CITY OF REDLANDS

CITY COUNCIL
FINANCING AUTHORITY
A G E N D A S
MAY 16, 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

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

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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 Redlands Financing Authority of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

TUESDAY, MAY 16, 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: Existing Litigation - Government Code §54956.9(d)(1) (City Attorney Abich Garcia)

    1. Coyote Aviation, Inc. v. City of Redlands; San Bernardino Superior Court Case No. CIVDS 2203398

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

    3. Falconieri, et al. v. City of Redlands, San Bernardino Superior Court Case No. CIVSB2114106

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6:00 P.M.

D. **Reconvene City Council Meeting**

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

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

G. **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.)

H. **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 minutes of the regular meeting of May 2, 2023 (City Clerk Donaldson)

2. Approve recommendation for an appointment to the Airport Advisory Board (Mayor Tejeda and Councilmember Davis)

3. Adopt Resolution No. 8468 Annexation No. 25 declaring intent to annex territory into Community Facilities District 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Development Services Director Desatnik)

4. Adopt Resolution No. 8473 for a new connection to the City of Redlands water distribution system at 2340 Mentone Avenue (APN: 0298-295-12-0000) in the unincorporated community of Mentone, adopt Resolution No. 8474 relating to Pre-Annexation Agreement No. 23-09 and determine that adoption of the resolutions is exempt from environmental review pursuant to Sections 15303 and 15319 of the California Environment Quality Act (CEQA) guidelines (Development Services Director Desatnik)

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5. Adopt Resolution No. 8469 establishing a four-way stop controlled intersection to replace the current two-way stop control at the Elizabeth Street and Fountain Avenue intersection, and determine that adoption of the resolution 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)

6. Approve the Second Amendment to the Public Works Contract with Elecnor Belco Electric, Inc. for the University Street and Brockton Avenue Traffic Signal Improvement Project to extend the time for completion by one hundred twenty (120) calendar days (Municipal Utilities and Engineering Director Harris)

7. Reject all bids received for the Crosswalk Installation Project, Project No. 400024; bids received exceed the available budget and engineer's construction cost estimate for the Project (Municipal Utilities and Engineering Director Harris)

8. Approve the request for in-kind support for $3,930 related to the The Artlands Walk event hosted by The Artlands Creative to be held on June 3, 2023; approve a request to temporarily close East Vine from Cajon St to 6th Street; 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 (Assistant City Manager Boatman)

9. Approve the agreement with Assertive Security Services & Consulting Group, Inc., for security services at City-owned properties at 2151 Nevada St. and 1950 Nevada St. in an amount not-to-exceed $105,343.68 (Assistant City Manager Boatman)

I. **Communications**

1. Presentation of Sister Cities Hino, Japan visit delivered by Roy Cencirulo (Mayor Tejeda)

2. Conference Report- 2023 Regional Conference of the Southern California Association of Governments (SCAG) and General Assembly (Council Member Saucedo)

3. Presentation of the 2023 General Fund Revenue Review (Management Services/Finance Director Garcia)

4. Discussion and possible action to appoint a new City Treasurer to fill the vacancy or call a special election to fill the vacancy (Management Services Director Garcia)

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J. **Public Hearings**

1. Consideration of Ordinance No. 2957 – AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE OF REDLANDS, CALIFORNIA, IN ACCORDANCE WITH GOVERNMENT CODE SECTION 65858 EXTENDING A MORATORIUM ON CERTAIN NEW DEVELOPMENT PROJECTS FOR PROPERTIES LOCATED WITHIN THE COMMERCIAL INDUSTRIAL (EV/IC) DISTRICT OF THE EAST VALLEY CORRIDOR SPECIFIC PLAN THAT ARE IDENTIFIED ON THE LIST OF POTENTIAL HOUSING SITES PREPARED IN CONJUNCTION WITH THE CITY'S 2021-2029 HOUSING ELEMENT (6th CYCLE HOUSING ELEMENT UPDATE)
   (Mayor to declare meeting open as a public hearing)

   A. Consideration of a determination of exemption pursuant to Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines; and consideration of Ordinance No. 2957 extending a temporary moratorium on certain development projects for properties located within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan that are identified on the list of housing sites in the City's 2021-2029 Housing Element. (Development Services Director Desatnik)

K. **New Business**

1. Consideration of a Professional Services Agreement with Richard Brady & Associates, Inc. to engineer and design standby generators to be constructed at four (4) water facilities for an amount not-to-exceed $507,549, and determination that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

2. Consideration of a construction contract with Onyx Paving Company, Inc. for the 2022 Alley Paving Improvement Project for an amount not-to-exceed $2,082,000; and determination that the Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

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

M. **Adjournment**
The next regular meeting of the City Council will be held on June 6, 2023

N. **Redlands Financing Authority**

1. Call regular meeting of the Board of Directors of the Redlands Financing Authority to order

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2. **Public Comment - Redlands Financing Authority**
(At this time, the Redlands Financing Authority will provide an opportunity for the public to address them on any subject, within its jurisdiction, 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 January 17, 2023 (Secretary Donaldson)

4. Adjourn Redlands Financing Authority meeting
The next Redlands Financing Authority meeting will be held on September 19, 2023

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 meeting begins.

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

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

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City Council/Financing Authority Meeting **H. 1.**

DATE: 05/16/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the regular meeting of May 2, 2023 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of May 2, 2023.

Attachments

Regular meeting minutes of May 2, 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 May 2, 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; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Interim Police Chief

Mayor Tejeda called the meeting to order. He announced that due to child care needs that preclude in-person attendance at the meeting, Council Member Denise Davis has chosen to attend tonight's City Council meeting via teleconference under AB 2449 "Just Cause". This is the first of two allowable Just Cause exceptions under AB 2449.

The Mayor offered the public an opportunity to provide comment on any item on the agenda for the closed session and comments could be presented in-person, via Zoom, via cell phone or landline.

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

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

a. Davis v. City of Redlands, et al., San Bernardino Superior Court, Case No. CIVSB2132368

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Council Member Guzman-Lowery and an announcement with great sadness and sorrow, that City Treasurer Robert Dawes had passed away last weekend. The pledge of allegiance to the American flag was conducted by the Aztec Harmonies Honor Choir of Arroyo Verde Elementary School.

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 “Sandy”, an eight-year-old female German Shepherd mix who is available for adoption, along with thirty-nine other dogs and seventeen cats at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been twenty-one dogs adopted in April 2023.

Proclamation 125th Anniversary A.K. Smiley Public Library

Mayor Pro Tem Barich presented a Proclamation recognizing the 125th Anniversary of A.K. Smiley Public Library to Board President Bill Hatfield, Board Members Kate Pretorius and Rosa Gomez, Library Director Don McCue, Library Archivist Nathan Gonzalez and Library Clerk Monica Kalapaca.

Proclamation National Salvation Army Week

Council Member Saucedo presented a Proclamation recognizing May 15-21, 2023, as National Salvation Army Week in the City of Redlands to Mike Delgado and Naomi Goforth.

PUBLIC COMMENT

HRC Sponsored Health Fair - Chairperson Kenneth Ford invited everyone to attend a health fair sponsored by the Human Relations Commission scheduled for May 20, 2023, 9-2:00 P.M. at Texonia Park.

Teamsters Support - Rich Smith, representing the Teamsters Local 1932, was disappointed that during bargaining unit negotiations, the City Council appeared to be resisting change, and he added that excuses such as "we do it this way because it has always been done this way" was not acceptable. Several Teamsters were present in the Chambers with many more outside showing their support of unions.

AAPI Month - Dr. Sam Wong encouraged the Council to recognize Asian American Pacific Islanders and their heritage in the month of May 2023.

Lack of Housing - Robert Garrity stated there was a lack of housing in Redlands and he urged the Council to support projects intended to fill the need.

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 April 18, 2023.

Vote: 5 - 0 Passed

Proclamation National Salvation Army Week

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 issuance of a proclamation recognizing May 15-21, 2023, as National Salvation Army Week in the City of Redlands.

Vote: 5 - 0 Passed

Proclamation Asian American Pacific Islander Heritage Month

Mayor Tejeda presented a Proclamation declaring May 2023, as Asian American Pacific Islander Heritage Month to Dr. Sam Wong.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring May 2023, as Asian American Pacific Islander Heritage Month.

Vote: 5 - 0 Passed

Proclamation 125th Anniversary A.K. Smiley Public Library

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 issuance of a proclamation recognizing the 125th Anniversary of the Gifting of A.K. Smiley Public Library.

Vote: 5 - 0 Passed

Resolution No. 8452 Destruction of Public Records

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. 8452 approving the destruction of certain public records in the City Manager's Office.

Vote: 5 - 0 Passed

Resolution No. 8441 Destruction of Public Records

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. 8441 approving the destruction of certain public records in the Human Resources/Risk Management Division.

Vote: 5 - 0 Passed

Resolution No. 8465 Destruction of Public Records

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. 8465 approving the destruction of certain public records in Management Services/Finance Department.

Vote: 5 - 0 Passed

Officer De-Escalation Training

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the sole source purchase of an Apex Officer Pro Training Simulator and Apex Officer X2 Hardware Upgrade from Govred Technology, Inc. in the amount of $73,406.25 for officer de-escalation training.

Vote: 5 - 0 Passed

Resolution No. 8434 Annual SLD and LMD Assessments

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. 8434 initiating proceedings to continue levying assessments, appointing an assessment engineer, and ordering the preparation of the Engineer's Reports for Street Lighting District No. 1 and Landscape Maintenance District No.1.

Vote: 5 - 0 Passed

Emergency Operations Center Furniture PO

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously authorized, by roll call vote, a purchase order with Watson Furniture Group for the Emergency Operations Center office reconfiguration in the amount of $115,623.87 through master cooperative agreement No. 00318.

Vote: 5 - 0 Passed

Facility Use Agreement Redlands Theatre Festival

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 Facility Use Agreement with Redlands Theatre Festival is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act Guidelines; and approved the Facility Use Agreement with Redlands Theatre Festival for use of the Sewall Theatre within Prospect Park.

Vote: 5 - 0 Passed

Automated Refuse, Recycling, Green Waste & Organic Waste Collection

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 agreement for the provision of the rerouting and route optimization of residential automated refuse, recycling, green waste, and organic waste curbside collection and commercial recycling routes with RouteSmart Technologies is exempt from further environmental review pursuant to Section 15061(b)(3) of the state's guidelines implementing the California Environmental Quality Act; and approved an agreement with RouteSmart Technologies for the Rerouting and Route Optimization of residential automated refuse, recycling, green waste, and organic waste curbside collection and commercial recycling routes for the amount of $97,380.

Vote: 5 - 0 Passed

Redlands Festival of Arts Event

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 Redlands Festival of Arts event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the state's guidelines implementing the California Environmental Quality Act; approved the request by the Redlands Arts Festival, Inc. to hold the Redlands Festival of Arts event on May 27-28, 2023, authorized the sale and consumption of alcoholic beverages during the event and the expenditure of City resources and in-kind support in the amount of $4,363; and authorized the closure of 4th Street and Eureka Street from 10:00 a.m. on May 27, 2023, through 5:00 p.m. on May 28, 2023.

Vote: 5 - 0 Passed

Orange Street Alley Park Umbrellas

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 aging inventory of umbrellas within the Orange Street Alley Park is surplus property; and approved the donation of surplus Orange Street alley umbrellas to the Redlands Visitor Center.

Vote: 5 - 0 Passed

Vehicle Lease Agreement Toyota of Redlands

Staff requested this item be removed from the agenda, to be considered at a future City Council meeting.

COMMUNICATIONS

WWTP Awards Recognition

Municipal Utilities and Engineering Director Harris was proud to announce Wastewater Treatment Plant employees and the facility itself received 2023 California Water Environment Association Santa Ana River Basin awards during the annual CWEA SARBS banquet held at Disneyland. MUED employees were recognized for their outstanding professional achievements. Employees included, Jung Park, Laboratory Manager, Supervisor of the Year, Ivan Pedraza, Laboratory Analyst, Laboratory Person of the Year, Karla Siordia, Laboratory Analyst, Laboratory Person of the Year and Shannon Simmers, Regulatory Compliance Officer. Additionally, the City's Wastewater Treatment Plant was recognized as the CWEA SARBS Wastewater Treatment Plant of the Year.

2023 Regional SCAG Conference Voting Delegate

Mayor Tejeda opened the discussion to consider designating a Voting Delegate to represent the City at the 2023 Regional Conference of the Southern California Association of Governments (SCAG) and General Assembly. As public comment, Greg Brittain voiced concerns that SCAG's authority had grown too powerful, and he urged the delegates to vote to preserve the City's way of life and to avoid limiting housing.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, to designate Council Member Mario Saucedo to serve as the voting delegate and Mayor Pro Tem Barich to serve as the alternate voting delegate at the 2023 Regional Conference of the Southern California Association of Governments (SCAG).

Vote: 5 - 0 Passed

PUBLIC HEARINGS

Resolution. No. 8464 - Street Vacation No. 189

Mayor Tejeda declared the meeting open as a public hearing and called on Principal Planner Sean Reilly for a review of Resolution. No. 8464, Street Vacation No. 189, to consider a request to vacate a portion of excess street right-of-way that is 30 feet in width and approximately 927 feet in length, and totaling approximately 27,805 square feet in area, located on the north side of Edgemont Drive along the property frontages of 212 and 226 Edgemont Drive. The Applicant, Aysar Helo, explained that authorizing the street vacation would remove the right-of-way from his property. One written comment was received from Steve Rogers, who objected to the Council approving the vacation without the appropriate review and oversight of the City Engineer. With no further discussion, the Mayor closed the public hearing.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, Resolution No. 8464 to vacate a portion of excess street right-of-way (Street Vacation No. 189) that is 30 feet in width and approximately 927 feet in length, and totaling approximately 27,805 square feet in area, located on the north side of Edgemont Drive along the property frontages of 212 and 226 Edgemont Drive (APNs: 0294-141-33-0000 and 0294-141-12-0000). The proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.

Vote: 5 - 0 Passed

Resolution No. 8471 HSPC Decision Appeal

Mayor Tejeda declared the meeting open as a public hearing and called on Principal Planner Sean Reilly for a detailed report on an Appeal of the Historic and Scenic Preservation Commission's decision to deny Demolition Permit No. 357, related to a request to demolish a 2,794 square foot single family dwelling over 50 years of age located at 130 Sierra Vista Drive by Bryan and Celina McKernan. Consultants Alexandra Perlman and John LoCascio, of Historic Resources Group (HRG), identified the methods they used to perform the integrity analysis and examine the property. It was determined that the home was not eligible for inclusion in the National Register of Historic Places or the California Register of Historical Resources, and not eligible for designation as a City of Redlands Historic Landmark or Historic Resource. The property had undergone substantial alterations and no longer retained sufficient integrity to convey any potential significance under the required criteria to be eligible for listing. A peer review, performed by ECORPS, concurred with HRG's conclusions. Appellant Celina McKernan expressed disappointment with the Historic and Scenic Preservation Commission (HSPC) decision to deny the demolition and reminded everyone the subject property was currently not recorded in the City's list of local historic resources.

As public comment, Kathleen Beall and John P Beall passionately spoke of the unique aspects of this mid-century modern house and its architect, Clare Henry Day. They recently submitted an application, along with other appropriate documents, to nominate 130 Sierra Vista for inclusion on the Local Historic Resource List and it was their opinion that property rights were not an issue because no property was being taken away from the owners. They reminded everyone that demolitions were permanent actions. City Attorney Garcia clarified the nomination paperwork was an application to add the property to the Resource List and would not pause any actions related to the property at this time. Six written comments were received, with four requesting the Council deny the appeal, one requesting approval of the appeal and one requesting the Council consider sending this back to the HSPC. As rebuttal, Morgan Gallagher, representing Bryan and Celina McKernan, urged the Council to consider the experts who evaluated the property, with both consultants coming to the same conclusion. Mayor Tejeda closed the public hearing.

Council Members agreed this was a tough decision to make. Several comments were raised and discussed, including the merits of the two consultant's reports that were in opposition to the opinions of the H&SP Commissioners, the guidelines as spelled out in the Municipal Code and a suggestion from Mayor Tejeda to preserve the home by soliciting a buyer who could move the property to another location.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council approved, by roll call vote, Resolution No. 8471 to uphold the appeal and reverse the Historic and Scenic Preservation Commission's decision to deny Demolition Permit No. 357 and to approve Demolition Permit No. 357, to demolish a 2,794 square foot single family dwelling over 50 years of age located at 130 Sierra Vista Drive (APN: 0176-173-09-0000).

Vote: 3 - 2 Passed

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

NEW BUSINESS

ESRI Enterprise License Agreement

Claudia Caceres, GIS Supervisor, explained the need for the Enterprise License Agreement with Esri for mapping software and services for a period of three years in the amount not-to-exceed $273,409.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the Enterprise License Agreement with Esri for a period of 3 years at an amount not-to-exceed $273,409 for mapping software and services.

Vote: 5 - 0 Passed

Resolution No. 8439 Flag Display Policy

City Attorney Abich Garcia provided a timeline and background of the request to amend the Display Policy for the United States, State, Local and Other Flags to Authorize the Flying of the Rainbow Pride Flag at City Hall in the Month of June. She explained the First Amendment does not require the government to allow all speech on city property and she reviewed the U.S. Supreme Court decision acknowledging that when the government has a clear policy and guidelines, the government may advance its own speech without requiring viewpoint neutrality when the government itself is the speaker, so long as the government speech does not show religious preference or encourage a certain vote in an election.

As public comment, twenty-two people supported amending the existing policy to allow the Pride flag to fly in the month of June, as a visible sign that the City supports and protects marginalized groups and is committed to creating a safe and welcoming community for all. Eight people were opposed to flying the Pride flag and thought the change in policy was divisive, showing a preference for one group over another. They recommended the City retain its current flag display policy authorizing only the US, state, local and MIA/POW to fly on City poles.

Each Council Member offered their perspectives on the matter. Council Members Davis and Guzman-Lowery were in support of amending the policy and noted that the Pride flag was already being flown at the state level and on some federal sites and this action would put

Redlands in alignment with the City's Strategic Plan, promoting diversity, equity and inclusion. Council Member Saucedo said the US flag already promoted inclusivity, representing all people. Furthermore, he supported the LGBTQ+ community and was in favor of anyone who chose to fly the Pride flag on their own private property. Mayor Pro Tem Barich was uncomfortable giving preference to one group over another. Mayor Tejeda was concerned about the Supreme Court decision and was worried that approving the policy might handcuff future city councils. He said there was no guarantee future council members would support this. Council Members were appreciative of all the speakers who took the time to address the Council.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council failed to approve, by roll call vote, Resolution No. 8439 amending the Display Policy for the United States, State, Local and Other Flags to Authorize the Flying of the Rainbow Pride Flag at City Hall in the Month of June. With the motion failing, Resolution No. 6633 will remain as the City display policy for flags, restricting the use of city-owned flag poles to display only the U.S., State of California and City of Redlands flags and the POW/MIA flag.

Vote: 2 - 3 Failed

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

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Tejeda and Council Member Saucedo participated in the Community Day of Service. Improvements to Israel Beal Park were quite significant.

Mayor Pro Tem Barich attended the Fire Department Promotion and Awards Ceremony. He hosted the Mayor of Freemont, CA and provided a tour of Step Up in Redlands, showing off the facility as an example of ways to deal with homelessness.

Council Member Davis was proud of the Redland Youth Council's efforts during the recent resource fair held at Step Up in Redlands.

ADJOURNMENT

The meeting adjourned at 9:48 P.M. in memory of City Treasurer Robert Dawes. Each Council Member expressed their sympathy for the loss of such a great man, who served selflessly in so many ways and touched the lives of us all. He will be greatly missed. The next regular meeting of the City of Redlands City Council will be held on May 16, 2023.

SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS

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

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Vice Chair Barich, seconded by Board Member Saucedo, the minutes of the regular meeting of April 4, 2023 were unanimously approved, by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 9:49 P.M. The next regular meeting of the Agency will be held on June 6, 2023.

City Council/Financing Authority Meeting **H. 2.**

DATE: 05/16/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for an appointment to the Airport Advisory Board (Mayor Tejeda and Councilmember Davis)

MOTION:

I move to reappoint Jason Golembeski to serve another four-year term on the Airport Advisory Board ending May 1, 2027.

RECOMMENDATION:

Pursuant to the Redlands Municipal Code, appointments to this board are made by the Mayor and approved by the City Council. However, Mayor Tejeda has expressed his desire to rotate recommendations for commission/board appointments among the City Council members. Councilmember Davis has been delegated authority by Mayor Tejeda to make the recommendation for this appointment. It is recommended by Mayor Tejeda and Councilmember Davis to reappoint Jason Golembeski to serve another four-year term on the Airport Advisory Board ending May 1, 2027.

DISCUSSION:

Airport Advisory Board Member Jason Golembeski's term expired on May 1, 2023. Board member Golembeski is seeking re-appointment. In April, the City issued a public notice soliciting applications for the Airport Advisory Board. The public notice was concurrently aired on Redlands TV and posted on the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. No new applications were received and six applications from a previous posting were included for consideration. After reviewing all applications, Jason Golembeski is recommended for re-appointment for another four-year term ending on May 1, 2027.

The Airport Advisory Board consists of seven members as follows:

- Karl Grove
- Jason Golumbeski (term 5.1.23)
- Thomas Cook
- Nathan Freeman
- Robert Pearce
- Dennis Nodine
- Deborah Forthun

ALTERNATIVE:

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

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Airport Public Notice
Airport Advisory Applications

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

PUBLIC NOTICE

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

AIRPORT ADVISORY BOARD

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

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

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

Applications will be accepted until May 4, 2023.

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

04/20/23

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

MAR – 6 2023

Received

COMMISSION\BOARD APPLIED FOR

Airport Advisory Board

Name Johnny Ghazal, PE, QSD

Address [redacted]

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

Email [redacted]

Occupation Civil Engineer

Reasons for desiring to serve – relevant experience and qualifications:

Please see attached letter

Signature _____ **Date** 03/06/2023

** 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) Carlos Zamano, PE
Public Works Director/City Engineer
City of Highland
Telephone [redacted]

(2) Patrick Johnson, PE
Director of B&S
Willdan Engineering
Telephone [redacted]

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

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

March 6, 2023

Office of the City Council
c/o Office of the City Manager
35 Cajon Street, suite 200
Redlands, CA 92373

Dear Honorable Mayor and City Council members:

I am writing to express interest in serving on the Airport Advisory Board. As a long time resident of this amazing community, I'm excited for the opportunity to support and improve our city and municipal airport.

I'm a registered civil engineer with over 20 years of experience in private and public sector projects and have dedicated my career to improving communities through these projects. The past 16 years of my work experience has largely involved serving public agencies throughout the Inland Empire, providing Public Works and City Engineering services.

It would be a privilege to use my skills and experience in service to the Airport Advisory Board.

Thank you in advance for your time and consideration.

Sincerely,

Johnny T. Ghazal, PE, QSD

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

MAR - 6 2023

Received

COMMISSION\BOARD APPLIED FOR
Airport Advisory Board

Name Dr. Robert LaChausse

Address [redacted]

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

Email [redacted]

Occupation Professor

Reasons for desiring to serve – relevant experience and qualifications:

I have been a pilot (ASEL/IFR rating) for 20 years.
My home airport has been Redlands (KREI) for the past 8 years.
I volunteer regularly in the community- Redlands Bicycle Classic and have previously served on State-wide commissions and local advisory boards.

Signature [signature] **Date** 3-05-23

** 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) Kim Clark

Telephone [redacted]

(2) R. Sam Price

Telephone [redacted]

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

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

City Manager's Office

JAN 24 2023

Received

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Airport Advisory Board

Name Ken Birkett

Address [redacted]

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

Email [redacted]

Occupation Fundraiser at City of Hope

Reasons for desiring to serve – relevant experience and qualifications:

I want to be more involved in the community by being a part of the decision making process. I lead several non-profit boards. I enjoy collaborating with others for the well being of the community.

Signature [signature] **Date** 1/24/23

** 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) Mark Edwards

Telephone [redacted]

(2) Brent Loescher

Telephone [redacted]

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

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

✓ address verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR
Airport Advisory Board

Name Jon Hamilton

Address [redacted]

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

Email [redacted]

Occupation Director of Administrative Services/Attorney

Reasons for desiring to serve – relevant experience and qualifications:

As a pilot and Redlands Airport Assocation member, I am interested in preserving the history of the Redlands Airport and seeing it progress to serve the citizens, businesses, and aviation community. As a director in at a local city, I am familiar with how a commission functions.

Signature _____ **Date** May 31, 2022

** 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) Tenice Johnson
City Council Member
City of Montclair
Telephone [redacted]

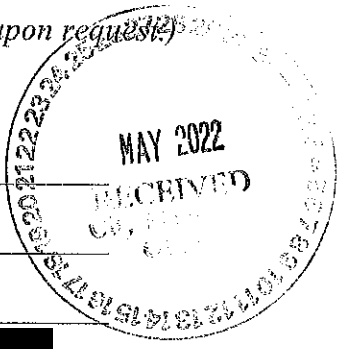
(2) Ed Reece
Mayor Pro Tem
City of Claremont
Telephone [redacted]

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

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

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR
Airport Advisory Board Position

Name Joseph Fass

Address [redacted]

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

Email [redacted]

Occupation Retired - Health Care Finance Industry

Reasons for desiring to serve – relevant experience and qualifications:

It is important for the advisory board to have residents who are not affiliated with the airport to provide balance to the board for citizen representation and input. I reside in a housing tract adjacent to the airport and can provide meaningful input and guidance to the City of Redlands in finding balance for the needs of both surrounding neighborhoods and ongoing airport operations.

Signature [signature] **Date** 5/19/2022

**** 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) Angela Lalas
Senior VP Finance
Loma Linda University Health
Telephone [redacted]

(2) Rebecca Petersen
Teacher, Judson Brown
Redlands, CA
Telephone [redacted]

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

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

address verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR

Airport Advisory Board

Name: Philip Starbuck

Address: [redacted]

Telephone ([redacted]

Occupation: Retired Engineer/Consultant

Reasons for desiring to serve – relevant experience and qualifications:

As a student pilot, member of the Redlands Flying Club, and someone who's career has and continues to be involved in many aspects of aviation, both civil and military. I have taken an interest in the community resource that is Redlands Municipal Airport. I believe that an airport represents an asset to the community much as a park, library, or performance space. All these things and more are necessary for a city to be successful, and I appreciate and enjoy all of them here in Redlands. My interest in being selected for the Airport Advisory Board is to assist in continuing to make Redlands the "Jewel of the Inland Empire".

Signature _____ **Date** 30 May 2022

**** 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) Ingrid Biglow [redacted]

(2) Jan Hudson [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager

Suite 200,

35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR
by email to RedlandsOCM@cityofredlands.org

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

address verified

City Council/Financing Authority Meeting **H. 3.**

DATE: 05/16/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8468 Annexation No. 25 declaring intent to annex territory into Community Facilities District 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Development Services Director Desatnik)

MOTION(S):

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

1. I move that the City Council determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to adopt Resolution No. 8468.

RECOMMENDATION:

Staff recommends City Council adopt Resolution No. 8468 declaring intent to annex territory into Community Facilities District No. 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The City Council established Community Facilities District No. 2004-1 (CFD) for the purpose of providing certain services which are necessary to meet demands placed upon the City by development. The City Council is being asked to consider Resolution No. 8468, a Resolution of Intention to annex territory into the CFD.

City staff received a petition from GS Redlands LLC requesting annexation of its property into the CFD for the maintenance of infiltration trenches, infiltration Basins, storm drain facilities, landscaping, and street trees within and adjacent to Tract Map No. 20065, Assessor's Parcel Numbers 0174-711-01 through 30 as shown on Attachments C and D. This annexation is for the properties on the south side of East Highland Avenue and West of Redlands Street. Tract Map No. 20065 was approved by the City Council on April 19, 2022. If Resolution No. 8468 is adopted, a public hearing will be scheduled for the City Council meeting on June 20, 2023.

The proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA) as it has been determined there is no possibility the annexation of the proposed project will result in an environmental impact.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Yvette A. Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Discussion:

There is no financial impact. All costs associated with the annexation are paid by the developer.

Attachments

Resolution No. 8468
Signed Petition
Attachment C. APN Map
Attachment D. Aerial

RESOLUTION NO. 8468

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS AND ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 25)

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has established Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District") for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, it is necessary that certain parcels of property be annexed to the Community Facilities District in order that they may be developed and receive the benefit of services which will be financed by the annual levy of special taxes on said property sufficient to pay the costs of such services and costs incidental thereto; and

WHEREAS, the current Rate and Method of Apportionment of Special Tax (the "Rate and Method") set forth in Exhibit B hereto, requires that Special Tax for all parcels increase annually in accordance with the Los Angeles-Riverside-Orange County Consumer Price Index (the "LRO Index"); and

WHEREAS, the LRO Index no longer exists and has been replaced by the Riverside-San Bernardino-Ontario Consumer Price Index (the "RSO Index"); and

WHEREAS, it is necessary for the Rate and Method to be modified to reference the RSO Index, as the LRO Index no longer exists; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," to annex territory to the Community Facilities District by complying with the procedures set forth in said Article 3.5;

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

Section 1. **Recitals**. The above recitals are true and correct and are hereby incorporated into this resolution.

Section 2. **Name of District**. The name of the existing Community Facilities District is "Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California."

Section 3. **Amendment of Rate and Method.** The reference to the "Los Angeles-Riverside-Orange County" Consumer Price Index in Section C of the Rate and Method is hereby replaced with the "Riverside-San Bernardino-Ontario Consumer Price Index." No other portion of the Rate and Method shall be amended.

Section 4. **Intention**. The City Council declares its intention to conduct proceedings pursuant to said Article 3.5 for the annexation to the Community Facilities District of the territory described in Exhibit "A" attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

Section 5. **Description of Territory Proposed To Be Annexed; Annexation Map**. The territory that is included in the Community Facilities District is described on the map of the Community Facilities District recorded on May 18, 2004, in Book 76 of Maps of Assessment and Community Facilities Districts, page 94, and as Instrument No 2004-0347327 in the official records of the County of San Bernardino. The territory proposed to be annexed to the Community Facilities District is described in Exhibit "A" attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Annexation Map No. 25, Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California," which is on file with the City Clerk (the "Annexation Map").

Section 6. **Types of Services; Incidental Expenses; Plan for Providing Services**. The services to be provided and financed by the Community Facilities District include the maintenance of infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street trees within letter lot "A" and street right-of-way adjacent to Tract Map No. 20065, and any other public services authorized by the Act, in the area of the Property and the Community Facilities District. The Community Facilities District shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out its authorized purposes. The services described above shall be provided, as needed, throughout the Community Facilities District and the territory proposed to be annexed thereto for the benefit of all owners of property and residents of the Community Facilities District and the territory proposed to be annexed thereto. All owners of taxable parcels of property within the Community Facilities District and the territory proposed to be annexed thereto shall pay special taxes at the same rate to finance the annual cost of providing such services. The services to be provided and financed by the Community Facilities District, as previously described, are necessary to meet increased demands placed upon the City as a result of development occurring within the Community Facilities District and the territory proposed to be annexed thereto.

Section 7. **Special Taxes**. Except where funds are otherwise available, special taxes sufficient to pay the costs of the services described in Section 6 above and the annual administrative expenses of the City and the Community Facilities District in determining, apportioning, levying and collecting such special taxes, shall be annually levied within the territory proposed to be annexed to the Community Facilities District. Pursuant to Section 53340 of the California Government Code, the special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and

the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B," attached hereto and by this reference made a part hereof. The property within the territory proposed to be annexed shall be assigned at the rate set forth for Special Tax Rate Category G as set forth in Exhibit "B" attached hereto and for Fiscal Year 2023-24, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in Exhibit "B" attached hereto, subject to annual increases beginning in Fiscal Year 2024-25 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B".

Section 8. **Adoption of Annexation Map**. Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map as the map of the area proposed to be annexed to the Community Facilities District. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation Map in her office and shall file a copy of the Annexation Map with the County Recorder of the County of San Bernardino no later than 15 days prior to the date of the hearing specified in Section 9 hereof.

Section 9. **Hearing**. A public hearing on the proposed annexation of said territory to the Community Facilities District shall be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on June 20, 2023, in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, or via teleconference as directed by the City due to COVID-19 social distancing guidelines.

Section 10. **Notice**. The City Clerk shall publish a notice of the time and place of said hearing as required by Section 53322 of the California Government Code, and shall also give notice of the hearing by first class mail to each registered voter and landowner within the territory proposed to be annexed to the Community Facilities District as prescribed by Section 53339.4 of said Code. Said notice shall be published at least seven (7) days and mailed at least fifteen (15) days before the date of the hearing and shall contain the information required by said Section 53339.4.

Section 11. **Description of Voting Procedures**. The voting procedures to be followed in conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed to the Community Facilities District shall be as follows:

(a) If at the time of the close of the public or protest hearing (hereinafter referred to as the "protest hearing") at least 12 persons are registered to vote within the territory proposed to be annexed to the Community Facilities District, the election shall be conducted by the City Clerk and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the California Government Code ("Section 53326") and pursuant to the applicable provisions of law regulating elections of the City, insofar as they may be applicable, and pursuant to Section 53326 the ballots for the election shall be distributed to the qualified electors of the territory proposed to be annexed to the Community Facilities District by mail with return postage prepaid and the election shall be conducted as a mail ballot election.

(b) If at the time of the close of the protest hearing, and for at least the preceding 90 days, less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District, and pursuant to Section 53326, the vote is, therefore, to be by the landowners of that territory, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns, the election shall be conducted by the City Clerk as follows:

(1) The election shall be held on the earliest date following the conclusion of the protest hearing upon which it can be held pursuant to Section 53326 which may be selected by the City Council, or such earlier date as the owners of land within the territory proposed to be annexed to the Community Facilities District and the City Clerk agree and concur is acceptable.

(2) Pursuant to Section 53326, the election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the territory proposed to be annexed to the Community Facilities District waive the time limits for conducting the election set forth in Section 53326 by unanimous written consent and the City Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(3) Pursuant to Section 53326, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid or by personal service.

(4) Pursuant to applicable provisions of law regulating elections of the City which govern the conduct of mail ballot elections, and Division 4 (commencing with Section 4000) of the California Elections Code with respect to elections conducted by mail, the City Clerk shall mail or deliver to each qualified elector an official ballot in a form specified by the City Council in the resolution calling the election, and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a statement pursuant to Section 9401 of the said Code, an impartial analysis by the City Attorney pursuant to Section 9280 of the said Code with respect to the ballot proposition contained in the official ballot, ballot arguments and rebuttals, if any, pursuant to Sections 9281 to 9287, inclusive, of said Code, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of this resolution; provided, however, that such statement, analysis and arguments may be waived with the unanimous consent of all the landowners of the territory proposed to be annexed to the Community Facilities District and shall be so stated in the resolution adopted by the City Council calling the election.

(5) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter, and

shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the territory proposed to be annexed to the Community Facilities District.

(6) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(7) The information-to-voter form to be mailed or delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5:00 o'clock p.m. on the date of the election.

(8) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election and shall file a statement with the City Council at its next regular meeting regarding the results of such canvass and the election.

The procedures set forth in this section for conducting the election may be modified as the City Council may determine to be necessary or desirable by a resolution subsequently adopted by the City Council.

ADOPTED, SIGNED, AND APPROVED this 16th day of May, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, Deputy City Clerk of the City of Redlands, hereby certify that the foregoing resolution was adopted by the City Council at a regular meeting thereof held on the 16th day of May, 2023 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
ANNEXATION NO. 25 TO
COMMUNITY FACILITIES DISTRICT NO. 2004-1
CITY OF REDLANDS, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor's Parcel Nos.:

0174711010000
0174711020000
0174711030000
0174711040000
0174711050000
0174711060000
0174711070000
0174711080000
0174711090000
0174711100000
0174711110000
0174711120000
0174711130000
0174711140000
0174711150000
0174711160000
0174711170000
0174711180000
0174711190000
0174711200000
0174711210000
0174711220000
0174711230000
0174711240000
0174711250000
0174711260000
0174711270000
0174711280000
0174711290000
0174711300000 Exempt

EXHIBIT "B"

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CITY OF REDLANDS

A Special Tax (the "Special Tax") shall be levied on and collected from each Parcel of Taxable Property (defined below) in Community Facilities District No. 2004-1 (the "District"), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2004, in an amount determined by the City Council of the City of Redlands, acting in its capacity, as the legislative body of the District (hereinafter as the "Council"), by applying the rate and method of apportionment set forth below. All of the real property in the District, unless exempted by law or by the provisions herein, shall be taxed for the purposes, to the extent, and in the manner provided herein.

A. DEFINITIONS

"Additional Maintenance" means the maintenance of landscaping for Parcels assigned to a Special Tax Rate Category in addition to the Basic Maintenance, including, but not limited to, the maintenance of significant open space, citrus groves, firebreaks, and extensive medians and parkways.

"Additional Maintenance Rate Per Benefit Unit" means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on Parcels of Taxable Property assigned to a Special Tax Rate Category to pay the cost of Additional Maintenance, if any, for such Parcels, including, but not limited to, the City's administrative costs in levying and collecting the Special Tax and managing and administering the Additional Maintenance in such Fiscal Year.

"Basic Maintenance" means the normal maintenance of basic landscaping within the District, including, but not limited to, parkways, open space areas, medians, and street trees and the associated maintenance of bushes, shrubs, and ground cover.

"Base Rate Per Benefit Unit" means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on all Parcels of Taxable Property in the District to pay the estimated cost of the Basic Maintenance, including, but not limited to, the City's administrative costs in levying and collecting the Special Tax and managing and administering the Basic Maintenance in such Fiscal Year.

"Benefit Unit" means a Single-family residential lot or dwelling unit or the equivalent. Commercial property is assigned Benefit Units based on acreage with the basis being four (4) Benefit Units per acre, consistent with the average residential density in the City. Industrial Property is assigned Benefit Units based on acreage with the basis being two (2) Benefit Units per acre. A multi-family property is assigned 60 percent of one Benefit Unit per dwelling unit and Religious Property is assigned two (2) Benefit Units per acre.

"City" means the City of Redlands.

"Council" has the meaning set forth in the preamble.

"Commercial Property" means any Parcel that is used for the purpose of selling, distributing, or furnishing a product or service.

"Development" means any approved development and/or improvement of property resulting in the recordation of a final map or the issuance of a building permit.

"District" has the meaning set forth in the preamble.

"Exempt Property" means property that is exempt from the levy of the Special Tax, including all publicly owned or dedicated property, sliver parcels, common lots, open space, and any other property that cannot be developed.

"Fiscal Year" means the period from and including July 1st of any year to and including the following June 30th.

"Industrial Property" means any Parcel that is used for the purpose of manufacturing a product.

"Land Use Category" means any of the categories contained in Table 1 to which Parcels of Taxable Property are assigned consistent with the land use approvals that have been received or proposed for the Parcel as of March 1 preceding the beginning of a Fiscal Year.

"Maximum Special Tax Rate(s)" means the Maximum Special Tax Rate(s) per Benefit Unit for Parcels in all Special Tax Rate Categories that can be levied by the Council in any Fiscal Year as determined pursuant to Section C. The Maximum Special Tax Rates per Benefit Unit for Parcels in all Special Tax Rate Categories, including the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, as set forth in Table 2, shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005, for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

"Multi-family Residential Property" means any Parcel of residential property that consists of a building or buildings comprised of attached residential units available for rental, but not purchase, by the general public and under common ownership and/or management.

"Parcel" means a lot or Parcel of land that is identified by an Assessor's Parcel Number in the Tax Assessment Roll of the County Assessor of the County of San Bernardino.

"Religious Property" means any Parcel used as a place of worship or for other religious activities.

"Single-family Residential Property" means any Parcel of residential property that is or will be improved with a building comprised of attached or detached residential units available for purchase or rent by the general public.

"Special Tax(es)" means the Special Tax to be levied in each Fiscal Year on each Parcel of Taxable Property.

"Special Tax Rate Category" means any of the categories identified in Table 2 to which Parcels of Taxable Property in a Development are assigned based on the cost of the Basic Maintenance and the cost of the Additional Maintenance, if any, which will be provided to such Parcels.

"Taxable Property" means Parcels that are not Exempt Property.

B. ASSIGNMENT TO LAND USE CATEGORY

Parcels of Taxable Property in a Development shall be assigned to the appropriate Land Use Category contained in Table 1. Such Parcels shall also be assigned to the appropriate Special Tax Rate Category contained in Table 2, based on the estimated cost for providing the Additional Maintenance, if any, to the Development. The Special Tax shall be levied upon and collected from each such Parcel for each Fiscal Year based on the Benefit Units which are assigned to the Parcel as a result of its assignment to the appropriate Land Use Category and Special Tax Rate Category, as provided in Sections C and D.

TABLE 1
Land Use Category

Land Use Category	Description	Benefit Unit(s)
1	Single-family Residential	One (1) / Residence
2	Commercial	Five (5) / Acre
3	Industrial	Two (2) / Acre
4	Multi-family Residential	Six-tenths (0.6) / Residential Unit
5	Religious Property	Two (2) / Acre

C. MAXIMUM SPECIAL TAX RATES

The Maximum Special Tax Rate per Benefit Unit for each Parcel for each Fiscal Year shall be the total of the Base Rate Per Benefit Unit plus the Additional Maintenance Rate Per Benefit Unit for the Special Tax Rate Category to which the Parcel is assigned. For Fiscal Year 2004-05 the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit for each Special Tax Category shall be the amounts set forth in Table 2 for such Special Tax Rate Category. The Base Rates Per Benefit Unit and the Additional Maintenance Rates Per Benefit Unit for all Parcels in all Special Tax Rate Categories shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005, for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

TABLE 2
Maximum Special Tax Rates

Special Tax Rate Category	Maximum Rates Per Benefit Unit	
	Base Rate	Additional Maintenance Rate
A	$250	$0
B	$250	$100
C	$250	$200
D	$250	$300
E	$250	$400
F	$250	$500
G	$250	$600
H	$250	$700
I	$250	$800
J	$250	$900
K	$250	$1,000
L	$250	$1,100
M	$250	$1,200
N	$250	$1,300
O	$250	$1,400
P	$250	$1,500
Q	$250	$1,600
R	$250	$1,700
S	$250	$1,800
T	$250	$1,900
U	$250	$2,000
V	$250	$2,100
W	$250	$2,200
X	$250	$2,300
Y	$250	$2,400
Z	$250	$2,500

The Parcels which are to be included in the District at the time of its formation and which are identified in Table 3 shall be assigned to the Land Use Category and the Special Tax Rate Category specified in Table 3.

TABLE 3
Assignment to Land Use Category
and Special Tax Rate Category

Tract No.	Land Use Category	Special Tax Rate Category
16408	One (1)	K

D. METHOD OF APPORTIONMENT AND LEVY OF ANNUAL SPECIAL TAX

For each Fiscal Year, commencing with Fiscal Year 2004-05, the Council shall (a) determine the cost of providing the Basic Maintenance in the District and the amount of the Base Rate Per Benefit Unit to be levied on Parcels of Taxable Property in the District to pay the cost of the Basic Maintenance; (b) determine the cost of providing the Additional Maintenance, if any, for each Special Tax Rate Category, as then applicable, and the amount of the Additional Maintenance Rate Per Benefit Unit, if any, to be levied on Parcels of Taxable Property in each Special Tax Rate Category to pay the cost the Additional Maintenance therefor; and (c) levy the Special Tax on all Parcels of Taxable Property in each Special Tax Rate Category, as then applicable. The amount of the Special Tax to be levied on any Parcel of Taxable Property in any Fiscal Year shall be determined by multiplying the Benefit Units for the Parcel, depending on the Land Use Category to which it is assigned, by the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, if any, determined pursuant to clauses (a) and (b) above, for the Special Tax Rate Category to which the Parcel is assigned.

No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for the District, is Exempt Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to the District from time to time. As each annexation is proposed, an analysis will be prepared to determine the types and areas of landscaping to be maintained, *i.e.,* Basic Maintenance and/or Additional Maintenance, if any, and the estimated annual cost of providing the Additional Maintenance, if any, to the property. Based on this analysis, the property to be annexed will be assigned to the appropriate Special Tax Rate Category contained in Table 2.

PETITION TO THE CITY COUNCIL OF THE CITY OF REDLANDS REQUESTING INITIATION OF PROCEEDINGS FOR THE ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS, AND CONSENTING TO THE LEVY OF SPECIAL TAXES TO PAY THE ANNUAL COSTS OF SERVICES (ANNEXATION NO. 25)

1. GS Redlands LLC ("Owner"), requests that the City Council (the "City Council") of the City of Redlands (the "City") initiate proceedings pursuant to Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," (the "Act") for the annexation of the property described in Exhibit "A" attached hereto (the "Property") to "Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California" (the "CFD") for the purpose of providing for the funding, through the levy of special taxes, of the annual costs of services, including the maintenance of infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street trees within letter Lot "A" and street right-of-way adjacent to Tract Map No. 20065, and any other public services authorized by the Act, in the area of the Property and the CFD.

2. Owner represents to the City Council that it is the owner of all of the Property.

DATED: 04/03, 2023

GS Redlands LLC, a California limited liability company

By: Youngtae Choi
Its: President

17942.00056\41110402.1

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor's Parcel Nos.:

0174711010000	0174711160000	
0174711020000	0174711170000	
0174711030000	0174711180000	
0174711040000	0174711190000	
0174711050000	0174711200000	
0174711060000	0174711210000	
0174711070000	0174711220000	
0174711080000	0174711230000	
0174711090000	0174711240000	
0174711100000	0174711250000	
0174711110000	0174711260000	
0174711120000	0174711270000	
0174711130000	0174711280000	
0174711140000	0174711290000	
0174711150000	0174711300000	Exempt

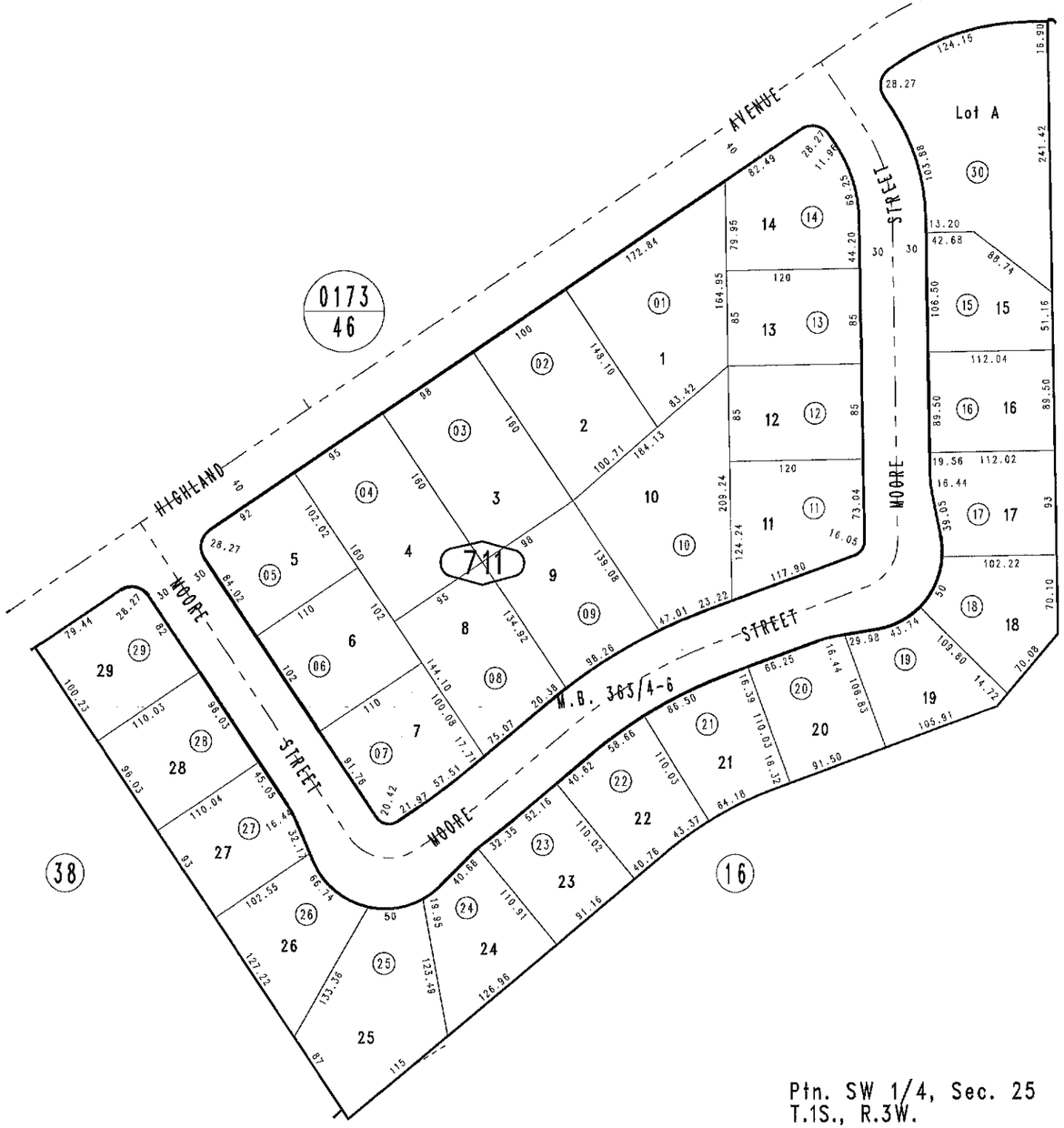
THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Tract No. 20065, M.B. 363/4-6

City of Redlands
Tax Rate Area
5000

0174 - 71

1" = 100'



January 2023 GW

Ptn. SW 1/4, Sec. 25
T.1S., R.3W.

Assessor's Map
Book 0174 Page 71
San Bernardino County

REVISED


PINEWOOD CT
FERNWOOD DR
S LINCOLN ST
E HIGHLAND AVE
REDLANDS ST
KENWOOD DR
5THAVE

City Council/Financing Authority Meeting **H. 4.**

DATE: 05/16/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8473 for a new connection to the City of Redlands water distribution system at 2340 Mentone Avenue (APN: 0298-295-12-0000) in the unincorporated community of Mentone, adopt Resolution No. 8474 relating to Pre-Annexation Agreement No. 23-09 and determine that adoption of the resolutions is exempt from environmental review pursuant to Sections 15303 and 15319 of the California Environment Quality Act (CEQA) guidelines (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Resolution No. 8473.

I move to adopt Resolution No. 8474.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8473 for a new connection to the City of Redlands water distribution system at 2340 Mentone Avenue in the unincorporated community of Mentone, Outside Service Case (OSC) No. 23-09, and determine that the adoption of Resolution No. 8473 is exempt from environmental review pursuant to Sections 15303(a) and 15319(b) of CEQA guidelines.

Upon City Council adoption of Resolution No. 8473, staff recommends that the City Council adopt Resolution No. 8474 to approve Pre-Annexation No. 23-09 for the provision of water service to a 1.795 acre parcel located at 2340 Mentone Avenue in the unincorporated community of Mentone, and determine that adoption of Resolution No. 8474 is exempt from environmental review pursuant to Sections 15319 and 15303 of CEQA guidelines.

DISCUSSION:

Staff recently received a water connection application, from Homes For Our Troops, Inc. for the property located at 2340 Mentone Avenue (APN 0298-295-12-0000), in the unincorporated community of Mentone, which is a vacant parcel located approximately 0.13 miles east and 0.01 miles south of the Redlands city limits in the Mentone area. The applicant is proposing to connect to City water service to enable the development of the parcel with a single-family residence for Sergeant Juan Hernandez.

The Redlands Municipal Code (RMC) requires the Municipal Utilities and Engineering Department (MUED) Director and Development Services Department (DSD) Director to present completed applications for utility connections outside the city limits to the City Council for a determination if the public health, safety and welfare, and the best interests of the citizens of Redlands is served by the application, and to provide direction to staff regarding the preparation of a Pre-Annexation Agreement.

The following items were reviewed and deemed complete by the MUED and DSD Directors:

1. Application for availability for an OSC water connection;
2. Application for environmental review and a Pre-Annexation Agreement;

OSC 23-09 is a small project including one lot proposed for the construction of a single-family residential development (see Attachment A-1). Currently, twenty-three residential unit water and sewer connections are available for small projects. The number of service connections for small projects outside of the City is limited to twenty-five per year per Measure U.

Pursuant to the RMC, the City Council may consider the following factors in making its determination that the public health, safety and welfare, and the best interests of the citizens of Redlands are served by the application:

1. The relationship of the property and its proposed use to the City's General Plan and zoning ordinances;
2. The relationship of the property and its proposed use to the City's Water Master Plan, the City's Water Capital Improvement Programs, the City's Sewer Master Plan, and the City's Sewer Capital Infrastructure program;
3. The proximity of the property to the City's boundaries and existing utility infrastructure;
4. The proposed potential for new revenue sources for the City to pay for City services provided to the project as a result of annexation and development of the property; and,
5. The standards proposed for development of the property.

Approval of OSC 23-09 allows the applicant to physically connect to the water

system, which serves the public health, safety, and welfare, and the best interests of the citizens of Redlands.

Consistency with the General Plan:

The subject property is located in the Low Density Residential land use designation of the General Plan, which supports residential uses such as single-family homes. The property is approximately 1.795 acres and is currently undeveloped. The proposed use of this parcel is consistent with the City of Redlands General Plan.

Water facilities are already site adjacent to an 8” water main in Mentone Avenue.

The site is located in the County of San Bernardino and the County would be the approval authority for any construction on this parcel due to the site's location outside of the City limits. The County does not provide domestic water or sewer services to the site. The City of Redlands has the ability to provide both water and sewer services to unincorporated areas surrounding the City. The specific area of this property does not yet have sewer service available. The nearest sewer main is approximately 6000’ westerly of this particular property.

By adoption of Resolution 8473, the City Council authorizes staff to proceed with the preparation of a Pre-Annexation Agreement for the subject property. In the interests of expediency, a Pre-Annexation Agreement has already been prepared and is attached to Resolution No. 8474 (Attachment D). This request for a Pre-Annexation Agreement is necessary for the property owner to obtain City water service.

Regarding General Plan Consistency, the subject property has a lot area of approximately 1.795 acres, and a General Plan land use designation of Low Density Residential, which allows up to six units per acre. The applicant is working with the County of San Bernardino for the construction of a single-family residence. Development of the site with a single-family residence will be consistent with the General Plan’s land use designation as Low Density Residential. In the event that the property is annexed into the City, the property would most appropriately be zoned Single-Family Residential (R-1) under the City’s zoning code. The proposed development of the site with a single-family residential use is permitted in the R-1 District. With adoption of Resolution No. 8473, the City Council will make a finding that Outside City Case No. 23-09 for water distribution for 2340 Mentone Avenue, Mentone is consistent with the Redlands General Plan and the public health, safety, and welfare of the citizens of Redlands.

The “project” before the City for purposes of the California Environmental Quality Act (CEQA) is the decision by the City Council to enter into a Pre-Annexation Agreement with the property owner for a parcel located outside the City. This

will enable the provision of City domestic water service, making it possible for the property owner to develop the site with a single-family residence. This type of application is exempt from environmental review pursuant to CEQA Guidelines Section 15319 (Annexations of Existing Facilities and Lots for Exempt Facilities) and Section 15303 (New Construction of Small Structures), which exempts construction of a single-family residence and extensions of water mains of a reasonable length to support the construction of a single-family residence. There is no possibility of any significant environmental effects as a result of the Pre-Annexation Agreement.

ALTERNATIVES:

City Council may deny the staff recommendation if Council determines OSC 23-09 does not serve the public health, safety, and welfare, and the best interests of the citizens of Redlands, or is inconsistent with the General Plan.

Additionally, the City Council can continue the item and request more information on any specific concerns.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
John Harris, Municipal Utilities and Engineering Director

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Fiscal Year:	FY 2022-23
Revenue Generating:	Yes
Appropriation Required Y/N:	No
Discussion:	

The applicant has paid appropriate fees for the processing of the Outside City Case water utility service application. The applicant will be required to pay the Water Capital Improvement Charge, Water Source Charge, and associated encroachment permit fees. Additional fees will be paid by the applicant as required by Measure “U“.

Attachments

Appendix A - Location Map

Attachment B - Aerial Photograph

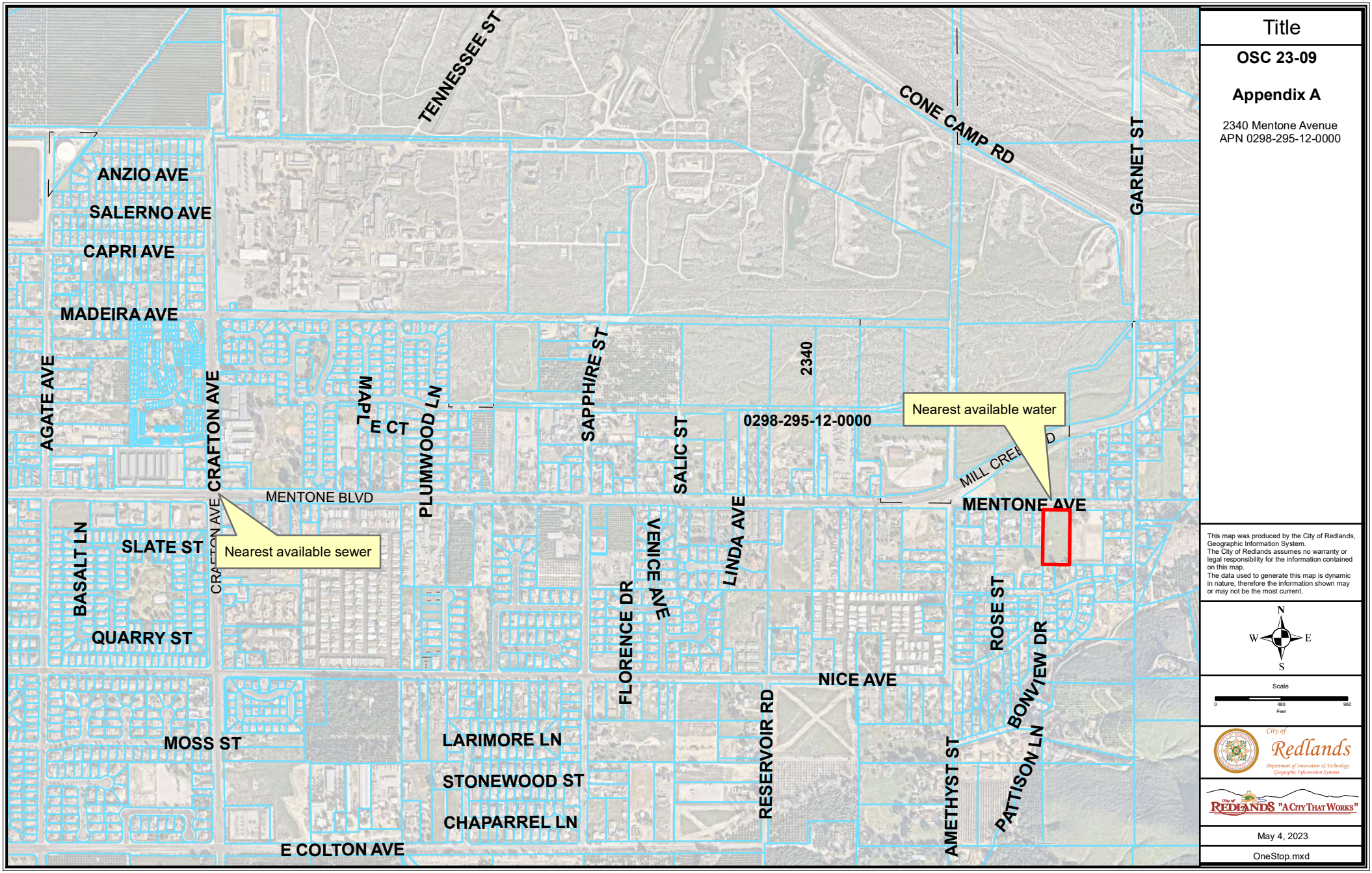
Attachment C - Resolution No. 8473

Attachment D - Resolution No. 8474

Attachment E - Pre-Annexation Agreement

Pre-Annexation Agreement Site Plan

Pre-Annexation Agreement Grant Deed



Title

OSC 23-09

Appendix A

2340 Mentone Avenue
APN 0298-295-12-0000

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
0 480 960
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

May 4, 2023

OneStop.mxd



Title

OSC 23-09

Appendix B

2340 Mentone Avenue
APN 0298-295-12-0000

This map was produced by the City of Redlands, Geographic Information System.
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N
W E
S

Scale
0 75 150
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

May 1, 2023

OneStop.mxd

RESOLUTION NO. 8473

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DETERMINING OUTSIDE CITY CASE NO. 23-09 IS CONSISTENT WITH THE REDLANDS GENERAL PLAN AND THE PUBLIC HEALTH, SAFETY, WELFARE, AND BEST INTERESTS OF THE CITIZENS OF REDLANDS ARE SERVED BY THE CONTINUED PROCESSING OF OUTSIDE CITY CASE NO. 23-09

WHEREAS, Homes For Our Troops, Inc. has filed an application for an Outside City Case No. 23-09 with the City of Redlands for a water connection for a proposed single-family residence on a vacant parcel located at 2340 Mentone Avenue in the unincorporated community of Mentone (APN: 0298-295-12-0000); and

WHEREAS, Homes for Our Troops, Inc. has concurrently applied for a Pre-Annexation Agreement with the Development Services Department;

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

Section 1. The City Council hereby determines that approval of this Resolution is exempt from review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15303(a) and 15319(b) as CEQA exempts the conversion of small structures and the annexation of lots for exempt facilities.

Section 2. The City Council hereby determines that Outside City Case No. 23-09 is consistent with the City of Redlands General Plan and the public health, safety, welfare, and best interests of the citizens of Redlands are served by the City's continued processing of the application; and

Section 3. The City Council hereby directs staff to prepare a Pre-Annexation Agreement for 2340 Mentone Avenue in the unincorporated community of Mentone (APN: 0298-295-12-0000).

PASSED AND ADOPTED at a meeting of the City Council of the City of Redlands held on May 16, 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 special meeting thereof held on the 16th day of May, 2023.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8474

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING PRE-ANNEXATION AGREEMENT NO. 23-09, RELATED TO OUTSIDE CITY UTILITY CONNECTIONS FOR WATER SERVICE FOR A VACANT LOT LOCATED AT 2340 MENTONE AVENUE (APN: 0298-295-12-0000), WITHIN THE UNINCORPORATED COMMUNITY OF MENTONE WITHIN SAN BERNARDINO COUNTY.

WHEREAS, Homes For Our Troops, Inc. has filed an application for Outside City Case No. 23-09 and Pre-Annexation No. 23-09 with the City for an outside City utility connection for a vacant 1.795 acre parcel located at 2340 Mentone Avenue (APN: 0298-295-12-0000) in the unincorporated community of Mentone within San Bernardino County; and

WHEREAS, on May 16, 2023, the City Council found that Outside City Case No. 23-09 was consistent with the City's General Plan and determined the public health, safety, and welfare of the residents of Redlands would be served by the City's continued processing of the Outside City Case application, determined that the City of Redlands was acting as a Responsible Agency under the California Environmental Quality Act, and directed staff to prepare a Pre-Annexation Agreement; and

WHEREAS, the subject property's land use designation in the 2035 General Plan is Low Density Residential and the proposed project is consistent with the 2035 General Plan land use designation;

WHEREAS, the proposal is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(a) for existing facilities and Section 15319 pertaining to annexations of existing facilities and lots for exempt facilities.

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

SECTION 1. The City Council of the City of Redlands hereby determines that the proposed Pre-Annexation Agreement is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities) and Section 15319 (Annexations of Existing Facilities and Lots for Exempt Facilities).

SECTION 2. The City Council hereby approves Pre-Annexation No. 23-09 (Exhibit A) for the provision of water service to enable development of a vacant lot located at 2340 Mentone Avenue (APN: 0298-295-12-0000) in the unincorporated community of San Bernardino County.

ADOPTED, SIGNED AND APPROVED this 16th day of May, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 16th day of May 2023, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

Pre-Annexation Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

(THIS SPACE FOR RECORDER'S USE ONLY)

AGREEMENT FOR ANNEXATION AND PROVISION FOR CITY UTILITY SERVICES

This Agreement for Annexation and Provision of City Utility Services ("Agreement") is made and entered into this 16th day of May, 2023, by and between the City of Redlands, a municipal corporation organized and existing under the laws of the State of California ("City") and Home For Our Troops, Inc., a Massachusetts Nonprofit Corporation ("Property Owner"). City and Property Owner are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, to provide for orderly planning, City (1) has the authority pursuant to Government Code sections 65300 and 65301 to include within its General Plan property outside its boundaries which is in City's sphere of influence or, which in City's judgment, bears a relation to its strategic planning, and (2) also has the authority pursuant to Government Code section 65859 to pre-zone property within its sphere of influence for the purpose of determining the zoning designation that will apply to such property in the event of a subsequent annexation of the property to City; and

WHEREAS, California case law, including but not limited to, *Dateline Builders, Inc. v. City of Santa Rosa* (1983) 146 Cal. App. 3d, 520 and *County of Del Norte v. City of Crescent City* (1999) which state in relevant part that it is not against the law or public policy for a city or county to use utilities as a tool to manage growth, provides that a city has no obligation, and may use its sole discretion, to extend utility services outside its corporate boundaries; and

WHEREAS, Property Owner owns a parcel of land generally located at 2340 Mentone Avenue, Mentone, CA 92359 and identified as county of San Bernardino Assessor's Parcel Number 0298-295-12-0000 ("Property") in the unincorporated area of the county of San Bernardino within the City's sphere of influence, as described in Exhibit "A" titled "Site Plan" and Exhibit "B" titled "Grant Deed" has made a request and application to City to receive water service for property located in the unincorporated area of the county of San Bernardino, and has provided evidence satisfactory to City that Property Owner is the fee owner of the Property; and

WHEREAS, Government Code section 56133 authorizes the City to provide new or extended utility services by contract outside its jurisdictional boundaries if it first receives written approval from the Local Agency Formation Commission for San Bernardino County ("LAFCO"), and provides that LAFCO may authorize City to provide such services within City's sphere of influence in anticipation of a later change of organization; and

WHEREAS, City's General Plan and Chapter 13.60 of the Redlands Municipal Code establish policies and procedures for the approval of City utility services to properties located within the City's sphere of influence and require, among other things, the owner of the property to be served to enter into an agreement, and record the same in the official records of the county of San Bernardino, requiring the property owner to annex the property to City upon certain conditions; and

WHEREAS, City has prepared a General Plan for the unincorporated area in which the Property is located to provide for the orderly planning of such area, and has determined that the proposed development of the Property is consistent with the goals and policies of City's General Plan; and

WHEREAS, it is the policy and goal of City to discourage and not facilitate development in City's sphere of influence which is unwilling and/or fails to comply with City's General Plan and City's development standards by refusing to extend utility services in such instances; and

WHEREAS, pursuant to the requirements of Chapter 13.60 of the Redlands Municipal Code and in consideration of City's agreement to extend utility services outside its jurisdictional boundaries to the Property, Property Owner has entered into this Agreement to provide assurances to City that connection to City's domestic water system will occur in accordance with the Redlands General Plan and the development standards of the Redlands Municipal Code, and that the Property shall be annexed to City in accordance with this Agreement's terms, provisions and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and Property Owner agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct.

2. Provision of Utility Services. City agrees to provide domestic water service to the Property consistent with the terms and conditions of this Agreement, provided that the connection complies with all rules and regulations of City governing the extension and provision of utility services to properties located outside City's boundaries at the time a request by Property Owner for application for a water connection is approved by City's Municipal Utilities and Engineering Department. Nothing herein represents a commitment by City to provide such service unless and until Property Owner complies with all such rules and regulations. As a condition of approval of

an application for water connection, and prior to receiving any service, Property Owner agrees to pay the full cost of such service as established by City for the extension of utility services to the Property.

3. Agreement to Develop by City Standards. In consideration of City's agreement to provide City water service to the Property, Property Owner shall develop the Property in accordance with the Redlands General Plan and any applicable development standards of the Redlands Municipal Code.

4. Agreement to Annex. In consideration of City's agreement to provide City water service to the Property, Property Owner hereby irrevocably consents to annexation of the Property to City and agrees it shall take any and all reasonable and necessary actions, and fully and in good faith to cooperate with City, to cause the annexation of the Property to City. Property Owner and City agree that in the event City initiates an annexation of the Property, City shall be responsible for the costs of such annexation. In all other instances where the annexation of the Property is proposed to City, Property Owner shall be responsible for such costs.

5. Payment of Fees. As a condition of receiving domestic water service from City, Property Owner shall pay to City all then-established applicable development impact fees, and user fees specifically for such domestic water service.

6. Taxes and Assessments. Property Owner hereby consents to the imposition of and agrees that Property Owner shall pay, all taxes and assessments imposed and/or levied by City which may be applicable to the Property at the time the Property is annexed to City.

7. Recordation. By entering into this Agreement, Property Owner and City acknowledge and agree that, among other things, it is the express intention of the Parties that any and all successors in interest, assigns, heirs, and executors of Property Owner shall have actual and constructive notice of Property Owner's obligations under, and the benefits and burdens of, this Agreement. Therefore, this Agreement and any amendments hereof, shall be recorded in the official records of the county of San Bernardino. Property Owner further agrees that City shall, at the sole cost of Property Owner, have the right to cause the recordation of this Agreement.

8. Breach/Failure to Annex In the event Property Owner fails to comply with its obligations under this Agreement or takes any action to protest, challenge, contravene, or otherwise breach any of its obligations or representations under this Agreement, City shall have the right to, without any liability whatsoever, cease the provision of City utility services to the Property. This right shall be in addition to any other legal or equitable relief available to City.

9. Not a Partnership. The Parties specifically acknowledge that Property Owner's development of the Property is a private project, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. No partnership, joint-venture or other association of any kind is formed by this Agreement. The only relationship between City and Property Owner is that of a governmental entity regulating the development of private property and the owner of such property.

10. Indemnity and Cost of Litigation.

A. Property Owner agrees to and shall hold City, and it's elected and appointed officials, officers, agents, and employees free and harmless from any and all liability for damage or claims for damage for personal injury, including death, and claims for property damage which may arise from the operations, errors, or omissions of Property Owner or those of its contractors, subcontractors, agents, employees or any other persons acting on Property Owner's behalf which relate to development of the Property. Property Owner agrees to and shall defend, indemnify and hold harmless City, its elected officials, officers, agents, employees, and representatives from all actions for damages caused or alleged to have been caused by reason of Property Owner's acts, errors, or omissions in connection with the development of the Property. This hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of Property Owner's or its representatives' acts, errors, or omissions regardless of whether or not City supplied, prepared, or approved plans or specifications relating to the development of the Property and regardless of whether or not any insurance policies of Property Owner relating to such development are applicable.

B. Property Owner shall defend, at its expense, including attorneys' fees, indemnify and hold harmless City, and its elected and appointed officials, officers, agents, and employees from any claim, action, or proceeding against any of them to attack, set aside, void or annul the approval of this Agreement or the approval of any permit or entitlement granted in furtherance of this Agreement. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding.

11. Liquidated Damages. In the event that the property is not annexed to City in accordance with the terms of the Agreement, the existing owner of the Property shall pay each year to City, as liquidated damages, a sum equal to the property taxes and any sales taxes the City would have received had the Property been annexed. Failure to make such liquidated damages payments shall be good cause for City to cease service to the Property.

12. Section Headings. All section headings and sub-headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

13. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of California.

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

15. Binding Effect. The burdens of this Agreement bind and the benefits of this Agreement inure to the assigns and successors in interest of the Parties.

16. Authority to Execute. The person or persons executing this Agreement warrant and represent that they have the authority to execute this Agreement on behalf of the legal, fee title owner of the Property.

17. Waiver and Release. Property Owner hereby waives and releases any and all claims it may have against City, and its elected and appointed officials, officers, employees, and agents with respect to any City actions or omissions relating to the development of the Property, and the Parties' entry into, and execution of, this Agreement. Property Owner makes such waiver and release with full knowledge of Civil Code Section 1542, and hereby waives any and all rights thereunder to the extent of this waiver and release, of such Section 1542 is applicable. Civil Code Section 1542 provides as follows:

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

18. Construction. The Parties agree that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The Parties further agree that this Agreement represents a voluntary "arms-length" transaction agreed to by and between the Parties and that each Party has had the opportunity to consult with legal counsel regarding the terms, conditions, and effect of this Agreement.

19. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties as to the matters contained herein, and there are no oral or written representations, understandings, or ancillary covenants or agreements which are not contained or expressly referenced herein, and no testimony or evidence of any such representations, understandings or covenants shall be admissible in any preceding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

HOME FOR OUR TROOPS, INC.

By: _____
John R. Silvia, Senior Real Estate Compliance Officer

EXHIBIT “A”

SITE PLAN

EXHIBIT “B”

GRANT DEED

Exhibit A

Site Plan

Mentone Avenue
Mentone, CA
Annexation Agreement

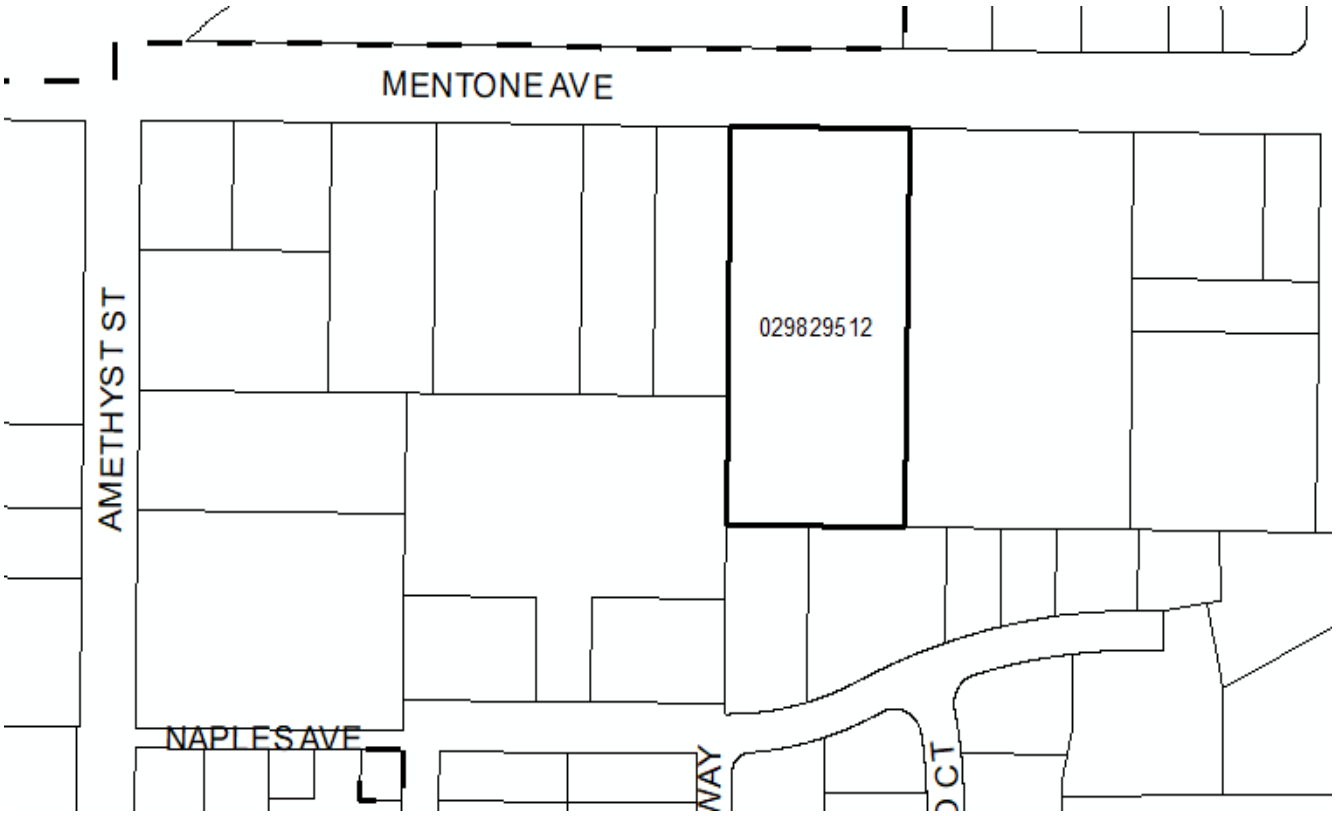


Exhibit B - Grant Deed

Electronically
Recorded in Official Records
San Bernardino County
Bob Dutton
Assessor-Recorder-County Clerk

DOC# 2021-0393802

08/31/2021 10:31 AM | Titles: 1 Pages: 3

SAN	Fees	$30.00
	Taxes	$258.50
I4609	CA SB2 Fee	$0.00
	Total	$288.50

RECORDING REQUESTED BY:
Lawyers Title
MAIL TAX STATEMENTS TO
AND WHEN RECORDED MAIL TO:

John R. Silvia
6 Main St
Taunton, MA 02780

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 621690936 **Escrow No.:** 13917-JP
AP#: 0298-295-12-0-000

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is $258.50
[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Mentone **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Chase Ash and Lindsay Ash, Husband and Wife as Joint Tenants

hereby GRANT(s) to:

Homes For Our Troops, INC.
the real property in the City of Mentone, County of San Bernardino, State of California, described as:
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF
Also Known as: 2340 Mentone Ave, Mentone, CA 92359

Dated June 24, 2021

Chase Ash

Lindsay Ash

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
On JULY 3, 2021 before me, SAMUEL LUNA A Notary Public personally appeared CHASE ASH LINDSAY ASH who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature Samuel Luna (Seal)

SAMUEL LUNA
COMM. #2351124
NOTARY PUBLIC CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires MARCH 12, 2024

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7
I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: SAMUEL LUNA

Notary Identification Number: 2351124

Vendor #: TUS7

County Where Bond Is Filed: SAN BERNARDINO COUNTY

Date Commission Exp: MARCH 12, 2025

Place of Execution: Riverside, CA

Pasion title Inc.

08/31/2021
DATE:

Riverside, CA

Signature

File No: 621690936

EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PORTION OF LOT 5, BLOCK 22 OF MENTONE, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 81 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5, THENCE EAST ALONG THE SOUTH LINE OF MENTONE AVENUE 195 FEET; THENCE AT RECORDED ANGELES SOUTH 400 FEET, BUT NOT SOUTH OF A POINT 210 FEET NORTH OF THE SOUTH LINE OF SAID LOT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF MENTONE 195 FEET, MORE OR LESS, TO THE WEST LINE OF LOT 5; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 5, 400 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 0298-295-12-0-000

City Council/Financing Authority Meeting **H. 5.**

DATE: 05/16/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8469 establishing a four-way stop controlled intersection to replace the current two-way stop control at the Elizabeth Street and Fountain Avenue intersection, and determine that adoption of the resolution 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 motion is provided:

I move to approve Resolution No. 8469.

