REVISED

CITY OF REDLANDS

CITY COUNCIL

A G E N D A

JUNE 21, 2022

PAUL BARICH
Mayor

EDDIE TEJEDA
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MICK GALLAGHER
Council Member

***

JEANNE DONALDSON
City Clerk

ROBERT DAWES
City Treasurer

CHARLES M. DUGGAN, JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

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

A G E N D A

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

TUESDAY, JUNE 21, 2022

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):
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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.

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

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

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

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

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

5:00 P.M.

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

B. **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 real property negotiators - Government Code §54956.8
(Assistant City Manager Boatman)

Property:	APN 0293-133-01-0000
Agency Negotiators:	Charles M. Duggan, Jr.; Chris Boatman
Negotiating Party:	Brett Smirl, Coastal Business Group on behalf of ATT Wireless
Under Negotiation:	Terms of payment and price of possible lease of property.

6:00

D. **Reconvene City Council Meeting**

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

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

G. **Public Comments - 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 special meeting of May 25, 2022, and the regular meeting of June 7, 2022 (City Clerk Donaldson)

2. Approve Resolution No. 8355 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 (Council Member Davis)

3. Approve Resolution No. 8356 approving Agreement 3CA05879 with the Department of Forestry and Fire Protection (Cal Fire) for wildland protection during fiscal year 2022-2023 in an amount not to exceed $206,611.07 (Fire Chief Sessler)

4. Approve Salary Resolution No. 8352 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8277 (Assistant City Manager McConnell)

5. Approve an Intergovernmental Purchase of Getac Mobile Data Computers from Code 3 Technologies in the amount of $148,152.52 (Management Services/Finance Director Garcia)

6. Approve Resolution Nos. 8350 and 8351 establishing the special tax levy within the City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) and 2001-1 (Northwest Development Project) (Management Service/Finance Director Garcia)

7. Approve a software license agreement with Azteca Systems, LLC for the provision of Cityworks Licensing and support for a term of 3 years at a total cost of $148,148.59 (Management Services/Finance Director Garcia)

8. Approve Resolution No. 8345 adopting the Fiscal Year 22/23 through Fiscal Year 26/27 Five Year Measure I Capital Improvement Plan, and determine the project is exempt under Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

9. Authorize Mayor Barich to sign a letter of support for the San Bernardino County Regional Parks Department Santa Ana River Trail Expansion Project Active Transportation Program funding application (Municipal Utilities and Engineering Director Harris)

10. Approve a sole source purchase of equipment and services from Metter-Toledo, LLC, for water and wastewater testing, in an amount not-to-exceed $52,879.35 (Municipal Utilities and Engineering Director Harris)

11. Approve a Construction Contract with Urban Habitat in an amount not-to-exceed $193,855.50 for the Brookside Avenue Median Island Landscape Rehabilitation Project, approve an additional appropriation in the amount of $200,000; and determine that the project is exempt from environmental review pursuant to Section 15304 (b) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

12. Approve a First Amendment to the Professional Services Agreement with David Taussig and Associates, Inc. to extend the date for termination of the services to December 31, 2022, in order to continue the preparation of a Development Impact Fee Study (Municipal Utilities and Engineering Director Harris)

13. Approve sole source services with Bio Tox Laboratories, Inc. in an amount not-to-exceed $40,000 per year for forensic toxicology testing services from July 1, 2022 through June 30, 2024 (Police Chief Catren)

14. Approve a single-source purchase of the Eventide Hardware and Software Recording system in the amount of $41,875.88 (Police Chief Catren)

15. Approve the Interlocal Agreement Between the Town of Apple Valley, the Cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, and the County of San Bernardino Concerning Distribution of the 2021 Justice Assistance Grant Award, and an additional appropriation of $17,538 dollars to the police department (Police Chief Catren)

16. Receive and File notice of issuance of an emergency sole source purchase order with Ontario Refrigeration for compressor at State Street City Hall in the amount of $71,108 (Assistant City Manager Boatman)

17. Approve a license agreement with David Kramer for use of the Orange Street Alley for outdoor dining purposes and determination that approval of the license agreement is categorically exempt from environmental review pursuant to Section 15301 of the California Environmental Quality Act Guidelines (Assistant City Manager Boatman)

18. Approve an agreement with Three Peaks Corporation for bathroom and lobby improvements at the Redlands Municipal Airport in an amount not-to-exceed $70,048 and determine that the project is not subject to environmental review pursuant to Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

19. Approve an agreement with Leafwise Landscape, LLC for Median Landscape Maintenance Services for city medians in an amount not-to-exceed $62,726.40 for a period of one year, with two additional one-year renewal options for a total amount not-to-exceed $188,179.20 (Assistant City Manager Boatman)

20. Approve a request to hold the Redlands Oktoberfest event hosted by the Redlands Optimist Club from October 1, 2022 through October 2, 2022, within Sylvan Park; approve a request for in-kind support in the amount of $11,318 related to the event; authorize the sale and consumption of alcoholic beverages at the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

I. Communications

1. Video: Fireworks Safety (Fire Chief Sessler)

2. Presentation by Accelerate Neighborhood Climate Action on the work the organization is doing within the City of Redlands in relation to the effects of climate change (Mayor Pro Tem Tejeda)

3. Discussion and possible action relating to the cancellation of the August 2 and August 16, 2022, regular meetings of the City Council (Mayor Barich)

4. Discussion and possible action to fly a Pride Flag at City Hall during the month of June in honor of Pride Month and direction to staff to revise the City's flag policy (City Council Member Davis)

J. Public Hearings

1. Public Hearing to consider Resolution Nos. 8297 and 8298 approving the Engineer's Reports for Landscape Maintenance District No. 1 and Street Lighting District No. 1, and implement the assessments for Fiscal Year 22/23 (Municipal Utilities and Engineering Director Harris)

K. New Business

1. Consideration of a determination of exemption pursuant to Sections 15378(b)(5), 15308 and 15061(b)(3) of the California Environmental Quality Act Guidelines; and consideration of Urgency Ordinance No. 2934 establishing a temporary 45-day moratorium on new warehouses and distribution facility development projects within the City of Redlands (Development Services Director Desatnik)

2. Consideration of the University of Redlands requested Alternate Ballot Measure to the Redlanders for Responsible Growth Management Measure for the November 8, 2022 General Municipal Election and determination that placement of the Measure is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines; Calling and Giving Notice of the Holding of a General Municipal Election and a Request to the Board of Supervisors of the County of San Bernardino to Consolidate Said Election with the Statewide Election on November 8, 2022 (Development Services Director Desatnik)

3. Consideration of Resolution No. 8319 Setting Priorities for Filing of Written Arguments Regarding an Initiative Ordinance (City Clerk Donaldson)

4. Consideration of a Professional Services Agreements for Property Tax and Sales Tax Consulting/Audit Services with Hdl Coren & Cone in a total amount not-to-exceed $59,925.00, for a period of three (3) years with two (2) one-year options to extend under similar terms, and the HdL Companies for a period of three (3) years with two (2) one-year options to extend under similar terms for sales, use and transaction tax consulting services in a total amount not-to-exceed $25,200, and an additional one-time fee of 15% of any new sales, transaction, and/or use tax revenue received by the City as a result of audit and recovery services performed (Management Services/Finance Director Garcia)

5. Consideration of the FY 22/23 Municipal Utilities and Engineering Department Annual Purchase Orders (Municipal Utilities and Engineering Director Harris)

6. Consideration of a Construction Contract with Tryco General Engineering for the Alley Paving Improvements Project for an amount not-to-exceed $1,238,000, 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)

7. Consideration of a Non-Professional Services Agreement with Ferguson Enterprises, LLC to implement an Automated Metering Infrastructure system for an amount not-to-exceed $783,356.96, and determination that this project is exempt from environmental review pursuant to Section 15301(b) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

8. Consideration of a Construction Contract with Baker Electric & Renewables LLC for an amount not-to-exceed $937,418 for the Highway Safety Improvement Program Cycle 8 Emergency Vehicle Preemption System Project, 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)

9. Consideration of an agreement with Green Earth Environmental Cleaning Solutions for city wide street sweeping services in a total agreement amount not-to-exceed $1,020,600 for a period of three years, with two additional one-year renewal options for a possible agreement total amount not-to-exceed $1,701,000, and determination that the project is not subject to environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

10. Consideration of an agreement with RP Landscape & Irrigation for landscape maintenance services for Community Facility Districts in an amount not-to-exceed $169,901 for a period of one year, with two additional one year renewal options for a total agreement amount not-to-exceed $509,703 (Assistant City Manager Boatman)

11. Consideration of Resolution No. 8331 approving annual purchase orders for the Facilities and Community Services Department for Fiscal Year 2022-23; and determination that the agreements are exempt from environmental review pursuant to Section 15301 of the State’s guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

12. Consideration of the approval and award of a construction contract to Deark E&C, Inc., for an amount not-to-exceed $314,190 for the FY20-21 Community Development Block Grant (CDBG-CV3) Redlands Senior Center Improvement - Outdoor Dining Area for Seniors Construction Project, Project No. 03012022JN, and determination that the project is categorically exempt from environmental review under Section 15303(e) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Chris Boatman)

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 July 5, 2022.

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

Regular meetings are televised live on Redlands TV Channel 3 (Spectrum) and Channel 35 (Frontier) and re-broadcasted at 7:00 P.M. the following Wednesday, Friday and Sunday; and at 9:00 A.M. Thursday, Saturday and Monday. Agendas, staff reports and minutes of the City Council of the City of Redlands are available on the Internet:

http://www.cityofredlands.org

"A City That Works"

City Council Meeting **H. 1.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the special meeting of May 25, 2022, and the regular meeting of June 7, 2022 (City Clerk Donaldson)

MOTION:

I move to approve the minutes of the special meeting of May 25, 2022, and the regular meeting of June 7, 2022.

Attachments

Minutes of Special City Council Meeting of May 25, 2022

Minutes of the Regular City Council Meeting of June 7, 2022

MINUTES

Special meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on May 25, 2022 at 5:00 P.M.

Present:	Paul Barich, Mayor Eddie Tejeda, Mayor Pro Tempore Denise Davis, Council Member Jenna Guzman-Lowery, Council Member Mick Gallagher, 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; Don McCue, Library Director; James Garland, Assistant Finance Direct

Mayor Barich called the meeting to order and announced this was conducted as a teleconference meeting in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California. Council Member Guzman-Lowery was present via teleconferencing and all votes during the meeting were conducted by roll call. The Mayor explained that comments could be presented in-person, via Zoom, via cell phone or landline. He offered the public an opportunity to address them on any subject within the jurisdiction of the City Council, which is not already scheduled on the agenda.

PUBLIC COMMENT

Various Concerns - Dennis Bell said the ANCA presentation during the last Council Meeting encouraged everyone to plant trees to help blunt the heat effects of climate change, but he was concerned that people would plant trees that were not suited for this area. He suggested the City update the guidelines for landscape palettes recommended in the City to reflect the current and future realities of climate change. He thought the City didn't need any more citrus groves, and he wondered if the City should continue holding the Saturday Morning Market because it seemed to him that only half the vendors were showing up for the event.

NEW BUSINESS

Fourth of July Celebration

Assistant City Manager Boatman offered background on the request from the Redlands 4th of July Committee for an expenditure of $30,000 and a request for in-kind support related to the fireworks show and 4th of July activities. On May 3, 2022 the Council considered the expenditure and, at the time, directed staff to provide alternative locations for the event, along with more detail concerning the overall costs. Staff researched the site viability of Redlands High School and University of Redlands, but it was determined that neither one would be able

to accommodate this year's event. He added that financial support of this event serves as a public benefit by drawing visitors into the City, encouraging tourism and economic benefits as well as generating goodwill with the Redlands community.

Tim Murone, representing the 4th of July Committee, explained the University and the Committee were open to discussing the fireworks show at the University for next year with the City's continued support. He added the artificial turf at Citrus Valley High School prevented this location as a reasonable option. In-field seating will be offered at Moore, entrance tickets will be sold in advance and at the gate, continuing the tradition. Council Members raised questions and concerns including, the possibility of selecting a different firework's vendor, one that might consider holding the event at the Sports Park, the value of the fireworks show as a means to deter the use of illegal fireworks, parking and viewing spots and the real environmental impacts experienced by the human and animal population. Mayor Pro Tem Tejeda suggested that the City may need to step up their involvement since currently, the event relies solely on volunteers.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously determined, by roll call vote, that approval of the closure of E. Colton Avenue, Chapel Street, Stillman Avenue, E. High Avenue, Division Street, and 5th Avenue, and the Redlands 4th of July event, are all categorically exempt from environmental review pursuant to Sections 15301(c) and 15323 of the state's guidelines implementing the California Environmental Quality Act; authorized the temporary closure of E. Colton Ave., Chapel St., Stillman Ave., E. High Ave., Division St., and 5th Ave.; determined that the provision of $30,000 to the Redlands 4th of July Committee for support of the 2022 4th of July Celebration event serves a public benefit because it promotes economic development and tourism within the City by attracting visitors from surrounding communities to participate in the event, provides a recreational activity that can be viewed by all residents, and goodwill within the community; approved an additional appropriation in the amount of $30,000 and in-kind support of City resources in the amount of $29,966; and authorized the sale and consumption of alcoholic beverages during the event at Sylvan Park.

Vote: 5 - 0 Passed

FISCAL YEARS 2022-2024 BUDGET WORKSHOP

Proposed Budget Overview

City Manager Duggan and Management Services/ Finance Director Garcia summarized the Proposed Fiscal Year 2022-24 Budgets. An overview of FY 2021-22 showed that the economy as a whole saw a significant turn towards pre-pandemic normalcy and was on a general path of recovery. The City's two main sources of General Fund revenue: sales and property tax have contributed positively and the passage of Measure T and the favorable reallocation of point-of-sale Amazon warehouse sales tax have also bolstered the sales tax revenue stream even further. Expenditure highlights included: Restored staffing for Police, Fire, Library & Facilities & Community Services; Restored capital equipment leases; Service Enhancements in police & fire; Tree trimming 25% of the City's urban forest; 3 replacement fire engine purchases; Acquired 300 East State Street as future City Hall; and Acquired future site for Redlands Police Department offices.

