ENVIRONMENTAL COMMITMENTS RECORD

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Date: 12/12/2022
NEPA CE
Project Phase:
☒ PA/ED (*DED/FED*)
☐ PS&E Submittal
☐ Construction

ENVIRONMENTAL COMMITMENTS RECORD

Orange Blossom Trail Crossings

08-SBd-Redlands
FPN: HSIPL 5083(024)

Avoidance, Minimization, and/or Mitigation Measures	Page # in Env. Doc.	Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline)	Responsible for Development and/or Implementation of Measure	Timing/ Phase	If applicable, corresponding construction provision: (standard, special, non-standard)	Action(s) Taken to Implement Measure		Measure Completed (Date and Initials)	Remarks	Environmental Compliance	
										YES	NO
Cultural Resources											
CR-1: If buried cultural resources are encountered during Project Activities, it is Caltrans policy that work stop in that area until a qualified archaeologist can evaluate the nature and significance of the find.		Standard on Projects.	RE/Contractor	Construction	Standard Specifications 2015: Section: 14-2.02A Archeological Resources: General.			Contact Andrew Walters (909) 383-2647.			
CR-2: In the event that human remains are found, the county coroner shall be notified and ALL construction activities within 60 feet of the discovery shall stop. Pursuant to Public Resources Code Section 5097.98, if the remains are thought to be Native American, the coroner will notify the Native American Heritage Commission (NAHC) who will then notify the Most Likely Descendent (MLD). The person who		Standard on Projects.	RE/Contractor	Construction	Standard Specifications 2015: Section: 14-2.02A Archeological Resources: General. Health & Safety Code 7050.5 & Public Resource Code 5097			Contact Andrew Walters (909) 383-2647.			

Date: 12/12/2022
NEPA CE
Project Phase:
☒ PA/ED (*DED/FED*)
☐ PS&E Submittal
☐ Construction

ENVIRONMENTAL COMMITMENTS RECORD

Orange Blossom Trail Crossings

08-SBd-Redlands
FPN: HSIPL 5083(024)

Avoidance, Minimization, and/or Mitigation Measures	Page # in Env. Doc.	Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline)	Responsible for Development and/or Implementation of Measure	Timing/ Phase	If applicable, corresponding construction provision: (standard, special, non-standard)	Action(s) Taken to Implement Measure	Measure Completed (Date and Initials)		Remarks	Environmental Compliance	
										YES	NO
discovered the remains will contact the District 8 Division of Environmental Planning; Andrew Walters, DEBC: (909)383-2647 and Gary Jones, DNAC: (909)383-7505. Further provisions of PRC 5097.98 are to be followed as applicable.											
PERMITS ARE REQUIRED FOR THIS PROJECT: **N/A**											

APPENDIX G
CONTRACTOR SAFETY PROGRAM

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THE CITY OF REDLANDS

CONTRACTOR SAFETY PROGRAM

Rev. June 15, 2021

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CONTRACTOR SAFETY PROGRAM

I. Policy

The purpose of this Contractor Safety Program ("CSP") is to ensure, as best as reasonably possible, the protection and safety of all persons and property during construction activities undertaken by private contractors on behalf of the City of Redlands ("City"). The City has a comprehensive and structured approach in outsourcing services performed on City facilities by third-party persons and entities ("Contractor(s)"). The first phase of this comprehensive approach includes actively screening Contractors based on safety records, safety performance, and safety compliance. After the qualified Contractor is awarded a contract, the Contractor must then ensure compliance with all local, state, federal and Cal/OSHA regulations applicable to the contracted scope of work, and requirements set forth within this CSP. The Contractor, its agents, and personnel must adhere to the policies and procedures set forth by this CSP and all applicable laws and regulations.

II. Authority

California Code of Regulations, Title 8, Section 336.10 "Determination of Citable Employer"
California Code of Regulations, Title 8
"Greenbook" Standard Specifications for Public Works Construction
Redlands Municipal Code
California Building Code

III. Scope

This CSP applies to all Contractors who provide or render construction or improvement services for City-owned property and facilities.
The Contractor services covered under this CSP include, but are not limited to, the following:

A. New construction;
B. Remodeling;
C. Facility maintenance or repair;
D. Equipment installation or maintenance; and
E. Services (i.e. janitorial, fleet operations, landscaping, etc.)

Consultants/ Professional service providers are exempt from having to submit a Safety Prequalification Questionnaire ("SPQ"), prior to the beginning of work, but they are expected to be compliant with industry best practices with regards to maintaining a safe work environment for their employees and others.

IV. Definitions

A. **Contract –** any written agreement between the City of Redlands and a Contractor, to perform a specified scope of work on City facilities. With respect to this policy, a contract includes, but is not limited to: awarded purchase orders, bids, and/ or project contracts.
B. **Construction Work –** construction, alteration, and/or repair, including painting and decorating.
C. **Contractor –** a person or entity (including all personnel) awarded a contract to perform work on City property or facilities.
D. **D.A.R.T Rate –** Injuries and illnesses severe enough to warrant: Days Away, Restrictions and Transfers. The DART rate is calculated using the following formula: Number of OSHA Recordable injuries and illnesses that resulted in Days Away x 200,000/divided by total hours worked by all employees during the year covered.

E. **Designated Work Area –** an area where it is necessary to restrict or limit entry or access of nonessential personnel or the public. Examples include work areas involving remediation abatement, demolition, excavation, and overhead lifting.
F. **Facilities –** any building or property owned by the City of Redlands.
G. **Hazard –** source or situation with a potential for harm in terms of injury or health, damage to property, damage to workplace environment, or a combination of these.
H. **Job Hazard Analysis ("JHA") –** a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. The objective is to eliminate the risk or to utilize control measures to reduce the risk.
I. **North American Industry Classification System ("NAICS") –** is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
J. **Non-compliance –** any deviation from standards, practices, processes, procedures, regulations etc. that could either directly or indirectly lead to injury or illness, property damage, damage to the workplace environment, or any combination of these criteria.
K. **Notice of non-compliance –** form provided to the Contractor by the City alerting the contractor of non-compliance with City specifications, Cal/OSHA regulations, or any other generally accepted safe work practice.
L. **Non-compliant hazardous work condition –** any hazard that is considered to be non-compliant with State or Federal safety and health regulations, City specifications, or any inconsistency with generally accepted work practices.
M. **Personnel –** all Contractor employees, contractors, sub-contractors and agents provided access to City property or facilities.
N. **Recordable Incident** – any injury or illness resulting in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness per OSHA Section 1904.7(a).
O. **Safety Tailgate –** informal safety meeting generally conducted at the job site prior to the commencement of a job or work shift.
P. **Services –** any and all, labor, duties, functions and activities required to be performed by the Contractor under the contract and any subsequent addenda.

V. Responsibilities

RISK MANAGEMENT

A. Update, maintain, and administer this CSP;
B. Maintain centralized records of training, site visit data, written programs, tailgate meetings, permits, and all other necessary contractor related documentation;
C. Provide technical assistance to Engineering personnel;
D. Attend Pre-construction meetings and progress meetings as needed;
E. Provide assistance on safety inspections as needed;
F. Review safety submittals;
G. Provide guidance on pre-qualification determination; and
H. Provide training to affected city personnel with responsibilities under this program.

PROJECT MANAGER (CITY)

The Project Manager has the authority to delegate any or all portions of this CSP to subordinates, but the Project Manager will be held accountable for their compliance. The Project Manager shall contact Risk Management, as necessary, for assistance in relation to this CSP.

A. Ensure safety hazards are addressed in a timely manner;
B. Communicate safety concerns during pre-construction meetings and progress meetings;
C. Inform impacted employees of construction activities scheduled in their work area;
D. Enforce pre-qualification procedures in bidding process; and
E. Ensure this CSP is properly executed.

INSPECTOR (CITY)

The City of Redlands construction inspector is not a safety professional and will only provide "Notice of Non-Compliance" for obvious and serious non-compliant conditions.

A. To the best of their abilities, inspect work sites for safety hazards;
B. Communicate safety concerns to Contractor;
C. Provide Contractor with "Notice of Non-Compliance" when serious conditions occur or repeat violations;
D. Collect documentation needed for construction worksites;
E. Submit documentation to Risk Management for recordkeeping;
F. Maintain photo documentation of safety hazards;
G. Never enter situations that can harm or endanger himself/ herself;
H. Never use personal protective equipment (PPE) or enter situations, which they are not trained for;
I. Contact Emergency Medical Services (911) and Risk Management in case of emergency; and
J. Attend and communicate safety concerns in progress meetings.