RECOMMENDATION:

TRAFFIC AND PARKING COMMISSION RECOMMENDATION

On March 23, 2023, the Traffic and Parking Commission unanimously approved a City Council recommendation to establish a four-way stop controlled intersection to replace the current two-way stop control at the Elizabeth Street and Fountain Avenue intersection.

STAFF RECOMMENDATION

Staff recommends City Council approval of Resolution No. 8469 establishing a four-way stop controlled intersection to replace the current two-way stop control at the Elizabeth Street and Fountain Avenue intersection and determine this action is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

Recently, several Elizabeth Street residents contacted staff to express concerns regarding vehicle speeds, street curvature, pedestrian traffic, and school traffic along Elizabeth Street and requested the installation of a four-way stop controlled intersection to replace the current two-way stop control at the Elizabeth Street and Fountain Avenue intersection. Currently, stop signs are installed on Fountain Avenue and not on Elizabeth Street. This intersection is located approximately one-third of a mile west of Kimberly Elementary School. Elizabeth Street curves west of the intersection, which creates limited visibility for eastbound traffic.

Staff performed the required engineering studies to determine whether the installation of a four-way stop sign configuration at the intersection is warranted. The following criteria were analyzed and only one (1) warrant is necessary to justify the intersection reconfiguration:

- Traffic volume
- Stopping sight distance
- Accident history

Only the stopping sight distance criteria meet the Manual on Uniform Traffic Control Devices (MUTCD) warrant necessary to justify reconfiguring the intersection. The curvature of Elizabeth Street reduces the sight distance such that motor vehicle operators must react very quickly to avoid collisions, which significantly decreases safety at this intersection. Therefore, the installation of four-way stop control at the intersection is appropriate. Edge line striping will be added where sufficient street width exists as an additional safety measure.

Approval of Resolution No. 8469 is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act as the project involves no expansion of the existing street.

ALTERNATIVES:

City Council may deny the Traffic and Parking Commission and staff recommendations 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
Chris Boatman, Assistant City Manager
Rachel Tolber, Interim Chief of Police
Rich Sessler, Fire Chief
Goutam K. Dobey, City Engineer

PREPARED BY:
Johana Silva, Assistant Engineer

Fiscal Impact

Fiscal Year: FY 22/23
Appropriation Required Y/N: No
Budgeted Y/N: Yes
Discussion:
There is no fiscal impact associated with the approval of this item. The project includes routine maintenance tasks that are included in the approved FY 22/23 Facilities & Community Services operating budget.

Attachments

Attachment A - Resolution No. 8469
Attachment B - Location Map

RESOLUTION NO. 8469

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS TO ESTABLISH A FOUR-WAY STOP INTERSECTION AT ELIZABETH STREET AND FOUNTAIN AVENUE PURSUANT TO TITLE 10 OF THE REDLANDS MUNICIPAL CODE

WHEREAS, pursuant to studies made under the authority of Title 10 of the Redlands Municipal Code, and the presentation of information contained in such studies, the City Council of the City of Redlands ("this City Council") has determined that certain traffic regulations are necessary to protect the public health, safety and welfare and should be established pursuant to Title 10 of the Redlands Municipal Code; and

WHEREAS, staff performed the required engineering studies to determine whether the installation of a four-way stop sign configuration at the intersection and found that reconfiguring the intersection.is warranted; and

WHEREAS, it is the desire of this City Council to replace the existing two-way stop intersection with installation of a four-way stop intersection at Elizabeth Street and Fountain Avenue.

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 this Resolution is exempt from environmental review under California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15301(c) which provides an exemption for minor alterations of existing public streets and sidewalks. This City Council finds that the installation of two stop signs to implement this resolution involves negligible or no expansion of an existing use.

Section 2. Pursuant to Section 10.36.010 of the Redlands Municipal Code, this City Council hereby establishes the installation of a four-way stop intersection at Elizabeth Street and Fountain Avenue.

Section 3. City staff is hereby directed to take all actions to undertake painting and signage to implement this Resolution.

ADOPTED, SIGNED, AND APPROVED this 16th day of May, 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 16th day of May, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk



Location Map



R1-1



W3-1

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 30 60
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

April 5, 2023

OneStop.mxd

City Council/Financing Authority Meeting **H. 6.**

DATE: 05/16/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Second Amendment to the Public Works Contract with Elecnor Belco Electric, Inc. for the University Street and Brockton Avenue Traffic Signal Improvement Project to extend the time for completion by one hundred twenty (120) calendar days (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that City Council approve the Second Amendment to the Public Works Contract with Elecnor Belco Electric, Inc. for the University Street and Brockton Avenue Traffic Signal Improvement Project to extend the time for completion by one hundred twenty (120) calendar days.

RECOMMENDATION:

Staff recommends City Council approve the Second Amendment to the Public Works Contract with Elecnor Belco Electric, Inc. for the University Street and Brockton Avenue Traffic Signal Improvement Project to extend the time for completion by one hundred twenty (120) calendar days.

DISCUSSION:

On May 17, 2022, City Council approved a Public Works Contract with Elecnor Belco Electric, Inc. (Elecnor) to construct the University Street and Brockton Avenue Traffic Signal Improvement Project (Project) for an amount not-to-exceed $507,745. The Project will improve traffic flow through this heavily congested intersection adjacent to the University of Redlands campus. This intersection is currently stop-sign controlled and will be replaced with four (4) new mast arm traffic signal poles. On November 1, 2022, City Council approved

the first amendment to the Contract to extend the time for completion to one hundred eighty (180) calendar days.

Due to lengthy project material lead times and several weeks of delays due to weather conditions, Elecnor has notified staff that the Project completion time is inadequate. Therefore, staff recommends a Contract amendment to increase the time for completion by one hundred twenty (120) calendar days, resulting in a revised Contract time for completion of four hundred eighty (480) calendar days.

ALTERNATIVES:

City Council may deny the staff recommendation, although doing so would prevent the completion of the project.

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

PREPARED BY:
Elva Arellanes, Associate Engineer

Fiscal Impact

Discussion:

There is no fiscal impact associated with this action.

Attachments

A. Second Amendment to Elecnor Belco Contract
B. First Amendment to Elecnor Belco Contract (Reference Only)
C. Executed Contract_Belco (Reference Only)

SECOND AMENDMENT TO PUBLIC WORKS CONSTRUCTION CONTRACT

This second amendment ("Second Amendment") to the Public Works Construction Contract for the University Street and Brockton Avenue Traffic Signal Improvements Project dated May 17, 2022 (the "Contract"), by and between the City of Redlands, a municipal corporation and general law city ("City"), and Elecnor Belco Electric, Inc., a California corporation ("Contractor"), is made and entered into this 16th day of May 2023.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Contract, specifically to amend the Time for Completion of the Contract; and

WHEREAS, the City Council approved the contract with contractor for work in accordance with the Contract Documents for City's University Street and Brockton Avenue Traffic Signal Improvements Project, Project No. 253007;

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

AGREEMENT

Section 1. The time for completion, as set forth in Section 3 of the Contract, is hereby amended to increase Contractor's time for completion and shall read as follows:

> "TIME FOR COMPLETION: The Work shall be completed within Four Hundred Eighty (480) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor."

Section 2. All other provisions of the Contract shall remain unchanged by this Second Amendment, and in effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of the 16th day of May 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

ELECNOR BELCO ELECTRIC, INC.

By: _____
Roger DeVito, Sr. Vice President/Assist. Sec.

FIRST AMENDMENT TO PUBLIC WORKS CONSTRUCTION CONTRACT

This first amendment ("First Amendment") to the Public Works Construction Contract for the University Street and Brockton Avenue Traffic Signal Improvements Project dated May 17, 2022 (the "Contract"), by and between the City of Redlands, a municipal corporation and general law city ("City"), and Elecnor Belco Electric, Inc., a California corporation ("Contractor"), is made and entered into this 1st day of November 2022.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Contract, specifically to amend the Time for Completion of the Contract; and

WHEREAS, the City Council approved the contract with contractor for work in accordance with the Contract Documents for City's University Street and Brockton Avenue Traffic Signal Improvements Project, Project No. 253007;

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

AGREEMENT

Section 1. The time for completion, as set forth in Section 3 of the Contract, is hereby amended to increase Contractor's time for completion and shall read as follows:

> "TIME FOR COMPLETION: the Work shall be completed within Three Hundred Sixty (360) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor."

Section 2. All other provisions of the Contract 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 the 1st day of November 2022.

CITY OF REDLANDS

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

ELECNOR BELCO ELECTRIC, INC.

By: _____

~~John Wong, Vice President~~

Roger DeVito, Sr. Vice President/Assist. Sec.

L:\ca\Agreements\First_Amendment_to_Elecnor_Belco_Contract-FY22-0048.docx-jm

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Bernardino }

On 10/28/22 before me, Rebecca Wilks, Notary Public
(Here insert name and title of the officer),

personally appeared Roger DeVito,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~)(is)/are subscribed to the within instrument and acknowledged to me that (he)/she/they executed the same in (his)/her/their authorized capacity(~~ies~~), and that by (his)/her/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)

REBECCA WILKS
Notary Public - California
San Bernardino County
Commission # 2300424
My Comm. Expires Aug 5, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Redlands Amendment
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they.~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

www.NotaryClasses.com 800-873-9865

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 17th day of May, 2022, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Elecnor Belco Electric, 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: University Street and Brockton Avenue Traffic Signal Improvements Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's University Street and Brockton Avenue Traffic Signal Improvements, Project No. 253007 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Five Hundred Seven Thousand Seven Hundred Forty Five dollars ($507,745.00) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within One Hundred Eighty (180) 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: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

Elecnor Belco Electric, Inc.
Name of Contractor

By: _____
Signature of Authorized Agent

Jeroni Gervilla, CFO
Title

_____
Signature of Authorized Agent (if necessary)

Roger DeVito, Sr. Vice President
Title

738518
Contractor's License No.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Bernardino }

On 5/10/22 before me, Rebecca Wilks, Notary Public,
(Here insert name and title of the officer)

personally appeared Jeroni Gervilla & Roger DeVito,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Rebecca Wilks
Notary Public Signature

REBECCA WILKS
Notary Public - California
San Bernardino County
Commission # 2300424
My Comm. Expires Aug 5, 2023

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Redlands contract
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☑ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

www.NotaryClasses.com 800-873-9865

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
UNIVERSITY STREET AND BROCKTON AVENUE
TRAFFIC SIGNAL IMPROVEMENTS
PROJECT NO. 253007

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).

__X__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 __5__ day of __May____, 2022.

Elecnor Belco Electric, Inc.
(Contractor)

(Signature)
Roger DeVito, Sr. Vice President
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

Bond No. 9403567
Premium: $1,780.00

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Elecnor Belco Electric, Inc. (hereinafter designated as "Principal") have entered into an agreement dated May 17, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as University Street and Brockton Avenue Traffic Signal Improvements, Project No. 253007 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, Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the City in the penal sum of Five Hundred Seven Thousand Seven Hundred Forty Five Dollars ($507,745.00) 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 May 5th, 2022.

(SEAL)

Elecnor Belco Electric, Inc.

(Contractor)

(Signature)

Jeroni Gervitta, CFO

(Seal and Notarial Acknowledgment of Surety)

Fidelity and Deposit Company of Maryland

(Surety)

BY:

Donna M. Planeta (Signature) Attorney in Fact

Address:

1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL 60196 - 1056

Telephone (847) 605-6000

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of San Bernardino }

On 5/10/22 before me, Rebecca Wilks, Notary Public
(Here insert name and title of the officer),

personally appeared Jeroni Gervilla,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~)(is)/are subscribed to the within instrument and acknowledged to me that (he)/she/they executed the same in (his)/her/their authorized capacity(~~ies~~), and that by (his)/her/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)

REBECCA WILKS
Notary Public - California
San Bernardino County
Commission # 2300424
My Comm. Expires Aug 5, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Redlands Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

www.NotaryClasses.com 800.873.9865

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 5th day of May, 2022, before me, Robyn L. Salley, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Fidelity and Deposit Company of Maryland, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Signature of Notary Public
Date Commission Expires: February 28, 2027
Robyn L. Salley
Printed Name of Notary

ROBYN L. SALLEY
NOTARY PUBLIC - CT 185794
My Commission Expires Feb. 28, 2027

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jacqueline R. SUSCO, Kathryn PRYOR, Nicholas TURECAMO, Gentry STEWART, Amanda P. D ANGELO, Donna M. PLANETA, Bethany STEVENSON, Joshua SANFORD, Aimee R. PERONDINE, Jennifer G. GODERE, Alexis R. APOSTOLIDIS, Michelle Anne MCMAHON, Rebecca M. JOSEPHSON, Brendan W. FLETCHER, Cassandra BAEZ, of Hartford, Connecticut, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 26th day of August, A.D. 2021.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 26th day of August, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of May, 2022.



By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Elecnor Belco Electric, 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 May 17, 2022, and identified as University Street and Brockton Avenue Traffic Signal Improvements, Project No. 253007 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 Five Hundred Seven Thousand Seven Hundred Forty Five Dollars ($507,745.00) 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 May 5th, 2022.

(SEAL)

Elecnor Belco Electric, Inc.

(Contractor)

(Signature)

Jesoni Gervilla CFO

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

Fidelity and Deposit Company of Maryland

(Surety)

BY:

Donna M. Planeta (Signature) Attorney in Fact

Address:

1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL 60196 - 1056

Telephone: (847) 605-6000

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of San Bernardino }

On 5/10/22 before me, Rebecca Wilks, Notary Public
(Here insert name and title of the officer),

personally appeared Jeroni Gervilla,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~)(is)/are subscribed to the within instrument and acknowledged to me that (he)/she/they executed the same in (his)/her/their authorized capacity(~~ies~~), and that by (his)/her/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

REBECCA WILKS
Notary Public - California
San Bernardino County
Commission # 2300424
My Comm. Expires Aug 5, 2023

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

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Redlands Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
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- ☐ Other _____

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

www.NotaryClasses.com 800-873-9865

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 5th day of May, 2022, before me, Robyn L. Salley, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Fidelity and Deposit Company of Maryland, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Signature of Notary Public
Date Commission Expires: February 28, 2027
Robyn L. Salley
Printed Name of Notary

ROBYN L. SALLEY
NOTARY PUBLIC - CT 185794
My Commission Expires Feb. 28, 2027

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jacqueline R. SUSCO, Kathryn PRYOR, Nicholas TURECAMO, Gentry STEWART, Amanda P. D ANGELO, Donna M. PLANETA, Bethany STEVENSON, Joshua SANFORD, Aimee R. PERONDINE, Jennifer G. GODERE, Alexis R. APOSTOLIDIS, Michelle Anne MCMAHON, Rebecca M. JOSEPHSON, Brendan W. FLETCHER, Cassandra BAEZ, of Hartford, Connecticut, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 26th day of August, A.D. 2021.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 26th day of August, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of May, 2022.



By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Disclosure Statement

ZURICH

NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

http://www.zurichnaproducercompensation.com

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company

and its underwriting subsidiaries.

City Council/Financing Authority Meeting **H. 7.**

DATE: 05/16/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Reject all bids received for the Crosswalk Installation Project, Project No. 400024; bids received exceed the available budget and engineer's construction cost estimate for the Project (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that City Council reject all bids received for the Crosswalk Installation Project, Project No. 400024.

RECOMMENDATION:

Staff recommends City Council reject all bids received for construction of the Crosswalk Installation Project, Project No. 400024.

DISCUSSION:

The Crosswalk Installation Project (Project) includes the construction of crosswalks at four (4) locations, including three (3) locations that lack vehicle traffic control. Staff prepared the plans and specifications and advertised the Project for construction and the City Clerk's office received and opened the following four (4) bids on March 23, 2023:

BID OPENING REPORT SUMMARY	
BIDDER	**BID AMOUNT**
1. Elecnor Belco Electric, Inc, Chino, CA	$290,661.00
2. DBX., Inc., Temecula, CA	$311,027.00
3. Champion's Structures, Moreno Valley, CA	*$325,301.00
4. RE Chaffee, Wrightwood, CA	*$400,591.00

Note: Total Bid amount includes the Base Bid plus the Additive "A".
*An arithmetic error was discovered in the bid proposal. The total bid amount was corrected but did not affect the ranking.

The bids received exceed the available budget and engineer's construction cost estimate for the Project. Therefore, staff recommends the rejection of all bids received for the Project. If approved, engineering staff will prioritize the Project based on future available funds. Staff may potentially procure pedestrian safety equipment directly from vendors and install signage and stripping in-house to optimize the use of available funds.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Goutam K. Dobey, City Engineer

PREPARED BY:
Johana Silva, Assistant Engineer

Fiscal Impact

Discussion:

There is no fiscal impact associated with this action.

Attachments

Bid Opening Report

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **23rd day of March 2023 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **Crosswalk Installation Project – Project No. 400024**. 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 (N/A)	Base Bid Amount	Base Bid Amount + Additive Bid "A"
1	Elecnor Belco Electric, Inc., Chino CA	Yes	Yes	N/A	$285,585.00	$290,661.00
2	DBX, Inc., Temecula CA	Yes	Yes	N/A	$306,293.00	$311,027.00
3	Champion's Structures, Moreno Valley CA	Yes	Yes	N/A	$331,512.00	$336,390.00
4	RE Chaffee Wrightwood CA	Yes	Yes	N/A	$395,461.00	$5,130.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Goutam Dobey; Johana Silva

City Council/Financing Authority Meeting **H. 8.**

DATE: 05/16/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for in-kind support for $3,930 related to the The Artlands Walk event hosted by The Artlands Creative to be held on June 3, 2023; approve a request to temporarily close East Vine from Cajon St to 6th Street; 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 (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 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;
2. I move to authorize and approve a request for in-kind support in the amount of $3,930 related to this event;
3. I move to authorize the temporary street closure of East Vine Street from Cajon Street to 6th Street, and;
4. I move to approve the request for the sale and consumption of alcoholic beverages for The Artlands event to be held on June 3, 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 from Cajon Street to 6th Street on June 3, 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 6th Street for the event. Additionally, they are requesting in-kind support in the amount of $3,930 for departmental resources including Police Personnel.

The Artlands Creative is a non-profit organization operating out of the City of Redlands, CA. 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 California Environmental Quality Act’s 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:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Rachel N. Tolber, Interim Police Chief

PREPARED BY:
Michelle Groenke, Administrative Assistant

Fiscal Impact

Fiscal Year: 2022-23

Discussion:

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place. Additionally, the cost for 2022 has been left blank as this event has not requested In-kind support in the past.
See Table 1 on next page

TABLE 1

Departmental Charges (Personnel & Equipment)	**2023 Amount**	**Type**	**2022 Amount**
Police Personnel[1]	$2,250.00	Hard Cost	$
Fire Personnel[1]	$	Hard Cost	$
Fire Equipment	$	Soft Cost	$
Facilities & Community Services Personnel[1]	$1,680.00	Hard Cost	$
Facilities & Community Services Equipment	$	Soft Cost	$
Personnel & Equipment Subtotal	**$3,930.00**		**$**
Fees Established by City Council Resolution			
		Soft Cost	
Fees Subtotal	**$3,930.00**		**$**
Total Departmental Charges and Fees	**$3,930.00**(hard) **$0**(soft) **$3,930.00(Total)**		**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 2022-23 to date:

TABLE 2: FY 2022-23 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$215,126.00	$76,771.50	$5,200.00	$291,553.50	$287,197.50

Attachments

In-kind Support Request
Verification of Non-Profit
Authorization to Serve Alcohol

City of Redlands *In-Kind Support Request*

Event Name: Artlands

Event Date(s): 6/3/2023 **Location(s):** East Vine St. / City Hall Parking lot

Rain Out Date: **Beginning Time:** 12:00pm **End Time:** 8:00pm

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.

The event that we are requesting is for an art walk with music and a beer garden. We are requesting to have the fees waived for street closure + environmental review etc. similar to other events that take place on State St. + Ed Hales Park

Select and Describe All City Provided Services That May Apply to Your Request :

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking*) — Barricades / no-parking
- [ ] Police (*Public Safety Personnel*)
- [ ] Fire (*Paramedics, Inspectors*)
- [ ] Parks (*Cleanup Personnel, Ball Field Lights*)
- [ ] Facility

Refuse/Recycling (*Event Receptacles, Roll-Off Service*) acquired by Event Organizers through Redlands Customer Service

Section 13.65 of the Redlands Municipal Code requires that events that serve more than 2,000 individuals per day will be required to submit for review and approval a Large Venue Recycling Plan. The Quality of Life Department may require smaller events to comply with City recycling practices as a condition of waiving fees.

- [ ] Other

Group/Organization Name: 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 will provide funding and awareness of our organization and the work the we are doing for emerging artists in Redlands

Describe what economic benefit and impact this event will bring to the City:

Our nonprofit is based in Redlands, but serves the inland empire, Coachella Valley, & high desert communities our following will bring people downtown that will also support the neighboring restaurants & businesses. Some of the downtown business sponsor & participate in this event

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents			
Attendance: Non-Residents			
Food & Beverage Sales			
Merchandise Sales			
Ticket/Entrance Fees			
Other			
Total Revenue			

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature: [signature] **Title:** Executive Director

Please Print Your Name: Daniel Gohman **Date:** 3/17/2023

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

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]

CITY OF REDLANDS

APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: Artlands

DATE OF EVENT: 6/3/2023 HOURS: 1 - 7 PM

LOCATION: Vine St.

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 92

EVENT INFORMATION:

ARE FEES BEING CHARGED FOR EVENT? YES ☐ NO ☑ PRICE: _____

ARE FEES BEING CHARGED FOR ALCOHOL? YES ☑ NO ☐ PRICE: $8

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: 5/2/2023 Signature: [signature]

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):_____

City Council/Financing Authority Meeting **H. 9.**

DATE: 05/16/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the agreement with Assertive Security Services & Consulting Group, Inc., for security services at City-owned properties at 2151 Nevada St. and 1950 Nevada St. in an amount not-to-exceed $105,343.68 (Assistant City Manager Boatman)

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 Assertive Security Services & Consulting Group, Inc., for the provision of security services at City-owned properties at 2151 Nevada St. and 1950 Nevada St. in an amount not-to-exceed $105,343.68.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Assertive Security Services & Consulting Group, Inc., for the provision of security services at city-owned properties at 2151 Nevada St. and 1950 Nevada St. in an amount not-to-exceed $105,343.68.

DISCUSSION:

The City of Redlands oversees and operates the California Street Landfill and the Wastewater Treatment Facility located at the end of Nevada Street, along the Santa Ana River. The California Street Landfill and Wastewater Treatment Facility are adjacent to each other and measure approximately 115 acres and 50 acres, respectively. Both facilities have vehicles, equipment, heavy-duty off-road equipment, and gas collection and control systems that ensure the City is in compliance with Federal, State, and County regulatory requirements. These regulatory requirements include a wide variety of processes in daily operations, routine gas flare emissions, and routine reporting.

Both facilities have experienced an increase in trespassing, damage to equipment, and theft of property and equipment. The addition of security services will decrease the expenses incurred in repairing damaged equipment and replacing stolen equipment from both facilities. The agreed-upon schedule is seven days per week from 7:00 p.m. to 5:30 a.m. Implementing security services during this period will limit the amount of time that vehicles and equipment go unsupervised.

Staff followed the City's procurement protocol by preparing a Request for Bids (RFB), and on Thursday, March 9, 2023, the City Clerk’s office received and opened 12 bids. Staff evaluated the bids for conformance with the purchasing ordinance, verified the total price as shown in the table below, and checked references. Assertive Security Services & Consulting Group, Inc., met all the bidding requirements and was deemed the apparent lowest responsible bidder. Staff is recommending that the City Council approve an agreement with Assertive Security Services & Consulting Group, Inc., for an amount not-to-exceed $105,343.68.

Bidder	Amount
Assertive Security Services & Consulting Group, Inc.	$105,343.68
Patrol Vision Security Services, Inc.	$111,411.30
Alltech Industries	$113,880.00
Power Security Group	$114,452.00
Triton Global Services, Inc.	$121,888.00
American Global Security	$124,176.68
Absolute International Security, Inc.	$127,234.38
Public Safety Services	$129,324.00
Quest National Security	$158,937.94
Patrol Solutions	$168,231.76
Citiguard	$191,048.00
City Security Patrol	$191,100.00

ALTERNATIVES:

City Council may elect not to approve the agreement and propose an alternate course of action.

STRATEGIC PLAN:

Supports Strategic Plan Priorities A - Quality of Life and B - Public Health and Safety

SUBMITTED BY:
Christopher Boatman, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
John Harris, Municipal Utilities & Engineering Director
Dana Abramotvitz-Daniel, Procurement Manager

PREPARED BY:
Nathalie Ayala, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2022-23
Amount: $52,671.84
Budgeted Y/N: Y
Account No.: 511900-6710
Discussion:
Sufficient funding for this service is included in the Solid Waste (511900) and Wastewater Service (521900) budget for Fiscal Year 2022-2023 as approved by City Council.

Fiscal Year: FY 2022-23
Amount: $52,671.84
Budgeted Y/N: Y
Account No.: 521900-6710

Discussion:

Sufficient funding for this service is included in the Solid Waste (511900) and Wastewater Service (521900) budget for Fiscal Year 2022-2023 as approved by City Council.

Attachments

A. Agreement with Assertive Security Services

B. City Clerk's Bid Report

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional security services ("Agreement") is made and entered in this 16th day of May, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Assertive Security Services & Consulting Group, Inc., a California corporation ("Contractor"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform professional security 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 Christopher Boatman, Assistant City Manager, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term").

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 be in the amount of one hundred five thousand three hundred forty-three dollars and sixty-eight cents ($105,343.68). For the Initial Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

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

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

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Maryam Ayam, President/CEO Assertive Security Services & Consulting Group, Inc. 20525 Nordoff Street #116 Chatsworth, CA 91311 maryam@assertivenow.com (855) 482-7355

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

(i) Approve a rate, rule, or regulation, or adopt or enforce a City law;
(ii) Issue, deny, suspend, or revoke any City permit, license, application, certification, approval, order, or similar authorization or entitlement;
(iii) Authorize City to enter into, modify or renew a contract;
(iv) Grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;

(v) Grant City approval to a plan, design, report, study, or similar item;
(vi) Adopt, or grant City approval of, policies, standards, or guidelines for City or for any subdivision thereof.

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

ASSERTIVE SECURITY SERVICES & CONSULTING GROUP, INC.

By: _____
Maryam Ayam, President/CEO

EXHIBIT "A"

SCOPE OF SERVICES

The Scope of Services will consist of Contractor traveling between the California Street Landfill (2151 Nevada St.) and the Wastewater Treatment Facility (1950 Nevada St.) (collectively the "Subject Locations") and performing the following:

- Days of Service: Seven (7) days/week from 7:00 p.m. to 05:30 a.m. including holidays.
- Recognize and respond to security threats or breaches at the Subject Locations.
- Immediately contact Redlands Police Department (contact information set forth below) if any security or emergencies occur at the Subject Locations.
- Patrol assigned territory to protect and guard properties at the Subject Locations.
- Provide all necessary equipment to perform security services of the highest quality.
- Prevent trespass, damage, or theft of property and equipment at the Subject Locations by implementing proper security procedures.
- Make continuous rounds and inspections of the Subject Locations to ensure that all gates, doors, and windows are properly closed and secured. Maintain a visible presence at the Subject Locations.
- At all times, while onsite and working, unarmed security guards are to be in uniform and drive vehicles clearly identified as a "security" vehicle.

ADDITIONAL PROVISIONS

CONTACT INFORMATION

Police Emergency:	911
Police Non-Emergency Dispatch:	(909) 798-7681 ext.1
Police Non-Emergency:	(909) 798-7681
Fire Non-Emergency Dispatch:	(909) 798-7600

LABOR

Contractor shall furnish all labor in the performance of this Agreement and establish and maintain an accurate timekeeping and payroll system to ensure that its personnel are paid in accordance with this Agreement. Contractor is required to maintain insurance as outlined in this Agreement.

Contractor is responsible for paying its employees all earned wages, salary, shift pay, taxes, overtime, and benefits pursuant to state and federal law. Contractor shall maintain accurate records of the hours worked and timesheets for each employee shall be submitted with the proper invoice. Contractor employees shall be paid in full for hours worked at the end of the pay period.

Contractor shall maintain adequate staff to assure that all posts are covered according to the post assignments. No post shall ever go dark due to lack of manpower.

Contractor's employees shall not reproduce, transmit or remove records, files, documents, or drawings related to the City's business without the written consent of the City.

Contractor's employees shall meet high standards of appearance and demeanor, and shall at all times treat employees of the City with the utmost courtesy and respect.

As set forth herein, Contractor shall ensure that all logs, incidents, and daily reports shall be submitted to the City. Contractor shall notify the City of hazards, safety violations, or other conditions that pose an unsafe condition at the Subject Locations.

The City may request additional security services for the protection of a specific location, equipment, material, or person outside the Subject Locations with an amendment to this Agreement.

As set forth herein, 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. Documentation of all training shall be on file with the City prior to Effective Date of this Agreement. Personnel missing training documentation shall not be permitted to perform the services under this Agreement. Contractor will establish and maintain, for the duration of this Agreement, all required basic and annual training programs.

Contractor shall ensure that all personnel are aware of federal, state, and municipal laws governing or potentially involving security officers assigned to the City. Officers shall be required to understand laws relative to questioning, detaining, search and arrest. Officers should be trained in Avoiding Sexual Harassment, Workplace Violence Awareness, and Basic Hazardous Materials Awareness.

REPORTS

Daily Activity Report: This daily report shall be completed by each security officer showing a summary of incidents for the reporting period. This report shall provide a summary of hours of service number and rank of personnel involved in providing that service, critical incidents, problem areas, and any other information that would clearly identify the quality of service provided by Contractor.

Security Notice or Courtesy Report: This report is to be used by all Contractor personnel to advise the City of potential security concerns. This form is integral to security operations as a way of keeping the City informed of these areas.

Incident Report: This report shall provide a summary and information, including photographs when necessary, of actual events/incidents that may occur. These reports will be submitted on an as-needed basis.

RECRUITMENT AND SELECTION

Contractor shall maintain manpower levels capable of meeting the call-back requirements without regard to riot, war, the enactment, issuance, or operation of any municipal, county, state, or federal law, ordinance or executive, administrative or judicial regulation, order, or decree, or any local or national emergency, or any other similar cause outside of the control of Contractor.

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, integrity, and shall be responsible for taking disciplinary action with respect to its employees.

The City reserves the right to refuse the assignment of any Contractor employee it determines will create a liability for the City.

CONTRACTOR PERSONNEL SELECTION REQUIREMENTS

Contractor personnel shall meet the following minimum requirements before being assigned to the CITY:

a) Possess a valid hard guard registration issued by the State of California. A temporary card is not acceptable.
b) Proof of IRCA eligibility, e.g., Social Security card and immigration documentation.
c) Acceptable comprehensive background check relative to criminal history, including felonies, misdemeanor convictions for drugs and alcohol, convictions for violence or hate-related crimes, reckless driving, or driving while under the influence of alcohol or drugs, and driving record check, and drug screening.
d) Posses a valid California Motor Vehicle Operators License.
e) One (1) year of experience in security, customer service, loss control, emergency services, public safety, military service, or other related fields.
f) Posses valid First Aid and CPR certifications.
g) Have a high school diploma or equivalent.

TRAINING

Basic Training

Contractor shall, within 30 days following the award of this Agreement, certify to the City as to the satisfactory completion of Basic Training of each of its employees assigned to the City. Basic training shall be completed by the Contractor prior to assignment. Required training for all security officers shall include the following:

a) Orientation: To include the Contractor's Security Program, organizational protocols, public relations, deportment and appearance, reporting and note taking, hazardous materials orientation, review of duties and responsibilities, emergency response overview, and incident reporting and investigation.

b) Access Control and CCTV Systems (as made available by the City): Proper methods of identifying and verifying employees and visitors.
c) Reporting: Types of reports used by the Contactor, where these reports are sent and why they are necessary.
d) Legal powers and limitation: California Penal Code, use of force, search and seizure, arrest powers. Observation and Patrol: Patrol procedures, crime prevention principles, inspections, and liaison with law enforcement officials.
e) Emergency Response: Bomb, contamination, and terrorist threats, fire safety and evacuation, procedures during earthquakes, and medical emergencies.
f) Communications Systems: The Contractor and allied radio systems, the Contractor telephone system, and telephone etiquette.
g) Traffic Control and Parking: Access control for vehicles, vehicle identification, and on-site parking control.
h) Report Writing: Basic report writing techniques.
i) Plus additional training, as required.

UNIFORMS/EQUIPMENT/VEHICLES

Contractor shall be responsible for providing all equipment, uniforms, and transportation in performance of this Agreement. Contractor shall supply each security officer with complete uniforms at no cost to Contractor employee. Contractor personnel shall wear the security badge of the firm for whom they work, along with a nameplate. Dress uniforms shall be of a color and style that easily distinguishes the security officers from any police personnel and must be approved by the City.

Contractor will monitor the cleanliness and serviceability of officer uniforms.

Contractor shall provide a vehicle (i.e. bicycle, golf cart, automobile, etc.) for mobility throughout the Subject Locations.

a) Equipment: Contractor shall provide the necessary equipment such as flashlights, clipboards, reflective vests, hand-held radios/cellular phones, and other equipment as approved by the City.
b) Firearms: Contractor personnel assigned to this Agreement are not authorized to carry or have firearms in their possession.

All vehicles, radios, and other required equipment shall be maintained in good working order throughout the length of the contract and shall be replaced when it is deemed necessary by the City.

COMPENSATION AND BENEFITS

Contractor shall be required to pay all wages, salary, shift pay, taxes, and benefits pursuant to state and federal law. Contractor shall maintain accurate records of the hours worked and timesheets for each employee shall be submitted with the proper invoice. Contractor employees shall be paid in full for hours worked at the end of the pay period.

All overtime shall have prior approval from the CITY before assigning overtime hours.

LAWS

Contractor shall comply with and shall cause all its agents and employees to observe and apply all applicable laws, ordinances, regulations, orders, and decrees in effect or which may become effective during the term of the agreement.

EXHIBIT "B"

PRICE AND FEE BID

Location	Days	Hours	Weekly Lump Sum	Weeks in 1 year	Total Price
California Street Landfill	Monday- Sunday	7:00 pm to 05:30 am	$ 1,012.92	52	$ 52,671.84
Wastewater Treatment Facility	Monday- Sunday	7:00 pm to 05:30 am	$ 1,012.92	52	$ 52,671.84
Total					$ 105,343.68

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.

ASSERTIVE SECURITY SERVICES & CONSULTING GROUP, INC.

By:_____ Date: _____

Maryam Ayam, President/CEO

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **9th day of March 2023 at 10:00 a.m.** on behalf of the Facilities and Community Services Department for **Security Services for City-Owned Properties at 2151 Nevada St. and 1950 Nevada St. – FCS01262023NA**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Addenda Acknowledged (N/A)	Total Bid Amount
1	Assertive Security Services & Consulting Group, Chatsworth CA	Yes	N/A	$105,343.68
2	Patrol Vision Security Services Inc., Corona CA	Yes	N/A	$111,411.30
3	Alltech Industries, Monterey Park CA	Yes	N/A	$113,880.00
4	Power Security Group, Corona CA	Yes	N/A	$114,452.00
5	Triton Global Services, Inc., Ontario CA	Yes	N/A	$121,888.00
6	American Global Security, Reseda CA	Yes	N/A	$124,176.68
7	Absolute International Security, Inc., El Monte CA	Yes	N/A	$127,234.38
8	Public Safety Services, Riverside CA	Yes	N/A	$129,324.00
9	Quest National Security, Woodland Hills CA	Yes	N/A	$158,937.94
10	Patrol Solutions, Concord CA	Yes	N/A	$168,213.76
11	Citiguard, West Hills CA	Yes	N/A	$191,048.00
12	City Security Patrol, Chatsworth CA	Yes	N/A	$191,100.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers, City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Nathalie Ayala

City Council/Financing Authority Meeting **I. 1.**

DATE: 05/16/2023

TO: The Successor Agency Board of Directors

SUBJECT: Presentation of Sister Cities Hino, Japan visit delivered by Roy Cencirulo (Mayor Tejeda)

DISCUSSION:

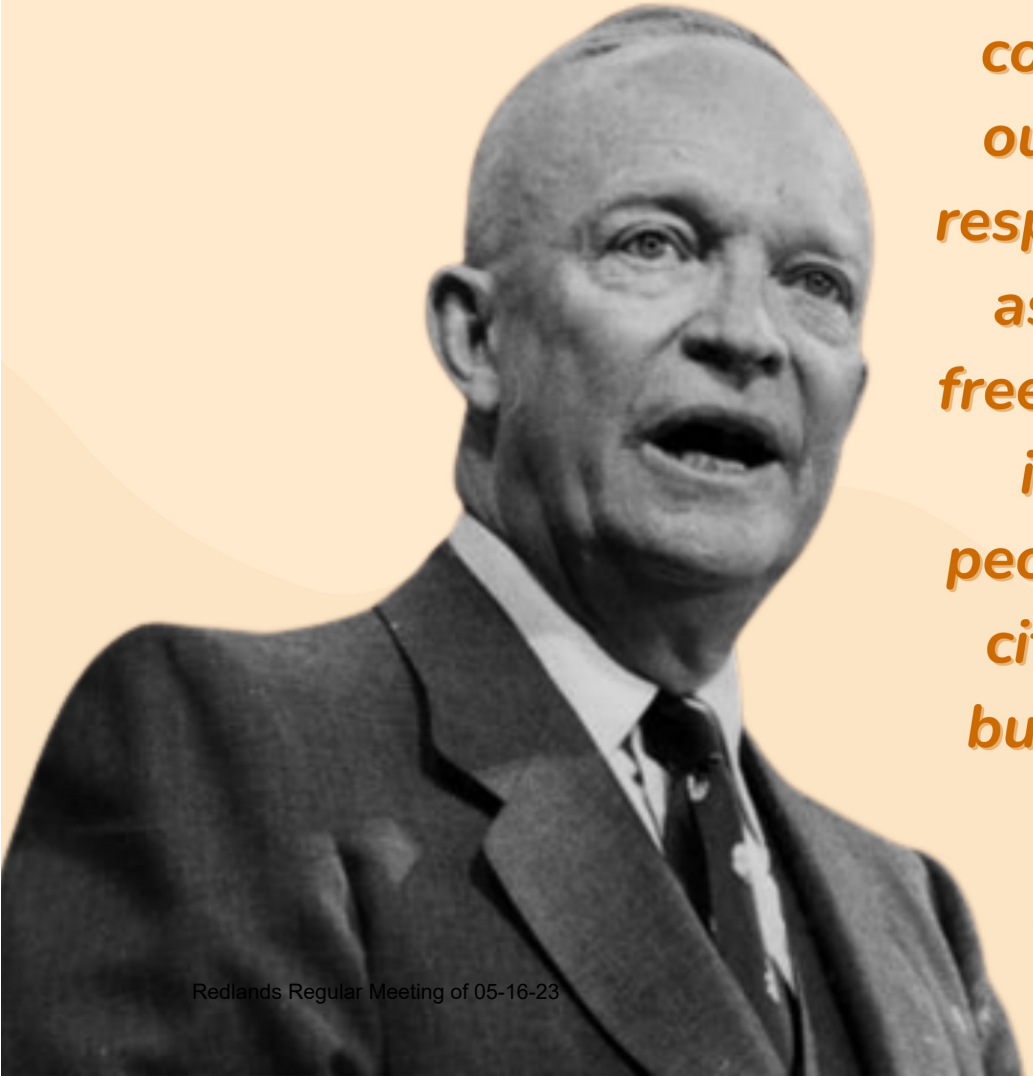
Presentation of Sister Cities Hino, Japan visit delivered by Roy Cencirulo

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Attachments

Presentation


REDLANDS
SISTER CITIES
ASSOCIATION
Redlands Sister Cities Association is a 501 (c) (3) non-profit organization that cooperates with the City of Redlands to "promote education, understanding, & friendship at home and abroad."



"Two deeply-held convictions unite us in common purpose. First, is our belief in effective and responsive local government as a principal bulwark of freedom. Second, is our faith in the great promise of people-to-people and sister city affiliations in helping build the solid structure of world peace."
President Eisenhower

THREE SISTER CITIES

Sister cities is established in 138 countries and has created over 1,800 partnerships in the world. The state of California has 79 member communtiies.





Hino, Japan

In the center of the Tokyo metropolis



Linli, China

Located in the Hunan province of the People's Republic of China



San Miguel de Allende, Mexico

In the state of Guanajuato in central Mexico



First visitor from Hino to Redlands in 1963



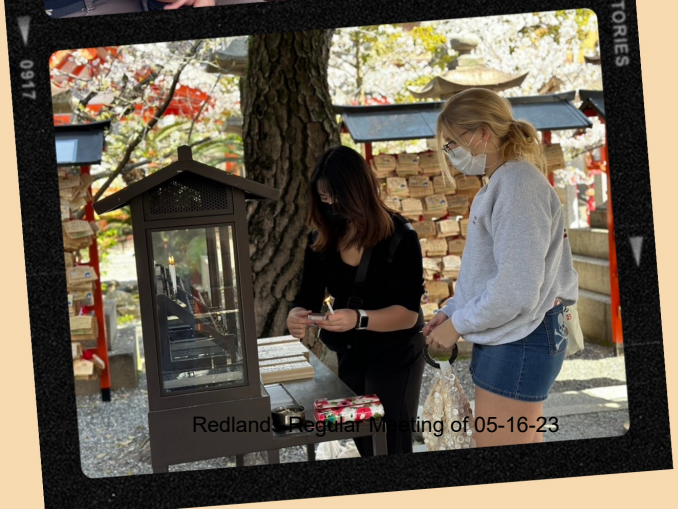


Student Exchange

During spring break high school students from Redlands travel to Hino, Japan for a two week homestay. During summer, high school students from Hino visit Redlands. These exchanges happen every other year.







INTINERARY

- Arrival at Haneda airport
- Tour of Hino Dai-ichi Elementary School
- Takahata-Fudo Temple
- Brass Band Welcome Party at Hino Dai-ichi
- World Heritage Center
- Odawara Castle
- Outing to Metropolitan Toyko
- Hinojuku Honjin House
- Furusato History Museum
- Visit to Mayor Otsubo at City Offices
- Hino Fire Station Tour
- Tour of waste management facility
- Visit Minami-Daira Senior High School
- Outing to Shibuya, Harajuku, Meiji Shrine
- Take Shinkansen to Kyoto for 3 day trip
- Visit Shrines & Temples in Kyoto
- Visit Nara Park
- Boccia Ball Games
- Farewell Party



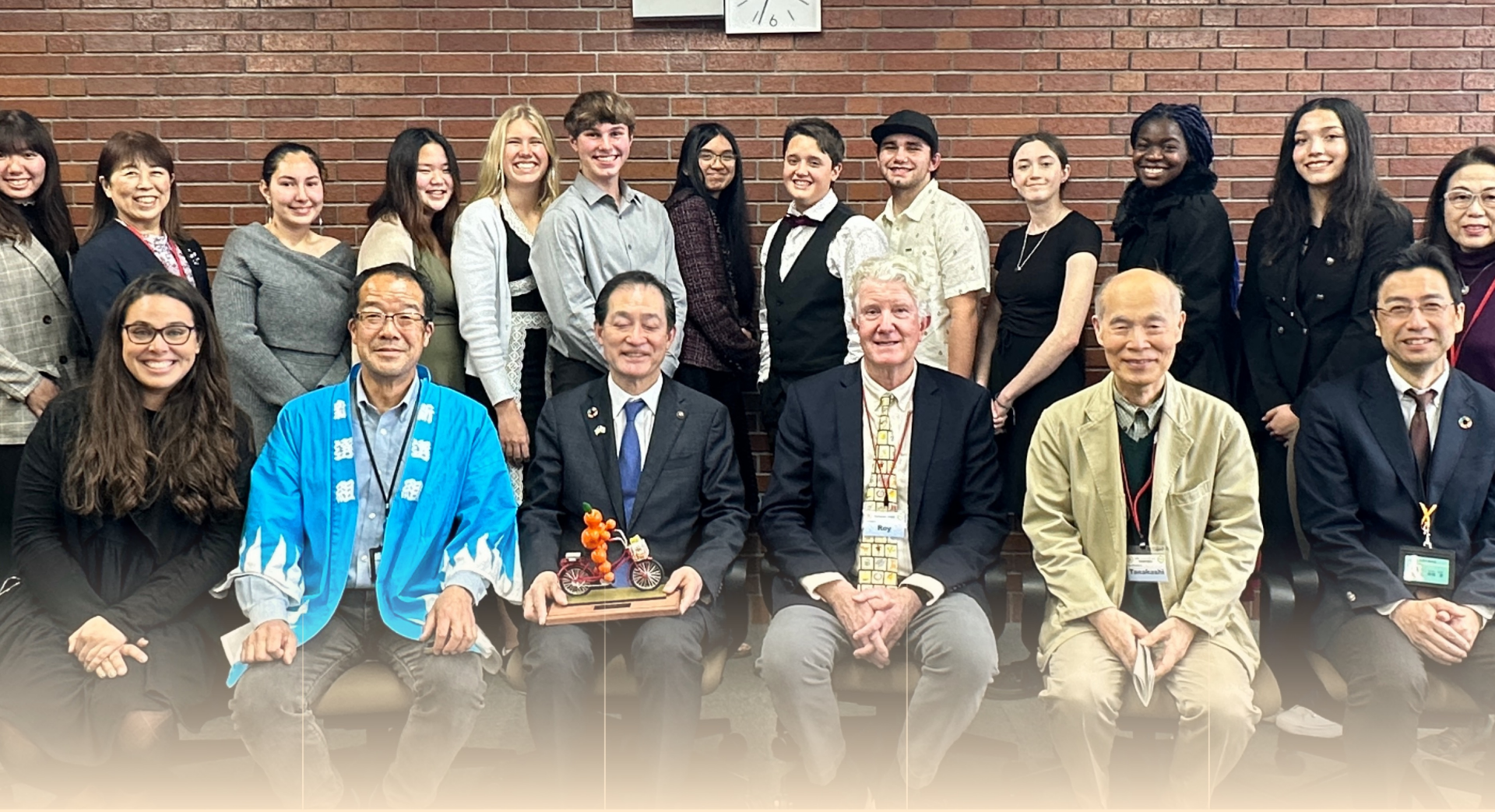









WELCOME



Redlands student delegates and chaperones present Hino City Mayor, Mr. Otsubo, with the gift of an Orange Man crafted by Tim Sullivan, a local Redlands artist



City offices in Hino display memorabilia from Redlands Sister Cities



60th Anniversary Invitation

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.

Let's Connect

Website
RedlandsSisterCities.org

Instagram
@redlandssistercities

Facebook
RedlandsSisterCities



City Council/Financing Authority Meeting **I. 2.**

DATE: 05/16/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Conference Report- 2023 Regional Conference of the Southern California Association of Governments (SCAG) and General Assembly (Council Member Saucedo)

DISCUSSION:

For this evening's City Council Meeting, Council Member Saucedo will provide a report relating to his attendance at the 2023 Regional Conference of the Southern California Association of Governments (SCAG) and General Assembly held May 4-5, 2023, at the JW Marriott Desert Springs Resort & Spa in Palm Desert, California.

City Council/Financing Authority Meeting **I. 3.**

DATE: 05/16/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Presentation of the 2023 General Fund Revenue Review (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 receive and file the 2023 General Fund Revenue Review report.

RECOMMENDATION:

Staff recommends that the City Council receive and file the 2023 General Fund Revenue Review report

DISCUSSION:

Creating a sustainable path for the financial management of the City and its resources has been top of mind for the Council and City Manager, as evident from the accomplishments over the past decade: solid reserve levels, sound financial policies established, navigating through a global pandemic, and the passage of the Measure T sales tax.

To build on, and maximize these successes, the City Manager directed staff to perform a recurring review of the City's main sources of general fund revenue. Through this effort, the structural balance of the City's budget can be explored and the revenue trends that define the City's financial parameters can be analyzed in-depth.

The General Fund Revenue Review 2023 attached will provide a short overview of the report's purpose, summarize the general fund's revenue structure, briefly discuss the state-local relationship that governs the City's revenue authority, and

examine the City's top six (6) general fund revenue streams.

The following is a discussion of both the national and local economic outlooks that will influence the development of the mid-Biennium Review and subsequent budget reports. Various economic forecasts are reviewed in the development of the revenue estimates, including the national and State economic forecasts produced by the Anderson School of Management at University of California – Los Angeles (UCLA) and the Economic Outlook section of the Governor's CA State Spending Plan. The City also uses consultants that focus on specific revenue categories such as sales and property tax.

Economic Environment

As we consider where we are in the current macroeconomic cycle, it is useful to look back on how we arrived at this point. The months and years following the initial onset of the COVID-19 pandemic saw a very significant amount of liquidity infused into the economy, through various federal and monetary stimulus programs. At the same time, there were supply chain issues, labor shortages, and an increased demand for goods. These factors contributed to the consumer price index reaching a 40-year high in 2022. It was 9.1% in June 2022 while it was usually under 2% annually during the last 12 years. This led the Federal Reserve to implement its most aggressive series of interest rate hikes in 4 decades. Between March 2022 and March 2023, interest rates were raised nine times and a total of 4.75% in an effort to cool broad-based inflation.

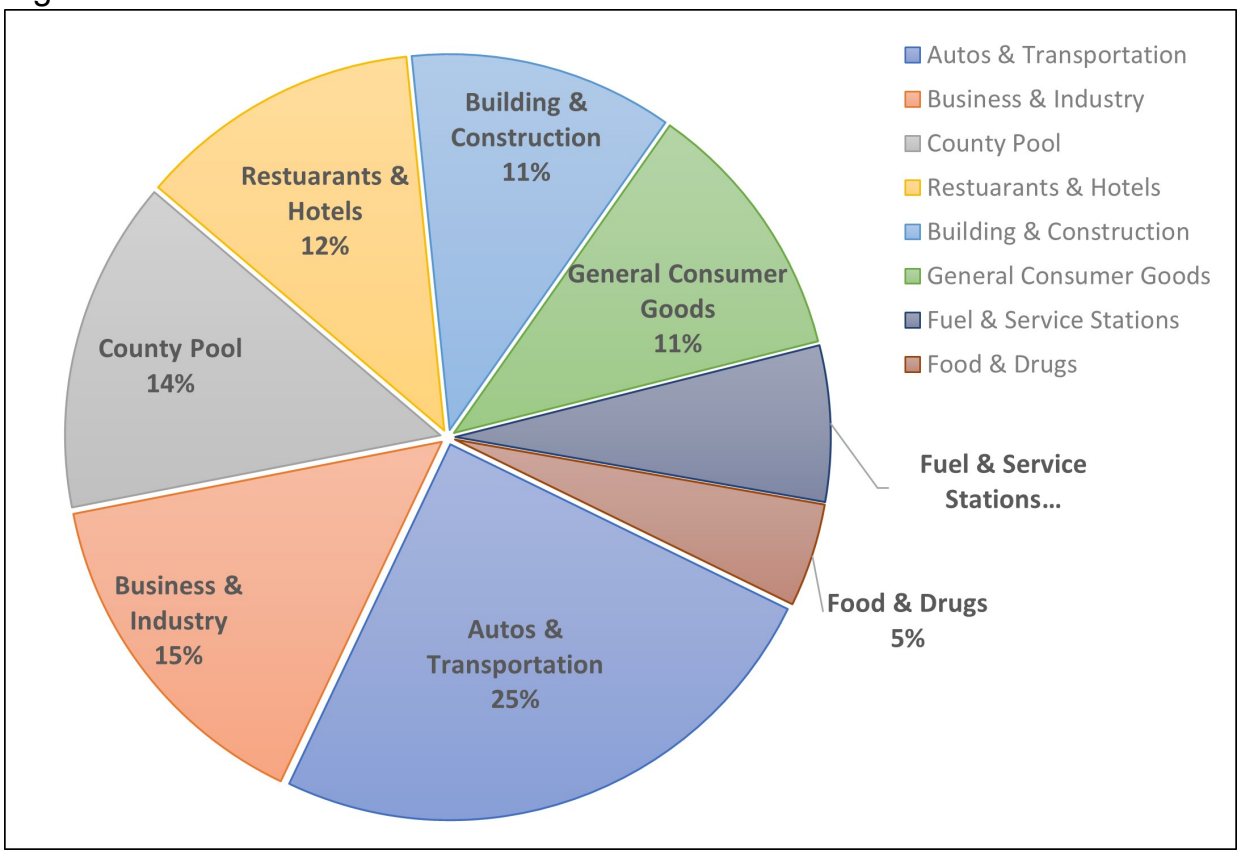
The impacts of continued elevated inflation and concerns over a potential recession have caused consumer confidence to fluctuate month-over-month, projecting a slow-down in consumer spending in Fiscal Year (FY) 2024. This has implications for the City's largest source of General Fund revenue: sales tax.

The uncertain future paths for inflation and Federal Reserve policy pose short-term risks. If high inflation persists longer than expected or if the Federal Reserve policy causes greater pullbacks by businesses or individuals, the economy could tip into a mild recession. This could lead to a steeper decline in investment and interest-sensitive consumption, which, in turn, could cause a larger decline in economic growth and reduced employment and personal income growth.

From a local perspective, the City saw significant recovery from the effects of the pandemic over recent years. The City's unemployment rate and General Fund revenue streams have all returned to and performed better than their pre-pandemic levels. While some cities that were heavily reliant on the tourism and hospitality industries saw their General Fund revenues decline sharply during the COVID-19 pandemic, the City saw a shift in spending away from the restaurant and hotel sector to the food and drug sector (groceries, drug stores, etc.). To a certain extent, the City's diverse retail and business landscape enhances its capacity to adapt and bounce back from economic disruptions.

However, FY 2020 did result in a loss of sales tax revenue for the City of roughly 7% compared to the prior year. Figure 1 below visually presents the economic diversification of the City's sales tax generators as of the third quarter of 2022.

Figure 1.



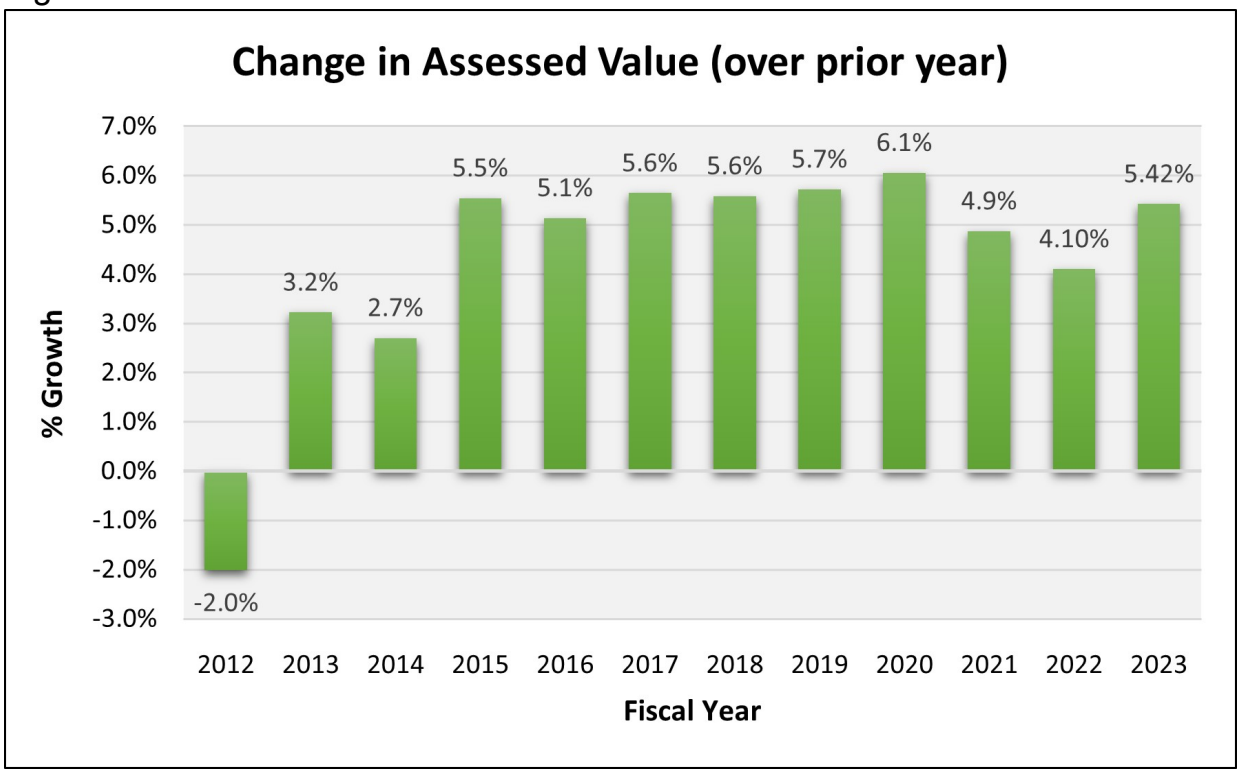
Property tax is the second largest source of General Fund revenue and is based on the assessed value of real property within the City. The assessed value of a property is linked to its sale price, inflation and other factors. As can be expected, continuously rising interest rates have impacted many areas of the economy, most significantly the housing market. Housing is one of the most critical sectors of the economy. Both home construction and home price levels accelerated briskly through much of 2021 and the first half of 2022. However, as interest rates began to rise, both property sales and home prices have been declining. Between the second quarter of 2022 and the first quarter of 2023, the median price for single family homes in Redlands dropped by 10.6%, with 41% fewer sales occurring during the first quarter of 2023 as compared to the second quarter of 2022. Additionally, there are a large number of housing units currently under construction and in the development pipeline within the City. Once these housing units are completed, there will be a considerable amount of new housing inventory available for sale. This high inventory, coupled with high mortgage rates, would likely put further downward pressure on home prices.

Figure 2 below illustrates the growth in total assessed property values within the City over the last 12 years. The early- and mid-2010s reflect the impacts of and growth following the great recession. Although there is uncertainty in the

housing market currently, this revenue stream benefits from the lag between changes in market values and assessed values for tax purposes. The lag occurs due to the amount of time that passes from when a property is sold to when it is reassessed and then another lag until the assessment is collected from the taxpayer. This lag provides that the City's finances are at least partially insulated from the immediate effects of deterioration in the housing market, but recovery of this revenue stream also lags economic conditions.

The dip in growth seen in 2021 and 2022 reflects some of the impacts experienced in the first few quarters following the onset of the pandemic in 2020. The higher growth in 2023 reflects the intense sale activity in the housing market of late 2021 and 2022. Transfer of ownership (home sales) accounted for nearly 4.5% of the total growth of 5.4%.

Figure 2.



Factors that will influence property tax revenue over the coming years include the amount of new construction anticipated to be added to the County tax rolls, the increase in housing costs and or property sales, and the increase in the consumer price index. Certainly, macroeconomic factors such as unemployment, interest rates and inflation will play a key role as well.

Conclusion

Similar to the outlook regarding the national economy, the local economy is anticipated to weaken near the end of Fiscal Year 2023 and leading into Fiscal Year 2024. However, as several economic indicators have just recently started to weaken, it is very difficult to forecast the length and severity of a possible

looming recession. Many policies and decisions made at the national level significantly influence the local economy. In order to combat extremely high inflation rates, the Federal Reserve will likely continue raising interest rates – which may further impact the local real estate market – in order to reduce overall economic activity. Taken together, slow to moderate growth is anticipated over the six-year forecast period among economically sensitive revenues such as Property Tax, Sales Tax, Business License Tax, and Transient Occupancy Tax receipts.

ALTERNATIVES:

This presentation is an informational item only. No alternatives are presented.

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

REVIEWED BY:
Janice McConnell, Assistant City Manager

Fiscal Impact

Fiscal Year: FY 2023

Discussion:

There is no fiscal impact associated with acceptance of this presentation.

Attachments

Revenue Review Report 2023

City of
REDLANDS
Incorporated 1888

CHARLES M. DUGGAN, JR.
City Manager

35 Cajon Street,
Redlands, CA 92373
909-798-7510
cduggan@cityofredlands.org

City of Redlands
General Fund Revenue Review 2023

Purpose

The City's General Fund is the largest operating fund within the City. The sources of revenue for this fund include property tax, sales tax, franchise fees, business license tax, hotel (transient) occupancy tax, licenses and permits, fines, fees, and several other sources. The General Fund provides resources for primary operations of the City, including police, fire, parks, Library, recreation & senior services, public works and general government administration. The General Fund does not finance any utility operations such as water, sewer, and trash.

Ensuring that the General Fund has adequate resources to support the essential services of the City requires an examination of spending plans, revenue forecasts, and any potential imbalances between the two. Further, in terms of long-term financial planning, it requires assessing how revenues are structured in order to ensure they are sufficient to support the needs of the local community. This is the purpose of the Revenue Review.

General Fund Revenue Structure

In developing a spending plan for General Fund expenditures, several factors are present. The first is that needs and priorities will always exceed the revenue to support everything that we, as a city, want to accomplish. Through long-term financial planning, staff's goal is to ensure multi-year budget stability while also addressing, to the extent possible, the City's basic service needs and the backlog of unmet/deferred infrastructure and maintenance needs. Second, revenue forecasts are built on assumptions. General Fund revenues are projected based on history, known and anticipated future changes, input from city departments and outside sources (such as consultants). These forecasts consider trend analysis, economic modeling and are governed by a forecasting policy.

A forecasting policy can be either conservative or objective. In a conservative forecasting policy, revenues are systematically underestimated in order to reduce the danger of budgeting more spending that actual revenues will be able to support. An objective approach estimates revenues as accurately as possible. While a conservative approach reduces the risk of a revenue shortfall, it can cause unnecessary financial stress on budgeting and spending. An objective approach, which the City adopted several years ago, avoids this unnecessary constraint, but it comes with a greater chance of experiencing an actual revenue shortfall if the economy fails to perform as expected. Good budgetary reserve policies, many of which the City has already adopted, help guard against this risk.

Various externally prepared forecasts are reviewed in the development of the City's revenue estimates, produced by Hinderliter, de Llamas and Associates (HdL) Companies. Various economic forecasts are reviewed in the development of the revenue estimates as well, including the national and State economic forecasts produced by the Anderson School of Management at University of California – Los Angeles (UCLA) and the Economic Outlook section of the Governor's CA State Spending Plan.

Lastly, because of the steps involved with collecting and disbursing property and sales tax statewide, cities and local governments do not know the true performance of these revenue streams until the "accrual" period ends 60 days after the end of each fiscal year. There is a large lag between the time when revenues are generated and when they are received by the City. Property tax bills are mailed to property owners in October for the prior year of assessed value. These bills are payable in two installments – one due in December and one due in April each year. The City starts receiving the majority of this revenue halfway into the fiscal year (January through July/August). Sales tax also lags, but not as significantly. Businesses have roughly 3 weeks after the end of each month to estimate their sales taxes due and remit payment to the state. The state then has 4 weeks to reconcile and disburse these monies according to complex allocation formulas. For example, sales tax generated in July will be remitted to the City at the end of September. This lag continues throughout the fiscal year.

State-Local Relationship

The backdrop of any discussion of municipal revenues must be the state-local relationship and the provisions of the California Constitution that govern that relationship. It has certainly evolved over time.

From time to time, state policy fundamentally shifts how local revenue can be used. In recent years, the state has reallocated local property tax revenue, imposed revenue swaps that delayed local sales tax receipts to fund its own deficit, eliminated redevelopment, and made other changes in local funding arrangements and authority. In response, local governments have successfully proposed initiative measures to restrict state interference with their funding and affairs (Proposition 1A in 2004 and Proposition 22 in 2010, both intended to protect local revenue from state interference).

Cities deliver more public services than any other level of government. Cities play the largest role in delivering public services to Californians, spending over twice as much per capita as the state.

In California, locally elected officials in cities do their best to match revenues with providing services and facilities needed by their communities. However, a local council member does not have full control over the type or amount of revenue that can be raised or the purpose for the revenue.

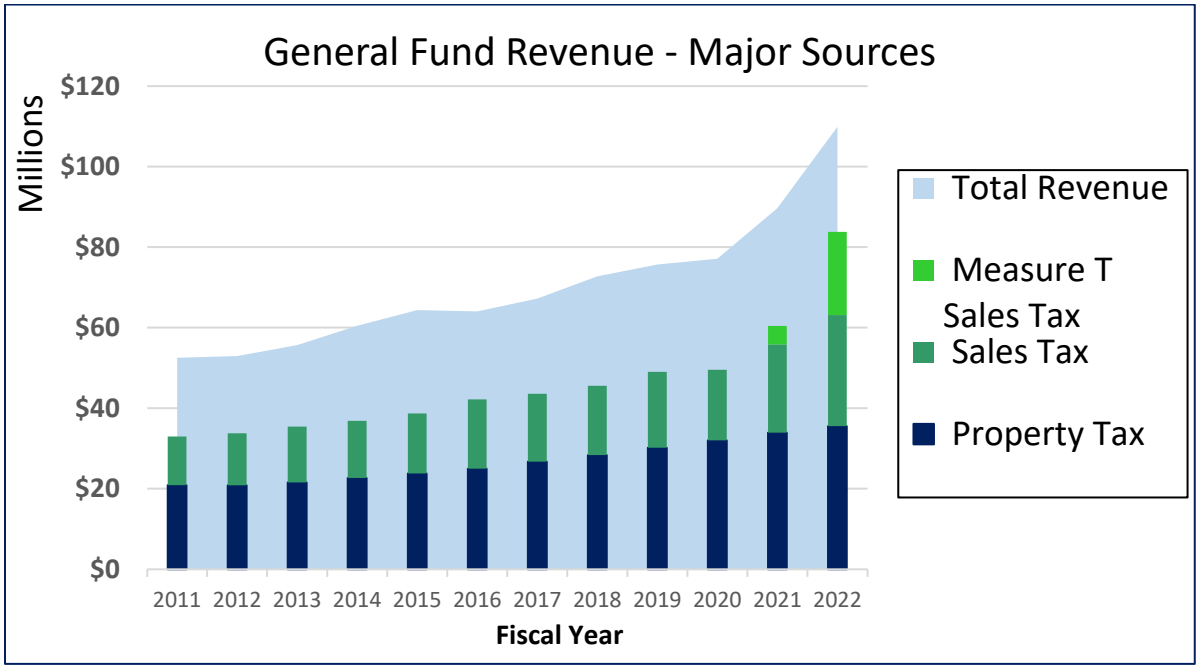
Some of the most significant legal limitations on the local revenue-raising include:

- Property tax rates are fixed and the distribution of property tax to counties, cities, special districts, and school districts is controlled by the legislature.
- Imposing, increasing, or extending any type of tax requires voter approval.
    - There are only 7 exceptions to the legislative definition of "tax"
        - Fees for a lease/rental
        - Fees for a product/service
        - Fees for inspections, permits, or other regulatory costs
        - A fine or penalty as a result of a violation of law
        - A charge imposed as a condition of property development
        - Rates related to water, sewer, trash or other public utilities
- Fees for the use of local agency facilities and for services may not exceed the reasonable cost of providing those facilities and services.
- Rates for services such as water, sewer, and trash collection are subject to property owner majority protest.

Top Six General Fund Revenue Streams

Historically, property tax has been the largest source of General Fund revenue, comprising roughly 40% of the revenue and sales tax hovering around 25% until recently. In November 2020, voters approved Measure T – an "add-on" one-cent sales tax dedicated to the City for reinvestment into public safety, public infrastructure and other general services. The sales tax went into effect April 1, 2021. At the end of FY 2022, when Measure T had been collected for the first full fiscal year, together basic sales tax and Measure T sales tax constituted 44% of General Fund revenues while property tax comprised only 32% of General Fund revenue. Figure 1-a. below illustrates how the ratio of sales and property tax has changed over the last 12 years.

Figure 1-a.



The top six (6) revenue categories generate just over 80% of the total projected resources available to support General Fund needs on an annual basis. Figure 2-a. below helps to illustrate the breakdown.

Figure 2-a.

General Fund Revenue Sources	Audited Actual FY 2022		Biennial Budget FY 2023		FY 2024	
	Amount	As % of Total Revenues	Amount	As % of Total Revenues	Amount	As % of Total Revenues
Property Tax	35,544,452	32%	36,425,030	32%	37,376,555	34%
Sales Tax	27,566,693	25%	27,892,791	25%	28,051,502	25%
Measure T Sales Tax	20,665,478	18%	18,207,000	16%	18,696,000	17%
Business License Tax	4,799,214	4%	4,892,000	4%	4,900,000	4%
Hotel Occupancy Tax	2,055,969	2%	2,100,000 *	2%	1,609,000	1%
Franchise Fees	2,625,852	2%	4,524,498 *	4%	2,567,833	2%
Total - Top 6 Sources	93,257,658	83%	94,041,319	84%	93,200,890	84%
Total Revenues	111,914,708	100%	112,495,977	100%	111,195,134	100%

*Revenues in these two categories were adjusted from budgeted amounts based on year-to-date receipts being higher.

Sales Tax has a unique structure that continues to evolve over time. Various factors have recently affected the City's distribution of sales tax. This includes Measure T, the Amazon corporate restructuring, the ongoing equitable distribution debate amongst cities in California, and the "donut hole". As noted previously, Measure T added substantially to the City's revenue stream. With this new revenue, additional accountability is required for its expenditure. Specifically, the Measure T Citizen's Oversight Committee was established to ensure that Measure T spending represents additional investment in public safety and public infrastructure, both to rebound from the cuts necessitated by the COVID-19 pandemic and then to make added improvements that address deferred maintenance and reduce response times for emergency services.

In early 2021, one of the state's largest online retailers (Amazon) shifted its ownership structure so the sales tax it generates is now being entirely allocated to the specific city where the warehouse fulfillment center is located as opposed to going into a countywide pool that is shared with all jurisdictions in that County, as was done previously. This change produced a windfall for the City, as it has two fulfillment centers: one within city limits and one in the "donut hole". This change alone has increased sales tax revenues for the City by as much as $1.8 - $2.2 million annually.

The Donut Hole is an unincorporated piece of land in San Bernardino County surrounded entirely by the City of Redlands. In 2003, the City and the County reached an agreement under which the City would provide municipal services (public safety, water, etc.) to the properties and, in exchange, the City would share in the sales tax generated from the businesses located on those properties. It provided a 20-year tax sharing horizon: during the first 20 years of the operation of a business located within the donut hole, the City would receive 90% of the sales tax it collected. After 20 years, the City would receive 100% of this revenue. The City benefited as the commercial and retail development of the donut hole expanded, but this also came with a spike in demand for police and fire services. Additionally, there are numerous large multi-family housing developments over which the City exercises no design control or development standards. These housing units have greatly strained public safety resources on the west side of the City without adding any additional revenue to the City's general fund, as the properties generate no sales tax and the City is not entitled to any property tax from these developments.

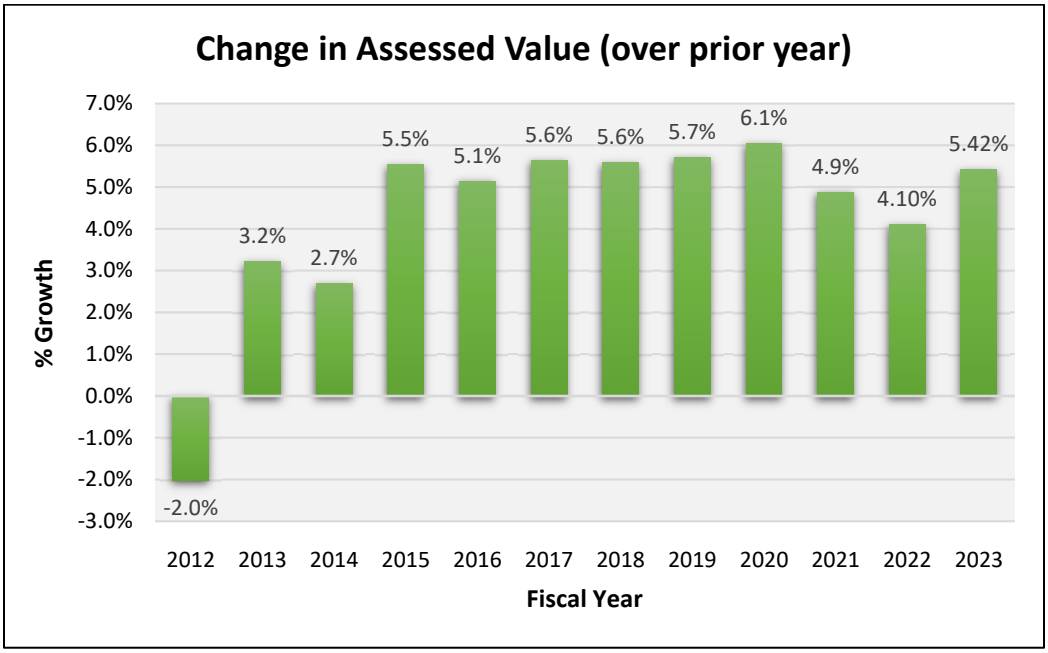
Because the distribution of sales tax has shifted dramatically after Amazon's change, many cities in California saw big swings in their General Fund revenues. The change has created winners and losers amongst cities as the online sales tax revenue from the retailer that was once spread amongst all cities in countywide pools is now concentrated in select cities that host a fulfillment center or centers. The California League of Cities continues to call on the State Legislature to pass legislation that provides for a fair and equitable distribution of the local sales tax from online purchases, based on data where products are shipped to instead of where the fulfillment center is located. Changes like this will impact the City's bottom line if sales tax revenues from Amazon were redistributed according to the prior allocation to a County pool or some other, more equitable distribution.

Property Tax has continued to be a very strong revenue stream for the City. The City's General Fund currently derives roughly one third of revenues from property taxes, mainly secured, which is a one percent tax on the assessed valuation of all real property in the City, subject to various exemptions and adjustments. Property tax is a stable source of revenue, consistently but slowly growing every year with only very rare decreases. This year marks the 11th straight year of growth in the total assessed value in the City. This trend is significant because as the assessed value increases, so too will revenues from property tax.

After a two-year housing boom spurred largely by record-low borrowing costs, the local real estate market is cooling down, reflecting the tightened credit environment with high mortgage rates. While property tax lags current economic conditions due to assessment practices, there is a sense that real estate and home prices will

begin to drop. While growth in assessed value has slowed from an all-time high of 6.1% in recent years, steady home prices, new construction (both residential and commercial) appear to be on a path to contribute to the City's growth in assessed value over time.

Figure 3-a.



One aspect of the Property Tax, which sets it apart from other revenues, is that it is much slower to recover from declines as there is a long lead time from when real estate conditions improve to when these improvements are translated to higher assessments and then show up as higher property tax collections.

Business License Tax has been on a steady path of recovery as many businesses navigated through and out of the COVID-19 pandemic. It is typically a lagging indicator of the economy because the tax assessed to an individual business is based on the amount of that business' prior year gross receipts. There are also other factors in play when it comes to evaluating business license tax revenue. As a result of the pandemic, many new trends in commerce have developed including the delivery economy and the changes in employment trends. Online platforms like Uber and Lyft say the number of people providing services on their networks is increasing steadily after a sharp decline early in the pandemic. This economic activity, along with other trends in self-employment like unreported home-based businesses, is not necessarily reflected in business license tax revenue.

Also, some smaller businesses, particularly in the hotel & restaurant industry, have survived the pandemic but have not yet returned to enjoying the same margins as they did pre-pandemic.

Hotel Occupancy Tax is a key form of visitor tax, sometimes called the transient occupancy tax (often known by the acronym "TOT") or hotel bed tax. The City taxes any persons staying 30 days or less in hotels, motels and similar lodgings. The lodging provider is responsible for collecting the tax from guests and turns the funds over to the city. The accompanying sheets describe each revenue source in detail. Under the hotel occupancy tax section, it is noted that annual revenues from the City's hotel occupancy tax can vary quite a bit, with year-over-year changes between -3% to nearly +30% during the last 10 years. While this revenue source recovered from the pandemic-related market disruptions, it can still fluctuate greatly. Impacts related to a possible upcoming recession introduce new uncertainty into this already variable revenue source.

Franchise Fees are a form of rent for use of public streets and roadways. Examples of businesses that pay franchise fees include cable television companies, electric utilities, and natural gas pipeline companies. Federal and state law limits the amount of some franchise fees (for example, video and cable television franchise fees). For the City, franchise fees are collected in the Electricity, Gas, and Cable/Internet categories.

Franchise fees are received quarterly from Frontier and Charter Communications (Spectrum), and annually from Southern California Edison and Southern California Gas Company. The franchise fee from the Gas Company represents the largest portion of revenue in this category, mainly due to the City's largest gas user, Southern California Edison's power plant. The Gas Company's franchise fee in the prior year (2022) was $1.2 million, similar to FY 2021, so it was budgeted flat for this fiscal year at $1.2 million. The fee is heavily dependent on gas prices and usage, which makes it volatile from year to year. With the surge in gas prices this winter and a variety of other factors, including unusually cold weather, the franchise fee from Southern California Gas Company was the highest ever received at roughly two and a half times its budgeted amount, $3.03 million.

The following pages contain a more in-depth discussion and analysis of each of six major revenue categories mentioned in this analysis.

Sales (and Use) Tax

General Description:
A tax imposed on the total retail price of any tangible personal property and the use or storage of such property. California's sales tax is imposed on retailers for the privilege of selling tangible personal property. A corresponding use tax is imposed on the buyer of tangible personal property if the retailer is out of state or not otherwise required to collect the tax. There are several transactions exempt from sales tax, including the sale of real property, food sold for home consumption (groceries), prescription medications, and others.

Authority by which revenue imposed:
California Constitution Article XIII sections 25.5(a)(2), 29; Revenue and Tax Code section 7200 et seq.

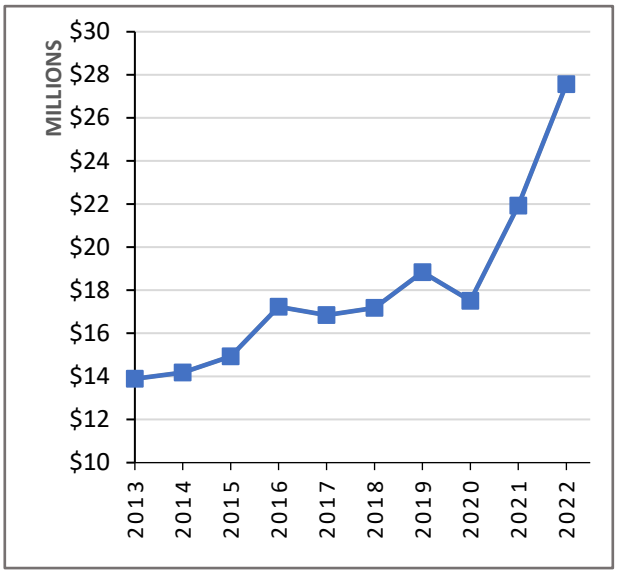
Process required for rate change:
Legislatively referred constitutional amendment or initiated constitutional amendment, both of which require the majority of voter approval statewide.
However – cities can change/add *Transactions & Use* tax amounts by majority vote of city voters.