The financial outlook for the General Fund was expected to end the fiscal year at June 30,

2023 and 2024 with revenues and expenditures balanced. The Proposed Budgets provided for pandemic-related cuts to be fully reversed, with the addition of new staffing and enhanced service delivery. The Budgets included funding for: Major capital improvement projects; Homelessness Solutions; Deferred maintenance needs of public buildings and infrastructure; Public safety facilities, vehicles, equipment, & technology; and Establishing reserve funds designated for future planning efforts

Forecasted revenue for FY 2023 was presented. Highlights included the projection that the local and regional economy will be bolstered by strong consumer demand; Sales Tax was anticipated to be steady, but slower than the recovery following the COVID-19 recession; Property Tax growth of 4.1% in assessed value, but it was added that inflation and interest rates will remain a concern. Debt financing in FY 2023 was scheduled to fund the Renovation of former Kmart site into new Safety Hall, Construction of two new fire stations, Relocation of a third fire station, Purchase three fire apparatus / engines. Other Major Capital Spending was represented in a State Infrastructure Grant match for Library renovations, Downtown Event & Gateway Improvements, a Remodel of the City's Emergency Operations Center, and Traffic & Parking Improvements.

An overview of FY 2024 Revenue Assumptions was reviewed showing that local and regional economic growth begins to slow as a result of slowing consumer demand, rising interest rates; Sales Tax projected to be steady, but slower growth anticipated; Property Tax expected to show a healthy growth of 6.8% in assessed value, due to new construction and CPI adjustments. Expenditure details included: Enhanced public safety service levels; Service Enhancements and Capital and Maintenance spending and projected Measure T funds for FY 2023 and 2024 were detailed.

Following the overview, department heads discussed their FY 2022-2023 budgeted revenues and expenditures requests and responded to several questions from the Council. The City Council will continue its discussion of the proposed budget at its regular meeting of June 7, 2022 with possible adoption and if needed, continued budget discussion and adoption at its regular meeting of June 21, 2022.

As public comment, Dennis Bell complimented staff for their hard work on the budget, but he suggested certain details were missing, especially regarding in-kind requests and the future expenses associated with the Museum. He urged for more accountability and transparency with these matters, and he thought the Budget painted too rosy of a financial picture.

Each Council Member praised staff and expressed their appreciation of the effort put towards the Proposed Budget.

ADJOURNMENT

There being no further action required the special meeting adjourned at 7:48 P.M.

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 June 7, 2022 at 5:00 P.M.

Present:	Paul Barich, Mayor Eddie Tejeda, Mayor Pro Tempore Denise Davis, Council Member Jenna Guzman-Lowery, Council Member Mick Gallagher, Council Member
Staff:	Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Robert Dawes, City Treasurer; 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; James Garland, Assistant Finance Director

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

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

Conference with legal counsel: Anticipated Litigation - Government Code §54956.9(d)(2)(e)(3)
(Assistant City Manager McConnell)
One Case:

a. Facts and circumstances: Consideration of a workers' compensation claim of Daniel Figgins

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Mayor Pro Tem Tejeda 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

Proclamation Stonewall Uprising and Pride Month

Council Member Davis highlighted the importance of recognizing the 53rd Anniversary of the Stonewall Uprising and June, 2022 as Pride Month and presented a Proclamation honoring the contributions made by the LGBTQ+ community, to Yulissa Mendoza of the Artlands. She was also pleased to acknowledge Daniel Gohman, Artlands Executive Director, who announced the Artlands had recently received the 2022 Grassroots Initiative Award from the Inland Empire American Planning Association for the Vine Street crosswalk mural.

Recognizing SoulCal Music, Food & Culture Festival

Mayor Barich showed off artwork he received for the City in recognition of The SoulCal Music, Food & Culture Festival held September 4, 2021, at the Redlands Bowl.

PUBLIC COMMENT

Public comments were presented either in-person, via Zoom, via cell phone or landline.

Government Overreach - Joshua David Hall voiced opposition to what he considered to be government overreach and especially in the matters concerning the LGBTQ+ community.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the minutes of the special joint City Council and Planning Commission meeting of May 10, 2022, and the regular meeting of May 17, 2022.

Vote: 5 - 0 Passed

Airport Advisory Board Appointment

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously reappointed Robert Pearce to serve a four-year term on the Airport Advisory Board ending May 1, 2026.

Vote: 5 - 0 Passed

Proclamation Stonewall Uprising & Pride Month

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously agreed to issue a Proclamation in recognition of the 53rd Anniversary of the Stonewall Uprising and June, 2022 as Pride Month.

Vote: 5 - 0 Passed

Resolution No. 8353 Remote Teleconference Meetings

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved Resolution No. 8353 authorizing 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

Opposition of Assembly Bill 2011

Assistant City Manager McConnell provided background of Assembly Bill 2011 (AB 2011) and reported that staff received correspondence from the League of California Cities (Cal Cities) requesting the City take action opposing AB 2011. The Bill would require nearly all cities to ministerially approve, without condition or discretion, certain affordable and mixed-use housing developments in areas of a city where office, retail, or parking are principally allowed, regardless of any inconsistency with a local government's general plan, specific plan, zoning ordinance, or regulation. Staff remained committed to retaining local control over development approvals and recommended the City Council authorize Mayor Barich to sign a letter in opposition of AB 2011, as it will help strengthen Cal Cities local coalition in opposition of the bill.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously authorized Mayor Barich to sign a letter on behalf of the City of Redlands in opposition of Assembly Bill 2011 (Wicks) Affordable Housing and High Road Jobs Act of 2022.

Vote: 5 - 0 Passed

Special District Assessments Collection

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the Agreement with San Bernardino County for the Collection of Special District Assessments.

Vote: 5 - 0 Passed

Bid Rejection Street Sweeping Services

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously rejected all Bids for Street Sweeping Services, Project FCS02252022KG due to the bids coming in higher than the available budget. Staff will rebid the services with a revised Price and Fee Bid Sheet.

Vote: 5 - 0 Passed

Resolution No. 8347 Emergency Paramedic Services Special Tax

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved Resolution No. 8347 establishing the rate for the voter-approved special tax for emergency paramedic services for Fiscal Year 2022-2023.

Vote: 5 - 0 Passed

Architectural Services Fire Station 262 Remodel

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined that the project is categorically exempt from environmental review in accordance with Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act; and approved the agreement with PBK-WLC for architectural services for the remodel of Fire Station 262 in an amount not to exceed $225,000.

Vote: 5 - 0 Passed

Firearms Disposal Agreement

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the agreement with LSC Destruction, LLC, to complete destruction and disposal of firearms that need to be disposed of in property and evidence.

Vote: 5 - 0 Passed

Transit Villages Specific Plan EIR Time Extension

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the Second Amendment to the Professional Services Agreement with Environment Planning Development Solutions, Inc., for a one-year time extension to prepare an Environmental Impact Report (EIR) and related technical analysis for the Transit Villages Specific Plan project. Completing the EIR preparation process requires an extension for the remainder of 2022.

Vote: 5 - 0 Passed

Well and Booster Pump Rehabilitation Project Amendment

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the First Amendment to the Non-Professional Services Agreement with General Pump Company, Inc. for the Well and Booster Pump Rehabilitation Project; and authorized an additional appropriation of $174,696.06.

Vote: 5 - 0 Passed

Resolution No. 8334 Outside City Utility Service

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved Resolution No. 8334 for a new connection to the City of Redlands water distribution system at 2371 Naples Avenue, Outside City Case No. 22-01; and determined that the Resolution is exempt from environmental review pursuant to Sections 15303(a) and 15319(b) of the State's guidelines implementing the California Environment Quality Act.

Vote: 5 - 0 Passed

Reimbursement Agreement San Bernardino Avenue Well Rehabilitation

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined that approval of the Reimbursement Agreement with San Bernardino Valley Municipal Water District 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 Reimbursement Agreement with San Bernardino Valley Municipal Water District for rehabilitation of the San Bernardino Avenue Well.

Vote: 5 - 0 Passed

Resolution No. 8344 Amended FY 21/22 - FY 25/26 Five Year Measure I CIP

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined that adoption of Resolution No. 8344 is exempt under Sections 15273(a)(4) and 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8344, rescinding Resolution No. 8223 and adopting the amended FY 21/22 - FY 25/26 Five Year Measure I Capital Improvement Program.

Vote: 5 - 0 Passed

Resolution No. 8346 Road Repair Project List

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved Resolution No. 8346, adopting Senate Bill No. 1 Road Repair and Accountability Act (SB1) Project List, approving funding be directed to the City's Pavement Management Program; and determined that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

Turf Mowing Contractual Services

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the agreement with Scenic Earth Inland Empire for turf mowing contractual services within city parks and medians in the amount not-to-exceed $31,598.31 for a period of one year, with one additional one-year renewal option for a total amount not-to-exceed $63,196.62.

Vote: 5 - 0 Passed

License Agreement City Owned Parking Spaces

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined that approval of the agreement with Avis Budget Car Rental, LLC is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and approved the license agreement with Avis Budget Car Rental, LLC for the use of 30 parking spaces on City-owned property located at 1625 W. Redlands Blvd.

Vote: 5 - 0 Passed

Alcohol Consumption Permit

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined that approval of the request for the consumption of alcoholic beverages within a city park during the White/Gonzales wedding 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 request for the consumption of alcoholic beverages at Sylvan Park for the White/Gonzales wedding to be held on October 15, 2022.

Vote: 5 - 0 Passed

COMMUNICATIONS

City Logo

Mayor Barich opened the discussion to consider a new City logo. He put forward a modified version of what had been used during the City's 125th celebration in 2013, as he thought the current logo did not represent the City well. Council Members voiced concerns but overall, agreed the proposed logo was better than what the City currently used. As public comment, Richard O'Donnell stated the proposed logo was no better than the current version, the change would unnecessarily cost the City money, and he said the train depot did not accurately reflect the people's wishes.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously directed staff to create an implementation plan for transitioning to a new City logo, as presented by Mayor Barich.

Vote: 5 - 0 Passed

Market Night Ad Hoc Subcommittee

Mayor Pro Tem Tejeda requested the Council consider forming a City Council Ad Hoc subcommittee to provide input on the re-opening of Market Night, and he suggested that he and Mayor Barich serve on the subcommittee. As public comment, Dennis Bell didn't understand why the Council was considering restoring Market Night.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously agreed to form a Market Night Subcommittee; and appointed Mayor Barich and Mayor Pro Tem Tejeda to serve on the Subcommittee to provide input on the re-opening of Market Night. The Subcommittee will automatically dissolve without further action by this City Council upon the Council's approval of the re-opening of Market Night.

Vote: 5 - 0 Passed

Use of City Facilities for Monthly Meetings

Council Member Davis offered background of her request to consider the use of City facilities to hold monthly meetings regarding sustainability policies. She envisioned the meetings as an informal way to discuss sustainability matters, but added, there were opportunities for the group to evolve into something more official and be a useful resource in connection with the City's Strategic Plan. City Manager Duggan clarified that this item was for the approval of the use of public space only.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved the use of City facilities to hold monthly meetings regarding sustainability policies.

Vote: 5 - 0 Passed

Accelerate Neighborhood Climate Action

Mayor Pro Tem Tejeda announced this was the fifth in a series of presentations related to Accelerate Neighborhood Climate Action (ANCA) and the work the organization was doing within the City in relation to the effects of climate change. He introduced Erin Sanborn, Director of Sustainable Education and Associate Director of Community Service Learning (CSL) at the University of Redlands, who addressed the topic of food and climate change disruption. The vulnerability of the global food system makes it critical to have a strong local food system. Redlands has some components, but needs to strengthen all components. Practical actions included: Creating more neighborhood community gardens, Encouraging backyard gardening (Resilience Gardens); Increasing support for local growers by supporting CSAs (neighbors could share), Buying at Farmers Markets, and Encouraging composting at the neighborhood level.

NEW BUSINESS

Urgency Ordinance No. 2928 Temporary 45-Day Moratorium

Due to ownership of property within 500 feet of the identified list of new housing sites in the City’s 2021-2029 Housing Element, Council Member Davis recused herself from this item. Development Services Director Desatnik detailed the need to consider Urgency Ordinance No. 2928 establishing a temporary 45-day moratorium on certain new development projects for properties located within the Commercial Industrial (EV/IC) District of the East Valley Corridor Specific Plan (EVCSP) that are identified on the list of housing sites contained in the City’s 2021-2029 Housing Element. On February 1, 2022, the City Council adopted the 2021-2029 Housing Element. The document must clearly demonstrate that the City has sufficient land zoned

to accommodate the required number of housing units for each income category identified in the Regional Housing Needs Assessment (RHNA). The City's assigned allocation is 3,516 housing units. Director Desatnik stated this item may be brought back to Council in July to consider an additional extension.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council approved, by roll call vote, to waive further reading of Urgency Ordinance No. 2928; adopted Urgency Ordinance No. 2928, establishing a temporary 45-day 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 housing sites contained in the City's 2021-2029 Housing Element (6th Cycle Housing Element); and determined that the Urgency Ordinance is exempt pursuant to Sections 15378(b)(5), 15308 and 15061(b)(3) of the California Environmental Quality Act Guidelines.

Vote: 4 - 0 Passed

Other: Council Member Denise Davis (RECUSE)

Mayor Barich excused himself and left the Council Chambers at 7:00 P.M., turning the meeting over to Mayor Pro Tem Tejeda.

Urgency Ordinance No. 2934 Temporary Moratorium New Warehouse Projects

Staff pulled this item from the agenda. The matter will be presented to the Council at the next regularly scheduled meeting of June 21, 2022.

Proposed Two-Year Budget FY 2022-2023 & FY 2023-2024

City Manager Duggan reported this item was a continuation from the May 25, 2022, Special City Council Budget Workshop meeting of the review of the City Manager's Proposed Two-Year Budget for Fiscal Years 2022-23 and 2023-24. He and Management Services/ Finance Director Garcia provided an overview of the Two-Year Budget which achieved three main funding goals: Funding basic services done extremely well; Funding deferred maintenance; and Funding to improve City services. The City expects to end FY 2022 with revenues and expenditures balanced, including the bolstering of reserves, paying down debt, investing in public safety and public infrastructure enhancements, and an unreserved fund balance of $21.4 million.

The Two-Year Budget for FY 023 and FY 2024 presents balanced budgets across both years. Budgets provided for pandemic-related cuts to be fully reversed, with the addition of new staffing and enhanced service delivery. Forecasted revenue for FY 2023 projected the local and regional economy will be bolstered by strong consumer demand. They highlighted a summary of FY 2024 Revenue Assumptions showing that local and regional economic growth begins to slow as a result of slowing consumer demand and rising interest rates. Sales tax was projected to be steady, but slower growth was anticipated. FY 2024 includes an added inflation adjustment reflecting that City services are likely to cost more than currently estimated. There is no corresponding adjustment to reflect added costs from negotiation with the City's nine bargaining units and this remains an unknown. Staff anticipates the cost of new agreements will impact the General Fund significantly, possibly adding millions of dollars per year to the City's bottom line operating budget. Lastly, it was noted that significant economic uncertainty lingers and the triple threat of high inflation, higher interest rates and stock market volatility could all impact the economy.