EMPLOYEES (CITY)

A. Immediately notify the Project Manager, inspector, or Risk Management of any safety related concerns at a Contractor job site; and
B. Contact Emergency Medical Services (911) and Risk Management in case of emergency.

CONTRACTOR

Where relevant and applicable, the Contractor's responsibilities shall include:

A. Compliance with requirements and responsibilities detailed within the Contractor Safety Program;
B. Ensure all local regulatory requirements are met and all necessary permits are obtained before conducting work on behalf of the City;
C. Designate a Project Safety Official by name who shall be available at all times to abate safety hazards;
D. Ensure all personnel have the appropriate qualifications and training to perform the contracted work (Copies of current training documentation and certifications must be on file with the City);
E. Inform City Project Manager or inspector of any job site safety hazards or concerns;
F. Inform City Project Manager if any suspected asbestos-containing material is located;
G. Conduct and submit Job Hazard Analysis (JHA) before work and as required by change of tasks;
H. Conduct and submit Safety Tailgates on a bi-weekly basis;
I. Provide all required PPE necessary to conduct work safely and in accordance with required local regulations;
J. The safety of all individuals who enter work site;
K. Spill cleanup;
L. Immediately report any incidents, accidents, near misses, unsafe conditions, or unsafe acts involving any jobsite personnel;

M. Arrange for the proper storage and removal of waste generated prior to the completion of job, and provide confirmation that the materials have been removed or disposed of in a manner compliant with all applicable environmental regulations;
N. Removing all equipment used during work activities and ensuring proper housekeeping of designated work area at the end of each workday and upon completion of the job;
O. Contact Emergency Services (911) and Project Manager in the event of an emergency; and
P. For the actions of their subcontractors, as they may pertain to this CSP, including their adherence to its contents and review of this document.

PROJECT SAFETY OFFICIAL (CONTRACTOR)

A. Shall be at the work site at all times;
B. Must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices;
C. Shall be available at all times to abate any potential safety hazards; and
D. Shall have the authority and responsibility to shut down an unsafe operation, if necessary.

VI. Program

SAFETY PREQUALIFICATION PROCESS

A. The safety prequalification process is intended to:
   - Provide the City with knowledge of past and current safety performance of Contractors working on City construction projects;
   - Improve Contractor compliance with City safety rules, including safe work practices required by applicable regulations and laws; and
   - Improve safety during Contractor activities.
B. A copy of the SPQ shall be provided to each person or entity bidding on a project, as part of the bidding process.
C. The completed questionnaire shall be returned and reviewed prior to awarding contract work, with supporting information provided as indicated by responses on questionnaire.
D. The SPQ shall be submitted to: 35 Cajon St., Suite 4
   Redlands Ca, 92373
   Attention: Project Name-Contractor Name-SPQ
E. The following criteria and information relating to the Contractor will be reviewed prior to awarding contract:
   - Contractor License;
   - Incident Rates;
   - OSHA Citations;
   - Safety Policies;
   - Safety Programs and Procedures;
   - Compliance History on City Projects; and
   - Certification Statement.
F. Contractor must qualify in each section to be approved for award of a contract.
G. If a Contractor fails to pass prequalification procedure, the City has the right to disqualify the Contractor's proposal.

H. All costs associated with compliance with City of Redlands prequalification requirements shall be at the sole expense of the Contractor.

I. If a Contractor provides information that is later determined to be false, or improperly withholds information, the Contractor will be immediately disqualified.

J. Any questions or information relating to filing this questionnaire may be answered by reaching:
   - Engineering: (909) 798-7698; or
   - Risk Management: (909) 798-7514

DISQUALIFICATION APPEAL PROCESS

This provision is established pursuant to Public Contract Code section 20101(d) which requires every public agency that requires prospective bidders to prequalify pursuant to the law to establish "a process that will allow prospective bidders to dispute their proposed prequalification rating prior to selection of an alternate bidder." If the City intends to disqualify a bidder based upon the bidder's safety record, the City will notify the bidder in writing and provide the bidder with any supporting evidence that has been received from others or adduced as a result of an investigation by the City. The notice of intention shall be sent by certified mail with return receipt requested or by overnight mail via a delivery service that provides online tracking which identifies the date of the prospective bidder's receipt of the notice, and shall include notice that the bidder has the right to, and may request a hearing to rebut any evidence used as a basis for disqualification and to present evidence to the City as to why the prospective bidder should be found qualified. Requests for a hearing must be made by written request to the City within ten calendar days of the date of the prospective bidder's receipt of the City's notice of intention. If the bidder does not request a hearing within the time allowed, the City's determination shall stand unchallenged and become final.

Within seven calendar days of receiving the bidder's request for a hearing, the City shall notify the bidder in writing of the date, time and place of the hearing. The hearing shall be held no sooner than ten (10) calendar days and no later than fifteen (15) calendar days after the notice is given. The notice shall inform the bidder of its right to present testimony and documents in support of its position.

The hearing shall be conducted before the Redlands City Manager, which may be continued from time to time as reasonably determined by the City Manager, but shall not exceed forty five (45) days. At the conclusion of the hearing, and after considering all testimony and documentation presented, the City Manager shall issue a written decision no later than five calendar days following the hearing. The City Manager's decision shall be final and is not subject to further appeal to the City.

The bidder shall not be entitled to bid on any contracts with the City until it has met the safety pre-qualification standards. If the City Manager approves an appeal, the contractor will have been deemed to meet the qualification standards and it will be valid for one year. The bidder shall have the right to withdraw its application for prequalification or its appeal at any time before the City Manager's decision becomes final. Such withdrawal will not preclude the bidder from re-applying for prequalification.

CONSTRUCTION PROJECTS

A. After a contract is awarded, the Contractor shall maintain, throughout the duration of the project, safety measures as necessary to protect the public and workers within, or in the vicinity of, the designated work zone. This includes an evaluation of the work to be performed and the hazards likely to be encountered. Contractors are expected to follow, at a minimum, all pertinent laws, rules and regulations for the location in which they will be working. Where applicable, Contractor Safety Programs will meet or exceed City programs/ procedures and are subject to review and approval by the City prior to contract execution.

B. Job Hazard Analysis ("JHA")
    1. Prior to a notice to proceed a JHA must be completed utilizing the City's form, or equivalent, to assess the hazards present in the designated work area. Any information requested on the City's form, but not stated on the equivalent form utilized, shall be provided separately with the original submission.
    2. All members of the construction unit must sign the JHA to acknowledge hazard abatement procedures.
    3. JHA must be kept at job site accessible to all impacted personnel.
    4. Failure to follow JHA procedures may lead to termination of the contract.
C. Personal Protective Equipment ("PPE")
    1. All required PPE must be worn at all times during work activities.
    2. All mandatory PPE must be highlighted in the JHA.
    3. PPE shall be provided by the Contractor.
    4. Failure to follow PPE guidelines may lead to termination of the contract.
D. Safety Tailgates
    1. Safety Tailgate Meetings must be held on a biweekly basis for all construction projects.
    2. The first meeting shall take place on Day 1, Week 1 and every other week thereafter.
    3. Tailgates shall be signed by all personnel and submitted to Construction Inspector for recordkeeping.
    4. Tailgate topics should be specific to the scope of work of the project.
E. Injury Reporting
    1. Contractors shall immediately report injuries or accidents to the Project Manager (regardless of severity). Additionally, contractors are responsible for and must also conduct accident investigations of any injuries that occur on site and provide results to the Project Manager.
    2. Use the City Incident Investigation Form (Attachment E), or equivalent, to meet this requirement.
F. Spill Prevention
    1. The Contractor is responsible for any spill within the confines of the project and those outside of the construction limits caused by the Contractor's defective equipment, containers, or personnel.
    2. Secondary spill containment systems shall be used to prevent contamination of the environment.
G. Construction in Occupied Buildings
    1. When building occupants are present during construction projects additional safeguards must be implemented to eliminate exposures and complaints. Dust/ particulates from demolition, sanding and other construction activities must be controlled by adequate ventilation, or containment and negative air ventilation systems based upon the specific type of activity and particle. Similar controls must be utilized for odorous activities including, but not limited to, carpet adhesive, painting, welding, and coatings.
    2. The Contractor shall ensure that the HVAC system is protected in order to prevent contamination. If an HVAC system is unprotected and contaminated by any construction/demolition materials, the Contractor shall be held responsible for the cost of cleaning the system and any subsequent repairs therein.
    3. Negative air ventilation systems shall have appropriate filtration and be exhausted outside of the building.