Date and ordinance number of last rate change:
N/A

Remitted by:
Retailers, monthly, to the state

Ten-year History

Fiscal Year	Revenue	% Change
2013	13,887,291	-
2014	14,179,793	2.1%
2015	14,926,925	5.3%
2016	17,232,750	15.4%
2017	16,843,091	-2.3%
2018	17,177,492	2.0%
2019	18,838,445	9.7%
2020	17,510,274	-7.1%
2021	21,924,279	25.2%
2022	27,566,693	25.7%



Rates charged by other nearby cities:
N/A – this is a uniform tax for all cities.
However, the amount of "add-on" sales tax, known as a transactions and use tax, varies and will be discussed under that page

Increase in current rates would yield (based in FY 2022 revenues):
N/A

Special Notes:

Components of the Statewide Sales and Use Tax	
State General Fund	3.9375%
Counties – for Health & Welfare	0.5000%
Counties – for Corrections	1.0625%
Cities & Counties for Public Safety (Prop 172)	0.5000%
County Transportation Fund	0.7500%
City/County General Funds*	1.0000%
Total Statewide base rate	**7.7500%**

*This portion is referred to as the Bradley-Burns Local Sales and Use Tax and, with the exception of an "add-on" tax like Measure T, this is the only portion of sales tax that the City receives from the 7.75% charged to consumers.

Transactions & Use Tax (Add-On Sales Tax)

General Description:
An additional tax levy on top of the Bradley-Burns Local Sales and Use Tax imposed by individual cities or counties when approved by the local jurisdiction's voters. Generally referred to as sales tax, a transactions and use tax applies to merchandise that is delivered in a jurisdiction that imposes such a tax. Six other cities in San Bernardino County have established add-on transactions & use taxes.

REDLANDS – Total Sales Tax Rate	
Total Statewide base rate	7.7500%
Measure T – "Add-On" Transactions & Use Tax	1.0000%
Total City of Redlands Rate	8.7500%

Authority by which revenue imposed:
California Constitution Article XIII sections 25.5(a)(6); Revenue and Tax Code sections 7251 et seq. and 7285 et seq.

Process required for rate change:
City to seek voter approval by simple majority if general purpose, and special purpose taxes require 2/3rds majority approval.

Date and ordinance number of last rate change:
Effective 4/1/2021 – Ordinance No. 2913

Remitted by:
Retailers, monthly, to the state

Three-year History

Fiscal Year	Revenue	Rate	% Change
2020	-	-	
2021	4,617,190	1%	-
2022	20,665,478	1%	348%

"Add-On" sales tax rates charged by other nearby cities:
Ontario – 0%
Fontana – 0%
San Bernardino – 1%
Rialto – 0%
Victorville – 1%

Increase in current rates would yield (based in FY 2022 revenues):
0.25% - $5.17 million/year
0.50% - $10.33 million/year
0.75% - $15.5 million/year
1.00% - $20.6 million/year

Property Tax

General Description:
Property taxes are an ad valorem tax imposed on real property (land and permanently attached improvements) and tangible personal property (movable property like airplanes) within the state. Proposition 13 (CA Constitution Article XIII A) limits the real property tax rate to 1 percent of a property's assessed value. The assessed value of a property is determined annually by the County Assessor's Office and, under the provisions of Prop 13, assessments in value may rise no more than 2 percent per year unless there is a change in ownership.

Authority by which revenue imposed:
California Constitution Article XIII and XIII A; Revenue and Tax Code sections 95, 97

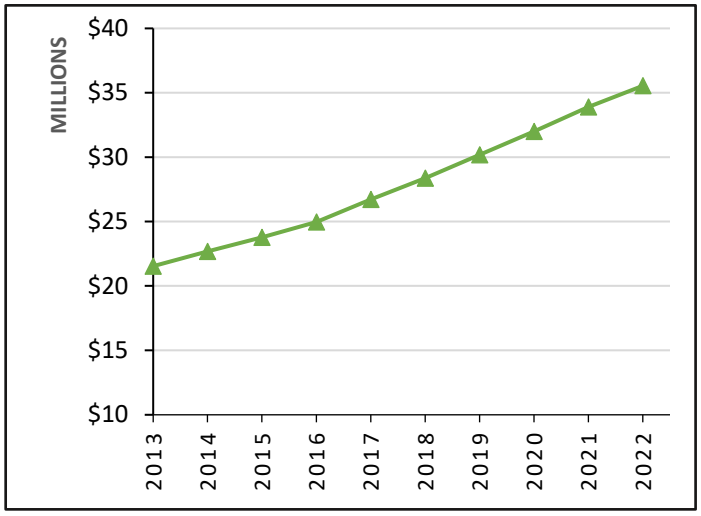
Process required for rate change:
Legislatively referred constitutional amendment or initiated constitutional amendment, both of which require the majority of voter approval statewide

Date and ordinance number of last rate change:
Proposition 13 - 1978

Remitted by:
Property owners to the County. County then apportions to all taxing entities (school districts, special districts, cities, etc.).

Ten-year History

Fiscal Year	Revenue	% Change
2013	21,537,875	-
2014	22,674,407	5.3%
2015	23,765,111	4.8%
2016	24,961,376	5.0%
2017	26,720,029	7.0%
2018	28,364,288	6.2%
2019	30,174,703	6.4%
2020	31,998,814	6.0%
2021	33,894,044	5.9%
2022	35,544,452	4.9%



Rates charged by other nearby cities:
N/A

Increase in current rates would yield (based in FY 2022 revenues):
N/A

Business License Tax

General Description:
Tax on businesses for the privilege of conducting business within the City. The City's business license tax operates like an excise tax and is imposed on businesses mainly according to their gross receipts. Business licenses can be implemented one of two ways – for revenue-raising or for regulatory purposes. The City's business license is imposed for revenue-raising purposes.

Authority by which revenue imposed:
Government Code section 37101; Business and Professional Code section 16000 et seq.

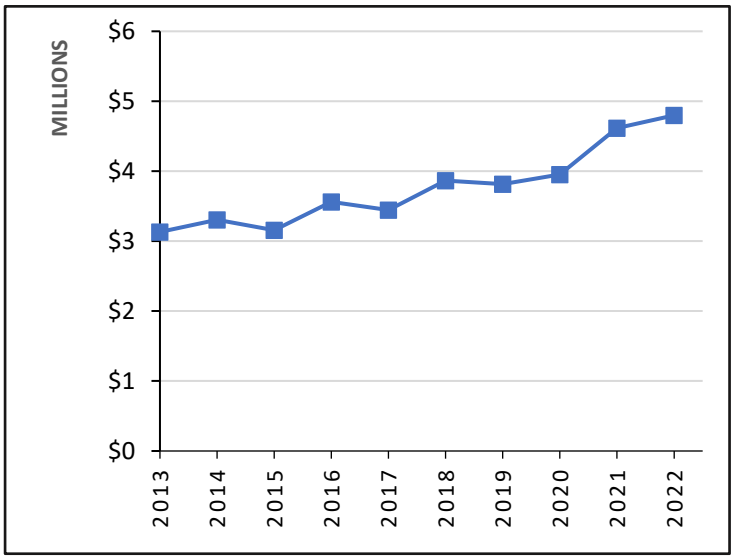
Process required for rate change:
City to seek voter approval by simple majority if general purpose, and special purpose taxes require 2/3rds majority approval.

Date and ordinance number of last rate change:
Effective 1/1/2023 – Ordinance No. 2936

Remitted by:
Business owners with locations within the City, and business owners outside City limits doing business within the City

Ten-year History

Fiscal Year	Revenue	% Change
2013	3,131,659	
2014	3,305,534	5.6%
2015	3,156,089	-4.5%
2016	3,559,713	12.8%
2017	3,443,044	-3.3%
2018	3,865,973	12.3%
2019	3,815,435	-1.3%
2020	3,951,739	3.6%
2021	4,615,449	16.8%
2022	4,799,214	4.0%



Rates charged by other nearby cities:
The structure of the City's ordinance sets multiple rates scales for various business types, therefore a comparison is difficult.

Increase in current rates would yield (based in FY 2022 revenues):
The structure of the City's ordinance sets multiple rates scales for various business types, therefore without a specific rate increase scenario, it is difficult to forecast increases based on raising the tax rate.

Transient (Hotel) Occupancy Tax

General Description:
General tax imposed on the privilege of using a hotel accommodation. The tax was originally designed to compensate local government for the increased public service costs incurred by serving local tourists.

Authority by which revenue imposed:
Revenue and Tax Code, sections 7280 & 7281.

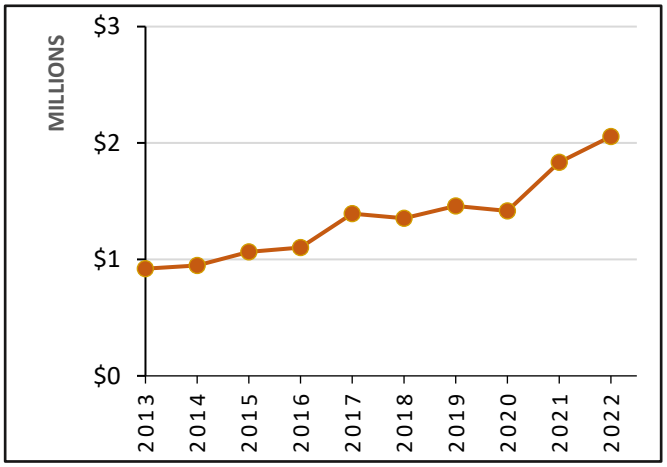
Process required for rate change:
City to seek voter approval by simple majority if general purpose, and special purpose taxes require 2/3rds majority approval. Nearly all transient occupancy taxes have been imposed as general taxes.

Date and ordinance number of last rate change:
Effective 1/1/1990 – Ordinance No. 2083

Remitted by:
Operators of hotels/motels or their agents, collected from their customers

Ten-year History

Fiscal Year	Revenue	Rate	% Change
2013	920,695	10%	-
2014	948,164	10%	3.0%
2015	1,064,185	10%	12.2%
2016	1,101,655	10%	3.5%
2017	1,393,483	10%	26.5%
2018	1,352,797	10%	-2.9%
2019	1,459,321	10%	7.9%
2020	1,416,856	10%	-2.9%
2021	1,834,855	10%	29.5%
2022	2,055,969	10%	12.1%



Rates charged by other nearby cities:
Ontario – 11.75%
Fontana – 8%
San Bernardino – 10%
Rialto – 9%
Loma Linda – 10%
Grand Terrace – 10%
Moreno Valley – 13%

Increase in current rates would yield (based in FY 2022 revenues):
0.50% - $102,798
1.00% - $205,597
1.50% - $308,395

Franchise Fees

General Description:
The City has three different types of franchise fees: cable/video, electricity and gas. Each type of franchise fee is the payment to the City from a franchisee as "rent" or "toll" for the use of the streets and rights-of-way within the City.

Authority by which revenue imposed:
Public Utilities Code section 440 et seq., and section 5800 et seq.; California Constitution Article XI section 7
Public Utilities Code section 6201 et seq. "The Franchise Act"

Process required for rate change:
Cable/video franchises

As of 1/1/2008, municipalities no longer have the authority to issue franchises to video/cable providers. The State issues franchises to all new cable and video providers for use of public right-of-way. In exchange, franchisees pay cities/counties that own those rights-of-way 5% of their gross revenues.

Gas, electricity franchises

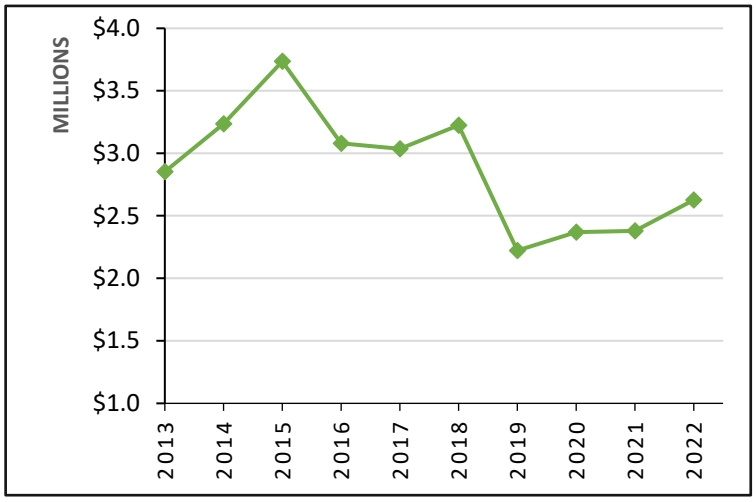
The Franchise Act of 1937 provides for a franchise fee of 2% of the franchisee's gross annual receipts arising from the use, operation, or possession of the franchise.

Date and ordinance number of last rate change:
N/A – the City currently has franchise agreements that are set at state maximums (5% for cable/video franchises and 2% for both gas and electric franchises).

Remitted by:
Operators of cable/video, gas, and electricity franchises

Ten-year History

Fiscal Year	Revenue	% Change
2013	2,853,021	-
2014	3,235,114	13.4%
2015	3,735,682	15.5%
2016	3,079,571	-17.6%
2017	3,035,317	-1.4%
2018	3,224,053	6.2%
2019	2,221,789	-31.1%
2020	2,369,348	6.6%
2021	2,379,571	0.4%
2022	2,625,852	10.3%



Rates charged by other nearby cities:
Most cities charge the maximum allowed by state law.

Increase in current rates would yield (based in FY 2022 revenues):
N/A

City Council/Financing Authority Meeting **I. 4.**

DATE: 05/16/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action to appoint a new City Treasurer to fill the vacancy or call a special election to fill the vacancy (Management Services Director Garcia)

MOTION:

I move to fill the City Treasurer vacancy by [*appointment or calling a special election*].

RECOMMENDATION:

It is recommended that the City Council consider the alternatives available for filling the vacancy of City Treasurer. The alternatives are to fill the vacancy either by appointment or by special election. After selecting an alternative, the City Council should take action or direct staff to take appropriate action as required by California Government Code Section 36512.

DISCUSSION:

On April 28, 2023, the City lost a significant member of its community and a dedicated public servant in Robert Dawes. Robert was elected City Treasurer in 2012 and held the position up until the day of his unfortunate and untimely passing, with the office becoming immediately vacant. Pursuant to Government Code Section 36512(b), the City Council will have 60 days from the occurrence of the vacancy to either fill the vacancy by appointment or call a special election to fill the vacancy. The special election is required to be held on a date not less than 114 days from the call of the special election. A detailed review of the alternatives follows:

APPOINTMENT:

An appointment may be made at any regular meeting or at any adjourned or special meeting within the 60-day period, which will end on June 28, 2023. The appointee must be 18 years of age, a Redlands resident and a registered voter in the City. In accordance with Government Code Subsection 36512(b)(2), any person appointed would hold office until the next general municipal election. The appointment must be made by a majority of the Council.

A. ***Immediate Appointment*** – the Council may appoint an individual to fill the vacant seat at a future meeting without an application process. Under this option, the oath of office can be administered by the City Clerk and the newly appointed City Treasurer could be seated immediately.

B. ***Make an Appointment by June ___, 2023*** – the Council may elect to have interested parties apply for the vacant seat, with the swearing in to take place at the June 20, 2023 regular meeting. The appointment would be made at a special meeting to be determined prior to June 20th. Applications would be made available in the City Clerk's office and on the City's website for that purpose. If the Council pursues this alternative, it may also wish to take any or all of the following actions tonight:

1. Announce the vacancy and solicit applications;
2. Set a filing deadline for the submittal of applications; and
3. Schedule a public meeting to hold interviews and make an appointment.

If Alternative "B" is selected, the City Council should define tonight any procedure for conducting the application and interview process. Recognizing the 60-day timeline, staff has prepared a draft Notice of Intention to Fill the Vacancy by Appointment and a draft City Treasurer Application Package for the City Council's consideration. The following schedule is proposed:

- May 22, 2023 - Issue Notice of Intention to Fill Vacancy by Appointment and post Application Package
- May 22, 2023 at Noon - Application Period Opens
- June 5, 2023 at 5:00 p.m. - Application Period Closes
- June ___, 2023 (*Special Council Meeting to be determined*) - Applicant Presentation and Interview; Appointment of City Treasurer
- June 20, 2023 - Swearing in of new City Treasurer

SPECIAL ELECTION (WITHOUT AN INTERIM APPOINTMENT):

A special election may be held on a date not less than 114 days from the date of calling the election. If the City Council determines to hold a special election, the appropriate resolutions will be presented at a future meeting to schedule the

special election. Until the special election is held, the office of City Treasurer would remain vacant. Following the special election, the successful candidate would serve out the remainder of the term expiring December 2024. If the City Council chooses this option, the City Clerk will provide further information at the Council meeting regarding a potential date on which a special election could be scheduled.

SPECIAL ELECTION BY MAIL BALLOT:

Given that Redlands is a city with a population of 100,000 or fewer, pursuant to Elections Code section 4004, the City Council may call a special election to fill the vacancy by adopting a resolution authorizing an all-mail ballot election. Section 4004 further provides that such an election may not be held on the same day as a statewide primary or general election. Further, an all-mail ballot election may not be consolidated with any other election.

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

Fiscal Impact

Discussion:

The cost for conducting a special election at-large to fill the City Council vacancy has not been confirmed as of the printing of this agenda; however, based upon past experience, the cost is estimated between $75,000 to $100,000.

Please note the City Clerk may have additional information from the San Bernardino County Registrar of Voters as it relates to the special election costs, scheduling, and the election process at this evening's Council Meeting.

Attachments

Notice to Fill Vacancy
Application for City Treasurer Appointment
Applicant Questionnaire

City Treasurer Vacancy

Notice of Intention to Fill a Vacancy for the City Treasurer by Appointment

Notice is hereby given that the City of Redlands is accepting applications for appointment as the City Treasurer to fill a vacancy.

The appointee will hold office until the next General Municipal Election being held in November 2024. Therefore, the term of thee City Treasurer seat is from the date of appointment to the date of the swearing- in of a newly elected City Treasurer, which will occur in December 2024.

Applicants must reside in Redlands, be 18 years of age and a registered voter of the City of Redlands and otherwise qualified to vote for this office at the time of appointment.

Applicants may obtain application packets online at www.cityofredlands.org/vacancy or at the office of the City Clerk.

Original application must be received by **5:00 PM, Monday, June 5, 2023.** No postmarks or faxes will be accepted. Only fully completed application packets will be accepted.

To be considered for the appointment, all applicants must attend a City Council meeting anticipated to be held on (*Date and Time to be determined if Council chooses this option)* **in the City Council Chambers, 35 Cajon Street, Redlands, California**. This date is subject to change. Applicants will be notified of any date change.

Applicants will be allowed five (5) minutes each to make a presentation to the City Council regarding his/her interest, background and qualifications for serving as the City of Redlands Treasurer. Upon completion of their presentations, applicants may receive questions from members of the City Council.

Please note that all deliberations will be conducted in open session and will comply with the requirements of the Brown Act.

It is the City Council's intent to make an appointment at a Special City Council meeting to be held on *(Date/Time TBD).* However, as noted above, this date is subject to change.

• Application Period:	12 Noon on Monday, May 22 Through 5:00 PM Monday, June 5, 2023
• Application packets are available from:	City Clerk's Office City of Redlands 35 Cajon St., Suite 4 Redlands, CA 92373 Or on the City website: www.cityofredlands.org
• Completed original application packet must be returned to: *(no postmarks or faxes accepted*):	City Clerk's Office City of Redlands 35 Cajon St., Suite 4 Mailing address: P.O. Box 3005 Redlands, CA 92373-1505
• Application Deadline:	5:00 PM on Monday, June 5, 2023

- The City takes no responsibility for application materials sent but not received by the stated deadline.
- All applications and accompanying materials are considered public information.

City of Redlands

APPLICATION

APPOINTMENT OF CITY TREASURER

All applicants must be residents and electors of the City of Redlands. The appointed Treasurer is required to file a Statement of Economic Interest pursuant to the Political Reform Act of 1974.

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

Applications must be returned by 5:00 PM Monday, June 5, 2023	**City Clerk's Office 35 Cajon Street, Suite 4 Redlands, CA 92373-1505**

Name: _____
(First) (Middle) (Last)

Address: _____

City/St/Zip: _____

Telephone: _____

Years resided in Redlands: _____ Are you a registered voter? _____

Occupation: _____
(If retired, previous occupation)

Employed by: _____
(If retired, last employer)

Years with current employer *(If retired, years with last employer):* _____

I will accept the office if appointed: _____
(Signature)

Date: _____

A. EDUCATION

School	Major	Graduation Date and Degree

City of Redlands
APPLICATION
APPOINTMENT OF CITY TREASURER

B. REDLANDS COMMUNITY SERVICE EXPERIENCE

Organization	Served From	To	Offices Held

C. PERSONAL REFERENCES

Provide the names, addresses and telephone numbers of six personal references (other than family members).

Name	Address	Phone

Thank you for your interest in serving our community as City Treasurer.

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

Applicant Name:_____

City of Redlands

City Treasurer Appointment

Applicant Questionnaire

1. Why do you think you are the most qualified candidate to be appointed as the City Treasurer?

City Council/Financing Authority Meeting **J. 1.**

DATE: 05/16/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Ordinance No. 2957 – AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE OF REDLANDS, CALIFORNIA, IN ACCORDANCE WITH GOVERNMENT CODE SECTION 65858 EXTENDING A MORATORIUM ON CERTAIN NEW DEVELOPMENT PROJECTS FOR PROPERTIES LOCATED WITHIN THE COMMERCIAL INDUSTRIAL (EV/IC) DISTRICT OF THE EAST VALLEY CORRIDOR SPECIFIC PLAN THAT ARE IDENTIFIED ON THE LIST OF POTENTIAL HOUSING SITES PREPARED IN CONJUNCTION WITH THE CITY'S 2021-2029 HOUSING ELEMENT (6th CYCLE HOUSING ELEMENT UPDATE) (Mayor to declare meeting open as a public hearing)

A. Consideration of a determination of exemption pursuant to Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines; and consideration of Ordinance No. 2957 extending a temporary moratorium on certain development projects for properties located within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan that are identified on the list of housing sites in the City's 2021-2029 Housing Element. (Development Services Director Desatnik)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls for comments/questions/testimony from members of the public (3 minutes per speaker).
5. Mayor calls upon City Clerk to note any written comments received.
6. Mayor closes the public hearing.
7. City Council considers the motion and votes.

MOTION(S):

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

I move to introduce Ordinance No. 2957.

RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 2957 to extend the temporary moratorium related to Ordinance No. 2939 by twelve (12) months in accordance with Government Code Section 65858(a).

DISCUSSION:

A) Background

On June 7, 2022, the City Council adopted Ordinance No. 2928, an interim ordinance adopting a temporary 45-day moratorium on land use approvals and building permits for new construction that may be approved or issued on fifteen (15) properties located within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plans (see Attachment A - Location Map), except for multi-family housing developments in the Low and Very-Low Income density category (minimum density 30 dwelling units per acre) and Moderate-Income density category (density between 12 to 30 dwelling units per acre) at locations consistent with the City of Redlands 2021-2029 Housing Element.

B) Report on Progress

Government Code Section 65858(d) mandates that at least ten days prior to the expiration of that interim ordinance, the legislative body shall issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance. The expiration date of the moratorium will be June 7, 2023.

The report provided an update on activities since the initial extension of Ordinance No. 2928 on July 19, 2022, including the following tasks.

- Worked with the City's consultant to finalize the last revisions to the 2021-2029 Housing Element Update in response to additional written comments from the California Department of Housing & Community Development (HCD).
- Obtained certification of the 2021-2029 Housing Element Update from the California Department of Housing & Community Development (HCD) on

September 15, 2022.

- Continued work on the Citywide Zone Map Update.
- Executed contract with a consultant to study and analyze housing affordability in Redlands, and conduct research for an Inclusionary Housing Ordinance.
- Staff began preparing an Inclusionary Housing Ordinance based on local housing affordability levels.
- Received a formal proposal to prepare an Environmental Impact Report (i.e., scope of work, schedule, and cost estimate) from an environmental consultant related to the rezoning of RHNA sites, including the 15 subject parcels.
- Seeking possible grant funding through the San Bernardino County Transportation Authority to reimburse the City for all or a portion of the above-referenced EIR cost related to the Housing Element re-zoning actions.

C) Extension of Moratorium

The above-described work by staff will require more time to complete, and EIR preparation will require the remainder of this year and likely into Spring 2024. Therefore, staff is requesting a second extension (for 12 additional months) as permitted by Government Code Section 65858(a) to allow for completion of the tasks described above. Attachment B provides the ordinance to extend the temporary moratorium for an additional year.

ALTERNATIVES:

The Council may choose not to extend the moratorium, in which case the temporary moratorium will automatically expire on June 7, 2023.

STRATEGIC PLAN:

Priority A, Quality of Life, Economic Vitality: Implement policies and programs to expand the City’s affordable housing opportunities.

Priority B, Public Health and Safety: Enhance services and programs so that all community members are safe, sheltered, and have access to Redlands' core services.

SUBMITTED BY:

Brian Desatnik, Development Services Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

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

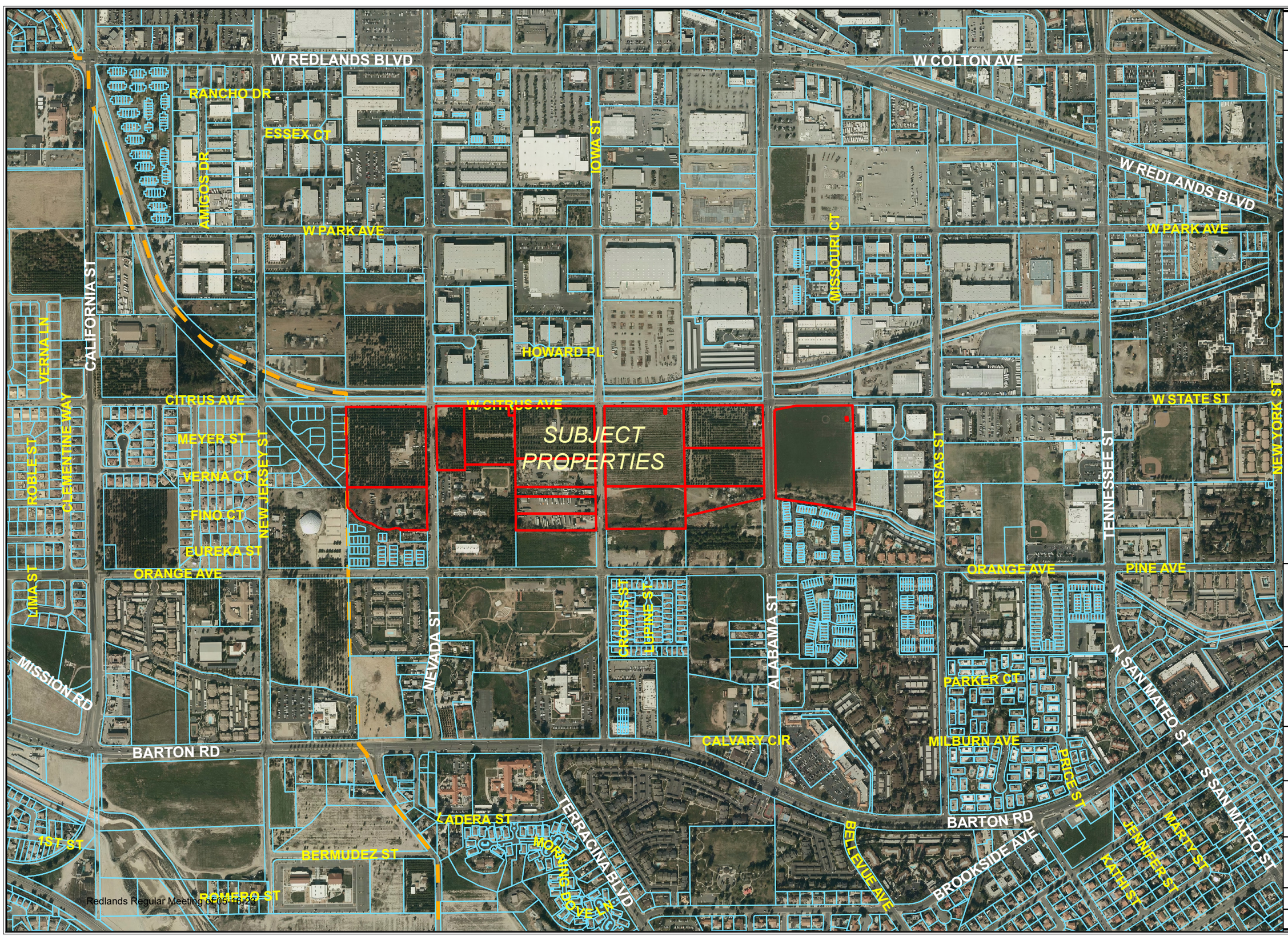
PREPARED BY:
Brian Foote, City Planner/Planning Manager

Fiscal Impact

Fiscal Year: FY 2022-23
Revenue Generating: No
Appropriation Required Y/N: No
Discussion:
The proposed moratorium extension will have no fiscal impact.

Attachments

Attachment A-1: Location Map & Aerial Photo
Attachment A-2: Subject Properties
Attachment B: Urgency Ordinance No. 2957



Location Map

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.

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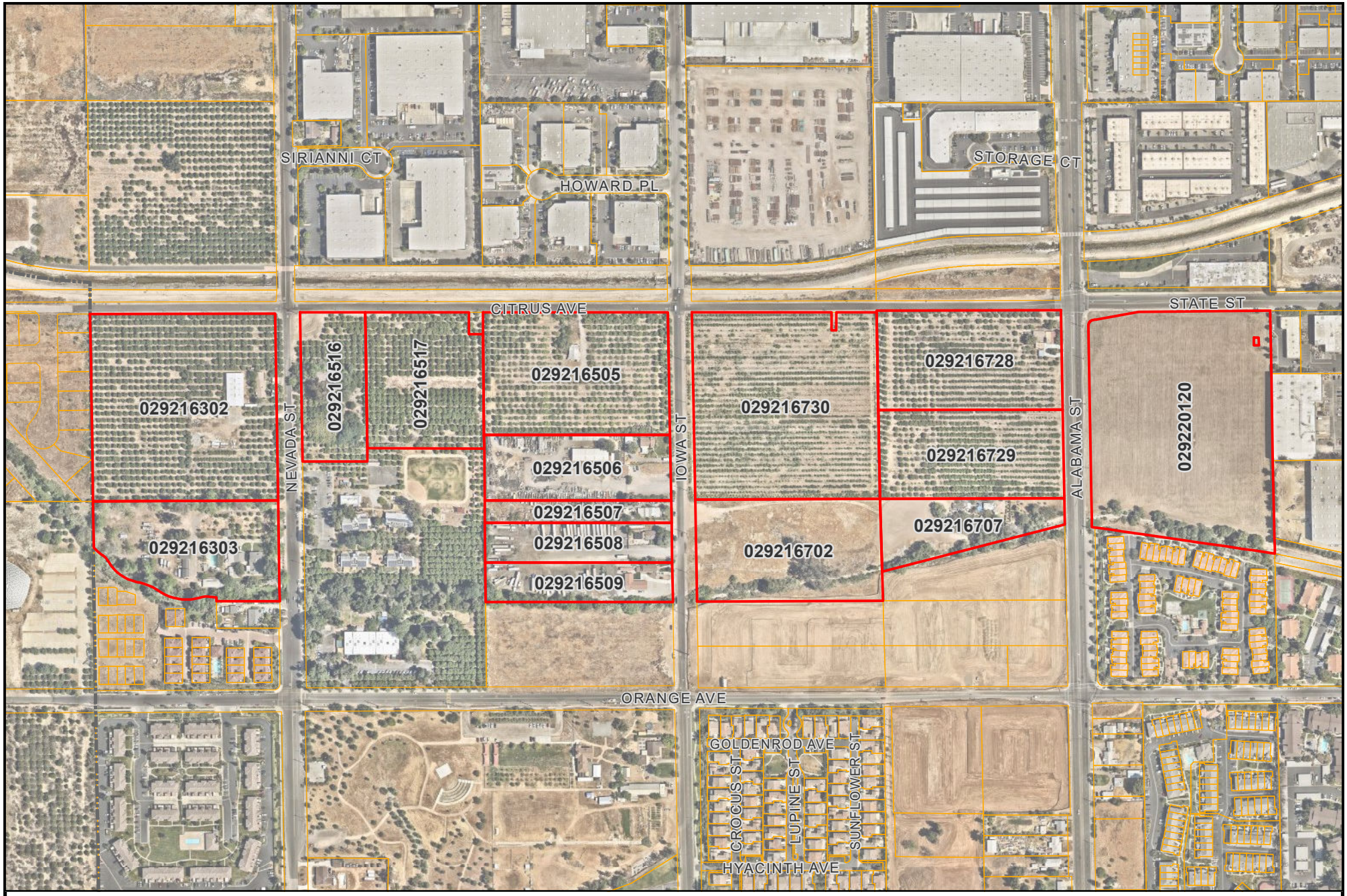
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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

June 30, 2022

OneStop.mxd



Rezone Parcels

Parcels

Exhibit A:

Parcels Subject to Interim Prohibition/Moratorium proposed with Ordinance No. 2928

wo1747EV0 Redlands Plan March 5, 2021

ORDINANCE NO. 2957

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE OF REDLANDS, CALIFORNIA, IN ACCORDANCE WITH GOVERNMENT CODE SECTION 65858 EXTENDING A MORATORIUM ON CERTAIN NEW DEVELOPMENT PROJECTS FOR PROPERTIES LOCATED WITHIN THE COMMERCIAL INDUSTRIAL (EV/IC) DISTRICT OF THE EAST VALLEY CORRIDOR SPECIFIC PLAN THAT ARE IDENTIFIED ON THE LIST OF POTENTIAL HOUSING SITES PREPARED IN CONJUNCTION WITH THE CITY'S 2021-2029 HOUSING ELEMENT (6th CYCLE HOUSING ELEMENT UPDATE)

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

Section 1. Purpose and Urgency Findings. In accordance with California Government Code section 65858, and in order to protect the public health, safety, and welfare, the City Council of the City of Redlands finds as follows:

A. The City of Redlands ("City") has prepared and adopted an update to its Housing Element (a part of the City's General Plan) known as the 6th Cycle Housing Element Update. This is the statewide effort by many cities and counties as mandated by the California Department of Housing & Community Development ("HCD"). Through this statewide process, HCD, through regional agencies such as the Southern California Association of Governments, allocates a specified number of new housing units to each jurisdiction, and the jurisdiction must then plan accordingly and provide a sufficient amount of land zone properly to accommodate the jurisdiction's allotment. This process occurs during a Housing Element Update cycle every eight years. Furthermore, HCD specifies time limits within which a Housing Element Update cycle must be completed and provides penalties for jurisdictions that do not complete their Housing Element Update within the State's deadlines.

B. The City of Redlands has prepared and adopted its Housing Element (6th Cycle Housing Element Update) and, in so doing, has prepared a housing inventory and map for future potential housing sites throughout the City with sufficient acreage to accommodate the City's required number and density of housing units (known as the Regional Housing Needs Assessment or "RHNA" number). Some of the identified potential housing sites are within an Industrial land use and/or zoning district(s) and will require rezoning to authorize residential development as a permitted land use and at a density sufficient to comply with State requirements. HCD certified the City's 2021-2029 Housing Element on September 26, 2022.

C. A critical housing shortage is a statewide and regional concern. California is currently experiencing a housing supply crisis, with housing demand exceeding supply. This lack of housing supply in California has resulted in dramatically increasing housing costs across the State and an increased risk that households will be unable to find available and affordable housing. As such, the City's ability to identify potential local housing sites within the Industrial land use and/or zoning district(s) in the City to be rezoned to residential development as a permitted land use and at a density sufficient to comply with State requirements and consistent

with the City's adopted Housing Element is a matter of critical and immediate local concern. The City's ability to identify sufficient land area and provide appropriate zoning to accommodate new housing for all persons at all income levels is a matter of public health, safety, and general welfare.

D. To protect the City's ability to comply with State law and implement its 2021-2029 Housing Element in accordance with HCD content requirements as well as time limits, and in order to facilitate the development of sufficient local housing to alleviate the regional and statewide housing crisis, City staff needs time to re-zone certain properties from an Industrial zoning to a residential zoning designation at varies densities to accommodate future housing, to study if certain properties will need to change its land use designation under the General Plan to permit residential land uses (i.e., from Industrial to Residential for consistency with zoning as required by State law), to study the surrounding land uses and other characteristics of properties identified on the list of future housing sites, and study the process by which future housing projects (including lower-income housing, affordable housing, projects with a State density bonus, and/or market rate housing projects) may be subject to discretionary review and at what level.

E. The City has the police power, pursuant to Article XI, Section 7 of the California Constitution, to make and enforce ordinances to regulate the use of land within its jurisdictional boundaries, to the extent such regulations are not in conflict with the general laws of the State of California.

F. Government Code Section 65858 expressly authorizes the City Council, in order to protect the public health, safety, and welfare, to adopt an interim urgency ordinance prohibiting a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or the planning department is considering or studying or intends to study within a reasonable time, provided that the urgency ordinance shall require a four-fifths (4/5) vote of the legislative body for adoption, and shall be of no further force and effect 45 days from its date of adoption unless duly extended.

G. On June 7, 2022, the City Council adopted Urgency Ordinance No. 2928, an urgency ordinance establishing a 45-day Moratorium on land use approvals and building permits for new construction may be approved or issued on properties located within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan identified in Exhibit A, except for multi-family housing developments in the Low and Very-Low Income density category (minimum density 30 dwelling units per acre) and Moderate-Income density category (density between 12 to 30 dwelling units per acre) at locations consistent with the City of Redlands 2021-2029 Housing Element; and,

H. On July 19, 2022, the City Council held a duly noticed public hearing and adopted Urgency Ordinance No. 2939, an urgency ordinance extending the Moratorium (originally adopted by Urgency Ordinance No. 2928) by ten (10) months and fifteen (15) days; and,

I. The Moratorium will expire on June 7, 2023, unless extended pursuant to Government Code Section 65858, which authorizes the City Council, after notice pursuant to Government Code Section 65090 and a public hearing, to adopt an ordinance extending the

Moratorium for twelve (12) months, upon approval by a four-fifths vote, and upon making the same findings required for initial adoption of the Moratorium; and,

J. The City intends to process a General Plan Amendment and Zone Change to allow residential development as the primary use on certain properties identified on the City's RHNA housing sites inventory list included in the certified 2021-2029 Housing Element; and,

K. The City wishes to extend the Moratorium for a period of twelve (12) months; and,

L. In accordance with Government Code section 65090, on or about May 5, 2023, the City Clerk gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance No. 2957 would be considered by City Council; and,

M. Adoption of this urgency ordinance extending the interim prohibition/ moratorium will allow the City sufficient time to perform the necessary tasks listed below:

i. Contract with a consultant to prepare the necessary environmental (CEQA) review and analysis for the rezoning of RHNA sites, including the 15 subject parcels identified in Exhibit A.
ii. Proceed to process the rezoning of the RHNA housing sites.
iii. Present the RHNA sites rezoning and related environmental (CEQA) document to the Planning Commission for a recommendation to the City Council.
iv. Present the RHNA sites rezoning and related environmental (CEQA) document to the City Council for approval and certification.
v. Complete and present a draft Inclusionary Housing Ordinance to the Planning Commission for a recommendation to the City Council.
vi. Present the final Inclusionary Housing Ordinance to the City Council for approval.

N. Accordingly, the City desires to extend, on an urgency basis, a temporary moratorium on all non-residential development projects for certain properties within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan that are identified on the list of potential housing sites prepared in the conjunction with the City's 2021-2029 Housing Element, to further the purposes stated herein.

Section 2. Moratorium.

A. Based on the findings set forth herein for the immediate preservation of the public health, safety, and welfare, and in accordance with the authority granted to the City under Government Code Section 65858, no land use approvals and building permits for a new non-residential construction may be approved or issued on properties located within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan identified in Exhibit A,

except for multi-family developments in the Low and Very-Low Income density category (minimum density 30 dwelling units per acre) and Moderate-Income density category (density between 12 to 30 dwelling units per acre) at locations consistent with the City of Redlands certified 2021-2029 Housing Element, excepting therefrom any permits for additions, tenant improvements, repairs, maintenance, signs, and the like on existing permitted uses.

B. Any projects which have received full entitlements, including all necessary CEQA approvals, for new construction on properties located within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan identified in Exhibit A, and multi-family housing developments in the Low and Very-Low Income density category (minimum density 30 dwelling units per acre) and Moderate-Income density category (density between 12 to 30 dwelling units per acre), at locations consistent with the City of Redlands certified 2021-2029 Housing Element prior to the effective date of this urgency ordinance, and that have commenced substantial construction or incurred expenses in connection with such construction, and for which all applicable appeal periods have run, shall be considered exempt from the application of this urgency ordinance.

C. Based on the findings set forth herein, no land use approval or building permit may be issued or approved for any new development including warehouse/distribution facilities or other commercial/industrial land uses on properties within the Commercial Industrial (EV/IC) District of the East Valley Corridor Specific Plan that have been identified as future housing sites to meet the requirements of the Regional Housing Needs Assessment (2021-2029 Housing Element) for the effective period of this urgency ordinance.

Section 3. Immediate threat to health, safety and welfare. Based on the findings herein, this urgency ordinance is adopted pursuant to California Government Code section 65858 to address a current and ongoing threat to the public health, safety, and welfare. The City Council has determined that the City's ability to identify sufficient land area and provide appropriate zoning to accommodate new housing for all persons at all income levels is a matter of public health, safety, and general welfare.

Section 4. Written Report. Pursuant to Government Code Section 65858, staff has prepared a written report for consideration by the City Council that describes measures taken to address the condition which led to the adoption of this urgency ordinance. The report was provided to the City Council for consideration on May 16, 2023, at least ten (10) days prior to the expiration of the first extension of the urgency ordinance.

Section 5. Moratorium Extension. The City Council hereby extends the Moratorium that no land use approvals and building permits for a new construction may be approved or issued on properties located within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan identified in Exhibit A, except for multi-family developments in the Low and Very-Low Income density category (minimum density 30 dwelling units per acre) and Moderate-Income density category (density between 12 to 30 dwelling units per acre) at locations consistent with the City of Redlands certified 2021-2029 Housing Element, excepting therefrom any permits for additions, tenant improvements, repairs, maintenance, signs, and the like on existing permitted uses. Further, in accordance with *Building Industry Legal Defense Foundation v. Superior Court (1999)*, this Moratorium shall prohibit the issuance of approvals, permits,

and/or entitlements pursuant to this section, but shall not prevent the processing of lawfully filed development applications.

Section 6. Duration of Ordinance. The Moratorium is hereby extended for an additional twelve (12) months beyond its expiration date, such that the Moratorium will now expire on June 7, 2024, or until the City Council adopts an ordinance addressing the issues related to the City's ability to identify sufficient land area and provide appropriate zoning to accommodate new housing for all persons at all income levels consistent with the RHNA allocation in the 2021-2029 Housing Element, whichever occurs first. Thereafter, this Moratorium extension shall be of no further force and effect (not more than two extensions may be adopted pursuant to Gov. Code. Section 65858).

Section 7. Conflicting Laws. For the term of this ordinance, as set forth in Section 6 above, the provisions of this ordinance shall govern over any conflicting provisions of any other City code, ordinance, resolution, or policy.

Section 8. Exempt from Environmental Review. The City Council has reviewed the matter and, based upon the facts and information contained in the staff report, administrative record, and written and oral testimony, hereby finds as follows:

A. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this urgency ordinance is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this urgency ordinance is exempt from CEQA review because there is no possibility that the moratorium may have a significant effect on the environment, insofar as it prohibits the development of certain projects for properties located within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan that are identified on the RHNA inventory that is part of the 2021-2029 Housing Element. Furthermore, even if the urgency ordinance is considered a project, the proposed moratorium is categorically exempt under CEQA Guidelines Section 15308, because it is clear that the moratorium will not create an environmental impact and the action will assure the maintenance, enhancement, or protection of the environment through the implementation of the 2021-2029 Housing Element. Accordingly, no further environmental review is necessary.

B. Further, as the urgency ordinance is an administrative procedure related to uses, facilities, and regulations, and given that the proposed urgency ordinance is not related to a specific project, the urgency ordinance (i) by virtue of the location of affected improvements, will not impact a sensitive environmental resource of hazardous or critical concern; (ii) will not have a cumulative impact on the environment through successive projects of the same type, in the same place, over time; (iii) does not have any unusual circumstances that will have a significant effect on the environment; (iv) does not impact a scenic highway; (v) is not located on a hazardous waste site; and (vi) will not adversely impact a historical resource. Accordingly, none of the exceptions to categorical exemptions set forth in the CEQA Guidelines, Section 15300.2, apply to this urgency ordinance.

Section 9. Enforcement. The City may enforce any provision of this urgency ordinance by mandamus, injunction, or any other appropriate civil remedy in any court of competent

jurisdiction.

Section 10. Urgency Ordinance. This ordinance is an urgency ordinance and shall take effect and be enforced immediately upon adoption by a four-fifths (4/5) vote of the City Council.

Section 11. Severability. If any provision of this urgency ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the urgency ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this urgency ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof. By enacting this urgency ordinance, the City ordains that nothing herein shall be deemed to conflict with or duplicate federal or state law, or otherwise to license any activity that is prohibited thereunder except as mandated by such laws.

Section 12. Publication and Posting. The Mayor shall sign this urgency ordinance and the City Clerk shall certify the adoption of this urgency ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect in accordance with the law.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the 16th day of May, 2023.

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

List and Map of Properties Included in this Urgency Ordinance

Assessor’s Parcel Numbers:

0292-163-02-0000

0292-163-03-0000

0292-165-05-0000

0292-165-06-0000

0292-165-07-0000

0292-165-08-0000

0292-165-09-0000

0292-165-16-0000

0292-165-17-0000

0292-167-02-0000

0292-167-07-0000

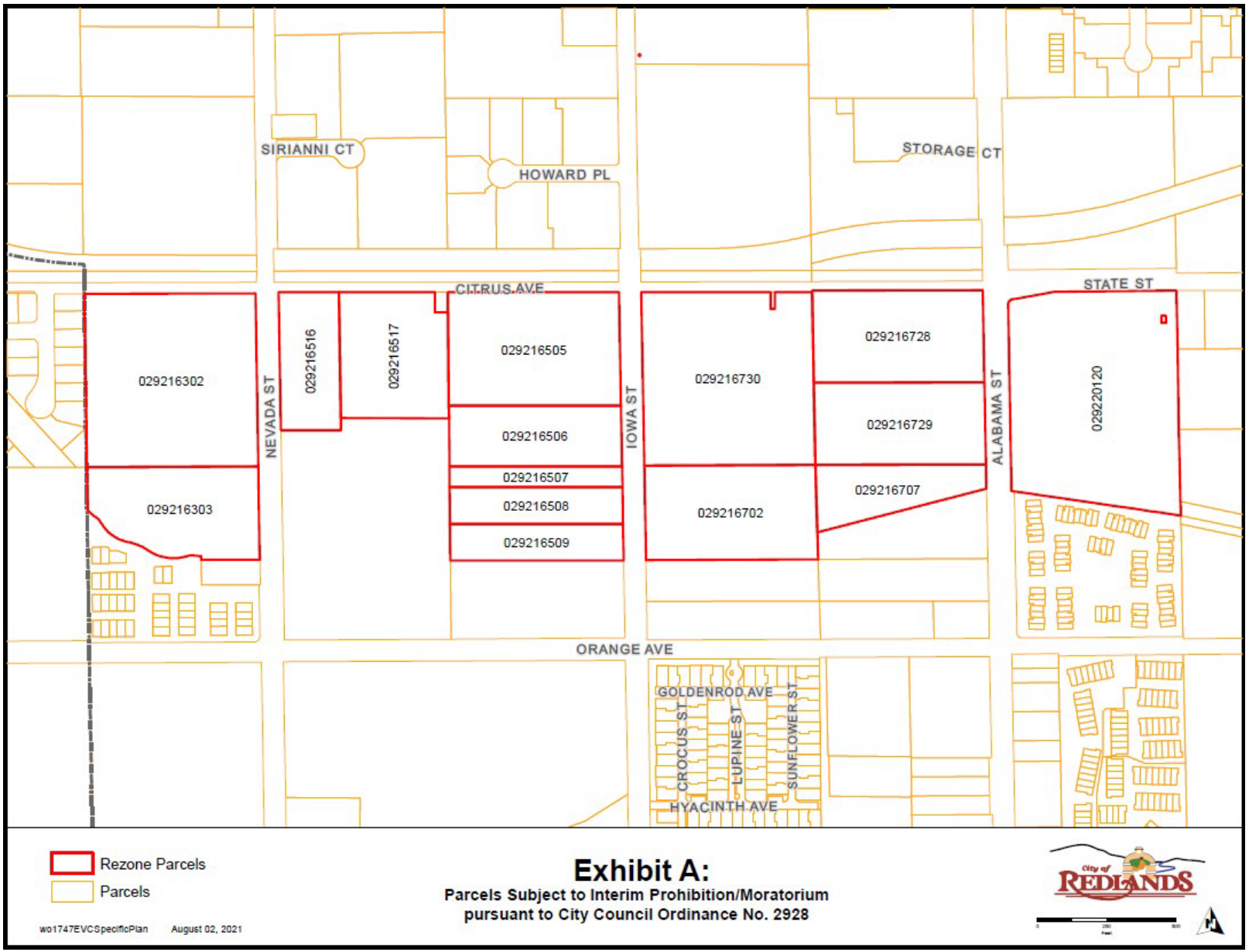
0292-167-28-0000

0292-167-29-0000

0292-167-30-0000

0292-201-20-0000

(Map Attached)


SIRIANNI CT
HOWARD PL
STORAGE CT
CITRUS AVE
STATE ST
029216302
029216516
029216517
029216505
029216506
029216507
029216508
029216509
029216730
029216728
029216729
029216707
029216702
029220120
NEVADA ST
IOWA ST
ALABAMA ST
029216303
ORANGE AVE
GOLDENROD AVE
CROCUS ST
LUPINE ST
SUNFLOWER ST
HYACINTH AVE
Rezone Parcels
Parcels
wo1747EVCSpecificPlan August 02, 2021
Exhibit A:
Parcels Subject to Interim Prohibition/Moratorium
pursuant to City Council Ordinance No. 2928
City of REDLANDS

City Council/Financing Authority Meeting **K. 1.**

DATE: 05/16/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Professional Services Agreement with Richard Brady & Associates, Inc. to engineer and design standby generators to be constructed at four (4) water facilities for an amount not-to-exceed $507,549, and determination that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of a Professional Services Agreement with Richard Brady & Associates, Inc. to engineer standby generators for use at four (4) water facilities is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that City Council approve a Professional Services Agreement with Richard Brady & Associates, Inc. for an amount not-to-exceed $507,549.

RECOMMENDATION:

Staff recommends that City Council determine approval of the Professional Services Agreement with Richard Brady & Associates, Inc. to engineer standby generators for use at four (4) water facilities is exempt from environmental review pursuant to Section 15061(b)(3) of the State’s Guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approval of a Professional Services Agreement with Richard Brady & Associates, Inc. for an amount not-to-exceed $507,549.

DISCUSSION:

The City of Redlands water system includes twenty-two (22) wells, forty-four (44) booster pumps, eighteen (18) reservoirs, and more than 450 miles of distribution piping to serve customers in the City of Redlands, Mentone, and parts of Loma Linda and San Bernardino. During scheduled and unscheduled power outages, portable generators are used to supply emergency backup power to ensure continuity of operations. The City owns eight (8) portable generators capable of providing between 100-400 kW of electricity. Larger capacity generators provide sufficient electrical service to support larger facilities such as the Tate and Hinckley Water Treatment Plants. Smaller capacity generators provide electrical service as emergency backup power for wells and booster pumps.

Staff identified four (4) booster pump stations for permanent generator installations. The Agate Pump Station is critical to the City's overall system reliability since it moves treated water from the Hinckley Water Treatment Plant. The 5th Avenue Pump Station moves treated water from the Tate Water Treatment Plant to higher-pressure zones. The County Club Pump Station moves drinking water to the highest hydraulic grade line in the City's storage and distribution system. The Texas Street Pump Station is located at the bottom of the City's hydraulic profile and moves locally produced well water.

On January 12, 2023, staff issued a Request for Proposal (RFP) for professional services to engineer these four (4) water facility generators. On February 7, 2023, staff received proposals from the following six (6) firms:

1. BSE Engineering, Inc., San Diego, CA
2. Dahl, Taylor and Associates, Inc., Santa Ana, CA
3. P2S, Inc., Long Beach, CA
4. Richard Brady & Associates, Inc., San Diego, CA
5. The Engineering Partners, Inc., San Diego, CA
6. Yao Engineering, Inc., Pasadena, CA

In accordance with Chapter 2.16.180 of the City's Municipal Code, a selection committee reviewed the proposals based on each firm's demonstrated competence and professional qualifications in accordance with specific evaluation criteria identified in the RFP. The selection committee interviewed the three (3) highest-ranked firms in early March 2023. Richard Brady & Associates, Inc. (Brady) was selected as the most qualified consultant to perform the tasks listed in the RFP. Staff negotiated a reasonable consultant fee of $507,549 with Brady and recommends City Council approval of a Professional Services Agreement for that amount.

Approval of a Professional Services Agreement with Brady is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act as there is no possibility

this action will result in a significant impact on the environment.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

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

PREPARED BY:
Veronica Medina, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 2022-23
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	501910

Discussion:

There is no fiscal impact associated with this action. Funding for this project is included in the FY 22/23 Water Projects Budget.

Attachments

Richard Brady Professional Service Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Engineering and Design of Water Facilities Generators ("Agreement") is made and entered in this 16th day of May, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Richard Brady & Associates, 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 Engineering and Design of Water Facilities Generators services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 Consultant shall complete the Services by April 30, 2024, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall not exceed the amount of Five Hundred Seven Thousand Five Hundred Forty-Nine Dollars ($507,549). 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 City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org Phone: (909) 798-7531	Richard Brady, PE, BCEE, CEO Richard Brady & Associates, Inc. 10089 Willow Creek Road, Suite 375 San Diego, CA 92131 rbrady@rbrady.net Phone: (858) 496-0500 Fax: N/A

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies

shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

RICHARD BRADY & ASSOCIATES, INC.

By: _____
Richard Brady, PE, BCEE, CEO

EXHIBIT "A"
SCOPE OF SERVICES

The following Scope of Work details the tasks that the Consultant shall complete with respect to preparing and completing the Engineering and Design of Water Facilities Generators (Project).

This scope of work shall be completed within the schedule period listed in Exhibit "B."

Task 1 – Project Management

The Consultant shall prepare and lead the Project kick-off meeting with the City of Redlands (City) to discuss and review the following items. The Consultant's key staff shall attend. Items to be discussed are the following:

- Project background, goals, constraints, and approach
- Project reporting/communication protocols/coordination
- Critical/high priority scope items
- Quality Assurance and Quality Control methodology
- Provide electronic project design schedule (baseline and monthly progress updates) in searchable PDF and MS Project format. At a minimum, the schedule shall include all major tasks, submittals, review periods, meetings, workshops, and milestones.
- Prepare and lead monthly coordination/progress meetings with the City. The Consultant shall prepare an agenda, meeting minutes, and PowerPoint presentations (as required) for all meetings for the duration of the project.
- Conduct and demonstrate an effective Quality Assurance and Quality Control (QA/QC) program including the following:
    - Monthly invoicing and progress report summarizing work performed, progress to date, pending action items, project budget, and updated schedule.

Deliverables

1. Meeting agendas and presentations
2. All correspondence, submittals, and deliverables (drafts and final) shall be submitted in searchable PDF and native format (AutoCAD; MS Word, Excel, Project, PowerPoint, etc.).
3. Monthly invoice and progress report including Project schedule and monthly updates.

Task 2 – Site/Data Review and Surveying

The Consultant shall arrange for site visits and for record drawing (as-builts) for the existing pump stations. The Consultant shall visit and evaluate each pump station site. Interviews with City engineering and operations staff shall be conducted.

The Consultant shall review the existing record drawings and arrange for site surveying for design purposes. The Consultant shall perform topographic surveys of each site within the City of Redlands, County of San Bernardino, California. The following are the sites to be surveyed:

- 5th Avenue Reservoir (APN 0299291150000)
- Agate Reservoir (APN 0298151370000)

- Country Club Reservoir (APN 0300461210000 & 0176192120000)
- Texas Reservoir (APN 0167171010000)

The limits of the survey at each site shall be to the existing perimeter chain link fencing. No boundary survey shall be performed at this time on any of the properties being surveyed. The topographic survey shall be developed at 1"=20' scale and include the following items:

- Sufficient spot elevations and break lines to accurately develop contours at a 1.0' interval.
- Curbs, gutters, curb ramps and sidewalks
- Paving types
- Location of buildings and existing structures
- Fences, walls, and gates
- Driveways and walkways
- Pavement striping
- Trees and tree wells
- Above ground evidence of utilities
- Light poles, power poles and signage

Survey control shall be tied to the current San Bernardino County adjustment of the California State Plane, NAD83, horizontal coordinate system, and shall be tied vertically to a San Bernardino County benchmark of record.

The final survey drawing shall be delivered in AutoCAD version 2018 format and shall include an interactive surface model, and specific survey point layers. All survey work performed by the Consultant on this project shall be done under the direct supervision of a Professional Surveyor Licensed in the State of California.

Deliverables

1. The Consultant shall provide electronic copies of all records and site visit photos in native format.
2. Field topographic survey for each pump station site in AutoCAD

Task 3 – Generator Specification

The Consultant shall develop the draft specification for the generators for each pump station. The specifications shall include but are not limited to the following:

- Electrical load requirements
- Fuel type, storage, and containment
- Automatic transfer switches
- Noise requirements/ordinances, and mitigation
- Installation offsets and foundation requirements
- Arc flash requirements
- Site security

AQMD pre-approved generators shall be used where possible.

The basic generator sizing tasks that the Consultant shall follow are:

1. List of all items that will be powered. The Consultant shall work with City staff and operations to decide this at each station.
2. Determine the starting wattage (energy needed to turn it on) and running wattage (energy needed to operate it) for each piece of equipment.
3. Calculate the total power requirement by adding up these kW or KVA figures.

The Consultant shall recommend a generator size with a capacity that is fifteen (15) to twenty (20) percent larger than the requirements.

Deliverables

1. Draft Generator specification in Word and PDF
2. Final Generator specification in Word and PDF

Task 4 – Regulatory Requirements

The Consultant shall review all regulatory requirements and coordination needed for the purchase and installation of the generators. Applications for permits shall be drafted for City review and consensus. Particular attention shall be paid to residential areas and noise levels. Regulatory requirements include but are not limited to Southern California Edison (SCE), South Coast Air Quality Management District (AQMD), Spill Containment (SPCC), and California Environmental Quality Act (CEQA).

Task 4.1: Notice of Exemption

The Consultant shall prepare a Notice of Exemption (NOE) for City signature and shall include a brief description of the project and explanation of why it is exempt from CEQA. The Consultant shall post the NOE at the County Clerk's office and pay the clerk's filing fee, to be reimbursed by the City.

This task shall include time for the Consultant to coordinate with the City as project information is developed, as well as time for participation in up to 3 project team meetings.

Task 4.2: Noise Analysis

The Consultant shall analyze noise levels generated by the proposed generators and received by nearby residences and other sensitive land uses. The noise analysis shall focus on demonstrating operational compliance with the City's noise ordinance and, if needed, identifying mitigation to bring project-related noise below acceptable levels. The Consultant shall measure existing noise levels in the vicinity of the four (4) proposed generator locations. The Consultant shall collect product information from the engineering design team and model noise levels generated at each site, comparing the project conditions to ambient levels. The Consultant shall summarize survey results, analysis methods and prediction results, and any mitigation recommendations in a concise technical memorandum for review by the City. The Consultant shall revise the memorandum based on up to two (2) rounds of City review and prepare a final version of the memo.

Task 4.3: Air Pollutant Emissions, Health Risk Assessment Screening, and AQMD Permitting Support

All four (4) generators are located near existing residences generators must be permitted with AQMD. Permitting will require estimate of air pollutant emissions and a health risk assessment of the generators using the AQMD Risk Tool, which estimates pollutant health risk from internal combustion engines using a spreadsheet. The Consultant shall estimate criteria air pollutant emissions associated with the project operation using the California Emissions Estimator Model (CalEEMod). The Consultant shall run the AQMD Risk Tool for each of the four (4) generators; if any of the generators fails this screening tool, a formal health risk assessment using a dispersion model would be required.

For each generator, the Consultant shall prepare application forms required by the AQMD to initiate the Authority to Construct/Permit to Operate (ATC/PTO) process. The Consultant shall develop a process description of the project in close coordination with the applicant or its representatives for each of the four (4) generators, though it may be the same or similar depending on design and model. The Consultant shall incorporate emission calculations and the AQMD Risk Tool screening results into the application package for each generator.

During the application package preparation, the Consultant shall correspond and coordinate with AQMD to respond to questions or comments on the application package.

Task 4.4: Spill Prevention, Control, and Countermeasure Plans

The Consultant shall prepare a SPCC Plan for each of the generator sites. The Consultant shall submit a draft of each plan to assist the City with the permitting process for the proposed generators, including APCD, SCE, and DEH approvals. The Consultant shall prepare application forms, collect required attachments, and create submittal packages for the permitting entities. The Consultant shall respond to comments and questions from the permitting entities and compile supplements to the applications if additional information is requested.

Deliverables

1. Draft Regulatory Requirements Memo in Word and PDF
2. Final Regulatory Requirements Memo in Word and PDF

Task 5 – Budgetary Cost

The Consultant shall prepare estimates of probable construction costs for performing the generator work and related improvements. The Consultant shall prepare cost estimates at the following stages of the project: thirty percent (30%), sixty percent (60%), and ninety percent (90%).

Deliverables

1. Preliminary Design Report in Excel and PDF
2. 30%, 60%, and 90% Submittal in Excel and PDF
3. 100% Submittal (Engineer's Estimate for Bidding Purposes) in Excel and PDF

Task 6 – Optional Equipment/Requirements

During design development, the Consultant may recommend optional equipment or changes to operational equipment and appurtenances, all based upon our knowledge of the existing pump stations, the City's distribution system, and overall City needs. The Consultant shall prepare a section in the Preliminary Design Report (PDR) that addresses recommended optional equipment and requirements.

Deliverables

1. Optional equipment PDR section in PDF, Excel, and PDF

Task 7 – Report and Plans and Specifications

Preliminary Design Report

The Consultant shall prepare a PDR that includes the findings from the previous tasks, and recommendations for installation of a generator at each pump station site. The Table of Contents for the PDR shall include an Executive Summary, findings and data from the site visits including electrical loads, recommended generator sizing, site layouts of the generator at each pump station, access to the generator for fuel, structural slab requirements, evaluation of space for electrical equipment, and other general information. An estimated construction schedule for each site shall be developed including major construction tasks and sequencing. During the PDR, the Consultant shall conduct one (1) focus meeting to discuss the electrical, instrumentation and controls design details.

For the thirty percent (30%) submittal, the Consultant shall use the field survey and as-built information to begin to develop the construction drawings. The thirty percent (30%) submittal shall include the site layouts for the generators for each pump station and a Table of Contents for the detailed technical specifications. The proposed drawing list for each pump station bid set is as follows:

Sheet List		
Page Number	Drawing Number	Drawing Title
1	G-1	Title Sheet
2	G-2	General Notes, Legend, Abbreviations
3	G-3	Existing Conditions Survey
4	D-1	Demo Site Plan
5	C-1	Proposed Site Plan
6	C-2	Civil Details
7	S-1	Structural General Notes & Abbreviations
8	S-2	Generator Foundation & Wall
9	S-3	Transfer Switch Foundation & Details
10	S-4	Structural Details
11	E-1	Electrical General Notes & Abbreviations
12	E-2	Electrical Single Line Diagram
13	E-3	Electrical Site Plan
14	E-4	Electrical Details

For the sixty percent (60%) and ninety percent (90%) submittals, the Consultant shall have completed all data gathering, analysis, utility research, and review of all available documentation, and the information shall be reflected on the drawings. Once complete and prior to the sixty percent (60%) review workshop, the Consultant shall conduct a field review with plans in hand to review the proposed sites to ascertain the conditions of the surrounding environment, discuss pertinent project information, and develop a final opinion of possible impacts, mitigation measures, and alternatives. The Consultant shall conduct Design Workshops including detailed presentations to District staff at the end of the sixty percent (60%) and ninety percent (90%) design efforts to discuss the project, construction schedule, costs, constraints, and transition to bidding phase. The Consultant shall receive, document, and address any District comments provided at the workshops. Full review and addressing of District written comments shall be conducted in addition to the workshop.

The Consultant and the City shall participate in this effort. This field walk/review shall be repeated prior to the ninety percent (90%) submittal to confirm if any changes occurred during the design process and to ensure any changes are reflected on the final drawings.

At the sixty percent (60%) and ninety percent (90%) design levels, the Consultant shall submit two (2) hard copy sets of: drawings half size on 11 x 17, specifications (front end documents, special conditions, and custom technical specifications); and construction cost estimate electronically.

Deliverables

1. Draft Preliminary Design Report in PDF
2. 30% Submittal in PDF
3. 60% Submittal, 2 Hard Copies in PDF
4. 90% Submittal, 2 Hard Copies in PDF

Task 8 – Prepare Request for Bid (RFB) Package (100% submittal)

The Consultant shall prepare RFB documents in four (4) bid packages consisting of detailed design plans and specifications for each pump station. At the 100% design level, the Consultant shall submit design drawings and specifications signed and sealed by a licensed civil or discipline engineer in the State of California, final cost estimate, and specifications (‘front-end’ documents, special conditions, and custom technical specifications), final calculations, and all related files submitted electronically. The Consultant shall address any final District comments on the 100% submittal prior to advertisement.

Contract Documents shall be prepared in accordance with the City’s latest standard documents. The Consultant shall utilize the City's existing 'front-end' bidding documents and supplement the City's existing technical specifications as required. The Consultant shall prepare complete specifications, including General Conditions (provided by the City), General Requirements, Supplemental Conditions, Technical Specifications, and detailed Bidding Sheets including final Engineers Estimate of costs. The Consultant shall coordinate all activities with SCE to obtain an electrical plan of service if changes are required. The Contract Documents shall include the final

approved electrical plan of service if required. The SCE permit application shall be submitted in the early stages of the design to allow sufficient time for SCE to prepare the plan of service.

Deliverables

1. Draft RFB package in PDF
2. Final RFB package in PDF

Task 9 – Bid Services

The Consultant shall support the City during the bidding phase for each of the four (4) bid packages as follows:

- Attend the construction pre-bid walk-thru meeting and participate as appropriate for each bid package
- Provide technical support relative to contractor and/or supplier questions and prepare a response to any questions within four (4) working days during the bidding period
- Prepare up to three (3) addenda including plan revisions and revision clouding in the City's standard form, which will be reviewed and issued by City staff.
- City staff will review and analyze bids received to provide recommendation of award to lowest responsible and responsive bid.

Deliverables

1. Addenda in PDF

Task 10 – Landscaping Design

Water is a precious resource. The landscape for this project shall be designed so that a minimum amount of water is required. This shall be accomplished by utilizing southern California adaptive plant material and by incorporating native plants when reasonable. The existing plantings shall be evaluated, and determinations shall be made to remove or trim existing trees. The irrigation system shall be an automatic system that shall utilize a new controller and backflow prevention device. Estimated total water use (ETWU) and maximum applied water use (MAWA) calculations shall be completed for the site to ensure the project conforms to AB-1881, water conservation. The requirement to provide screen planting along the generator area shall be addressed in the planting plans. The proposed plant material used shall again be regionally appropriate and will be sized and designed to minimize visual impacts.

Public Meeting: Because this project is located in a public area with adjacent residences, the consultant shall hold community meetings so that the residents have the opportunity to be informed and provide their opinions as it relates to the proposed improvements. Community relations are an important component to the successful implementation of this project's success. The City shall notify residents and schedule meetings at a public location (recommendation is to meet at the project site), to facilitate the neighborhood participation meetings where concepts and recommendations that are developed, that will eventually be conceptually presented to the public. Residents shall be encouraged to actively participate in discussion regarding proposed landscaping improvements.

EXHIBIT "B"
PROJECT SCHEDULE

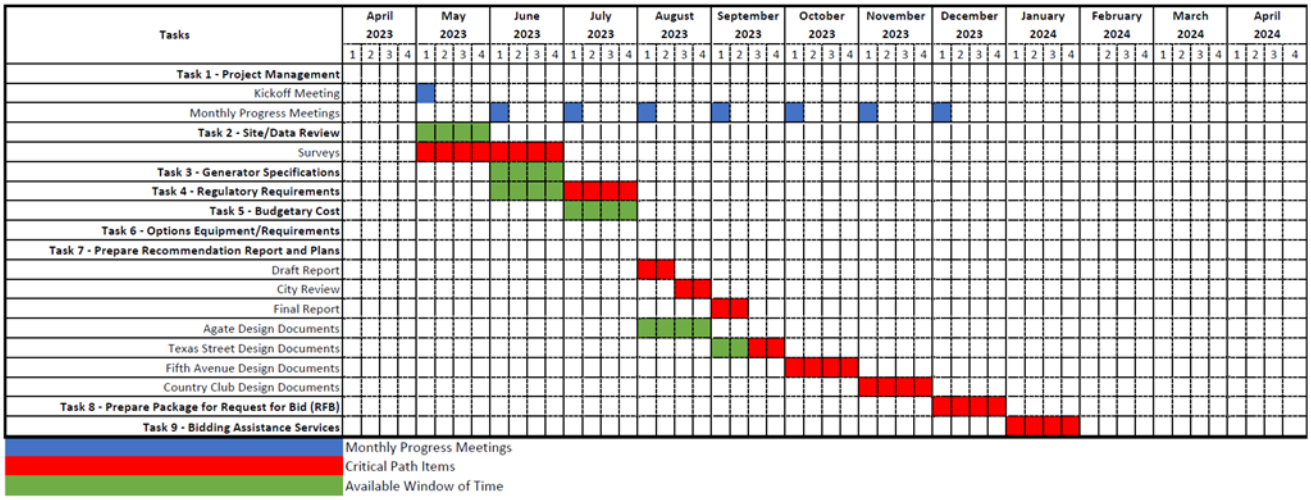


EXHIBIT "C"
FEE SCHEDULE

RICHARD BRADY & ASSOCIATES

Cost Proposal for City of Redlands

RFP Number: 20230112VM
Program Manager: Richard Brady
Project Title: Engineering and Design of Water Facilities Generators
Start Date: TBD
Proposal Date: 2/7/2023
End Date: TBD

Labor Category	Code	Labor Rate	Labor Hours	Cost
Senior Program Manager / Senior Principal	P7	$ 367.00	120.0	$44,040
Program Manager / Principal Engineer II	P6	$ 318.00	336.0	$106,848
Managing Engineer / Principal Engineer I	P5	$ 271.00	-	$ -
Senior Engineer / Project Manager	P4	$ 221.00	42.0	$9,282
Project Engineer	P3	$ 204.00	388.0	$79,152
Staff Engineer	P2	$ 186.00	-	$ -
Associate Engineer	P1	$ 156.00	-	$ -
Senior Designer	D3	$ 210.00	560.0	$117,600
Designer	D2	$ 156.00	-	$ -
Drafter	D1	$ 132.00	-	$ -
Senior Administrative Staff / Contracts	A3	$ 198.00	-	$ -
Admin Assistant, Project Coordinator	A2	$ 114.00	-	$ -
Reproduction Clerk, File Clerk, Data Entry	A1	$ 89.00	-	$ -
Construction Manager	CM3	$ 229.00	40.0	$9,160
Senior Construction Inspector	CM2	$ 204.00	-	$ -
Construction Inspector	CM1	$ 186.00	-	$ -
Permit Expeditor	PER1	$ 87.20	-	$ -
Total Labor Cost			**1,486.0**	**$366,082**
Estimated Travel Costs				
Travel				$2,882
Total Travel Cost				**$2,882**
Estimated ODCs (Subcontractors, Materials, Supplies, Reproduction, etc.)				
CEQA		DUDEK		$59,000
Survey		Coast Survey		$59,895
Service Center Charge			$0.00/Hour	$ -
Reproduction				$ -
		Subtotal ODCs		**$118,895**
		G&A on ODCs (excl Travel)	**3.00%**	**$3,567**
		Total ODC Costs		**$122,462**
		Profit on ODCs (excl Travel)	**5.00%**	**$6,123**
Total ODC Cost				**$128,585**
Total Estimated Project Cost				**$497,549**
Landscaping design				**$10,000**
GRAND TOTAL COST				**$507,549**

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.

RICHARD BRADY & ASSOCIATED, INC.

By:_____ Date: _____
Richard Brady, PE, BCEE, CEO

City Council/Financing Authority Meeting **K. 2.**

DATE: 05/16/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a construction contract with Onyx Paving Company, Inc. for the 2022 Alley Paving Improvement Project for an amount not-to-exceed $2,082,000; and determination that the Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council determine approval of the contract and construction of the 2022 Alley Paving Improvement Project is exempt from environmental review in accordance with Section 15301(c) of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move to approve the 2022 Alley Paving Improvement Project plans and specifications, and award a construction contract to Onyx Paving Company, Inc. for an amount not-to-exceed $2,082,000.

RECOMMENDATION:

Staff recommends City Council determine approval of a construction contract and construction of the 2022 Alley Paving Improvement Project are categorically exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approve the 2022 Alley Paving Improvement Project plans and specifications, and award a construction contract to Onyx Paving Company, Inc. for an amount not-to-exceed $2,082,000.

DISCUSSION:

The 2022 Alley Paving Improvement Project (Project) will resurface twenty-three (23) alleys identified on the attached location map (Attachment D). The Project also removes and replaces driveways and sidewalks where necessary, protects existing utilities, trees, power poles, and public and private improvements, replaces damaged survey monuments, constructs drainage facilities, disposes of excess soil and rock material, and restores all areas and improvements to pre-construction conditions. Upon completion of this project, which includes paving of two (2) miles of alleys, 1.5 miles of alleys will remain to be paved out of sixteen (16) total miles of the City's alleys.

Staff prepared plans and specifications, and advertised the Project for construction in March 2023. On April 11, 2023, the City Clerk's office received and opened the following two (2) bids for the Project:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Amount**
Onyx Paving Company, Inc., Anaheim, CA	$2,082,000
All American Asphalt, Corona, CA	$3,192,595

Staff reviewed bids to determine responsiveness to bid requirements, and Onyx Paving Company, Inc. was determined to be the lowest responsive and responsible bidder. Therefore, staff recommends awarding a construction contract to Onyx Paving Company, Inc. for an amount not-to-exceed $2,082,000. If approved, it is anticipated that the Project will be completed within one hundred twenty (120) calendar days.

This project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act as the project involves paving existing alleys within the right-of-way with no increase to existing use.

ALTERNATIVES:

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

STRATEGIC PLAN:

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

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

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

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

PREPARED BY:
Elva Arellanes, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 2022-23
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	101400; 211910; Measure T

Discussion:

There is no fiscal impact associated with this action. The cost for this project is included in the FY 22/23 MUED Budget.

Attachments

A. Onyx Paving Construction Public Work Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
Alley Project Plans (for reference)
Specifications (for reference)

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 16th day of May, 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 Onyx Paving Company Inc., a California Corporation (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: **2022 Alley Paving Improvement Project**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **2022 Alley Paving Improvement Project, Project No. 400023** (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of two million eighty-two thousand dollars ($2,082,000) 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 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.

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
2022 Alley Paving Improvement Project
Project No. 400023

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.