Each Council Member expressed their appreciation of the hard work that went towards preparing this comprehensive and ambitious Two-Year Budget. Council Member Gallagher stated the City was in a great fiscal position. City Manager Duggan praised the efforts of each Department for their great teamwork, and in particular, he recognized Finance Director Garcia and her amazing staff for their dedication and commitment to excellence.

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council approved the City Manager's Proposed Two-Year Budget for Fiscal Years 2022-2023 and 2023-2024.

Vote: 4 - 0 Passed

Citywide Annual Purchase Orders

Assistant City Manager McConnell presented Citywide Annual Purchase Orders for Fiscal Year 2022-2023 for the purchase of miscellaneous tools, services, equipment and supplies that have been budgeted by each department. By leveraging on purchasing power and economies of scale, the City is expecting to receive roughly $114,000 savings in the upcoming year.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council approved Annual Purchase Orders with Lowe's, Fastenal, Home Depot, and Office Depot, to provide miscellaneous tools, equipment, and supplies on a need-by-need basis for FY 2022-2023 and "not-to-exceed" total annual amounts as listed below: Lowe's - $200,000; Home Depot - $350,000; Office Depot - $280,000; Fastenal - $250,000.

Vote: 4 - 0 Passed

CONFIRE Membership

Fire Chief Sessler reported the benefits of the City continuing the Fire Department's membership in the CONFIRE Joint Use Authority for Fiscal Year 2022-2023. The primary function of CONFIRE is to provide for a secondary public safety answering point for 9-1-1 services, fire/emergency medical dispatching, and information technology support.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council approved the continuation of the Fire Department's membership in the CONFIRE Joint Use Authority for Fiscal Year 2022-2023 and pay associated annual fees in an amount not to exceed $772,675.

Vote: 4 - 0 Passed

Resolution No. 8348 Engineering and Traffic Survey Report

Municipal Utilities and Engineering Director Harris introduced Resolution No. 8348 adopting the 2021 Engineering and Traffic Survey Report to update specific public street speed limits. City staff conducts Engineering and Traffic Surveys (E&TS) periodically as mandated by the California Vehicle Code (CVC) to establish maximum speed limits on public streets, and to justify enforcement of these speed limits using electronic speed measuring devices.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council approved Resolution No. 8348 adopting the 2021 Engineering and Traffic Survey Report to update specific public street speed limits; and determined that approval of Resolution No. 8348 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 4 - 0 Passed

Contract Award Orange Blossom Trail Phase 3

Municipal Utilities and Engineering Director Harris reviewed a construction contract award for the Orange Blossom Trail Phase 3 Project with Deark E&C, Inc. The Project consists of constructing approximately one half mile of multi-use path along the Mission Channel from Alabama Street to Tennessee Street. The trail will be constructed with asphalt concrete. The scope of work also includes removal or replacement of curb and gutter, driveway approaches and sidewalk as necessary, protecting in place all existing utilities, trees, and public and private improvements, installing signs, pavement striping and markings, and installation and construction of drainage structures. As public comment, Dennis Bell complained the Orange Blossom Trail was a waste of the taxpayer's money since very few people used the trail.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mick Gallagher, the City Council determined that approval of a construction contract with Deark E&C, Inc. for the Orange Blossom Trail Phase 3 Project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; approved the Orange Blossom Trail Phase 3 Project plans and specifications; and awarded a construction contract to Deark E&C, Inc. in an amount not-to-exceed $782,396.

Vote: 4 - 0 Passed

Resolution Nos. 8295 and 8296 SLD and LMD Assessments

Municipal Utilities and Engineering Director Harris provided a report on the procedures to implement assessments for Street Lighting District No. 1 and Landscape Maintenance District No. 1 and introduced Resolution Nos. 8295 and 8296 for the Annual Engineer's Reports Preliminary Approval, and Declaration of Intention to Levy Fiscal Year 22/23 Assessments.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mick Gallagher, the City Council approved Resolution No. 8295, giving preliminary approval of the Annual Engineer's Reports for Landscape Maintenance District No. 1 and Street Lighting District No. 1; approved Resolution No. 8296 declaring the City Council’s intention to levy and collect assessments for fiscal year 22/23; and scheduled a June 21, 2022 Public Hearing to receive comments related to levying assessments within the these districts.

Vote: 4 - 0 Passed

On-Call Sewer Collection System Maintenance Agreement

Municipal Utilities and Engineering Director Harris presented an agreement with Houston & Harris PCS, Inc. for on-call sewer collection system maintenance in an amount not-to-exceed $900,000.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mick Gallagher, the City Council determined that approval of the Agreement with Houston & Harris PCS, Inc. is exempt from environmental review pursuant to section 15301(b) of the State's Guidelines implementing the California Environmental Quality Act; and approved the Agreement with Houston & Harris PCS, Inc. for on-call sewer collection system maintenance for an amount not-to-exceed $300,000 per year, for a one-year agreement with additional optional 2 one-year terms.

Vote: 4 - 0 Passed

Sports Field Maintenance Agreement

Assistant City Manager Boatman summarized an agreement with Mariposa Landscapes, Inc., for Sports Field Maintenance. Field rental fees, established in November 2021, are intended to recover costs for field maintenance and further support the City's recreational programs.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mick Gallagher, the City Council determined that approval of the agreement is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and approved an agreement with Mariposa Landscapes, Inc., in the amount of $308,072.44 for Sports Field Maintenance.

Vote: 4 - 0 Passed

Traffic Signal Systems Maintenance Agreement

Assistant City Manager Boatman provided details on a single source agreement with Yunex, LLC for Traffic Signal Systems Maintenance services in an amount not-to-exceed $2,000,000.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mick Gallagher, the City Council approved that the project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; approved the Single Source Agreement with Yunex, LLC for Traffic Signal Systems Maintenance in an annual amount not-to-exceed $400,0000 for a period of two years, with three additional one-year renewal options, for a possible agreement total amount not-to-exceed $2,000,000.

Vote: 4 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Council Member Davis enjoyed the final meeting of the Redlands Youth Council, celebrating the culmination of instruction and civic engagement during the course of the last nine months.

Council Member Gallagher expressed his appreciation to everyone who attended the Memorial Day Observance at Hillside Memorial Park, honoring our fallen veterans. The event was presented by American Legion Posts 106 and 650, Auxiliary Units 106 and 650, SAL Squadrons 106 and 650 and the Hometown Heroes Foundation.

ADJOURNMENT

There being no further action required the meeting adjourned at 7:59 P.M. The next regular meeting of the City of Redlands City Council will be held on June 21, 2022.

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

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

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Board Member Davis, seconded by Board Member Gallagher, the minutes of the regular meeting of May 3, 2022 were approved.

Vote: 4 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 8:00 P.M. The next regular meeting of the Agency will be held on July 5, 2022.

"A City That Works"

City Council Meeting **H. 2.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8355 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 (Council Member Davis)

MOTION:

I move to approve Resolution No. 8355.

DISCUSSION:

On June 7, the City Council adopted Resolution No. 8353 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 ending July 7, 2022. AB 361, signed into law on September 16, 2021, amends Government Code Section 54953 to provide the authority and specific requirements for public agencies to hold virtual meetings during a proclaimed state of emergency and remain in compliance with the Brown Act.

In accordance with Government Code Section 54953 (e)(3), the City Council must review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency. With the adoption of Resolution No. 8355, the City Council is reaffirming its findings and compliance to AB 361 for an additional 30 days ending July 21, 2022.

SUBMITTED BY:
Council Member Denise Davis

Attachments

Reso. 8355 Teleconference Meeting

RESOLUTION NO. 8355

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS 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 THIRTY DAYS

WHEREAS, COVID-19 (also known as the "Coronavirus Disease") is a respiratory disease that has spread across the globe, with thousands of confirmed cases in California, including within the City of Redlands ("City"); and

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services declared a public health emergency based on the threat caused by COVID-19, and the President of the United States issued a proclamation declaring a national emergency concerning COVID-19 beginning March 1, 2020; and

WHEREAS, in response to COVID-19, the Governor of the State of California issued a proclamation of a state of emergency on March 4, 2020; and

WHEREAS, the City Council of the City adopted a proclamation of a local emergency related to the COVID-19 virus on March 17, 2020; and

WHEREAS, the City is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the City Council and City boards, commissions, and committees (hereafter collectively referred to as "legislative bodies;") and

WHEREAS, all meetings of the City Council and legislative bodies are open and public as required by the Ralph M. Brown Act ("Brown Act") (Government Code section 54950 *et seq*.), so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, Government Code section 54953(b)(3) of the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met:

1. Each teleconference location from which a member is participating is noticed on the agenda;
2. Each teleconference location is accessible to the public;
3. Members of the public must be able to address the body at each teleconference location;
4. At least one member of the legislative body must be physically present at the location specified in the meeting agenda; and
5. During teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

WHEREAS, the Brown Act, as amended by AB 361 (2021), at Government Code section 54953(e), allows for remote observation and participation in meetings by members of a legislative body and members of the public without compliance with the requirements of Government Code section 54953(b)(3), subject to certain conditions; and

WHEREAS, the initial required condition of Government Code section 54953(b)(3) is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, caused by conditions as described in Government Code section 8558; and

WHEREAS, the Governor's proclamation of a state of emergency includes area within the jurisdictional boundaries of the City; and

WHEREAS, Government Code section 54953(e)(3)(A-B), added by AB 361, provides an alternative to having public meetings in accordance with Government Code Section 54953(b)(3) when the City Council has reconsidered the circumstances of the COVID-19 state of emergency and that the following circumstances exist:

1. The state of emergency as a result of COVID-19 continues to directly impact the ability of the members of City Council and the members of the City's boards, commissions, and committees to meet safely in person; and

2. The State of California and the County of San Bernardino continue to recommend measures to promote social distancing; and

WHEREAS, Government Code Section 54953(e) further requires that state or local officials have imposed, or recommended, measures to promote social distancing, or the legislative body finds that meeting in person would present an imminent risk to the health or safety of attendees; and

WHEREAS, such conditions now exist in the City in that (i) state and local officials do recommend social distancing measures, and (ii) emergency conditions evidenced by COVID-19 and its variants create ongoing COVID-19 cases, hospitalizations, and deaths, such that meeting in person would present imminent risk to health or safety of attendees; and

WHEREAS, the City Council affirms that it will allow for observation and participation by City Council members as well as board, commission, and committee members and the public, via Zoom, or other appropriate technology, in an effort to protect the constitutional and statutory rights of all attendees; and

WHEREAS, Government Code Section 54953 (e)(3) further requires that the City Council review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS HEREBY RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Council finds that the state of emergency conditions related to COVID-19 as set forth in the Governor's and City's proclamations of emergency are on-going.

Section 3. The City Council further finds that State and county officials recommend social distancing conditions causing imminent risk to attendees as described above exist.

Section 4. The City Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor, and the City, and affirms, authorizes, and proclaims the existence of a local emergency throughout the City.

Section 5. The City Council finds that the state of emergency as a result of COVID-19 continues to directly impact the ability of members of the City Council and the members of the City's boards, commissions, and committees to meet safely in person and such fact creates an imminent health risk to such members.

Section 6. The City Council hereby authorizes the City Council, and all of the boards, commissions, and committees of the City, to conduct their meetings without compliance with Government Code section 54953(b)(3), and to instead comply with the remote meeting requirements as authorized by Government Code section 54953(e).

Section 7. The City Manager and City Clerk are authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, conducting open and public meetings remotely in accordance with Government Code section 54953(e), and other applicable provisions of the Brown Act, for all City Council meetings, and all boards, commissions, and committee meetings of the City.

Section 8. This Resolution shall take effect immediately upon its adoption and shall be effective until either (i) July 21, 2022 or (ii) such time as the City Council adopts a Subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council and all City legislative bodies may continue to meet remotely, without compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e).

ADOPTED, SIGNED AND APPROVED this 21st day of June, 2022.

_____

ATTEST: Paul T. Barich, Mayor

_____

Jeanne Donaldson, City Clerk

"A City That Works"

City Council Meeting **H. 3.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8356 approving Agreement 3CA05879 with the Department of Forestry and Fire Protection (Cal Fire) for wildland protection during fiscal year 2022-2023 in an amount not to exceed $206,611.07 (Fire Chief Sessler)

MOTION(S):

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

I move to approve Resolution No. 8356.

RECOMMENDATION:

Staff recommends that City Council approve Resolution No. 8356.

DISCUSSION:

With the annexation of the area located south of Sunset Drive into the City of Redlands in 1990, the California Department of Forestry (CAL FIRE) and the City of Redlands entered into a Wildland Fire Protection Agreement. Since then, the agreement is reviewed, updated and approved annually. The agreement previously provided for the protection of 2,900 acres of wildland within the city and has now increased to 5,985 acres. This will widen the protection of the wildland areas affected. Specifically, CAL FIRE will provide supplemental fire resources such as helicopters, aircraft retardant drops, hand-crews, and unified command for wildland fire incidents. The agreement covers the period beginning July 1, 2022, to June 30, 2023, and requires annual amendments to reflect any changes in CAL Fire's costs for providing service. The annual cost for FY 2022-2023 is $206,611.07. The agreement allows for a more predictable fire suppression cost, considering that just one moderate vegetation fire could result in significant suppression costs associated with the utilization of highly specialized equipment, materials, and the costs of command staff and personnel.

ALTERNATIVES:

City Council may choose to deny approval of the Wildland Fire Protection Agreement.

STRATEGIC PLAN:

Priority B - Public Health and Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Kristina Rivas, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	2022-2023
Revenue Generating:	N
Appropriation Required Y/N:	N

Discussion:

The total cost for services under the Wildland Fire Protection Agreement from Cal Fire for fiscal year 2022-2023 is $206,611.07. This cost includes a per acre rate of $30.82 plus an administrative rate of $3.70 per acre for a total of $34.52 per acre. The total cost has been requested in the Fire Department's FY 22/23 budget.

Attachments

Resolution for CalFire Wildland Protection Agreement

RESOLUTION NO. 8356

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CALFIRE) FOR WILDLAND PROTECTION SERVICES DURING FISCAL YEAR 2022/2023.

BE IT RESOLVED, that the City of Redlands hereby approves the agreement, a copy of which is attached hereto as Exhibit "A," with the California Department of Forestry and Fire Protection (CALFIRE) dated June 21st, 2022 (Contract # 3CA05225) which provides Wildland Protection during the State fiscal year 2022/2023.

BE IT FURTHER RESOLVED that the Mayor of the City of Redlands is hereby authorized to sign and execute said agreement on behalf of the City of Redlands.