INSPECTIONS

A. Follow up inspections will be executed to enforce compliance with safety and health requirements.
B. Follow up inspections will be conducted as part of routine site inspections by construction inspector and Risk Management employees.

C. The SPQ aims to provide the City with knowledge of Contractor safety history and safety practices. This minimizes the need for increased frequency of inspections. In addition, the City will take the following guidelines into consideration when determining frequency of inspections.
    1. Scale of project;
    2. The frequency with which the number and types of hazards change as the work progresses;
    3. More frequent inspections will be implemented in the beginning of the project; and
    4. When the Contractor has never worked for the City.

TRAINING/DOCUMENTATION

A. Contractor will ensure that all personnel are properly trained for the scope of work they are assigned, as well as the equipment they will be utilizing.
B. Documentation shall be on file with the City prior to project start.
C. Personnel missing training documentation shall not be permitted to work on awarded City projects.
D. Training requirements are mandated by Federal and State Regulations. This may include, but is not limited, to the programs listed in the SPQ.

NON-COMPLIANCE

A. Contractor compliance issues shall be documented on the "Notice of Non-Compliance" form. A copy of this form shall be provided to Contractor for completion.
B. Upon receipt of the completed "Notice of Non-Compliance" form, the Project Manager and Risk Management will evaluate, based on the incident, and identify, as appropriate, any additional corrective and/or preventive actions for completion.
C. If immediate correction is not feasible, the project will be temporarily stopped until the issue is adequately resolved.
D. City staff with authority to stop work are:
    1. Construction Inspector;
    2. City Project Manager;
    3. City Manager; and
    4. Risk Management staff.
E. Any violation or deviation from safety rules, procedures, or regulations, based on evaluation, may be subject to any and all disciplinary actions listed as follows:
    1. Verbal warning
    2. Written warning-Notice of Non-Compliance (work may not continue until approved corrections are implemented);
    3. Dismissal of non-complying personnel; and/or
    4. Termination of Contract.

The City of Redlands maintains the right to terminate any contract for the violation of safety issues without liability to the City.

CITY PERSONNEL

A. All affected City employees will be informed in advance of any construction related work or other contract work which has the potential for impacting their workplace. Notifications will be made to all affected employees via e-mail or written memo by the Project Manager or designee. Notifications must include the following information:
    1. Start and end dates of the work to be completed;
    2. Work areas to be affected;

3. Description of work to be completed;
4. Name and phone number of Project Manager;
5. Name and phone number of Construction Inspector; and
6. Name and phone number of Risk Management.

B. Employees should be instructed to notify Project Manager regarding logistical issues or other concerns. Safety and Health concerns should be directed to either the Project Manager, Inspector, or Safety Specialist.

VII. Recordkeeping

The City's Human Resources / Risk Management Department will maintain all records prepared in association with this CSP, with copies also place on file with the office of the City Clerk.

VIII. Additional References

https://www.dir.ca.gov/title8/336_10.html

City of Redlands
Acknowledgment of Receipt Statement

I acknowledge by signing this document, that I have received and reviewed the City of Redlands' Contractor Safety Program and understand that it contains important information on the City's policies and procedures regarding employee safety as it pertains to Contractor activities. Furthermore, I acknowledge that failure to comply with any of these procedures may lead to termination of the contract with the City.

_____	_____
Contractor Signature	Contractor Title:
_____	_____
Contractor Name (Print)	Date Signed

If you have any questions regarding this document, please contact the Risk Management Division at (909) 798-7514.

CITY OF REDLANDS
SAFETY PREQUALIFICATION QUESTIONNAIRE

Omitting or reporting false information on this questionnaire may result in disqualification of bid. The City of Redlands reserves the right to conduct random or for-cause audits of information stated in this questionnaire. If deemed necessary, additional documentation may be requested by the City to verify responses on this questionnaire.

SECTION 1 – GENERAL INFORMATION

Company Name:	
Contractor License #:	Expiration Date:
Address:	
City:	State: Zip Code:
Name of Person Submitting Application:	
Title:	Telephone #:
Email Address:	
Identify the highest ranking Safety/Health Professional in your Company:	
Name:	
Title:	Telephone #:

SECTION 2 – INCIDENT RATES & WORKER'S COMPENSATION INFORMATION

INCIDENT RATES **Provide your actual injury and illness data below:**	Provide the NAICS Code Number that best represents your Firm:_____ Provide any additional numbers here: _____

(Provide three full years of data)	Last Calendar	2 Years Ago	3 Years Ago
Number of hours worked by all employees:			
Total Recordable Incident Rate*:			
D.A.R.T. Rate*:			
Total Number of Fatalities:			

Incident Rate = [(Total Recordable Cases X 200,000 hours)/ Number of hours worked by all employees]

D.A.R.T. Rate = [(Total Number of entries for Days Away, Restricted and Job Transfer X 200,000 hours)/ Number of hours worked by all employees]

If your latest incident rates and D.A.R.T. rates are greater than 100% of the industry average for all your NAICS code Numbers Listed, your bid may be disqualified.

The industry average can be found at www.bls.gov

WORKERS' COMPENSATION INFORMATION

1. Provide your Workers' Compensation Experience Modification Rate (EMR) Data:

	Policy Year	EMR
Current EMR*		
1 Year Ago:		
2 Years Ago:		
3 Years Ago:		

* If your current EMR is greater than 1.25, initialing here certifies that you will provide a competent, full- time person or representative responsible for safety for all City projects:_____

* Initialing here certifies that your firm does not have an EMR:_____
(Submit a copy of your firm's Loss Run Reports for the last three years if your firm does not have an EMR.)

Name of your firm's Workers' Compensation carrier:

Phone Number of Workers' Compensation carrier

2. Is your firm self-insured for Workers' Compensation claims?	Yes ❒	No ❒
(If yes, please attach a copy of the latest Annual Report to the State of California Department of Industrial Relations and/or State of California Certificate of Self-Insurance.)		

SECTION 3– CITATION HISTORY

1. Has your firm received any regulatory citations in the last three years?	Yes ❒	No ❒
If yes, please answer the question below.		

2. Were any of the confirmed (Closed) citations classified as Serious, Willful, Repeat, or Failure to abate?	Yes ❒	No ❒
3. If yes, please explain:		
4. Have you abated all of the citations issued to you in the last three years	Yes ❒	No ❒
If no, please explain abatement action plan:		

SECTION 4 – SAFETY POLICIES

	Questions (Please check YES or NO)	YES	NO*
1.	Does your company provide and adhere to a written Illness Prevention Program (IIPP) (CCR Title 8 §3203(a))? If yes, a copy of the program will be required on-hand at the job site throughout the duration of the contract. Please attach a copy to your bid proposal.	☐	☐
2.	Does your company provide and conduct Tailgate Meetings, or equivalent with employees at least every 10 working days. (CCR Title 8 §1509(e))	☐	☐
3.	Does your company have a policy for disciplinary action for unsafe behavior ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203(a)(2))	☐	☐
4.	Does your company provide and abide by a written Code of Safe Practices that relates to your firm's operations. (CCR Title 8 §1509(b)) If yes, a copy of the Code of Safe Practices will be required on-hand at the job site throughout the duration of the contract. Please attach a copy with your bid proposal.	☐	☐
5.	Does your company perform JHAs? (CCR Title 8 §1511(b)	☐	☐
6.	Does your company provide training and retraining programs for ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203 (a)(2), (a)(7)	☐	☐
7.	Does your company provide training and retraining programs for ensuring employee compliance	☐	☐

*Please provide reason(s) for NO answer in the box below or on a separate sheet of paper.

Failure to provide the above-referenced documents will result in the contractor's bid being disqualified.

SECTION 5 – SAFETY PROGRAMS AND PROCEDURES

PLEASE ANSWER ALL QUESTIONS BY CHECKING YES OR NO, AND ATTACHING APPROPRIATE DOCUMENTS THAT MAY APPLY OR AS REQUESTED.