Onyx Paving Company Inc._____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Onyx Paving Company Inc. (hereinafter designated as "Principal") have entered into an agreement dated May 16th, 2023 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as **2022 Alley Paving Improvement Project, Project No. 400023** 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, Onyx Paving Company Inc. as Surety, are held and firmly bound unto the City in the penal sum of two million eighty-two thousand dollars ($2,082,000) 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 Onyx Paving Company Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated May 16th, 2023, and identified as **2022 Alley Paving Improvement Project, Project No. 400023** 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 million eighty-two thousand dollars ($2,082,000) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 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 **11th day of April 2023 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **2022 Alley Paving Improvement Project**. 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	Onyx Paving Company Inc., Anaheim CA	Yes	Yes	N/A	$2,082,000.00
2	All American, Corona CA	Yes	Yes	N/A	$3,192,595.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario, Goutam Dobey

ATTACHMENT "C"

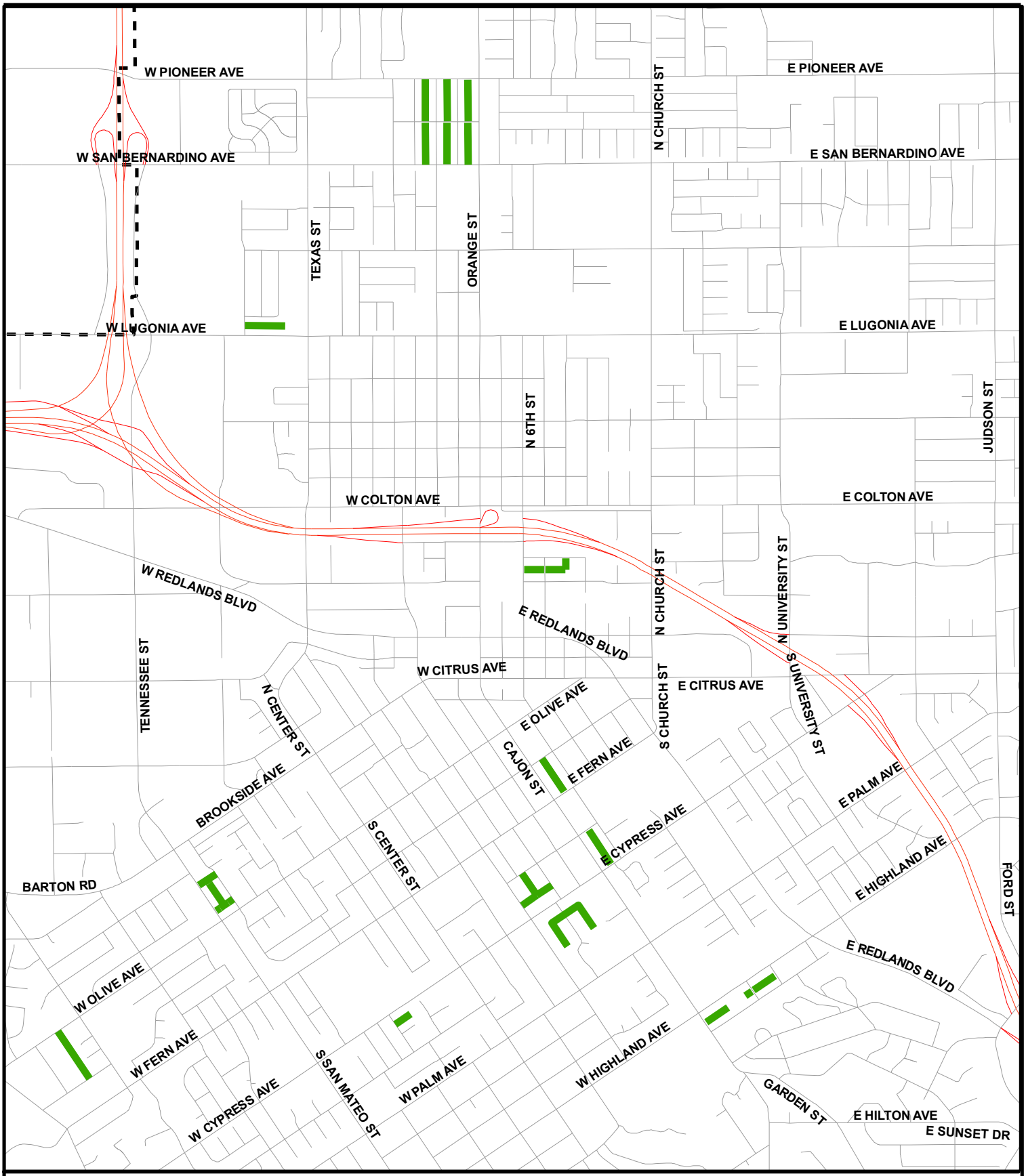
CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 400023
2022 Alley Paving Improvement Project

BID DATE: 11-Apr-2023
EST. START DATE: 29-May-2023

Item No.	Bid Item	Quantity	Unit	Onyx Paving Company, Inc.		All American Asphalt			
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$100,100.00	$100,100.00	$150,000.00	$150,000.00		$0.00
2	SWPPP	1	LS	$10,000.00	$10,000.00	$10,000.00	$10,000.00		$0.00
3	Survey (Construction Staking)	1	LS	$94,000.00	$94,000.00	$100,000.00	$100,000.00		$0.00
4	Removal of all trash and debris, shrubs, bushes, tree stumps, pavement and pavement grindings from right of way	1	LS	$583,932.00	$583,932.00	$925,000.00	$925,000.00		$0.00
5	Construct 2.5" AC over 4" Aggregate Base, Compact Top 6" to 95% compaction	139,775	SF	$3.03	$423,518.25	$6.60	$922,515.00		$0.00
6	Construct 2' Wide V-Gutter	10,760	LF	$24.00	$258,240.00	$43.00	$462,680.00		$0.00
7	Construct V-Gutter Transition	27	EA	$2,000.00	$54,000.00	$2,225.00	$60,075.00		$0.00
8	Construct AC Driveway, 2.5" AC over 4" Aggregate Base Compacted Top 6" to 95%	7,000	SF	$9.00	$63,000.00	$6.77	$47,390.00		$0.00
9	Adjust Manhole to Grade. City to Provide New MH Frame and Cover as Needed	11	EA	$1,000.00	$11,000.00	$1,020.00	$11,220.00		$0.00
10	Construct Concrete Collar	11	EA	$900.00	$9,900.00	$570.00	$6,270.00		$0.00
11	Construct 4" Thick PCC Pad	80	SF	$20.00	$1,600.00	$42.00	$3,360.00		$0.00
12	Remove and Replace Gutter per SPPWC Standard No. 120-2	60	SF	$100.00	$6,000.00	$53.25	$3,195.00		$0.00
13	Remove and Replace Driveway, 6" Thick PCC (560-C-3250), Compact Top 6" to 95%	7,730	SF	$18.00	$139,140.00	$18.00	$139,140.00		$0.00
14	Install Gravel Back Fill for Vehicle Access	125	SF	$40.00	$5,000.00	$70.00	$8,750.00		$0.00
15	Construct 8" PCC curb SPPWC Standard Plan No. 120-2	655	LF	$70.00	$45,850.00	$50.00	$32,750.00		$0.00
16	Construct New Catch Basin per SPPWC Standard No. 304-3	3	EA	$7,500.00	$22,500.00	$5,000.00	$15,000.00		$0.00
17	Construct New 8" SDR35 PVC Storm Drain Line. Contractor to replace vegetation, soil, and pavement. Minimum slope 05%. Contractor to Verify Invert Elevation.	340	LF	$125.00	$42,500.00	$160.00	$54,400.00		$0.00
18	Construct New Parkway Drain per SPPWC Standard No. 151-2. Contractor to verify invert	1	EA	$10,000.00	$10,000.00	$8,600.00	$8,600.00		$0.00
19	Remove and Replace 6" Thick PCC Sidewalk (560-C-3250), Compact Top 6" to 95%	2,170	SF	$13.00	$28,210.00	$25.00	$54,250.00		$0.00
20	Demobilization	1	LS	$23,509.75	$23,509.75	$28,000.00	$28,000.00		$0.00
21	Unforeseen work not covered within all other bid items	1	LS	$150,000.00	$150,000.00	$150,000.00	$150,000.00		$0.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Bid Price				**$2,082,000.00**		**$3,192,595.00**		**$0.00**

License Status	Active	Active	
Sub's License Status	Active	Active	
Bid Bond Company	Harco National Insurance Company	Fidelity and Deposit Company of Maryland	
Submitted Entire Bid Package	Yes	No	
Submitted Sub's Qualification Statement	Yes	No	
DIR Status	Active	Active	
Error in Bid	No	No	



PROPOSED ALLEYS

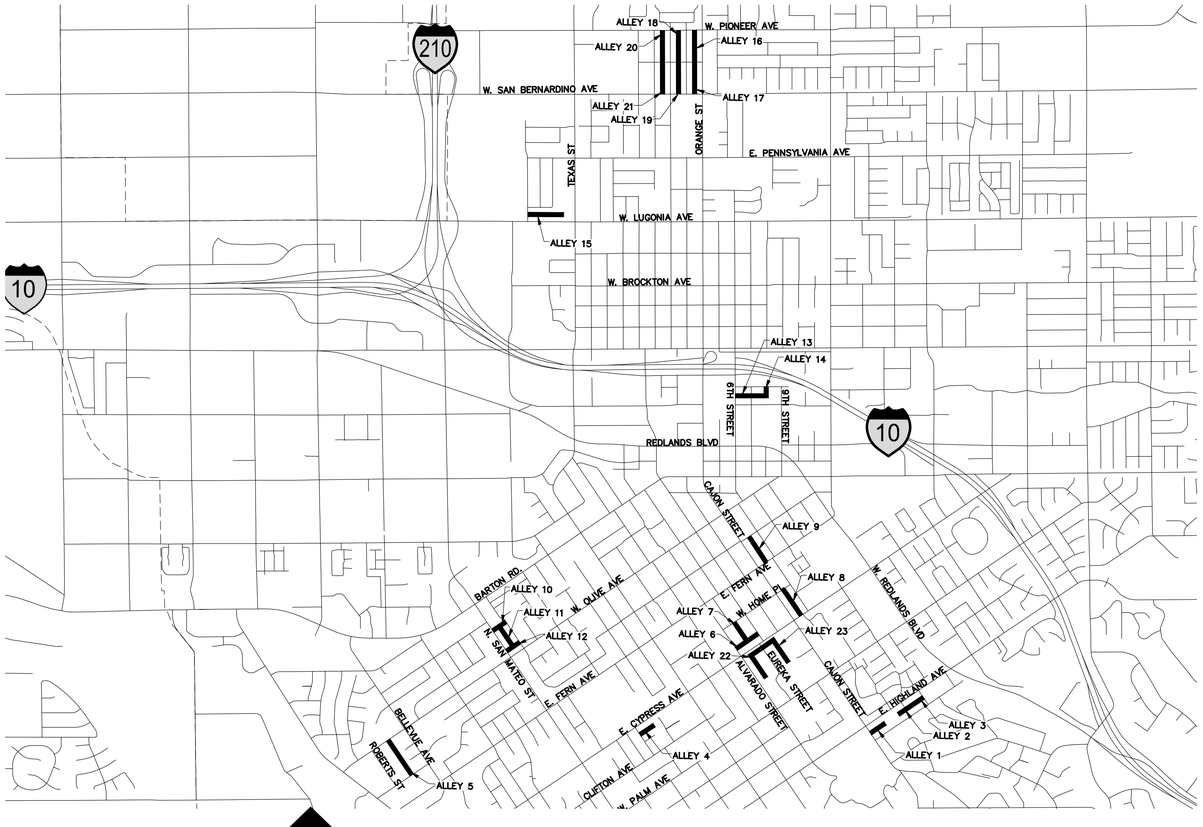
2022 ALLEY PAVING PROJECT LOCATION MAP

N
W E
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City of REDLANDS "A City That Works"

CONSTRUCTION PLANS FOR
CITY OF REDLANDS
2022 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT No. 400023

MARCH 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	NOTES AND DETAILS
3	ALLEY 1, 2 & 3
4	ALLEY 4 & 5
5	ALLEY 6 & 7
6	ALLEY 8 & 9
7	ALLEY 10, 11 & 12
8	ALLEY 13 & 14
9	ALLEY 15
10	ALLEY 16 & 17
11	ALLEY 18 & 19
12	ALLEY 20 & 21
13	ALLEY 22
14	ALLEY 23

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
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 400023
TITLE SHEET & VICINITY MAP

Designed by: EA
Date: 03/23
Checked by: GD
Date: 03/23
Drawn by: EA
Date: 03/23
Checked by: GD
Date: 03/23

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 14 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

F-2418 ST

C:\Capital Projects\21400 - ABS, REDAR\DWG\2022 Alley Paving Improvements Project\E DESIGN\CAD\Site Layout.dwg | Plotted: 3/27/2023

GENERAL NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER'S REPRESENTATIVE TO SCHEDULE CITY PERSONNEL FOR A FINAL INSPECTION AND APPROVAL OF TRAFFIC CONTROL DEVICES PRIOR TO PROJECT ACCEPTANCE.
2. ALL CONSTRUCTION SIGNS SHALL BE BLACK ON ORANGE BACKGROUND WITH HIGH INTENSITY (FHWA TYPE III) REFLECTIVE SHEETING.
3. ALL CONSTRUCTION SIGNING SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES. PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
4. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL TRAFFIC CONTROL DEVICES AS NECESSARY FOR PUBLIC SAFETY. ALL WORK WITHIN 6-FEET OF THE SHOULDER WILL REQUIRE CLOSURE OF THE SHOULDER. ALL WORK WITHIN 6-FEET OF THE TRAVELED WAY WILL REQUIRE CLOSURE OF THAT LANE.
5. ALL CONFLICTING SIGNS SHALL BE REMOVED OR RELOCATED BY THE CONTRACTOR. RELOCATABLE SIGNS SHALL BE INSTALLED AS SPECIFIED ON THE PLANS OR AS DETERMINED IN THE FIELD BY THE CITY ENGINEER'S REPRESENTATIVE.
6. ALL WORK SHALL CONFORM TO THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)", 2018 EDITION, THE "STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION", 2012 EDITION, AND THE CITY OF REDLANDS STANDARD SPECIFICATIONS. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE CITY ENGINEER'S REPRESENTATIVE.
7. IF ANY DAMAGE OCCURS AS A RESULT OF THIS PROJECT, THE CONTRACTOR IS RESPONSIBLE FOR REPAIR AT HIS EXPENSE.
8. SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE THE "ENCROACHMENT PERMIT" WILL BE VALID. FOR YOUR DIG ALERT ID NUMBER, CALL UNDERGROUND SERVICE ALERT (TOLL FREE) AT 1-800-227-2600, TWO WORKING DAYS BEFORE YOU DIG.
9. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE PROJECT. SEE SECTION 01722 OF THE GENERAL REQUIREMENTS.
10. USE BEST MANAGEMENT PRACTICES (BMP) TO PREVENT AND CONTAIN ANY ILLEGAL DISCHARGES IN ACCORDANCE WITH CHAPTER 13.54 OF THE MUNICIPAL CODE AND THE TERMS OF NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM. THIS IS TO REMAIN IN EFFECT FOR THE ENTIRE DURATION OF PROJECT CONSTRUCTION UNTIL COMPLETION AND ACCEPTANCE BY THE CITY ENGINEER'S REPRESENTATIVE.
11. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL/DETOUR PLAN TO THE CITY ENGINEER'S REPRESENTATIVE FOR APPROVAL. ALL APPROVED CONSTRUCTION SIGNAGE SHALL BE IN PLACE PRIOR TO THE START OF WORK.
12. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF QUANTITIES BEFORE SUBMITTING HIS BID. ANY ITEM OR WORK REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE ITEMS OF WORK.
13. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ACCURATE "RECORD" DRAWINGS TO THE CITY UPON COMPLETION OF CONSTRUCTION.
14. PAVING WORK WITHIN TEN FEET OF ANY SHALLOW (1-1/2' OR LESS COVER) UNDERGROUND STRUCTURE OR UTILITY SHALL BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER'S REPRESENTATIVE.
15. ALL DELINEATORS, SIGNS, TRAFFIC CONES SHALL BE IN NEW CONDITION.
16. ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.
17. THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.
18. ALL AGGREGATE BASE AND GRAVEL BACK FILL, WILL CONSIST OF CRUSHED AGGREGATE BASE (CAB), CRUSHED MISCELLANEOUS BASE, FINE MIX (CMB) OR CLASS 2 BASE (3/4" MAX.) @ 95% COMPACTION.

ACCURACY DISCLAIMER:

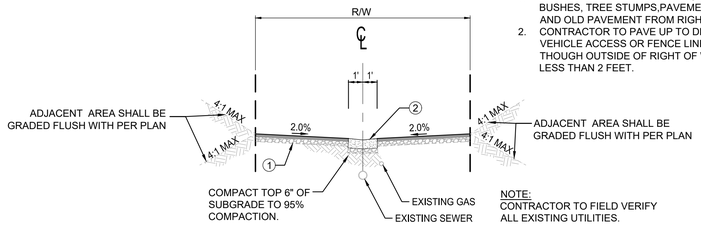
THESE DRAWINGS ARE NOT BASED ON A FIELD SURVEY. ALL BASE DRAWING INFORMATION WAS GENERATED FROM DATA INCLUDING GEOGRAPHIC INFORMATION SYSTEM (GIS) SHAPEFILES FOR STREET CENTERLINES, RIGHT-OF-WAY, PARCEL LINES, AND UNDERGROUND UTILITIES. BASE DRAWINGS WERE THEN AUGMENTED WITH AVAILABLE UTILITY RECORD DRAWINGS, TOGETHER WITH A DESKTOP (VIRTUAL) ASSESSMENT OF STREET IMPROVEMENTS, AND A FIELD RECONNAISSANCE. THERE IS NO GUARANTEE AS TO THE ACCURACY OF SAID DRAWINGS AND POTENTIAL INTERFERENCES THAT MAY IMPACT THE ALLEY PAVING IMPROVEMENT PROJECT. ONCE PROPOSED ALIGNMENTS HAVE BEEN DULY ESTABLISHED IN THE FIELD AND APPROVED BY A CITY REPRESENTATIVE, CONTRACTOR SHALL POTHOLE EACH AND EVERY POTENTIAL INTERFERENCE AND CONNECTION LOCATION TO CONFIRM EXTENT OF THEIR RESPECTIVE INFLUENCES.

ROADWAY AND BUILDING ALIGNMENTS AND ANY HORIZONTAL DEFLECTIONS ARE GENERALLY BASED ON OFFSETS FROM CENTERLINE. ANY SHOWN V-GUTTERS ARE APPROXIMATE AND MAY REQUIRE ADJUSTMENT DURING CONSTRUCTION.

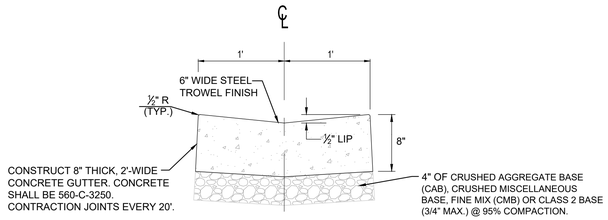
ENGINEER'S NOTICE TO CONTRACTOR:

THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.

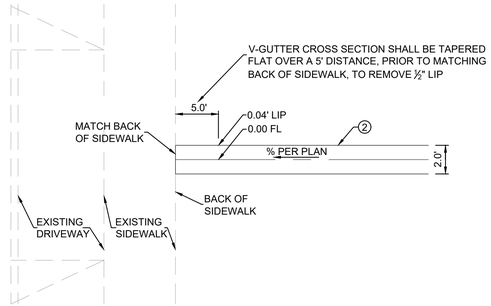
NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.



1 ALLEY TYPICAL SECTION
N.T.S



2 V-GUTTER DETAIL
N.T.S



3 V-GUTTER TRANSITION DETAIL
N.T.S

CONSTRUCTION NOTES:

NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	139,775 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	10,760 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	27 EA
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.	7,000 SF
6	ADJUST MANHOLE TO GRADE. CITY TO PROVIDE NEW MH FRAME AND COVER AS NEEDED.	11 EA
7	CONSTRUCT CONCRETE COLLAR	11 EA
8	CONSTRUCT 4" THICK PCC PAD	80 SF
9	REMOVE AND REPLACE GUTTER PER SPPWC STD. 121-2	60 SF
10	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	7,730 SF
11	INSTALL GRAVEL BACK FILL FOR VEHICLE ACCESS	125 SF
12	CONSTRUCT 8" CURB PER SPPWC STANDARD PLAN NO. 120-2 TYPE D1-8	655 LF
13	CONSTRUCT NEW CATCH BASIN PER SPPWC STD. NO. 304-3	3 EA
14	CONSTRUCT NEW 8" SDR35 PVC SD LINE. CONTRACTOR TO REPLACE VEGETATION, SOIL, AND PAVEMENT. S= 0.005 MIN.	340 LF
15	CONSTRUCT NEW PARKWAY DRAIN PER SPPWC STD. 151-2. CONTRACTOR TO VERIFY INVERT ELEVATION.	1 EA
16	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	2,170 SF

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 400023
NOTES AND DETAILS

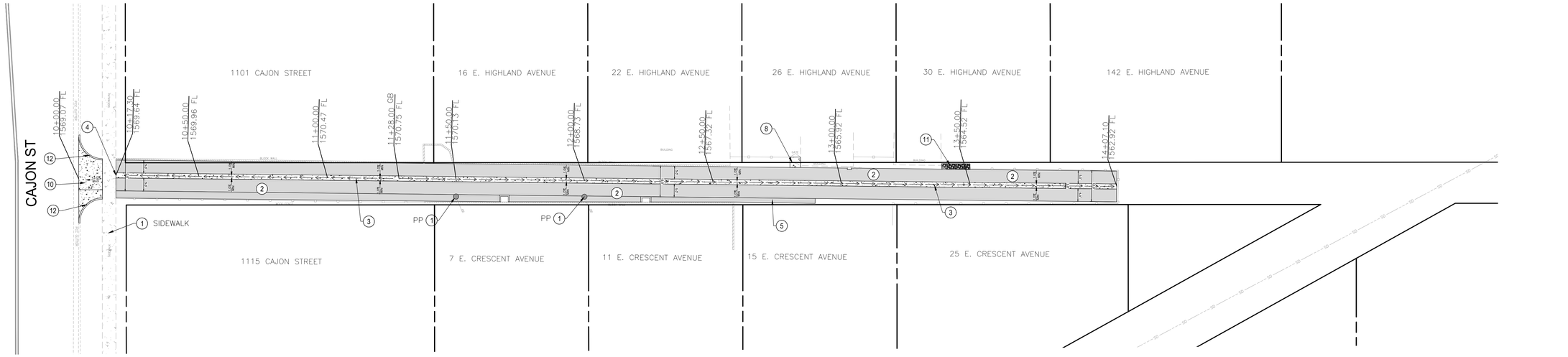
F-2418 ST

Designed by: EA
Date: 03/23
Checked by: GD
Date: 03/23
Drawn by: EA
Date: 03/23
Checked by: GD
Date: 03/23

Reviewed By: 3/14/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 3/14/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646

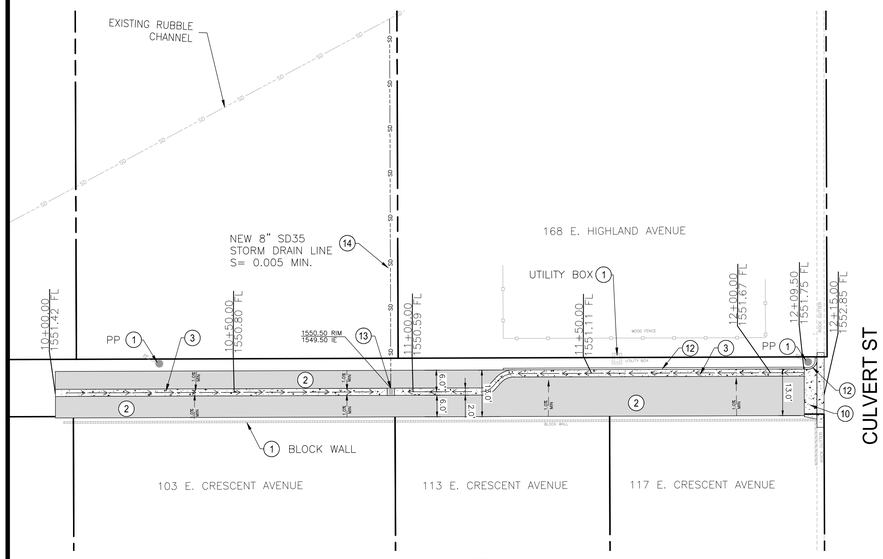
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Vert. AS SHOWN

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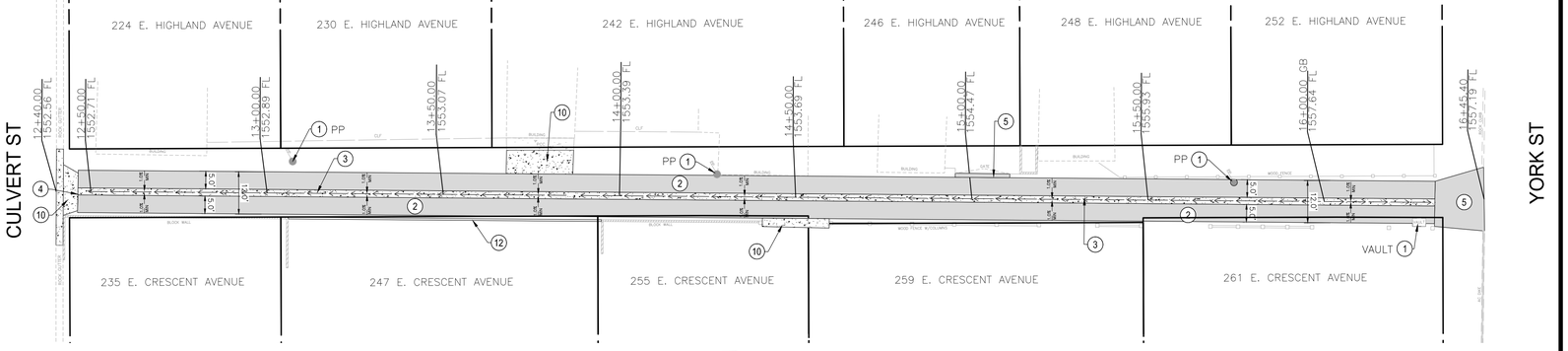
ALLEY 1
1"=20'

NORTH



ALLEY 2
1"=20'

NORTH

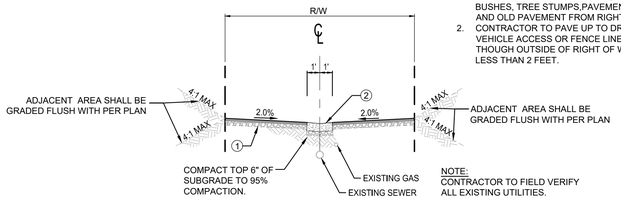


ALLEY 3
1"=20'

NORTH

CONSTRUCTION NOTES:

NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	9,870 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	990 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	2 EA
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.	865 SF
8	CONSTRUCT 4" THICK PCC PAD	20 SF
10	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	545 SF
11	INSTALL GRAVEL BACK FILL FOR VEHICLE ACCESS	25 SF
12	CONSTRUCT 8" CURB PER SPPWC STANDARD PLAN NO. 120-2 TYPE D1-8	210 LF
13	CONSTRUCT NEW CATCH BASIN PER SPPWC STD. NO. 304-3	1 EA
14	CONSTRUCT NEW 8" SDR35 PVC SD LINE. CONTRACTOR TO REPLACE VEGETATION, SOIL, AND PAVEMENT. S= 0.005 MIN.	105 LF



NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB GRADE BREAK LINE
- R RIDGE LINE

REGISTERED PROFESSIONAL ENGINEER GOUTAM KUMAR DOBEY NO. C75646 CIVIL STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 400023
ALLEY 1, 2 & 3

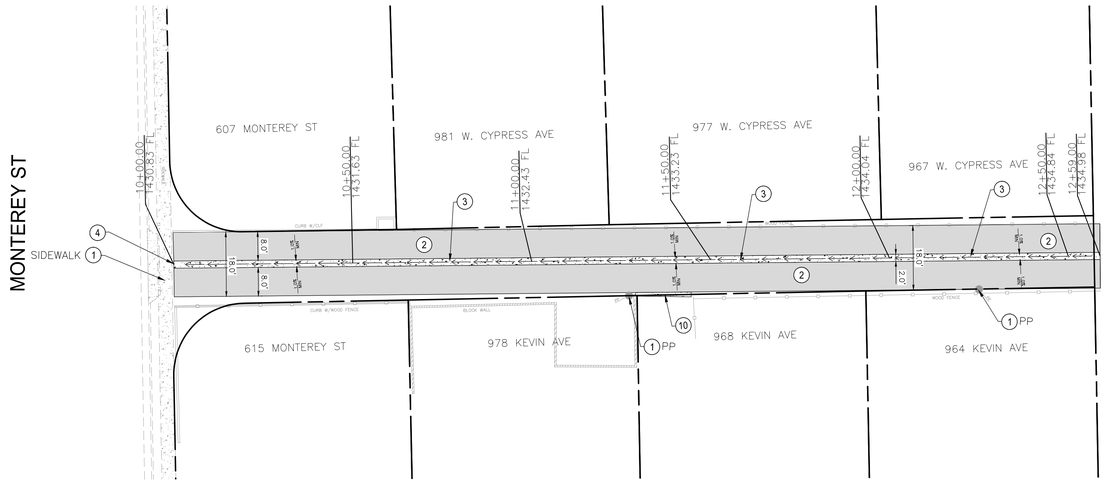
F-2418 ST

Designed by: EA
Date: 03/23
Checked by: GD
Date: 03/23
Drawn by: EA
Date: 03/23
Checked by: GD
Date: 03/23

Reviewed By: 3/14/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 3/14/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646

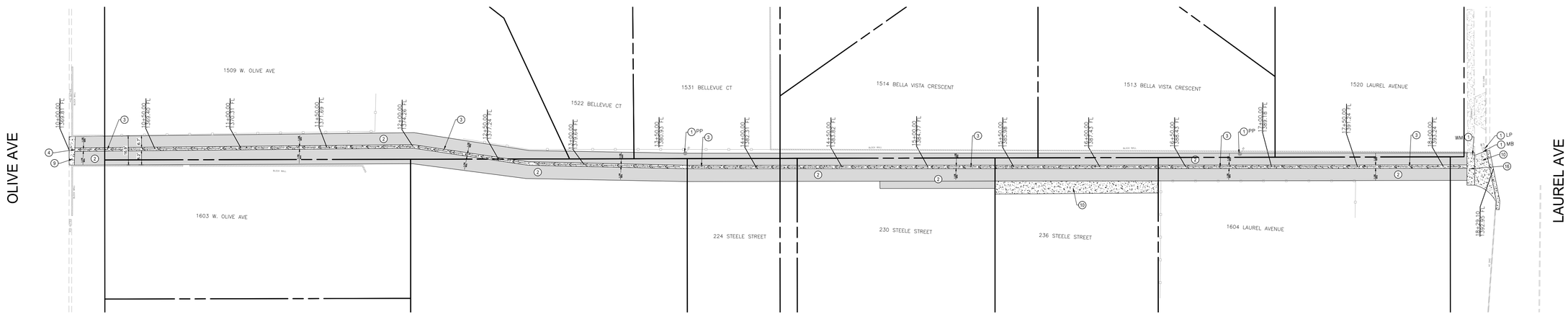
Sheet 3 of 14 Sheets
Scale: Horiz. AS SHOWN
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ALLEY 4
1"=20'

NORTH

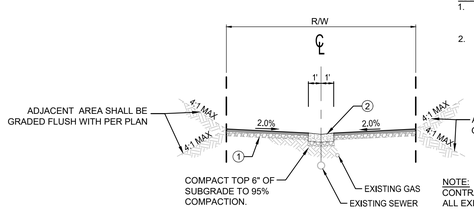


ALLEY 5
1"=30'

NORTH

CONSTRUCTION NOTES:

NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	15,925 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	1,075 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	3 EA
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.	285 SF
9	REMOVE AND REPLACE GUTTER PER SPPWC STD. 121-2	60 SF
10	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	980 SF
16	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	90 SF



NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB GRADE BREAK LINE
- R RIDGE LINE

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
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CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 400023
ALLEY 4 & 5

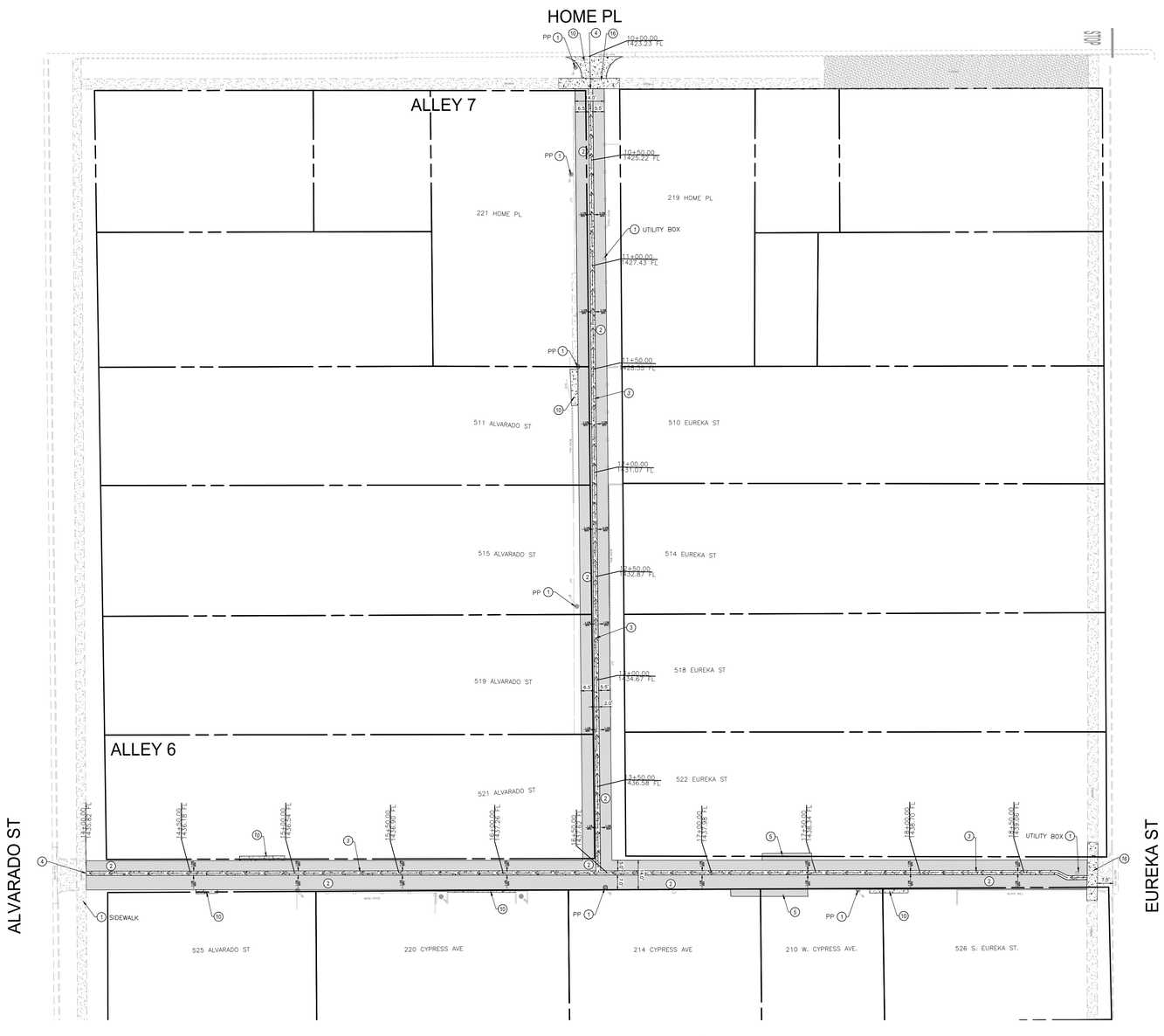
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Approved By: 3/14/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 4 of 14 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

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ALLEY 6 & 7
1"=30'

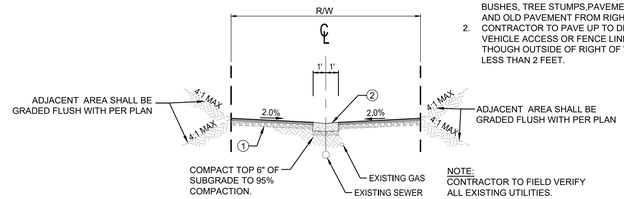
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CONSTRUCTION NOTES:		
NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	10,225 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	845 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	2 EA
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.	210 SF
10	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	375 SF
16	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	290 SF

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.



1 ALLEY TYPICAL SECTION
N.T.S

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 400023
ALLEY 6 & 7

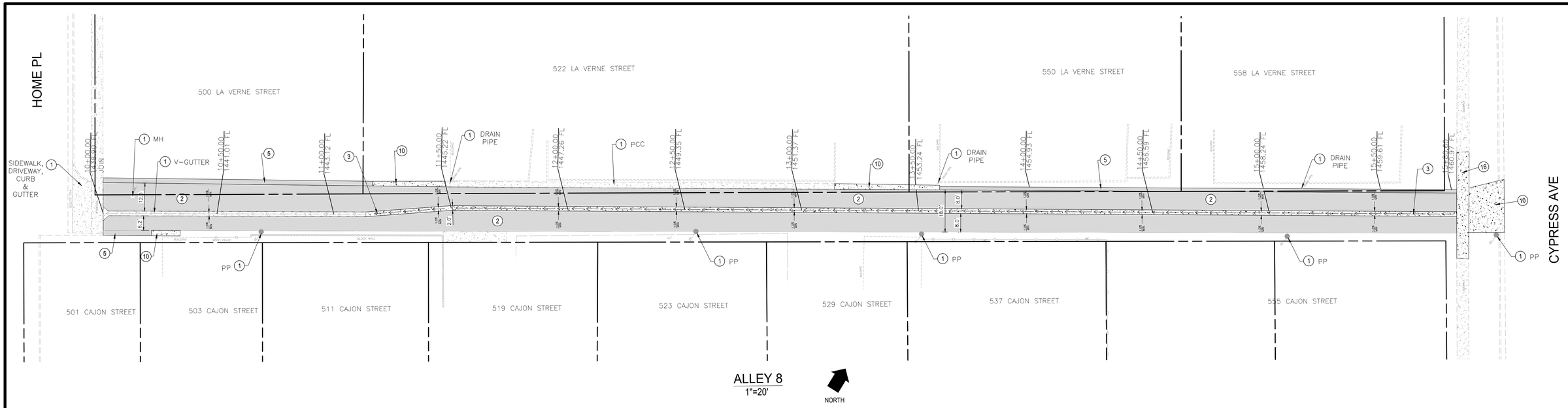
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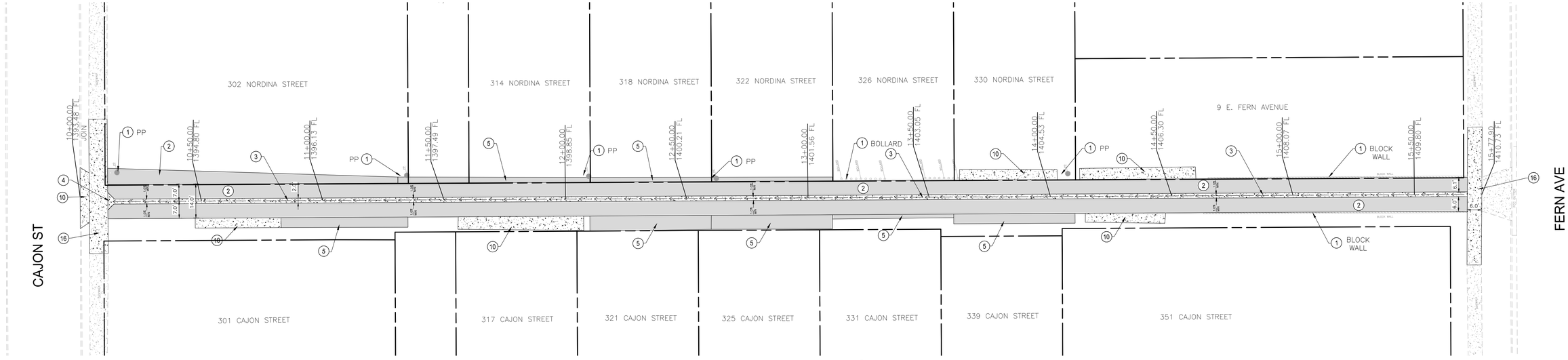
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Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 3/14/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 5 of 14 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

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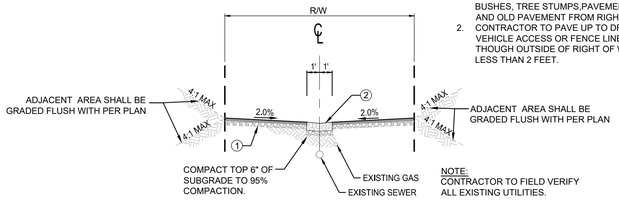
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CONSTRUCTION NOTES:

NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	16,510 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	1,030 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	1 EA
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.	2,600 SF
10	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	1,550 SF
16	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	1,000 SF



NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER GOUTAM KUMAR DOBEY NO. C75646 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 400023
ALLEY 8 & 9

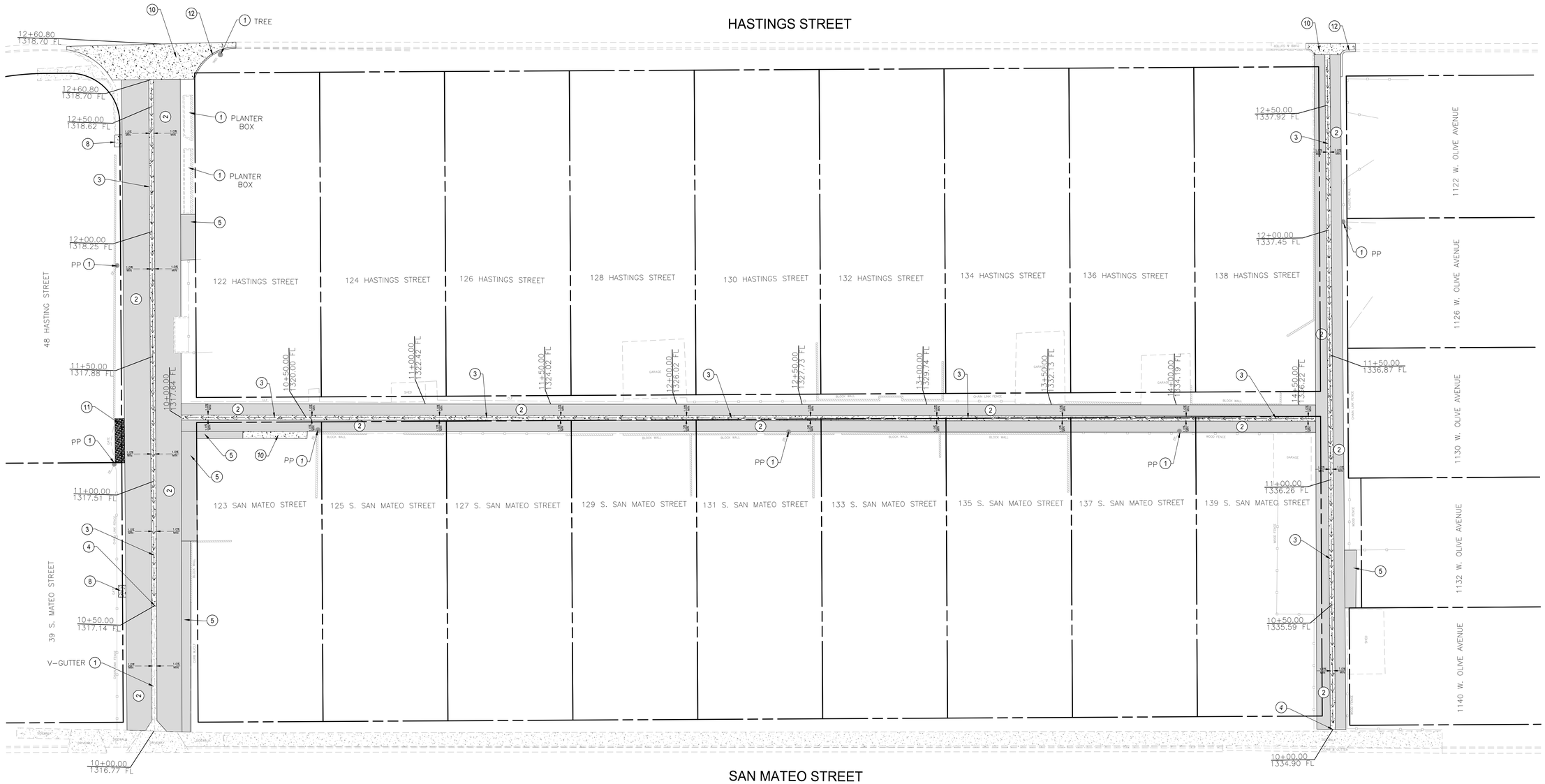
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Reviewed By: 3/14/2023
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Approved By: 3/14/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 6 of 14 Sheets
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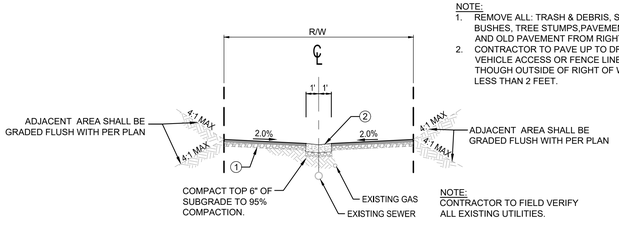
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ALLEY 10, 11 & 12
1"=20'

NORTH

CONSTRUCTION NOTES:		
NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	11,985 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	935 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	2 EA
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.	805 SF
8	CONSTRUCT 4" THICK PCC PAD	30 SF
10	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	800 SF
11	INSTALL GRAVEL BACK FILL FOR VEHICLE ACCESS	70 SF
12	CONSTRUCT 8" CURB PER SPPWC STANDARD PLAN NO. 120-2 TYPE D1-8	15 LF



NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB GRADE BREAK LINE
- R RIDGE LINE

Revisions					
Letter	Description	Date	Initial	Initial	Initial

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 400023
ALLEY 10, 11 & 12

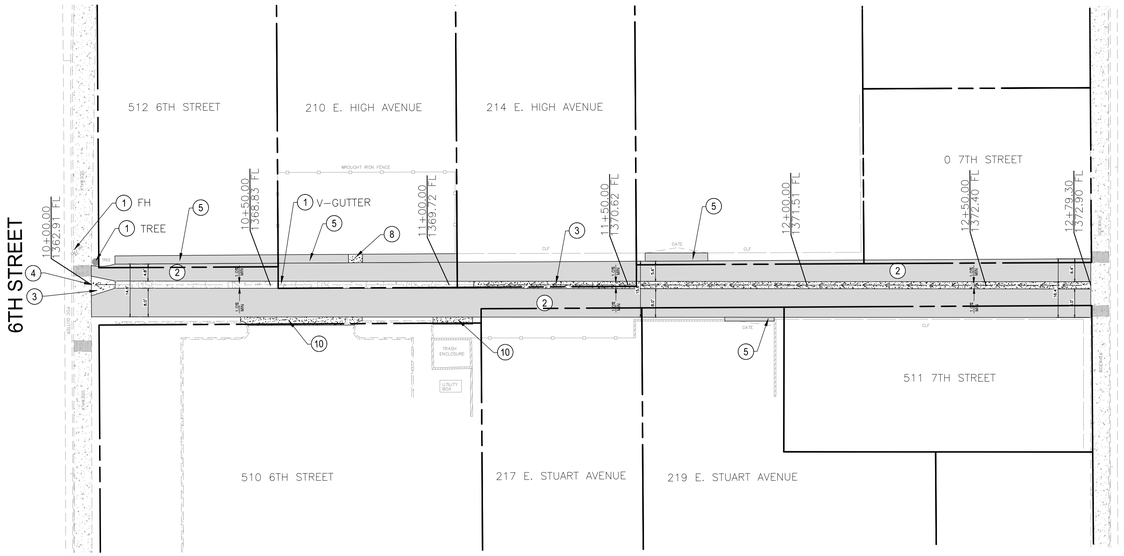
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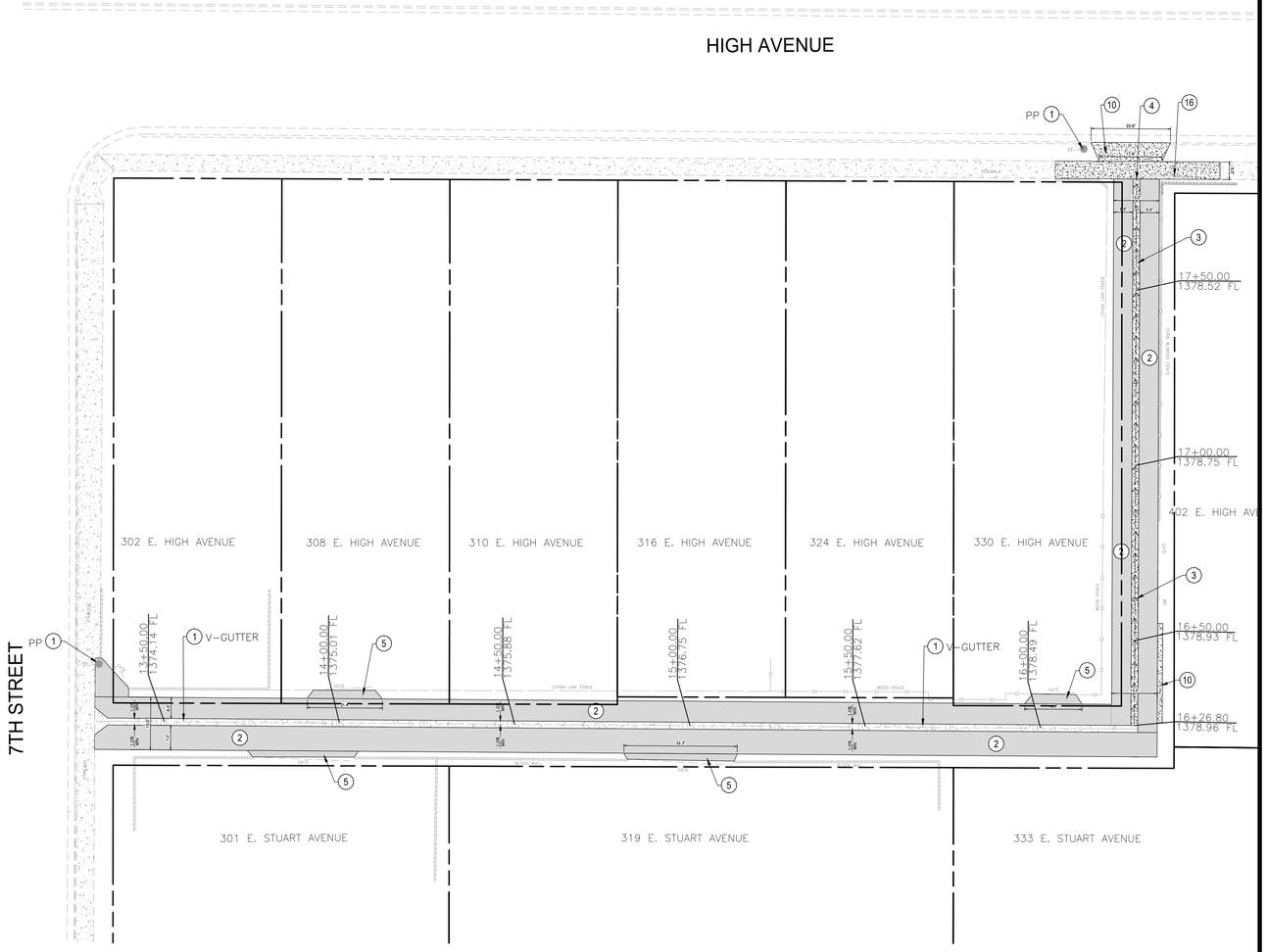
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Approved By: 3/14/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 7 of 14 Sheets
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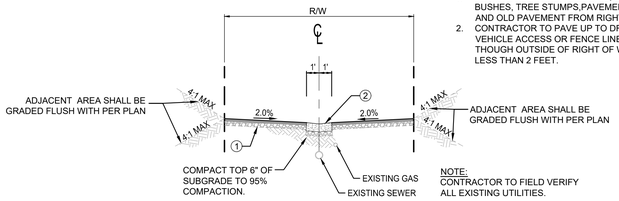
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CONSTRUCTION NOTES:

NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	9,345 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	340 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	2 EA
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.	540 SF
8	CONSTRUCT 4" THICK PCC PAD	10 SF
10	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	245 SF
16	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	235 SF



NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB GRADE BREAK LINE
- R RIDGE LINE

REGISTERED PROFESSIONAL ENGINEER GOUTAM KUMAR DOBEY NO. C75646 CIVIL STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 400023
ALLEY 13 & 14

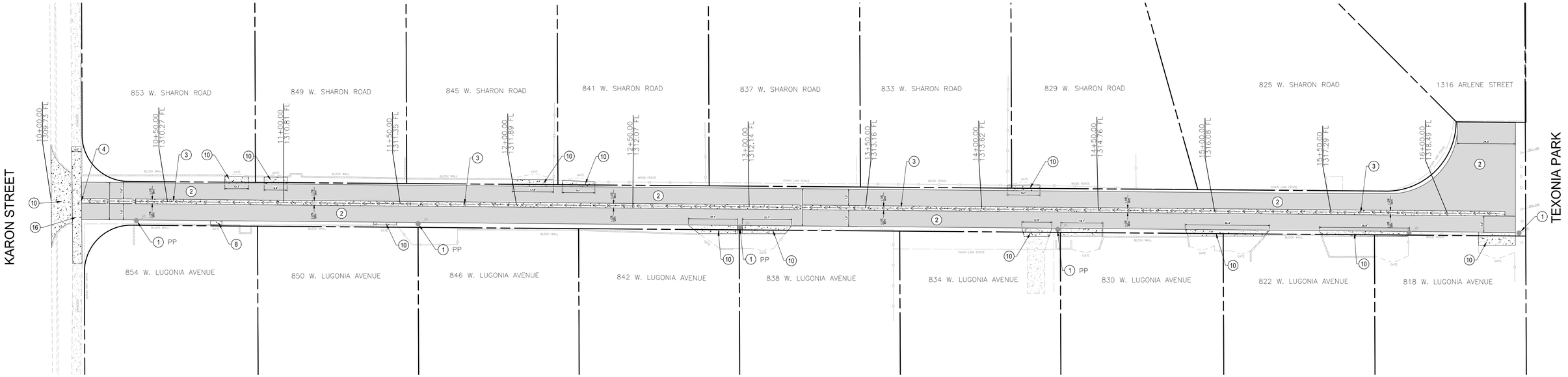
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Checked by: GD Date: 03/23

Reviewed By: 3/14/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 3/14/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 8 of 14 Sheets
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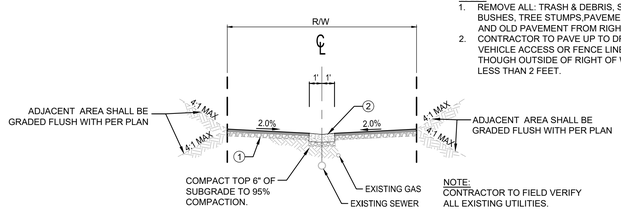


LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

CONSTRUCTION NOTES:

NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	9,650 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	615 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	1 EA
8	CONSTRUCT 4" THICK PCC PAD	10 SF
10	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	935 SF
16	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	205 SF



NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 400023
ALLEY 15

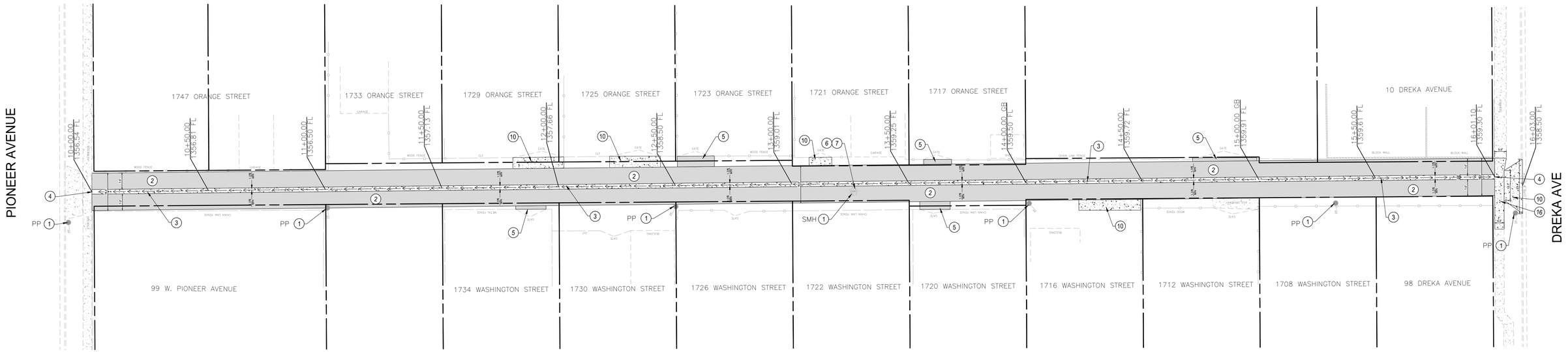
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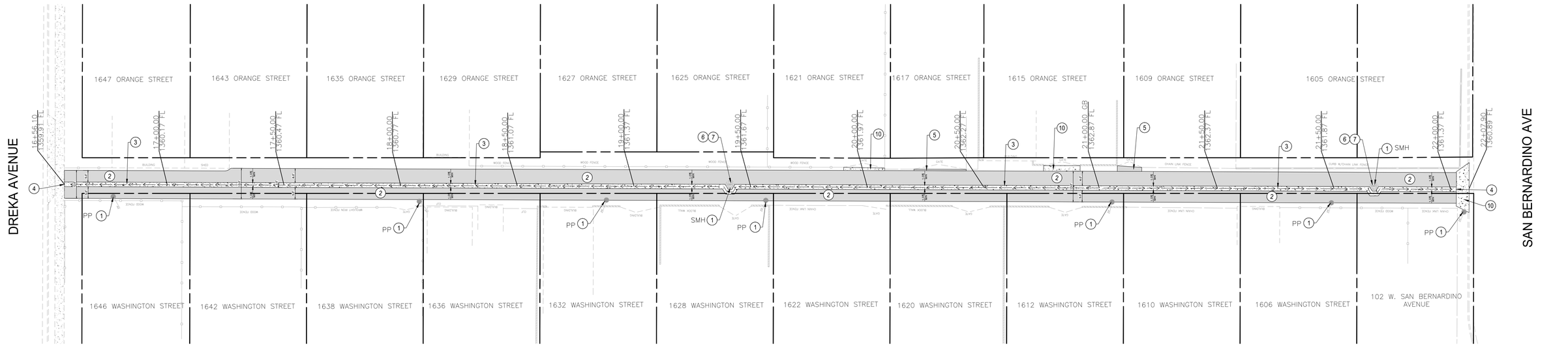
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Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 3/14/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 9 of 14 Sheets
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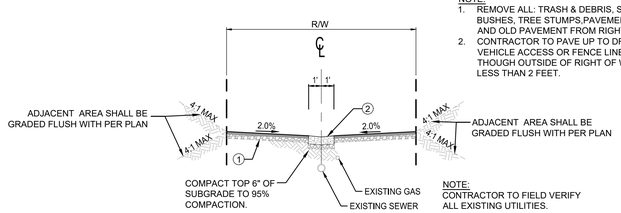
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CONSTRUCTION NOTES:

NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	14,975 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	1,205 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	4 EA
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.	185 SF
6	ADJUST MANHOLE TO GRADE. CITY TO PROVIDE NEW MH FRAME AND COVER AS NEEDED.	3 EA
7	CONSTRUCT CONCRETE COLLAR	3 EA
10	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	665 SF
16	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	125 SF



NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB GRADE BREAK LINE
- R RIDGE LINE

REGISTERED PROFESSIONAL ENGINEER GOUTAM KUMAR DOBEY NO. C75646 CIVIL STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 400023
ALLEY 16 & 17

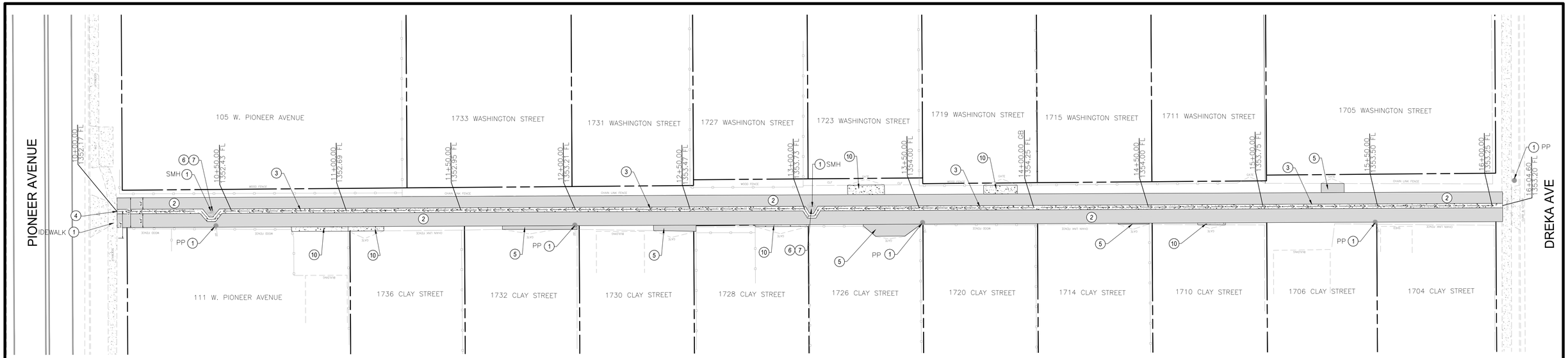
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Sheet 10 of 14 Sheets
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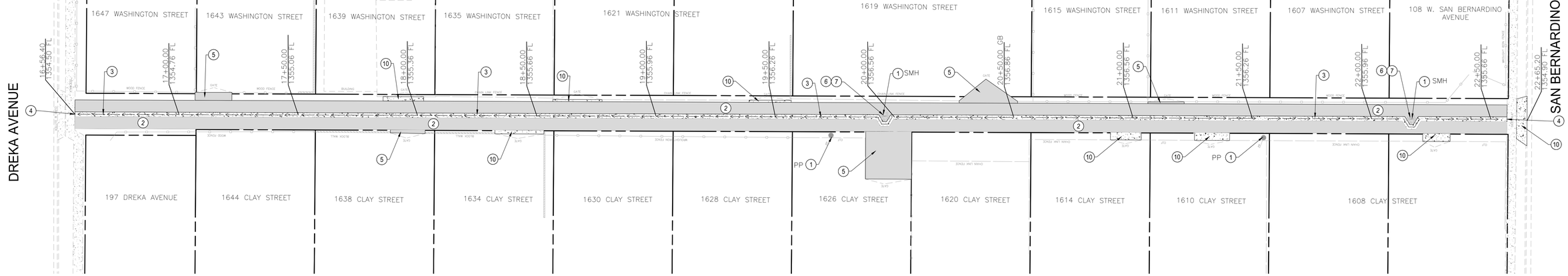
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ALLEY 18
1"=20'

NORTH

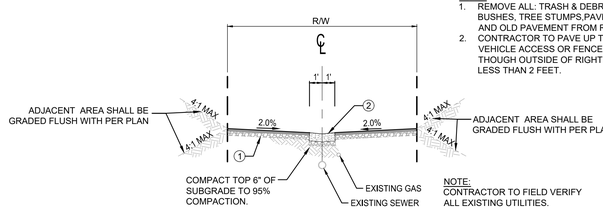


ALLEY 19
1"=20'

NORTH

CONSTRUCTION NOTES:

NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	12,630 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	1,220 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	4 EA
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.	850 SF
6	ADJUST MANHOLE TO GRADE. CITY TO PROVIDE NEW MH FRAME AND COVER AS NEEDED.	4 EA
7	CONSTRUCT CONCRETE COLLAR	4 EA
10	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	510 SF



NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
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REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

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CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 400023
ALLEY 18 & 19

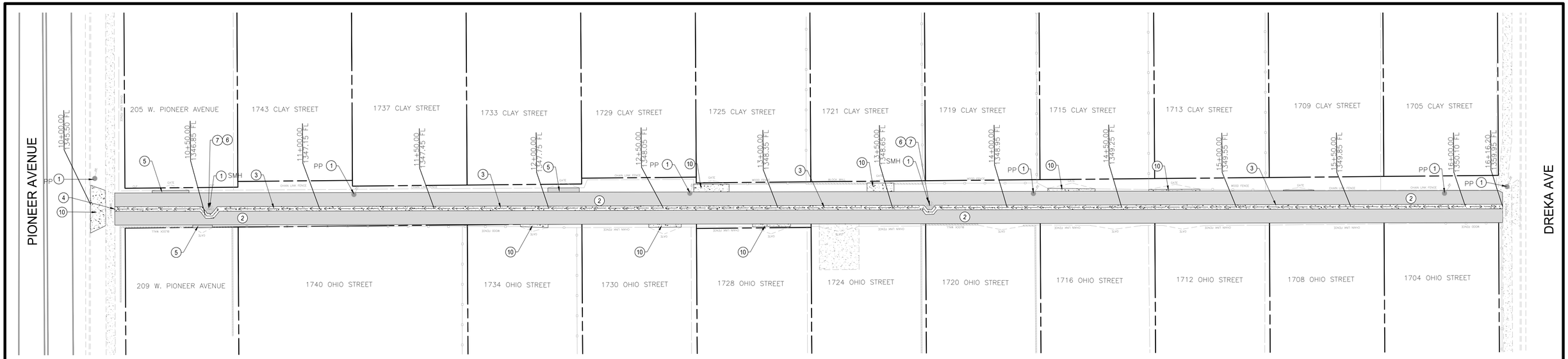
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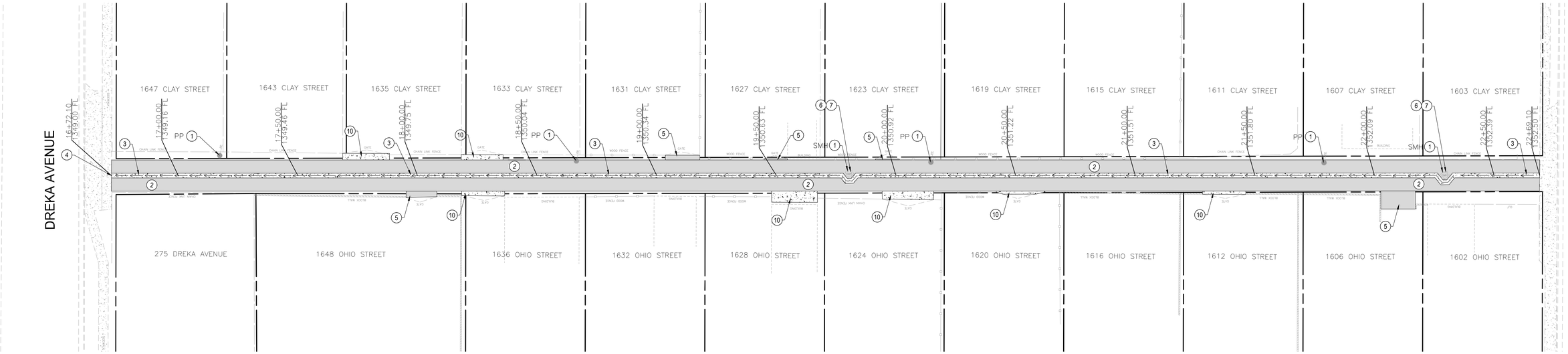
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ALLEY 20
1"=20'

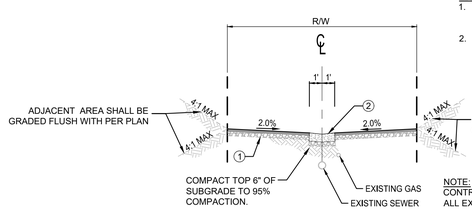
NORTH



ALLEY 21
1"=20'

NORTH

CONSTRUCTION NOTES:		
NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	13,815 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	1,215 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	3 EA
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.	235 SF
6	ADJUST MANHOLE TO GRADE. CITY TO PROVIDE NEW MH FRAME AND COVER AS NEEDED.	4 EA
7	CONSTRUCT CONCRETE COLLAR	4 EA
10	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	655 SF



NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 400023
ALLEY 20 & 21

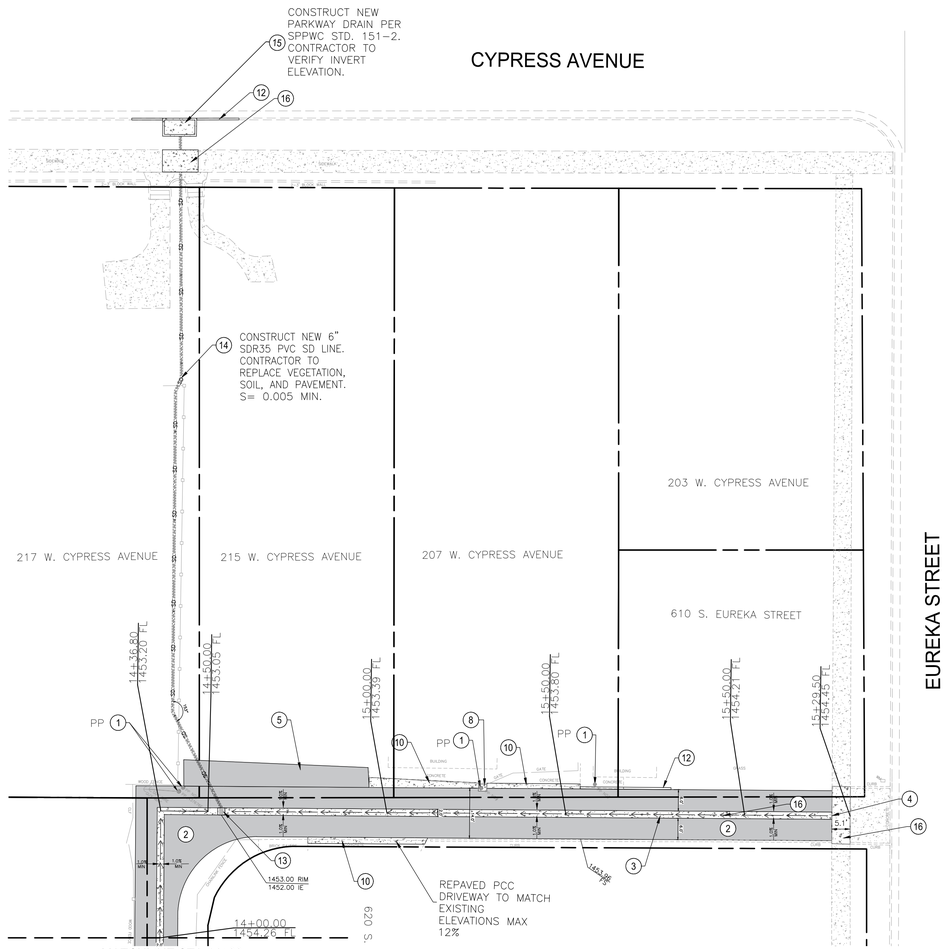
F-2418 ST

Designed by: EA
Date: 03/23
Checked by: GD
Date: 03/23
Drawn by: EA
Date: 03/23
Checked by: GD
Date: 03/23

Reviewed By: 3/14/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 3/14/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 12 of 14 Sheets
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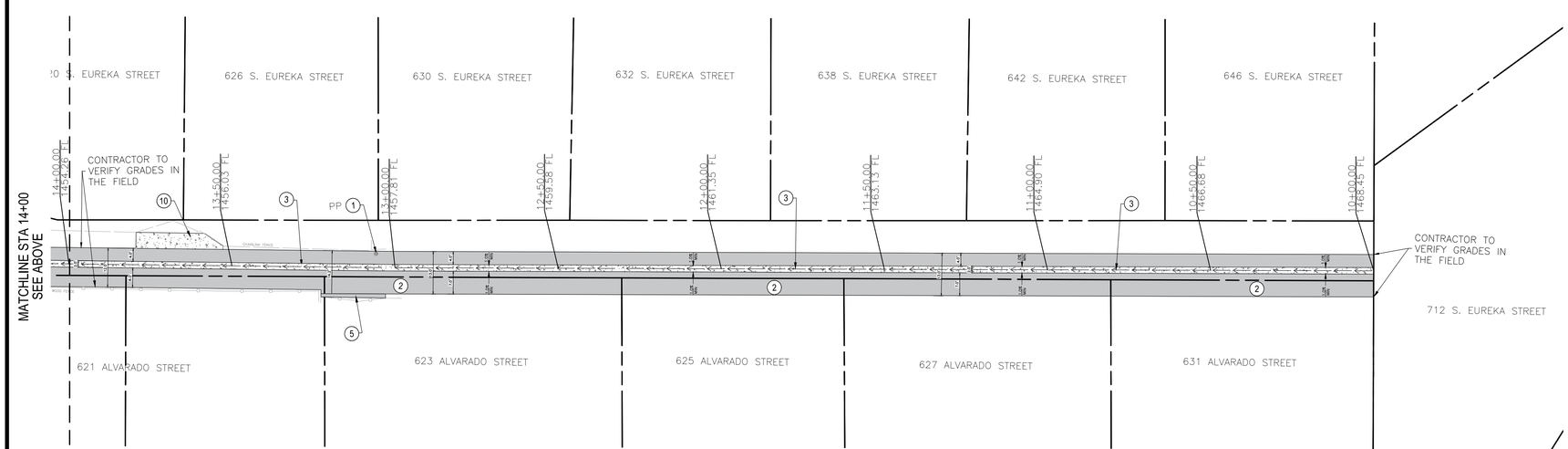
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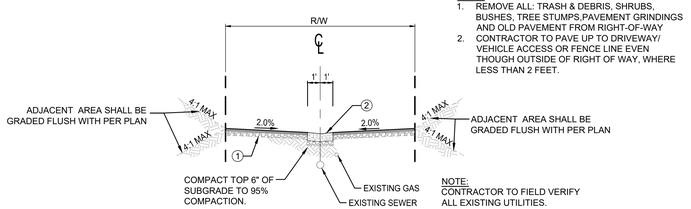
CONSTRUCTION NOTES:		
NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	7,160 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	625 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	2 EA
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.	360 SF
10	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	280 SF
12	CONSTRUCT 8" CURB PER SPPWC STANDARD PLAN NO. 120-2 TYPE D1-8	145 LF
13	CONSTRUCT NEW CATCH BASIN PER SPPWC STD. NO. 304-3	1 EA
14	CONSTRUCT NEW 8" SDR35 PVC SD LINE. CONTRACTOR TO REPLACE VEGETATION, SOIL, AND PAVEMENT. S= 0.005 MIN.	225 LF
15	CONSTRUCT NEW PARKWAY DRAIN PER SPPWC STD. 151-2. CONTRACTOR TO VERIFY INVERT ELEVATION.	1 EA
16	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	145 SF

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE



ALLEY 22
1"=20'



NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 400023
ALLEY 22

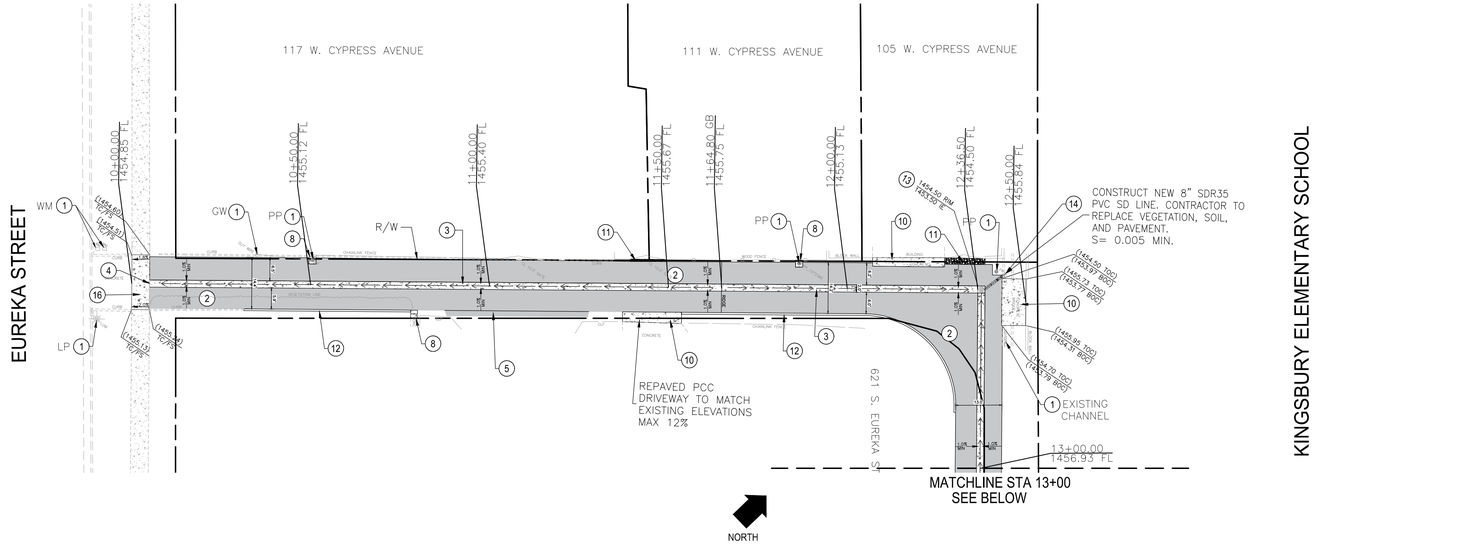
Designed by: EA
Date: 03/23
Checked by: GD
Date: 03/23
Drawn by: EA
Date: 03/23
Checked by: GD
Date: 03/23

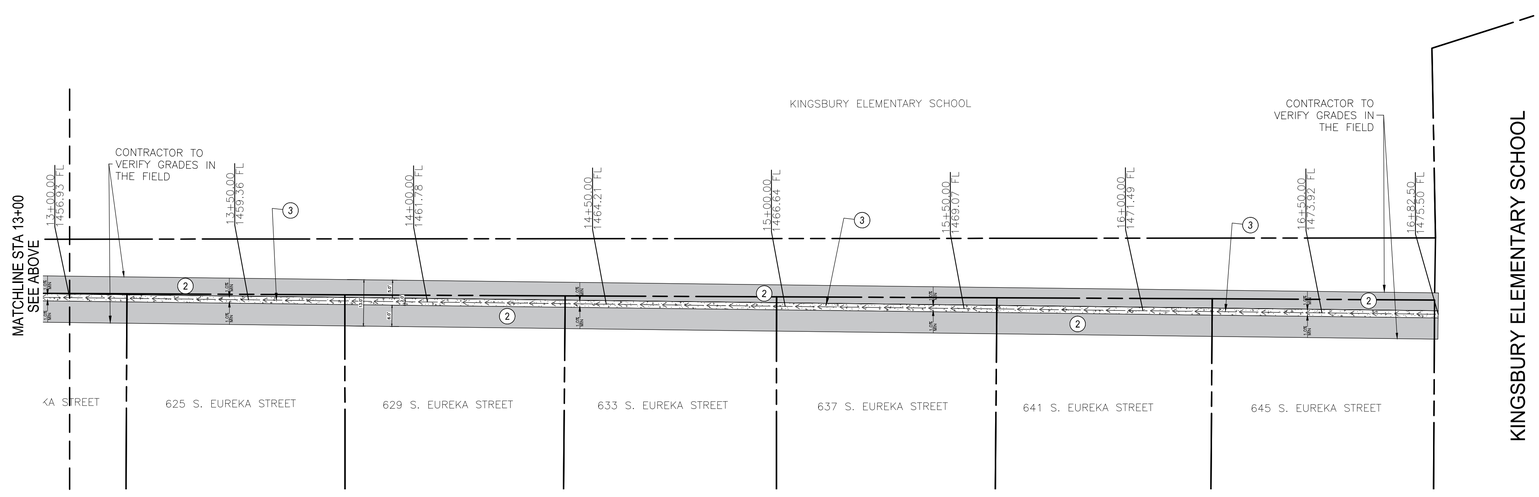
Reviewed By: 3/14/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 3/14/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 13 of 14 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

F-2418 ST

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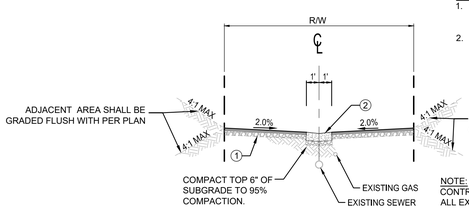




ALLEY 23
1"=20'

NORTH

CONSTRUCTION NOTES:		
NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	7,685 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	665 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	1 EA
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.	65 SF
8	CONSTRUCT 4" THICK PCC PAD	10 SF
10	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	190 SF
11	INSTALL GRAVEL BACK FILL FOR VEHICLE ACCESS	30 SF
12	CONSTRUCT 8" CURB PER SPPWC STANDARD PLAN NO. 120-2 TYPE D1-8	285 LF
13	CONSTRUCT NEW CATCH BASIN PER SPPWC STD. NO. 304-3	1 EA
14	CONSTRUCT NEW 8" SDR35 PVC SD LINE. CONTRACTOR TO REPLACE VEGETATION, SOIL, AND PAVEMENT. S= 0.005 MIN.	10 LF
16	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	80 SF



NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY; VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
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- GB GRADE BREAK LINE
- R RIDGE LINE

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

Revisions					
Letter	Description	Date	Initial	Initial	Initial

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 400023
ALLEY 23

F-2418 ST

Designed by: EA
Date: 03/23
Checked by: GD
Date: 03/23
Drawn by: EA
Date: 03/23
Checked by: GD
Date: 03/23

Reviewed By: 3/14/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 3/14/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 14 of 14 Sheets
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CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

2022 Alley Paving Improvement Project
Project No. 400023

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

MARCH 2023

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

2022 Alley Paving Improvement Project
Project No. 400023

For use in conjunction with specifications entitled: "Standard Specifications for Public Works Construction (Greenbook)" 2021 Edition; "Standard Plans for Public Works Construction" 2021 Edition; Municipal Utilities and Engineering Department's Water Systems Standard Specifications and Sanitary Sewer System Standard Specifications, latest editions; and General Permit Conditions and Trench Specifications.