ADOPTED, SIGNED AND APPROVED ON this 21st day of June 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

AGREEMENT FOR PROTECTION OF WILDLANDS
WITHIN LOCAL AGENCY RESPONSIBILITY AREA

STATE OF CALIFORNIA

COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT
LG-W REV 3/2022

AGREEMENT NUMBER	3CA05879
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
City of Redlands

2. The term of this Agreement is: July 1, 2022 through June 30, 2023

3. The maximum amount of this Agreement is: $ 206,611.07
Two Hundred Six Thousand, Six Hundred Eleven Dollars, and Seven Cents

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

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	3 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions; DGS GTC Version: 04/2017	0 pages
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	1 pages
Exhibit E – Additional Provisions	6 pages

*Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.
General Terms and Conditions can be viewed at: http://www.dgs.ca.gov/ols

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
City of Redlands

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
PO Box 3005 Redlands, CA 92373-1505

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Bret Gouvea, Assistant Deputy Director, Cooperative Fire Protection, Safety, Training, and EMS

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General Services Use Only

EXHIBIT A

COOPERATIVE FIRE PROGRAMS

AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

1. The project representatives during the term of this Agreement will be:

CAL FIRE Unit Chief:		Local Agency:	City of Redlands
Name:	Shane Littlefield	Name:	Rich Sessler
Phone:	(909) 881-6900	Phone:	(909) 798-7600
Fax:	(909) 881-6969	Fax:	(909) 798-7602

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Shane Littlefield	Local Agency:	City of Redlands
Section/Unit:	San Bernradino Unit	Section/Unit:	
Attention:	Patrick Aguada	Attention:	Rich Sessler
Address:	3800 N. Sierra Way San Bernardino, CA 92405	Address:	PO Box 3005 Redlands, CA 92373-1505
Phone:	(909) 881-6900	Phone:	(909) 798-7600
Fax:	(909) 881-6969	Fax:	(909) 798-7602

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

2. **AUTHORIZATION**

This Agreement is entered into this 1st day of July, 2022, by and between the State of California, hereinafter called STATE and City of Redlands, County of San Bernardino, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word "Contractor" that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

3. **SCOPE OF WORK**

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 5985 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

4. SERVICES BY STATE

A. STATE shall provide wildland fire protection for the areas defined in the above section.

B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.

C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

5. ADMINISTRATION

A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.

B. STATE response will be subject to availability of resources.

C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.

D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

6. MUTUAL AID

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

7. ENTIRE AGREEMENT

This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.

EXHIBIT B

BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

1. Invoicing and Payment:

A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of $30.82 per acre, plus an 12.01% administrative charge for a total of $206,611.07 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.

B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.

C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

2. Budget Contingency Clause

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Cancellation**

   Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

2. **Audit**

   If the Agreement is over $10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

3. **Operating Plan**

   Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached after Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. **Extension of Agreement**

   Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

5. **Modification**

   This Agreement may be amended at any time by written mutual consent of the parties hereto.

6. **Indemnification**

   Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

EXHIBIT E

ADDITIONAL PROVISIONS

Attachments

☒ Budget Plan

☒ Topographic Map

☒ Operating Plan

☐ Annual Report

LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

Program Cost Account (PCA #) 39002

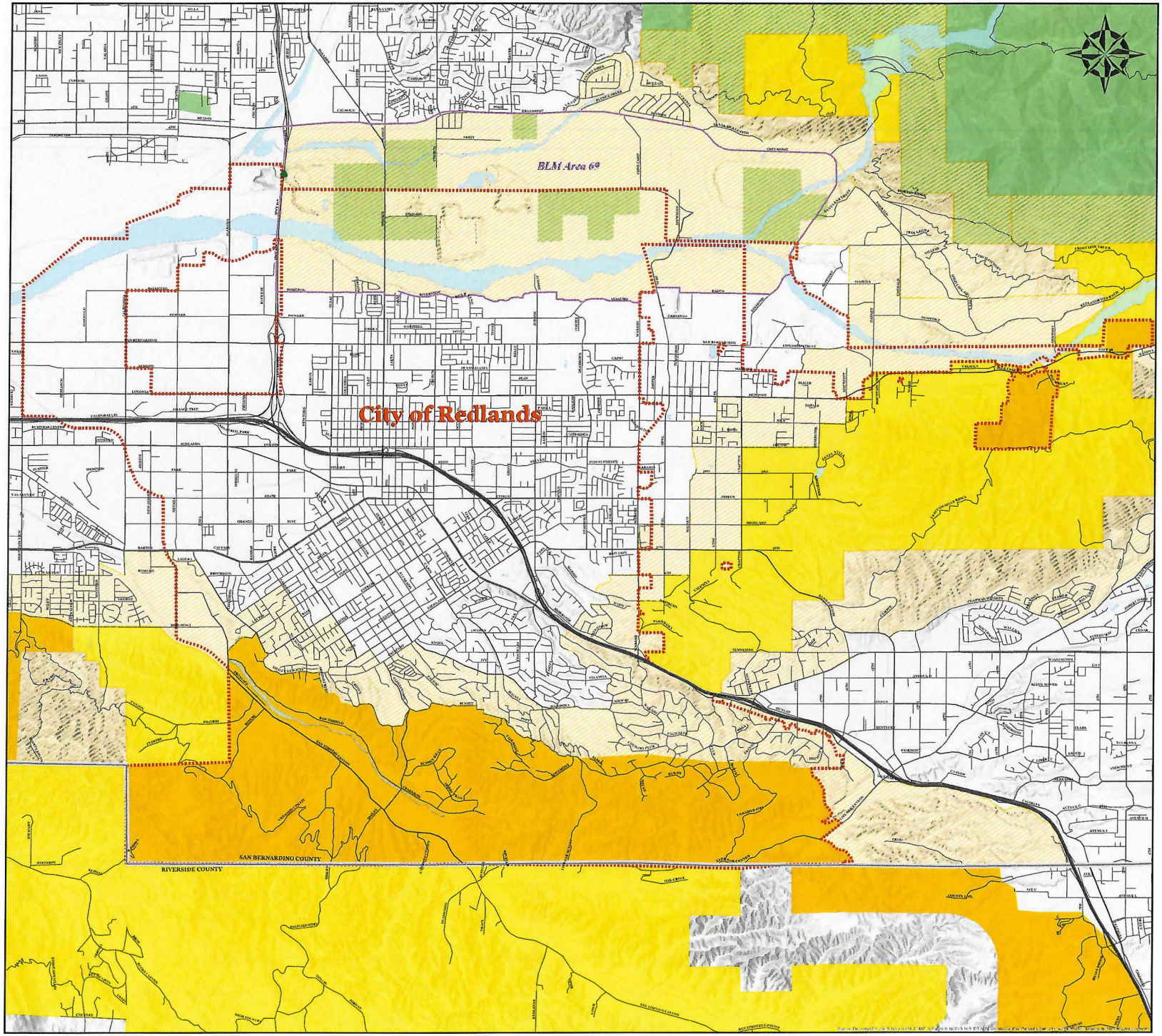
**THIS IS THE BUDGET PLAN FOR THE LOCAL RESPONSIBILITY AREA (LRA)
WILDLAND FIRE PROTECTION REIMBURSEMENT AGREEMENT BETWEEN THE
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)
AND THE CITY/TOWN OF City of Redlands A LOCAL AGENCY
FOR THE 2022/2023 FISCAL YEAR**

AGREEMENT COST CALCULATIONS:

Number of Acres 5985

General Fund Reimbursement	$ 12.97	$ 77,625.45
Unit Budget	$ 17.85	$ 106,832.25
Sub-Total		$ 184,457.70
Admin Rate	12.01%	$ 22,153.37
Total Protection Cost		**$ 206,611.07**

Comments Section:



City of Redlands

Wildland Protection Agreement (WPA)

0 0.5 1 2 Miles

Misc. Symbology

- County Line
- City of Redlands
- Water Features
- BLM Area 69
- CAL FIRE MTZ

Direct Protection Area (DPA)

- State DPA
- Federal DPA
- Local DPA
- CAL FIRE WPA

WPA:
5985 Acres

Contract # 3CA05879 p.10

REDLANDS WILDLAND CONTRACT AREA OPERATIONAL PLAN

Between

CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION (CAL FIRE), San Bernardino Unit,

And

REDLANDS FIRE DEPARTMENT

Purpose

The purpose of this operating plan is to increase and/or enhance the fire ground operations within the California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Redlands Wildland Contract area including mutual threat zones. This plan would allow responding agencies to pre-designate the Unified Ordering point, VHF Radio Frequencies, establishment of a Unified Command structure for wildland fires in the contract area.

Proposal

1. The proposed plan is to:
    a. Suppress Wildland fires within the contract area and/or mutual threat zone.
2. Area involved;
    a. See attached map, Redlands Wildland Contract area inclusive of mutual threat zones.

Procedures

1. Regardless of which agency Company Officer is on scene of the incident first, the first arriving Company Officer shall;
    a. Assume command,
    b. Establish jurisdiction,
    c. Determine threats with potential,
    d. Provide a report on conditions,
    e. Formulate and effect a plan of action,
    f. Prioritize control objectives,
    g. Life, Property and Natural Resources,
    h. Request additional resources as appropriate,
    i. Establish the Unified Ordering Point.
2. The Unified Ordering Point shall be the California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Emergency Command Center (BDCC).
3. Regardless of which agency Chief Officer is on scene of the incident first;

a. The first arriving Chief Officer will transition command from the initial attack incident commander.
b. Announce and assume command.
c. Establish an Incident Command Post.

4. Wildland fires will be managed via Unified Command structure affording all agencies with jurisdictional responsibility to establish a common set of objectives and strategies.
5. Common communications shall be established utilizing the FIRESCOPE Statewide channel plan with the following VHF frequencies.
   a. Command
      i. Common command frequency assigned by the BDCC
   b. Tactical
      ii. Common tactical frequencies assigned by the BDCC
   c. Air to Ground
      iii. Common air to ground frequencies assigned by the BDCC
   d. Note: California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Emergency Command Center (BDCC) will make every effort to assign VHF frequencies utilizing the pre-designated frequency chart below.

VHF FREQUENCIES			
BDU L1	151.4450	159.3900	BDU LOCAL 1
CDF C1	151.3550	159.3000	CDF COMMAND 1
CDF C2	151.2650	159.3300	CDF COMMAND 2
CDF C3	151.3400	159.3450	CDF COMMAND 3
CDF T5	151.2500	151.2500	CDF TAC 5
CDF T8	151.3700	151.3700	CDF TAC 8
CDF A/G	151.2200	151.2200	CDF AIR TO GND NET
VFIRE22	154.2650	154.2650	VFIRE22
VFIRE23	154.2950	154.2950	VFIRE23

6. Wildland fires in jurisdictions outside of the Redlands Wildland Contract area that are deemed an immanent threat to Redlands Wildland Contract area or mutual threat zone:
   a. Immediate notification will be made to BDCC. BDCC will in turn notify Redlands Fire Department via San Bernardino County Communications Center (XBOC).
7. For Wildland fires originating in the Redlands Wildland Contract area or mutual threat zone, Cal Fire will dispatch resources based on the Low, Medium or High dispatch levels, as well as by the closest resource concept. Additional resources may be responded based upon initial reports.

RESPONSE LEVELS			
STATE RESOURCES	HIGH	MEDIUM	LOW
Engines	5	4	2
Dozers	1	1	-
Crews	2	2	-

Helicopter	1	1	-
Air Tanker	2	-	-
Air Attack	1	-	-
Battalion Chief	1	1	1

Repair of Fire Suppression Damage

1. The nature of fire and other emergency activity work invites accidents, injuries, and general confusion. In addition, fire control forces may take actions that are reasonably necessary to control a fire or other emergency but which are damaging to property. Such actions will be considered reasonable and proper if good judgment is used by responsible personnel according to the conditions that exist at the time of the action. CAL FIRE is not obligated or authorized to make actual expenditures or efforts to repair or replace private property.
2. Advise those claimants who insist upon taking formal action to correspond with the Secretary, State Board of Control, P.O. Box 3035, 926 J Street, Suite 300, Sacramento, 5814. The claimant may be supplied by the Board of Control with a copy of form STD 275, entitled, Damage Claims Against the State of California.

Fire Information

1. Joint fire information dissemination as determined and approved by the Unified Incident Commanders.

General Procedures

1. Plan to be reviewed and updated as necessary prior to June 30th.

Administrative listings

1. California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Head Quarters 3800 N. Sierra Way San Bernardino, CA 92406. (909) 881-6900.
2. Redlands Fire Department 35 Cajon St # 12 Redlands, CA 92373-4746 (909) 798-7600

"A City That Works"

City Council Meeting **H. 4.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Salary Resolution No. 8352 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8277 (Assistant City Manager McConnell)

MOTION(S):

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

I move to approve Resolution No. 8352.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 8352 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8277.

DISCUSSION:

With the recent adoption of the FY 2022-23 and 2023-24 budget, this resolution incorporates Citywide department changes to facilitate services during the Fiscal Year 2022-23. The attached report details the changes being made for this fiscal year. In addition to changes to specific positions, several divisions were moved between departments to improve efficiencies. Animal Services has been moved from the Police Department to Facilities and Community Services, Street Maintenance and Electrical has been moved from Facilities and Community Services to Municipal Utilities and Engineering, and Land Use Engineering has been moved from Municipal Utilities and Engineering to Development Services.

The following summarizes the significant changes that are incorporated into the Fiscal Year 2022/2023 budget:

City Manager's Office: The addition of an HR Specialist and an HR Analyst to the Human Resources/Risk Management Division. These positions will provide support for recruitment, employee relations, and liability claims management.

Development Services: The addition of a Counter Services Technician to provide support for the implementation of a new electronic plan submittal and review process which will increase efficiency of plan review and a Building Inspector to maintain service levels amid increased building activity.

Facilities and Community Services: The addition of a Code Enforcement Officer, Cemetery Caretaker, Grove Maintenance Worker and several positions in the parks and recreation divisions. A reorganization of the leadership in Solid Waste resulting in a Supervisor position and two Route Coordinator positions will provide additional oversight and enforcement of policies.

Fire: The addition of a Fire Plans Examiner to focus on reviewing plans reducing turnaround times for permits, a Battalion Chief for additional administration support, and three Fire Engineers to fully staff a new tiller truck.

Library: The addition of a Museum Collections Specialist, Administrative Assistant, and PT Museum Attendant to staff the new Museum, the reclassification of a Library Specialist to Librarian to focus on youth services, and the addition of two Maintenance Workers to provide maintenance support to both the Library and the Museum.

Management Services: The addition of several positions to the Information Technology division, including an IT Manager, Help Desk Technicians, and a GIS Analyst. These positions will provide additional support for user requests as well as provide leadership and assistance with upcoming city projects. A Customer Account Specialist will be added to the Customer Service division to support the utility bill assistance program.