		YES	NO
1.	**Is Confined Space work anticipated in the scope of the work awarded? (If no, please proceed to Question 2)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Confined Space Entry Procedure	☐	☐
	List of personnel authorized on jobsite to work in confined space(s)	☐	☐
	List of personnel authorized on jobsite to serve as Rescue Team	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

2.	**Is work requiring Lockout/Tagout protocols anticipated in the scope of the work awarded? (If no, please proceed to Question 3)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Lockout/Tagout (LOTO) Procedure	☐	☐
	List of personnel authorized on jobsite to perform LOTO	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

3.	**Is work requiring a personal lift anticipated in the scope of the work awarded? (If no, please proceed to Question 4)**	☐	☐
	If yes, please attach the following:	Attached?	
	List of personnel authorized on jobsite to use lifts	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

4.	**Is work requiring a forklift anticipated in the scope of the work awarded? (If no, please proceed to Question 5)**	☐	☐
	If yes, please attach the following:	Attached?	
	List of personnel authorized on jobsite to use a forklift	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

5.	**Is work requiring a crane anticipated in the scope of the work awarded? (If no, please proceed to Question 6)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Crane Program	☐	☐
	Copy of all expected Crane operators' Certifications	☐	☐
	List of personnel designated as Competent under Crane program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

6.	**Is Hot Work (as defined by OSHA) anticipated in the scope of the work awarded? (If no, please proceed to Question 7)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hot Work Procedure	☐	☐
	List of personnel authorized on jobsite to perform Hot Work	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

7.	**Is Trenching/ Excavation work anticipated in the scope of the work awarded? (If no, proceed to Question 8)**	☐	☐
	Is a plan in place for the disposal of all material that cannot be returned to the trench/ excavation?	☐	☐
	Are appropriate materials for barricading or securing work area at jobsite?	☐	☐
	Has a permit from the Department of Industrial Relations for excavations deeper than 5 feet been obtained?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Trenching/ Excavation Procedure	☐	☐
	Copy of Permit if trench is to exceed depth of 5 feet	☐	☐
	List of personnel designated as Competent under Trenching/ Excavation Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

8.	**Is electrical work anticipated in the scope of the work awarded? (If no, proceed to Question 9)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Electrical Safety Program	☐	☐
	List of personnel designated as Competent under Electrical Safety Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

9.	**Is work that may have an arc flash potential anticipated in the scope of the work awarded? (If no, proceed to Question 10)**	☐	☐
	Are all materials required to safely perform arc flash present?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of Arc Flash Procedure	☐	☐
	List of personnel designated as Competent under Arc Flash Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

10.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 11)?**	☐	☐
If yes, please attach the following:		Attached?	
Copy of written Hearing Conservation Program		☐	☐
List of personnel working in high noise areas		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

11.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 12)?**	☐	☐
* Copies of SDS for Chemicals used must be kept at jobsite			
Please attach the following:		Attached?	
Copy of written Hazard Communication Program		☐	☐
List of personnel performing work with chemicals		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐
List trade names of all hazardous materials which you will be using on site:			

12.	**Is work on or adjacent to public roadways anticipated in the scope of the work awarded. (If no, proceed to Question 13)**	☐	☐
Do you have the appropriate provisions (signs, devices, barricades/)		☐	☐
Please attach the following:		Attached?	
Please provide a list of personnel working in traffic areas.		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

13.	**Is it anticipated in the scope of the work awarded that exposure to asbestos is possible? (If no, proceed to Question 14)**	☐	☐
Please attach the following:		Attached?	
Copy of written procedure(s)		☐	☐
List of personnel working with potential exposure to asbestos		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

14.	**Is it anticipated in the scope of the work awarded that exposure to silica is possible? (i.e. sandblasting, concrete demolition, concrete saw cutting, surface grinding, etc.) (If no, proceed to Question 15)**	☐	☐
Please attach the following:		Attached?	
Copy of Silica Control Plan		☐	☐
List of personnel working with potential exposure to silica		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

15.	**Is work at heights anticipated in the scope of the work awarded? (If no, proceed to Question 16)**	☐	☐
Please attach the following:		Attached?	
Copy of written Fall Protection Program		☐	☐
List of personnel designated as Competent under Fall Protection Program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

16.	**Is work requiring the use of respirators anticipated in the scope of the work awarded? (If no, proceed to Question 17)**	☐	☐
Please attach the following:		Attached?	
Copy of written Respiratory Protection Program		☐	☐
List of personnel using respirators		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

17.	**If the scope of work to be performed is not adequately represented by questions (1-16), please list any additional Health & Safety concerns below.**

SECTION 6 – COMPLIANCE HISTORY ON CITY PROJECTS

In addition to the previous sections, Contractors that have previously been awarded work by the City, will be equally evaluated on their compliance history in relation to City projects.

SECTION 7 – CERTIFICATION STATEMENT

I Certify under penalty of perjury that:

a. the information contained herein is true and correct to the best of my knowledge, and

b. no attempt has been made to give false or misleading information or to withhold any information.

Signature of Authorized Representative:	Title of Authorized Representative
Printed Name of Authorized Representative	Date Signed:

NOTICE OF NON-COMPLIANCE

Project: _____

Contractor: _____

Notice of Non-Compliance was issued to Contractor's representative, _____ (Name),

on _____ at _____.

The following unsafe behaviors were observed at the Contractor's job site:

_____
_____
_____
_____
_____
_____
_____

If the unsafe condition is not immediately corrected, the City of Redlands may take disciplinary action in accordance with the Contractor Safety Program guidelines.

– –

To be completed by Contractor

Corrective action plan to abate hazards:

_____
_____
_____
_____
_____
_____

Unsafe Condition Resolved: Date: _____ Time: _____

Remarks:

_____
_____
_____
_____
_____
_____

Job Hazard Analysis

Project:			
Company:	Project Safety Official:	Project Manager (City):	
Scope of Work:		Location:	Date:

Tasks	Potential Safety Risks/Hazards	Safety Controls/Mitigat	Required PPE
			☐ Hard Hat ☐ Safety Vest ☐ Safety Glasses/Goggles ☐ Safety Boots ☐ Respirator ☐ Safety Gloves ☐ Face Shield ☐ Fall Protection ☐ Other: _____ _____ _____ _____

Signatures of Employees On-Site this JHA is applicable to:

Employee Signature:	**Print Name:**	**Date:**

INCIDENT INVESTIGATION FORM

Date of Incident:	Time of Incident:	Date Reported:
Lead Investigator:	Contact Information:	
Contractor:	Employee Name:	
Witness 1 Name:	Telephone:	
Witness 2 Name:	Telephone:	
Incident Site/ Location		
Incident Summary:		
Near Miss Yes No	Incident Severity: Minor Significant Major Critical	
Root Cause(s):		
Corrective Actions:		

APPENDIX H
PERMITS

City of Redlands Encroachment Permit

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Application for Road / Encroachment Permit

City of Redlands - Municipal Utilities & Engineering Department

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Contractor: _____ USA ID No.: _____

Contractor License No.: _____ Type: _____ Cal OSHA No.: _____

I hereby request permission to construct/install improvements/facilities within the City of Redlands road right-of-way at the following location:

Construction Start Date: _____ Anticipated Completion Date: _____

Development No.: _____ Plan No.: _____

Street Name: _____

Cross Streets: _____

Address: _____

and for the purpose of performing the following work:

_____

_____

Applicant/Agent Signature: _____ Date: _____

In accordance with Plans approved by the Municipal Utilities & Engineering Director and/or the Standard Specifications and Detail Drawings of the City of Redlands for the **quantity and type** of improvements listed below:

SHADED AREA FOR OFFICIAL USE ONLY

_____	EA	Driveway Appr, Res/Comm	$ 49.00	/ EA	=$	_____
_____	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** $ _____