City Council:
Eddie Tejeda, Mayor
Paul T. Barich, Mayor Pro Tem
Denise Davis, Councilmember
Jenna Guzman-Lowery, Councilmember
Mario Saucedo, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

City Staff:
Charles M. Duggan Jr., City Manager

MARCH 2023

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2022 Alley Paving Improvement Project
Project No. 400023

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NOTICE INVITING SEALED PROPOSALS (NIB)
For
2022 Alley Paving Improvements Project
Project No. 400023

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 **April 11th, 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: 2022 Alley Paving Improvements Project, Project No. 400023.**

The City Council of the City of Redlands reserves the right to reject any and all Bids, to waive any irregularity, and award contracts in the best interests of the City.

The City of Redlands utilizes PlanetBids, a web-based bid management service to manage request for bids. PlanetBids does not charge a fee to access and view current project 'Request for Bids"; however, they require potential contractors, subcontractors and suppliers to provide contact information in order to download files, receive addendum notifications and to receive automatic updates or revisions to projects. PlanetBids can be accessed through the City of Redlands website at http://www.cityofredlands.org/RFP.

Proposals (Bids) shall be executed on the separately bound forms included within the "Bid Submittal Package" in accordance with the instructions contained therein.

Bid security, in the form of a cashier's check, a certified check made to the order of the City of Redlands, or a Bidder's Bond, and in an amount not less than ten percent (10%) of the amount of the Bid is required to be submitted with each Bid. Said check or bond shall be given as a guarantee that the bidder will enter into contract with the City of Redlands if awarded the work, and will be declared forfeited if the selected bidder fails to enter into contract within fourteen (14) days after Notice of Award.

The Bidder to whom award is made will be required to furnish a Labor and Material Bond and a Faithful Performance Bond each in an amount of 100% of the Bid amount, from surety company satisfactory to the City of Redlands.

Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

Pursuant to provisions of Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance of the work.

Pursuant to the provisions of Section 3300 of the California Public Contract Code, Bidders shall be licensed as "Class A" or "Class C-12" and provide their California State Contractor's License numbers to the City. In addition, no contractor or subcontractor may be listed on a bid proposal for a 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 Elva Arellanes, Project Manager, at 909-798-7584 Ext 9. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any products be considered for approval prior to award of the Contract. Changes, if any, will be made by addendum prior to opening of Bids.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA.

Jeanne Donaldson
City Clerk, City of Redlands

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
2022 Alley Paving Improvement Project
Project No. 400023

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: 2022 Alley Paving Improvement Project,
Project No. 400023

g. Bids will be opened and publicly read aloud at the time set in the Notice Inviting Sealed Proposals (Bids), in the Office of the City Clerk, Civic Center, 35 Cajon Street, Suite 4, Redlands, California.

2. AGREEMENT AND BONDS:

The form of Contract which the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents (CD) of these specifications and should be carefully examined by the Bidder. The Agreement, admitted Corporate Surety Bonds and other documents to be executed by the Contractor shall be executed in original-duplicates stamped according to law, one of which original-duplicates shall be filed with the City Clerk of the City of Redlands. The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a faithful performance bond and a labor and material bond, each in an amount equal to one hundred percent (100%) of the Contract price. Said bonds shall provide that if the Contractor or their Subcontractor fails to pay for any materials, provision, provender or other supplies or items used in, upon, for or about the performance of the work contracted to be done, or for any work of labor thereon of any kind, or for amounts due under the Unemployment Insurance Act or Workman's Compensation, with respect to such work or labor, that the surety or sureties will pay for the same. The amount shall not exceed the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee to be fixed by the court. All bonds shall be secured from surety companies satisfactory to the City of Redlands and whose name is on file with the County Clerk of San Bernardino County, as an approved and financially sound surety company authorized to transact business in this state.

3. WITHDRAWAL OF BIDS:

a. Any Bidder may withdraw his Bid, only by written request, at any time prior to the scheduled time for Bid Opening.

b. No Bidder may withdraw his Bid for a period of sixty (60) days after the time of Bid Opening except as allowed by the California Public Contract Code.

4. INSURANCE AND HOLD HARMLESS REQUIREMENTS:

Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Insurance Requirements as follows:

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5. LICENSES AND PERMITS:

No bid will be accepted from a Contractor who is not licensed in accordance with the law under the provisions of Division III, Chapter 9 of the Business and Professions Code of the State of California.

The Contractor shall, at the time of bid opening, possess a valid "Class A" or "Class C-12" Contractor's license, and provide its California State Contractor's License number to the City.

All subcontractors listed at the time of bid opening shall possess a valid Contractor's license for the work in which they are specified to complete within the Bid Submittal Package.

The Contractor shall, prior to Notice to Proceed, procure all other permits and licenses as stipulated in the GENERAL CONDITIONS.

In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015 or awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors shall submit proof of registration status with their bid submission to the City of Redlands. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. SUBSTITUTION OF SECURITIES:

In accordance with applicable provisions of State law, the Contractor will be permitted to substitute qualified securities in lieu of retention of withheld progress payments by the Owner.

7. SUBCONTRACTORS:

Pursuant to Section 4105 of the California Public Contract Code, the bidder may not circumvent the requirement to list subcontractors by the device of listing one subcontractor, who in turn sublets portions constituting a majority of the work covered by the contract.

A. Pursuant to California Government Code section 4106, subcontractors who will perform work or labor or render services in an amount in excess of one-half of one percent of the Contractor's total bid shall be set forth in a list of subcontractors within the bid documents. Such list shall be accompanied by an experienced statement with pertinent information regarding similar projects and other evidence of qualifications for each such subcontractor, supplier, individual, or entity if requested by City. If City or engineer, after doing an investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, City may, before the notice of award is given, request the apparent successful bidder to submit a substitute, without an increase in the bid.

B. If the apparent successful bidder declines to make any such substitution, City may award the contract to the next lowest bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities declining to make the request and substitutions will not constitute grounds for forfeiture of the bid security of any bidder. Any subcontractor, supplier, individual or entity so listed and against which City makes no written objection prior to the giving of the notice of award will be deemed acceptable by City subject to verification of such assessments after the effective date of the agreement as provided herein.

8. NON DEBARRED CONTRACTORS AND SUBCONTRACTORS

The Contractor and all of its subcontractors shall, at the time of bid opening and for performance of this public works contract, be non-debarred contractors and not be ineligible Contractors pursuant to Public Contract Code section 6109 and Labor Code sections 1777.1 and 1777.7.

9. LABOR LAW REQUIREMENTS

Prior to the start of construction, the Contractor and each subcontractor shall submit to the

City an executed Checklist of Labor Law Requirements, included within Appendix A, certifying that each Contractor and Subcontractor will comply with the foregoing Labor Law requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

By submitting a bid, the prime contractor and subcontractors involved in this project assure that they intend to comply with the labor law requirements noted within Appendix A, fully understanding that failure to comply may subject them to penalties as noted.

10. BID PROTEST PROCEDURES

Any bid protest must be in writing and received by the City Clerk's Office at 35 Cajon Street, Suite 4, Redlands, CA 92373, before 5:00 p.m. no later than two working days following the bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

10.1 General. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section, a "working day" means a day that City is open for normal business, and excludes weekends and holidays as observed by the City.

10.2 Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

10.3 Copy to Protested Bidder. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending on the outcome of the protest.

10.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by the City Clerk's Office before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

10.5 Copy of Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline,

to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

10.6 Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

10.7 Right to Award. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Contract notwithstanding any pending or continuing challenge to its determination.

PROPOSAL

TO: THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA herein called the "City".

Pursuant to and in compliance with your Notice Inviting Bids, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and with the plans thereto, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract, and complete in a workmanlike manner, all of the work covered by the contract in connection with the City's Project identified as

2022 Alley Paving Improvement Project
Project No. 400023

NOTE: Bidders must bid each item in this schedule. All entries in the entire PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

BID SCHEDULE
BASE BID

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
1	Mobilization (Maximum 5% of Total Base Bid Price)	LUMP SUM	N/A	$_____
2	SWPPP	LUMP SUM	N/A	$_____
3	Survey (Construction Staking)	LUMP SUM	N/A	$_____
4	Removal of all trash and debris, shrubs, bushes, tree stumps, pavement and pavement grindings from right of way	LUMP SUM	N/A	$_____
5	Construct 2.5" AC over 4" Aggregate Base, Compact Top 6" to 95% compaction	139,775 SF	$_____/SF	$_____
6	Construct 2' Wide V-Gutter	10,760 LF	$_____/LF	$_____

BASE BID (CONTINUED)

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
7	Construct V-Gutter Transition	27 EA	$_____/EA	$_____
8	Construct AC Driveway, 2.5" AC over 4" Aggregate Base Compacted Top 6" to 95% Compaction	7,000 SF	$_____/SF	$_____
9	Adjust Manhole to Grade. City to Provide New MH Frame and Cover as Needed.	11 EA	$_____/EA	$_____
10	Construct Concrete Collar	11 EA	$_____/EA	$_____
11	Construct 4" Thick PCC Pad	80 SF	$_____/SF	$_____
12	Remove and Replace Gutter per SPPWC Standard No. 120-2	60 SF	$_____/SF	$_____
13	Remove and Replace Driveway, 6" Thick PCC (560-C-3250), Compact Top 6" to 95% Compaction	7,730 SF	$_____/SF	$_____
14	Install Gravel Back Fill for Vehicle Access	125 SF	$_____/SF	$_____
15	Construct 8" PCC Curb per SPPWC Standard Plan No. 120-2	655 LF	$_____/LF	$_____
16	Construct New Catch Basin per SPPWC Standard No. 304-3	3 EA	$_____/EA	$_____
17	Construct New 8" SDR35 PVC Storm Drain Line. Contractor to replace vegetation, soil, and pavement. Minimum Slope 0.5%. Contractor to Verify Invert Elevation.	340 LF	$_____/LF	$_____
18	Construct New Parkway Drain per SPPWC Standard No. 151-2. Contractor to Verify Invert Elevation.	1 EA	$_____/EA	$_____

BASE BID (CONTINUED)

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
19	Remove and Replace 6" Thick PCC Sidewalk (560-C-3250), Compact Top 6" to 95% Compaction	2,170 SF	$_____/SF	$_____
20	Demobilization	LUMP SUM	N/A	$_____
21	Unforeseen work not covered within all other bid items	LUMP SUM	N/A	$ 150,000.00
	BASE BID TOTAL PRICE (ITEMS 1-21)			**$_____**

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 12. 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 _____, 2023.

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. 400023.

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. 400023 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. 400023, 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. 400023 within the past two years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Redlands.

1. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

2. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

3. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

STATEMENT BY BIDDER
GENERAL INFORMATION

1. Bidder's Mailing Address _____

   _____

2. Number of years engaged in the contracting business under your present firm or trade name:

   _____

3. Have you ever failed to complete any work awarded to you? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

4. Have you ever defaulted on a contract? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

5. Have you ever been a party to a lawsuit or gone to arbitration during the last 5 years? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

6. Has any Stop Notice been filed against you during the last 5 years? (Yes or No) ___. If yes, provide details in the space provided in Item 10.

7. Has your contractor's license ever been suspended, revoked, or subject to disciplinary action? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

8. Contracts currently on hand:

Agency Name	Amount of Contract	Start Date	Completion Date

9. Enter the name of person(s) who inspected the site of the proposed work for your firm and the date of said site inspection.

   Name:_____ Date:_____

10. In the space provided, the Bidder shall provide details concerning any "Yes" answers provided in this "General Information" section. Details shall include, but not be limited to, the nature of dispute, name of the agency involved and the final outcome. If requested by the City, the Bidder shall supply additional information, sufficiently detailed, to permit evaluation of the Bidder's ability to perform the work.

Question Number	Details

CONTRACT DOCUMENTS
(CD)

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PUBLIC WORKS CONSTRUCTION CONTRACT

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this ___ day of _____, 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: **2022 Alley Paving Improvement Project**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **2022 Alley Paving Improvement Project, Project No. 400023** (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 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.

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
2022 Alley Paving Improvement Project
Project No. 400023

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 **Alley Paving Improvement Project, Project No. 400023** 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 **2022 Alley Paving Improvement Project, Project No. 400023** 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 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 65ºF (18ºC).

The application of slurry shall not commence until after 8:00 a.m., and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

Each slurry crew shall be composed, at a minimum, of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, two squeegee men, and sufficient laborers for any handiwork and cleanup.

Surface oil and grease shall be removed or sealed with shellac or an equivalent material approved by the City before the application of the slurry seal. Full compensation for surface oil and grease removal shall be considered as included in the unit cost for slurry seal.

The Contractor shall roll all cul-de-sacs (the last 250' minimum), the last 250' of dead-end streets and knuckle curves. Full compensation for rolling the slurry shall be considered as include in the unit cost for slurry seal.

During slurry seal operations, it shall be the Contractor's responsibility to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, pavement markers (reflective and non-reflective), concrete gutters, concrete cross gutters, and drainage facilities, survey monuments and remove said covering and/for slurry seal coating after slurry sealing has been completed.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

302-4.8.1 Crack Sealing and Filling. Crack sealing shall be performed prior to the Slurry Seal application. Pavement cracks 1/4" wide and larger shall be sealed. Pavement cracks 1/8" to 1" wide shall be cleared of all loose particles of dust, dirt and laitance with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out as necessary to provide a reservoir for the sealer that will have a depth of l" to 1 1/2".

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. - *Add the following paragraphs:*

Asphalt concrete pavement structural sections equal to or greater than 3 inches (76 mm) in thickness shall be installed in two lifts. Base course aggregate material size shall be ¾ inch (19 mm) and cap course aggregate material size shall be ½ inch (13 mm). All pavement shall be placed over 4 inches of crushed aggregate base, unless compacted to 95% relative compaction.

All valves within project limits in the public right-of-way shall be raised to finish grade as a part of this work. The Contractor shall furnish and install new can or slip can materials as necessary. If new water valve lids are necessary, they shall be supplied by the Municipal Utilities and Engineering Department. All valve can lids within the project limits in the public right-of-way shall be painted the appropriate color for the utility they represent (ie. Water - Blue, Gas - Yellow, Fire – Red, etc.).

302-5.2 Timeline of Paving Operations.
All paving operations shall follow the timeline and requirements shown below unless otherwise approved by the City:

PAVING TIMELINE				
DESCRIPTION OF WORK	**TIME PERIOD**			
	WEEK 1 (DAY 1-7)	**WEEK 2 (DAY 8-14)**	**WEEK 3 (DAY 15-21)**	**WEEK 4 (DAY 22-28)**
PAVING (START TO FINISH) (1)				
CURE PERIOD (2)				
MANHOLE ADJUST TO GRADE (3)				
STRIPING & PAVEMENT MARKINGS (4)				
TRAFFIC LOOPS (5)				
NO PARKING SIGNS ALLOWED (6)				

Note: All time periods shown above are the maximum amount of allowable time for each activity. This timeline does not apply to the installation or repair of curb and gutter, ac dikes, sidewalks, cross gutters, curb ramps, driveway approaches or truncated domes.

(1) In no case shall any street segment remain unpaved longer than three calendar days if no other work activity is being performed on that street segment. Any deviation from the timeline shall result in a penalty assessment of $1,000 per calendar day.
(2) No work except cat tracking of proposed striping is allowed during this period; therefore "No Parking Signs" shall not be installed during this activity.

(3) Once each manhole is exposed, all associated work to adjust it to grade must be completed within 48 hours. This shall include all adjustments of manholes, vaults, valve cans, etc. as required by the Contract.
(4) All cat tracking and approval of proposed striping shall occur during the cure period.
(5) Traffic loops must be installed after the approval of striping layout and prior to the installation of thermoplastic striping and pavement markings.
(6) "No Parking Signs" shall be installed per Section 7-19 of these specifications.

302-5.4 Tack Coat. – *Delete and replace with the following:*
If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of High Performance Seal (HPS) No-Track Tack at an approximate rate of 0.05 gallon per square yard shall be uniformly applied upon the existing pavement preceding the placement of asphalt concrete. The surface shall be free of water, foreign material, or dust when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Engineer.

302-5.5 Distribution and Spreading. – *Add the following:*
Unless otherwise permitted by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widening, turnouts, left-turn pockets, and other such areas, shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes are changed, the top layer for the through lanes shall be paved first. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed or unless directed by the Engineer.

All screed extensions for paving machines shall be provided with a tamper, roller, or other suitable compacting devices.

Asphalt pavers shall be equipped with automatic screed controls and a sensing device or devices. Automatic grade and slope control shall be used for overlays.

All joints shall be sealed after rolling.

When placing asphalt concrete to the lines and grades noted in the plans or as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 ft. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 ft long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 ft. tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting the next day's work.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection 302-5.6.2 - Density and Smoothness, of the Standard Specifications, the paving operation shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. A drop-off of more than 0.15 ft will not be allowed at anytime between adjacent lanes open to public traffic.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 ft. nor less than 5 ft. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

302-5.6.1 General. - *Add the following paragraph:*
All asphalt concrete pavement abutting portland cement concrete gutters shall match and be flush with the gutter lip when finish rolling is complete.

302-5.6.2 – Density and Smoothness. *– Delete and replace with the following:*
The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The finished surface shall meet the following smoothness criteria:

- When a 12 foot long straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade,
- When a 12 foot long straightedge is laid on the finished surface perpendicular to the centerline of the roadway and extends from edge to edge of a traffic lane, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade.

If the top layer of pavement does not comply with the smoothness specifications shown, remove and replace the entire section or complete a grind and overlay of 1.5 inches or 3 times the aggregate size, whichever is greater. Grind and overlay will be considered as a repair method only when the thickness of the asphalt pavement section is greater than 1.5 inches following the required grinding. Corrected section shall be rectangular to the nearest pavement edge or lane line and to a crosswalk, concrete spandrel or other limits approved by the City. Do not begin corrective actions until the method and limit of correction is authorized by the City. If the tolerances cannot be achieved by the methods described above, the contractor must re-pave the street section, in kind, at their own expenses.

The compaction after rolling shall be a minimum of 91 percent and a maximum of 97 percent of the density obtained on samples compacted with the California Kneading Compactor per California Test 304. Cores will be taken randomly by the City for laboratory testing per California Test 308, Method A at a frequency of three per lot. A lot shall consist of a maximum of 3,000 square yards of asphalt concrete and will be identified in the field by the City. The cores will be averaged to determine the percent of maximum theoretical density, as determined by ASTM D-2041, per lot to the nearest tenth of a percent.

Reduced payment factors for percent of maximum theoretical density will be per the following table, and will be applied to the entire lot sampled.

Reduced Payment Factors for Percent of Maximum Theoretical Density

Asphalt Concrete percent of maximum theoretical density	Reduced payment factor	Asphalt Concrete percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

In addition to the reduced payment factors below, all costs associated with the testing of the lot which resulted in values outside of the 91-97 percent range, will be withheld from the final payment due to the Contractor.

Following completion of the testing by the City, the core locations within the asphalt pavement shall be repaired by the Contractor.

302-5.6.3 Tracking. All areas receiving asphalt pavement shall be protected from tracking onto adjacent areas. Do not allow traffic on new asphalt pavement until its mid-depth temperature is below 140º Fahrenheit to minimize the tracking.

A rock dust blotter coat per Section 302-9.7 or a sand coat at a rate of 1-2 pounds per square yard shall be applied to the compacted surface for all areas where tracking is a concern. The application of tracking prevention measures shall be determined by the Contractor.

A haul route for all paving operations shall be reviewed and approved by the City prior to the start of any construction activity. No deviations from the approved haul route shall occur unless approved in writing from the City.

All tracking onto adjacent streets, striping or pavement markings shall be the responsibility of the Contractor. All striping and pavement markings shall be removed and replaced in kind by sandblasting. All tracking onto roadway surfaces may require the use of a street sweeper to the satisfaction of the City.

302-5.7 Joints. – *Add the following:*
Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected. Longitudinal and transverse joints shall be tested with a 12' straightedge and shall be cut back as required to conform to the provisions in Subsection 302-5.6.2 Density and Smoothness for surface smoothness. Connections to existing surfacing shall be feathered to conform to the provisions for smoothness.

Longitudinal joints in the top layer shall correspond with the edges of proposed lane striping. Longitudinal joints in all other layers shall be offset not less than 0.5' alternately each side of the edges of traffic lanes.

All feathered joints shall be sealed after rolling.

302-5.9 Measurement and Payment. – *Add the following:*
Reduced payment factors per 302-5.6.2 will be applied to the Contract Unit Price for lots with a Maximum Theoretical Density less than 91.0 and greater than 97.0 percent.

302-5.10 Hot Asphalt Leveling Course. Areas to receive the Hot Asphalt Concrete Leveling Course shall be determined and defined by the project manager and inspector, and identified to the Contractor in the field. Mix for hot Asphalt Concrete Leveling Course shall be 1/2 inch aggregate, C2, as defined in Section 203-6.4.3.

Areas to receive hot asphalt concrete leveling course shall be areas located near or adjacent to existing curbs and/or gutters that are potholed, or have the lip of gutter higher than the adjacent roadway. Potholes, large cracks, or ruts shall be filled to the surrounding grade elevation and compacted. Hot Asphalt Concrete Leveling Course shall be completed prior to the placement of Type II Slurry Seal, ARAM or resurfacing.

Prior to placement of asphalt concrete, the surface shall be cleaned and all debris and deleterious materials shall be removed. A tack coat meeting the material and application requirements of Section 302-5.4 Tack Coat, shall be applied prior to placement of hot mix asphalt concrete.

302-5.11 Asphalt Pavement Crack Sealing and Filling. Crack sealing shall only be performed as a repair method for conventional hot mix asphalt pavement (HMA) and not installed at project locations which will have asphalt rubber hot mix (ARHM) used as the overlay material. Crack sealing shall be performed after milling of existing asphalt surface and prior to any leveling course, if necessary.

Right after milling of existing asphalt and before crack sealing or filling, Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least seven (7) calendar days prior to paving. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to paving. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for paving.

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1” wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General. - *Delete the first sentence of paragraph 1 and replace with the following:*
"Concrete bridges, culverts, catch basins, retaining walls, abutments, piers, footings, foundations, drainage inlets, head walls, end walls, wing walls, junction structures, transition structures, manholes, and other similar types of portland cement concrete structures shall be constructed to the lines and grades in conformity with the Plans and Specifications.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. - *Replace the last paragraph with the following:*
No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

The Contractor shall barricade and protect placed PCC from all damage, marks, mars, and/or graffiti. Any PCC damaged, defaced, discolored, or defective shall be replaced at the Contractor's expense.

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

303-5.1.2 Drainage Outlets Through Curb. - *Add the following paragraph*:
Coring shall be required for all drains through existing curbs.

303-5.1.3 Driveway Entrances. – *Replace the last paragraph with the following:*
Driveway approaches where required, shall be 150 mm (6") thick for single-family residential area, and 200 mm (8") thick for commercial driveway approaches.

303-5.1.4 Walk. The back of sidewalk shall be 2 inches from the street Right-of-Way line unless otherwise specified by the Engineer.

Included in the price of sidewalk construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

303-5.1.5 Access Ramps. Construction of curb ramps shall conform to the Type and Case appropriate for the condition, as specified on the plans and as shown within the 2012 Standard Plans for Public Works Construction, Plan 111-5. The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum slope indicated on the plans or Standard Plan 111-5. The maximum slope for the ramp shall not be exceeded unless otherwise approved in writing by the Engineer. The Contractor shall remove and replace access ramps deemed non-compliant with the plans or Standard Plan 111-5.

For proposed locations adjacent to a cross gutter spandrel, sawcuts along the radius of the curb will not be allowed. The spandrel shall be replaced from expansion joint to expansion joint to the extents of the curb removal. For proposed locations adjacent to curb and gutter, sawcuts along the flowline of the curb will not be allowed. The entire curb and gutter shall be replaced from expansion joint to expansion joint as required. Sawcuts at locations other than the expansion joint will not be allowed unless approved by the Engineer. Curb cuts of the existing curb will not be permitted for installation of proposed ramp. Any deviation from these requirements will result in rejection of all work at this location and shall not be included in progress payment requests until corrected, per direction from the Engineer.

The Contractor shall verify the extents of sawcut and removal for each access ramp taking into account the maximum slope and transition area required. It shall be the Contractor's responsibility to identify required removal limits, set concrete forms and verify maximum slopes are not exceeded. The Engineer shall be present to verify the concrete forms prior to the placement of the concrete at each location, however this does not alleviate the responsibility of the accuracy of forms or slopes of the access ramp from the Contractor.

Included in the price of access ramps are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished ramp surface, as a result of grade differentials from existing ground surface to proposed ramp surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Access Ramps shall have truncated domes installed in accordance with standard plans and specifications. Truncated domes on new access ramps shall be Armor-Tile, Cast in Place System, or approved equal. Truncated domes installed on existing surfaces shall be Safety Sted TD, or approved equal. Truncated dome panels shall be 36"x48", inline configuration, with a spacing of 2.35" on center, and Federal Yellow in color.

The access ramp work shall include all related adjustments of pull boxes, pull box covers, signs, and protection of any underground utilities within the work area. The removal and replacement of up to 5 linear feet of sidewalk on each side of the access ramp shall be included within the cost of the access ramp. The removal and replacement of the sidewalk will allow for transition from the top of ramp to adjacent sidewalk and will be utilized as necessary.

303-5.4.3 Weakened Plane Joints, (a) General. - *Add the following paragraph:*
All weakened plane joints shall be spaced at a maximum of 3.05 m (10') feet for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

303-5.5.2 Curb. - *Replace the first paragraph with the following:*
PCC for curb and gutter shall be placed within three working days from removal of the existing PCC curb and gutter. The curb and gutter surface shall not vary more than 3 mm (0.01') from a 3 m (10') straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 3 m (10') in length, and operated longitudinally over the surface of the concrete. Form clamps shall be constructed so as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1) hour, nor more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and face of the finished curb shall be true and straight, and top surface of curbs shall be of uniform width, free from humps, sags, blemishes, or other irregularities.

303-5.5.3 Walk. - *Add the following paragraphs:*
The sidewalk surface shall not vary more than 5 mm (0.02') from the 3m (10') straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 100 mm (4") thick, except at driveways where the sidewalks shall be a minimum of 150 mm (6") thick for single family residential areas and 200 mm (8") thick for all other areas.

303-5.6 Curing. - *Add the following paragraph:*
Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4 Concrete Curing Compound, of the Standard Specifications.

303-5.7 Repairs and Replacements. - *Add the following paragraphs:*
In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

303-5.8 Backfilling and Cleanup. - *Add the following paragraph:*
A minimum of 300mm (12”) wide full depth asphalt concrete pavement repair patch and an 450mm (18”) wide 1-1/2” deep grind outside of the trench width is required when cross gutter, spandrel, driveways, curb and gutter is placed adjacent to existing asphalt concrete pavement. The

asphalt concrete pavement repair patch shall be placed within two (2) working days after the cross gutters, spandrels, driveways, curb and gutter are replaced. The asphalt concrete pavement shall be sawcut. All work shall be in accordance with the General Permit Conditions and Trench Specifications, latest edition.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE.

304-3.4 Measurement and Payment. - *Delete paragraph 1 and replace with:*
Chain link fence will be measured along the horizontal projection line of the completed fence, deducting the widths of gates and openings.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL. - *Add the following paragraphs:*
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during all striping operations. Refer to Section 7-8.6.

Each storm drain catch basin or storm drain inlet box shall be marked "NO DUMPING - FLOWS TO CREEK." Two coats of paint are required. Stencil shall match City's stencil. Paint and painting shall comply with the specifications.

All street resurfacing work shall include installing fire hydrant pavement markers at all fire hydrant location, whether the pavement markers were existing or not. The pavement markers shall be Type I – Two-Way Blue Retroreflective per Section 214-6 of the Specifications and installed per City's detail drawing No. 102-0. All work associated with the installation of all new, or replacement of existing, fire hydrant pavement markers shall be included as noted within the specifications.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. – *Add the following paragraphs:*
During construction, if traffic legends or lane striping are removed or paved-over for any reason, they shall be replaced immediately with temporary traffic legends or lane striping as directed by the City, and the Contractor shall place permanent traffic legends or lane striping at the end of the job or on completion of final paving. When permanent items are placed, they shall be complete markings, legends, or striping i.e.: if limit lines are disturbed, they shall be replaced to centerline or from curb to curb, whichever was existing; if a letter in a word is removed or covered, the entire word shall be replaced; and lane striping shall extend 75 feet beyond construction limits. All replacement markings, legends, or striping required to be replaced beyond the contract limits shown shall be at the cost of the Contractor and shall meet City standards. If existing striping or legends are to be removed on existing surfaces, they shall be sandblasted. Painting over striping

or legends in lieu of removal will not be permitted. Pavement striping shall comply with the applicable provisions of Sections 214 and 314 of the Standard Specifications.

Where side streets with existing striping, markings and markers are encountered, striping, markings and markers shall be repainted and replaced for a minimum distance of 15 m (50 feet) from the crosswalk, stop bar or limit line.

314-4.2 Control of Alignment and Layout.

314-4.2.1 General. - Delete and replace with t*he following:*
The Contractor will be responsible for all layout of all striping. All striping, markings and markers shall be reinstalled in their existing locations unless otherwise shown on the plans. The Contractor shall be responsible to take appropriate measures and record the existing locations.

The Contractor shall verify all dimensions in the field prior to installation of pavement striping/marking layout (Cat-Track). Should field measurements differ from the plan, the Contractor shall immediately notify City staff. No Cat-Track marks shall be placed until discrepancies are resolved.

Cat-Track must be approved by City staff prior to the installation of permanent pavement striping/marking. Contractor shall notify City staff a minimum of 24 hours prior to installation of permanent pavement striping/marking to allow for inspection and approval. If approval of Cat-Track is not obtained by the Contractor, all work required to correct the striping/marking will be at the expense of the Contractor

Cat-Track marks shall be made in chalk. Paint for the purpose of Cat-Track is prohibited. If paint is used, the Contractor must remove the paint without damaging or visually deforming the pavement surface. If damage or visual deformity within the removal area occurs, in the opinion of City staff, the Contractor shall grind and overlay the entire segment with no additional compensation. The area of the grind and overlay shall be as required by City staff and shall be a minimum of 0.10’ thickness.

All visible Cat-Track markings after the installation of the permanent striping/marking shall be removed without damage or visual deformity to the pavement surface. Any damage or visual deformity to the pavement shall be remedied as noted above.

314-4.3.5 Application. - *Amend the first sentence in paragraph 8 as follows:*
“Glass beads shall be applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon).”

314-6 GREEN BIKE LANE. Green bike lanes shall be installed per plan and conform to the technical specifications included within the contract documents and shall be Streetbond CL or approved equal.

GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK

PART ONE – GENERAL

1.1 SEQUENCING OF WORK

The Contractor shall submit the construction schedule in accordance with Section 01321 of these specifications. The Contractor shall determine the order of work based upon the Areas identified on the plan set and incorporate these into the schedule.

The Contractor shall arrange the schedule of work, but it must adhere to the following restrictions:

1. Vehicular access to the alleys may be restricted for up to two weeks to complete all clearing, earthwork, concrete, and paving operations, with specific prior written approval from the City's Engineer, providing the Contractor gives the owner and/or resident at least forty-eight (48)-hour advance written and oral notice. No stockpiling of materials or equipment will be allowed. Alleys shall remain accessible during non-working hours to utility company vehicles at all times within two weeks duration.

2. Paving and related work must follow the timeline per Section 302-5.2 of the Specifications.

3. Citywide events calendar shall be considered with the schedule for construction. The events calendar will be provided at the pre-construction meeting. Updated events calendar will be provided during subsequent weekly construction meetings.

4. Construction around school zone shall be taken into consideration to avoid interference with the drop-off and pick-up times for each specific school.

5. Any construction activity other than paving shall be scheduled by the contractor in any sequence but shall be approved by the City.

6. Utilities project (sewer & water) and paving project may be under construction concurrently. Detailed construction activities and construction schedule will be provided during weekly construction meetings.

7. CIP Sewer Pipe Replacement project will be under construction concurrently. Therefore, Alleys 16–21 shall be paved at the end of the construction timeline.

1.2 UTILITY COORDINATION

During construction, if City owned utility facilities are damaged, contractor shall inform the City. City crew will respond within two hours and assess the condition, and perform any necessary remedial work as quickly as possible. No additional compensation will be granted to the contractor for any delay due to the damage and repair of the utility facility.

Other utilities not owned by the City, contractor should notify and coordinate with the utility owner.

END OF SECTION

SECTION 01112 DESCRIPTION OF WORK

PART ONE -- GENERAL

1.1 SUMMARY

A. The work to be done under this Contract includes the furnishing of project management, labor, materials, tools and equipment for the construction of the 2022 Alley Paving 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
General Notes, Construction Notes, and Details	2
Alley 1, 2 & 3 – Cajon St. to Culvert St. to York St.	3
Alley 4 & 5 – Monterey St. to Sta. 12+59 & Olive Ave. to Laurel Ave.	4
Alley 6 & 7 – Home Pl. to Alvarado St. to Eureka St.	5
Alley 8 & 9 – Home Pl. to Cypress Ave. & Cajon St. to Fern Ave.	6
Alley 10, 11, & 12 – San Mateo St. to Hasting St.	7
Alley 13 & 14 – 6th St. to 7th St. to High Ave.	8
Alley 15 – Karon St. to Texonia Park	9
Alley 16 & 17 – Pioneer Ave. to Dreka Ave. to San Bernardino Ave.	10
Alley 18 & 19 – Pioneer Ave. to Dreka Ave. to San Bernardino Ave.	11
Alley 20 & 21 – Pioneer Ave. to Dreka Ave. to San Bernardino Ave.	12
Alley 22 – Eureka St. to 15+29.50	13
Alley 23 – Eureka St. to 16+82.50	14

1.2 GENERAL SCOPE OF WORK

A. Work In This Contract: Work in this Contract includes all labor, materials and equipment necessary for construction of the 2022 Alley Paving Improvements Project as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of paving various alleys throughout the City. The scope of work also includes removal and replacement of driveways and sidewalks where necessary; protecting in place all existing utilities, trees, power poles, and public and private improvements; replacing destroyed survey monuments; constructing

concrete v-gutters; disposing of excess soil and rock material and restoring all areas and improvements to pre-construction conditions.

2. The Contractor shall, upon completion of the Alley Paving Improvements and appurtenances required herein, initially operate all components of the Contract Work furnished and installed by Contractor, and make any additional adjustments, corrections, repairs, replacements, and reconstructions necessary to provide the City with complete Alleys and appurtenances, including restoring all areas to pre-construction conditions.

END OF SECTION

SECTION 01200 MEASUREMENT AND PAYMENT

A. Work Listed in the Schedule of Work Items

1. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

2. A retention of five percent (5%) of the value of work completed will be withheld from progress payments. This retention amount will remain constant throughout the contract period, and will not be payable until the expiration of thirty-five (35) days after the recordation of the Notice of Completion.

B. Work Not Listed in the Schedule of Work Items

The General Conditions and items in the General Requirements, and Specifications which are not listed in the schedule of work items of the bid form are, in general, applicable to more than one listed work item, and no separate work item is provided therefore. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the bid form.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the bid form, include the cost for that work in some related bid item so that the proposal for the project reflects the total cost for completing the work in its entirety.

The Contractor may experience difficulty in excavation due to rock or unsuitable backfill material throughout the project locations. It shall be the Contractor's responsibility to identify these areas and account for difficulty in excavation, the need to export rock or unsuitable backfill material and the need to import suitable backfill material. There will not be additional contract time or additional compensation for any project locations where any of these circumstances occur.

C. Bid Items

1. Mobilization, Bid Item 1:

Payment for Mobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01721. The bid price shall include, but not limited to, preliminary construction schedule, bonds, insurance, installation and relocation of information signs, shop drawings, catalog submittals and shall constitute full compensation for all labor,

material, equipment and incidentals required. The bid price for mobilization shall not exceed 5 percent of the Bid Schedule total price.

2. SWPPP, Bid Item 2:

Payment for Storm Water Pollution Prevention Plan shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval, NPDES Permit and shall include all labor and incidentals noted within Section 01571.

Payment for the SWPPP shall be made based on the percentage of project completion to ensure compliance with all requirements. The completeness shall be determined by the Engineer and updated on progress payments.

3. Survey, Bid Item 3:

Payment for Survey shall be made at the contract lump sum price and shall constitute full compensation for research, construction surveying, construction staking, preparation and submittal of surveying cut sheets, tying existing control monuments that may be damaged or disturbed prior to construction, verifications of horizontal and vertical position of existing control monuments, recovery and reestablishment of damaged or disturbed control monuments after construction, preparation and submittal of corner records to applicable government agencies, and shall include all labor and incidentals noted within Section 01722.

Payment for the Survey shall be made based on the percentage of project completion to ensure compliance with all requirements throughout the duration of the contract. The completeness shall be determined by the Engineer and updated on progress payments.

4. Removal of all trash and debris, shrubs, bushes, tree stumps, pavement, and pavement grindings from right of way, Bid Item 4:

Item includes but is not limited to removal of all: trash, debris, shrubs, bushes, tree stumps, existing pavement and pavement grindings from right of way. Dust control and export to allow for installation of proposed improvements per the plans. This item includes asphalt grindings spread throughout the alley surface and shall only be paid when removal of all items have occurred, and the site is ready for installation of proposed improvements.

Payment for this item shall be made at the contract lump sum and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment for this item will be released. All must be complete and operable before any compensation will be released.

5. Construct 2.5” AC over 4” Aggregate Base, Bid Item 5:

Item includes but is not limited to 2.5” AC over 4” aggregate base as specified on the project plans and specifications; construction surveying, potholing existing utilities, construction staking, traffic control, dust control, grading, removal of all trash, organics and asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall also include all clearing and grubbing per Section 300-1 of the General

Conditions. Grading and shaping shall conform to Section 300, 301 and 302 of the General Conditions.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment for Construct 2.5" AC over 4" Aggregate Base will be released. All must be complete and operable before any compensation will be released.

6. Construct 2' Wide V-Gutter, Bid Item 6:

Item includes but is not limited to V-Gutter transition as specified on the project plans and specifications, construction surveying, construction staking, dust control, traffic control, grading, removal of all trash, organics and asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall also include all clearing and grubbing per Section 300-1 of the General Conditions. Grinding and shaping shall conform to Section 300, 301, and 302 of the General Conditions.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidents required. No partial payment for Construct 2' Wide V-Gutter will be released. All must be complete and operable before any compensation will be released.

7. Construct V-Gutter Transition, Bid Item 7:

Item includes but is not limited to V-gutter transition as specified on the project plans and specifications, construction surveying, construction staking, dust control, traffic control, grading, removal of all trash, organics and asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall also include all clearing and grubbing per Section 300-1 of the General Conditions. Grading and shaping shall conform to Section 300, 301 and 302 of the General Conditions.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment for V-Gutter transition will be released. All must be complete and operable before any compensation will be released.

8. Construct AC Driveway, 2.5" AC over 4" Aggregate Base, Bid Item 8:

Item includes but is not limited to 2.5" AC over 4" aggregate base as specified on the project plans and specifications; construction surveying, potholing existing utilities, construction staking, traffic control, dust control, grading, removal of all trash, organics and asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall also include all clearing and grubbing per Section 300-1 of the General Conditions. Grading and shaping shall conform to Section 300, 301 and 302 of the General Conditions.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment for Construct 2.5" AC over 4" Aggregate Base will be released. All must be complete and operable before any compensation will be released.

9. Adjust Manhole to Grade, Bid Item 9:

Item includes but is not limited to adjusting sewer manhole to the proposed finish grade of the alley, construction surveying, construction staking and field locating existing manhole.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required.

10. Construct Concrete Collar, Bid Items 10:

Item includes but is not limited to construction of concrete collar as specified on the project plans and specifications; construction surveying, potholing existing utilities, construction staking, traffic control, dust control, grading, removal of all trash, organics and asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall also include all clearing and grubbing per Section 300-1 of the General Conditions. Grading and shaping shall conform to Section 300, 301 and 302 of the General Conditions.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment for this item will be released. All must be complete and operable before any compensation will be released.

11. Construct 4" Thick PCC Pad, Bid Item 11:

Item includes but is not limited to construction of 4" Thick PCC Pad as specified on the project plans and specifications; construction surveying, potholing existing utilities, construction staking, traffic control, dust control, grading, removal of all trash, organics and concrete/asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall include all clearing and grubbing per Section 300-1 of the General Conditions. Grading and shaping shall conform to Section 300, 301, and 302 of the General Conditions.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, materials, equipment and incidentals required, with no additional compensation or work allowed. No partial payment for sidewalk removal and replacement will be released.

12. Remove and Replace Gutter per SPPWC Standard No. 120-2, Bid Item 12:

Item includes but is not limited to re-construction of existing but damaged, missing, and/or misaligned PCC gutter pan. The gutter pan shall be reconstructed per SPPWC Standard No. 120-2 and/or Standard No. 121-2 and shall join to the existing as specified on the project plans and specifications; construction surveying, potholing existing utilities, construction staking, traffic control, dust control, grading, removal of all trash, organics and asphalt grindings to prepare the surface for proposed improvements, compaction and export . The width of the gutter pan shall match the existing adjacent gutter pan. Item shall also include all clearing and grubbing per Section 300-1 of the General Conditions. Grading and shaping shall conform to Section 300, 301 and 302 of the General Conditions.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment for this item will be released. All must be complete and operable before any compensation will be released.

13. Construct Concrete Driveway, 6" Thick PCC (560-C-3250), Compact top 6" to 95% compaction, Bid Item 13:

Item includes but is not limited to the re-construction of existing concrete driveway approach. Driveway approach shall be re-constructed per SPPWC Standard No. 110-2 and the City of Redlands and shall join to existing as specified on the project plans and specifications; construction surveying, potholing existing utilities, construction staking, traffic control, dust control, grading, removal of all trash, organics and asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall also include all clearing and grubbing per Section 300-1 of the General Conditions. Grading and shaping shall conform to Sections 300, 301 and 302 of the General Conditions.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment for this item will be released. All must be complete and operable before any compensation will be released.

14. Gravel Back Fill for Vehicle Access, Bid Item 14:

Item includes but is not limited to gravel back fill for vehicle access as specified on the project plans and specifications; construction surveying, potholing existing utilities, construction staking, traffic control, dust control, grading, removal of all trash, organics and asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall also include all clearing and grubbing per Section 300-1 of the General Conditions. Grading and shaping shall conform to Section 300, 301 and 302 of the General Conditions.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment for this item will be released. All must be complete and operable before any compensation will be released.

15. Construct 8" PCC Curb per SPPWC Standard No. 120-2 , Bid Item 15:

Item includes but is not limited to the construction of 8" PCC (560-C-3250) curb as specified on the project plans and specifications; construction surveying, potholing existing utilities, construction staking, traffic control, dust control, grading, removal of all trash, organics and asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall also include all clearing and grubbing per Section 300-1 of the General Conditions. Grading and shaping shall conform to Section 300, 301 and 302 of the General Conditions.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial

payment for this item will be released. All must be complete and operable before any compensation will be released.

16. Construct New Catch Basin per SPWWC Standard No. 304-3, Bid Item 16:

Payment for storm drain structures shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

The price shall include, but not limited to trenching, bedding, backfilling, compacting, and restoring all areas to pre-existing conditions.

17. Construct New 8" SDR35 PVC Storm Drain Line. Contractor to replace vegetation, soil, and pavement. Minimum Slope 0.5%. Contractor to Verify Invert Elevation, Bid Item 17:

Payment for New 8" SDR35 PVC Storm Drain Line shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

The price shall include, but not be limited to all necessary trench protection (shoring, bracing, sloping, etc.), pavement saw cutting and removal, trenching, disposal of excavated native soil, clearing and disposal of shrubbery or vegetation, bedding and backfilling, placing and compacting crushed aggregate base layer to required compaction, warning tape, compacting, assisting with compaction testing, placing and removing temporary asphalt concrete, installation of base and finish paving per trench repair detail, protecting in place or removing and replacing all existing utilities and public and private improvements, restoring all areas to pre-existing conditions.

18. Construct New Parkway Drain per SPPWC Standard No. 151-2 , Bid Item 18:

Payment for New Parkway Drain per SPPWC Standard No. 151-2 shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

The price shall include, but not be limited to all necessary trench protection (shoring, bracing, sloping, etc.), pavement saw cutting and removal, trenching, disposal of excavated native soil, clearing and disposal of shrubbery or vegetation, bedding and backfilling, placing and compacting crushed aggregate base layer to required compaction, warning tape, compacting, assisting with compaction testing, placing and removing temporary asphalt concrete, installation of base and finish paving per trench repair detail, protecting in place or removing and replacing all existing utilities and public and private improvements, restoring all areas to pre-existing conditions.

19. Remove and Replace 6" Thick PCC Sidewalk (560-C-3250), Compact Top 6" to 95% Compaction, Bid Item 19:

Item includes but is not limited to the removal and replacement of 6" thick PCC (560-C-3250) sidewalk, compact top 6" to 95% compaction as specified on the project plans and specifications. Item includes but is not limited to erosion control, sawcutting, removal of varying thickness sidewalk, earthwork and compaction as required for the construction of new 6" thick concrete sidewalk. Sidewalk shall match the existing width and appearance of adjacent areas, as score lines and finish. Item also includes all necessary dust control, clearing, grubbing, grading, irrigation repair, information signs, survey monument preservation, and removals such as removal of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required, with no additional compensation or work allowed. No partial payment for sidewalk removal and replacement will be released.

20. Demobilization, Bid Item 20:

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.

21. Unforeseen work not covered within all other bid items, Bid Item 21:

Payment for the unforeseen work not covered within all other bid items shall be made at the contract price per lump sum (LS) and shall constitute full compensation for all labor, materials, equipment, and incidentals required. Unforeseen work must be approved by the City staff before doing any work and pay estimate shall be negotiated based on unit price already established with the bid proposal for this project. Any required work that is outside of the proposed bid unit cost, shall be performed based on the Time and Material (T&M) basis and T&M cost shall be negotiated and approved by the City staff prior to performing the work. Unforeseen work will be paid in each billing cycle with a percentage of the lump sum cost included in the bid. This item may not be spent entirely.

END OF SECTION

SECTION 01251 CHANGE ORDER REQUESTS

1.1 GENERAL

A. All quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in EXTRA WORK of the GENERAL CONDITIONS shall be submitted to the ENGINEER, in writing, on the Change Order Request (COR) Cover Sheet and the Change Order Cost Summary Form, both attached, and in conformance with the requirements of Section 01254 CHANGE ORDERS. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the ENGINEER. The CONTRACTOR shall submit its written cost quotation and Time Impact Analysis not later than fifteen (15) days after being requested to provide such quotation, unless the ENGINEER allows more time. Delays in submitting quotations beyond the fifteen (15) days set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the project, shall not be cause for a claim or a time extension under the Contract.

B. The ENGINEER'S request for quotation on a preliminary change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the ENGINEER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

END OF SECTION

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CHANGE ORDER REQUEST (COR)

Project Name:		**COR Number:**	
Project Number:		**Date of Request:**	
Requested By:			

Change Name:	

Description of Change (Required):

Reason for Change (Required):

Location of Change (Required): List all locations if various locations are included in this Request

Additional Days Requested Due to Change (If Applicable):

Total Net Change in Cost: **Note:** Attach all supporting documents for cost justification	$ 0.00

Requestor:

Signature: _____

Title: _____ **Date:** _____

Change Order Cost Summary

Project Name :

Change Order Request No. :

Date :

		Direct Labor	Direct Materials	Direct Equipment		Totals
(1):	Lump Sum Work by Prime Contractor	$0.00	$0.00	$0.00		
(2):	"T&M" Work by Prime Contractor	$0.00	$0.00	$0.00		
(3):	Subtotal - Direct Work (Prime Contractor)	$0.00	$0.00	$0.00		
(4):	All Lump Sum Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(5):	All "T&M" Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(6):	Subtotal - Direct Work (all subcontractors)	$0.00	$0.00	$0.00		$0.00
					Add each of the three columns across and enter to the right.	
(3)+(6)=(7):	Total - Direct Costs	$0.00	$0.00	$0.00		$0.00
(8):	Markup	(20% of direct labor) $0.00	(15% of direct mat'l) $0.00	(15% of direct equip) $0.00		$0.00
(9):	Prime Contractor Markup for subcontractors				10% of line (6) direct sub work up to $5,000 plus 5% of line (6) direct sub work over $5,000	
(10):	Bonds & Insurance				1% of line (7) all direct work	$0.00
(11):	Additional amount permitted by Contract					
(12):	**GRAND TOTAL**				Add sums of lines) (7), (8), (9), (10) and (11)	**$0.00**

SECTION 01254 CHANGE ORDERS

PART ONE -- GENERAL

1.1 REQUIREMENTS

Payment to the Contractor, or credit to the City, for any change, addition, deletion or extra to the Work, or settlement of any Claim, covered by any Change Order, shall be determined by the methods set forth herein. The Engineer may change the Plans and Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and the City, which shall be executed by a Change Order.

Unless otherwise stipulated, "Unit Prices" include all costs necessary to furnish, install and complete the Work. The "Unit Prices" include all direct costs for labor, equipment and materials, all insurance and bond costs, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but is not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax.

A. Unit Prices

Unit prices stipulated in the Bid or itemized in the approved Schedule of Values shall be utilized, where they are applicable and determined reasonable by the Engineer. In the event that the Change Order results in a change in the original quantity of more than twenty-five percent (25%), either increase or decrease, then either the Engineer or the Contractor may request a review of the unit price to determine if a new unit price shall be mutually determined by negotiation. Any new unit price mutually determined under this Subsection shall only apply to the units in excess of one hundred twenty five percent (125%) of the original quantity for overruns. In case of underruns, the unit price stipulated in the Bid shall be applied to the first twenty-five percent (25%) of the actual quantity of work performed and the new mutually determined price shall be applied to the quantity between twenty-five percent (25%) and seventy-five percent (75%) of the original quantity.

Renegotiated unit prices or unit prices for new items added to the Contract by Change Order shall be determined in accordance with Subsections B through G. Whether stipulated in the Bid, itemized in the approved Schedule of Values or renegotiated, the unit prices used for payment constitute the total adjustment with no further costs owed for overhead, impact, profit, delay or impact to unchanged portions of the Contract, or any other reason. The unit price shall be full and final compensation as described in Subsection D.

The cost proposals for renegotiated unit prices shall be presented in accordance with the provisions of Subsections B through G. Should any Bid Item be deleted in its entirety, the amount bid for that bid item shall be subtracted from the total Contract amount. The Contractor shall be paid only for the actual cost incurred prior to the notification of such deletion for that Bid Item.

B. Lump Sum

The Engineer and the Contractor may mutually determine a total sum for the Extra Work. The Contractor shall summarize the total cost and furnish a breakdown of the proposed lump sum costs satisfactory to the Engineer in accordance with Subsections B through G. Such lump sum costs shall be full and final compensation as described in Subsection D. The Contractor's quotation shall conform to the requirements of Section 01251- Change Order Requests, and be submitted in the Change Order Cost Summary Form provided (see Attachment 01251-A1). The Change Order Cost Summary Form cannot be used to nullify or supercede any specification or contractual provision.

If the method or amount of payment cannot be agreed prior to performing the Extra Work, the Engineer may unilaterally issue a Change Order in the amount determined reasonable by the Engineer for the Extra Work and direct the Contractor to proceed immediately. The Engineer also has the option to issue a Change Order directing the Work be done on a Time and Materials basis with the Contractor providing all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. Estimates for lump sum quotations and accounting for Time and Materials work shall be limited to direct expenditures necessitated specifically by the subject Extra Work, and shall be segregated as follows:

1. Labor, up to and including working general foremen, who are directly assigned to the Extra Work. Employees identified as superintendents or non-working general foremen shall not be charged as labor on Extra Work. The labor costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance or any other insurance costs). A detailed

breakdown of those subcomponents of labor costs, by all crafts shall be submitted to the Engineer, by the Contractor and all Subcontractors, for approval, as part of the documentation of labor costs, within ten (10) working days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the Engineer.

The labor cost is not allowed to be increased by using labor classifications with paygrades higher than necessary to accomplish the Work.

2. Materials: The cost of materials used in performing the Extra Work will be the cost, including sales tax and freight, to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:

   a. Cash or trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by the Contractor.

   b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Supplier markup, except for actual costs incurred in the handling of such materials, will not be allowed.

   c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the Jobsite, whichever price is lower.

   d. If, in the opinion of the Engineer, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the Jobsite less cash or trade discount. The City reserves the right to furnish materials for the Work and no claim shall be made by the Contractor for costs and profit on such materials.

   e. For the purposes of this Section, a "Supplier" is defined as any person or persons, firm or business, who supplies materials of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the Contractor, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.

3. Equipment Costs, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of $500. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform work on the Extra Work described in the Change Order and the Contractor can demonstrate that the changed work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in Subsection G.

4. Small tools, equipment, consumables and incidental costs: No separate payment will be made for the use of small tools or equipment with a replacement value of $500 or less. This applies to tools and equipment owned by the Contractor or its subcontractors of any tier. Also, no separate payment will be made for fuel, lubricants, tool or equipment repairs, tool or equipment maintenance, consumables, drinking water, sanitary facilities or other incidentals. These costs are already included as a part of Markup.

5. Subcontractor Costs, including their overhead and profit, provided that such costs are direct costs to the Contractor for performing the Extra Work as set forth in Subsections B through G.

C. Time and Materials Work

The costs of all Changed/Extra Work submitted under the Time and Materials (T&M) method shall be formulated in accordance with the provisions of Subsections B through I.

Unless otherwise stipulated on the Change Order, the "Not-to-Exceed" amount for all T&M Change Orders is $10000. The Contractor is responsible for tracking costs and for notifying the Engineer in writing when costs approach 50% and 75% of the "Not-to-Exceed" amount. In addition, if the Changed/Extra Work cannot be completed within the "Not-to-Exceed" limit, the Contractor shall notify the Engineer in writing, and in a timely manner, that the limit requires an increase. The City will only reimburse eligible costs up to the "Not-to-Exceed" amount.

The Contractor shall notify the Inspector at the beginning of each day when Changed/Extra Work is being performed. The Contractor shall notify the Inspector of the Changed/Extra Work being performed and describe the personnel involved, whether by Contractor forces or by its subcontractors at any tier. Failure to notify the Inspector prior to the start of Changed/Extra Work serves as the Contractor's waiver to claim for compensation on that day.

For each working day, the Contractor shall submit a "Daily Extra Work Report" (DEWR) to the Inspector. The "Daily Extra Work Report" shall summarize labor,

equipment and materials supplied. The Inspector will only consider Forms that are properly completed as described below.

1. Separate forms must be used for labor and for equipment/materials.

2. Labor, equipment, material or expenditures that are not included on The DEWR are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of the Contractor to include any and all items of labor, equipment, or material for which it requests compensation for each day's work completed.

3. Information required on the Labor form shall include name of personnel, personnel classification, and only the number of hours worked on Changed/Extra work for the day being reported. Since the overhead allowance already includes all necessary supervision, any hours for additional supervision or non-working foremen are ineligible for additional payment. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by a Union Labor Agreement or otherwise approved by the Inspector. The general foreman rate is eligible for payment only during the time that a general foreman was required for the Changed/Extra Work.

4. Information required on the Equipment/Material shall include Contractor-owned equipment and/or tools, and rented equipment or tools for which compensation is requested. Information shall include the type of equipment, size of equipment, equipment identification number, appurtenances, and only the number of hours worked on the Changed/Extra work.

5. The only allowable materials are materials delivered to the job site and/or incorporated only into the Changed/Extra work. The allowable materials shall be listed on the T&M sheet for the day that they are delivered to the job site and/or incorporated into the Changed/Extra work.

6. Delivery ticket(s) and/or bill(s) of lading for rental equipment and/or tools delivered to the site and/or material incorporated into the work for the day being reported must be attached with the T&M sheet for that day. No payment will be allowed for materials and/or rented equipment unless receipt(s) or bill(s) of lading is attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to the Inspector, the City may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the work was being performed.

7. Failure to submit the required "Daily Extra Work Report of Time and Material Work" by the close of the next working day shall waive all rights for that day unless otherwise approved by the Inspector. Work that cannot be substantiated by a "Daily Report", approved and signed by the Inspector, is ineligible for payment.

8. The Contractor is responsible for preparing the "Daily Extra Work Report" for work by its Subcontractors and submitting the Forms to the Inspector on time.

9. The Contractor must have each "Daily Extra Work Report" verified by the Inspector. After the "Daily Extra Work Report" is approved by the Inspector, both the Contractor and Inspector sign the report. The original "Daily Extra Work Report" is retained by the Inspector with a copy provided to the Contractor.

10. When the "Daily Extra Work Report" is signed by the Inspector and the Contractor, it is binding on the Contractor and its Subcontractors.

11. When agreed to by the Inspector, the Contractor may submit a supplemental "Daily Extra Work Report" for labor, materials, or equipment for which the Contractor requests compensation but failed to list on the original daily report.

    a. These supplemental forms shall be marked "SUPPLEMENTAL".

    b. Unless otherwise approved by the Inspector, the supplemental forms may only be submitted for approval up to two (2) working days following the date when the work was performed.

No payment will be allowed for labor, materials, or equipment included on T&M sheets not signed by the Contractor and the Inspector. Payment will not be allowed for labor, materials, or equipment included on T&M sheets signed by anyone other than the Inspector or the Inspector's immediate supervisor.

D. General

It is the intent of the City to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph shall be made a part of all Change Orders, whether included or not on the actual change order:

> "The compensation (time and cost) set forth in a Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all Subcontractors, and all

Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of himself, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the Contractor can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the Contractor, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole. The Contractor shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work has been or will be extended beyond the current Contract completion date. A Time Impact Analysis is a scheduling procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a

Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to past or current delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated project schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the Contractor, until all available float, slack, or contingency time on the project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.

The cost summary, cost breakdowns and requests for cost reimbursement submitted by the Contractor (for delay, disruption, hindrance and interference associated with the changes, additions, deletions or extras) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual, change, addition, deletion, extra and (on an event-by-event basis) each individual delay or disruption event. Such cost summaries, breakdowns or requests shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the Contractor's additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect (i) the actual costs incurred or saved for each individual item of Extra Work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and, (ii) on an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.

Except as provided in Section 6-6 of the General Conditions, Contractor shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).

Contractor waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the Contractor acknowledges and agrees are within the reasonable contemplation of the parties: (i) changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope,

number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) the issuance and performance of changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) changes due to Differing Site Conditions; (iv) suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of City or in the interests of the Project; (v) delay or disruption to the Work due to failure of the City, Engineer or Inspector to timely perform any contractual obligation.

E. Markups – Overhead and Profit

1. In addition to the direct expenditures specified for labor, materials and equipment in Subsection B, a lump sum will be paid for all overhead and profit, including: All insurance costs other than specifically mentioned in this Section, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but are not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax. Such lump sum shall conform to the following schedule of percentages of the total amount of direct expenditures of the Contractor and subcontractors.

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Direct Labor	20%
2) Direct Materials	15%
3) Direct Equipment	15%

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

2. Bonds and Insurance

An additional allowance of one percent (1%) of all direct costs (less markup) is allowed.

3. Add/ Deduct Changes

The overhead rates determined above shall be applied to all additive Change Orders, except those utilizing as-bid Unit Prices listed in the Bid Proposal.

Any change in the Work involving both extras and credits shall show a net total cost, including subcontracts. Allowances for overhead and profit to the net total cost, as specified herein above, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was signed.

4. When all or any part of the extra work is performed by a Subcontractor, the markup established in subsection 1.1.E.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

F. City Furnished Materials, Equipment and Services

The Engineer reserves the right to furnish materials, equipment and services deemed expedient for use on the Changed/Extra Work. The Contractor shall have no claim for profit or overhead on the cost of such materials, equipment and services.

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Caltrans Labor Surcharge and Equipment Rental Rates (Caltrans LS&ERR). For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates established by Subsection G.2. The most recent published edition in effect at the commencement of actual equipment use shall be used.

The rates paid for any rented or leased equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the equipment or tools.

It is the responsibility of the Contractor to include any appurtenances added to equipment which would increase the basic rate for said equipment (i.e., hoe-ram, oversize bucket, and etcetera) as established in the acceptable rental rate guide. All equipment and/ or tools shall be acceptable to the Inspector, in good working condition, suitable for the purpose for which it is to be used, and necessary to complete the Changed/Extra Work. Payment will be based on the manner in which the equipment was actually powered, operated and modified per the equipment manufacturer's recommendations.

1. Rented or Leased Equipment

For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the Contractor shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Caltrans LS&ERR. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a Contractor of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the Contractor. In no event shall the leased equipment rate billed to the City be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

a. When in Use:

Actual equipment use time documented by the Inspector shall be the basis that the equipment was utilized on the changed work and paid for under the Change Order. In addition to the lease or rental rate, equipment-operating costs shall not exceed the estimated hourly operating rate as set forth in the Caltrans LS&ERR. The hours of operation shall be based upon actual equipment usage on the changed work as recorded by the Inspector. For multiple shift work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

b. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed work. Equipment operating costs due to idle time, documented by the Inspector, shall be paid at the rate determined in "G" (1) above. Idle time shall include a reasonable time allowance to and from the project site.

Payment for equipment or tools shall be limited to hours actually worked on the Changed/Extra Work if the equipment or tool is already on site for Work under the original Contract. No "standby" time will be paid for equipment already on site for Work under the original Contract.

If equipment or tools are used intermittently and, when not in use, could be returned to the rental source at less expense than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the City.

2. Owned and Other Equipment

Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the work is performed. (The Caltrans equipment rental rates are available on the internet at http://www.dot.ca.gov/hq/construc/equipmnt.html.) If the equipment is not listed in Caltrans LS&ERR, then the Rental Rate Blue Book shall be used. When using the Blue Book, the hourly rate for any period less than 7 days shall be the weekly rate divided by 40, plus the Operating Cost. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Blue Book will be paid for each hour the equipment actually performs the Extra Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each work day (or work shift if the Work is being performed in multiple work shift sequence) by the Inspector shall be the record upon which actual equipment use shall be based. For multiple shift work sequences, the Caltrans overtime factor shall be applied (When using the Blue Book one-half the Non-Operating Cost will be deducted for second and third shifts. The Non-Operating Costs are the Blue Book monthly or weekly/40 rates, as applicable.). It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

a. When Idle:

Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed work, shall be paid per the table in Caltrans Standard Specifications Section 9-1.03A(3b), provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City. Idle equipment time will only be paid as a function of delays specifically directed or caused by the City's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed, for second or third shifts. It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

3. Equipment Haulage and Set Up Costs

Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in Subsection B.3.

4. Other Equipment Cost Guides

In the event that a piece of equipment used on a Change Order is not listed in Caltrans or the Blue Book, costs may be derived from the Associated General Contractor's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the Work under this Contract.

H. Records

At any time should the Contractor deviate substantially from the schedule, method and sequence of operation, equipment, cost or pricing data furnished by the Contractor and agreed to by the City in connection with the Change Order or should the City determine that any price negotiated in connection with the Change Order is defective due to such deviation or the fault of the Contractor, the City reserves the right to reduce the Change Order cost and reissue the Change Order at the amount in which the City determines to be the actual costs to complete the change.

Whenever any material or process is indicated or specified by patent or a proprietary name, or by name of a manufacturer in the Change Order, such direction shall not relieve the Contractor's responsibility or obligation to perform

work in accordance with the contract requirements. The Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences and procedures, coordination of all portions of the contract and Change Order work.

The Contractor shall on a weekly basis submit an approximate accounting of the amount expended on the Time and Materials work to date and an estimate of the Impact to the time of performance of work.

I. Partial Payments for Time and Materials Work.

Progress payments for Time and Materials work shall only be made if the anticipated cost of the changed work is in excess of $50,000 and/or the time to perform the changed work will exceed two (2) months duration. To receive payments for Time and Materials work, the Contractor shall submit to the Engineer an invoice of the daily reports which were verified by the Inspector, with details and documents, verifying the Contractor's and Subcontractor's actual costs incurred for the Time and Materials work as set forth in Subsections B through H. Costs shall be submitted within thirty (30) calendar days after the T&M work has been satisfactorily completed unless an extension of time for submittal is authorized in writing by the Inspector.

END OF SECTION

SECTION 01298 SCHEDULE OF VALUES

1.1 GENERAL

A. The Schedule of Values shall be used as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum. Prior to submitting an invoice for payment, the CONTRACTOR shall have submitted a detailed Schedule of Values and obtained approval from the ENGINEER.

B. Each lump sum bid item on the Schedule of Work and Prices, as set forth in the Bid must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the contract documents for that item. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item. The breakdown shall include subcontract amounts which shall not deviate from the amounts submitted in the Bid Proposal. The CONTRACTOR shall provide certification from the Subcontractors certifying the subcontract amounts.

C. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete and curing. The cost for pipeline construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. The Contract Price breakdown shall include the itemized costs for the plant establishment and any maintenance services to be performed before the final project acceptance is made. No non-construction activity shall be cost loaded.

D. The CONTRACTOR shall use cost loaded construction activities from the Construction Schedule as a Schedule of Values. Each construction activity shall be encoded to its bid item and a sort provided for each bid item totaling the cost loaded amount. The total of the Cost Loaded amounts for each bid item shall equal the amount bid for that item. The total of the Schedule of Values shall equal the current Contract value at all times. At any time during the progress of the Work of the Contract the INSPECTOR reserves the right to review the cost loading of the Schedules of Values and direct necessary revisions. When requested by the INSPECTOR, the CONTRACTOR shall provide all information necessary to substantiate the cost loading.

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

E. Attached are samples of the Schedule of Values. The City will provide project specific Schedule of Values for the CONTRACTOR to use throughout the project at the Preconstruction Meeting. The Schedule of Values must be used by the CONTRATRACTOR at the time of each progress payment.

END OF SECTION

Project Name

Contractor Name
Address
Address
Phone :

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:
INVOICE DATE:
INVOICE NO.

BID ITEM/DESCRIPTION OF WORK FOR BID ITEM		QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone:

BID ITEM/ DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
					QTY	$ VALUE	QTY	$VALUE		
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
TOTALS				$0.00		$0.00		$0.00		$0.00

SUMMARY OF CHANGE ORDERS	QTY	UNIT	UNIT BID PRICE	QTY	$ VALUE	QTY	$ VALUE	TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
CHANGE ORDER NO. 1	1	LS						0.0	$0.00
CHANGE ORDER NO. 2	1	LS						0.0	$0.00
CHANGE ORDER NO. 3	1	LS						0.0	$0.00
CHANGE ORDER NO. 4	1	LS						0.0	$0.00
CHANGE ORDER NO. 5	1	LS						0.0	$0.00
CHANGE ORDER NO. 6	1	LS						0.0	$0.00
CHANGE ORDER NO. 7	1	LS						0.0	$0.00
CHANGE ORDER NO. 8	1	LS						0.0	$0.00
CHANGE ORDER NO. 9	1	LS						0.0	$0.00
CHANGE ORDER NO. 10	1	LS						0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
CHANGE ORDERS TOTAL			$0.00				$0.00		$0.00

		VALUE OF WORK COMPLETED TO DATE	$0.00
ORIGINAL CONTRACT PRICE	$0.00	AMOUNT DUE THIS PERIOD INCL RETENTION	$0.00
TOTAL AMOUNT OF CHANGE ORDERS	$0.00	LESS 5% RETENTION	$0.00
ESTIMATED TOTAL CONTRACT PRICE TO DATE	**$0.00**	**AMOUNT DUE THIS PERIOD**	**$0.00**

SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY

1.1 GENERAL

A. Required**:** Provide photographs taken at the Jobsite at the specified stages of Contracted Work in accordance with provisions of this Section.

1. The Contractor shall provide the City with photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc).

2. Take first photographs just before CONTRACTOR starts any work operations at the Jobsite.

3. Take final photographs when all Contracted Work has been completed, regardless of time interval since previous photographs were taken.

1.2 SUBMITTALS

Except as otherwise directed by the ENGINEER, submit all photographs electronically on a CD/DVD organized by phase of construction and location.

1.3 QUALITY ASSURANCE

Photographs and prints to be of professional quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.

END OF SECTION

SECTION 01323 CONSTRUCTION STATUS REPORTS

1.1 REQUIREMENTS

A. Daily Status Report

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, unusual occurrences and etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the City and shall be submitted to the Project Manager at the conclusion of each work week.

The Contractor shall also have workers on the project sign in and out each day on the City of Redlands Daily Sign In Sheet which shall state the name, times in and out and the work performed by each worker on the project each day. The completed Daily Sign In Sheets shall be submitted to the City of Redlands Project Manager at the end of each work week. Failure to submit daily reports and daily sign in sheets to the Project Manager on a weekly basis will result in a possible and temporary suspension of work until reports are submitted.

B. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

C. 3 Week Look Ahead Schedule

During the construction phase of the Work, the CONTRACTOR shall submit 3 Week Look Ahead reports to the ENGINEER at the weekly progress meetings or as directed by the ENGINEER. The report shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

D. Miscellaneous Submittals

CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit original copies to the ENGINEER at weekly intervals for approval:

1. List of Subcontractors and Sub-Subcontractors at the site**,** types of works and job location.

2. Count of CONTRACTOR’S personnel at the site**,** name, type of work, hours completed and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

END OF SECTION

SECTION 01330 SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, including required submittals by all Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, two (2) hard copies and one electronic (PDF) copy of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER at a time sufficiently early to allow review of same by the ENGINEER and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

C. All design or shop drawings or other submittals shall be accompanied by a transmittal form for each submittal. Any submittal not accompanied by such a form may be returned, at the ENGINEER'S discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

F. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within twenty (20) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal

item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:

1. If a submittal is returned to the Contractor marked "NO EXCEPTIONS," formal revision and resubmission of said submittal will not be required.

2. If a submittal is returned to the Contractor marked "EXCEPTIONS NOTED," formal revision and resubmission of said submittal will not be required, unless specifically requested.

3. If a submittal is returned to the Contractor marked "RETURNED FOR CORRECTION," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

4. If a submittal is returned to the Contractor marked "NOT ACCEPTABLE," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED“. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.

H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR’S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the

CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.

J. The ENGINEER'S review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

K. CONTRACTOR'S Coordination:

1. ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the ENGINEER unless specifically called for in the Contract Documents.

3. ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER.

4. ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information is received by the Consultant or ENGINEER.

L. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

1. Schedule of Values for all Lump Sum items within the Proposal.

2. Construction Schedule and Notification to ENGINEER of completion of each milestone or percentage increment of the Work as required.

3. Submittal Schedule

4. Daily Construction Reports

5. Shop Drawings and Structural Calculations.

6. Manufacturer's Data and Specifications.

7. Samples

8. Templates

9. Certificate of Compliance

10. Construction Photographs

11. Substitutions

12. Record Drawings and Record Project Manual

13. Operation & Maintenance Manuals

14. Stock Materials, Spare parts, tools

15. Material Testing Results

16. Maintenance Logs and Maintenance Schedule.

M. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the ENGINEER.

1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which include fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

N. Coordination and Submittals:

1. Carefully review and coordinate all aspects of each item being submitted.

2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

5. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

6. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the ENGINEER copies of the approved plans or drawings for review.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name of the Project

2. Date of the Submittal

3. Name and address of Consultant

4. Name and address of the CONTRACTOR

5. Name and address of the Subcontractor(s)

6. Name and address of the Supplier

7. Name and address of the Manufacturer

8. Reference to Specification Section Number and Title

9. Reference to Drawing Sheet Number and detail(s)

10. Submittal Number

11. Priority Number and expected return date.

END OF SECTION

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THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

SUBMITTAL COVER SHEET

Project Name:		**Submittal Number:**	
Project Number:		**Date of Submittal:**	
Submitted By:			

Submittal Title:	

Priority Type (Select One):	☐ Low	☐ Normal	☐ High

Submittal Type (Select One):	☐ Pre-Construction	☐ Post-Construction

Category (Select One):	
☐ Product Data	☐ Close-Out
☐ Shop Drawing	☐ Warranty
☐ Mock Up	☐ Test Report
☐ Sample	☐ Operation / Maintenance Manual
☐ Certification	☐ MSDS – Material Safety Data Sheets
☐ As-Built	

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REQUEST FOR INFORMATION (RFI)

Project Name:		**RFI Number:**	
Project Number:		**Date of RFI:**	
Submitted By:			

RFI Title:	

Work Impact? (Select One):	☐ No	☐ Unknown
	☐ Yes – Work Impeded	☐ Yes – Work Stopped

Question:

Proposed Solution (Optional):

Requestor:

Signature: _____

Title: _____ **Date:** _____

SECTION 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 01581 CONSTRUCTION INFORMATION SIGNS

1.1 THE REQUIREMENT

The City shall provide the Contractor with all required construction information signs for the project. The signs shall be installed at the locations noted in the plans, if included, or as otherwise directed by the Engineer. If the project consists of numerous sites, the construction information signs shall be relocated to each site as work progresses. The construction signs shall be installed the same day work commences on any construction site. If the sign is not installed prior to construction work beginning at a subsequent site, the City will install the information signs at the Contractor's expense.

The installation of each sign shall be the responsibility of the contractor to include mounting posts, hardware and any related incidentals to ensure the sign is placed in a safe and secure manner. For any sign required for multiple site projects, where the sign is frequently relocated and not anticipated to be installed in the ground on posts, the Contractor shall provide a Type III barricade for mounting. The contractor shall obtain approval from the Engineer following installation of the construction information sign. If the signs are installed in the ground with posts, proper vertical clearance shall be provided. The minimum vertical clearance shall be six feet within a parkway area and seven feet within the sidewalk.

The construction information sign shall remain visible at all times. The contractor shall replace stolen signs at their expense and maintain the signs, ensuring all graffiti, soil, paint, etc. is removed from the sign immediately. Upon completion of the project, each sign shall be removed and returned to the City. If the sign is not returned to the City at the completion of the project in the original condition, the cost of the sign shall be withheld from the final progress payment.

The Contractor shall notify Underground Service Alert (Dig alert) at least 2 working days, but not more than 14 calendar days, prior to performing any excavation.

Full compensation for furnishing all labor, equipment, materials, and tools required to perform the tasks noted above, and as ordered by the Engineer, shall be considered as being included in the various Contract items of work and no separate or additional compensation will be allowed therefore.

END OF SECTION

SECTION 01721 MOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no mobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for mobilization.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.

4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.

6. Developing construction water supply.

7. Providing field office trailers for the CONTRACTOR, complete with all specified equipment, furnishings, utility services and required approvals from the CITY.

8. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.

9. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.

10. Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.

11. Submitting all required Subcontractor insurance certificates and bonds.

12. Posting all CAL/OSHA required notices and establishment of safety programs.

13. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedules.

14. Erecting all temporary fencing, including removal and disposal of existing temporary fencing.

END OF SECTION

SECTION 01722 SURVEYING

PART 1 - GENERAL

A. General

1. The CONTRACTOR shall be responsible for all surveys required to layout the Work and for the accuracy of all survey work for construction. The CONTRACTOR shall include the cost of all such survey work in their Bid. The CONTRACTOR shall have all construction surveying performed by a `Licensed Land Surveyor' or a `Civil Engineer' registered by the State of California to perform such work. The ENGINEER reserves the right to verify all survey work done by the CONTRACTOR.

2. The CONTRACTOR shall preserve the initial survey control points for the duration of their usefulness. Monumentation that is subject to disturbance or destruction shall be located and referenced prior to construction and relocated and referenced if necessary after construction, in accordance with the following requirements.

B. Construction Surveys

1. The CONTRACTOR shall provide all reference stakes and form checks necessary for construction and inspection of improvements. All construction staking shall be documented in cut sheets and provided to the ENGINEER. This staking may include but is not limited to: removals, joins, rough grade, slope, utilities, storm drains, sewers, curbs, walks, paving, wall and building stakes; and any other staking necessary for construction and inspection.

C. Reference Or Grade Stakes

1. A reference or grade stake shall be set for each grade change or angle point shown on the plan, standard plan, and shop drawing, in addition to the normal staking interval.

D. Form Checks

1. Forms shall be checked when durable points may be disturbed, removed, or are impractical to be used to verify the design location. The measured location shall be recorded in the survey field notes. All variations from the plan location shall be brought to the attention of the ENGINEER.

E. Staking Intervals And Offset Stake Lines

1. All staking intervals shall be in accordance as directed by the Engineer. Stake lines shall be set at an offset distance from the improvement to ensure proper grade, station, and alignment.

F. Utility Stakes

1. The CONTRACTOR shall provide stakes for all utilities, public or private, that require location or relocation, unless otherwise stated.

G. Additional Survey Work

1. The CONTRACTOR may be required to furnish additional survey work, such as profiles, restakes, Change Orders, etc., at the request of the ENGINEER or the INSPECTOR.

H. Accuracy

1. The CONTRACTOR shall use appropriate surveying methods to obtain the following standards: For fixed works (i.e. cast-in-place concrete; asphalt pavement, pipes and drains; and other items determined by the ENGINEER) the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.015 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.015 foot or less.

2. For excavation purposes, the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.1 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.1 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that semimajor axis of the 95% error ellipse is ±0.1 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.1 foot or less.

I. Survey/Inspector

1. The CONTRACTOR shall provide to the INSPECTOR those measurements and control points necessary to determine the location and conformance to the plan, line, and grade of the improvements necessary for inspection purposes.

J. Survey Notes

1. The CONTRACTOR shall supply and keep notes on CITY standard format note sheets. The ENGINEER may request copies of, and otherwise review, survey notes at any time during the construction phase of the Project. Upon completion of the Project, the original survey notes shall become the property of the CITY and shall be delivered to the ENGINEER

PART 2 – MONUMENT PRESERVATION GUIDELINES

A. New & Reconstruction Projects

1. Prior to Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record above or below the surface, within the road right-of-way. It is suggested that this search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument is required.

c. The survey crew shall properly reference all found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item c, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered and disturbed monuments shall be reset with the same or more durable type of monument as the original, in the surface of the construction. Key monuments shall be a minimum 1” inside diameter iron pipe of appropriate length.

b. A monument box or other protective structure is recommended to be placed around key monuments (section corners, quarter section corners).

c. The authorized surveyor shall properly completes a Corner Record or Record of Survey for all set monuments with a change in character, including tag number, and submit it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

B. Overlay Projects

1. Prior To Construction

   a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

   b. The survey crew shall diligently search for all survey monuments of record and on the surface of the road. It is suggested the search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument within 2" of the road surface is recommended.

   c. The survey crew shall properly reference found survey monuments, which may be disturbed or covered during construction, to stable surface points.

   d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item 3, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

   a. All covered or disturbed monuments and surface monuments are reset in the new road surface, or a new monument is set in the new road surface above the buried one.

   b. All existing monument boxes will be adjusted to grade or replaced, as appropriate.

   c. A monument box or other protective structure should be placed around key monuments (section corners, quarter section corners).

   d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for all set monuments and existing monuments with a change in character, including tag number and submits it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

C. Slurry Seal Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies furnished to for the survey crew.

b. All monument boxes shall be located and steps taken to ensure that the survey monuments inside are readily accessible upon completion of the project.

c. The survey crew shall diligently searches for survey monuments on the surface of the roadway, and identify said monuments recovered in the field to ensure that they will be protected. The survey crew shall inventory the monuments recovered in the field in a manner that allows for their recovery and inspection after construction.