Municipal Utilities and Engineering: The addition of three Wastewater Collections Systems Workers to provide two full crews in that division, the restructure of Water Distribution which will provide 4 crews with a crew leader and three operators on each crew, and several salary increases for water/wastewater staff to bring the salaries in line with the market median.

Police: Several positions will be added to the Police Department to continue to increase public safety services, including two new Police Officers, two Dispatchers, two Community Service Officers, a Crime Analyst, a Property and Evidence Technician, and an additional Police Customer Service Representative.

ALTERNATIVES:
N/A

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Assistant City Manager McConnell

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
Christopher Boatman, Assistant City Manager
John Harris, Director, Municipal Utilities and Engineering
Brian Desatnik, Director, Development Services
Christopher Catren, Police Chief
Richard Sessler, Fire Chief
Don McCue, Library Director

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

Fiscal Impact

Discussion:
The changes to the salary resolution have been incorporated into the 2022/2023 fiscal year budget.

Attachments

Salary Resolution No. 8352
Position Change List 22-23
Salary Range Tables 22-23
Hourly Rate Table 22-23

RESOLUTION NO. 8352

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A SALARY SCHEDULE AND COMPENSATION PLAN FOR CITY EMPLOYEES AND RESCINDING RESOLUTION NO. 8277.

WHEREAS, the City Council is authorized and directed by Section 2.56.040 of the Redlands Municipal Code to prepare, install, revise and maintain a position classification and compensation plan covering all positions in the competitive service;

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

Section 1. The City Council of the City of Redlands hereby establishes a basic compensation plan for all employees in all of the classifications of employment as described in Section 2 of this resolution to be effective July 11, 2022.

Section 2. Salary schedule and Compensation Plan.

Department/Division	PT	FT	Unit	Range				
City Clerk's Office								
Administrative Assistant I/II		1	T	15	30			
Part Time Positions								
Administrative Assistant	1		PT					
Total City Clerk's Office	***1***	***1***						
City Manager's Office								
City Manager		1	C	3				
City Attorney		1	C	2				
Assistant City Manager		2	DD	5				
Project Manager		1	MM	61				
Grants Coordinator		1	MM	48				
Management Analyst		1	MM	45				
Administrative Analyst		1	MM	35				
Senior Administrative Assistant		1	T	45				
Human Resources/Risk Management								
Assistant Director, HR/Risk Management		1	M	90				
HR/Risk Manager		2	M	78				
Human Resource Analyst		2	MM	53				
Risk Management Specialist		1	MM	41				
HR Specialist		3	MM	35				
Administrative Assistant I/II		1	T	15	30			
Mid-Management Trainee		2	MM	26-85				
Public Information								
Public Information Officer		1	M	75				
Multimedia Production Coordinator		1	MM	27				
Purchasing								
Procurement Manager		1	M	74				
Purchasing Clerk		1	T	22				
Total City Manager's Office	***0***	***25***						

Management Services								
Director, Management Services*		1	DD	4				

Information Technology

Information Technology Manager		1	M	83				
Network Engineer		1	MM	77				
GIS Supervisor		1	MM	73				
IT Systems Supervisor		1	MM	66				
Database Administrator		1	MM	61				
System Administrator		1	MM	50				
GIS Analyst		2	MM	50				
Network Specialist		1	MM	44				
GIS Technician		1	T	59				
Sr. Help Desk Technician		1	T	72				
Help Desk Technician		3	T	57				
Administrative Assistant I/II		1	T	15	30			

Finance

Assistant Finance Director		1	M	90				
Finance Manager		1	M	78				
Senior Accountant		2	MM	51				
Management Analyst		2	MM	45				
Accountant		1	MM	35				
Senior Accounting Technician		1	T	40				
Accounting Technician I/II		2	T	23	33			

Revenue Division

Revenue Supervisor		1	MM	58				
Utilities Customer Service Supervisor		1	MM	45				
Accountant		1	MM	35				
Senior Customer Account Specialist		2	T	41				
Utilities Billing Specialist		1	T	40				
Senior Accounting Technician		1	T	40				
Utlities Billing Technician		1	T	35				
Customer Account Specialist		6	T	33				
Customer Service Technician I/II		4	T	17	27			

Payroll

Payroll Coordinator		1	MM	34				
Payroll Assistant		1	T	35				

Part Time Position

Help Desk Technician	1		PT					
IT Intern	2		PT					

Total Management Services	***3***	***46***

*the position of Director, Management Services shall perform the duties of Director of Finance as outlined in Redlands Municipal Code 2.08

Development Services Department								
Administration								
Development Services Director		1	DD	4				
Management Analyst		1	MM	45				
Administrative Analyst		1	MM	35				
Administrative Assistant I/II		1	T	15	30			
One Stop Permit Center Manager		1	M	82				
Asst/Assoc/Civil/Sr. Civil Engineer		3	MM	41	51	61	73	
NPDES Inspector I/II		1	T	59	64			
Counter Services Technician		2	T	30				
Building Division								
Chief Building Official		1	M	81				
Sr. Plans Examiner		1	MM	62				
Plans Examiner		1	T	80				
Sr. Building Inspector		1	T	80				
Building Inspector I/II		2	T	60	70			
Permit Technician I/II		2	T	52	57			
Economic Development Division								
Economic Development Manager		1	M	80				
Planning Division								
City Planner		1	M	82				
Principal Planner		2	MM	75				
Senior Planner		1	MM	65				
Junior/Assistant/Associate Planner		3	T	53	70	80		
Part Time Positions								
Planning Intern	2		PT					
Total Development Services Department	***2***	***27***						

Fire Department								
Fire Chief		1	DD	06				
Fire Marshal		1	M	88				
Deputy Fire Chief		1	F	85				
Deputy Fire Marshal		1	MM	59				
Fire Plans Examiner		1	CS	80				
Battalion Chief		4	F	79				
Fire Captain		15	F	60				
Fire Engineer		18	F	55				
Fire Fighter		21	F	50				
EMS Coordinator		1	MM	82				
Management Analyst		1	MM	45				
Emergency Operations Specialist		1	MM	34				

Fire Prevention Inspector		2	CS	55				
Sr. Administrative Assistant		1	T	45				
Administrative Assistant I/II		1	T	15	30			
Total Fire Department		***70***						
Library								
Library Director		1	C	1				
Archivist Curator		1	M	80				
Principal Librarian		1	MM	53				
Systems Administrator		1	MM	50				
Management Analyst		1	MM	45				
Senior Librarian		1	MM	37				
Special Collections Manager		1	MM	36				
Adult Literacy Coordinator		1	MM	32				
Technical Services Coordinator		1	MM	30				
Museum Collections Specialist		1	T	57				
Librarian		1	T	52				
Sr. Administrative Assistant		1	T	45				
Library Specialist I/II		5	T	22	32			
Maintenance Worker I/II		2	T	20	23			
Administrative Assistant I/II		1	T	15	30			
Technical Services Clerk		1	T	12				
Library Clerk		2	T	5				
Part Time Positions								
Administrative Assistant	1		PT					
Library Specialist	1		PT					
Library Clerk	4		PT					
Library Page	4		PT					
Technical Services Clerk	1		PT					
Museum Attendant	4		PT					
Total Library	***15***	***23***						
Municipal Utilities & Engineering Department								
Administration								
Director of Municipal Utilities and Public Works Engineering		1	DD	05				
Water Conservation Specialist		2	T	49				
Senior Administrative Assistant		4	T	45				
Engineering Services								
City Engineer		1	M	87				
Construction Manager		1	MM	78				
Asst/Assoc/Civil/Sr. Civil Engineer		6	MM	41	51	61	73	
Field Services Coordinator		1	MM	40				

Senior Asphalt Worker		1	T	44				
Senior Street Maintenance Worker I/II		2	T	44	49			
Equipment Operator OIT/I/II		3	T	19	34	39		
Asphalt Worker		2	T	34				
Sign & Paint Worker		1	T	34				
Maintenance Worker I/II		3	T	20	23			
Senior Construction Inspector		1	T	90				
Construction Inspector I/II		3	T	69	79			
Electrician		1	T	46				
NPDES Inspector I/II		1	T	59	64			

Utilities

Utilities Operations Manager		1	M	85				
Laboratory Manager		1	MM	70				
Regulatory Compliance Officer		1	T	90				
Laboratory Analyst I/II/III/IV		4	T	53	63	73	83	

Water Division

Water Production/Maint. Superintendent		1	MM	76				
Water Distribution Superintendent		1	MM	70				
Water Production Operations Supervisor		1	T	97				
Water Production Maintenance Supervisor		1	T	97				
Water Distribution Supervisor		1	T	97				
Utilities Maintenance Foreperson		1	T	80				
Electrical and Instrumentation Technician		1	T	69				
Water Distribution Crewleader		4	T	61				
Cross Connection Control Inspector		1	T	63				
Water Treatment Operator I/II/III/IV/V		8	T	55	60	67	72	77
Senior Water Quality Technician		1	T	63				
Sr. Customer Service Field Technician		1	T	48				
Plant Mechanic I/II		3	T	48	58			
Customer Service Field Technician		1	T	39				
Water Quality Technician I/II		2	T	52	57			
Water Distribution Operator		12	T	49				
Electrical and Instrumentation Apprentice		1	T	35				
Water Meter Reader I/II		3	T	21	31			
Maintenance Worker I/II		3	T	20	23			

Wastewater Division

Wastewater Operations Superintendent		1	MM	76				
Wastewater Operations Supervisor		1	T	97				
Wastewater Collection System Supervisor		1	T	89				
Utilities Maintenance Foreperson		1	T	80				
Wastewater Facilities Operator I/II/III/IV		6	T	51	61	68	78	
Plant Mechanic I/II		3	T	48	58			
Wastewater Collection System Worker I/II/III		7	T	47	50	54		

Maintenance Worker I/II		2	T	20	23			

Part Time Positions

Administrative Assistant	1		PT					

Total MUED Department	***1***	***110***

Police Department

Chief of Police		1	DD	07				
Deputy Police Chief		2	P	85				
Police Commander		2	P	81				
Police Sergeant		12	P	70				
Police Corporal		20	P	64				
Police Officer/Police Recruit		54	P/CS	60/79				
Police Operations Manager		1	M	74				
Management Analyst		1	MM	45				
Police Operations Coordinator		1	MM	36				
Digital Forensic Examiner		1	CS	85				
Crime Analyst		2	CS	79				
Executive Police Assistant		1	CS	74				
Administrative Assistant I/II		1	T	15	30			
Dispatcher Supervisor		3	CS	72				
Police Customer Service Supervisor		1	CS	64				
Forensic Specialist		2	CS	47				
Dispatcher I/II/III		15	CS	40	50	55		
Property and Evidence Technician		2	CS	43				
Community Service Officer I/II		10	CS	33	43			
Police Customer Service Representative I/II		6	CS	17	27			

Part Time Positions

Community Services Officer	1		PT					
Administrative Assistant	1		PT					
Camera Operator	6		PT					
Background Investigator	4		PT					

Total Police Department	***12***	***138***

Facilities and Community Services

Asst. Director, Facilities & Community Serv		1	M	90				
Senior Manager, Fac & Comm Serv		1	M	77				
Manager, Fac & Comm Serv		1	MM	73				
Field Services Superintendent		1	MM	65				
Field Services Project Supervisor		1	MM	48				
Homeless Solutions Coordinator		1	MM	37				
Administrative Analyst		1	MM	35				
Senior Code Enforcement Officer		1	T	70				
Code Enforcement Officer I/II		3	T	40	55			

Sr. Administrative Assistant		2	T	45				
Administrative Assistant I/II		3	T	15	30			

Airport

Airport Supervisor		1	MM	40				

Building Maintenance

Senior Building Maintenance Worker		1	T	47				
Building Maintenance Worker		3	T	38				

Solid Waste Division

Solid Waste Manager		1	MM	64				
Solid Waste Collections Supervisor		1	MM	42				
Solid Waste Route Coordinator		2	T	56				
Sr. Administrative Assistant		1	T	45				
Senior Equipment Operator		1	T	44				
Recycling Coordinator		1	T	44				
Welder		1	T	43				
Solid Waste Truck Driver		27	T	34				
Equipment Operator OIT/I/II		2	T	19	34	39		
Maintenance Worker I/II		7	T	20	23			

Fleet Services Division

Fleet Services Coordinator		1	MM	46				
Fire Mechanic		1	T	53				
Sr. Administrative Assistant		1	T	45				
Equipment Mechanic I/II		2	T	41	46			

Parks and Trees Division

Field Services Coordinator		1	MM	40				
Senior Grounds Maintenance Worker I/II		6	T	30	40			
Senior Grove Maintenance Worker		1	T	40				
Tree Trimmer I/II		4	T	30	40			
Maintenance Worker		1	T	20	23			
Grove Maintenance Worker		2	T	20				
Grounds Maintenance Worker I/II		13	T	12	20			

Cemetery Division:

Cemetery Manager		1	MM	58				
Cemetery Sales and Services Representative		1	T	58				
Cemetery Crew Leader		1	T	49				
Cemetery Caretaker I/II		2	T	17	25			

Animal Services

Animal Control Supervisor		1	CS	64				
Animal Control Officer		3	CS	30				
Administrative Assistant I/II		1	T	15	30			
Kennel Attendant		2	CS	10				

Recreation/Senior Services

Recreation Supervisor		1	MM	37				
Program Specialist		2	T	45				
Administrative Assistant I/II		1	T	15	30			
Program Aid I/II		7	T	4	9			

Part Time Positions

Program Aide	4		PT					
Cemetery Aid	1		PT					
Maintenance Worker	1		PT					

Total Facilities and Community Services	***6***	***121***

Total Full Time Positions	*561*
Total Part Time Positions	*40*
Total Authorized Positions	*601*

GRANT & DONATION FUNDED POSITIONS

Facilities and Community Services

Van Driver		1	T	10				

Total Grant Funded Positions		***1***

All grant and donation funded positions are contingent upon continued funding.

Total Authorized Positions	*601*
Total Grant Funded Positions	*1*
TOTAL POSITIONS	*602*

Section 3. In addition to the salary schedule set forth above, the compensation plan established by this resolution permits the City Manager to establish programs for incentive awards, length of service awards, pay for performance, and other methods of recognizing employee work performance.

Section 4. Resolution No.8277 of the City of Redlands is hereby rescinded effective July 10, 2022.

Adopted, approved and signed this 21st day of June, 2022.