Redlans Regular Meeting of 09-05-2023

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

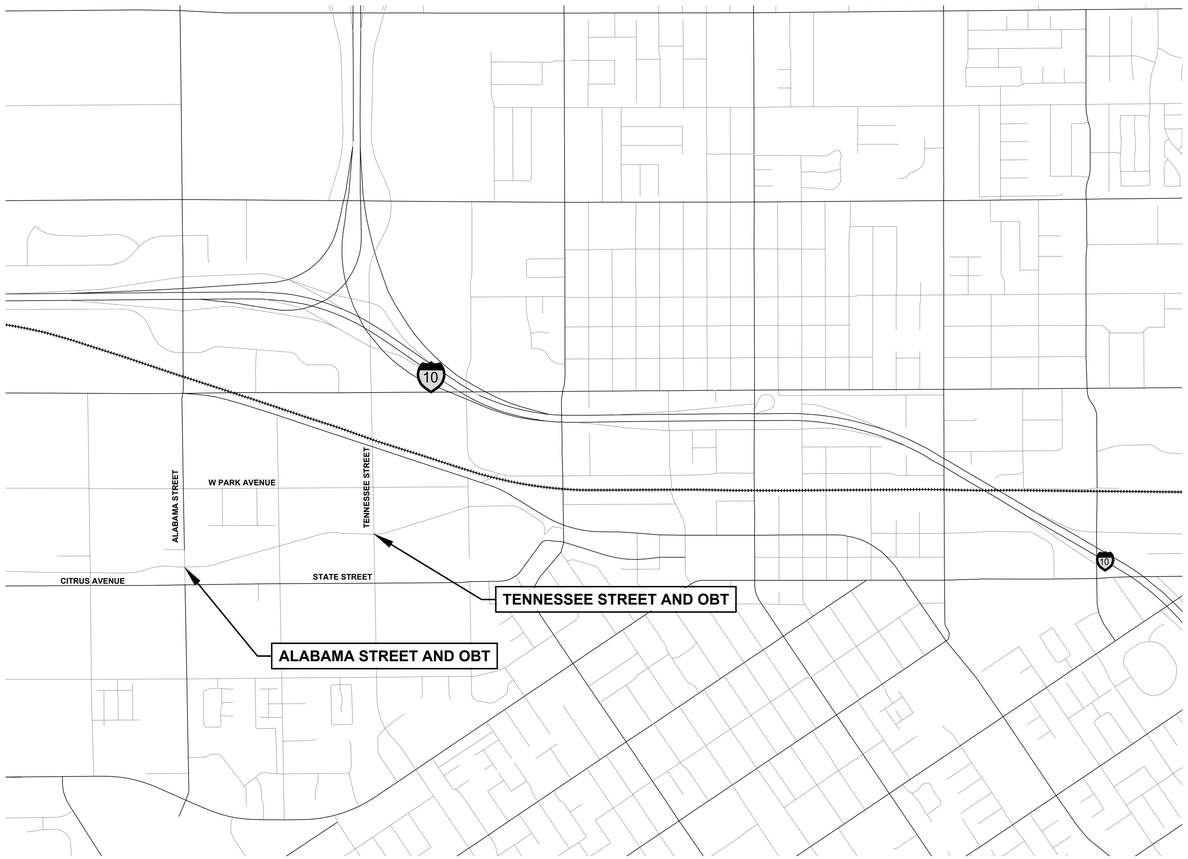
Approved By

CONSTRUCTION PLANS FOR
CITY OF REDLANDS
HSIP CYCLE 9
ORANGE BLOSSOM TRAIL PHASE 3 CROSSINGS
FEDERAL PROJECT NO. HSIPL 5083(024), CITY PROJECT No. 47033

APRIL 2023

SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET & VICINITY MAP
2	GENERAL NOTES & DETAILS
3	ALABAMA STREET
4	TENNESSEE STREET



VICINITY MAP
NTS

NORTH

LINE IS 2 INCHES
AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

CITY COUNCIL:

EDDIE TEJEDA, MAYOR
PAUL T. 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

BENCHMARK

NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

HSIP CYCLE 9
ORANGE BLOSSOM TRAIL PHASE 3 CROSSING, PROJECT No. 47033

TITLE SHEET & VICINITY MAP

Designed by: VM
Date: 09/2022
Checked by: GJN
Date: 4/2023
Drawn by: VM
Date: 09/2022
Checked by: GKD
Date: 4/2023

Reviewed By: 4/25/2023
GERARD J. NEPOMUCENO, CIVIL ENGINEER, R.C.E. 93200 Date

Approved By: 4/25/2023
GOUTAM K. DOBEY, CITY ENGINEER, R.C.E. 75646 Date

Sheet 1 of 4 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

F-2402 TS

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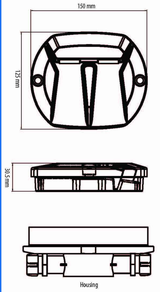
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SPECIFICATIONS

LaneLight™ MLK150
LED-Illuminated In-Road Marker System UNI DIRECTIONAL

DIMENSIONS



STANDARD SPECIFICATIONS

Technology	Active LED
Dimensions -LED module	150mm x 125mm (5.9"x 5")
Dimensions - Housing	175mm (7")
Protrusion from pavement	3 mm (.12") or Flush Mount option
Housing depth (incl.sub base)	65mm (2.56")
Daytime visible	Yes, to 3000 ft (dimmable by PWM at night)
Snowplowable	Yes, with Flush Mount option
Housing - LED module	Stainless Steel
- Housing	Aluminum
Sealing	IP68
Load rated	5,000 kg compression
Operating temperature	-20C to +50C
Lens	Boron/glass
LED face	Uni-directional
LEDs per unit	16
LED color	Amber, Red, Green, White, or bi-color
Light intensity	Over 3,500,000 cd/m2
Activation	Optional
Power	Hardwired; Low voltage AC, DC models ; 2.5w (nominal)
Controller	Microprocessor; (sold separately)
Wiring	18 AWG direct burial or drain equipped conduit 2 or 3 wire configurations
MUTCD compliant	YES

OPTIONS

LED Colour Amber, Red, Green, White, or bi-color

Special Voltages

Passive Activtion Systems

Integration with traffic control devices.

Addressable chip for control (chasing, flashing, etc.)



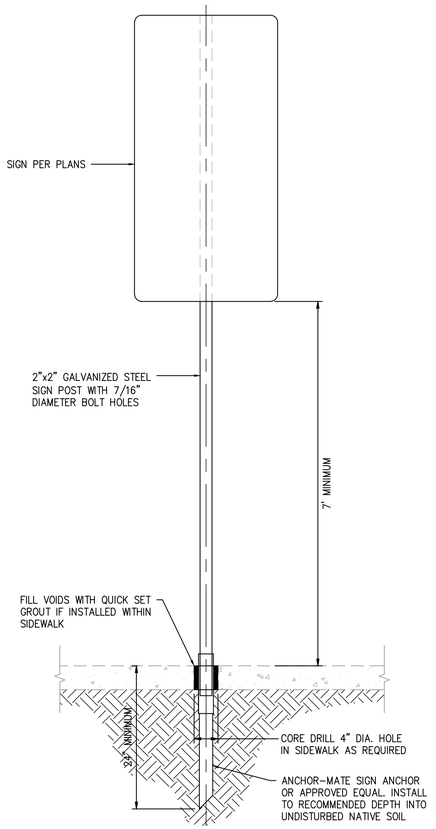
Intelligent Traffic Equipment Marketing Ltd.
16-755 Vanalman Ave.
Victoria, BC, Canada V8Z 3B8
1.866.466.4836 www.ItemLtd.com

ITEM

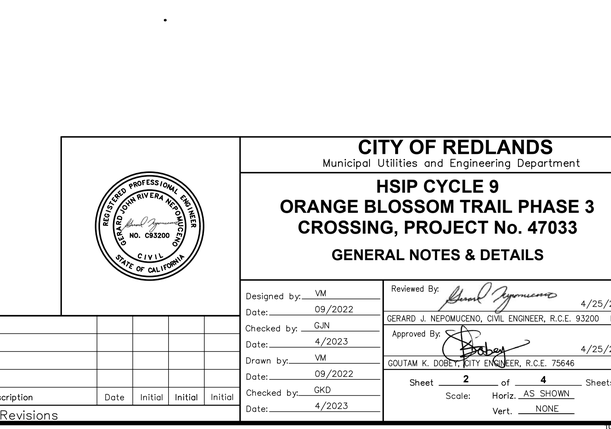
5 IN-ROADWAY WARNING LIGHT (IRWL) SYSTEM DETAIL

GENERAL NOTES

1. ALL MODULES, POLES, SIGNAGE, 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)", 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.
9. IF ANY DAMAGE OCCURS AS A RESULT OF THIS PROJECT, THE CONTRACTOR IS RESPONSIBLE TO REPAIR AT THEIR 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
21. THESE PLANS SHALL BE USED FOR SCHEMATIC PURPOSES ONLY. THE CONTRACTOR SHALL FIELD LOCATE THE SIGNS OR STRIPING RELATIVE TO KNOWN POINTS BASED ON LOCATION SHOWN ON THE PLANS OR FIELD LOCATE WITH DIRECTION FROM CITY STAFF.
22. ALL STRIPING AND SIGNAGE IMPROVEMENTS SHOWN ON THE PLANS, WHETHER EXPLICITLY CALLED OUT SPECIFICALLY OR NOT, SHALL BE INSTALLED BY THE CONTRACTOR BASED ON THE QUANTITIES SHOWN IN THE BID SCHEDULE.