2. After Construction and Prior to Notice of Completion

a. All monument boxes shall be inspected, and appropriate action taken when needed, to ensure that the survey monuments inside are readily accessible.

b. The survey crew shall review the inventory of found monuments by field inspection to ensure that all survey monuments are clean and exposed. Those monuments covered after construction is completed shall be uncovered.

D. Monument Tie Preservation

1. Prior To Construction

a. All existing survey monument ties within the scope of the project shall be researched and identified prior to construction. Surveyor may obtain existing tie sheets from the City as available.

b. If it is determined that all ties for a survey monument may be disturbed during construction, the Surveyor shall relocate the monument ties prior to construction, within improvements that will not be disturbed, and file the revised tie sheet with the City. A minimum of three tie points should reference each centerline monument, whenever possible

2. After Construction and Prior to Notice of Completion

a. If it is determined that the result of construction will not disturb all survey monument ties for a specific monument, the Surveyor shall replace all monument ties disturbed during construction per the following guidelines:

i. Monument ties shall be placed during the finishing process of the concrete improvements.
ii. Monument ties shall be set below the elevation of the adjacent top of curb to provide protection from any future cleaning, maintenance or work around the tie.
iii. A minimum of three tie points should reference each centerline monument, whenever possible.

b. Once the construction is complete, the Surveyor shall prepare a revised tie sheet, and file with the City for all monument ties disturbed during the construction.

END OF SECTION

SECTION 01732 POTHOLING

1.1 THE REQUIREMENT

A. The CONTRACTOR shall conduct exploratory excavations by potholing to verify or to discover the actual locations and the size of existing underground utilities and improvements. The CONTRACTOR shall take care not to damage existing facilities during potholing operations. Any utility or existing facility (including those located by Underground Service Alert - USA) within 3 feet of any trench or excavation shall be potholed prior to starting the contract work in the vicinity. Potholing shall be done in each given area where excavation work is to occur at least fourteen (14) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

B. Potholing shall consist of excavations at the locations of utilities or other underground facilities indicated on the Drawings, located by USA, or as directed by the ENGINEER. All costs of potholing operations for the utilities indicated on the Drawings shall be included in the CONTRACTOR'S Bid.

C. If an allowance for "Additional Potholing" has been established and included in the SCHEDULE OF WORK AND PRICES, this allowance shall only be used to reimburse the CONTRACTOR for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER. If the total cost of the Work directed under the Additional Potholing allowance differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual costs and the amount included in the Bid, as an additional amount due to the CONTRACTOR or a credit to the CITY, as appropriate.

D. In addition to the potholes indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do further potholing deemed necessary at no additional cost to the CITY.

E. Potholing operations shall conform to all applicable requirements as to sidewall slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

F. Potholes shall be identified and protected in accordance with the Engineer's instructions, the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Standards.

G. The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall

be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the specifications.

H. A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area. Payment for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER will not be made unless these potholes are listed on the verified log.

I. The CONTRACTOR shall record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

J. Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

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APPENDIX

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APPENDIX A
CHECKLIST OF LABOR LAW REQUIREMENTS

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CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT JOB CONFERENCE MEETINGS

Name (print) _____ Date _____

Company _____ Project _____

The Federal and State labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

4. Certified Payroll Reports

Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776. Each contractor and subcontractor shall submit its weekly certified payroll reports to the LCR from the agency no less than weekly or within ten days of request. In the event that there has been no work performed during a given week, the certified payroll report shall be annotated: "No work" for that week. Under Labor Code Section 1776(h) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request. **For projects bidding after April 1, all contractors will need to upload their certified payroll to the Department of Labor Standards Enforcement website. Effective Jan. 1, 2016, ALL projects will require contractors to upload all certified payroll. This requirement is in addition to the request for payrolls by the City of Redlands;

5. Nondiscrimination in Employment

There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

6. Kickbacks Prohibited

Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code 4100 et seq.

9. Properly Licensed and Registered

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq. Contractors and subcontractors are also required to be registered with the Division of Labor Standards Enforcement to work on public works projects in California. Requirements for registration and penalties for not being registered are found in Labor Code 1773.3.

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

11. Workers Compensation Insurance

Labor Code 1861 requires contractors and subcontractors be insured properly for workers compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

13. Undocumented Workers

Contractors and subcontractors are prohibited by the Federal government against hiring undocumented workers, and must secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Contractors and subcontractors must provide itemized wage statements to employees per Labor Code 226.

In accordance with Federal and State laws and with the awarding agency contract documents, the undersigned prime contractor wishes to assure the City of Redlands that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

Contractor	**City of Redlands**
_____	_____
Name Printed	Name Printed
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

IMPORTANT NOTICE

New Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $300 but may increase each year. This fee shall be paid during the initial registration and each annual renewal.

DO I qualify for registration?
Contractors will need to meet minimum qualification standards to be registered. These include:

- Be properly licensed with the Contractors State License Board for your trade.
- Provide evidence of workers compensation insurance (if applicable).
- Be in good standing (Have no outstanding liabilities for wages, damages, penalties due to an employee or the State, may not be under State or Federal debarment).

WHAT happens if I don't register?
Unregistered contractors working on or bidding for public works projects will be subject to an immediate $2,000 fine and the $300 registration fee to continue working on the project. Unregistered contractors may be removed from the project by the Awarding Agency. Contractors found working on public works projects without being registered also risk not being approved for registration by DLSE.

ELECTRONIC CERTIFIED PAYROLL REPORTING REQUIREMENTS

Prevailing wage law has been changed to require contractors to submit certified payrolls electronically to the DLSE.

WHO is required to submit certified payrolls?
All contractors, subcontractors and sole owner/operators will be required to submit certified payrolls electronically to the DLSE.

WHEN do I need to submit certified payrolls electronically?
If your project is awarded after April 1, 2015, electronic payroll submission is required immediately. Otherwise, electronic payroll submission will be required for all projects awarded on or after January 1, 2016.

WHERE do I submit my certified payrolls?
For now, certified payrolls can be submitted by contractors to the DLSE at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin This website address will change when the DLSE implements their online electronic database system which still has not been developed. Alliant will notify contractors when this system is available.

DO I still need to submit hard copy certified payrolls?
The City of Redlands will still require hard copy submission of certified payroll reports per your contract. The requirement to submit certified payrolls electronically to the DLSE does not replace the requirement for contractors to submit payrolls to the City of Redlands.

Contact the City of Redlands regarding any questions you may have regarding the new requirements for contractor registration or online submission of certified payroll: (909) 798-7698.

PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS-140)

This is not a request for dispatch of apprentices.

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: **http://www.dir.ca.gov/das/PublicWorksForms.htm** for information about programs in your area and trade. The information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTORS STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME AND ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT WAS EXECUTED
	DATE OF EXPECTED/ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME AND ADDRESS OF APPRENTICESHIP PROGRAM(S)	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE/ACTUAL DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of the Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their standards. (Enter name of Committee)

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. (Enter name of Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

_____
Signature Date

_____
Typed Name

_____
Title

DAS-140 FORM - PUBLIC WORKS CONTRACT AWARD INFORMATION

(Title 8, California Code of Regulations, Section 230)
(California Labor Code, Section 1777.5 (e))

SUBMIT CONTRACT AWARD INFORMATION

Prior to commencing work on a contract for Public Works **every** Contractor shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices. Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to **all** of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project. This contract award information shall be in writing on a DAS Form 140, Public Works Contract Award Information or a letter which includes the following information:

(1) Contractor's name, address, telephone number and state license number;
(2) The full name and address of the public work awarding agency;
(3) The exact location of the public work site;
(4) Date of the contract award;
(5) Expected start date of the work;
(6) Estimated journeyman hours;
(7) Occupation of Apprentice;
(8) Approximate number of apprentices to be employed; and
(9) Approximate dates apprentices will be employed.

This information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.
Failure to provide contract award information, which is known by the awarded contractor, shall be deemed to be a continuing violation for the duration of the contract, ending when a Notice of Completion is filed by the Awarding Body, for the purpose of determining the accrual of penalties under Labor Code Section 1777.7.

THE TOP SECTION OF THE FORM COMPLETELY FILLED OUT will provide the information required pursuant to California Labor Code Section 1777.5 and California Code of Regulations Section 230.1.

LOWER SECTION OF THE FORM Check an appropriate box (#1, 2 or 3) for your status.

In addition to the "ORIGINAL(S)" mailed to all applicable Apprenticeship Committees, a copy of this information shall also be submitted to the City of Redlands.

NOTE: The filing of a DAS 140 is not a request for the dispatch of registered apprentices

CONTRACTOR FRINGE BENEFIT STATEMENT

Project Name:	Project Location:	Today's Date:
Contractor / Subcontractor Name:	Business Address:	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. Please Include Apprentice Rates.

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Print Name and Title	Signature and Date (Wet Signature Required)

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									THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			S																				
				HOURS WORKED EACH DAY											TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			O																				
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

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

STANDARD DRAWING

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

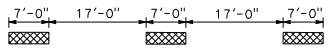
REGISTERED PROFESSIONAL ENGINEER — Atifa Ferouz — No. C80402 — Exp. 3-31-19 — CIVIL — STATE OF CALIFORNIA

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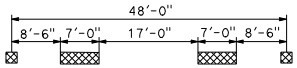
TO ACCOMPANY PLANS DATED _____

CENTERLINES
(2 LANE HIGHWAYS)

DETAIL 1



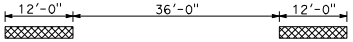
DETAIL 2



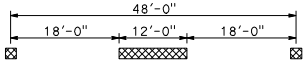
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DETAIL 5



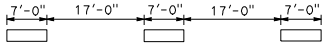
DETAIL 6



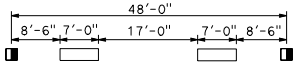
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LANELINES
(MULTILANE HIGHWAYS)

DETAIL 8

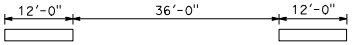


DETAIL 9



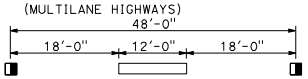
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DETAIL 11



LANELINES (Cont)
(MULTILANE HIGHWAYS)

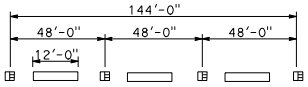
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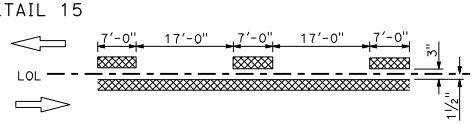
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DETAIL 14A

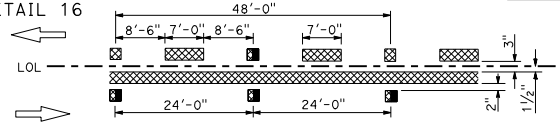


NO PASSING ZONES-ONE DIRECTION

DETAIL 15

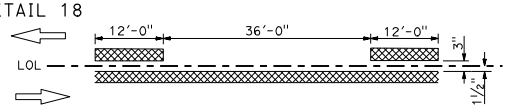


DETAIL 16

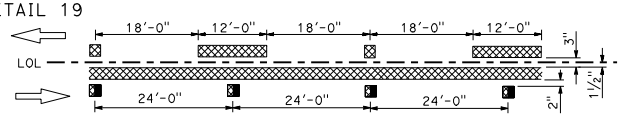


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DETAIL 18



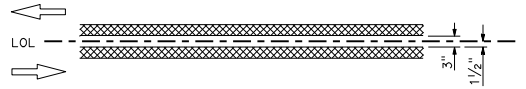
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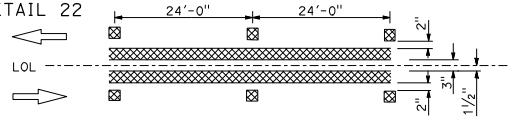
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NO PASSING ZONES-TWO DIRECTION

DETAIL 21



DETAIL 22



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LEGEND

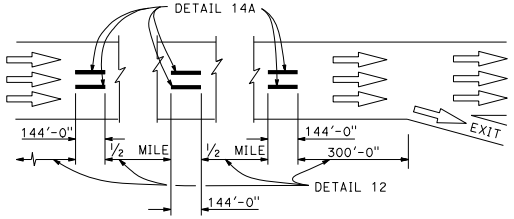
MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

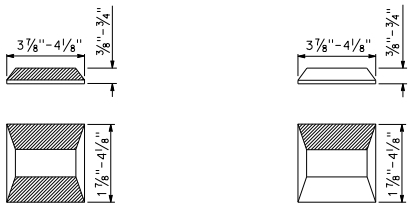
LINES

- 6" WHITE
- 6" YELLOW

TYPICAL LANE LINE DELINEATION IN ADVANCE OF EXIT RAMP



MARKER DETAILS



TYPE C AND TYPE D TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A20A DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20A
DATED OCTOBER 30, 2015 - PAGE 12 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20A

5-19-17

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

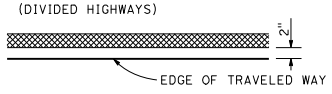
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TO ACCOMPANY PLANS DATED _____

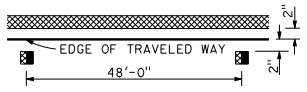
LEFT EDGELINES

(DIVIDED HIGHWAYS)

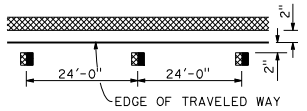
DETAIL 24



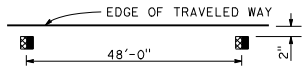
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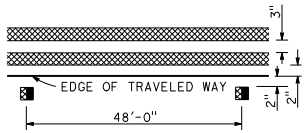
DETAIL 25A



DETAIL 26

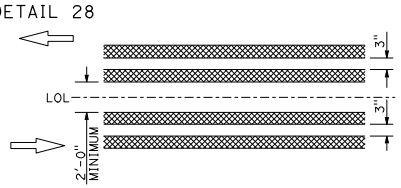


DETAIL 27

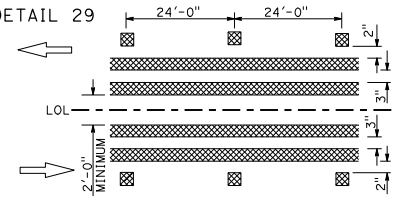


MEDIAN ISLANDS

DETAIL 28



DETAIL 29

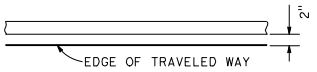


~~DETAIL 30~~ DETAIL 30 DELETED

RIGHT EDGELINES

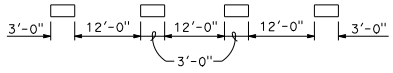
~~DETAIL 27A~~ DETAIL 27A DELETED

DETAIL 27B



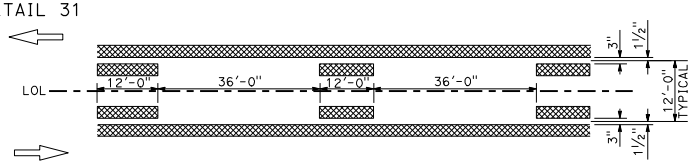
RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS

DETAIL 27C

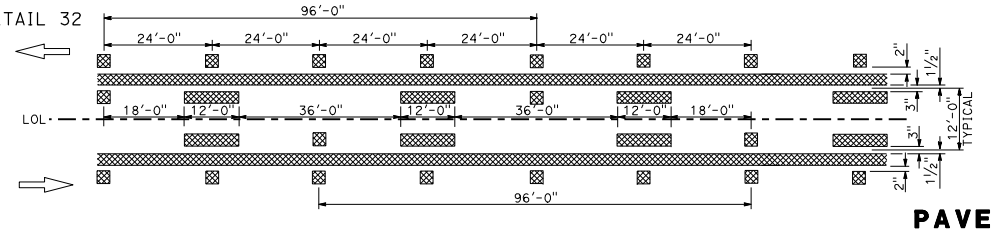


TWO-WAY LEFT TURN LANES

DETAIL 31



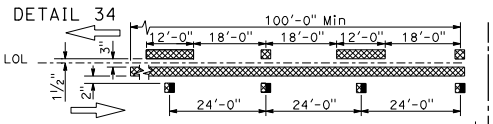
DETAIL 32



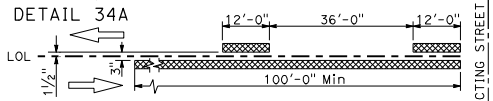
~~DETAIL 33~~ DETAIL 33 DELETED

INTERSECTION TREATMENTS

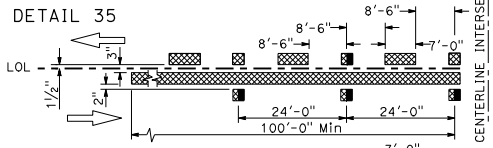
DETAIL 34



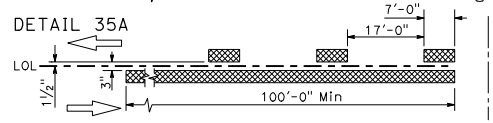
DETAIL 34A



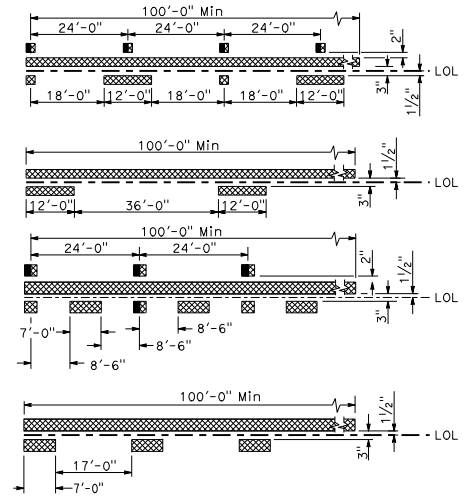
DETAIL 35



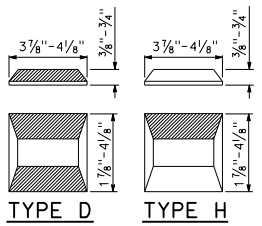
DETAIL 35A



CENTERLINE INTERSECTING STREET



MARKER DETAILS



LEGEND

MARKERS

- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

- 6" WHITE
- 6" YELLOW

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A20B DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20B
DATED OCTOBER 30, 2015 - PAGE 13 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20B

5-19-17

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

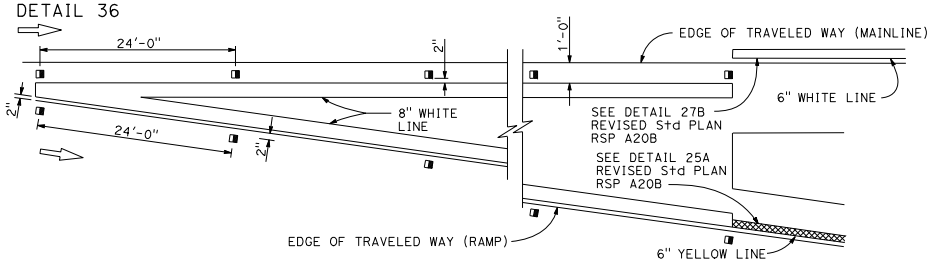
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

TO ACCOMPANY PLANS DATED _____

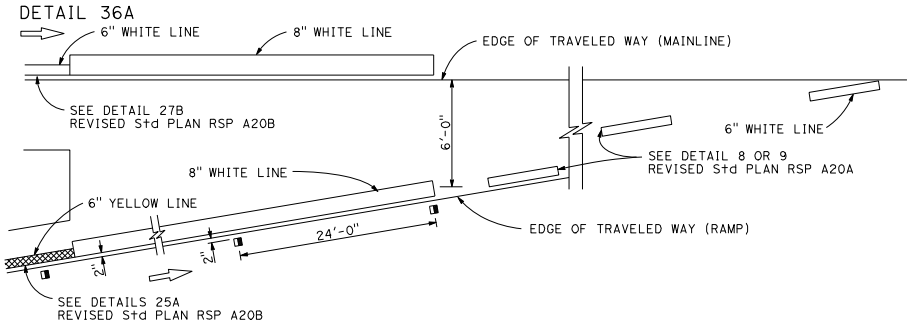
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT

DETAIL 36



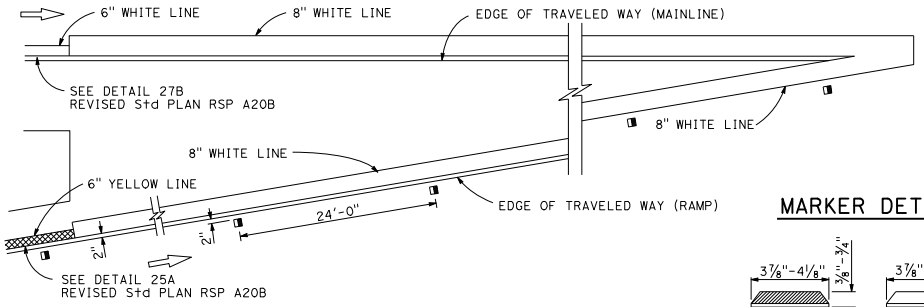
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT

DETAIL 36A



ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT

DETAIL 36B

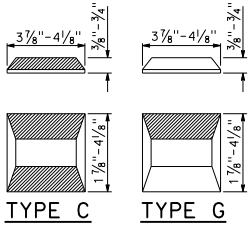


LEGEND:

MARKERS

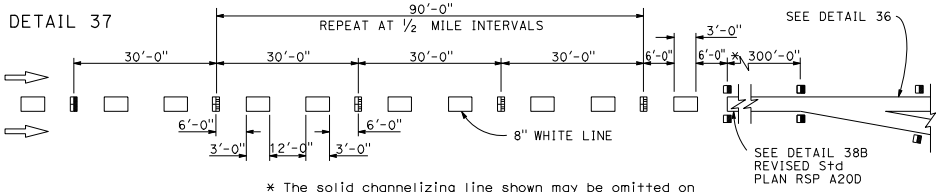
- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE

MARKER DETAILS



LANE DROP AT EXIT RAMPS

DETAIL 37

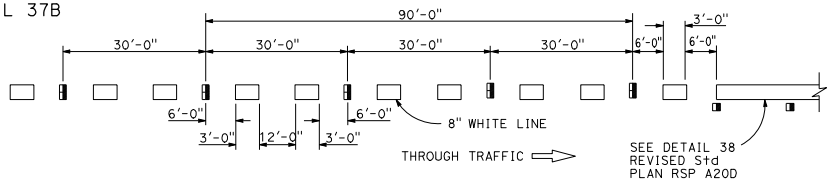


* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

~~DETAIL 37A~~ DETAIL 37A DELETED

LANE DROP AT INTERSECTIONS

DETAIL 37B



~~DETAIL 37C~~ DETAIL 37C DELETED

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A20C DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20C DATED OCTOBER 30, 2015 - PAGE 14 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20C

3-21-17

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

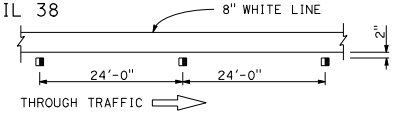
REGISTERED PROFESSIONAL ENGINEER — Atifa Ferouz — No. C80402 — Exp. 3-31-19 CIVIL — STATE OF CALIFORNIA

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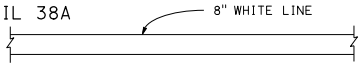
TO ACCOMPANY PLANS DATED _____

CHANNELIZING LINE

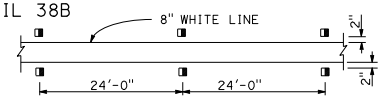
DETAIL 38



DETAIL 38A



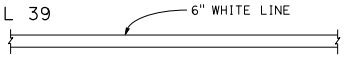
DETAIL 38B



~~DETAIL 38C~~ DETAIL 38C DELETED

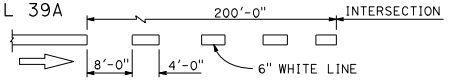
BIKE LANE LINE

DETAIL 39



INTERSECTION LINE
BIKE LANE

DETAIL 39A



LANE LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 40



~~DETAIL 40A~~ DETAIL 40A DELETED

CENTER LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 41



~~DETAIL 41A~~ DETAIL 41A DELETED

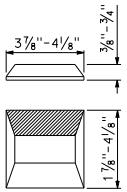
LEGEND

MARKERS

TYPE G ONE-WAY CLEAR RETROREFLECTIVE

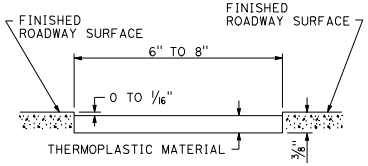
6" YELLOW LINE

MARKER DETAILS



TYPE G

RETROREFLECTIVE FACE



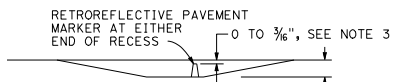
DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE

See Notes A and B.

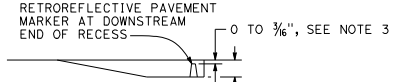
RECESSED THERMOPLASTIC NOTES

A. See typical traffic line details for pavement marking patterns.

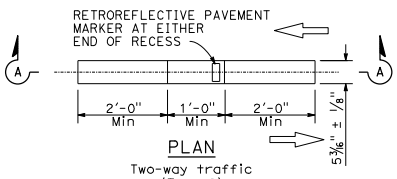
B. The top of the thermoplastic installed in recessed pavement shall be 0 to 1/16" below the pavement surface.



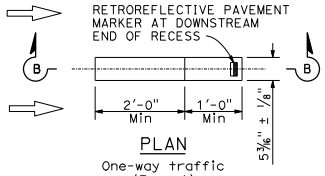
SECTION A-A



SECTION B-B

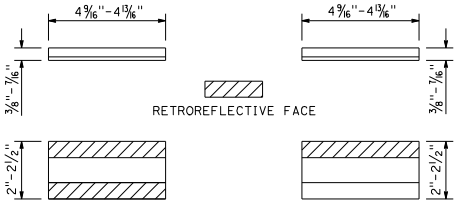


PLAN
Two-way traffic
(Type 2)



PLAN
One-way traffic
(Type 1)

RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER



TYPE C AND TYPE D TYPE G AND TYPE H

See Notes 1 and 2.

RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

RECESSED MARKER NOTES:

1. See typical traffic line details for marker patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement markers installed in recesses shall be 0 to 3/16" below the pavement surface.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

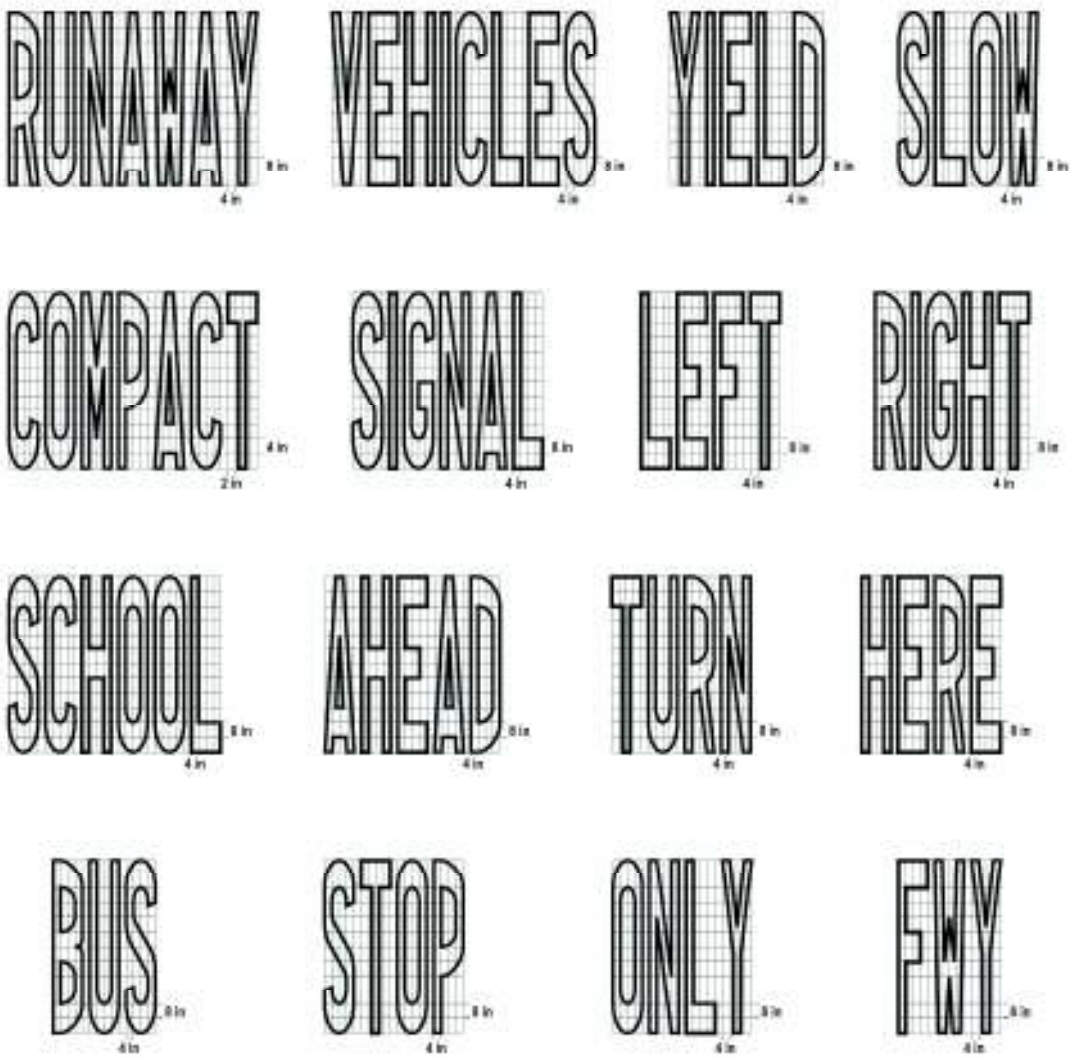
NO SCALE

RSP A20D DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20D
DATED OCTOBER 30, 2015 - PAGE 15 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20D

3-13-17

Figure 3B-23 (CA). Examples of Elongated Letters for Word Pavement Markings (Sheet 1 of 2)

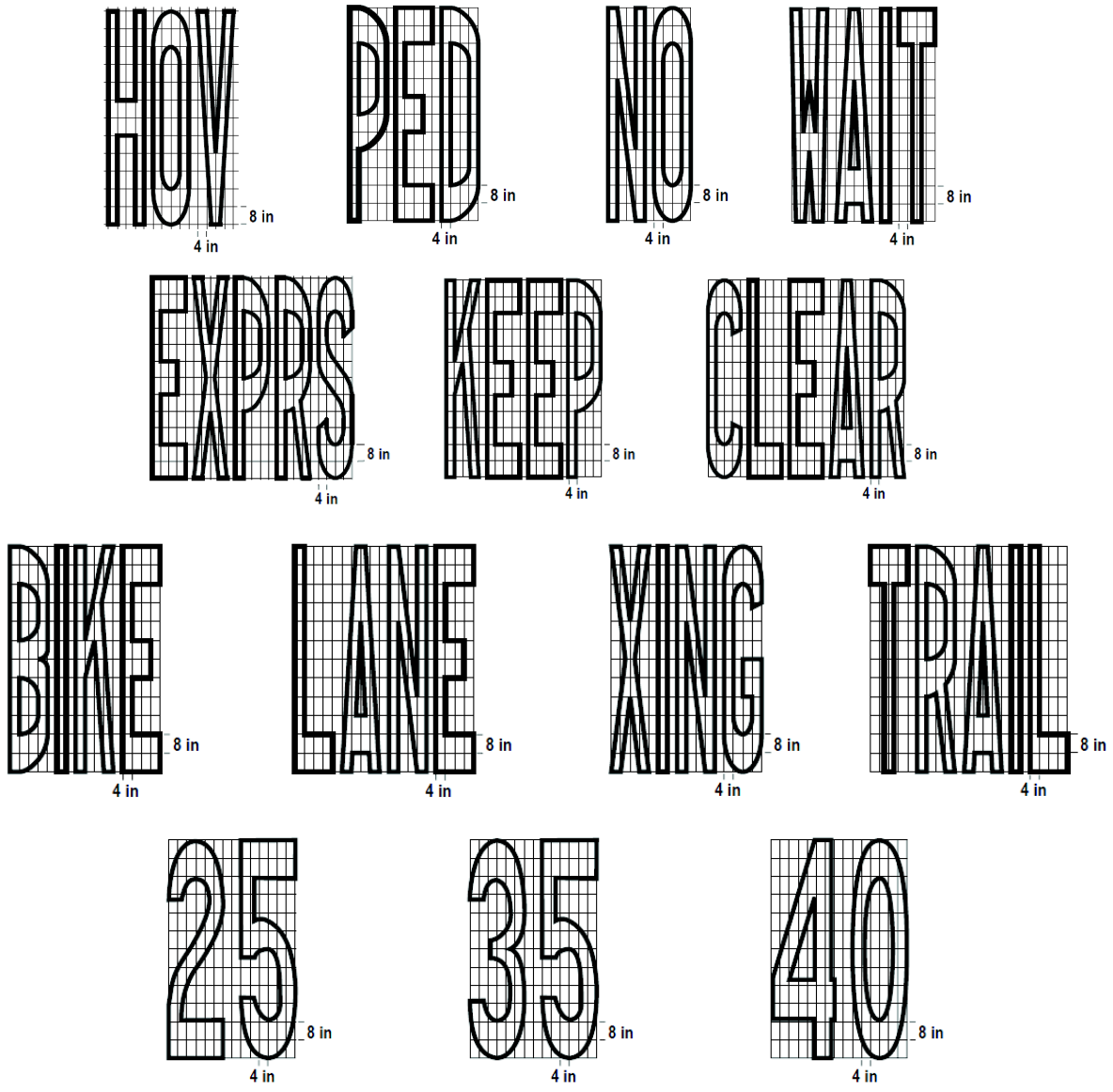


NOT TO SCALE

NOTES:

1. **All letters and numerals should be in conformance with the standard alphabets for highway signs and pavement markings approved by Department of Transportation.**
2. **The design details for various words are also shown in Department of Transportation's Standard Plans.**

Figure 3B-23 (CA). Examples of Elongated Letters for Word Pavement Markings (Sheet 2 of 2)

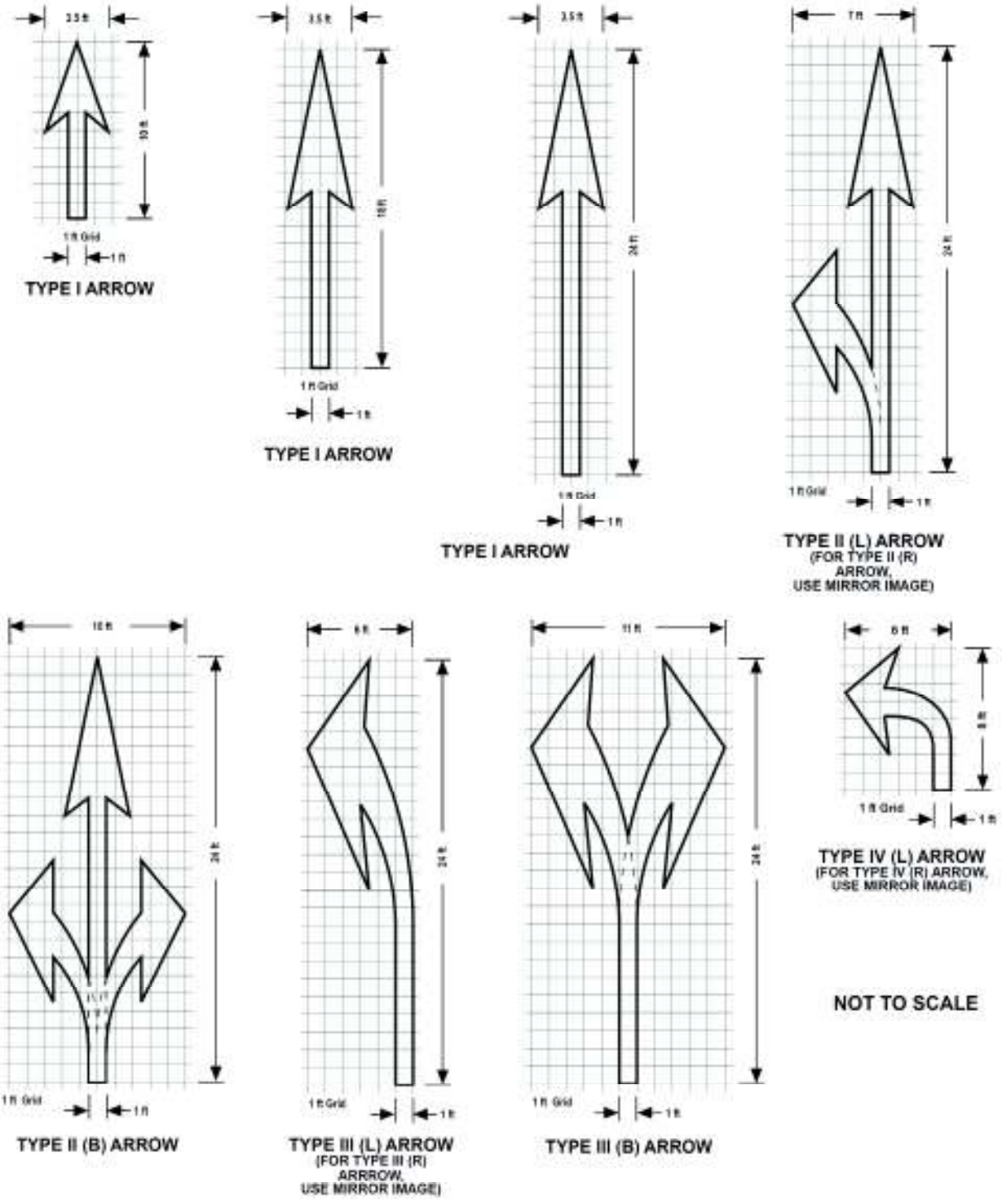


NOT TO SCALE

NOTES:

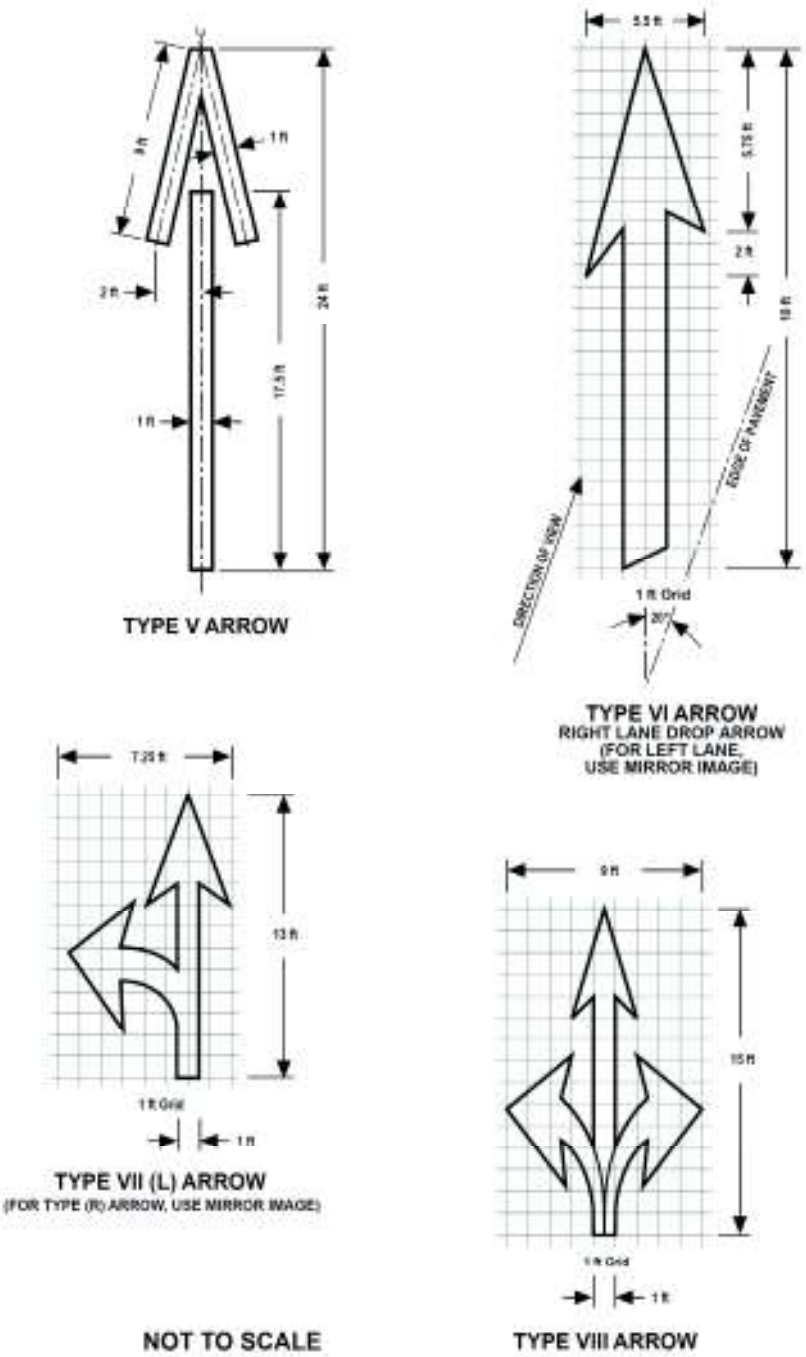
1. All letters and numerals should be in conformance with the standard alphabets for highway signs and pavement markings approved by Department of Transportation.
2. The design details for various words are also shown in Department of Transportation's Standard Plans.

Figure 3B-24 (CA). Examples of Standard Arrows for Pavement Markings (Sheet 1 of 8)



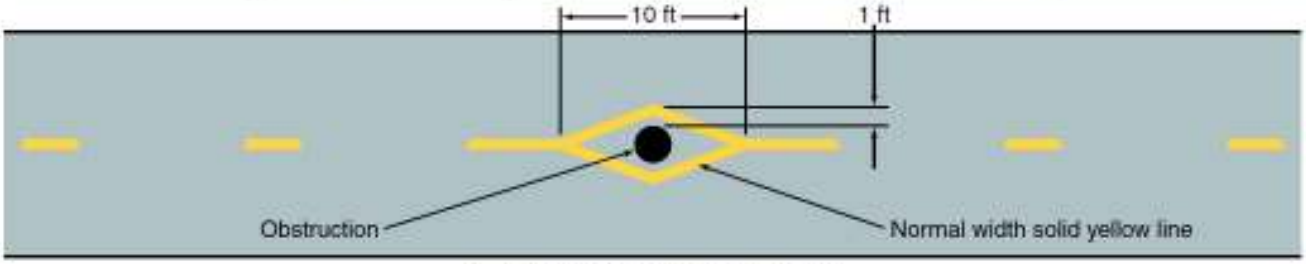
NOTE: The design details for various arrows are also shown in Department of Transportation's Standard Plans.

Figure 3B-24 (CA). Examples of Standard Arrows for Pavement Markings (Sheet 2 of 8)

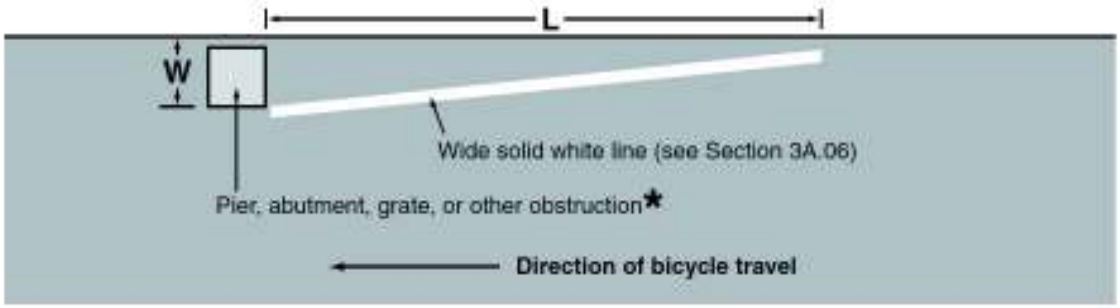


NOTE: The design details for various arrows are also shown in Department of Transportation's Standard Plans.

Figure 9C-8. Examples of Obstruction Pavement Markings



A - Obstruction within the path

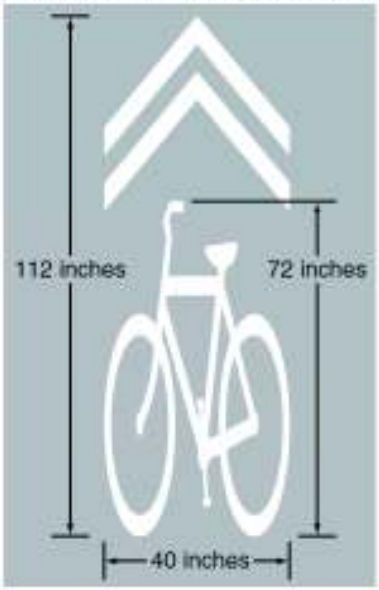


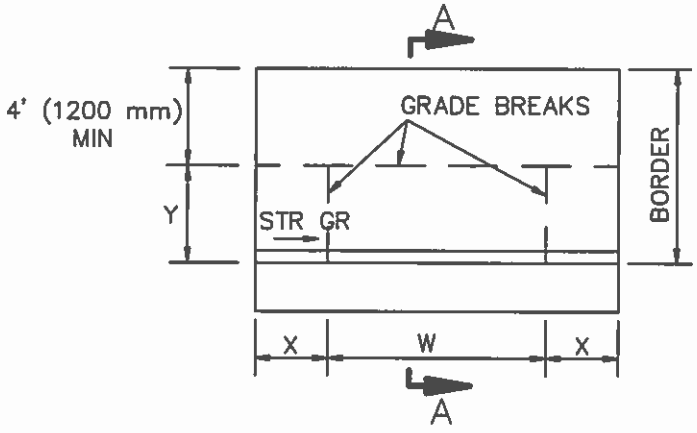
B - Obstruction at edge of path or roadway

L = WS, where W is the offset in feet and S is bicycle approach speed in mph

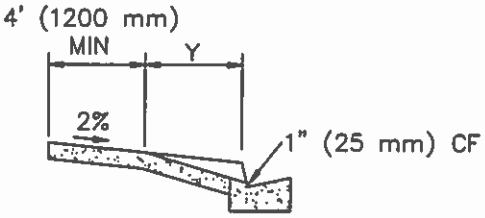
★ Provide an additional foot of offset for a raised obstruction and use the formula L = (W+1) S for the taper length

Figure 9C-9. Shared Lane Marking



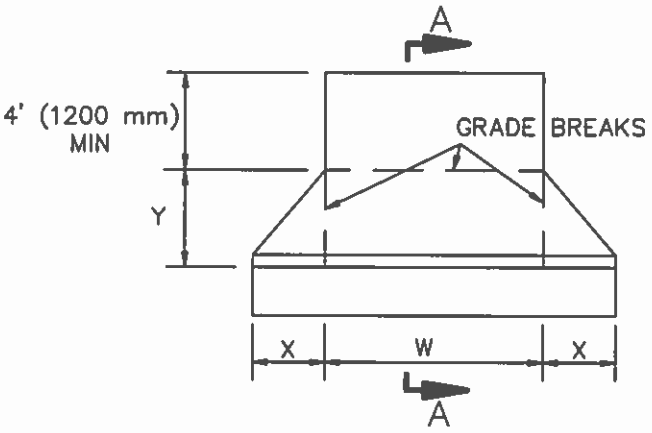


TYPE A

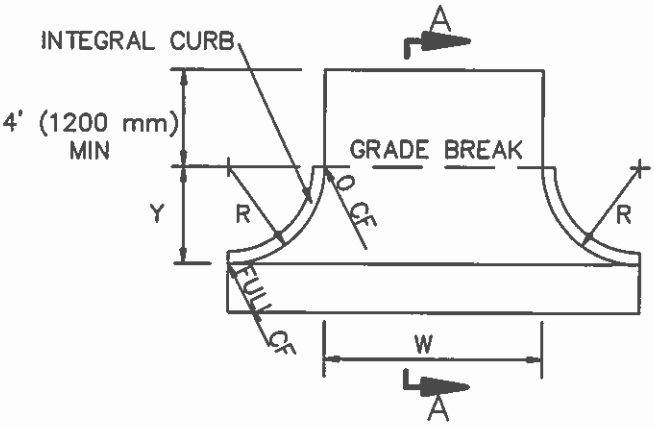


SECTION A–A

CURB FACE, inches (mm)	X, inches (mm)	Y, inches (mm)
6" (150) or less	3'–0" (900)	4'–0" (1200)
7" (175)	3'–6" (1050)	4'–9" (1425)
8" (200)	4'–0" (1200)	5'–8" (1700)
9" (225)	4'–6" (1350)	6'–6" (1950)
10" (250)	5'–0" (1500)	7'–3" (2175)
11" (275)	5'–6" (1650)	8'–0" (2400)
12" (300) or more	6'–0" (1800)	8'–9" (2625)



TYPE B



TYPE C

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 4" (100 mm) THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 6" (150 mm) THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT 10' (3.0 m) INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.
6. 560-3250-C CONCRETE TO BE USED.
7. 6-INCH THICK CLASS 2 AGGREGATE BASE SHALL BE PLACED AND COMPACTED TO 95% UNDER 6" THICK DRIVEWAY APPROACHES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

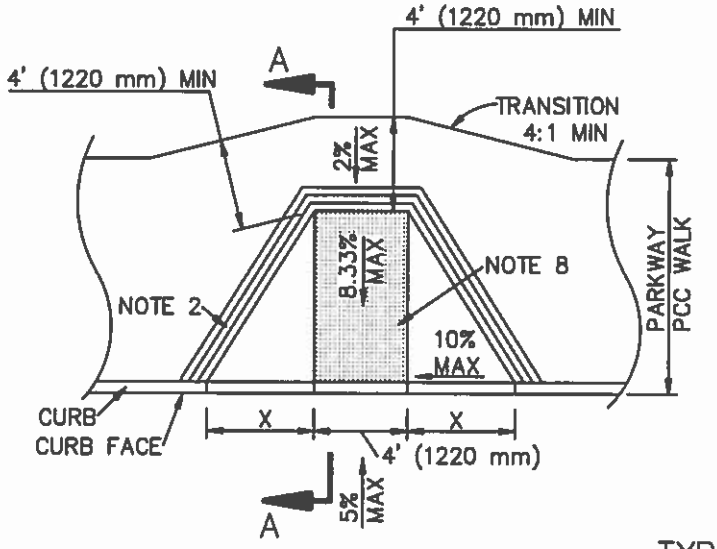
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1954 REV. 1996, 2009

DRIVEWAY APPROACHES

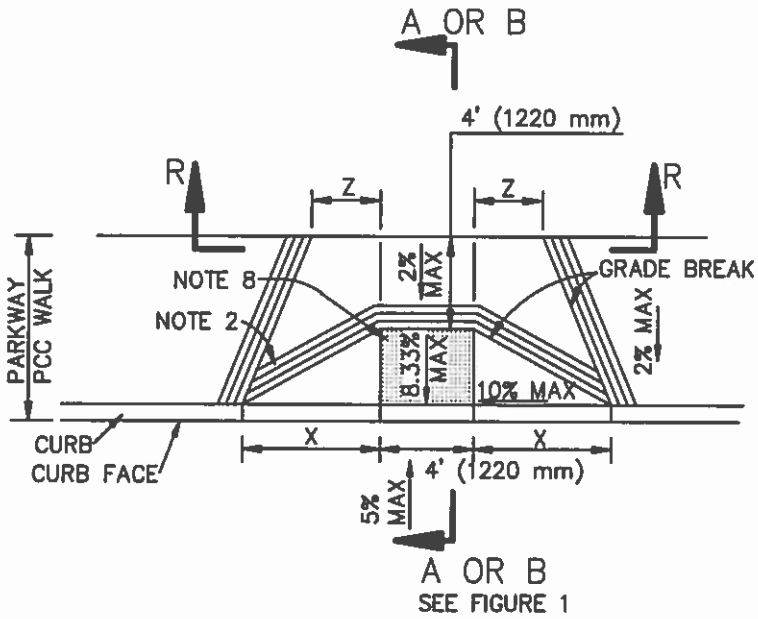
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 110–2

SHEET 1 OF 1



TYPE 1

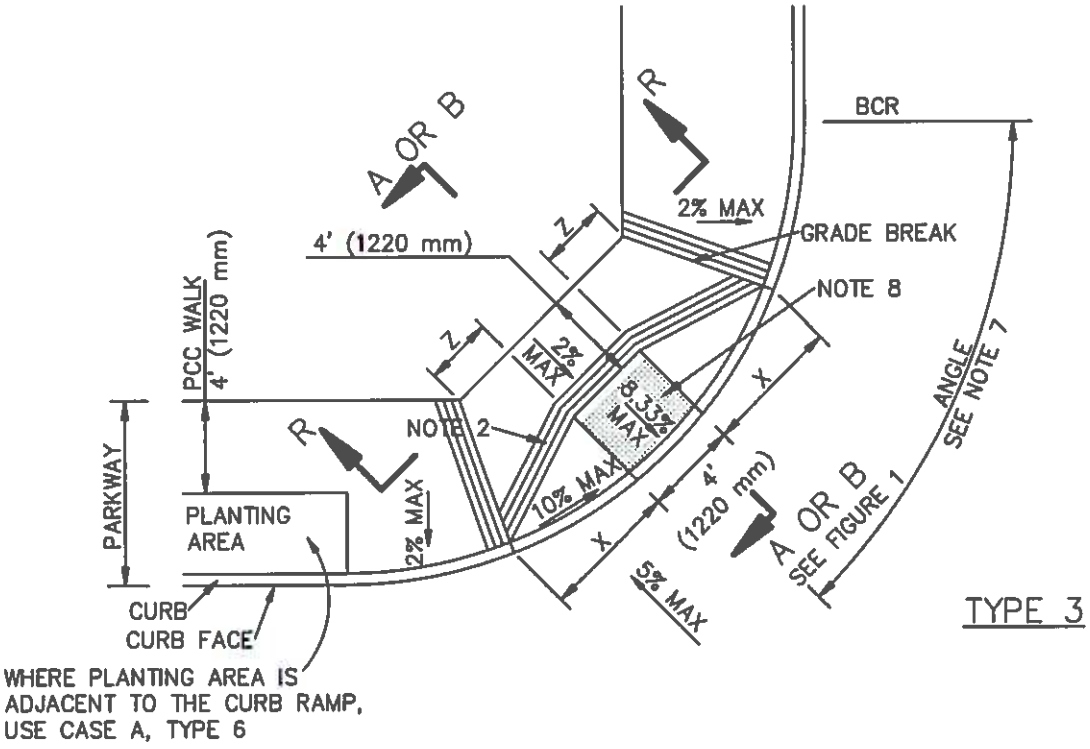


TYPE 2

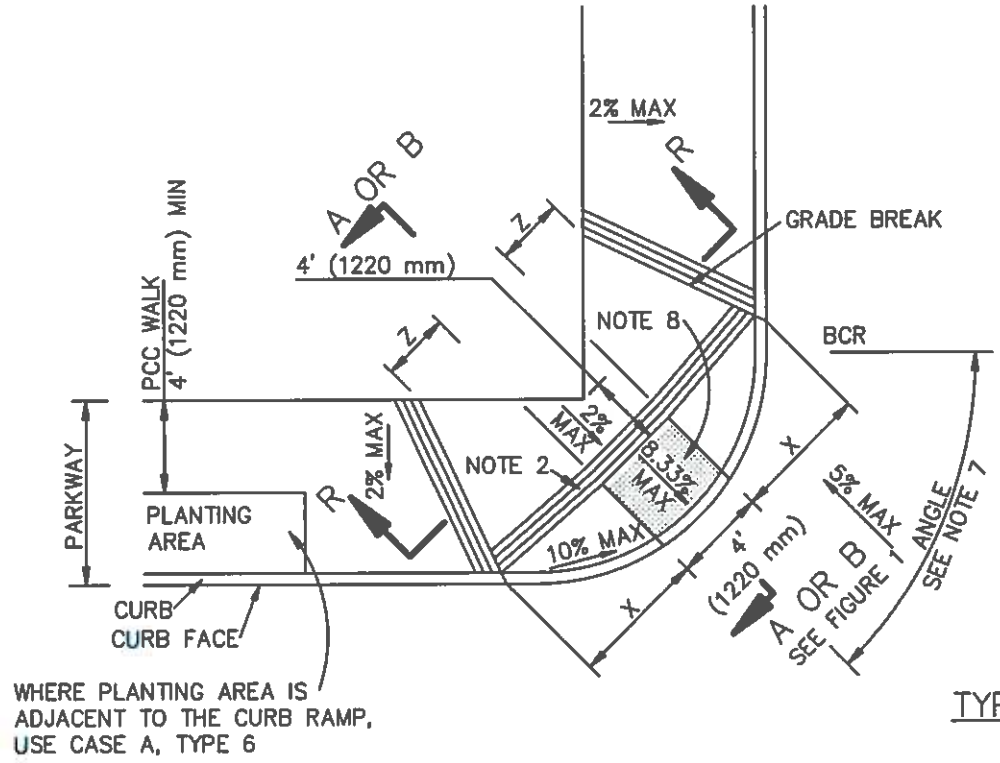
CASE A

PARTS OF THIS STANDARD PLAN SHOW INSTALLATION FOR TYPICAL RETROFIT CONDITIONS, AND ARE NOT FULLY COMPLIANT WITH CALIFORNIA BUILDING CODE REQUIREMENTS FOR NEW DEVELOPMENT.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1992 REV. 1998, 2000, 2005, 2009, 2013	**CURB RAMP**	STANDARD PLAN **111-5**
	USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	SHEET 1 OF 10



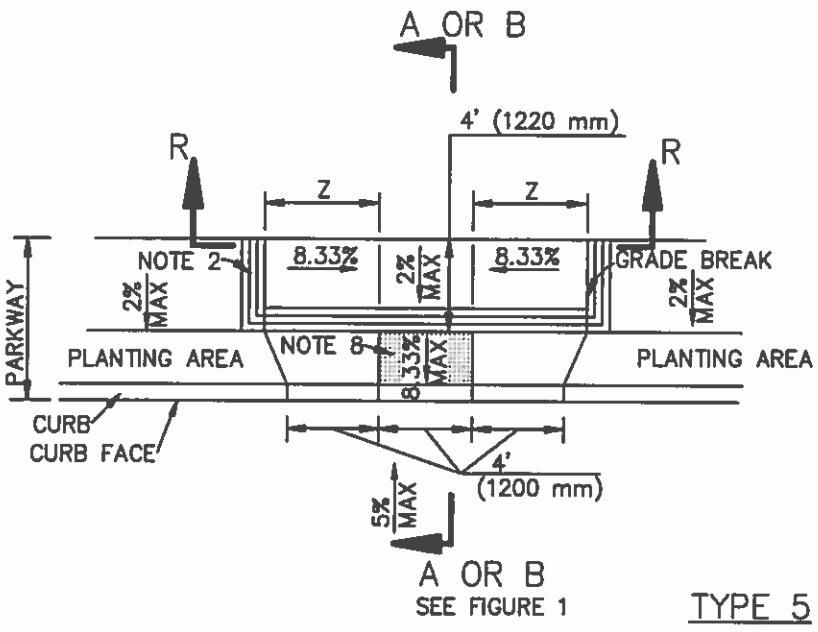
TYPE 3



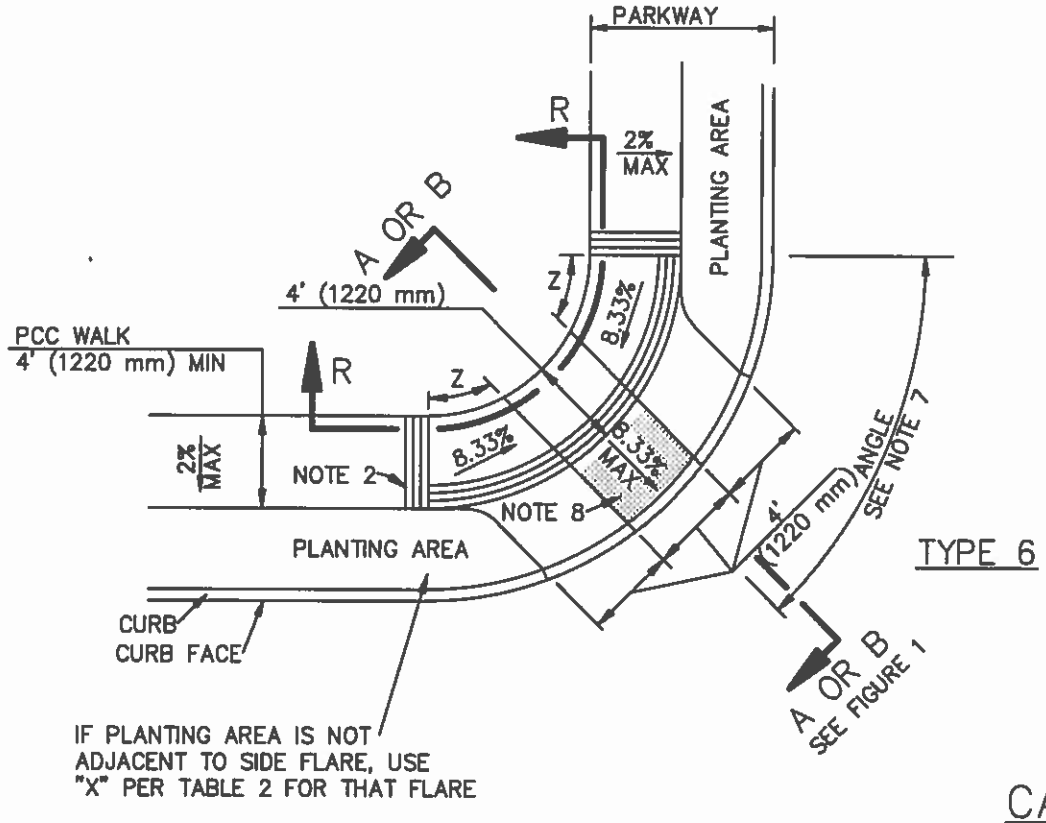
TYPE 4

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111–5
CURB RAMP	SHEET 2 OF 10



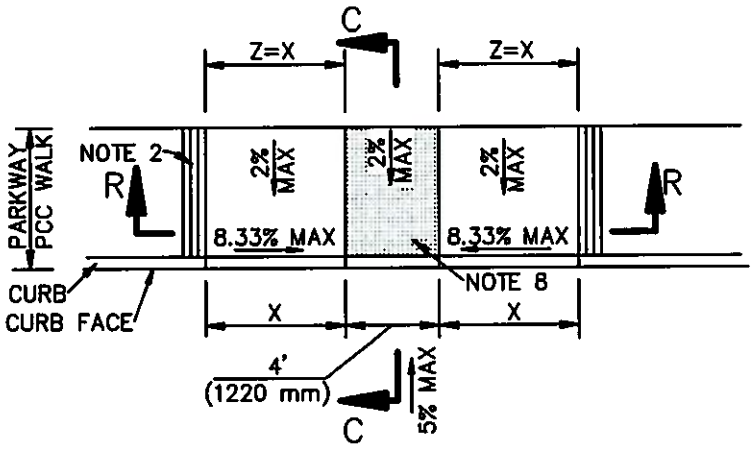
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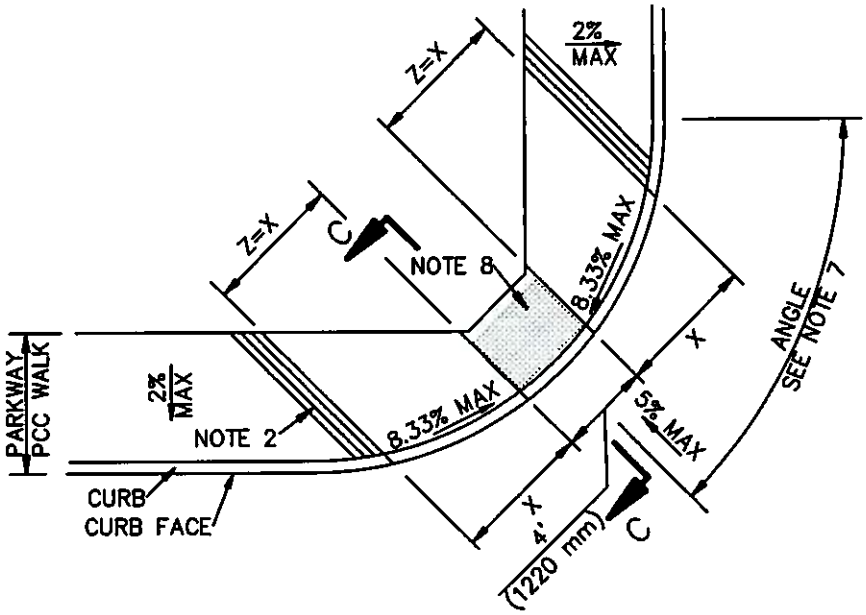
TYPE 6

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 3 OF 10



TYPE 1

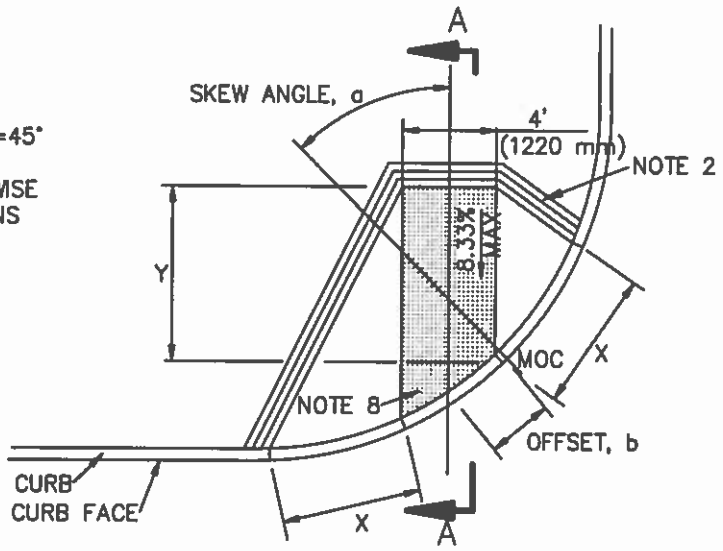


TYPE 2

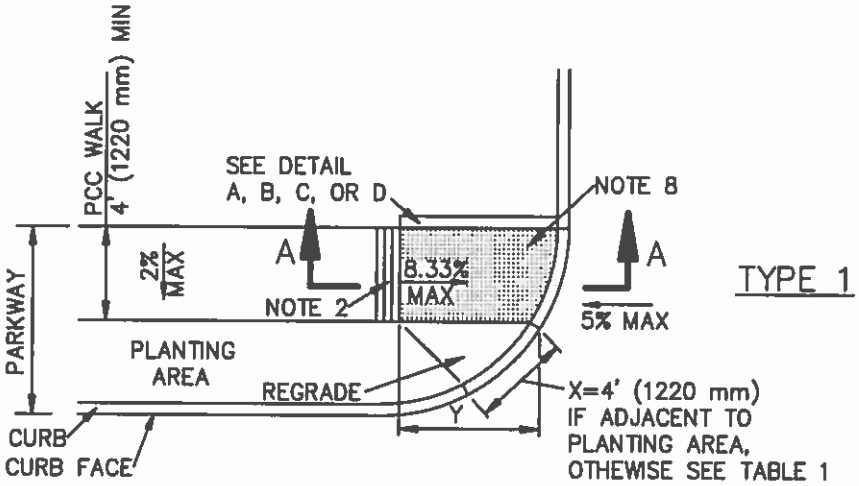
CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111–5 SHEET 4 OF 10
CURB RAMP	

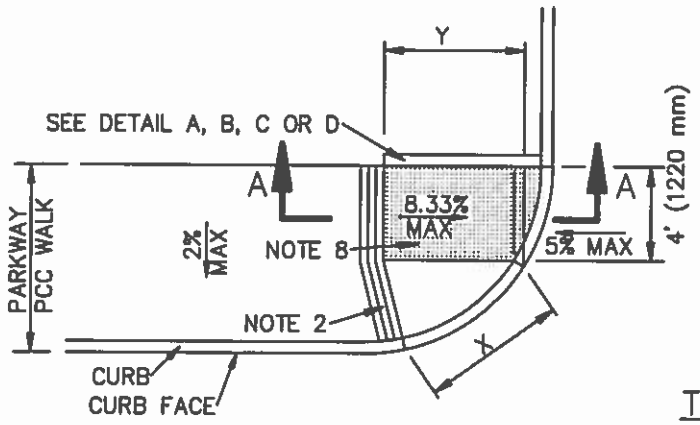
SKEW ANGLE a=45°
OFFSET b=0
UNLESS OTHERWISE
NOTED ON PLANS



CASE C



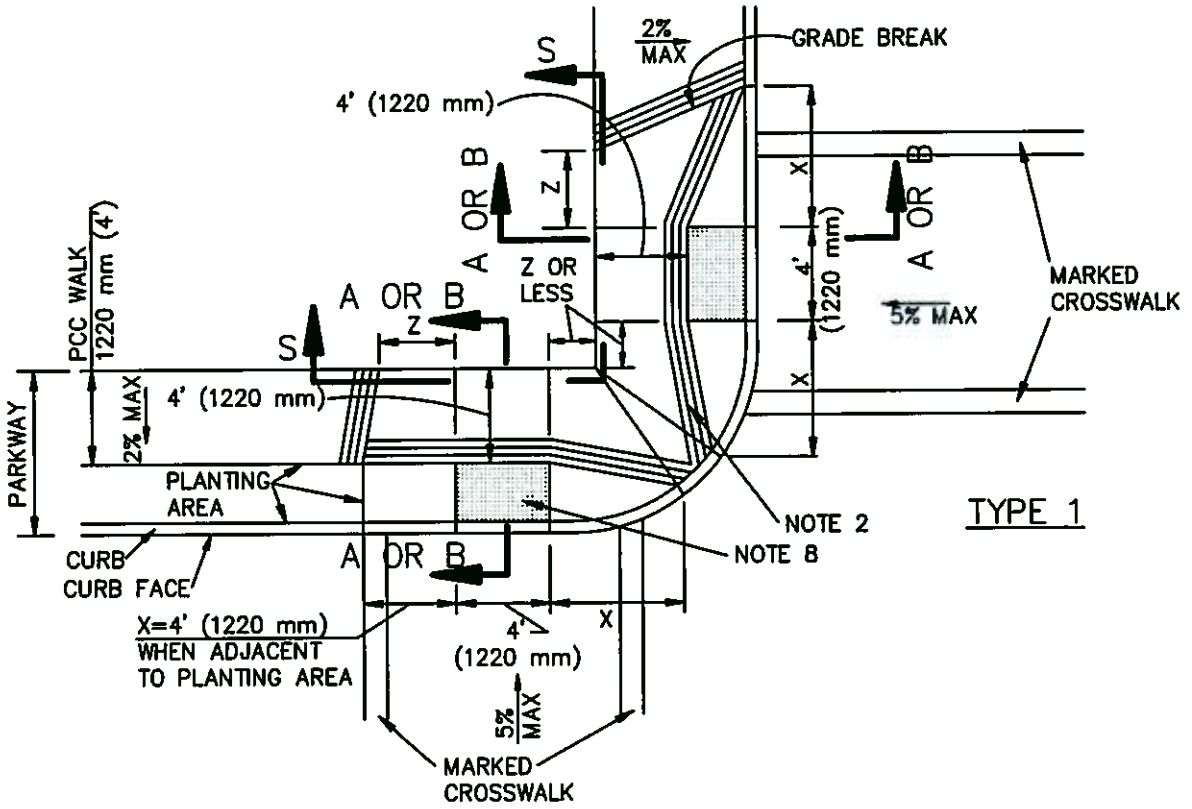
TYPE 1

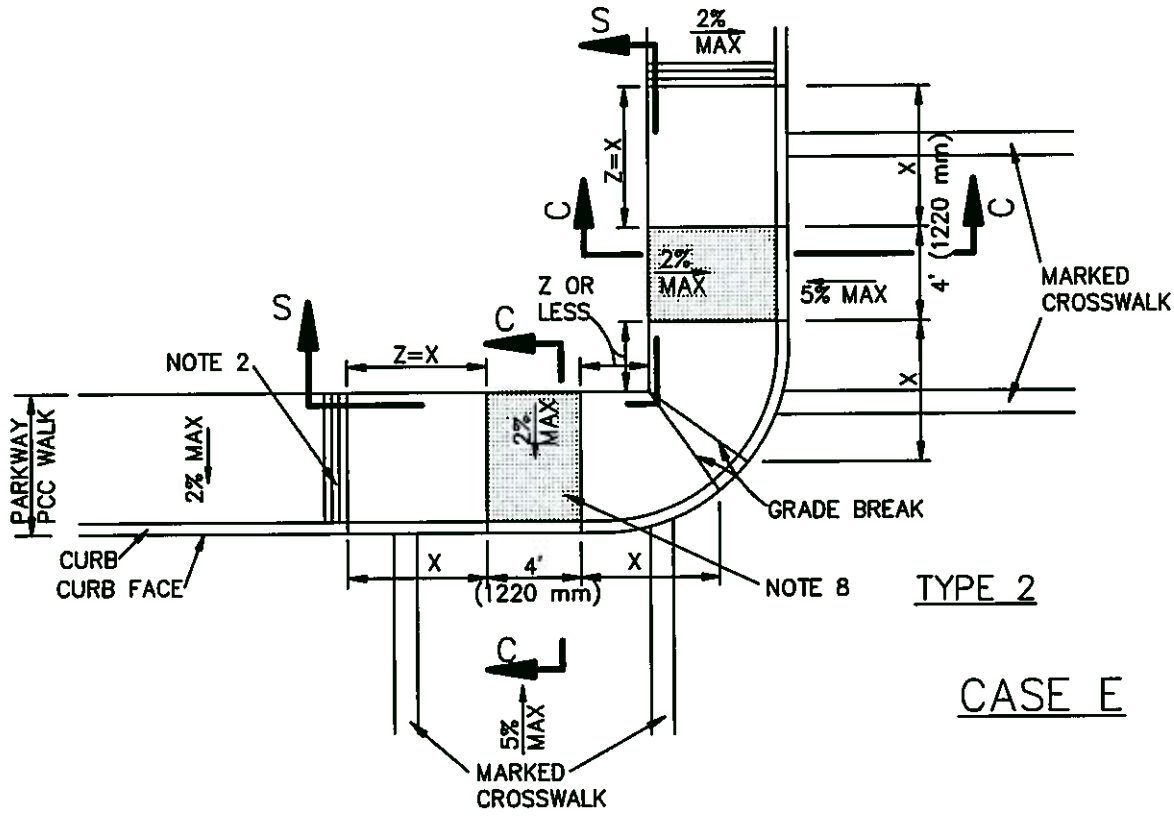


TYPE 2

CASE D

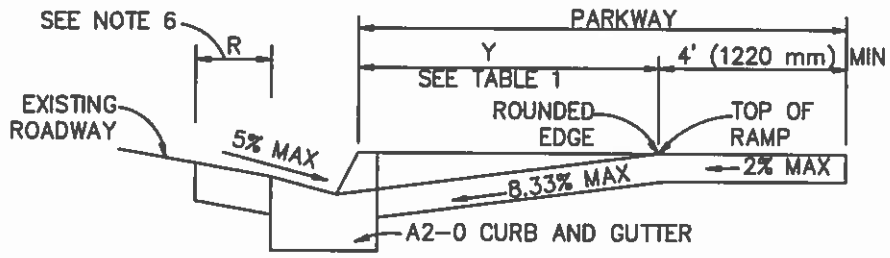
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 5 OF 10





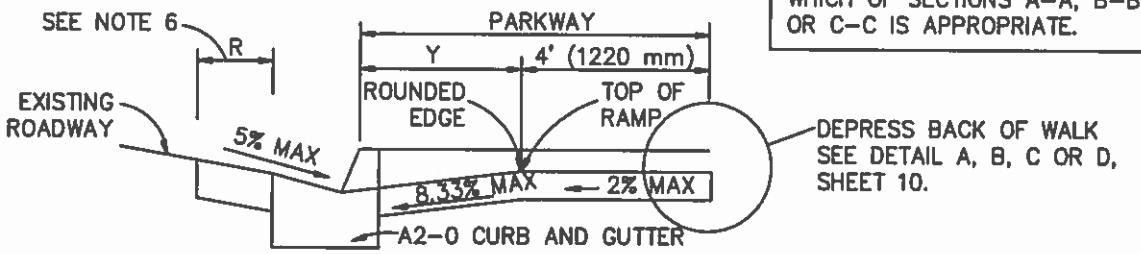
CASE E

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111-5
CURB RAMP	SHEET 6 OF 10

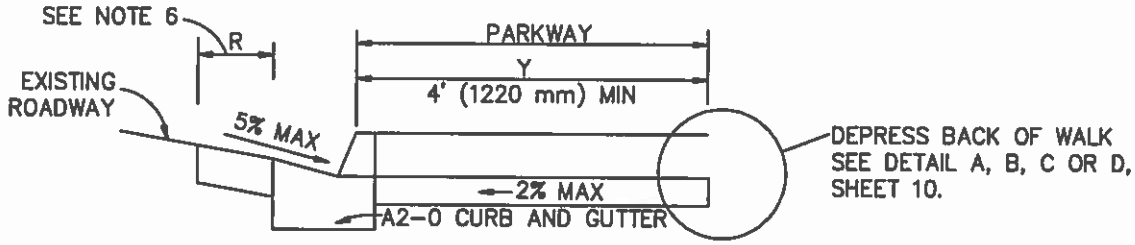


SECTION A–A

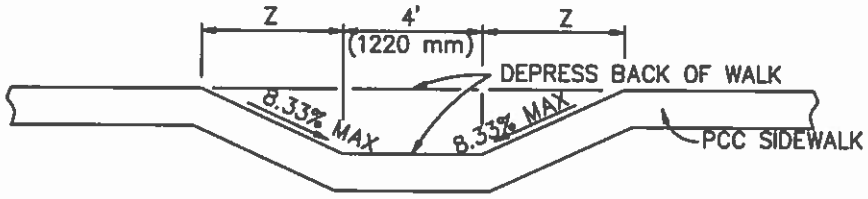
USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A–A, B–B OR C–C IS APPROPRIATE.