_____

Paul T. Barich, Mayor, City of Redlands

ATTEST:

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 21st day of June, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

POSITION CHANGE LISTING

Salary Resolution No. 8352

Department	Current Position	Unit Range/Step	New Position	Unit Range/Step
Added Positions				
CM			HR Specialist	MM35
CM			HR Analyst	MM53
DSD			Planning Intern	PT
DSD			Counter Services Technician	T30
DSD			Building Inspector I/II	T60/70
Fire			Fire Plans Examiner	CS80
Fire			Battalion Chief	F80
Fire			Fire Engineer	F55
Fire			Fire Engineer	F55
Fire			Fire Engineer	F55
MUED			Water Distribution Crewleader	T61
MUED			Water Distribution Operator	T49
MUED			Water Distribution Operator	T49
MUED			Wastewater Collections Sys Worker	T47-54
MUED			Wastewater Collections Sys Worker	T47-54
MUED			Wastewater Collections Sys Worker	T47-54
MUED			Utilities Maintenance Foreperson	T80
MUED			Water Treatment Operator	T55-77
MUED			Water Conservation Specialist	T49
Mgmt Serv			IT Manager	M83
Mgmt Serv			Help Desk Technician	T57
Mgmt Serv			PT Help Desk Technician	PT
Mgmt Serv			GIS Analyst	MM50
Mgmt Serv			Sr. Help Desk Technician	T72
Mgmt Serv			GIS Intern	PT
Mgmt Serv			Sr. Customer Account Specialist	T41
Mgmt Serv			Customer Account Specialist	T33
FCS			Cemetery Caretaker I/II	T17/25
FCS			Code Enforcement Officer I/II	T40/55
FCS			Grove Maintenance Worker	T20
FCS			Sr. Grounds Maintenance Worker	T30/40
FCS			Sr. Grounds Maintenance Worker	T30/40
FCS			Grounds Maintenance Worker I/II	T12/20
FCS			Maintenance Worker I/II	T20/23
FCS			Administrative Assistant I/II	T15/30
FCS			Program Aid I/II	T4/9
FCS			Program Aid I/II	T4/9
FCS			PT Program Aid	PT
FCS			PT Program Aid	PT
FCS			Solid Waste Route Coordinator	T56
FCS			Solid Waste Route Coordinator	T56
FCS			Solid Waste Collection Supervisor	MM42
Library			Museum Collections Specialist	T57
Library			Administrative Assistant I/II	T15/30
Library			Maintenance Worker I/II	T20/23
Library			Maintenance Worker I/II	T20/23
Library			PT Museum Attendant	PT
PD			Dispatcher I/II/III	CS40/50/55
PD			Dispatcher I/II/III	CS40/50/55
PD			Property and Evidence Technician	CS43
PD			Crime Analyst	CS79
PD			Police Officer	P60

PD			Police Officer	P60
PD			Community Service Officer I/II	CS33/43
PD			Community Service Officer I/II	CS33/43
PD			Administrative Assistant I/II	T15/30
PD			Police Customer Service Rep	CS17/27

Deleted Positions

CM	HR Technician	T37		
MUED	Management Analyst	MM45		
MUED	Water/Wastewater Apprentice	PT		
MUED	Water/Wastewater Apprentice	PT		
MUED	Water/Wastewater Apprentice	PT		
MUED	Water/Wastewater Apprentice	PT		
MUED	Water/Wastewater Apprentice	PT		
MUED	Water Waste Investigator	PT		
MUED	Water Waste Investigator	PT		
MUED	Sr. Water Treatment Operator	T79		
MUED	Sr. Water Distribution Operator	T48		
MUED	Sr. Water Distribution Operator	T48		
MUED	Sr. Water Distribution Operator	T48		
MUED	Sr. Water Distribution Operator	T48		
MUED	PT Technical Services Clerk	PT		
MUED	Sr. Water Conservation Specialist	T71		
Mgmt Serv	IT Operations Manager	MM74		
FCS	PT Maintenance Worker	PT		
FCS	Traffic Signal Technician I/II	T28/46		
FCS	PT Program Assistant	PT		
FCS	PT Program Assistant	PT		
FCS	PT Program Aid	PT		
FCS	PT Equipment Operator	PT		
FCS	Sr. Solid Waste Truck Driver	T44		
FCS	Solid Waste Collections Coord.	T59		
Library	PT Building Maintenance Worker	PT		

Reclassifications

CM	Sr. HR Analyst/Volunteer Coord	MM65	HR Manager	M78
MUED	Administrative Assistant	T30	Sr. Administrative Assistant	T45
MUED	Engineering Manager	M85	City Engineer	M87
Mgmt Serv	GIS Administrator	MM46	GIS Analyst	MM50
Library	Associate Archivist	MM32	Special Collections Manager	MM36
Library	Library Specialist	T32	Librarian	T52

Salary/Title Changes

MUED	Assistant Engineer	T74	Assistant Engineer	MM41
All	Administrative Analyst	MM30	Administrative Analyst	MM35
CM - HR	HR Specialist	MM30	HR Specialist	MM35
Fire	Emergency Operations Spec	MM25	Emergency Operations Spec	MM34
Library	Archivist Curator	M78	Archivist Curator	M80
MUED	Water Distribution Operator	T35	Water Distribution Operator	T49
MUED	Water Treatment Operator I-V	T54-77	Water Treatment Operator I-V	T55-77
MUED	Water Quality Technician I/II	T39/49	Water Quality Technician I/II	T52/57
MUED	Sr. Water Quality Technician	T54	Sr. Water Quality Technician	T63
MUED	Cross Connection Control Insp	T58	Cross Connection Control Insp	T63
MUED	Meter Reader I/II	T17/27	Meter Reader I/II	T21/31
MUED	Plant Mechanic	T43/53	Plant Mechanic	T48/58
MUED	Laboratory Manager	MM58	Laboratory Manager	MM70
MUED	Laboratory Analyst I-IV	T33-58	Laboratory Analyst I-IV	T53-83
MUED	Line Maintenance Worker I-IV	T34-54	Wastewater Collections Sys Worker I-III	T47-54

All	Maintenance Worker I/II	T14/20	Maintenance Worker I/II	T20/23
Mgmt Serv	GIS Supervisor	MM76	GIS Supervisor	MM73
Mgmt Serv	Information Sys Supervisor	MM64	Information Sys Supervisor	MM66
Mgmt Serv	Payroll Coordinator	MM30	Payroll Coordinator	MM34
Mgmt Serv	GIS Technician	T57	GIS Technician	T59
Mgmt Serv	Help Desk Technician	T54	Help Desk Technician	T57
FCS	Recreation Supervisor	MM35	Recreation Supervisor	MM37
FCS	Program Aid	T4	Program Aid I/II	T4/9
FCS	PT Maintenance Worker	$17.83	PT Maintenance Worker	$18.93
FCS	Mechanic I/II	T41/46	Equipment Mechanic I/II	T41/46
FCS	Fleet Services Coordinator	MM40	Fleet Services Coordinator	MM46
FCS	Heavy Equipment Mechanic	T43	Equipment Mechanic I/II	T41/46

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T4	NE	HOURLY	15.091	15.846	16.638	17.470	18.343	19.260
		MONTHLY	2616	2747	2884	3028	3179.51	3338
		ANNUAL	31389	32959	34607	36337	38154	40062
T5	NE	HOURLY	16.303	17.118	17.974	18.873	19.817	20.808
		MONTHLY	2826	2967	3116	3271	**3434.89**	3607
		ANNUAL	33911	35606	37387	39256	41219	43280
T6	NE	HOURLY	16.466	17.290	18.154	19.062	20.015	21.016
		MONTHLY	2854	2997	3147	3304	**3469**	3643
		ANNUAL	34250	35962	37760	39648	41631	43712
T7	NE	HOURLY	16.631	17.462	18.336	19.252	20.215	21.226
		MONTHLY	2883	3027	3178	3337	**3504**	3679
		ANNUAL	34592	36322	38138	40045	42047	44150
T8	NE	HOURLY	16.797	17.637	18.519	19.445	20.417	21.438
		MONTHLY	2912	3057	3210	3370	**3539**	3716
		ANNUAL	34938	36685	38519	40445	42468	44591
T9	NE	HOURLY	16.965	17.813	18.704	19.639	20.621	21.652
		MONTHLY	2941	3088	3242	3404	**3574**	3753
		ANNUAL	35288	37052	38905	40850	42892	45037
T10	NE	HOURLY	17.135	17.992	18.891	19.836	20.828	21.869
		MONTHLY	2970	3119	3274	3438	**3610**	3791
		ANNUAL	35640	37423	39294	41258	43321	45487
T11	NE	HOURLY	17.306	18.172	19.080	20.034	21.036	22.088
		MONTHLY	3000	3150	3307	3473	**3646**	3829
		ANNUAL	35997	37797	39687	41671	43754	45942
T12	NE	HOURLY	17.479	18.353	19.271	20.234	21.246	22.308
		MONTHLY	3030	3181	3340	3507	**3683**	3867
		ANNUAL	36357	38175	40083	42088	44192	46402
T13	NE	HOURLY	17.654	18.537	19.464	20.437	21.459	22.532
		MONTHLY	3060	3213	3374	3542	**3719**	3905
		ANNUAL	36720	38556	40484	42508	44634	46866
T14	NE	HOURLY	17.831	18.722	19.658	20.641	21.673	22.757
		MONTHLY	3091	3245	3407	3578	**3757**	3945
		ANNUAL	37088	38942	40889	42934	45080	47334
T15	NE	HOURLY	18.009	18.909	19.855	20.848	21.890	22.984
		MONTHLY	3122	3278	3442	3614	**3794**	3984
		ANNUAL	37459	39331	41298	43363	45531	47808
T16	NE	HOURLY	18.189	19.098	20.053	21.056	22.109	23.214
		MONTHLY	3153	3310	3476	3650	**3832**	4024
		ANNUAL	37833	39725	41711	43797	45986	48286

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T17	NE	HOURLY	18.371	19.289	20.254	21.267	22.330	23.446
		MONTHLY	3184	3344	3511	3686	**3871**	4064
		ANNUAL	38211	40122	42128	44235	46446	48769
T18	NE	HOURLY	18.555	19.482	20.456	21.479	22.553	23.681
		MONTHLY	3216	3377	3546	3723	**3909**	4105
		ANNUAL	38594	40523	42549	44677	46911	49256
T19	NE	HOURLY	18.740	19.677	20.661	21.694	22.779	23.918
		MONTHLY	3248	3411	3581	3760	**3948**	4146
		ANNUAL	38979	40928	42975	45124	47380	49749
T20	NE	HOURLY	18.928	19.874	20.868	21.911	23.007	24.157
		MONTHLY	3281	3445	3617	3798	**3988**	4187
		ANNUAL	39369	41338	43405	45575	47854	50246
T21	NE	HOURLY	19.117	20.073	21.076	22.130	23.237	24.398
		MONTHLY	3314	3479	3653	3836	**4028**	4229
		ANNUAL	39763	41751	43839	46031	48332	50749
T22	NE	HOURLY	19.308	20.273	21.287	22.351	23.469	24.642
		MONTHLY	3347	3514	3690	3874	**4068**	4271
		ANNUAL	40161	42169	44277	46491	48815	51256
T23	NE	HOURLY	19.501	20.476	21.500	22.575	23.704	24.889
		MONTHLY	3380	3549	3727	3913	**4109**	4314
		ANNUAL	40562	42590	44720	46956	49304	51769
T24	NE	HOURLY	19.696	20.681	21.715	22.801	23.941	25.138
		MONTHLY	3414	3585	3764	3952	**4150**	4357
		ANNUAL	40968	43016	45167	47425	49797	52286
T25	NE	HOURLY	19.893	20.888	21.932	23.029	24.180	25.389
		MONTHLY	3448	3621	3802	3992	**4191**	4401
		ANNUAL	41378	43446	45619	47900	50295	52809
T26	NE	HOURLY	20.092	21.097	22.151	23.259	24.422	25.643
		MONTHLY	3483	3657	3840	4032	**4233**	4445
		ANNUAL	41791	43881	46075	48379	50798	53337
T27	NE	HOURLY	20.293	21.308	22.373	23.492	24.666	25.899
		MONTHLY	3517	3693	3878	4072	**4275**	4489
		ANNUAL	42209	44320	46536	48862	51306	53871
T28	NE	HOURLY	20.496	21.521	22.597	23.726	24.913	26.158
		MONTHLY	3553	3730	3917	4113	**4318**	4534
		ANNUAL	42631	44763	47001	49351	51819	54410
T29	NE	HOURLY	20.701	21.736	22.823	23.964	25.162	26.420
		MONTHLY	3588	3768	3956	4154	**4361**	4579
		ANNUAL	43058	45210	47471	49845	52337	54954

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T30	NE	HOURLY	20.908	21.953	23.051	24.203	25.414	26.684
		MONTHLY	3624	3805	3995	4195	**4405**	4625
		ANNUAL	43488	45663	47946	50343	52860	55503
T31	NE	HOURLY	21.117	22.173	23.281	24.445	25.668	26.951
		MONTHLY	3660	3843	4035	4237	**4449**	4672
		ANNUAL	43923	46119	48425	50846	53389	56058
T32	NE	HOURLY	21.328	22.394	23.514	24.690	25.924	27.221
		MONTHLY	3697	3882	4076	4280	**4494**	4718
		ANNUAL	44362	46580	48909	51355	53923	56619
T33	NE	HOURLY	21.541	22.618	23.749	24.937	26.184	27.493
		MONTHLY	3734	3921	4117	4322	**4538**	4765
		ANNUAL	44806	47046	49399	51868	54462	57185
T34	NE	HOURLY	21.757	22.845	23.987	25.186	26.445	27.768
		MONTHLY	3771	3960	4158	4366	**4584**	4813
		ANNUAL	45254	47517	49893	52387	55006	57757
T35	NE	HOURLY	21.974	23.073	24.227	25.438	26.710	28.045
		MONTHLY	3809	3999	4199	4409	**4630**	4861
		ANNUAL	45707	47992	50391	52911	55557	58334
T36	NE	HOURLY	22.194	23.304	24.469	25.692	26.977	28.326
		MONTHLY	3847	4039	4241	4453	**4676**	4910
		ANNUAL	46164	48472	50895	53440	56112	58918
T37	NE	HOURLY	22.416	23.537	24.714	25.949	27.247	28.609
		MONTHLY	3885	4080	4284	4498	**4723**	4959
		ANNUAL	46625	48956	51404	53975	56673	59507
T38	NE	HOURLY	22.640	23.772	24.961	26.209	27.519	28.895
		MONTHLY	3924	4121	4327	4543	**4770**	5008
		ANNUAL	47091	49446	51918	54514	57240	60102
T39	NE	HOURLY	22.867	24.010	25.210	26.471	27.794	29.184
		MONTHLY	3964	4162	4370	4588	**4818**	5059
		ANNUAL	47562	49941	52438	55059	57812	60703
T40	NE	HOURLY	23.095	24.250	25.462	26.736	28.072	29.476
		MONTHLY	4003	4203	4413	4634	**4866**	5109
		ANNUAL	48038	50440	52962	55610	58390	61310
T41	NE	HOURLY	23.326	24.492	25.717	27.003	28.353	29.771
		MONTHLY	4043	4245	4458	4681	**4915**	5160
		ANNUAL	48518	50944	53492	56166	58974	61923
T42	NE	HOURLY	23.559	24.737	25.974	27.273	28.637	30.068
		MONTHLY	4084	4288	4502	4727	**4964**	5212
		ANNUAL	49004	51454	54026	56728	59564	62542