1 3 TYPICAL SIGN & POST INSTALLATION
NOT TO SCALE



7 TYPICAL RRFB INSTALLATION
NOT TO SCALE

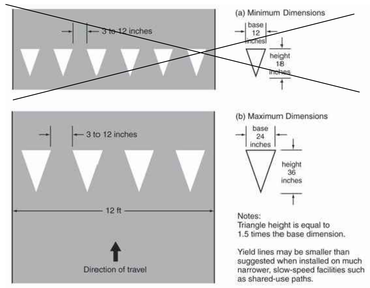


FIGURE 3B-16

8 TYPICAL STRIPING LEGEND
NOT TO SCALE



R1-5
36" X 36"

W11-2
36" X 36" MULTI LANE
30" X 30" SINGLE LANE

W16-9P
24" X 12"

1 2 3 4 TYPICAL SIGN LEGEND
NOT TO SCALE

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK

NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER GERARD JOHN RIVERA NEPOMUCENO NO. C93200 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

HSIP CYCLE 9
ORANGE BLOSSOM TRAIL PHASE 3 CROSSING, PROJECT No. 47033
GENERAL NOTES & DETAILS

Designed by: VM
Date: 09/2022
Checked by: GJN
Date: 4/2023
Drawn by: VM
Date: 09/2022
Checked by: GKD
Date: 4/2023

Reviewed By: 4/25/2023
GERARD J. NEPOMUCENO, CIVIL ENGINEER, R.C.E. 93200 Date
Approved By: 4/25/2023
GOUTAM K. DOBEY, CITY ENGINEER, R.C.E. 75646 Date

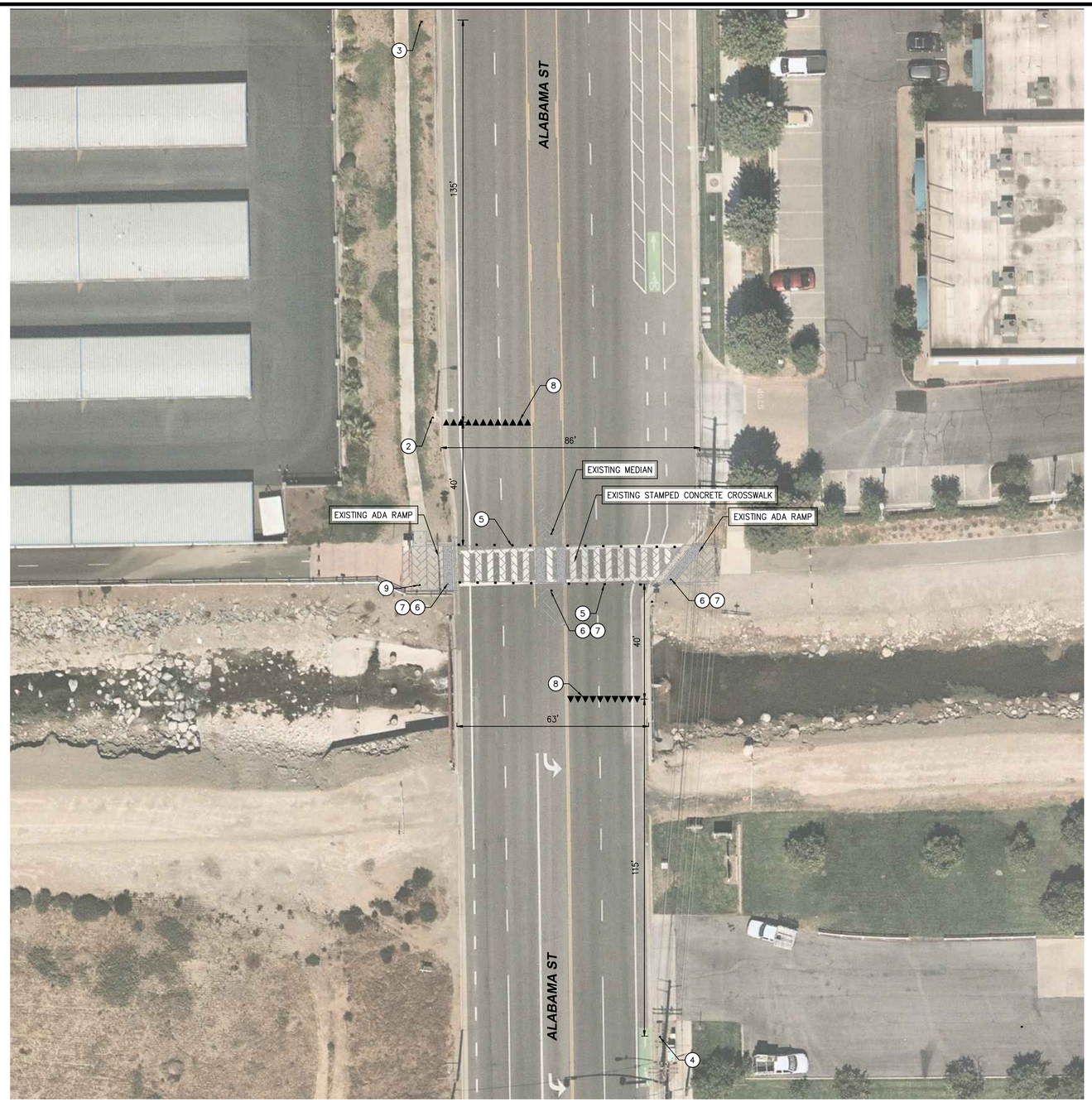
Sheet 2 of 4 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

F-2402 TS

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PLAN
Scale: NTS

N
W E
S

LINE IS 2 INCHES
AT FULL SIZE
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BENCHMARK

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REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

HSIP CYCLE 9
ORANGE BLOSSOM TRAIL PHASE 3
CROSSING, PROJECT No. 47033

ALABAMA STREET

Designed by: VM
Date: 09/2022
Checked by: GJN
Date: 4/2023
Drawn by: VM
Date: 09/2022
Checked by: GKD
Date: 4/2023

Reviewed By: 4/25/2023
GERARD J. NEPOMUCENO, CIVIL ENGINEER, R.C.E. 93200 Date
Approved By: 4/25/2023
GOUTAM K. DOBEY, CITY ENGINEER, R.C.E. 75646 Date

Sheet 3 of 4 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

F-2402 TS

Underground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

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Scale: NTS

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BENCHMARK

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GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

HSIP CYCLE 9
ORANGE BLOSSOM TRAIL PHASE 3
CROSSING, PROJECT No. 47033

TENNESSEE STREET

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Drawn by: VM
Date: 09/2022
Checked by: GKD
Date: 4/2023

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GERARD J. NEPOMUCENO, CIVIL ENGINEER, R.C.E. 93200 Date
Approved By: 4/25/2023
GOUTAM K. DOBEY, CITY ENGINEER, R.C.E. 75646 Date

Sheet 4 of 4 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

F-2402 TS

Under ground Service Alert of Southern California
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SAFETY PREQUALIFICATION QUESTIONNAIRE

Instructions/ Guidelines for Scoring Questionnaire

The Safety Prequalification Questionnaire ("SPQ") has been developed to allow the City to evaluate a potential Contractor's overall safety performance. A Contractor must meet the minimum safety standard set in every section to be considered a "Qualified" Contractor. If found to be Qualified, Contractor shall be placed on an Approved Contractor List that will pre-qualify them for City projects for a period of one (1) year. Contractors may reapply when their status expires one (1) year after issuance. Should the contractor be considered "Not Qualified", the contractor may request a hearing to appeal this decision with the City Manager. The City Manager decision of the appeal shall be final.

Section 1- General Information

Contractor must answer all questions within this Section. Contractor must also provide their license number and expiration date. Contractor must maintain a valid license throughout the life of the project. Failure to do so may result in immediate work stoppage at contractor's expense, and/or termination of the contract in total.

Section 2- Incident Rates and Workers' Compensation Information

Contractors shall also be evaluated against OSHA incident rates compared to the most current data provided by the Annual Survey of Occupational Injuries and Illnesses conducted by the Bureau of Labor Statistics, U. S. Department of Labor. Compare the contractor's incidence rates to the BLS incidence rates for the provided NAICS (North American Industry Classification System) code using the following link:

https://www.bls.gov/iif/oshsum.htm, and select the most recent Industry Injury and Illness Data.

If incident rates are greater than 100% of the industry average for all NAICS codes provided, the contractor must provide a competent, full-time, on-site safety professional responsible for all City Projects, at the contractor's own expense.

If latest incident rates are greater than 100% of the industry average for all NAICS codes provided and the Contractor fails to provide a safety professional for all City Projects, the contractor will be classified as Not Qualified.