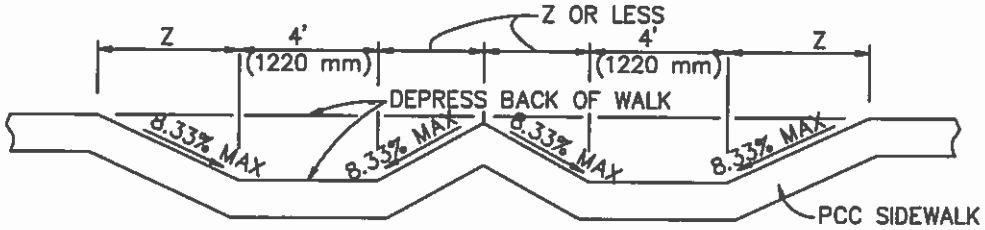
SECTION B–B



SECTION C–C



SECTION R–R



SECTION S–S

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 7 OF 10

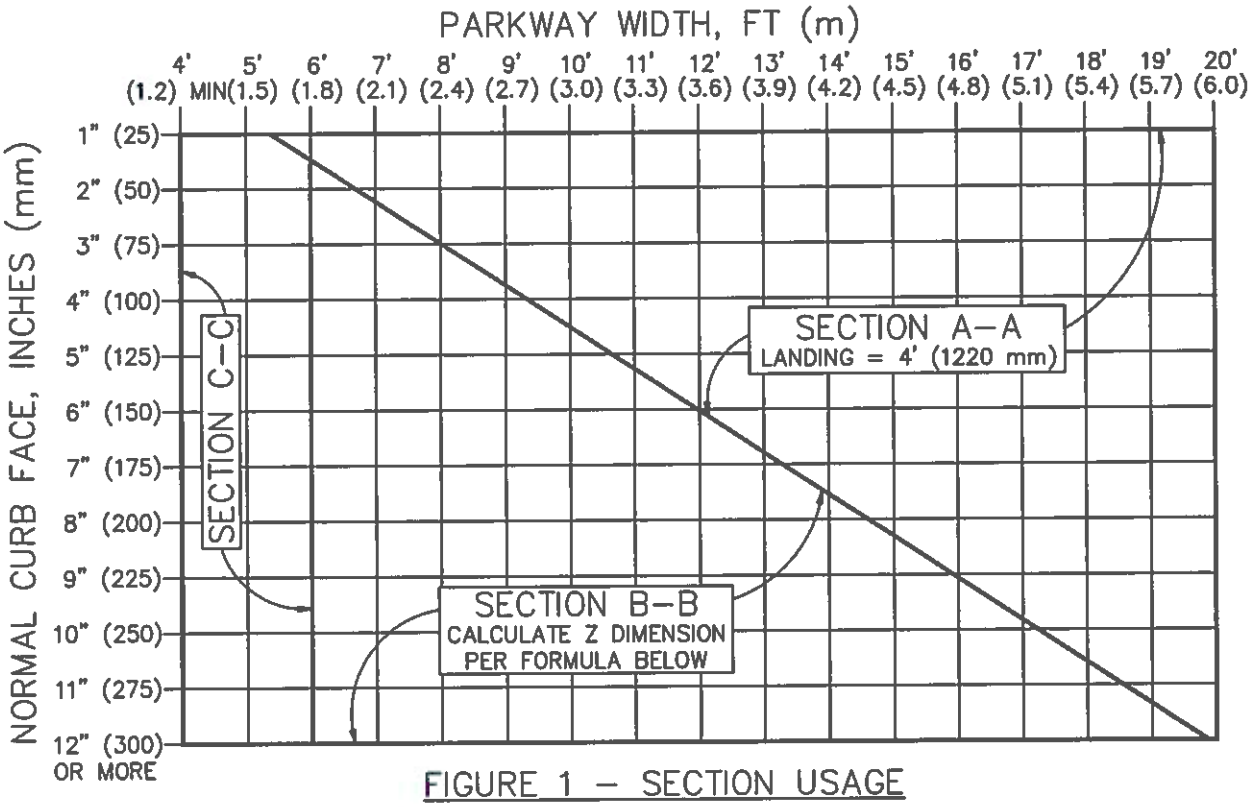


FIGURE 1 – SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y–Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 – X AND Y VALUES

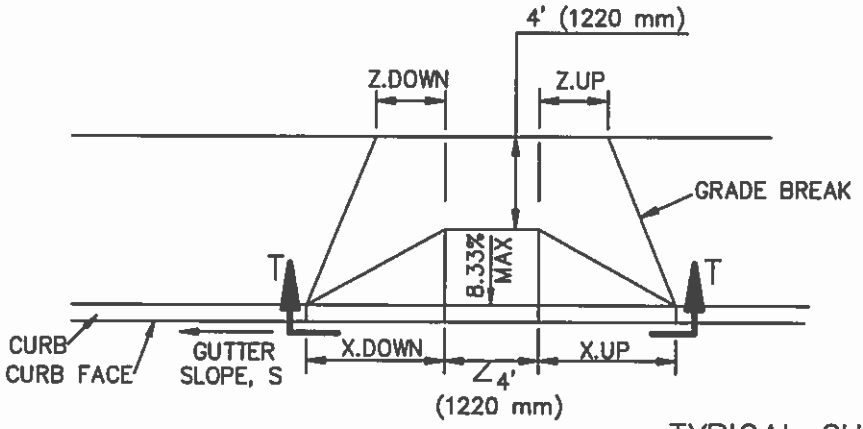
TABLE 1 REFERENCE FORMULAS:
X = CF / 8.333%
Y = CF / (8.333% – 2% WALK CROSS SLOPE)

WHERE FIGURE 1 SHOWS USE OF SECTION B–B, FIGURE Z DIMENSION AS FOLLOWS:

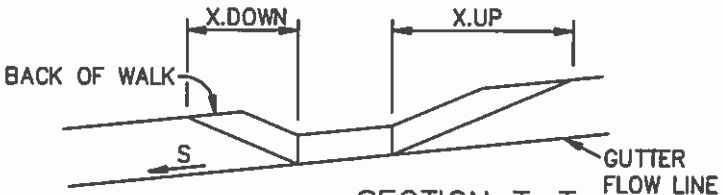
W = PARKWAY WIDTH
L = LANDING WIDTH, 4' (1220 mm) TYP
Z = [(Y+L)–W] x 0.760

IF (Y+L) < W, THEN Z = 0

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111–5
CURB RAMP	SHEET 8 OF 10



TYPICAL CURB RAMP



SECTION T–T
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

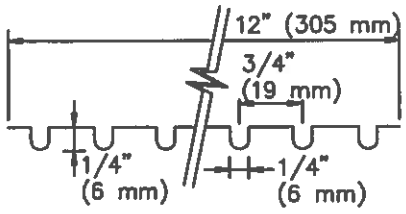
FOR EXAMPLE, X.DOWN = X x K.DOWN

S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

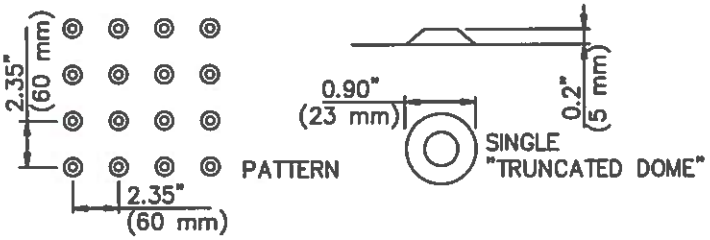
TABLE 2 – SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:
K.DOWN = 8.333% / (8.333% + S)
K.UP = 8.333% / (8.333% – S)

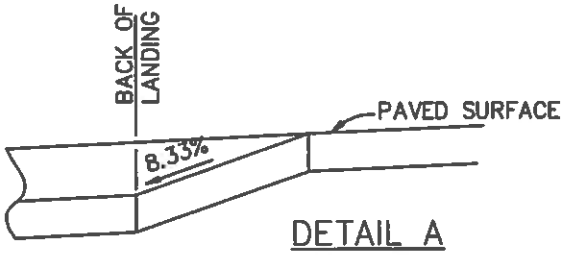
STREET SLOPE ADJUSTMENTS



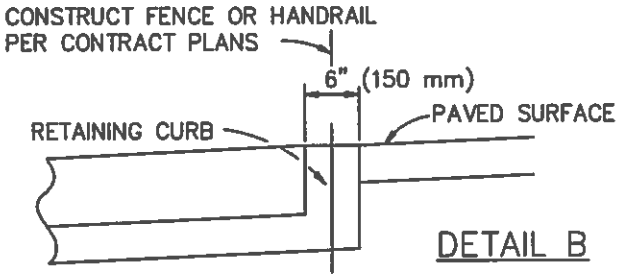
GROOVING DETAIL



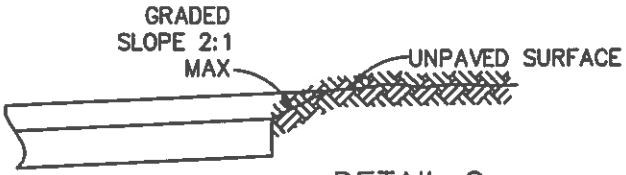
DETECTABLE WARNING DETAIL



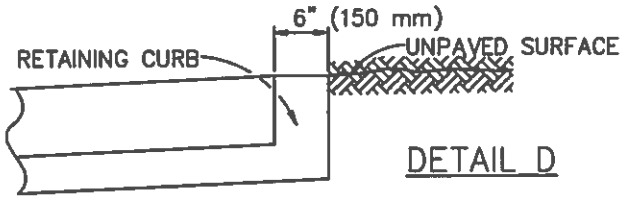
DETAIL A



DETAIL B



DETAIL C



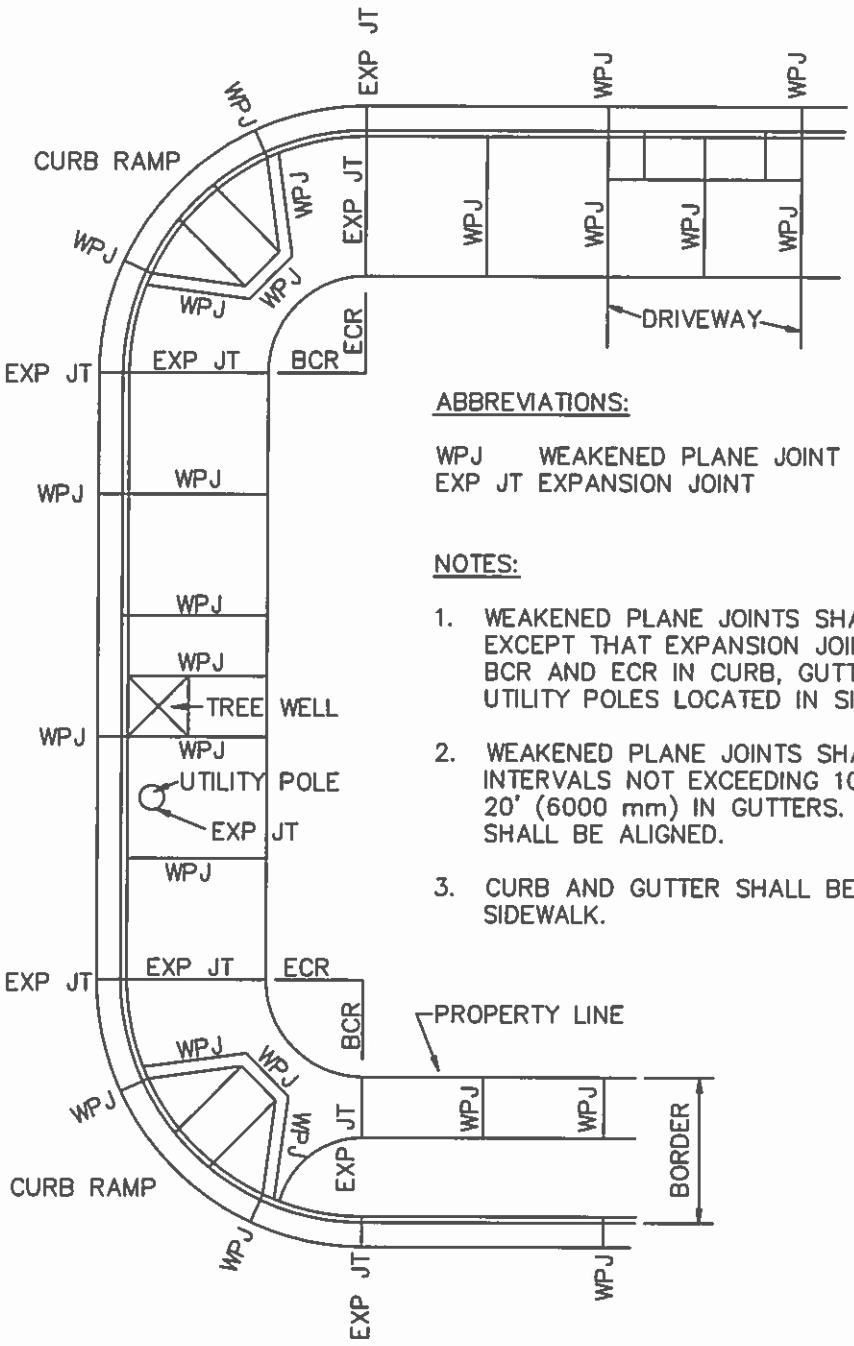
DETAIL D

GENERAL NOTES:

560-3250-C

1. CONCRETE SHALL BE CLASS ~~520-C-2500 (310-C-17)~~ CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. ANGLE = $\Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 10 OF 10



ABBREVIATIONS:

WPJ	WEAKENED PLANE JOINT	BCR	BEGINNING OF CURB RETURN
EXP JT	EXPANSION JOINT	ECR	END OF CURB RETURN

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 10' (3000 mm) IN WALKS AND 20' (6000 mm) IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1964 REV. 1996, 2009

CURB AND SIDEWALK JOINTS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

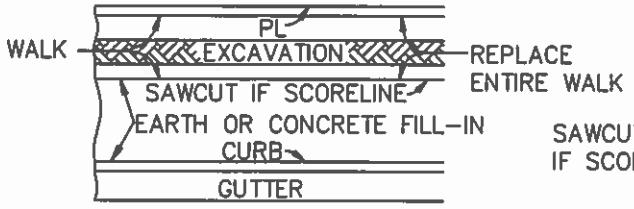
STANDARD PLAN 112-2

SHEET 1 OF 1

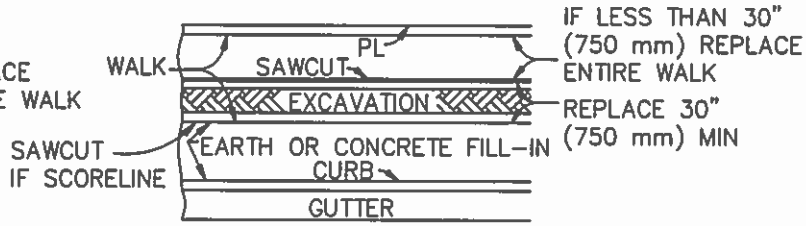
WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

WALK ADJACENT TO PROPERTY LINE

WALK LESS THAN 5' (1500 mm) WIDE



WALK 5' (1500 mm) WIDE OR MORE

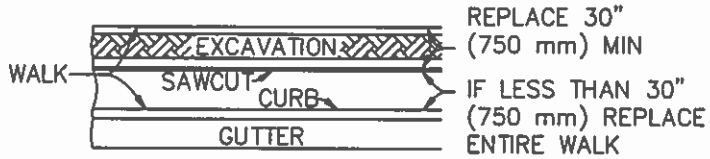


WALK ADJACENT TO CURB

WALK LESS THAN 5' (1500 mm) WIDE

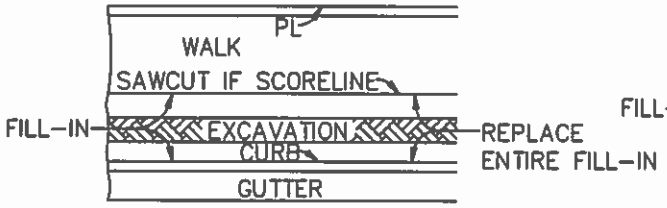


WALK 5' (1500 mm) WIDE OR MORE

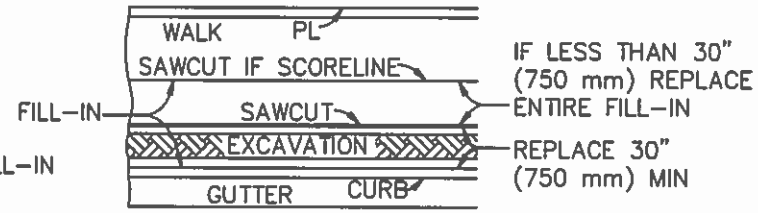


FILL-IN REPLACEMENT

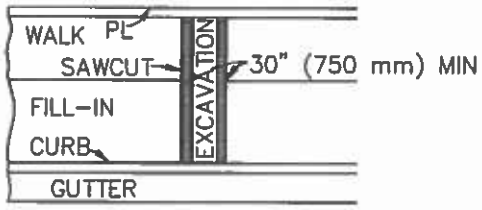
FILL-IN LESS THAN 5' (1500 mm) WIDE



FILL-IN 5' (1500 mm) WIDE OR MORE



WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1996, 2009

SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 113-2

SHEET 1 OF 2

NOTES

1. CONCRETE WALK, FILL–IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.

2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.

3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm') OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm').

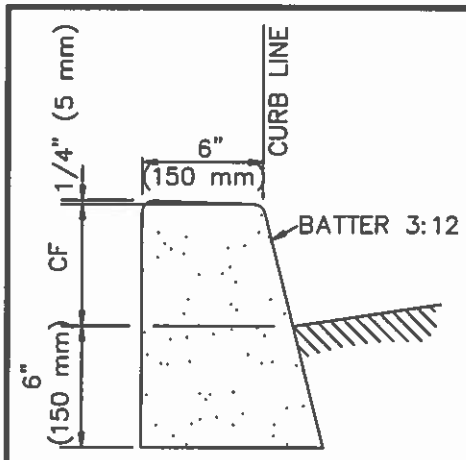
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.

5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.

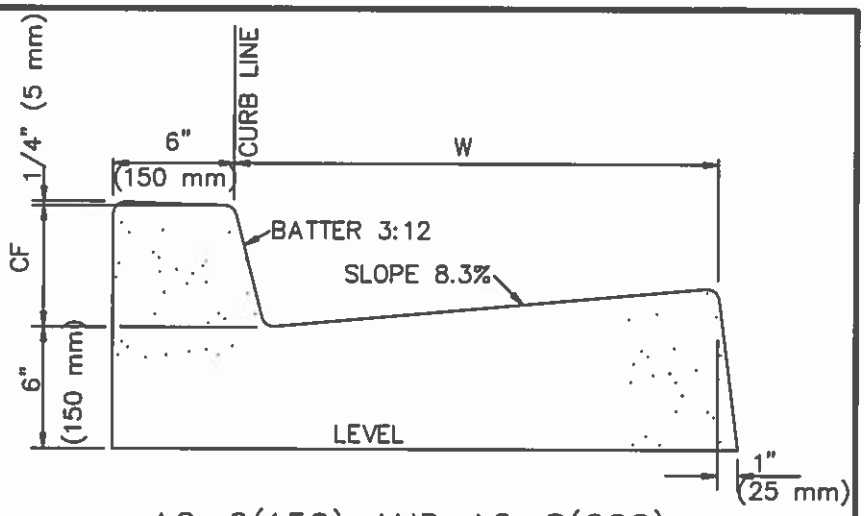
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.

7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.

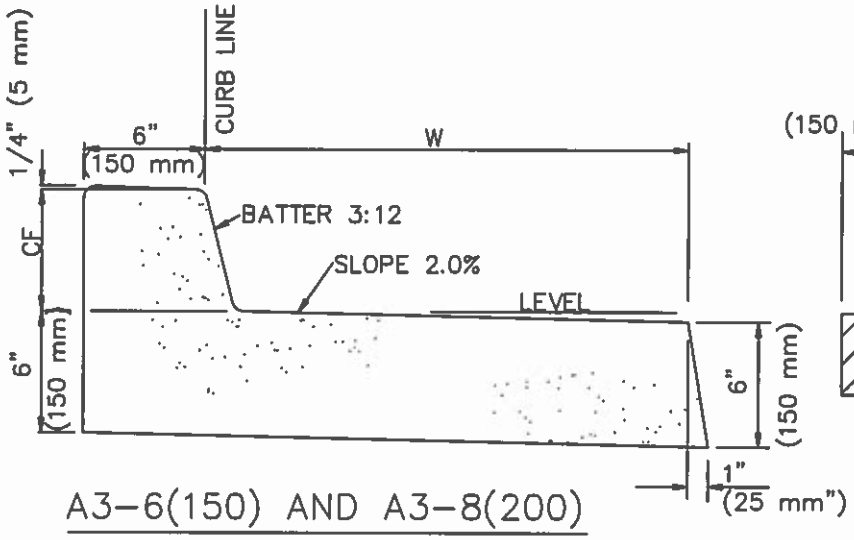
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
SIDEWALK & DRIVEWAY REPLACEMENT	**113–2**
	SHEET 2 OF 2



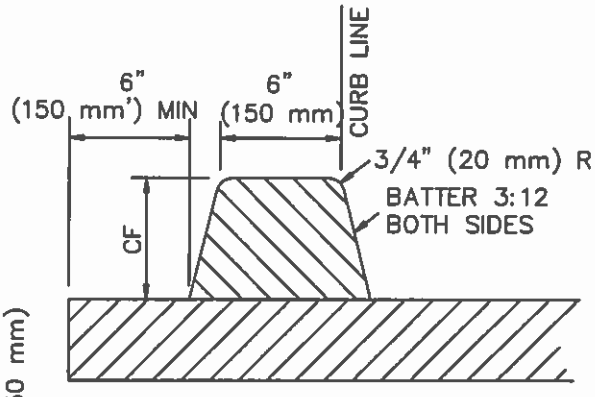
A1–6(150) AND
A1–8(200)



A2–6(150) AND A2–8(200)



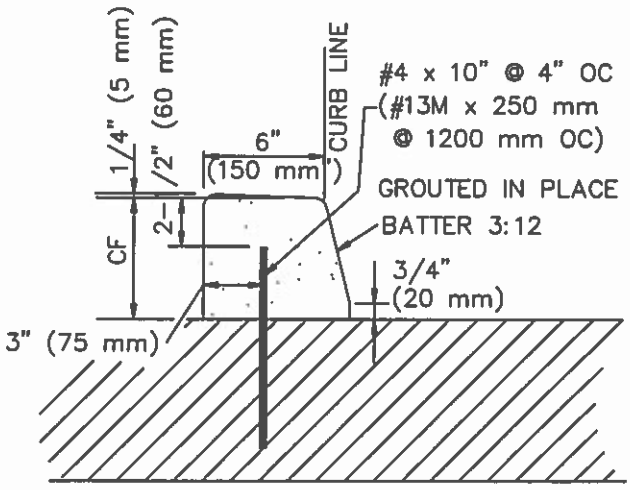
A3–6(150) AND A3–8(200)



D1–6(150) AND
D1–8(200)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C1–6(150) AND C1–8(200)

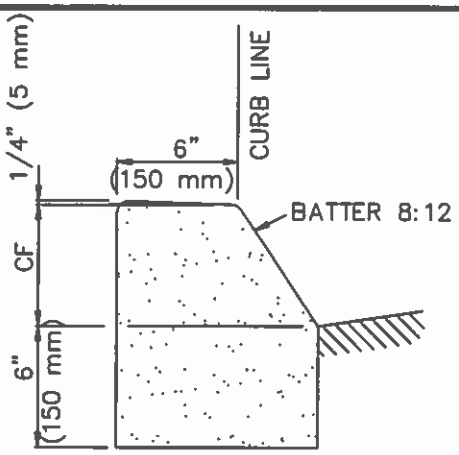
STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1964 REV. 1996, 2009

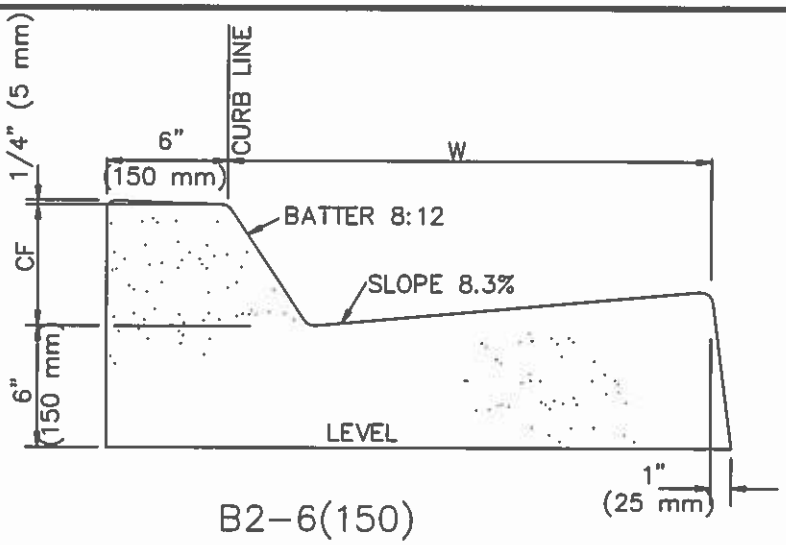
CURB AND GUTTER – BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

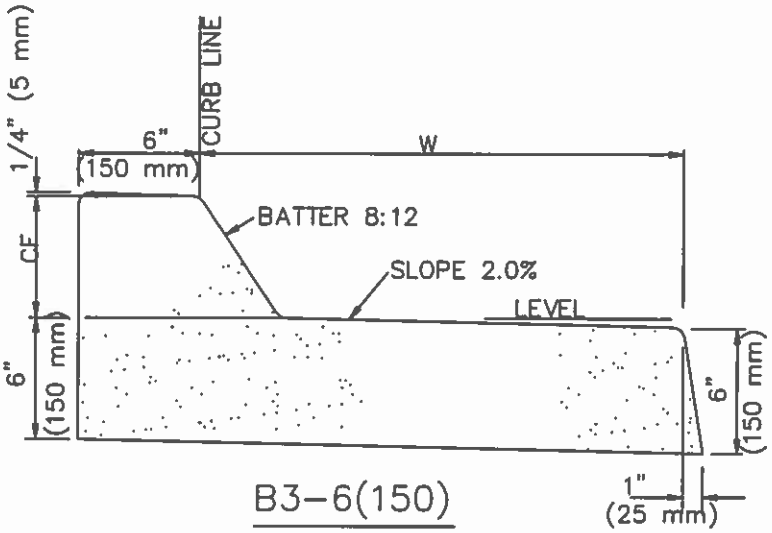
STANDARD PLAN
120–2
SHEET 1 OF 1



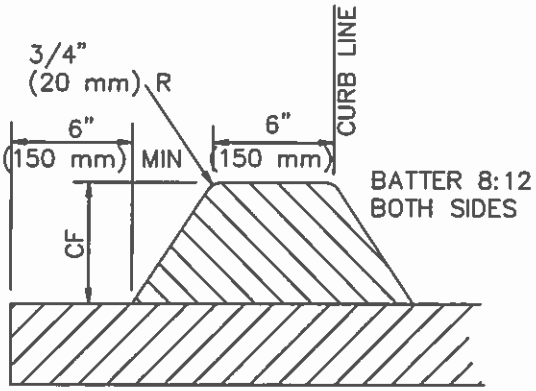
B1–6(150)



B2–6(150)



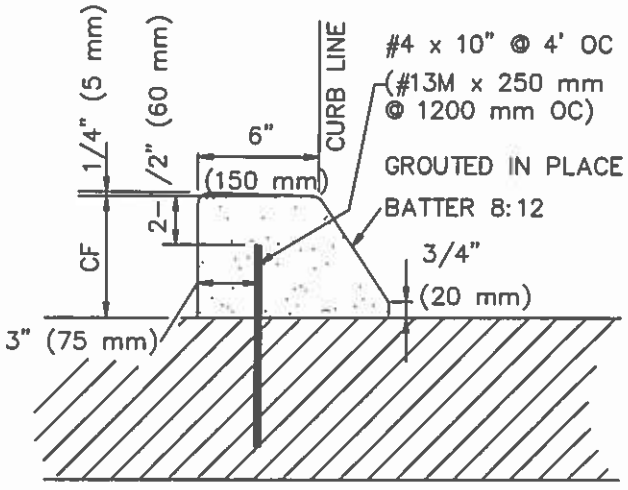
B3–6(150)



D2–6(150)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES B1, B2, B3 AND C2 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D2 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C2 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C2–6(150)

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

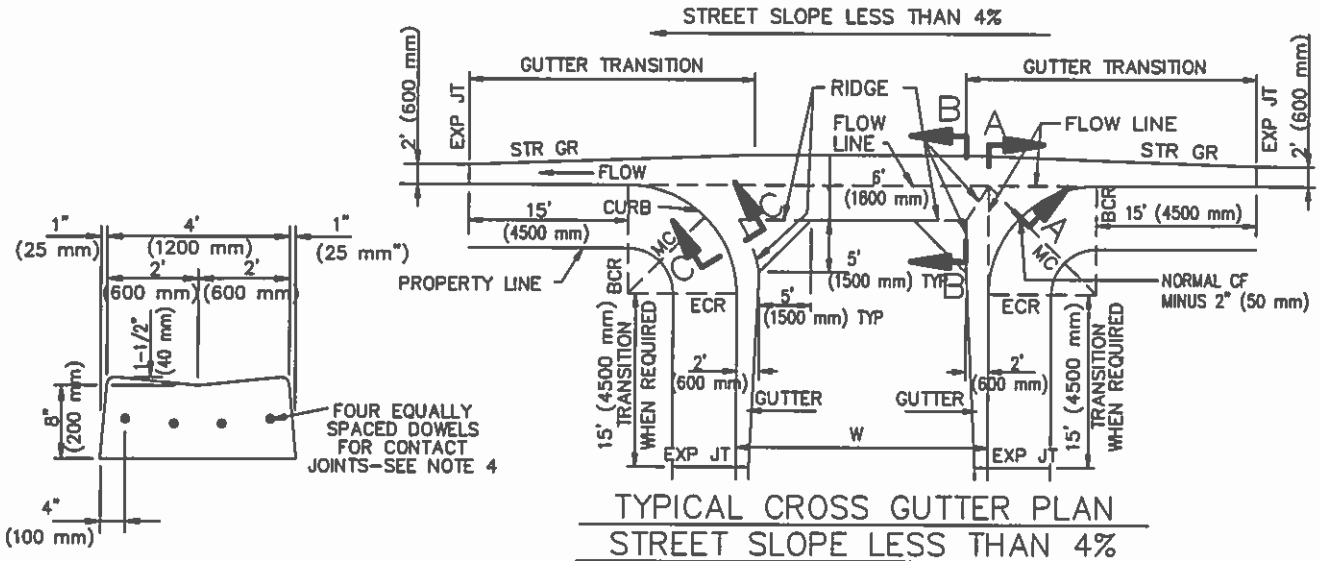
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1954 REV. 1996, 2009

CURB AND GUTTER–MOUNTABLE

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

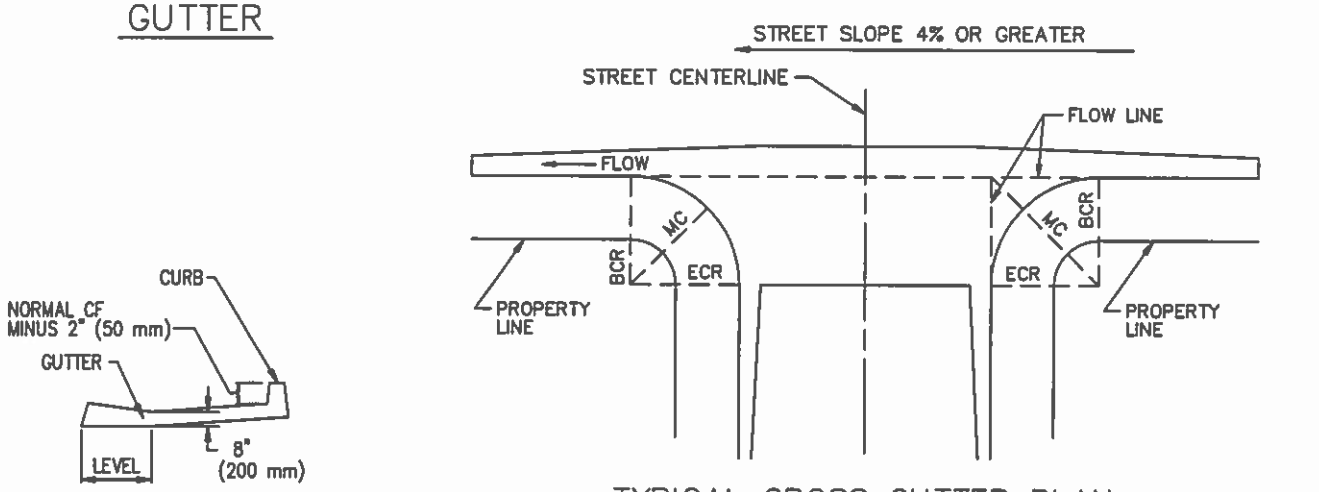
STANDARD PLAN 121–2

SHEET 1 OF 1



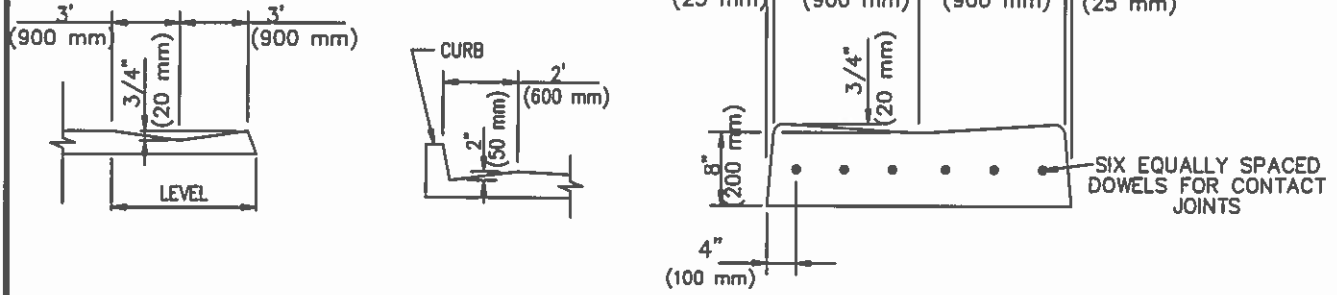
TYPICAL CROSS GUTTER PLAN
STREET SLOPE LESS THAN 4%

LONGITUDINAL GUTTER



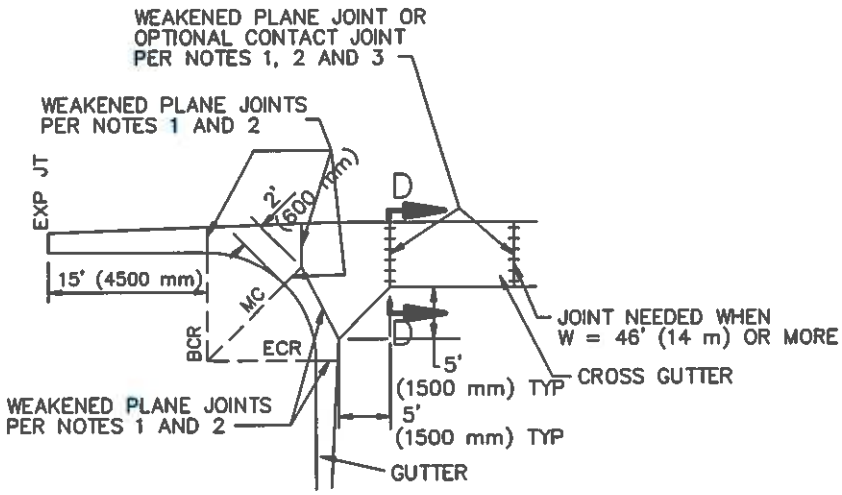
TYPICAL CROSS GUTTER PLAN
STREET SLOPE MORE THAN 4%

SECTION A–A



SECTION B–B SECTION C–C SECTION D–D

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009	**CROSS AND LONGITUDINAL GUTTERS**	STANDARD PLAN **122–2**
	USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	SHEET 1 OF 2

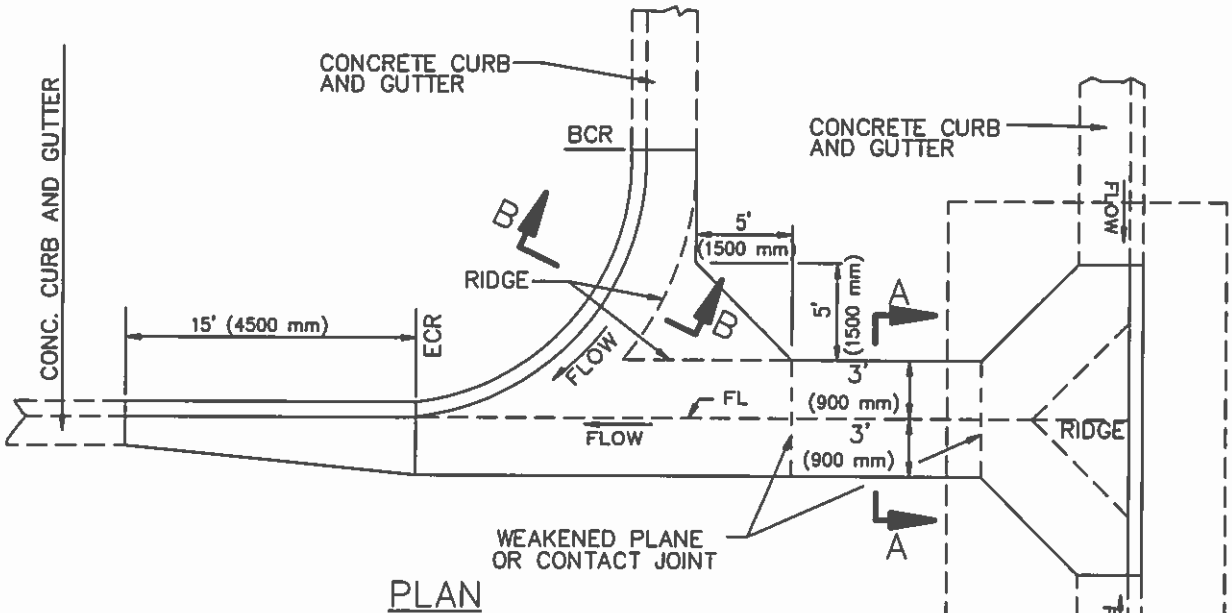


TYPICAL JOINT PLAN

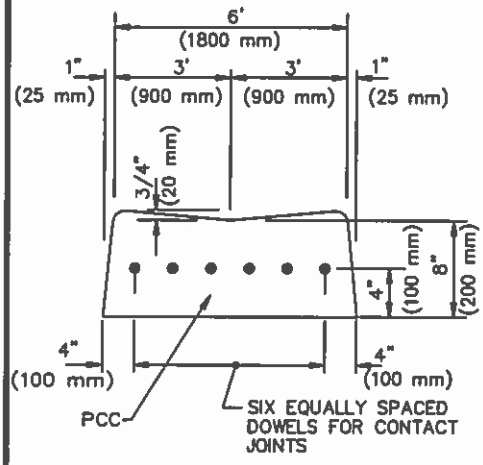
NOTES:

1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1–1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
3. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
4. PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
5. ALL EXPOSED CORNERS ON PCC GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.
7. 6-INCH THICK CLASS 2 AGGREGATE BASE SHALL BE PLACED AND COMPACTED TO 95% RELATIVE COMPACTION UNDER 8" THICK CROSS GUTTER AND SPANDRELS.

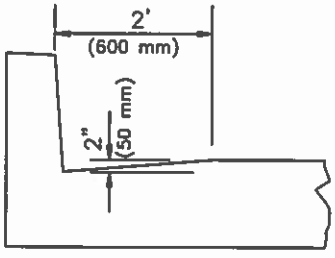
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CROSS AND LONGITUDINAL GUTTERS	**122–2**
	SHEET 2 OF 2



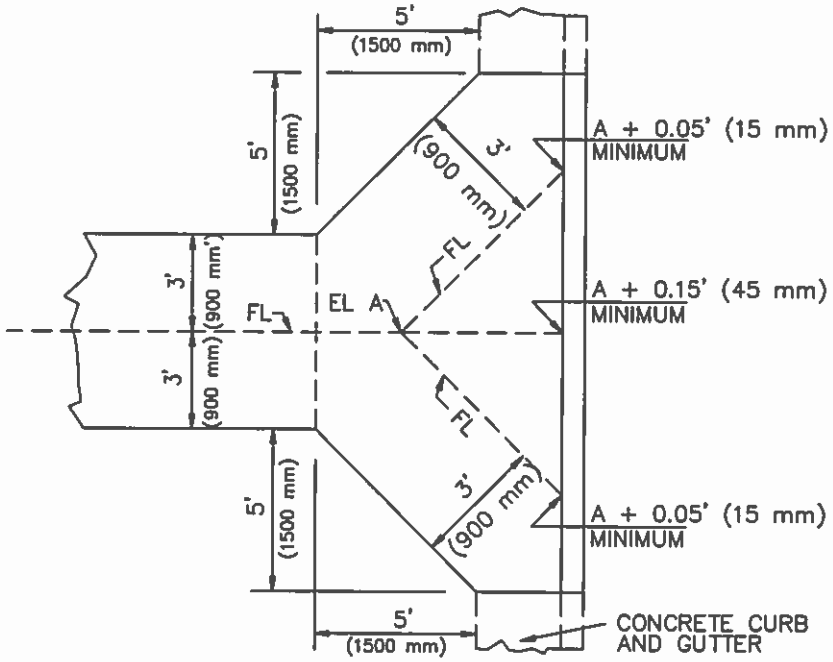
PLAN



SECTION A–A



SECTION B–B



DETAIL A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1998, 2009

CROSS GUTTER AT T INTERSECTIONS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

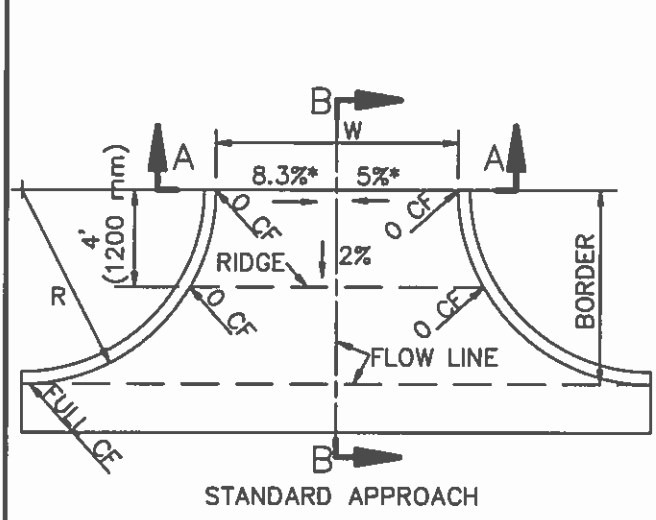
STANDARD PLAN 123–2

SHEET 1 OF 2

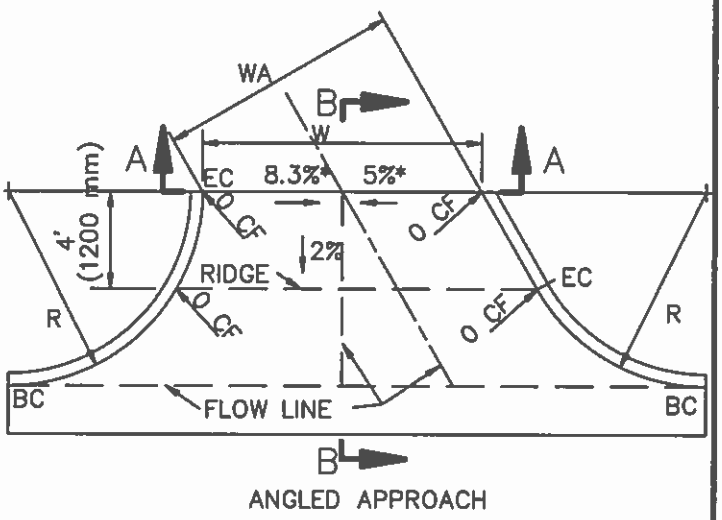
NOTES:

1. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1–1/2" (35 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
2. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
3. ALL EXPOSED CORNERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
4. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.
5. 6-INCH THICK CLASS 2 AGGREGATE BASE SHALL BE PLACED AND COMPACTED TO 95% RELATIVE COMPACTION UNDER 8" THICK CROSS GUTTER AND SPANDRELS.

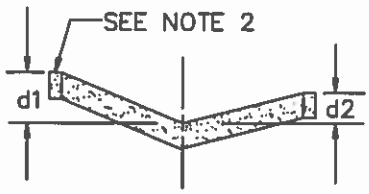
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CROSS GUTTER AT T INTERTERSECTIONS	123–2
	SHEET 2 OF 2



STANDARD APPROACH



ANGLED APPROACH



SECTION A–A



SECTION B–B

W, ft W, mm	8' (2400mm)	10' (3000mm)	15' (4500mm)	20' (6000mm)	25' (7500mm)	30' (9000mm)
d1, ft MAX	0.33' (100 mm)	0.42' (125 mm)	0.63' (188 mm)	0.83' (250 mm)	1.04' (313 mm)	1.25' (375 mm)
d2, ft MIN	0.17' (50 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)

NOTES:

1. FOR CASE A, THE RADIUS OF THE CURB RETURN, R, IS EQUAL TO THE PARKWAY WIDTH.
2. ALLEY INTERSECTION SHALL BE PCC, CLASS 520–C–2500 (310–C–17), 6" (150 mm) THICK. CURB SHALL BE INTERGRAL TYPE "A".
3. ASTERISKS, *, SHOW MAXIMUM GRADES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

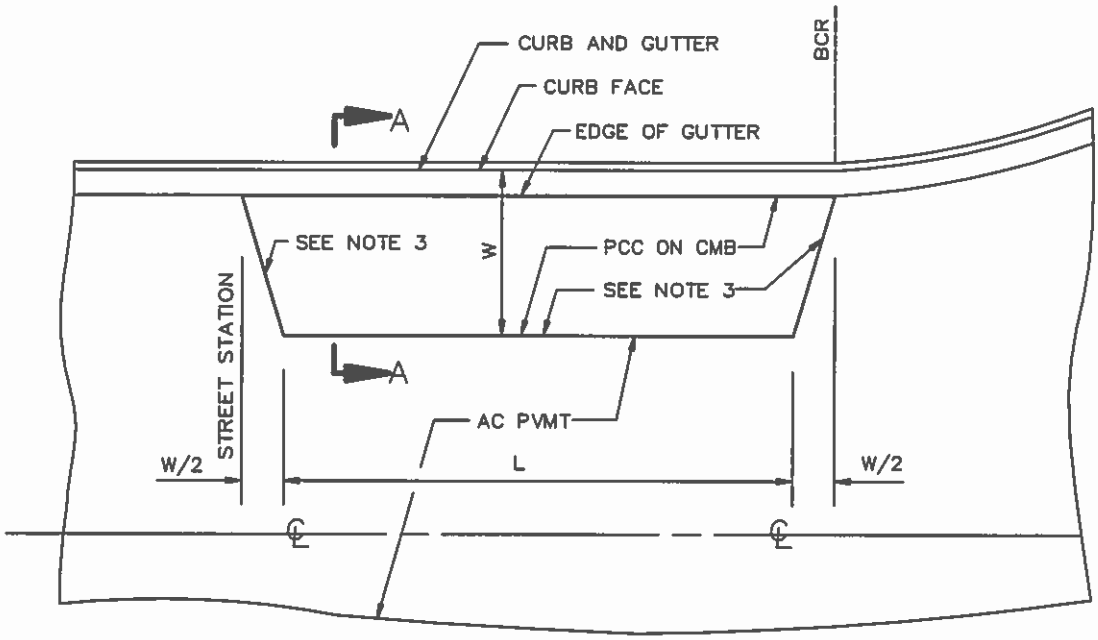
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

ALLEY INTERSECTION

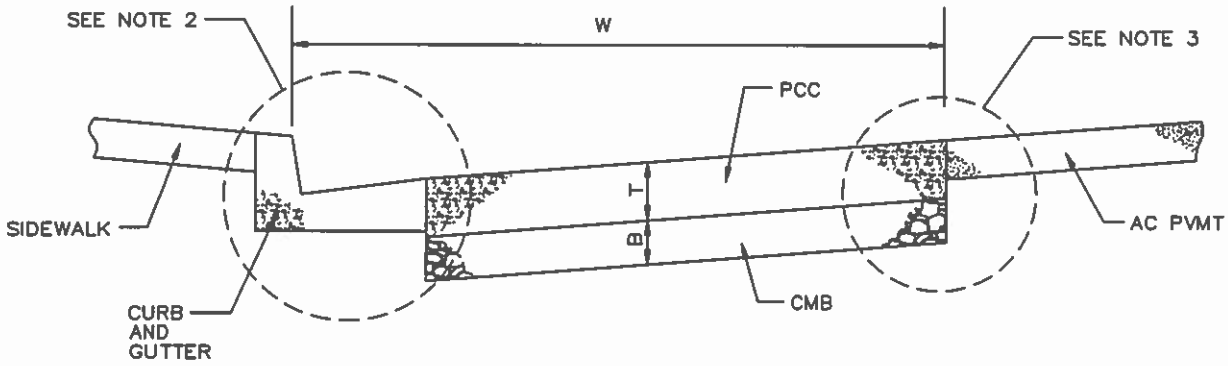
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 130–2

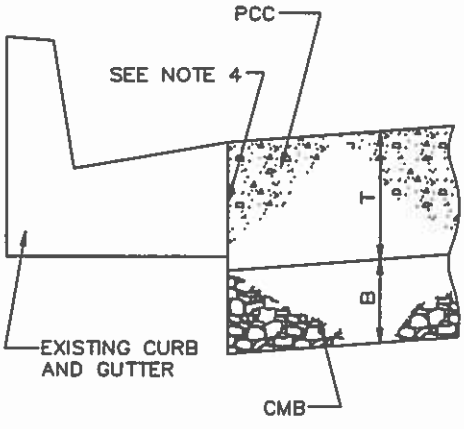
SHEET 1 OF 1



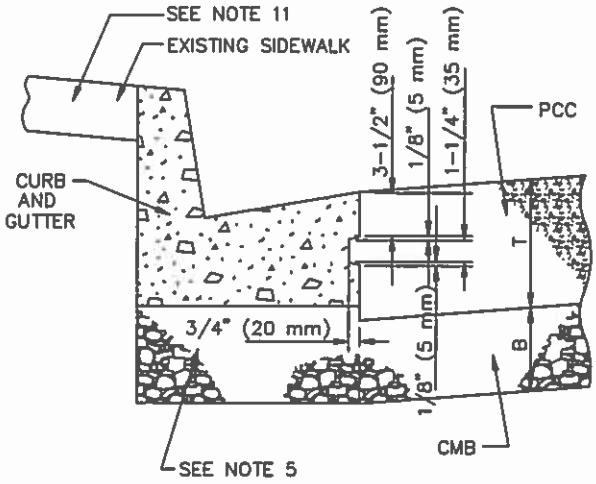
TYPICAL BUS PAD



SECTION A–A



SECTION B–B



SECTION C–C

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

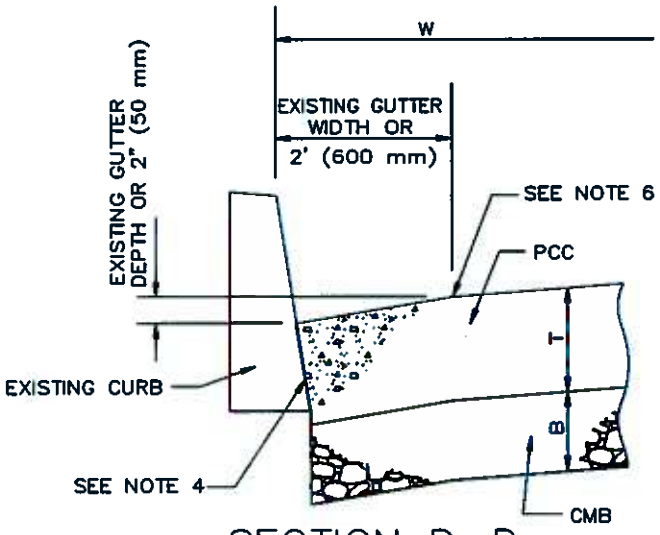
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1996, 2009

CONCRETE BUS PAD

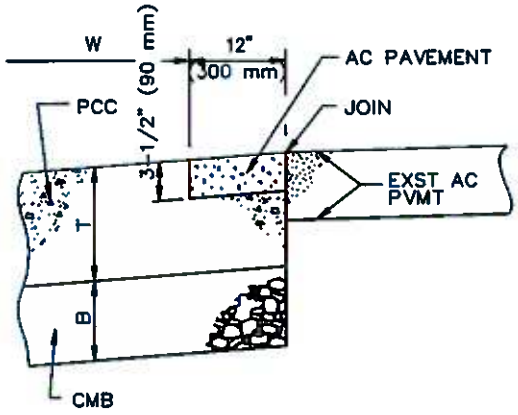
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 131–2

SHEET 1 OF 2

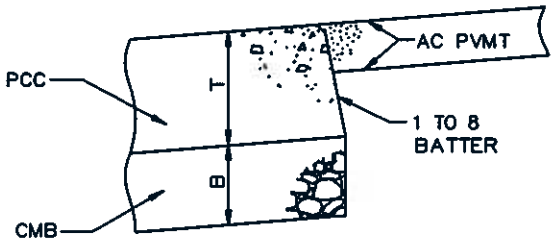


SECTION D–D



SECTION E–E

SEE NOTE 14

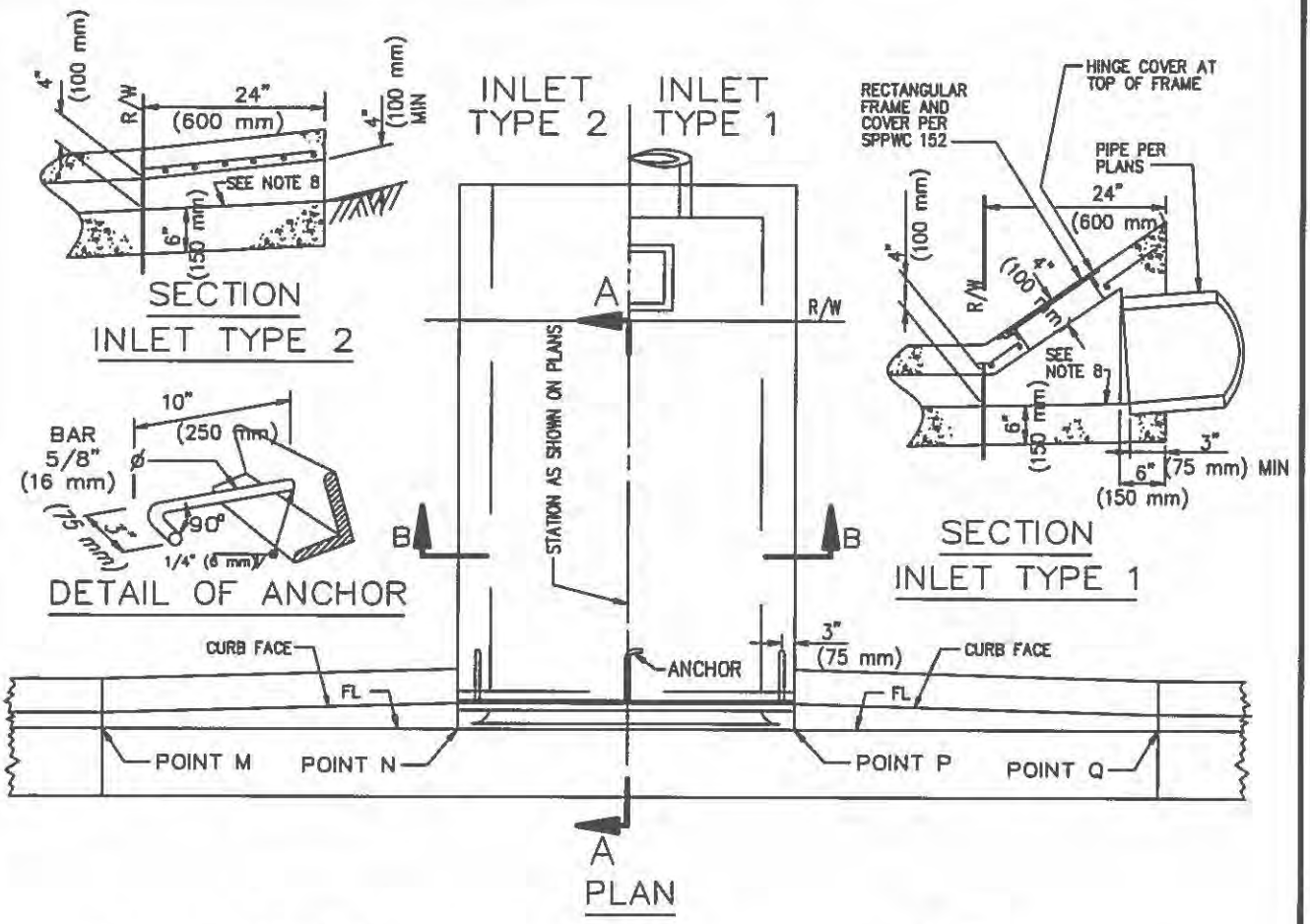


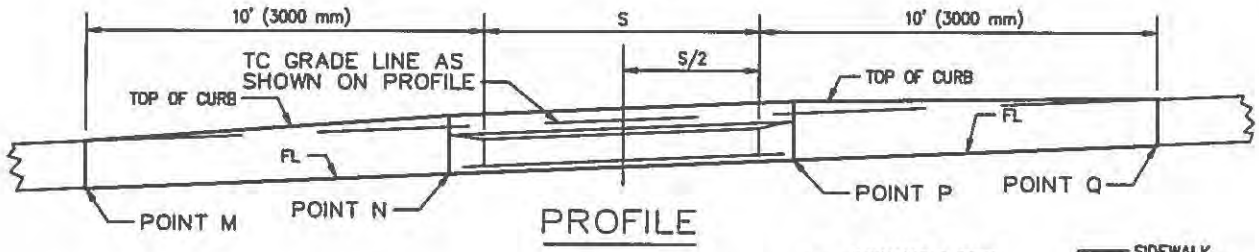
SECTION F–F

NOTES:

1. DIMENSIONS: (UNLESS OTHERWISE SHOWN)
   L = 85' (26 m) T = 8" (200 mm)
   W = 10' (3 m) B = 6" (150 mm)
2. USE SECTION B–B FOR EXISTING CURB AND GUTTER THAT IS TO REMAIN.
   USE SECTION C–C FOR NEW CURB AND GUTTER.
   USE SECTION D–D FOR EXISTING CURB THAT IS TO REMAIN.
3. USE SECTION E–E FOR EXISTING AC PAVEMENT.
   USE SECTION F–F FOR NEW AC PAVEMENT.
4. AT LOCATIONS WHERE PCC PAVEMENT WILL ABUT EXISTING CONCRETE, AN EPOXY APPROVED BY THE ENGINEER SHALL BE APPLIED TO THE EXISTING CONCRETE SURFACES PRIOR TO CONCRETE PLACEMENT.
5. IF B + T IS ≥ 300 mm (12"), CMB CHALL EXTEND UNDER NEW CURB AND GUTTER.
6. CONSTRUCT LONGITUDINAL WEAKENED–PLANE JOINT TO MATCH ADJOINING EXISTING GUTTER WIDTH, OR 2' (600 mm') IF NO ADJOINING GUTTER EXISTS.
7. USE 2"x4" (50x100) HEADER TO FORM 3–1/2" (90 mm) STEP. TOP OF HEADER SHALL BE SET TO LINE AND GRADE.
8. ALL EXPOSED PCC CORNERS SHALL BE ROUNDED WITH A 1/2" (15 m) RADIUS.
9. SURFACE OF CONCRETE SHALL HAVE A ROUGH TRANSVERSE BROOM FINISH.
10. WHERE DESIGNATED BY THE ENGINEER, UNDESIRABLE SUBGRADE MATERIAL SHALL BE REMOVED AND REPLACED WITH CMB.
11. WHERE NEW CURB AND GUTTER IS CONSTRUCTED ADJACENT TO EXISTING SIDEWALK, SIDEWALK SHALL BE REMOVED AND REPLACED TO NEAREST SCORELINE.
12. CONSTRUCT TRANSVERSE WEAKENED PLANE JOINTS IN BUS PAD PAVEMENT AT APPROX. 10' (3 m') INTERVALS.
13. CONSTRUCT TRANSVERSE WEAKENED PLANE JOINTS IN BUS PAD PAVEMENT AT ALL EXISTING CURB/CURB & GUTTER CONSTRUCTION JOINTS AND WEAKENED–PLANE JOINTS.
14. AT THE OPTION OF THE ENGINEER, THE EXISTING PAVEMENT MAY BE NEATLY SAWCUT AROUND THE DIMENSIONS OF THE BUS PAD, AND CONCRETE POURED DIRECTLY USING THE EXISTING PAVEMENT AS A FORM. THE CONCRETE EDGES SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CONCRETE BUS PAD	**131–2**
	SHEET 2 OF 2





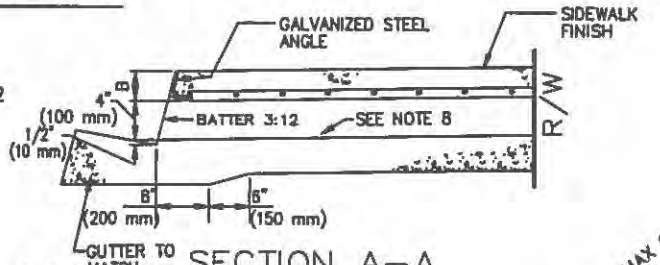
S, INCHES (mm)	J BAR SPACING
12" (300)	7" (240)
18" (450)	7" (240)
24" (600)	7" (240)
30" (750)	7" (240)
36" (900)	7" (240)
42" (1050)	6" (210)
48" (1200)	5" (180)
54" (1350)	6-1/2" (225)
60" (1500)	5" (180)
66" (1650)	4" (180)
72" (1800)	3-1/2" (120)

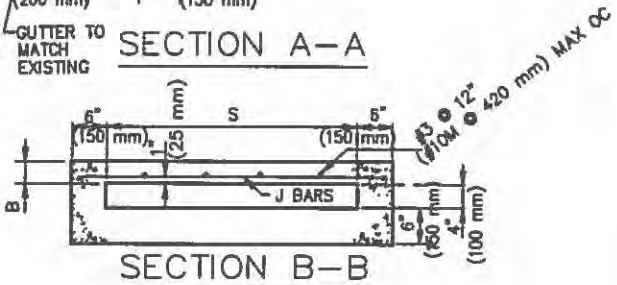
FOR S = 30" (750 mm) AND LESS, USE 2 ANCHORS. OTHERWISE, USE 3 ANCHORS.

FOR S = 48" (1200 mm) AND LESS, B = 3" (75 mm) USE 2-1/2"x2"x3/8" (64x51x9.5) GALVANIZED STEEL ANGLE.

OTHERWISE, B = 4" (100 mm).USE 3-1/2"x3"x1/2" (89x76x12.7) GALVANIZED STEEL ANGLE.

J BARS ARE #3 (#10M).





STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1996, 2009

PARKWAY DRAIN

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

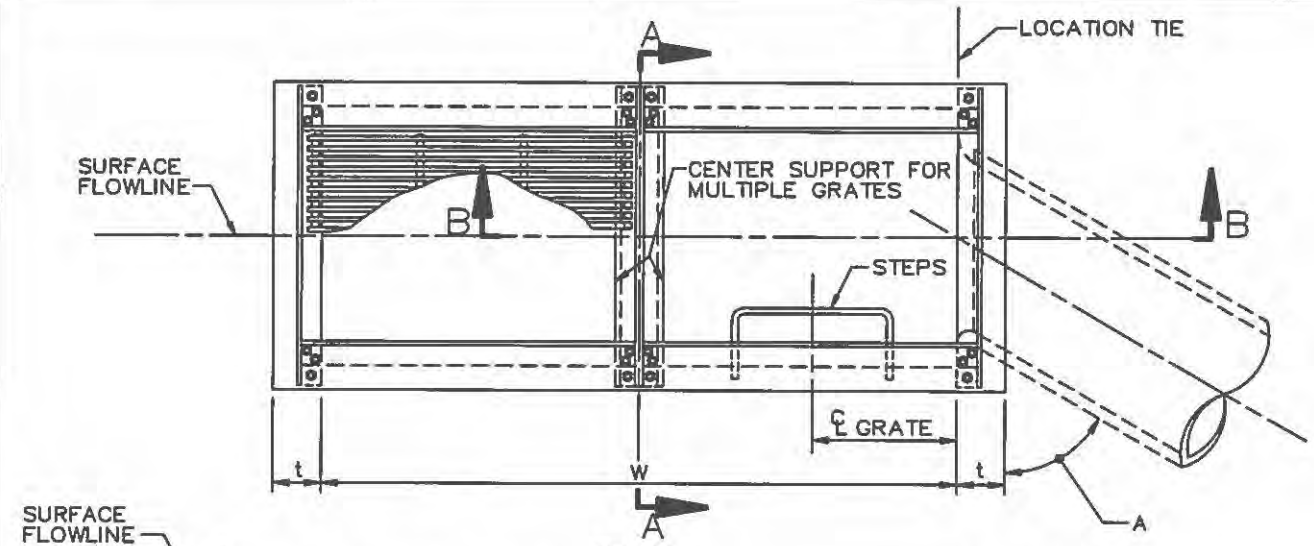
STANDARD PLAN 151-2

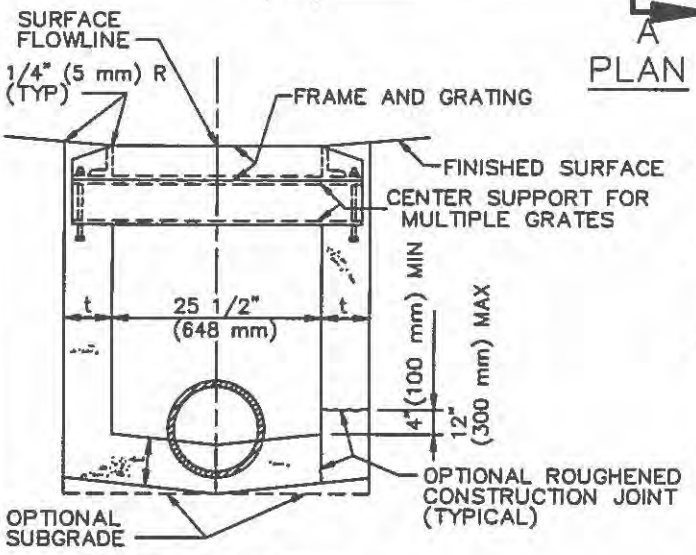
SHEET 1 OF 2

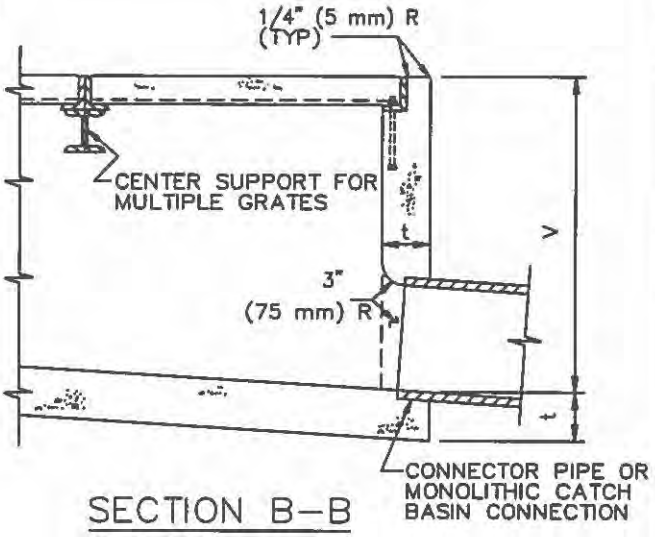
NOTES

1. FLOOR OF BOX SHALL BE TROWELED SMOOTH.
2. IF THE TOE OF SLOPE IS ALLOWED WITHIN THE R/W, INLET TYPE 1 BEGINS AT THE TOE RATHER THAN AT THE R/W LINE.
3. FOR OPEN DITCH (TYPE 2), THE 24" (600 mm) EXTENSION BEYOND THE R/W LINE IS NOT REQUIRED WHEN BACK OF WALK IS 24" (600 mm) OR MORE FROM THE R/W LINE; HOWEVER, THE PIPE SHALL EXTEND TO THE R/W LINE IN ANY EVENT.
4. TOP OF INLET STRUCTURE (TYPE 1 & 2) SHALL BE FLUSH WITH ADJACENT SURFACE WHERE PRACTICAL.
5. A HEADED STEEL STUD 5/8" x 6-3/8" WITH A 1" HEAD (16 x 160 mm, 25 mm HEAD) ATTACHED BY A FULL PENETRATION BUTT WELD MAY BE USED AS AN ALTERNATE ANCHOR.
6. NORMAL CURB FACE AT POINT M AND Q. CURB FACE IS B + 5" (125 mm) AT POINT N AND P.
7. THE 3" (75 mm) LEG OF THE 5/8" (16 mm) DIA ANCHORS SHALL BE PARALLEL TO THE TOP OF SIDEWALK.
8. SLOPE = 2.0%.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
PARKWAY DRAIN	**151-2**
	SHEET 2 OF 2







STRUCTURAL DATA			
WALL AND SLAB DIMENSIONS AND REINFORCEMENT REQUIREMENTS			
NO. OF GRATES	MAX V	t	REINFORCEMENT FOR WALLS AND SLABS
1–2	4' (1.2 m)	6" (150 mm)	NOT REQUIRED
1–2	8' (2.4 m)	8" (200 mm)	
1–2	10' (3.0 m)	10" (250 mm)	
1–2	12' (3.5 m)	10" (250 mm)	REQUIRED
3–4	4' (1.2 m)	6" (150 mm)	NOT REQUIRED
3–4	7' (2.0 m)	8" (200 mm)	
3–4	8' (2.4 m)	8" (200 mm)	REQUIRED
3–4	12' (3.5 m)	10" (250 mm)	
5–6	4' (1.2 m)	6" (150 mm)	NOT REQUIRED
5–6	6' (1.8 m)	8" (200 mm)	
5–6	8' (2.4 m)	8" (200 mm)	REQUIRED
5–6	12' (3.5 m)	10" (250 mm)	
> 6	4' (1.2 m)	6" (150 mm)	
> 6	8' (2.4 m)	8" (200 mm)	
> 6	12' (3.5 m)	10" (250 mm)	

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS, INC., GREENBOOK COMMITTEE 1984 REV. 1992, 1996, 2009

GRATING CATCH BASIN–ALLEY (LONGITUDINAL)

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 304–3

SHEET 1 OF 2

NOTES:

1. ALL CURVED CONCRETE SURFACES SHALL BE FORMED BY CURVED FORMS, AND SHALL NOT BE SHAPED BY PLASTERING.
2. ONE GRATING IS REQUIRED UNLESS OTHERWISE SHOWN ON THE PLANS.
3. FLOOR OF BASIN SHALL BE GIVEN A STEEL TROWEL FINISH AND SHALL HAVE A LONGITUDINAL AND LATERAL SLOPE OF 1:12 MINIMUM AND 1:3 MAXIMUM, EXCEPT WHERE THE SURFACE GRADE EXCEEDS 8%, IN WHICH CASE THE LONGITUDINAL SLOPE OF THE FLOOR SHALL BE THE SAME AS THE SURFACE GRADE, SLOPE FLOOR FROM ALL DIRECTIONS TO THE OUTLET.
4. DIMENSIONS:

   B = 3'–6" (1.0 m)

   V_U = THE DEPTH AT THE UPSTREAM END OF THE BASIN AND SHALL BE DETERMINED BY THE REQUIREMENTS OF NOTE 3, BUT SHALL NOT BE LESS THAN 2.5' (750 mm).

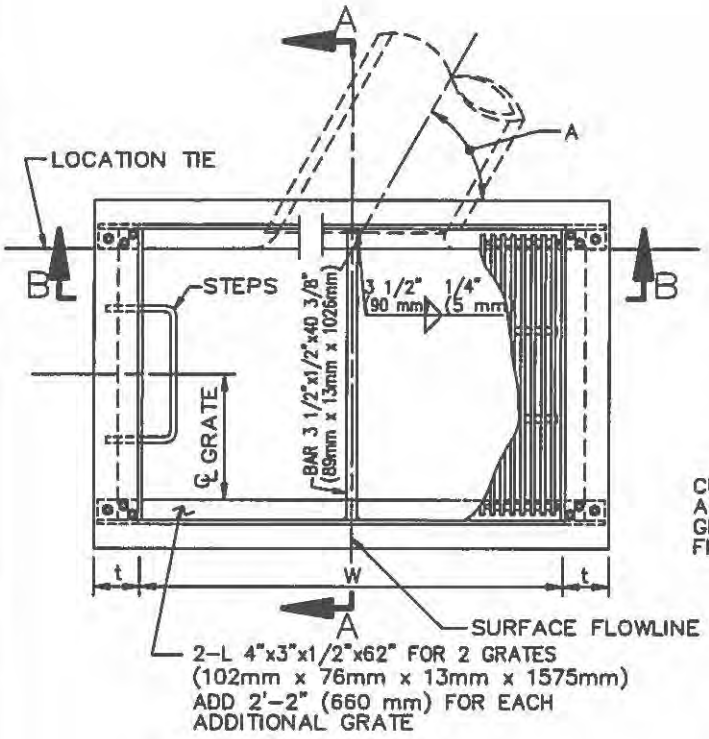
   V_I = THE DEPTH AT THE INVERT OF THE INLET. NOTED ON THE PLANS.

   W = 2'–11 3/8" (900 mm) FOR ONE GRATING; ADD 3'–5 3/8" (1051 mm) FOR EACH ADDITIONAL GRATING.

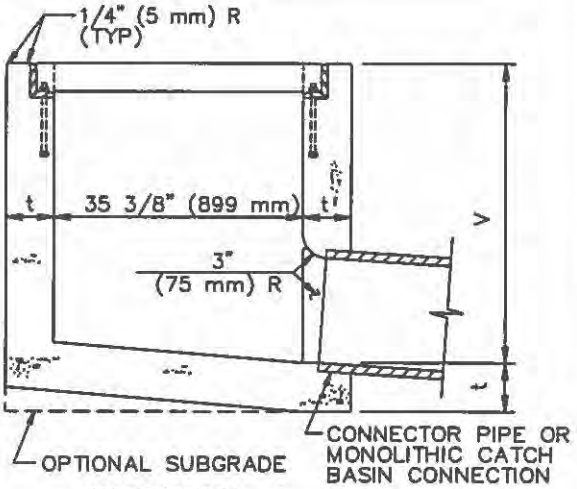
   A = THE ANGLE, IN DEGREES, INTERCEPTED BY THE CENTERLINE OF THE CONNECTOR PIPE AND THE CATCH BASIN WALL TO WHICH THE CONNECTOR PIPE IS ATTACHED.

5. PLACE CONNECTOR PIPES AS INDICATED ON THE PLANS. UNLESS OTHERWISE SPECIFIED, THE CONNECTOR PIPE SHALL BE LOCATED AT THE DOWNSTREAM END OF THE BASIN. WHERE THE CONNECTOR PIPE IS SHOWN AT A CORNER, THE CENTERLINE OF THE PIPE SHALL INTERSECT THE INSIDE CORNER OF THE BASIN. THE PIPE MAY BE CUT AND TRIMMED AT A SKEW NECESSARY TO INSURE MINIMUM 3" (80 mm) PIPE EMBEDMENT, ALL AROUND, WITHIN THE CATCH BASIN WALL, AND 3" (75 mm) RADIUS OF ROUNDING OF STRUCTURE CONCRETE, ALL AROUND, ADJACENT TO PIPE ENDS. A MONOLITHIC CATCH BASIN CONNECTION SHALL BE USED TO JOIN THE CONNECTOR PIPE TO THE CATCH BASIN WHENEVER ANGLE "A" IS LESS THAN 70° OR GREATER THAN 110°, OR WHENEVER THE CONNECTOR PIPE IS LOCATED IN A CORNER. THE OPTIONAL USE OF A MONOLITHIC CATCH BASIN CONNECTION IN ANY CASE IS PERMITTED. MONOLITHIC CATCH BASIN CONNECTIONS MAY BE CONSTRUCTED TO AVOID CUTTING STANDARD LENGTHS OF PIPE.
6. STEPS SHALL BE LOCATED AS SHOWN. IF THE CONNECTOR PIPE INTERFERES WITH THE STEPS, THEY SHALL BE LOCATED ON THE OPPOSITE WALL AT THE CENTERLINE OF THE DOWNSTREAM GRATING. STEPS SHALL BE BE SPACED 12" (300 mm) APART. THE TOP STEP SHALL BE 7" (175 mm) BELOW THE TOP OF THE GRATING AND PROJECT 2 1/2" (65 mm). ALL OTHER STEPS SHALL PROJECT 5" (130 mm).
7. THE FOLLOWING SPPWC ARE INCORPORATED HEREIN:
   - 308 MONOLITHIC CATCH BASIN CONNECTION
   - 309 CATCH BASIN REINFORCEMENT
   - 311 FRAME AND GRATING FOR CATCH BASINS
   - 635 STEEL STEP
   - 636 POLYPROPYLENE PLASTIC STEP

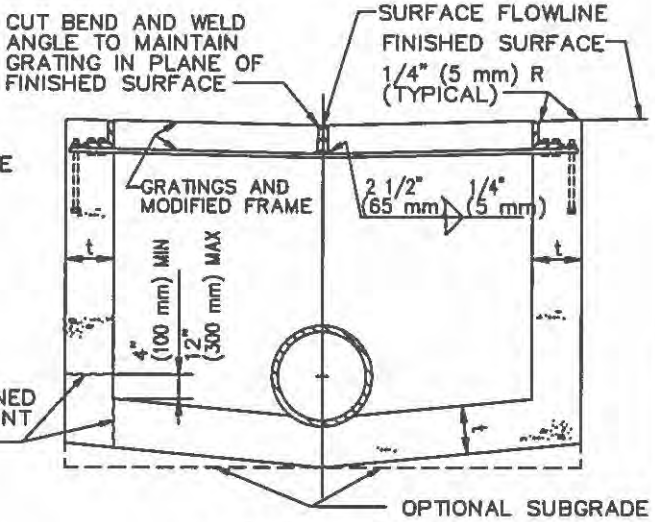
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
GRATING CATCH BASIN–ALLEY (LONGITUDINAL)	**304–3**
	SHEET 2 OF 2



PLAN



SECTION A–A



SECTION B–B

STRUCTURAL DATA			
WALL AND SLAB DIMENSIONS AND REINFORCEMENT REQUIREMENTS			
NO. OF GRATES	MAX V	t	REINFORCEMENT FOR WALLS AND SLABS
2–3	4' (1.2 m)	6" (150 mm)	NOT REQUIRED
2–3	8' (2.4 m)	8" (200 mm)	
2–3	10' (3.0 m)	10" (250 mm)	
2–3	12' (3.5 m)	10" (250 mm)	REQUIRED
4–6	4' (1.2 m)	6" (150 mm)	NOT REQUIRED
4–6	7' (2.0 m)	8" (200 mm)	
4–6	8' (2.4 m)	8" (200 mm)	REQUIRED
4–6	12' (3.5 m)	10" (250 mm)	
7–9	4' (1.2 m)	6" (150 mm)	NOT REQUIRED
7–9	6' (1.8 m)	8" (200 mm)	
7–9	8' (2.4 m)	8" (200 mm)	REQUIRED
7–9	12' (3.5 m)	10" (250 mm)	
> 9	4' (1.2 m)	6" (150 mm)	
> 9	8' (2.4 m)	8" (200 mm)	
> 9	12' (3.5 m)	10" (250 mm)	

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS, INC., GREENBOOK COMMITTEE 1984 REV. 1992, 1996, 2009

GRATING CATCH BASIN – ALLEY (TRANSVERSE)

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 305–3

SHEET 1 OF 2

NOTES:

1. ALL CURVED CONCRETE SURFACES SHALL BE FORMED BY CURVED FORMS, AND SHALL NOT BE SHAPED BY PLASTERING.
2. TWO GRATINGS ARE REQUIRED UNLESS OTHERWISE SHOWN ON THE PLANS.
3. FLOOR OF BASIN SHALL BE GIVEN A STEEL TROWEL FINISH AND SHALL HAVE A LONGITUDINAL AND LATERAL SLOPE OF 1:12 MINIMUM AND 1:3 MAXIMUM. SLOPE FLOOR FROM ALL DIRECTIONS TO THE OUTLET.
4. DIMENSIONS:

   V = 3'–6" (1.0 m)

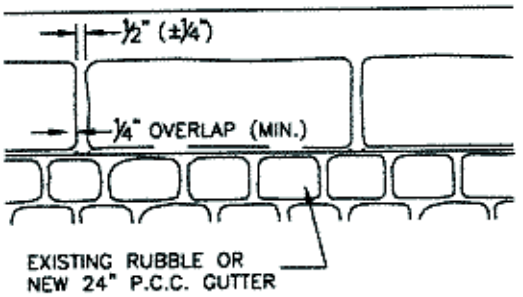
   V_I = THE DEPTH AT THE INVERT OF THE INLET. NOTED ON THE PLANS.