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T43	NE	HOURLY	23.795	24.985	26.234	27.546	28.923	30.369
		MONTHLY	4124	4331	4547	4775	**5013**	5264
		ANNUAL	49494	51968	54567	57295	60160	63168
T44	NE	HOURLY	24.033	25.235	26.496	27.821	29.212	30.673
		MONTHLY	4166	4374	4593	4822	**5063**	5317
		ANNUAL	49989	52488	55112	57868	60761	63799
T45	NE	HOURLY	24.273	25.487	26.761	28.099	29.504	30.980
		MONTHLY	4207	4418	4639	4871	**5114**	5370
		ANNUAL	50488	53013	55663	58447	61369	64437
T46	NE	HOURLY	24.516	25.742	27.029	28.380	29.799	31.289
		MONTHLY	4249	4462	4685	4919	**5165**	5423
		ANNUAL	50993	53543	56220	59031	61983	65082
T47	NE	HOURLY	24.761	25.999	27.299	28.664	30.097	31.602
		MONTHLY	4292	4507	4732	4968	**5217**	5478
		ANNUAL	51503	54078	56782	59621	62603	65733
T48	NE	HOURLY	25.009	26.259	27.572	28.951	30.398	31.918
		MONTHLY	4335	4552	4779	5018	**5269**	5532
		ANNUAL	52018	54619	57350	60218	63229	66390
T49	NE	HOURLY	25.259	26.522	27.848	29.240	30.702	32.237
		MONTHLY	4378	4597	4827	5068	**5322**	5588
		ANNUAL	52538	55165	57924	60820	63861	67054
T50	NE	HOURLY	25.511	26.787	28.126	29.533	31.009	32.560
		MONTHLY	4422	4643	4875	5119	**5375**	5644
		ANNUAL	53064	55717	58503	61428	64499	67724
T51	NE	HOURLY	25.767	27.055	28.408	29.828	31.319	32.885
		MONTHLY	4466	4690	4924	5170	**5429**	5700
		ANNUAL	53594	56274	59088	62042	65144	68402
T52	NE	HOURLY	26.024	27.325	28.692	30.126	31.633	33.214
		MONTHLY	4511	4736	4973	5222	**5483**	5757
		ANNUAL	54130	56837	59679	62663	65796	69086
T53	NE	HOURLY	26.284	27.599	28.979	30.428	31.949	33.546
		MONTHLY	4556	4784	5023	5274	**5538**	5815
		ANNUAL	54672	57405	60276	63289	66454	69777
T54	NE	HOURLY	26.547	27.875	29.268	30.732	32.268	33.882
		MONTHLY	4602	4832	5073	5327	**5593**	5873
		ANNUAL	55218	57979	60878	63922	67118	70474
T55	NE	HOURLY	26.813	28.153	29.561	31.039	32.591	34.221
		MONTHLY	4648	4880	5124	5380	**5649**	5932
		ANNUAL	55771	58559	61487	64561	67790	71179

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T56	NE	HOURLY	27.081	28.435	29.857	31.350	32.917	34.563
		MONTHLY	4694	4929	5175	5434	**5706**	5991
		ANNUAL	56328	59145	62102	65207	68467	71891
T57	NE	HOURLY	27.352	28.719	30.155	31.663	33.246	34.909
		MONTHLY	4741	4978	5227	5488	**5763**	6051
		ANNUAL	56892	59736	62723	65859	69152	72610
T58	NE	HOURLY	27.625	29.007	30.457	31.980	33.579	35.258
		MONTHLY	4788	5028	5279	5543	**5820**	6111
		ANNUAL	57461	60334	63350	66518	69844	73336
T59	NE	HOURLY	27.902	29.297	30.761	32.299	33.914	35.610
		MONTHLY	4836	5078	5332	5599	**5879**	6172
		ANNUAL	58035	60937	63984	67183	70542	74069
T60	NE	HOURLY	28.181	29.590	31.069	32.622	34.254	35.966
		MONTHLY	4885	5129	5385	5655	**5937**	6234
		ANNUAL	58615	61546	64624	67855	71248	74810
T61	NE	HOURLY	28.462	29.885	31.380	32.949	34.596	36.326
		MONTHLY	4933	5180	5439	5711	**5997**	6296
		ANNUAL	59202	62162	65270	68533	71960	75558
T62	NE	HOURLY	28.747	30.184	31.694	33.278	34.942	36.689
		MONTHLY	4983	5232	5494	5768	**6057**	6359
		ANNUAL	59794	62783	65923	69219	72680	76314
T63	NE	HOURLY	29.034	30.486	32.010	33.611	35.292	37.056
		MONTHLY	5033	5284	5548	5826	**6117**	6423
		ANNUAL	60392	63411	66582	69911	73406	77077
T64	NE	HOURLY	29.325	30.791	32.331	33.947	35.644	37.427
		MONTHLY	5083	5337	5604	5884	**6178**	6487
T65	NE	HOURLY	29.618	31.099	32.654	34.287	36.001	37.801
		MONTHLY	5134	5390	5660	5943	**6240**	6552
		ANNUAL	61605	64686	67920	71316	74882	78626
T66	NE	HOURLY	29.914	31.410	32.980	34.629	36.361	38.179
		MONTHLY	5185	5444	5717	6002	**6303**	6618
		ANNUAL	62222	65333	68599	72029	75631	79412
T67	NE	HOURLY	30.213	31.724	33.310	34.976	36.725	38.561
		MONTHLY	5237	5499	5774	6062	**6366**	6684
		ANNUAL	62844	65986	69285	72749	76387	80206
T68	NE	HOURLY	30.515	32.041	33.643	35.325	37.092	38.946
		MONTHLY	5289	5554	5832	6123	**6429**	6751
		ANNUAL	63472	66646	69978	73477	77151	81008

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T69	NE	HOURLY	30.821	32.362	33.980	35.679	37.463	39.336
		MONTHLY	5342	5609	5890	6184	**6494**	6818
		ANNUAL	64107	67312	70678	74212	77922	81818
T70	NE	HOURLY	31.129	32.685	34.320	36.036	37.837	39.729
		MONTHLY	5396	5665	5949	6246	**6558**	6886
		ANNUAL	64748	67985	71385	74954	78702	82637
T71	NE	HOURLY	31.440	33.012	34.663	36.396	38.216	40.126
		MONTHLY	5450	5722	6008	6309	**6624**	6955
		ANNUAL	65395	68665	72098	75703	79489	83463
T72	NE	HOURLY	31.755	33.342	35.009	36.760	38.598	40.528
		MONTHLY	5504	5779	6068	6372	**6690**	7025
		ANNUAL	66049	69352	72819	76460	80283	84298
T73	NE	HOURLY	32.072	33.676	35.359	37.127	38.984	40.933
		MONTHLY	5559	5837	6129	6435	**6757**	7095
		ANNUAL	66710	70045	73548	77225	81086	85141
T74	NE	HOURLY	32.393	34.012	35.713	37.499	39.374	41.342
		MONTHLY	5615	5895	6190	6500	**6825**	7166
		ANNUAL	67377	70746	74283	77997	81897	85992
T75	NE	HOURLY	32.717	34.353	36.070	37.874	39.767	41.756
		MONTHLY	5671	5954	6252	6565	**6893**	7238
		ANNUAL	68051	71453	75026	78777	82716	86852
T76	NE	HOURLY	33.044	34.696	36.431	38.252	40.165	42.173
		MONTHLY	5728	6014	6315	6630	**6962**	7310
		ANNUAL	68731	72168	75776	79565	83543	87720
T77	NE	HOURLY	33.374	35.043	36.795	38.635	40.567	42.595
		MONTHLY	5785	6074	6378	6697	**7032**	7383
		ANNUAL	69419	72890	76534	80361	84379	88598
T78	NE	HOURLY	33.708	35.393	37.163	39.021	40.972	43.021
		MONTHLY	5843	6135	6442	6764	**7102**	7457
		ANNUAL	70113	73618	77299	81164	85223	89484
T79	NE	HOURLY	34.045	35.747	37.535	39.412	41.382	43.451
		MONTHLY	5901	6196	6506	6831	**7173**	7532
		ANNUAL	70814	74355	78072	81976	86075	90378
T80	NE	HOURLY	34.386	36.105	37.910	39.806	41.796	43.886
		MONTHLY	5960	6258	6571	6900	**7245**	7607
		ANNUAL	71522	75098	78853	82796	86935	91282
T81	NE	HOURLY	34.729	36.466	38.289	40.204	42.214	44.325
		MONTHLY	6020	6321	6637	6969	**7317**	7683
		ANNUAL	72237	75849	79642	83624	87805	92195

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T82	NE	HOURLY	35.077	36.831	38.672	40.606	42.636	44.768
		MONTHLY	6080	6384	6703	7038	**7390**	7760
		ANNUAL	72960	76608	80438	84460	88683	93117
T83	NE	HOURLY	35.428	37.199	39.059	41.012	43.062	45.215
		MONTHLY	6141	6448	6770	7109	**7464**	7837
		ANNUAL	73689	77374	81242	85304	89570	94048
T84	NE	HOURLY	35.782	37.571	39.449	41.422	43.493	45.668
		MONTHLY	6202	6512	6838	7180	**7539**	7916
		ANNUAL	74426	78147	82055	86158	90465	94989
T85	NE	HOURLY	36.140	37.947	39.844	41.836	43.928	46.124
		MONTHLY	6264	6577	6906	7252	**7614**	7995
		ANNUAL	75170	78929	82875	87019	91370	95939
T86	NE	HOURLY	36.501	38.326	40.242	42.254	44.367	46.586
		MONTHLY	6327	6643	6975	7324	**7690**	8075
		ANNUAL	75922	79718	83704	87889	92284	96898
T87	NE	HOURLY	36.866	38.709	40.645	42.677	44.811	47.051
		MONTHLY	6390	6710	7045	7397	**7767**	8156
		ANNUAL	76681	80515	84541	88768	93207	97867
T88	NE	HOURLY	37.235	39.096	41.051	43.104	45.259	47.522
		MONTHLY	6454	6777	7116	7471	**7845**	8237
		ANNUAL	77448	81321	85387	89656	94139	98846
T89	NE	HOURLY	37.607	39.487	41.462	43.535	45.712	47.997
		MONTHLY	6519	6844	7187	7546	**7923**	8320
		ANNUAL	78223	82134	86240	90552	95080	99834
T90	NE	HOURLY	37.983	39.882	41.876	43.970	46.169	48.477
		MONTHLY	6584	6913	7259	7621	**8003**	8403
		ANNUAL	79005	82955	87103	91458	96031	100832
T91	NE	HOURLY	38.363	40.281	42.295	44.410	46.630	48.962
		MONTHLY	6650	6982	7331	7698	**8083**	8487
		ANNUAL	79795	83785	87974	92373	96991	101841
T92	NE	HOURLY	38.747	40.684	42.718	44.854	47.097	49.452
		MONTHLY	6716	7052	7404	7775	**8163**	8572
		ANNUAL	80593	84622	88854	93296	97961	102859
T93	NE	HOURLY	39.134	41.091	43.145	45.303	47.568	49.946
		MONTHLY	6783	7122	7479	7852	**8245**	8657
		ANNUAL	81399	85469	89742	94229	98941	103888
T94	NE	HOURLY	39.525	41.502	43.577	45.756	48.043	50.445
		MONTHLY	6851	7194	7553	7931	**8328**	8744
		ANNUAL	82213	86323	90640	95172	99930	104927

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T95	NE	HOURLY	39.921	41.917	44.012	46.213	48.524	50.950
		MONTHLY	6920	7266	7629	8010	**8411**	8831
		ANNUAL	83035	87187	91546	96123	100929	105976
T96	NE	HOURLY	40.320	42.336	44.453	46.675	49.009	51.459
		MONTHLY	6989	7338	7705	8090	**8495**	8920
		ANNUAL	83865	88058	92461	97084	101939	107036
T97	NE	HOURLY	40.723	42.759	44.897	47.142	49.499	51.974
		MONTHLY	7059	7412	7782	8171	**8580**	9009
		ANNUAL	84704	88939	93386	98055	102958	108106

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS10	NE	HOURLY	16.265	17.078	17.932	18.829	19.770	20.759
		MONTHLY	2819	2960	3108	3264	**3426.83**	3598
		ANNUAL	33831	35523	37299	39164	41122	43178
CS11	NE	HOURLY	16.428	17.249	18.111	19.017	19.968	20.966
		MONTHLY	2847	2990	3139	3296	**3461**	3634
		ANNUAL	34169	35878	37672	39555	41533	43610
CS12	NE	HOURLY	16.592	17.421	18.293	19.207	20.168	21.176
		MONTHLY	2876	3020	3171	3329	**3496**	3670
		ANNUAL	34511	36237	38049	39951	41949	44046
CS13	NE	HOURLY	16.758	17.596	18.475	19.399	20.369	21.388
		MONTHLY	2905	3050	3202	3363	**3531**	3707
		ANNUAL	34856	36599	38429	40350	42368	44486
CS14	NE	HOURLY	16.925	17.772	18.660	19.593	20.573	21.602
		MONTHLY	2934	3080	3234	3396	**3566**	3744
		ANNUAL	35205	36965	38813	40754	42792	44931
CS15	NE	HOURLY	17.095	17.949	18.847	19.789	20.779	21.818
		MONTHLY	2963	3111	3267	3430	**3602**	3782
		ANNUAL	35557	37335	39201	41162	43220	45381
CS16	NE	HOURLY	17.266	18.129	19.035	19.987	20.986	22.036
		MONTHLY	2993	3142	3299	3464	**3638**	3820
		ANNUAL	35912	37708	39593	41573	43652	45834
CS17	NE	HOURLY	17.438	18.310	19.226	20.187	21.196	22.256
		MONTHLY	3023	3174	3332	3499	**3674**	3858
		ANNUAL	36272	38085	39989	41989	44088	46293
CS18	NE	HOURLY	17.613	18.493	19.418	20.389	21.408	22.479
		MONTHLY	3053	3205	3366	3534	**3711**	3896
		ANNUAL	36634	38466	40389	42409	44529	46756
CS19	NE	HOURLY	17.789	18.678	19.612	20.593	21.622	22.703
		MONTHLY	3083	3238	3399	3569	**3748**	3935
		ANNUAL	37001	38851	40793	42833	44974	47223
CS20	NE	HOURLY	17.967	18.865	19.808	20.799	21.839	22.930
		MONTHLY	3114	3270	3433	3605	**3785**	3975
		ANNUAL	37371	39239	41201	43261	45424	47695
CS21	NE	HOURLY	18.146	19.054	20.006	21.007	22.057	23.160
		MONTHLY	3145	3303	3468	3641	**3823**	4014
		ANNUAL	37744	39632	41613	43694	45878	48172
CS22	NE	HOURLY	18.328	19.244	20.206	21.217	22.278	23.391
		MONTHLY	3177	3336	3502	3678	**3861**	4055
		ANNUAL	38122	40028	42029	44131	46337	48654