If Contractor has any fatalities in the past three years, the Contractor shall be classified as Not Qualified, subject to the outcome of a Contractor appeal.

Workers' Compensation Information

Contractor must respond to all EMR data questions, provide requested reports and initials where applicable. If Self Insured, copy of State Annual Report or Self-Insurance certificate must be provided.

Section 3- Citation History

≥ 2 Serious	Not Qualified
≥ 1 Willful	Not Qualified
≥ 1 Repeated	Not Qualified
≥ 1 Failure to Abate	Not Qualified
If citations are classified as "Other than Serious," the contractor will be considered Qualified if all violations are corrected.	

Use following link to verify citation history:
https://www.osha.gov/pls/imis/establishment.html

Section 4- Safety Policies
Contractor responses to all questions within this section must be "**Yes**" for them to be considered qualified in this section.

Section 5- Safety Programs and Procedures
Contractors must submit programs/ procedures for the scope of work of project. If these submissions are found to be accurate and complete, the Contractor will be considered qualified in this section. Occasionally, revisions may be required of a Contractor's program if inadequacies are found during the review.

Section 6- Certification Statement
If contractor provides information that is later determined to be false or withholds information, the contractor will be immediately disqualified and considered "Not Qualified."

California Professional Egineering, Inc.

Contractor is:

☐ Qualified. Contractor shall be placed on the Qualified Contractor List, effective ___/___/___.

☑ Restricted. Contractor must provide a competent, full-time, on-site safety professional for all City projects, effective 7/11/23. Incident rates are greater than industry average and Experience Modification Rates (EMR) are greater than 1.25.

☐ Not Qualified.

Reviewer Signature

Risk Management Specalist
Reviewer's Title

Masuda Ghazanfar
Review Name Printed

7/11/2023
Date

SAFETY PREQUALIFICATION QUESTIONNAIRE

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Contractors shall also be evaluated against OSHA incident rates compared to the most current data provided by the Annual Survey of Occupational Injuries and Illnesses conducted by the Bureau of Labor Statistics, U. S. Department of Labor. Compare the contractor's incidence rates to the BLS incidence rates for the provided NAICS (North American Industry Classification System) code using the following link:

https://www.bls.gov/iif/oshsum.htm, and select the most recent Industry Injury and Illness Data.

If incident rates are greater than 100% of the industry average for all NAICS codes provided, the contractor must provide a competent, full-time, on-site safety professional responsible for all City Projects, at the contractor's own expense.

If latest incident rates are greater than 100% of the industry average for all NAICS codes provided and the Contractor fails to provide a safety professional for all City Projects, the contractor will be classified as Not Qualified.

If Contractor has any fatalities in the past three years, the Contractor shall be classified as Not Qualified, subject to the outcome of a Contractor appeal.

Workers' Compensation Information

Contractor must respond to all EMR data questions, provide requested reports and initials where applicable. If Self Insured, copy of State Annual Report or Self-Insurance certificate must be provided.

Section 3- Citation History

≥ 2 Serious	Not Qualified
≥ 1 Willful	Not Qualified
≥ 1 Repeated	Not Qualified
≥ 1 Failure to Abate	Not Qualified
If citations are classified as "Other than Serious," the contractor will be considered Qualified if all violations are corrected.	

Use following link to verify citation history:
https://www.osha.gov/pls/imis/establishment.html

Section 4- Safety Policies
Contractor responses to all questions within this section must be "**Yes**" for them to be considered qualified in this section.

Section 5- Safety Programs and Procedures
Contractors must submit programs/ procedures for the scope of work of project. If these submissions are found to be accurate and complete, the Contractor will be considered qualified in this section. Occasionally, revisions may be required of a Contractor's program if inadequacies are found during the review.

Section 6- Certification Statement
If contractor provides information that is later determined to be false or withholds information, the contractor will be immediately disqualified and considered "Not Qualified."

Crosstown Electrical & Data, INC.

Contractor is:

☐ Qualified. Contractor shall be placed on the Qualified Contractor List, effective ___/___/___.

☐ Restricted. Contractor must provide a competent, full-time, on-site safety professional for all City projects, effective ___/___/___.

☑ Not Qualified. 2 "Other than serious" violations that have not been corrected/closed by OSHA.
**If appealed and upheld, would require on-site safety professional per incident rates.

Reviewer Signature	Risk Management Specialist Reviewer's Title
Masuda Ghazanfar Review Name Printed	6/20/2023 Date

City Council/Successor Agency Meeting **O. 3.**

DATE: 09/05/2023

TO: The Successor Agency Board of Directors

SUBJECT: Approve the regular meeting minutes of July 5, 2023 (Secretary Donaldson)

MOTION:

I move to approve the regular meeting minutes of July 5, 2023

Attachments

Regular Meeting Minutes of July 5, 2023

MINUTES

Regular meetings of the City Council and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on July 5, 2023 at 5:00 P.M.

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

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

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Abich Garcia)
One Case:

1. Nelson v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2014053

RECONVENE CITY COUNCIL MEETING

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

CLOSED SESSION REPORT

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

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Jodi Kroeger and Animal Services Officer Trevor Houser introduced “Dasher”, a four-year-old male Pit Bull mix who is available for adoption, along with thirty-eight other dogs and eighteen cats at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been twenty-six dogs and thirty-five cats adopted in June 2023.

Proclamation Recognizing Clare Henry Day

Mayor Tejeda presented a Proclamation to Michael Day recognizing Clare Henry Day, for his lifetime of service to his profession and for leaving an architectural legacy in Redlands. Clare Henry Day's work is an important part of the Inland Empire's architectural history.

PUBLIC COMMENT

Appreciation- Fernando Ramirez expressed his appreciation of the Council's commitment to invest in the north side and make improvements to Colton Avenue.

Mid-Century Modern Inventory - John Beall, Kathleen Beall and Steve Spiller thanked the Council for recognizing Clare Henry Day for the architectural legacy he left in Redlands and throughout the Inland Empire. They urged the City to conduct a property inventory of mid-century modern homes, as other cities have done. They stated a proper list was desperately needed in order to capture the historical value and worth of these significant structures.

CONSENT CALENDAR

Minutes

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the regular meeting minutes of June 20, 2023.

Vote: 4 - 0 Passed

Proclamation Recognizing Clare Henry Day

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the issuance of a proclamation recognizing Clare Henry Day, for his lifetime of service to his profession and for leaving an architectural legacy in Redlands and the Inland Empire.

Vote: 4 - 0 Passed

Cultural Arts Commission Appointment

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously appointed, by roll call vote, Crystal V. Lopez to serve the remainder of a four-year term on the Cultural Arts Commission ending January 6, 2026.

Vote: 4 - 0 Passed

Settlement Agreement Disclosure

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the public disclosure of details of an Agreement of Settlement and General Release between the City of Redlands and Pamela Nelson. Under the terms of the agreement, the City agrees to pay Ms. Nelson $50,000 to settle and dispose of disputes and controversies associated with civil action pending in the San Bernardino County Superior Court entitled Pamela Nelson v City of Redlands, et al., Case No. CIVSB2104053.

Vote: 4 - 0 Passed

Resolution No. 8453 Terminating Local Emergency

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously adopted, by roll call vote, Resolution No. 8453 terminating the local emergency previously proclaimed in response to the COVID-19 pandemic.

Vote: 4 - 0 Passed

In-Kind Support Vibe Health and Wellness Festival

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; authorized the closure of East High Avenue, Division Street, East Park Avenue, North University Street, Sylvan Boulevard, North Grove Street, East Brockton Avenue, and Chapel Street; and authorized the expenditure of city resources and in-kind support in the amount of $13,471 related to this event, hosted by the University of Redlands - Alliance For Community Transformation and Wellness (ACTW) and scheduled to be held on September 17, 2023, within Sylvan Park and the surrounding area.

Vote: 4 - 0 Passed

Grant Award Acceptance

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously accepted, by roll call vote, the grant award from San Manuel Band of Mission Indians to fund the 2023 Redlands Emergency Services Academy in the amount of $30,000; and authorized an additional appropriation of the same to the Police Department.

Vote: 4 - 0 Passed

Resolution No. 8490 Levying Special Taxes CFD No. 2004-1

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8490 levying special taxes with the City of Redlands Community Facilities District No. 2004-1, to establish the maximum tax rates for CFD No. 2004-1, and to authorize the City Clerk to file necessary information with the County Auditor/Controller for Fiscal Year 23/24.