   W = 4'–3 1/2" (1308 mm) FOR TWO GRATINGS; ADD 2'–2" (660 mm) FOR EACH ADDITIONAL GRATING.

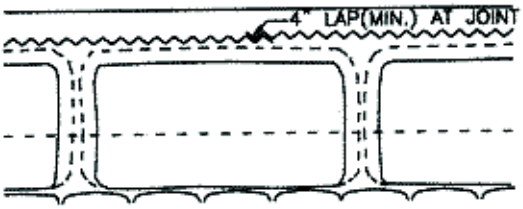
   A = THE ANGLE, IN DEGREES, INTERCEPTED BY THE CENTERLINE OF THE CONNECTOR PIPE AND THE CATCH BASIN WALL TO WHICH THE CONNECTOR PIPE IS ATTACHED.
5. PLACE CONNECTOR PIPES AS INDICATED ON THE PLANS. UNLESS OTHERWISE SPECIFIED, THE CONNECTOR PIPE SHALL BE LOCATED AT THE DOWNSTREAM END OF THE BASIN. WHERE THE CONNECTOR PIPE IS SHOWN AT A CORNER, THE CENTERLINE OF THE PIPE SHALL INTERSECT THE INSIDE CORNER OF THE BASIN. THE PIPE MAY BE CUT AND TRIMMED AT A SKEW NECESSARY TO INSURE MINIMUM 3" (80 mm) PIPE EMBEDMENT, ALL AROUND, WITHIN THE CATCH BASIN WALL, AND 3" (75 mm) RADIUS OF ROUNDING OF STRUCTURE CONCRETE, ALL AROUND, ADJACENT TO PIPE ENDS. A MONOLITHIC CATCH BASIN CONNECTION SHALL BE USED TO JOIN THE CONNECTOR PIPE TO THE CATCH BASIN WHENEVER ANGLE "A" IS LESS THAN 70° OR GREATER THAN 110°, OR WHENEVER THE CONNECTOR PIPE IS LOCATED IN A CORNER. THE OPTIONAL USE OF A MONOLITHIC CATCH BASIN CONNECTION IN ANY CASE IS PERMITTED. MONOLITHIC CATCH BASIN CONNECTIONS MAY BE CONSTRUCTED TO AVOID CUTTING STANDARD LENGTHS OF PIPE.
6. STEPS SHALL BE LOCATED AS SHOWN. IF THE CONNECTOR PIPE INTERFERES WITH THE STEPS, THEY SHALL BE LOCATED ON THE OPPOSITE WALL. STEPS SHALL BE SPACED 300 mm (12") APART. THE TOP STEP SHALL BE 7" (175 mm) BELOW THE TOP OF THE GRATING AND PROJECT 2–1/2" (65 mm). ALL OTHER STEPS SHALL PROJECT 5" (130 mm).
7. THE FOLLOWING SPPWC ARE INCORPORATED HEREIN:

   308 MONOLITHIC CATCH BASIN CONNECTION
   309 CATCH BASIN REINFORCEMENT
   311 FRAME AND GRATING FOR CATCH BASINS
   635 STEEL STEP
   636 POLYPROPYLENE PLASTIC STEP

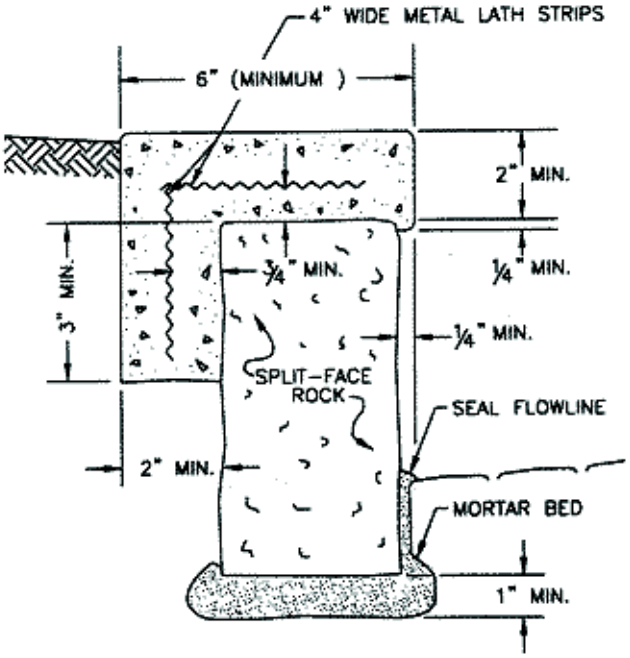
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
GRATING CATCH BASIN – ALLEY (TRANSVERSE)	**305–3** SHEET 2 OF 2



TOP VIEW



FRONT VIEW



CROSS SECTION OF ROCK CURB

SPECIFICATIONS

1. Description – This work shall consist of placing split–faced rock in cement mortar beds and placing of mortar caps at locations as shown on the plans or as directed by the Engineer and as specified in these specifications and the special provisions.
2. Rock – Rock for use in split–face rock curbs shall be existing split–face rock or new rock as may be required. Rock shall be clean, hard, durable and free from seams and other imperfections. Rock shall be of uniform shape and size. Any new rock used shall be approved by the Engineer prior to use.
3. Mortar – Mortar for bedding and finishing of split–face rock curb shall be class "C" mortar consisting of one part by volume of portland cement to two parts by volume of clean, fine aggregate. Hydrated lime, to the extent of 10% by volume of the cement may be added to the mortar. Hydrated lime shall be treated as an addition and not as replacing any cement. Mortar may be mixed in either a mixing machine or by hand. If mixed by hand, the fine aggregate, cement and lime shall be mixed dry until the mixture assumes uniform color. Water shall then be added at sufficient quantities to produce a mixture workable for the intended use. Mortar shall be used within one hour after water has been added and shall not be retempered.
4. Placing – Rocks shall be thoroughly wetted before placing and shall be laid in full mortar beds in courses approximately horizontal and vertical in both longitudinal and transverse directions as herein defined. Rocks will not be considered to be properly bedded until mortar exudes from the underside of the bedded rock. Mortar caps shall contain 4 inch wide "Strip–Ek" steel lath and shall be placed to the dimensions shown above. Grades for the top of the cap shall comply as follows: When a 10 foot straight edge is placed on top of the finished cap, the surface shall not vary from the edge of the straight edge more than 1/8 inch, except at changes in grade. Grades and changes in grade shall conform to the City of Redlands Standard Specifications. The alignment of the curb shall be set at a uniform perpendicular distance from the centerline of the street as shown on the plans or as defined by the Engineer. No voids in any part of the curb shall be permitted. Dimensions and tolerances for placing of rock shall be as shown above.

DETAIL DWG. No. 129–0 1 of 1

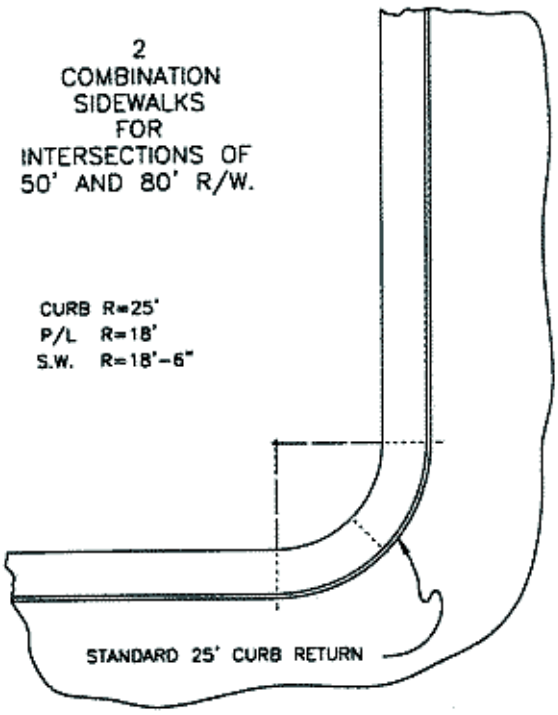
DRAWN BY: ANTHONY MACKESY
CHECKED BY: ALAN GRIFFITHS
DATE: DECEMBER 15,1998
APPROVED BY: _____
PUBLIC WORKS DIRECTOR
DATE: 2/12/99 R.C.E. No. 28129

CITY OF REDLANDS
PUBLIC WORKS DEPARTMENT

SPLIT–FACE ROCK CURBING

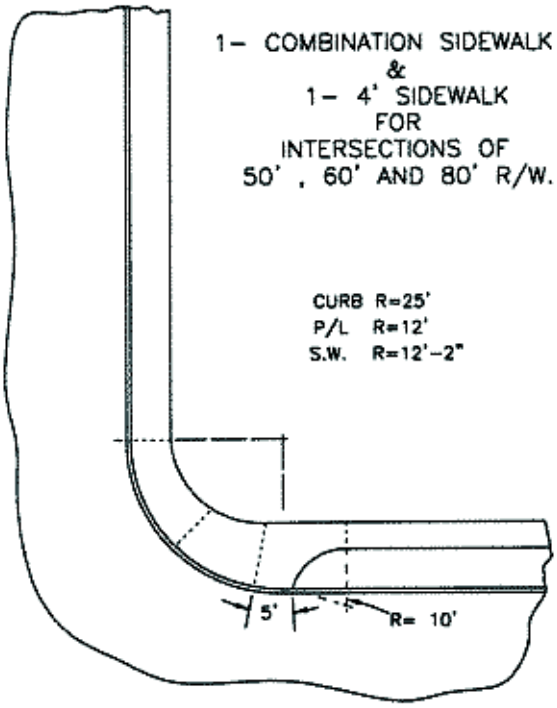
2
COMBINATION
SIDEWALKS
FOR
INTERSECTIONS OF
50' AND 80' R/W.

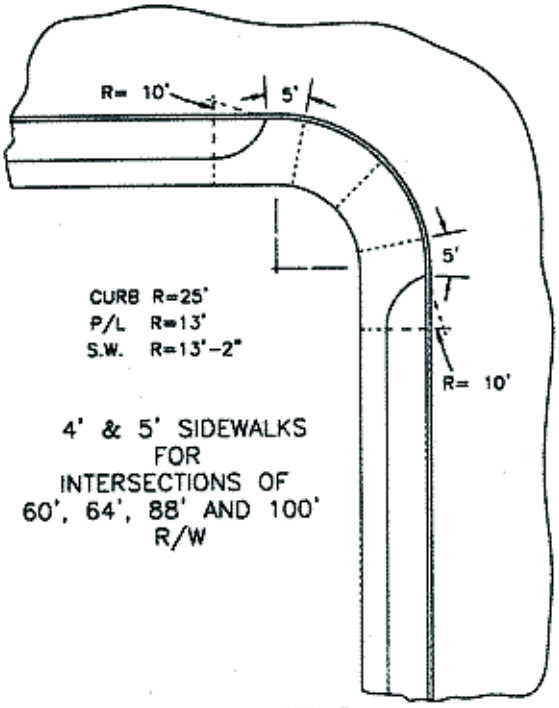
CURB R=25'
P/L R=18'
S.W. R=18'-6"



1- COMBINATION SIDEWALK
&
1- 4' SIDEWALK
FOR
INTERSECTIONS OF
50', 60' AND 80' R/W.

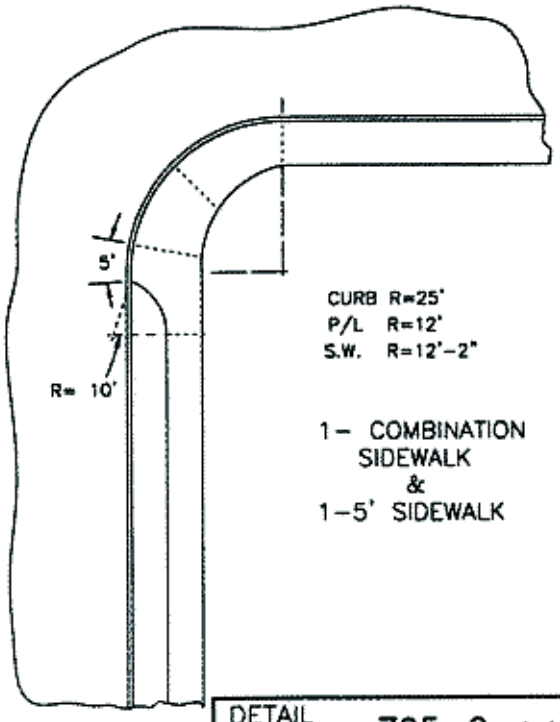
CURB R=25'
P/L R=12'
S.W. R=12'-2"





CURB R=25'
P/L R=13'
S.W. R=13'-2"

4' & 5' SIDEWALKS
FOR
INTERSECTIONS OF
60', 64', 88' AND 100'
R/W



CURB R=25'
P/L R=12'
S.W. R=12'-2"

1- COMBINATION
SIDEWALK
&
1-5' SIDEWALK

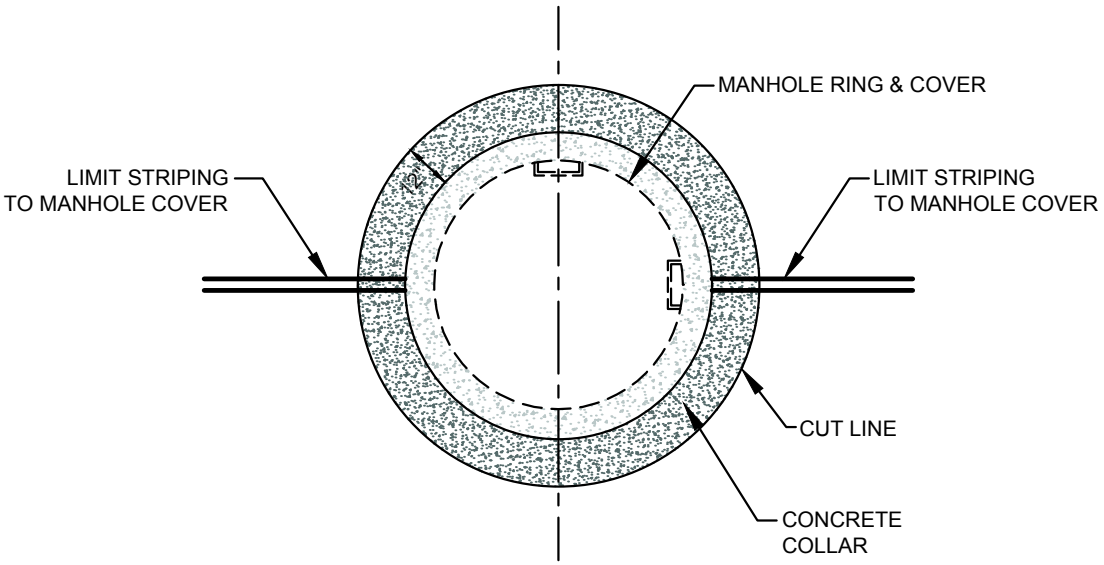
NOTE: SEE SPECS FOR JOINT DETAILS
------ DOTTED LINES INDICATE SCORING.

DETAIL
DWG. No. 705-0 1 of 1

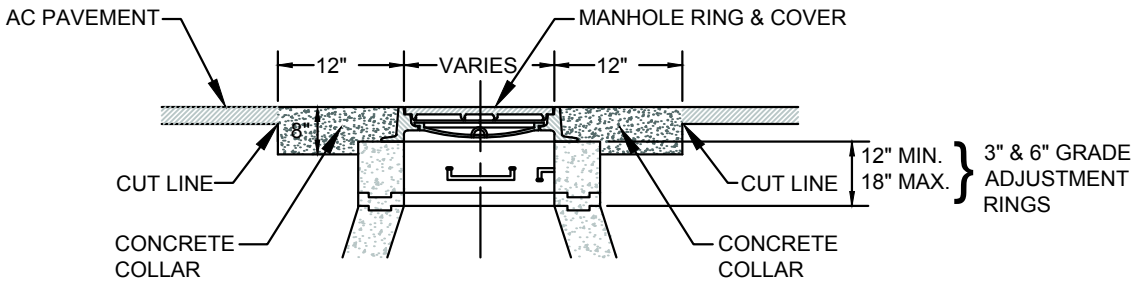
DRAWN BY: ANTHONY MACKESY
CHECKED BY: ALAN GRIFFITHS
DATE: DECEMBER 16,1998
APPROVED BY:
PUBLIC WORKS DIRECTOR
DATE: 2/12/99 R.C.E. No. 28129

CITY OF REDLANDS
PUBLIC WORKS DEPARTMENT

TYPICAL SIDEWALK INTERSECTIONS



PLAN VIEW



ELEVATION VIEW

NOTE:

1. SAW CIRCULAR AROUND MANHOLE 12" FROM MANHOLE FRAME.
2. MANHOLE SHALL BE MARKED PRIOR TO CUT THE PAVEMENT.
3. RAISE MANHOLE FRAME AND COVER TO FINISH GRADE BY INSTALLING CONCRETE RINGS AND LEVELING MORTAR.
4. BACKFILL WITH PCC CONCRETE TO FINISH GRADE.
5. CONCRETE TYPE SHALL BE 560-C-3250.
6. ADD QUIKRETE LIQUID CEMENT COLOR - CHARCOAL BLACK.
7. PROTECT FROM TRAFFIC LOADING UNTIL CONCRETE HAS CURED.
8. APPLY TACK COAT TO EDGES OF EXISTING PAVEMENT BEFORE INSTALLATION PATCH.
9. COLLARS ARE REQUIRED FOR ALL PAVED TRAVEL WAYS.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CONCRETE COLLAR

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APPENDIX D

a. City Encroachment Permit Form

(Contractor to obtain encroachment permit from the City as no-fee permit)

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Application for Road / Encroachment Permit

City of Redlands - Municipal Utilities & Engineering Department **PERMIT NO. _____**

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Contractor: _____ USA ID No.: _____

Contractor License No.: _____ Type: _____ Cal OSHA No.: _____

I hereby request permission to construct/install improvements/facilities within the City of Redlands road right-of-way at the following location:

Construction Start Date: _____ Anticipated Completion Date: _____

Development No.: _____ Plan No.: _____

Street Name: _____

Cross Streets: _____

Address: _____

For the purpose of performing the following work:

_____

_____

Applicant/Agent Signature: _____ Date: _____

In accordance with Plans approved by the Municipal Utilities & Engineering Director and/or the Standard Specifications and Detail Drawings of the City of Redlands for the **quantity and type** of improvements listed below:

SHADED AREA FOR OFFICIAL USE ONLY

			BASE	EACH		
_____	EA	Driveway Appr, Res/Comm.....	$ 86.00	$ 43.00	EA	=$ _____
_____	SF	Sidewalk.....	$ 86.00	$ .44	SF	=$ _____
_____	SF	Cross Gutter/Spandrel.....	$ 86.00	$ .87	SF	=$ _____
_____	LF	Curb & Gutter.....	$ 86.00	$ 3.28	LF	=$ _____
_____	LF	Curb/Berm.....	$ 86.00	$ 2.19	LF	=$ _____
_____	SF	Asphalt Pavement.....	$ 10.00	$ .09	SF	=$ _____
_____	SF	Crushed Aggregate Base.....	$ 86.00	$ .09	SF	=$ _____
_____	EA	Street Light.....	$ 86.00	$ 43.00	EA	=$ _____
_____	EA	Traffic Signal - New.....	$ 86.00	$ 2,568.00	EA	=$ _____
_____	EA	Traffic Signal - Modification.....	$ 86.00	$ 2,011.00	EA	=$ _____
_____	CY	Reinforced Concrete.....	$ 86.00	$ 130	CY	=$ _____
_____	LF	Storm Drain Pipe.....	$ 86.00	$ 5.21	LF	=$ _____
_____	EA	Curb Inlet/Outlet Structures.....	$ 86.00	$ 43.00	EA	=$ _____
_____	EA	Storm Drain Manhole/Junction Box.....	$ 86.00	$ 43.00	EA	=$ _____
_____	EA	Curb Core.....	$ 86.00	$ 43.00	EA	=$ _____
_____	LF	Sewer Main.....	$ 86.00	$ 1.73	LF	=$ _____
_____	EA	Sewer Manhole.....	$ 86.00	$ 43.00	EA	=$ _____
_____	EA	Sewer Cleanout.....	$ 86.00	$ 43.00	EA	=$ _____
_____	EA	Sewer Lateral.....	$ 86.00	$ 43.00	EA	=$ _____
_____	LF	Water Main - Potable.....	$ 86.00	$ 1.73	LF	=$ _____
_____	LF	Water Main - Non-Potable.....	$ 86.00	$ 1.73	LF	=$ _____
_____	EA	Fire Hydrant Assembly.....	$ 86.00	$ 43.00	EA	=$ _____
_____	EA	Water Service Lateral.....	$ 86.00	$ 43.00	EA	=$ _____
_____	EA	Water Shutdown.....	$ 86.00	$ 43.00	EA	=$ _____
_____	EA	Fire Service.....	$ 86.00	$ 43.00	EA	=$ _____
_____	LF	Excavation/Utility Trench.....	$ 86.00	$ 1.73	LF	=$ _____
_____	SF	Street Patch.....	$ 86.00	$ .18	SF	=$ _____
_____	EA	Fire Flow Test.....	$ 79.00		EA	=$ _____
_____	SF	Warranty Fee (Street Cut).....	$		SF	=$ _____
_____	EA	Traffic Safety Setup.....	$ 0.00	$ 55.00	EA	=$ _____
_____	HR	OT/Off Hrs Inspection (2 HR Min)	$	$ 122.60	HR	=$ _____
_____		_____	$			=$ _____
_____		_____	$			=$ _____

SUBTOTAL PERMIT FEE $ _____

PERMIT FEE work complete within specified date from issuance = $ 339.00 fee. **$339.00**

PENALTY FEE 25% of total permit fee if issued after commencement of work $ _____

(Effective 10/7/2020) **TOTAL ENCROACHMENT PERMIT FEE** $ _____

Truck Route Permit Required: ☐ YES ☐ NO

Closure Permit With Traffic Plan Required: ☐ YES ☐ NO

Water Shutdown Required: ☐ YES ☐ NO

Bond Required: ☐ YES ☐ NO

Conduit Material: _____

Conduit Size: _____

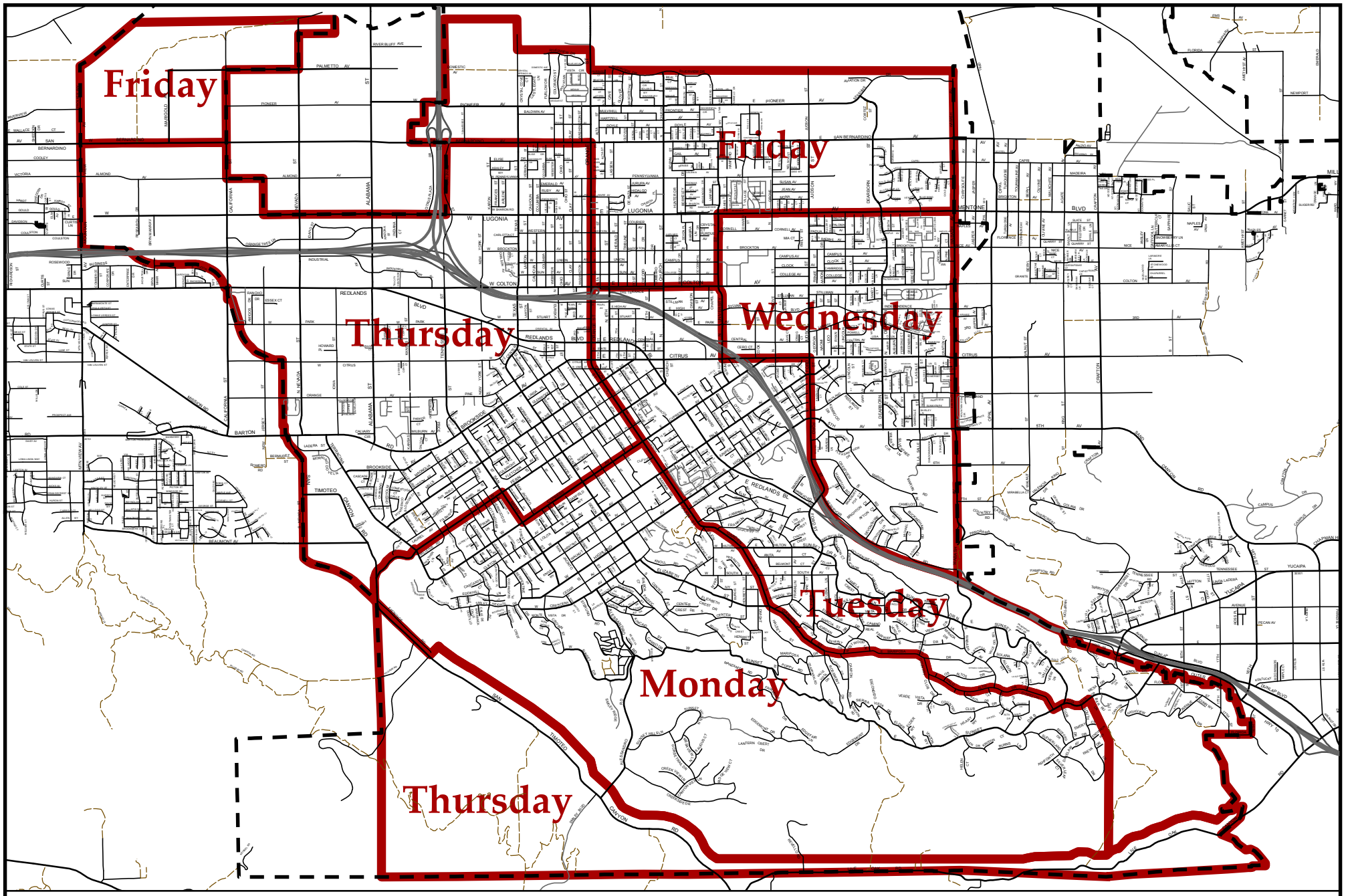
Calculated By

Municipal Utilities & Engineering

APPENDIX E

TRASH COLLECTION SCHEDULE

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Solid Waste Collection Days

City of REDLANDS "A City That Works"

November 15, 2013

Scale

0 0.25 0.5 0.75 1 Miles

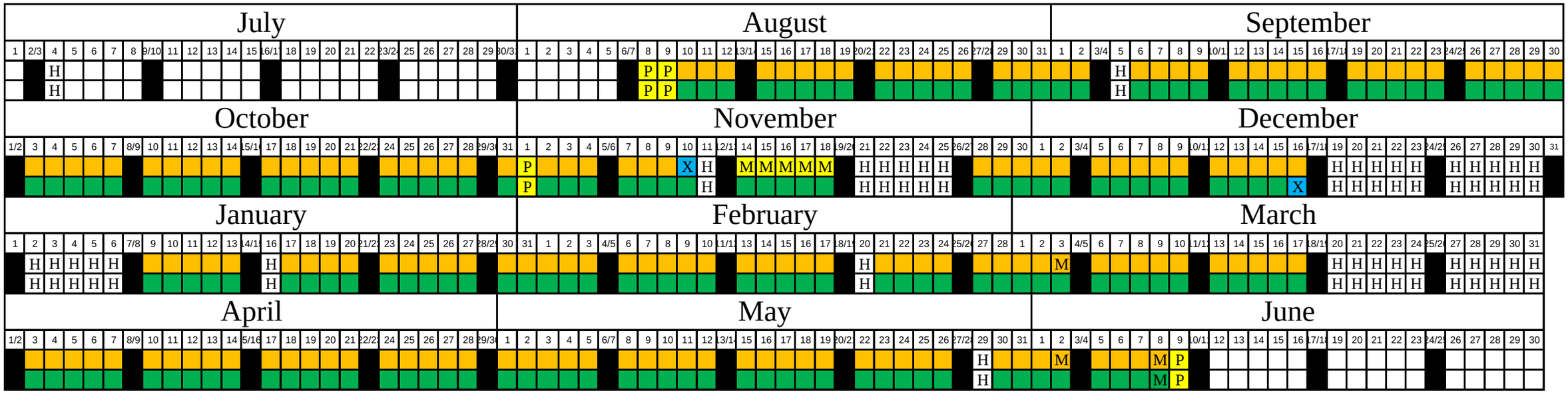
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APPENDIX F

EVENTS AND SCHOOL CALENDAR

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REDLANDS UNIFIED SCHOOL DISTRICT
STUDENT ATTENDANCE CALENDAR
2022-2023
ALL REDLANDS SCHOOLS



Elementary
Secondary

P Staff Professional Day (No Students In Attendance)
M Minimum Day- Conferences/Report Card Preparation
H Holiday (No Students In Attendance)
X Report Card Day (No Students In Attendance)

Student Attendance Days - 180
Teacher Attendance Days - 185

End of Quarter and Semester Dates - Grades TK/K and 6-12

Quarter 1 - October 7
42 days
Quarter 2 / Semester 1 - December 16
42 days Quarter 2
84 days Semester 1
Quarter 3 - March 17
48 days
Quarter 4 / Semester 2 / End of year - June 8
48 days Quarter 4
96 days Semester 2

End of Trimester Dates - Grades 1-5

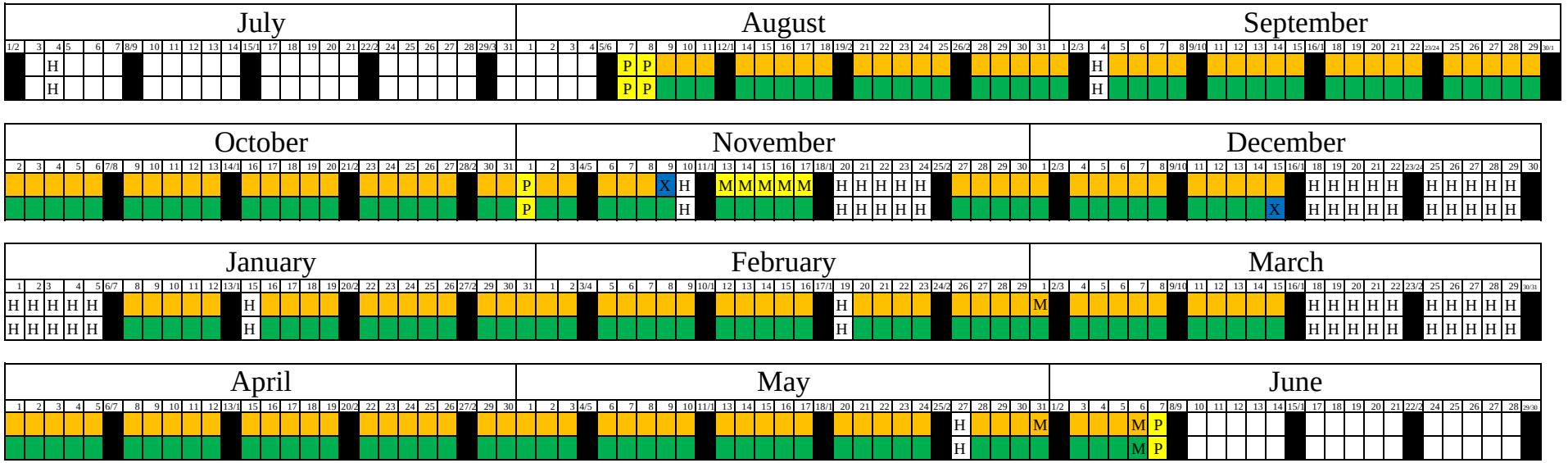
Trimester 1 - November 4
61 days
Trimester 2 - March 3
61 days
Trimester 3 - June 8
58 days

H - Holidays - NO ATTENDANCE

LABOR DAY	September 5
VETERANS DAY	November 11
THANKSGIVING RECESS	November 21 - 25
WINTER RECESS	December 19 - January 6
MARTIN LUTHER KING DAY	January 16
PRESIDENTS' DAY	February 20
SPRING BREAK	March 20 - March 31
MEMORIAL DAY	May 29

Board Approved:

REDLANDS UNIFIED SCHOOL DISTRICT
STUDENT ATTENDANCE CALENDAR
2023-2024
ALL REDLANDS SCHOOLS



Elementary
Secondary

P Staff Professional Day (No Students In Attendance)
M Minimum Day- Conferences/Report Card Preparation
H Holiday (No Students In Attendance)
X Report Card Day (No Students In Attendance)

Student Attendance Days - 180
Teacher Attendance Days - 185

End of Quarter and Semester Dates - Grades TK/K and 6-12

Quarter 1 - October 6
42 days
Quarter 2 / Semester 1 - December 15
42 days Quarter 2
84 days Semester 1
Quarter 3 - March 15
48 days
Quarter 4 / Semester 2 / End of year - June 6
48 days Quarter 4
96 days Semester 2

End of Trimester Dates - Grades 1-5

Trimester 1 - November 3
61 days
Trimester 2 - March 1
62 days
Trimester 3 - June 6
58 days

H - Holidays - NO ATTENDANCE

LABOR DAY	September 4
VETERANS DAY	November 10
THANKSGIVING RECESS	November 20 - 24
WINTER RECESS	December 18 - January 5
MARTIN LUTHER KING DAY	January 15
PRESIDENTS' DAY	February 19
SPRING BREAK	March 18 - March 29
MEMORIAL DAY	May 27

Board Approved: March 8, 2022

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APPENDIX G

CONTRACTOR SAFETY PROGRAM

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THE CITY OF REDLANDS

CONTRACTOR SAFETY PROGRAM

Rev. June 15, 2021

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CONTRACTOR SAFETY PROGRAM

I. Policy

The purpose of this Contractor Safety Program ("CSP") is to ensure, as best as reasonably possible, the protection and safety of all persons and property during construction activities undertaken by private contractors on behalf of the City of Redlands ("City"). The City has a comprehensive and structured approach in outsourcing services performed on City facilities by third-party persons and entities ("Contractor(s)"). The first phase of this comprehensive approach includes actively screening Contractors based on safety records, safety performance, and safety compliance. After the qualified Contractor is awarded a contract, the Contractor must then ensure compliance with all local, state, federal and Cal/OSHA regulations applicable to the contracted scope of work, and requirements set forth within this CSP. The Contractor, its agents, and personnel must adhere to the policies and procedures set forth by this CSP and all applicable laws and regulations.

II. Authority

California Code of Regulations, Title 8, Section 336.10 "Determination of Citable Employer"
California Code of Regulations, Title 8
"Greenbook" Standard Specifications for Public Works Construction
Redlands Municipal Code
California Building Code

III. Scope

This CSP applies to all Contractors who provide or render construction or improvement services for City-owned property and facilities.
The Contractor services covered under this CSP include, but are not limited to, the following:

A. New construction;
B. Remodeling;
C. Facility maintenance or repair;
D. Equipment installation or maintenance; and
E. Services (i.e. janitorial, fleet operations, landscaping, etc.)

Consultants/ Professional service providers are exempt from having to submit a Safety Prequalification Questionnaire ("SPQ"), prior to the beginning of work, but they are expected to be compliant with industry best practices with regards to maintaining a safe work environment for their employees and others.

IV. Definitions

A. **Contract –** any written agreement between the City of Redlands and a Contractor, to perform a specified scope of work on City facilities. With respect to this policy, a contract includes, but is not limited to: awarded purchase orders, bids, and/ or project contracts.
B. **Construction Work –** construction, alteration, and/or repair, including painting and decorating.
C. **Contractor –** a person or entity (including all personnel) awarded a contract to perform work on City property or facilities.
D. **D.A.R.T Rate –** Injuries and illnesses severe enough to warrant: Days Away, Restrictions and Transfers. The DART rate is calculated using the following formula: Number of OSHA Recordable injuries and illnesses that resulted in Days Away x 200,000/divided by total hours worked by all employees during the year covered.

E. **Designated Work Area –** an area where it is necessary to restrict or limit entry or access of nonessential personnel or the public. Examples include work areas involving remediation abatement, demolition, excavation, and overhead lifting.
F. **Facilities –** any building or property owned by the City of Redlands.
G. **Hazard –** source or situation with a potential for harm in terms of injury or health, damage to property, damage to workplace environment, or a combination of these.
H. **Job Hazard Analysis ("JHA") –** a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. The objective is to eliminate the risk or to utilize control measures to reduce the risk.
I. **North American Industry Classification System ("NAICS") –** is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
J. **Non-compliance –** any deviation from standards, practices, processes, procedures, regulations etc. that could either directly or indirectly lead to injury or illness, property damage, damage to the workplace environment, or any combination of these criteria.
K. **Notice of non-compliance –** form provided to the Contractor by the City alerting the contractor of non-compliance with City specifications, Cal/OSHA regulations, or any other generally accepted safe work practice.
L. **Non-compliant hazardous work condition –** any hazard that is considered to be non-compliant with State or Federal safety and health regulations, City specifications, or any inconsistency with generally accepted work practices.
M. **Personnel –** all Contractor employees, contractors, sub-contractors and agents provided access to City property or facilities.
N. **Recordable Incident** – any injury or illness resulting in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness per OSHA Section 1904.7(a).
O. **Safety Tailgate –** informal safety meeting generally conducted at the job site prior to the commencement of a job or work shift.
P. **Services –** any and all, labor, duties, functions and activities required to be performed by the Contractor under the contract and any subsequent addenda.

V. Responsibilities

RISK MANAGEMENT

A. Update, maintain, and administer this CSP;
B. Maintain centralized records of training, site visit data, written programs, tailgate meetings, permits, and all other necessary contractor related documentation;
C. Provide technical assistance to Engineering personnel;
D. Attend Pre-construction meetings and progress meetings as needed;
E. Provide assistance on safety inspections as needed;
F. Review safety submittals;
G. Provide guidance on pre-qualification determination; and
H. Provide training to affected city personnel with responsibilities under this program.

PROJECT MANAGER (CITY)

The Project Manager has the authority to delegate any or all portions of this CSP to subordinates, but the Project Manager will be held accountable for their compliance. The Project Manager shall contact Risk Management, as necessary, for assistance in relation to this CSP.

A. Ensure safety hazards are addressed in a timely manner;
B. Communicate safety concerns during pre-construction meetings and progress meetings;
C. Inform impacted employees of construction activities scheduled in their work area;
D. Enforce pre-qualification procedures in bidding process; and
E. Ensure this CSP is properly executed.

INSPECTOR (CITY)

The City of Redlands construction inspector is not a safety professional and will only provide "Notice of Non-Compliance" for obvious and serious non-compliant conditions.

A. To the best of their abilities, inspect work sites for safety hazards;
B. Communicate safety concerns to Contractor;
C. Provide Contractor with "Notice of Non-Compliance" when serious conditions occur or repeat violations;
D. Collect documentation needed for construction worksites;
E. Submit documentation to Risk Management for recordkeeping;
F. Maintain photo documentation of safety hazards;
G. Never enter situations that can harm or endanger himself/ herself;
H. Never use personal protective equipment (PPE) or enter situations, which they are not trained for;
I. Contact Emergency Medical Services (911) and Risk Management in case of emergency; and
J. Attend and communicate safety concerns in progress meetings.

EMPLOYEES (CITY)

A. Immediately notify the Project Manager, inspector, or Risk Management of any safety related concerns at a Contractor job site; and
B. Contact Emergency Medical Services (911) and Risk Management in case of emergency.

CONTRACTOR

Where relevant and applicable, the Contractor's responsibilities shall include:

A. Compliance with requirements and responsibilities detailed within the Contractor Safety Program;
B. Ensure all local regulatory requirements are met and all necessary permits are obtained before conducting work on behalf of the City;
C. Designate a Project Safety Official by name who shall be available at all times to abate safety hazards;
D. Ensure all personnel have the appropriate qualifications and training to perform the contracted work (Copies of current training documentation and certifications must be on file with the City);
E. Inform City Project Manager or inspector of any job site safety hazards or concerns;
F. Inform City Project Manager if any suspected asbestos-containing material is located;
G. Conduct and submit Job Hazard Analysis (JHA) before work and as required by change of tasks;
H. Conduct and submit Safety Tailgates on a bi-weekly basis;
I. Provide all required PPE necessary to conduct work safely and in accordance with required local regulations;
J. The safety of all individuals who enter work site;
K. Spill cleanup;
L. Immediately report any incidents, accidents, near misses, unsafe conditions, or unsafe acts involving any jobsite personnel;

M. Arrange for the proper storage and removal of waste generated prior to the completion of job, and provide confirmation that the materials have been removed or disposed of in a manner compliant with all applicable environmental regulations;
N. Removing all equipment used during work activities and ensuring proper housekeeping of designated work area at the end of each workday and upon completion of the job;
O. Contact Emergency Services (911) and Project Manager in the event of an emergency; and
P. For the actions of their subcontractors, as they may pertain to this CSP, including their adherence to its contents and review of this document.

PROJECT SAFETY OFFICIAL (CONTRACTOR)

A. Shall be at the work site at all times;
B. Must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices;
C. Shall be available at all times to abate any potential safety hazards; and
D. Shall have the authority and responsibility to shut down an unsafe operation, if necessary.

VI. Program

SAFETY PREQUALIFICATION PROCESS

A. The safety prequalification process is intended to:
   - Provide the City with knowledge of past and current safety performance of Contractors working on City construction projects;
   - Improve Contractor compliance with City safety rules, including safe work practices required by applicable regulations and laws; and
   - Improve safety during Contractor activities.
B. A copy of the SPQ shall be provided to each person or entity bidding on a project, as part of the bidding process.
C. The completed questionnaire shall be returned and reviewed prior to awarding contract work, with supporting information provided as indicated by responses on questionnaire.
D. The SPQ shall be submitted to: 35 Cajon St., Suite 4
   Redlands Ca, 92373
   Attention: Project Name-Contractor Name-SPQ
E. The following criteria and information relating to the Contractor will be reviewed prior to awarding contract:
   - Contractor License;
   - Incident Rates;
   - OSHA Citations;
   - Safety Policies;
   - Safety Programs and Procedures;
   - Compliance History on City Projects; and
   - Certification Statement.
F. Contractor must qualify in each section to be approved for award of a contract.
G. If a Contractor fails to pass prequalification procedure, the City has the right to disqualify the Contractor's proposal.

H. All costs associated with compliance with City of Redlands prequalification requirements shall be at the sole expense of the Contractor.

I. If a Contractor provides information that is later determined to be false, or improperly withholds information, the Contractor will be immediately disqualified.

J. Any questions or information relating to filing this questionnaire may be answered by reaching:
   - Engineering: (909) 798-7698; or
   - Risk Management: (909) 798-7514

DISQUALIFICATION APPEAL PROCESS

This provision is established pursuant to Public Contract Code section 20101(d) which requires every public agency that requires prospective bidders to prequalify pursuant to the law to establish "a process that will allow prospective bidders to dispute their proposed prequalification rating prior to selection of an alternate bidder." If the City intends to disqualify a bidder based upon the bidder's safety record, the City will notify the bidder in writing and provide the bidder with any supporting evidence that has been received from others or adduced as a result of an investigation by the City. The notice of intention shall be sent by certified mail with return receipt requested or by overnight mail via a delivery service that provides online tracking which identifies the date of the prospective bidder's receipt of the notice, and shall include notice that the bidder has the right to, and may request a hearing to rebut any evidence used as a basis for disqualification and to present evidence to the City as to why the prospective bidder should be found qualified. Requests for a hearing must be made by written request to the City within ten calendar days of the date of the prospective bidder's receipt of the City's notice of intention. If the bidder does not request a hearing within the time allowed, the City's determination shall stand unchallenged and become final.

Within seven calendar days of receiving the bidder's request for a hearing, the City shall notify the bidder in writing of the date, time and place of the hearing. The hearing shall be held no sooner than ten (10) calendar days and no later than fifteen (15) calendar days after the notice is given. The notice shall inform the bidder of its right to present testimony and documents in support of its position.

The hearing shall be conducted before the Redlands City Manager, which may be continued from time to time as reasonably determined by the City Manager, but shall not exceed forty five (45) days. At the conclusion of the hearing, and after considering all testimony and documentation presented, the City Manager shall issue a written decision no later than five calendar days following the hearing. The City Manager's decision shall be final and is not subject to further appeal to the City.

The bidder shall not be entitled to bid on any contracts with the City until it has met the safety pre-qualification standards. If the City Manager approves an appeal, the contractor will have been deemed to meet the qualification standards and it will be valid for one year. The bidder shall have the right to withdraw its application for prequalification or its appeal at any time before the City Manager's decision becomes final. Such withdrawal will not preclude the bidder from re-applying for prequalification.

CONSTRUCTION PROJECTS

A. After a contract is awarded, the Contractor shall maintain, throughout the duration of the project, safety measures as necessary to protect the public and workers within, or in the vicinity of, the designated work zone. This includes an evaluation of the work to be performed and the hazards likely to be encountered. Contractors are expected to follow, at a minimum, all pertinent laws, rules and regulations for the location in which they will be working. Where applicable, Contractor Safety Programs will meet or exceed City programs/ procedures and are subject to review and approval by the City prior to contract execution.

B. Job Hazard Analysis ("JHA")
    1. Prior to a notice to proceed a JHA must be completed utilizing the City's form, or equivalent, to assess the hazards present in the designated work area. Any information requested on the City's form, but not stated on the equivalent form utilized, shall be provided separately with the original submission.
    2. All members of the construction unit must sign the JHA to acknowledge hazard abatement procedures.
    3. JHA must be kept at job site accessible to all impacted personnel.
    4. Failure to follow JHA procedures may lead to termination of the contract.
C. Personal Protective Equipment ("PPE")
    1. All required PPE must be worn at all times during work activities.
    2. All mandatory PPE must be highlighted in the JHA.
    3. PPE shall be provided by the Contractor.
    4. Failure to follow PPE guidelines may lead to termination of the contract.
D. Safety Tailgates
    1. Safety Tailgate Meetings must be held on a biweekly basis for all construction projects.
    2. The first meeting shall take place on Day 1, Week 1 and every other week thereafter.
    3. Tailgates shall be signed by all personnel and submitted to Construction Inspector for recordkeeping.
    4. Tailgate topics should be specific to the scope of work of the project.
E. Injury Reporting
    1. Contractors shall immediately report injuries or accidents to the Project Manager (regardless of severity). Additionally, contractors are responsible for and must also conduct accident investigations of any injuries that occur on site and provide results to the Project Manager.
    2. Use the City Incident Investigation Form (Attachment E), or equivalent, to meet this requirement.
F. Spill Prevention
    1. The Contractor is responsible for any spill within the confines of the project and those outside of the construction limits caused by the Contractor's defective equipment, containers, or personnel.
    2. Secondary spill containment systems shall be used to prevent contamination of the environment.
G. Construction in Occupied Buildings
    1. When building occupants are present during construction projects additional safeguards must be implemented to eliminate exposures and complaints. Dust/ particulates from demolition, sanding and other construction activities must be controlled by adequate ventilation, or containment and negative air ventilation systems based upon the specific type of activity and particle. Similar controls must be utilized for odorous activities including, but not limited to, carpet adhesive, painting, welding, and coatings.
    2. The Contractor shall ensure that the HVAC system is protected in order to prevent contamination. If an HVAC system is unprotected and contaminated by any construction/demolition materials, the Contractor shall be held responsible for the cost of cleaning the system and any subsequent repairs therein.
    3. Negative air ventilation systems shall have appropriate filtration and be exhausted outside of the building.

INSPECTIONS

A. Follow up inspections will be executed to enforce compliance with safety and health requirements.
B. Follow up inspections will be conducted as part of routine site inspections by construction inspector and Risk Management employees.

C. The SPQ aims to provide the City with knowledge of Contractor safety history and safety practices. This minimizes the need for increased frequency of inspections. In addition, the City will take the following guidelines into consideration when determining frequency of inspections.
    1. Scale of project;
    2. The frequency with which the number and types of hazards change as the work progresses;
    3. More frequent inspections will be implemented in the beginning of the project; and
    4. When the Contractor has never worked for the City.

TRAINING/DOCUMENTATION

A. Contractor will ensure that all personnel are properly trained for the scope of work they are assigned, as well as the equipment they will be utilizing.
B. Documentation shall be on file with the City prior to project start.
C. Personnel missing training documentation shall not be permitted to work on awarded City projects.
D. Training requirements are mandated by Federal and State Regulations. This may include, but is not limited, to the programs listed in the SPQ.

NON-COMPLIANCE

A. Contractor compliance issues shall be documented on the "Notice of Non-Compliance" form. A copy of this form shall be provided to Contractor for completion.
B. Upon receipt of the completed "Notice of Non-Compliance" form, the Project Manager and Risk Management will evaluate, based on the incident, and identify, as appropriate, any additional corrective and/or preventive actions for completion.
C. If immediate correction is not feasible, the project will be temporarily stopped until the issue is adequately resolved.
D. City staff with authority to stop work are:
    1. Construction Inspector;
    2. City Project Manager;
    3. City Manager; and
    4. Risk Management staff.
E. Any violation or deviation from safety rules, procedures, or regulations, based on evaluation, may be subject to any and all disciplinary actions listed as follows:
    1. Verbal warning
    2. Written warning-Notice of Non-Compliance (work may not continue until approved corrections are implemented);
    3. Dismissal of non-complying personnel; and/or
    4. Termination of Contract.

The City of Redlands maintains the right to terminate any contract for the violation of safety issues without liability to the City.

CITY PERSONNEL

A. All affected City employees will be informed in advance of any construction related work or other contract work which has the potential for impacting their workplace. Notifications will be made to all affected employees via e-mail or written memo by the Project Manager or designee. Notifications must include the following information:
    1. Start and end dates of the work to be completed;
    2. Work areas to be affected;

3. Description of work to be completed;
4. Name and phone number of Project Manager;
5. Name and phone number of Construction Inspector; and
6. Name and phone number of Risk Management.

B. Employees should be instructed to notify Project Manager regarding logistical issues or other concerns. Safety and Health concerns should be directed to either the Project Manager, Inspector, or Safety Specialist.

VII. Recordkeeping

The City's Human Resources / Risk Management Department will maintain all records prepared in association with this CSP, with copies also place on file with the office of the City Clerk.

VIII. Additional References

https://www.dir.ca.gov/title8/336_10.html

City of Redlands
Acknowledgment of Receipt Statement

I acknowledge by signing this document, that I have received and reviewed the City of Redlands' Contractor Safety Program and understand that it contains important information on the City's policies and procedures regarding employee safety as it pertains to Contractor activities. Furthermore, I acknowledge that failure to comply with any of these procedures may lead to termination of the contract with the City.

_____	_____
Contractor Signature	Contractor Title:
_____	_____
Contractor Name (Print)	Date Signed

If you have any questions regarding this document, please contact the Risk Management Division at (909) 798-7514.

CITY OF REDLANDS
SAFETY PREQUALIFICATION QUESTIONNAIRE

Omitting or reporting false information on this questionnaire may result in disqualification of bid. The City of Redlands reserves the right to conduct random or for-cause audits of information stated in this questionnaire. If deemed necessary, additional documentation may be requested by the City to verify responses on this questionnaire.

SECTION 1 – GENERAL INFORMATION

Company Name:	
Contractor License #:	Expiration Date:
Address:	
City:	State: Zip Code:
Name of Person Submitting Application:	
Title:	Telephone #:
Email Address:	
Identify the highest ranking Safety/Health Professional in your Company:	
Name:	
Title:	Telephone #:

SECTION 2 – INCIDENT RATES & WORKER'S COMPENSATION INFORMATION

INCIDENT RATES **Provide your actual injury and illness data below:**	Provide the NAICS Code Number that best represents your Firm:_____ Provide any additional numbers here: _____

(Provide three full years of data)	Last Calendar	2 Years Ago	3 Years Ago
Number of hours worked by all employees:			
Total Recordable Incident Rate*:			
D.A.R.T. Rate*:			
Total Number of Fatalities:			

Incident Rate = [(Total Recordable Cases X 200,000 hours)/ Number of hours worked by all employees]

D.A.R.T. Rate = [(Total Number of entries for Days Away, Restricted and Job Transfer X 200,000 hours)/ Number of hours worked by all employees]

If your latest incident rates and D.A.R.T. rates are greater than 100% of the industry average for all your NAICS code Numbers Listed, your bid may be disqualified.

The industry average can be found at www.bls.gov

WORKERS' COMPENSATION INFORMATION

1. Provide your Workers' Compensation Experience Modification Rate (EMR) Data:

	Policy Year	EMR
Current EMR*		
1 Year Ago:		
2 Years Ago:		
3 Years Ago:		

* If your current EMR is greater than 1.25, initialing here certifies that you will provide a competent, full- time person or representative responsible for safety for all City projects:_____

* Initialing here certifies that your firm does not have an EMR:_____
(Submit a copy of your firm's Loss Run Reports for the last three years if your firm does not have an EMR.)

Name of your firm's Workers' Compensation carrier:

Phone Number of Workers' Compensation carrier

2. Is your firm self-insured for Workers' Compensation claims?	Yes ❒	No ❒
(If yes, please attach a copy of the latest Annual Report to the State of California Department of Industrial Relations and/or State of California Certificate of Self-Insurance.)		

SECTION 3– CITATION HISTORY

1. Has your firm received any regulatory citations in the last three years?	Yes ❒	No ❒
If yes, please answer the question below.		

2. Were any of the confirmed (Closed) citations classified as Serious, Willful, Repeat, or Failure to abate?	Yes ❒	No ❒
3. If yes, please explain:		
4. Have you abated all of the citations issued to you in the last three years	Yes ❒	No ❒
If no, please explain abatement action plan:		

SECTION 4 – SAFETY POLICIES

	Questions (Please check YES or NO)	YES	NO*
1.	Does your company provide and adhere to a written Illness Prevention Program (IIPP) (CCR Title 8 §3203(a))? If yes, a copy of the program will be required on-hand at the job site throughout the duration of the contract. Please attach a copy to your bid proposal.	☐	☐
2.	Does your company provide and conduct Tailgate Meetings, or equivalent with employees at least every 10 working days. (CCR Title 8 §1509(e))	☐	☐
3.	Does your company have a policy for disciplinary action for unsafe behavior ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203(a)(2))	☐	☐
4.	Does your company provide and abide by a written Code of Safe Practices that relates to your firm's operations. (CCR Title 8 §1509(b)) If yes, a copy of the Code of Safe Practices will be required on-hand at the job site throughout the duration of the contract. Please attach a copy with your bid proposal.	☐	☐
5.	Does your company perform JHAs? (CCR Title 8 §1511(b)	☐	☐
6.	Does your company provide training and retraining programs for ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203 (a)(2), (a)(7)	☐	☐
7.	Does your company provide training and retraining programs for ensuring employee compliance	☐	☐

*Please provide reason(s) for NO answer in the box below or on a separate sheet of paper.

Failure to provide the above-referenced documents will result in the contractor's bid being disqualified.

SECTION 5 – SAFETY PROGRAMS AND PROCEDURES

PLEASE ANSWER ALL QUESTIONS BY CHECKING YES OR NO, AND ATTACHING APPROPRIATE DOCUMENTS THAT MAY APPLY OR AS REQUESTED.

		YES	NO
1.	**Is Confined Space work anticipated in the scope of the work awarded? (If no, please proceed to Question 2)**	☐	☐
If yes, please attach the following:		Attached?	
Copy of written Confined Space Entry Procedure		☐	☐
List of personnel authorized on jobsite to work in confined space(s)		☐	☐
List of personnel authorized on jobsite to serve as Rescue Team		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

2.	**Is work requiring Lockout/Tagout protocols anticipated in the scope of the work awarded? (If no, please proceed to Question 3)**	☐	☐
If yes, please attach the following:		Attached?	
Copy of written Lockout/Tagout (LOTO) Procedure		☐	☐
List of personnel authorized on jobsite to perform LOTO		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

3.	**Is work requiring a personal lift anticipated in the scope of the work awarded? (If no, please proceed to Question 4)**	☐	☐
If yes, please attach the following:		Attached?	
List of personnel authorized on jobsite to use lifts		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

4.	**Is work requiring a forklift anticipated in the scope of the work awarded? (If no, please proceed to Question 5)**	☐	☐
If yes, please attach the following:		Attached?	
List of personnel authorized on jobsite to use a forklift		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

5.	**Is work requiring a crane anticipated in the scope of the work awarded? (If no, please proceed to Question 6)**	☐	☐
If yes, please attach the following:		Attached?	
Copy of written Crane Program		☐	☐
Copy of all expected Crane operators' Certifications		☐	☐
List of personnel designated as Competent under Crane program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

6.	**Is Hot Work (as defined by OSHA) anticipated in the scope of the work awarded? (If no, please proceed to Question 7)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hot Work Procedure	☐	☐
	List of personnel authorized on jobsite to perform Hot Work	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

7.	**Is Trenching/ Excavation work anticipated in the scope of the work awarded? (If no, proceed to Question 8)**	☐	☐
	Is a plan in place for the disposal of all material that cannot be returned to the trench/ excavation?	☐	☐
	Are appropriate materials for barricading or securing work area at jobsite?	☐	☐
	Has a permit from the Department of Industrial Relations for excavations deeper than 5 feet been obtained?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Trenching/ Excavation Procedure	☐	☐
	Copy of Permit if trench is to exceed depth of 5 feet	☐	☐
	List of personnel designated as Competent under Trenching/ Excavation Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

8.	**Is electrical work anticipated in the scope of the work awarded? (If no, proceed to Question 9)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Electrical Safety Program	☐	☐
	List of personnel designated as Competent under Electrical Safety Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

9.	**Is work that may have an arc flash potential anticipated in the scope of the work awarded? (If no, proceed to Question 10)**	☐	☐
	Are all materials required to safely perform arc flash present?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of Arc Flash Procedure	☐	☐
	List of personnel designated as Competent under Arc Flash Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

10.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 11)?**	☐	☐
If yes, please attach the following:		Attached?	
Copy of written Hearing Conservation Program		☐	☐
List of personnel working in high noise areas		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

11.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 12)?**	☐	☐
* Copies of SDS for Chemicals used must be kept at jobsite			
Please attach the following:		Attached?	
Copy of written Hazard Communication Program		☐	☐
List of personnel performing work with chemicals		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐
List trade names of all hazardous materials which you will be using on site:			

12.	**Is work on or adjacent to public roadways anticipated in the scope of the work awarded. (If no, proceed to Question 13)**	☐	☐
Do you have the appropriate provisions (signs, devices, barricades/)		☐	☐
Please attach the following:		Attached?	
Please provide a list of personnel working in traffic areas.		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

13.	**Is it anticipated in the scope of the work awarded that exposure to asbestos is possible? (If no, proceed to Question 14)**	☐	☐
Please attach the following:		Attached?	
Copy of written procedure(s)		☐	☐
List of personnel working with potential exposure to asbestos		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

14.	**Is it anticipated in the scope of the work awarded that exposure to silica is possible? (i.e. sandblasting, concrete demolition, concrete saw cutting, surface grinding, etc.) (If no, proceed to Question 15)**	☐	☐
Please attach the following:		Attached?	
Copy of Silica Control Plan		☐	☐
List of personnel working with potential exposure to silica		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

15.	**Is work at heights anticipated in the scope of the work awarded? (If no, proceed to Question 16)**	☐	☐
Please attach the following:		Attached?	
Copy of written Fall Protection Program		☐	☐
List of personnel designated as Competent under Fall Protection Program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

16.	**Is work requiring the use of respirators anticipated in the scope of the work awarded? (If no, proceed to Question 17)**	☐	☐
Please attach the following:		Attached?	
Copy of written Respiratory Protection Program		☐	☐
List of personnel using respirators		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

17.	**If the scope of work to be performed is not adequately represented by questions (1-16), please list any additional Health & Safety concerns below.**

SECTION 6 – COMPLIANCE HISTORY ON CITY PROJECTS

In addition to the previous sections, Contractors that have previously been awarded work by the City, will be equally evaluated on their compliance history in relation to City projects.

SECTION 7 – CERTIFICATION STATEMENT

I Certify under penalty of perjury that:

a. the information contained herein is true and correct to the best of my knowledge, and

b. no attempt has been made to give false or misleading information or to withhold any information.

Signature of Authorized Representative:	Title of Authorized Representative
Printed Name of Authorized Representative	Date Signed:

NOTICE OF NON-COMPLIANCE

Project: _____

Contractor: _____

Notice of Non-Compliance was issued to Contractor's representative, _____ (Name),

on _____ at _____.

The following unsafe behaviors were observed at the Contractor's job site:

_____

_____

_____

_____

_____

_____

_____

If the unsafe condition is not immediately corrected, the City of Redlands may take disciplinary action in accordance with the Contractor Safety Program guidelines.

– –

To be completed by Contractor

Corrective action plan to abate hazards:

_____

_____

_____

_____

_____

_____

Unsafe Condition Resolved: Date: _____ Time: _____

Remarks:

_____

_____

_____

_____

_____

_____

Job Hazard Analysis

Project:			
Company:	Project Safety Official:	Project Manager (City):	
Scope of Work:		Location:	Date:

Tasks	Potential Safety Risks/Hazards	Safety Controls/Mitigat	Required PPE
			☐ Hard Hat ☐ Safety Vest ☐ Safety Glasses/Goggles ☐ Safety Boots ☐ Respirator ☐ Safety Gloves ☐ Face Shield ☐ Fall Protection ☐ Other: _____ _____ _____ _____

Signatures of Employees On-Site this JHA is applicable to:

Employee Signature:	**Print Name:**	**Date:**

INCIDENT INVESTIGATION FORM

Date of Incident:	Time of Incident:	Date Reported:
Lead Investigator:	Contact Information:	
Contractor:	Employee Name:	
Witness 1 Name:	Telephone:	
Witness 2 Name:	Telephone:	
Incident Site/ Location		
Incident Summary:		
Near Miss Yes No	Incident Severity: Minor Significant Major Critical	
Root Cause(s):		
Corrective Actions:		

City Council/Financing Authority Meeting **N. 3.**

DATE: 05/16/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of January 17, 2023 (Secretary Donaldson)

MOTION:

I move to approve the regular meeting minutes of January 17, 2023.

Attachments

Regular meeting minutes of January 17, 2023

MINUTES

Regular meetings of the City Council and the Redlands Financing Authority of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on January 17, 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; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Chris Catren, Police Chief; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief

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 labor negotiator - Government Code §54957.6
(Assistant City Manager McConnell)

Agency Negotiator:	Laura Kalty, Liebert Cassidy Whitmore; Janice McConnell; Tommi Ng, Danielle Garcia
Employee Organizations:	Redlands Association of Department Directors Redlands Association of Management Employees Redlands Association of Mid-Management Employees Redlands Association of Safety Management Employees Redlands Association of Fire Management Employees Redlands Police Officers Association Redlands Professional Firefighters Association Redlands Civilian Safety Employees Teamsters Local 1932 Redlands Chapter

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

a. Lydia Rodriguez v. City of Redlands, San Bernardino Superior Court Case No. CIVDS1935452

b. Neitzel v. City of Redlands, San Bernardino Small Claims Case No. SCVA2203323

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 7:10 P.M. with an invocation by Council Member Davis followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

City Attorney Abich 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 "Hercules", a one-year-old male Pit Bull mix who is available for adoption, along with thirty-six other dogs and two cats at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been thirty dogs and nineteen cats adopted since December 1, 2022.

Proclamation Recognizing UofR Men's Water Polo Team

Mayor Pro Tem Barich presented a Proclamation recognizing the University of Redlands Men's Water Polo Team to University President Krista Newkirk, Head Coach Ryan Hall, and all the players, who were congratulated for winning the USA Water Polo Division III Collegiate National Championship on December 4, 2022.

PUBLIC COMMENT

Homelessness- Luis Camargo complained about the blatant drug use and aggressive nature of some of the homeless population and he said at times, he feared for his safety.

Airport Access - Allen O'Neil, of Past Pleasures Car Club, requested the City consider granting him access to the Redlands Municipal Airport to offer people with disabilities a chance to see the airport. He invited everyone to attend the Club's monthly car shows held the 1st Fridays from April to November in Yucaipa.

Homeless & Small Businesses - Deborah and Stanford Martin, as small business owners, expressed concerns about the growing homeless population in Redlands. They were disappointed that homelessness even exists in one of the richest nations of the world and they urged the Council to do everything they can to address the matter.

North Side History - Andy Hoder offered several nuggets of history concerning the early days of Redlands, focusing particularly on the north side of town.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the regular meeting minutes of December 20, 2022.

Vote: 5 - 0 Passed

Proclamation Recognizing U of R Men's Water Polo Team

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the issuance of a proclamation to the University of Redlands Men's Water Polo Team.

Vote: 5 - 0 Passed

Resolution No. 8430 Remote Teleconference Meetings

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8430 authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 30 days.

Vote: 5 - 0 Passed

Ordinance No. 2953 Selection of Mayor and Mayor Pro Tempore

On December 20, 2022, Council Members approved to introduce Ordinance No. 2953, to change Chapter 2.02 of the Redlands Municipal Code relating to the selection of the Mayor and Mayor Pro Tempore and their respective terms of office and tonight's item was to consider the final adoption of the ordinance. As public comment, Andy Hoder questioned the ordinance verbiage concerning council member compensation, thought it confusing, and he opposed increasing the monthly stipend. John Roach agreed with the rotation methodology for selecting the Mayor but he was concerned that the ordinance was tied to a resolution identifying the selection details, which only requires a one-step approval process to amend or revise.

City Attorney Abich Garcia clarified that the ordinance amended the section related to the Mayor and Mayor Pro Tem selection process and did not amend the section addressing Council Member compensation, but rather the compensation section restated what had already been adopted last year. Council Member Saucedo reiterated that he preferred the current methodology which provides for a more democratic process instead of declaring someone mayor, simply by default. Council Member Davis said the rotation schedule was fair and in alignment with other cities nearby. Mayor Pro Tem Barich suggested the

possibility of tabling the item but there was no consensus. Mayor Tejeda added he had a productive conversation with Council Member Davis and he better understood her reasons for moving to a rotation system and he said he would support it.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Ordinance No. 2953, (Second Reading), changing Chapter 2.02 of the Redlands Municipal Code relating to the selection of the Mayor and Mayor Pro Tempore and their respective terms of office.

Vote: 4 - 1 Passed

NAY: Council Member Mario Saucedo

Settlement Agreement Disclosure

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the public disclosure of details of an Agreement of Settlement and General Release between the City of Redlands and Lydia Rodriguez. Under the terms of the agreement, the City agrees to pay Ms. Rodriguez $75,000.00 to settle and dispose of disputes and controversies associated with a civil action pending in the San Bernardino Superior Court and entitled Lydia Rodriguez v. City of Redlands, et al., Case No. CIVDS 1935452.

Vote: 5 - 0 Passed

RASME Side Letter Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a Side Letter Agreement between the City and the Redlands Association of Safety Management Employees (RASME). The agreement will provide for a $3,500 retention bonus for its employees. All other provisions of the Memorandums of Understanding between the City and RASME are unaffected by this agreement.

Vote: 5 - 0 Passed

Amending Professional Services Agreement Inclusionary Housing Program

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the First Amendment to the sole source Professional Services Agreement with Keyser Marston Associates, Inc., to extend the term end date to June 30, 2023, allowing for the continued performance of professional services associated with the creation of an Inclusionary Housing program.

Vote: 5 - 0 Passed

Receive and File PARIS Program Annual Report

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, to receive and file Pavement Accelerated Repair Implementation Strategy (PARIS) Program Annual Report.

Vote: 5 - 0 Passed

Amending Professional Services Agreement for Citywide Left-Turn Pocket Study

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, approval of the First Amendment to the Professional Services Agreement with KOA Corporation for the Citywide Left-Turn Pocket Study is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the First Amendment to the Professional Services Agreement with KOA Corporation for the Citywide Left-Turn Pocket Study. Staff discovered additional traffic counts were necessary and KOA agreed to complete the additional work for a total cost of $9,000, increasing the Agreement's not-to-exceed value to $108,905.

Vote: 5 - 0 Passed

Resolution No. 8431 Support of Yucaipa Valley Water District Annexation

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8431 supporting the annexation of Assessor Parcel Number 0300-241-16-0000 by the Yucaipa Valley Water District for potable water, recycled water, and wastewater utility services.

Vote: 5 - 0 Passed

Bear Valley Mutual Water Company Stock Purchase Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Bear Valley Mutual Water Company Stock Purchase Agreement with Erin Barnum.

Vote: 5 - 0 Passed

Professional Services Agreement Coyote Mitigation Services

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the Professional Services Agreement with Wildlife Management Professionals is exempt from environmental review pursuant to Section 15061 of the State's guidelines implementing the California Environmental Quality Act; and approved the Professional Services Agreement and a Single Source Purchase Order with Wildlife Management Professionals, Inc, for an amount not-to-exceed $24,000 for coyote mitigation services.

Vote: 5 - 0 Passed

In-Kind Request Downtown Redlands Artwalk Event

Assistant City Manager Boatman introduced the request from Kid's Cures Foundation for in-kind support for $5,554, street closures and the sale of alcoholic beverages related to the Downtown Redlands Artwalk event to be held on March 26, 2023. As public comment, Dennis Bell questioned why an out-of-town organization was requesting to close streets in downtown Redlands and he thought the in-kind support was a waste of the public's money. Janelle Guerrero pointed out that Stronger Together Now also requested this date and there was a potential conflict. Jessie K, coordinator of the Artwalk, said the October event held last year was a great success and brought awareness to the Kid's Cures Foundation. Staff received the Artwalk application before the request from Stronger Together Now.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the 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 $5,544 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 March 26, 2023; and approved the request for the sale and consumption of alcoholic beverages in Ed Hales Park.

Vote: 5 - 0 Passed

Redlands Bowl Electrical &Theatrical Lighting Upgrade Contract Amendment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the First Amendment to the Public Works Contract with My Electrician Inc. for the Redlands Bowl Electrical and Theatrical Lighting Upgrade Project, to extend time for completion by ninety (90) calendar days.

Vote: 5 - 0 Passed

Senior Center Outdoor Dining Facilities Construction Project Contract Amendment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that 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 DEARK E&C, INC. for the Senior Center Outdoor Dining Facilities Construction Project to extend the time for completion by sixty (60) calendar days.

Vote: 5 - 0 Passed

Wildlife Hazard Assessment & Wildlife Hazard Management Plan

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that approval of the agreement with Coffman Associates, Inc. is categorically exempt from environmental review pursuant to Section 15306 of State's guidelines implementing the California Environmental Quality Act; approved an additional appropriation in the amount of $98,650 from the Airport Projects and Grants fund; and approved a Professional Services Agreement and Single Source Purchase Order with Coffman Associates, Inc. for an amount not to exceed $98,650, to conduct a wildlife hazard assessment and prepare a wildlife hazard management plan.

Vote: 5 - 0 Passed

Stronger Together Now Giving Sundays Events Ed Hales Park

Assistant City Manager Boatman reviewed the request from Stronger Together Now for in-kind support and for commercial vendors and the temporary closure of a portion of 5th Street for the Stronger Together Now Giving Sundays within Ed Hales Park on January 29, 2023, February 26, 2023, March 26, 2023, April 30, 2023, September 24, 2023, October 22, 2023, and November 19, 2023. Council Members Davis and Guzman-Lowery supported the request and appreciated how Stronger Together Now events bring life and vitality to the downtown area. As public comment, Janelle Guerrero, of Stronger Together Now, stated the group strives to accommodate the needs of the community while also minimizing the traffic and parking impacts, and she agreed to find a different date in March for Giving Sunday. Jessie, of Kid's Cures Foundation, recognized the value of the Stronger Together Now events.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that these events are categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act; authorized the closure of a portion of N. 5th Street from 11:00 a.m. to 7:00 p.m. on January 29, 2023, February 26, 2023, April 30, 2023, September 29, 2023, October 22, 2023, and November 19, 2023; approved the expenditure of City resources and in-kind support in the amount of $7,938 related to the events; and directed staff to find a new March date that will not conflict with the Downtown Artwalk event scheduled for March 26, 2023.

Vote: 5 - 0 Passed

Landfill Hydrogeologic Support Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of this Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved a Professional Services Agreement with Geo-Logic Associates, Inc., for Landfill Hydrogeologic Support at the California Street Landfill for an amount not-to-exceed $79,642 for a period of one year, with two additional one-year renewal options for a total amount not-to-exceed $240,040.

Vote: 5 - 0 Passed

COMMUNICATIONS

National Community Survey Results

Project Manager Ross Wittman provided a brief report regarding the National Community Survey (NCS) and introduced Joe Dell'Olio, Senior Survey Associate at Polco who presented an overview of the results. The NCS includes standard questions and custom questions for measuring resident satisfaction levels and perceptions about the quality of local government services. The standardized portions of the NCS allow Polco to provide benchmark comparisons to any of the hundreds of communities who have conducted the survey. The results of the 2021 NCS were presented to the City Council in November 2021. To effectively gauge resident's continued satisfaction with City services, in February 2022, the City again contracted with Polco to conduct the 2022 NCS.

In early September, the 2022 survey instrument was distributed to a randomly selected sample of Redlands residents, representative of the City's demographics and spread equitably among each of the five City Council election districts. On October 5, 2022, the survey was opened to general participation for all members of the community. Data collection ended on October 19, 2022 and during the months of October and November, Polco compiled the results.

The NCS captured residents' opinions by considering ten central facets of a community, including Economy, Mobility, Community Design, Utilities, Safety, Natural Environment, Parks and Recreation, Health and Wellness, Education, Arts, and Culture, Inclusivity and Engagement The report provides the opinions of a representative sample of 339 residents of the City of Redlands collected from August 31st, 2022 to October 19th, 2022. The margin of error around any reported percentage is 5.2% for all respondents and the response rate for the 2022 survey was 13%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Redlands.

As public comment, Dennis Bell admitted he did not take the survey because he considered it rigged and a waste of taxpayer money. Mr. Dell'Olio and Council Members briefly discussed items such as survey methods, weighted responses, random sampling and general conclusions drawn from the results. Council Members appreciated the report as it will be a useful tool to guide the City moving forward.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis the City Council unanimously approved, by roll call vote, to receive and file the presentation on the results of a National Community Survey (NCS) conducted by Policy Confluence Inc. dba Polco.

Vote: 5 - 0 Passed

NEW BUSINESS

Contract Award 2022 CIP Water Pipeline Replacement Project

Municipal Utilities and Engineering Director Harris reviewed a construction contract with Tryco General Engineering for the 2022 CIP Water Pipeline Replacement Project, to replace approximately 3.5 miles of aging and deteriorated water pipelines. Each year, a portion of revenues generated through water utility rates is used to replace aging water pipelines throughout the City.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of a Construction Contract and construction of the 2022 CIP Water Pipeline Replacement Project are categorically exempt from environmental review in accordance with Section 15302 of the State's guidelines implementing the California Environmental Quality Act; approved the 2022 CIP Water Pipeline Replacement Project plans and specifications; and approved a Construction Contract with Tryco General Engineering for an amount not-to-exceed $4,744,111.

Vote: 5 - 0 Passed

2023 Fourth of July Celebration Contribution

Assistant City Manager Boatman offered background on the request from the Redlands 4th of July Committee to approve a contribution of $30,000 in anticipation of the 2023 Fourth of July Celebration to be held again at Moore Middle School. This cost represents only a portion of the total cost for fireworks, as the Committee reported the overall show costs in excess of $100,000. The City recognizes the value of partnering with non-profit agencies and organizations to support programs that provide a community benefit, including drawing visitors into the City, encouraging tourism and economic benefits, as well as generating goodwill with the Redlands community. Last year, the Council expressed interest in relocating the event back to the University due to its central location but the Committee determined that the University was not ideal for two reasons: 1) a new scoreboard limits the ground fireworks visibility for the audience in certain seating areas; and 2) costs are significantly higher due to additional security and amenities that are needed.

As public comment, Dennis Bell thought last year's ticket sales were dismal at only 750 tickets sold. Andy Hoder said he regularly attended the event when it was held at the University location, and he suggested that ticket sales should offset the cost of the show. He wondered if there were other sources of revenue to meet the increased costs. Mayor Pro Tem Barich voiced concerns about the reliability of the fireworks vendor contracted by the Committee. Council Members Guzman-Lowery and Davis said their constituents thought Moore Middle School was not centrally located and, instead, recommended the event be moved back to the University. Council Member Saucedo supported the event but suggested this item should have been brought to Council sooner to allow for more thoughtful discussion. Mayor Tejeda was willing to approve the $30,000 contribution for this year's event but did not want the Committee to turn this into an annual request. Event coordinator Tim Murone clarified that the fees charged by the University of Redlands were simply too high and, at $37,000, would force the Committee to double the contribution request to

$67,000. Based on these costs, he said Moore Middle School was a more reasonable option.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council approved, by roll call vote, a contribution of $30,000 for the 2023 Fourth of July Celebration to be paid to the Redlands 4th of July Committee and determined that the financial support serves a public benefit.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Tejeda thanked his colleagues for their support and selecting him as the new Mayor.

Council Member Guzman-Lowery expressed her appreciation of City staff and especially those focusing on addressing homelessness.

Council Member Saucedo was proud to attend the MLK event hosted by The Village, Second Baptist Church of Redlands and the All-Campus Peace Walk at the University of Redlands honoring the legacy of Dr. Martin Luther King Jr.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:55 P.M. The next regular meeting of the City of Redlands City Council will be held on February 7, 2023.

REDLANDS FINANCING AUTHORITY

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

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Vice Chair Barich, seconded by Board Member Guzman-Lowery, the minutes of the regular meeting of September 20, 2022 were unanimously approved, by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Redlands Financing Authority adjourned at 8:56 P.M. The next regular meeting of the Agency will be held on May 16, 2023.