Vote: 4 - 0 Passed

Ordinance No. 2959 (Second Reading) Inclusionary Housing Program

Development Services Director Desatnik reviewed Ordinance No. 2959, explaining this was the second reading to amend Title 18 (zoning regulations) of the Redlands Municipal Code by adding chapter 18.230 for an Inclusionary Housing Program for the City of Redlands. As public comment, Bruce Laycook, of Human Good Affordable Housing, voiced concerns about in lieu fees and requested the Council exclude the moderate-income category altogether. Maribel Nunez, of Inland Equity Community Land Trust, suggested the ordinance still needed work and she reminded everyone the purpose of the document was to create more affordable housing.

Director Desatnik stated the Planning Commission had added the moderate-income category as a way to provide more flexibility to target moderate income groups. Council Member discussion zeroed in on income categories, affordable rents and the consideration of revising language. City Manager Duggan and City Attorney Garcia pointed out that if changes were made to the ordinance, it would require a re-introduction and a second reading before it could be incorporated into the City's Municipal Code.

On motion of Council Member Mario Saucedo, seconded by Mayor Eddie Tejeda, the City Council unanimously adopted, by roll call vote, Ordinance No. 2959 amending Title 18 (zoning regulations) of the Redlands Municipal Code by adding chapter 18.230 for an Inclusionary Housing Program for the City of Redlands.

Vote: 4 - 0 Passed

Amending Agreement for Field Survey / Plan Review

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of this agreement amendment is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; approved the First Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc., changing the name of the City's representative, and extending the end term of the agreement from October 19, 2023 to October 19, 2024 with an option to extend the agreement one additional year; and authorized an additional appropriation of $57,415 from the General Fund unassigned fund balance to Development Services FY 2023-24 Land Use Engineering Budget.

Vote: 4 - 0 Passed

Amending Agreement Software Licensing and Consulting Services

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the First Amendment to the Agreement with Liftoff, LLC for software licensing and consulting services.

Vote: 4 - 0 Passed

Resolution No. 8494 Appropriations Limit for FY 2023-2024

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8494 establishing a $158,949,814 appropriations limit for Fiscal Year 2023-2024 pursuant to Article XIII B of the California Constitution.

Vote: 4 - 0 Passed

Cal-ID/Identix Maintenance Payment

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the annual payment to San Bernardino County Sheriff's Department (Cal-ID/Identix) in the amount of $85,650 for Redlands Police Department's Fingerprint Identification Services.

Vote: 4 - 0 Passed

Resolution No. 8492 Investment of City Monies

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8492 authorizing the investment of City monies in the Local Agency Investment Fund and Rescinding Resolution No. 8278.

Vote: 4 - 0 Passed

Resolution No. 8493 Updating Authorized Signers

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8493 updating the Authorized Signers on all accounts held with U.S. Bank, N.A. and Rescinding Resolution No. 8279.

Vote: 4 - 0 Passed

COMMUNICATIONS

Resolution No. 8505 Denouncing Intolerance

Council Member Saucedo opened the discussion surrounding Resolution No. 8505, denouncing intolerance and encouraging respect, inclusivity, compassion and hospitality. He pointed out the City had seen an uptick in instances of hate and harassment in the community and this resolution was the result of his desire to respond to hate crimes and combat extremism. He added the way to stop hatred was to come together as a community. As public comment, Steve Rogers said the general intent of the resolution was positive, but he thought the approach was backwards and the Council should be subscribing to this behavior themselves, not mandating it for the residents. He strongly suggested the Council consider adopting a code of conduct and ethics policy for all employees, including themselves. Council Members Davis and Guzman-Lowery both agreed this was a good start to combat hate, but they were hoping to see this paired with actionable items.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously adopted, by roll call vote, Resolution No. 8505 denouncing intolerance and encouraging respect, inclusivity, compassion and hospitality.

Vote: 4 - 0 Passed

NEW BUSINESS

City Manager's Employment Agreement

Assistant City Manager McConnell reviewed the Amended and Restated City Manager Employment Agreement between the City and Charles M. Duggan, Jr. The agreement proposed several terms as identified in the staff report, including a seven percent (7%) increase to his salary, beginning July 1, 2023; a two percent (2%) increase to his salary beginning July 1, 2024; and a two percent (2%) increase to his salary over the prior year beginning July 1, 2025. As public comment, Steve Rogers questioned the timing of the new contract and thought it premature since all of the City's bargaining units had not agreed to terms. Bruce Laycook stated that in all his dealings with City Manager Duggan, he found him to be extremely knowledgeable and professional in every way. Council Member Saucedo and Mayor Tejeda added Mr. Duggan was doing an excellent job and

they fully supported this agreement.

On motion of Mayor Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the Amended and Restated City Manager Employment Agreement between the City of Redlands and Charles M. Duggan, Jr.

Vote: 4 - 0 Passed

City Attorney Employment Agreement

Assistant City Manager McConnell introduced the First Amendment to the City Attorney Employment Agreement between the City of Redlands and Yvette M. Abich Garcia. The First Amendment proposed several terms as identified in the staff report, including a seven percent (7%) increase to her salary, beginning July 1, 2023; a two percent (2%) increase to her salary beginning July 1, 2024; and a two percent (2%) increase to her salary over the prior year beginning July 1, 2025. As public comment, Steve Rogers opposed the salary increases for the City Manager and the City Attorney and he was disappointed the City had continued to ignore his recommendations regarding contract administration and the structure of the City's engineering functions. City Manager Duggan clarified that Mr. Rogers had referenced a letter from the state which concluded there was no evidence the City had violated any regulations. The City considered this matter closed. Mr. Rogers was allowed every opportunity to meet with staff to discuss other topics without any fear of retaliation.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the First Amendment to the City Attorney Employment Agreement between the City of Redlands and Yvette M. Abich Garcia.

Vote: 4 - 0 Passed

MOUs with RPFA, RPOA and RCSEA

Assistant City Manager McConnell provided background of the negotiation process leading to the proposed Memorandums of Understanding between the City of Redlands and the Redlands Professional Firefighters Association Redlands, the Redlands Police Officers Association, and the Redlands Civilian Safety Employees Association. All represented units received a seven percent salary increase for the first year of the contract and two percent salary increases in both years two and three. Other changes include elimination of the two-tier benefit contributions, increases in deferred compensation, the establishment of a medical trust for retiree health, increases in vacation accruals, and the addition of educational, training, and professional development incentives. As public comment, Steve Rogers didn't understand why only some of the bargaining units had agreed to the terms of their MOU and he raised concerns about recent investigations within the Police Department. City Manager Duggan stated that former Police Chief Chris Catren retired due to a serious back injury and not for any other reason.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Memorandums of Understanding negotiated by City staff between the City of Redlands and the Redlands Professional Firefighters Association Redlands, the Redlands Police Officers Association, and the Redlands Civilian Safety Employees Association.

Vote: 4 - 0 Passed

Amending So Cal Fleet Services Agreement & Resolution No. 8496 PO Modification

Facilities and Community Service Director Crocker introduced the Second Amendment to the Agreement with Southern California Fleet Services, Inc. to increase the total compensation for an amount not to exceed $2,887,000 and detailed Resolution No. 8496 amending Resolution No. 8331 to approve a Purchase Order Modification and First Amendment to a Non-Professional Services Agreement with Ken Grody Ford Redlands, LLC. to a not-to-exceed amount of $325,312 to provide Ford Original Equipment Manufacturer (OEM) parts and repair services for the City. 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.

On motion of Council Member Mario Saucedo, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Second Amendment to the Agreement with Southern California Fleet Services, Inc. to increase the total compensation for an amount not to exceed $2,887,000; and adopted Resolution No. 8496 amending Resolution No. 8331 to approve a Purchase Order Modification and First Amendment to a Non-Professional Services Agreement with Ken Grody Ford Redlands, LLC. to a not-to-exceed amount of $325,312 to provide Ford Original Equipment Manufacturer (OEM) parts and repair services for the City.

Vote: 4 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Tejeda and Council Member Saucedo enjoyed the Fourth of July activities and commended everyone for making the event such a big success.

ADJOURNMENT

There being no further action required the meeting adjourned at 7:21 P.M. The next regular meeting of the City of Redlands City Council will be held on July 18, 2023.

SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS

Chairman 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 Successor Agency.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Board Member Saucedo, seconded by Board Member Davis, the minutes of the regular meeting of June 6, 2023 were unanimously approved by roll call vote.

Vote: 4 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 7:22 P.M. The next regular meeting of the Agency will be held on September 5, 2023.