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS23	NE	HOURLY	18.511	19.437	20.408	21.429	22.500	23.625
		MONTHLY	3209	3369	3537	3714	**3900**	4095
		ANNUAL	38503	40428	42450	44572	46801	49141
CS24	NE	HOURLY	18.696	19.631	20.613	21.643	22.725	23.862
		MONTHLY	3241	3403	3573	3751	**3939**	4136
		ANNUAL	38888	40832	42874	45018	47269	49632
CS25	NE	HOURLY	18.883	19.827	20.819	21.860	22.953	24.100
		MONTHLY	3273	3437	3609	3789	**3978**	4177
		ANNUAL	39277	41241	43303	45468	47741	50128
CS26	NE	HOURLY	19.072	20.026	21.027	22.078	23.182	24.341
		MONTHLY	3306	3471	3645	3827	**4018**	4219
		ANNUAL	39670	41653	43736	45923	48219	50630
CS27	NE	HOURLY	19.263	20.226	21.237	22.299	23.414	24.585
		MONTHLY	3339	3506	3681	3865	**4058**	4261
		ANNUAL	40066	42070	44173	46382	48701	51136
CS28	NE	HOURLY	19.455	20.428	21.449	22.522	23.648	24.830
		MONTHLY	3372	3541	3718	3904	**4099**	4304
		ANNUAL	40467	42490	44615	46846	49188	51647
CS29	NE	HOURLY	19.650	20.632	21.664	22.747	23.885	25.079
		MONTHLY	3406	3576	3755	3943	**4140**	4347
		ANNUAL	40872	42915	45061	47314	49680	52164
CS30	NE	HOURLY	19.846	20.839	21.881	22.975	24.123	25.330
		MONTHLY	3440	3612	3793	3982	**4181**	4390
		ANNUAL	41280	43344	45512	47787	50177	52685
CS31	NE	HOURLY	20.045	21.047	22.099	23.204	24.365	25.583
		MONTHLY	3474	3648	3831	4022	**4223**	4434
		ANNUAL	41693	43778	45967	48265	50678	53212
CS32	NE	HOURLY	20.245	21.258	22.320	23.436	24.608	25.839
		MONTHLY	3509	3685	3869	4062	**4265**	4479
		ANNUAL	42110	44216	46426	48748	51185	53744
CS33	NE	HOURLY	20.448	21.470	22.544	23.671	24.854	26.097
		MONTHLY	3544	3721	3908	4103	**4308**	4523
		ANNUAL	42531	44658	46891	49235	51697	54282
CS34	NE	HOURLY	20.652	21.685	22.769	23.907	25.103	26.358
		MONTHLY	3580	3759	3947	4144	**4351**	4569
		ANNUAL	42957	45104	47360	49728	52214	54825
CS35	NE	HOURLY	20.859	21.902	22.997	24.147	25.354	26.622
		MONTHLY	3616	3796	3986	4185	**4395**	4614
		ANNUAL	43386	45555	47833	50225	52736	55373

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS36	NE	HOURLY	21.067	22.121	23.227	24.388	25.607	26.888
		MONTHLY	3652	3834	4026	4227	**4439**	4661
		ANNUAL	43820	46011	48312	50727	53263	55927
CS37	NE	HOURLY	21.278	22.342	23.459	24.632	25.864	27.157
		MONTHLY	3688	3873	4066	4270	**4483**	4707
		ANNUAL	44258	46471	48795	51234	53796	56486
CS38	NE	HOURLY	21.491	22.565	23.694	24.878	26.122	27.428
		MONTHLY	3725	3911	4107	4312	**4528**	4754
		ANNUAL	44701	46936	49283	51747	54334	57051
CS39	NE	HOURLY	21.706	22.791	23.930	25.127	26.383	27.703
		MONTHLY	3762	3950	4148	4355	**4573**	4802
		ANNUAL	45148	47405	49775	52264	54877	57621
CS40	NE	HOURLY	21.923	23.019	24.170	25.378	26.647	27.980
		MONTHLY	3800	3990	4189	4399	**4619**	4850
		ANNUAL	45599	47879	50273	52787	55426	58197
CS41	NE	HOURLY	22.142	23.249	24.411	25.632	26.914	28.259
		MONTHLY	3838	4030	4231	4443	**4665**	4898
		ANNUAL	46055	48358	50776	53315	55980	58779
CS42	NE	HOURLY	22.363	23.482	24.656	25.888	27.183	28.542
		MONTHLY	3876	4070	4274	4487	**4712**	4947
		ANNUAL	46516	48842	51284	53848	56540	59367
CS43	NE	HOURLY	22.587	23.716	24.902	26.147	27.455	28.827
		MONTHLY	3915	4111	4316	4532	**4759**	4997
		ANNUAL	46981	49330	51797	54386	57106	59961
CS44	NE	HOURLY	22.813	23.954	25.151	26.409	27.729	29.116
		MONTHLY	3954	4152	4360	4578	**4806**	5047
		ANNUAL	47451	49823	52314	54930	57677	60561
CS45	NE	HOURLY	23.041	24.193	25.403	26.673	28.006	29.407
		MONTHLY	3994	4193	4403	4623	**4854**	5097
		ANNUAL	47925	50322	52838	55480	58253	61166
CS46	NE	HOURLY	23.271	24.435	25.657	26.940	28.287	29.701
		MONTHLY	4034	4235	4447	4670	**4903**	5148
		ANNUAL	48405	50825	53366	56034	58836	61778
CS47	NE	HOURLY	23.504	24.679	25.913	27.209	28.569	29.998
		MONTHLY	4074	4278	4492	4716	**4952**	5200
		ANNUAL	48889	51333	53900	56595	59424	62396
CS48	NE	HOURLY	23.739	24.926	26.172	27.481	28.855	30.298
		MONTHLY	4115	4321	4537	4763	**5002**	5252
		ANNUAL	49377	51846	54439	57161	60019	63020

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS49	NE	HOURLY	23.977	25.175	26.434	27.756	29.144	30.601
		MONTHLY	4156	4364	4582	4811	**5052**	5304
		ANNUAL	49871	52365	54983	57732	60619	63650
CS50	NE	HOURLY	24.216	25.427	26.698	28.033	29.435	30.907
		MONTHLY	4197	4407	4628	4859	**5102**	5357
		ANNUAL	50370	52888	55533	58310	61225	64286
CS51	NE	HOURLY	24.458	25.681	26.965	28.314	29.729	31.216
		MONTHLY	4239	4451	4674	4908	**5153**	5411
		ANNUAL	50874	53417	56088	58893	61837	64929
CS52	NE	HOURLY	24.703	25.938	27.235	28.597	30.027	31.528
		MONTHLY	4282	4496	4721	4957	**5205**	5465
		ANNUAL	51382	53952	56649	59482	62456	65578
CS53	NE	HOURLY	24.950	26.198	27.507	28.883	30.327	31.843
		MONTHLY	4325	4541	4768	5006	**5257**	5520
		ANNUAL	51896	54491	57216	60076	63080	66234
CS54	NE	HOURLY	25.200	26.460	27.783	29.172	30.630	32.162
		MONTHLY	4368	4586	4816	5056	**5309**	5575
		ANNUAL	52415	55036	57788	60677	63711	66897
CS55	NE	HOURLY	25.452	26.724	28.060	29.463	30.937	32.483
		MONTHLY	4412	4632	4864	5107	**5362**	5630
		ANNUAL	52939	55586	58366	61284	64348	67565
CS56	NE	HOURLY	25.706	26.991	28.341	29.758	31.246	32.808
		MONTHLY	4456	4679	4912	5158	**5416**	5687
		ANNUAL	53469	56142	58949	61897	64992	68241
CS57	NE	HOURLY	25.963	27.261	28.624	30.056	31.558	33.136
		MONTHLY	4500	4725	4962	5210	**5470**	5744
		ANNUAL	54003	56704	59539	62516	65641	68924
CS58	NE	HOURLY	26.223	27.534	28.911	30.356	31.874	33.468
		MONTHLY	4545	4773	5011	5262	**5525**	5801
		ANNUAL	54543	57271	60134	63141	66298	69613
CS59	NE	HOURLY	26.485	27.809	29.200	30.660	32.193	33.802
		MONTHLY	4591	4820	5061	5314	**5580**	5859
		ANNUAL	55089	57843	60735	63772	66961	70309
CS60	NE	HOURLY	26.750	28.087	29.492	30.966	32.515	34.140
		MONTHLY	4637	4868	5112	5367	**5636**	5918
		ANNUAL	55640	58422	61343	64410	67630	71012
CS61	NE	HOURLY	27.017	28.368	29.787	31.276	32.840	34.482
		MONTHLY	4683	4917	5163	5421	**5692**	5977
		ANNUAL	56196	59006	61956	65054	68307	71722

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS62	NE	HOURLY	27.288	28.652	30.085	31.589	33.168	34.827
		MONTHLY	4730	4966	5215	5475	**5749**	6037
		ANNUAL	56758	59596	62576	65705	68990	72439
CS63	NE	HOURLY	27.560	28.938	30.385	31.905	33.500	35.175
		MONTHLY	4777	5016	5267	5530	**5807**	6097
		ANNUAL	57326	60192	63202	66362	69680	73164
CS64	NE	HOURLY	27.836	29.228	30.689	32.224	33.835	35.527
		MONTHLY	4825	5066	5319	5585	**5865**	6158
		ANNUAL	57899	60794	63834	67025	70377	73895
CS65	NE	HOURLY	28.114	29.520	30.996	32.546	34.173	35.882
		MONTHLY	4873	5117	5373	5641	**5923**	6220
		ANNUAL	58478	61402	64472	67696	71080	74634
CS66	NE	HOURLY	28.396	29.815	31.306	32.871	34.515	36.241
		MONTHLY	4922	5168	5426	5698	**5983**	6282
		ANNUAL	59063	62016	65117	68372	71791	75381
CS67	NE	HOURLY	28.680	30.113	31.619	33.200	34.860	36.603
		MONTHLY	4971	5220	5481	5755	**6042**	6345
		ANNUAL	59653	62636	65768	69056	72509	76134
CS68	NE	HOURLY	28.966	30.415	31.935	33.532	35.209	36.969
		MONTHLY	5021	5272	5535	5812	**6103**	6408
		ANNUAL	60250	63262	66426	69747	73234	76896
CS69	NE	HOURLY	29.256	30.719	32.255	33.867	35.561	37.339
		MONTHLY	5071	5325	5591	5870	**6164**	6472
		ANNUAL	60852	63895	67090	70444	73966	77665
CS70	NE	HOURLY	29.549	31.026	32.577	34.206	35.916	37.712
		MONTHLY	5122	5378	5647	5929	**6226**	6537
		ANNUAL	61461	64534	67761	71149	74706	78441
CS71	NE	HOURLY	29.844	31.336	32.903	34.548	36.276	38.089
		MONTHLY	5173	5432	5703	5988	**6288**	6602
		ANNUAL	62076	65179	68438	71860	75453	79226
CS72	NE	HOURLY	30.142	31.650	33.232	34.894	36.638	38.470
		MONTHLY	5225	5486	5760	6048	**6351**	6668
		ANNUAL	62696	65831	69123	72579	76208	80018
CS73	NE	HOURLY	30.444	31.966	33.564	35.243	37.005	38.855
		MONTHLY	5277	5541	5818	6109	**6414**	6735
		ANNUAL	63323	66489	69814	73305	76970	80818
CS74	NE	HOURLY	30.748	32.286	33.900	35.595	37.375	39.243
		MONTHLY	5330	5596	5876	6170	**6478**	6802
		ANNUAL	63956	67154	70512	74038	77739	81626

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS75	NE	HOURLY	31.056	32.609	34.239	35.951	37.749	39.636
		MONTHLY	5383	5652	5935	6231	**6543**	6870
		ANNUAL	64596	67826	71217	74778	78517	82443
CS76	NE	HOURLY	31.366	32.935	34.581	36.310	38.126	40.032
		MONTHLY	5437	5709	5994	6294	**6609**	6939
		ANNUAL	65242	68504	71929	75526	79302	83267
CS77	NE	HOURLY	31.680	33.264	34.927	36.674	38.507	40.433
		MONTHLY	5491	5766	6054	6357	**6675**	7008
		ANNUAL	65894	69189	72649	76281	80095	84100
CS78	NE	HOURLY	31.997	33.597	35.276	37.040	38.892	40.837
		MONTHLY	5546	5823	6115	6420	**6741**	7078
		ANNUAL	66553	69881	73375	77044	80896	84941
CS79	NE	HOURLY	32.317	33.933	35.629	37.411	39.281	41.245
		MONTHLY	5602	5882	6176	6485	**6809**	7149
		ANNUAL	67219	70580	74109	77814	81705	85790
CS80	NE	HOURLY	32.640	34.272	35.986	37.785	39.674	41.658
		MONTHLY	5658	5940	6237	6549	**6877**	7221
		ANNUAL	67891	71286	74850	78592	82522	86648
CS81	NE	HOURLY	32.966	34.615	36.345	38.163	40.071	42.074
		MONTHLY	5714	6000	6300	6615	**6946**	7293
		ANNUAL	68570	71998	75598	79378	83347	87515
CS82	NE	HOURLY	33.296	34.961	36.709	38.544	40.472	42.495
		MONTHLY	5771	6060	6363	6681	**7015**	7366
		ANNUAL	69256	72718	76354	80172	84181	88390
CS83	NE	HOURLY	33.629	35.310	37.076	38.930	40.876	42.920
		MONTHLY	5829	6120	6426	6748	**7085**	7439
		ANNUAL	69948	73446	77118	80974	85023	89274
CS84	NE	HOURLY	33.965	35.664	37.447	39.319	41.285	43.349
		MONTHLY	5887	6182	6491	6815	**7156**	7514
		ANNUAL	70648	74180	77889	81784	85873	90166
CS85	NE	HOURLY	34.305	36.020	37.821	39.712	41.698	43.783
		MONTHLY	5946	6243	6556	6883	**7228**	7589
		ANNUAL	71354	74922	78668	82601	86731	91068
CS86	NE	HOURLY	34.648	36.380	38.199	40.109	42.115	44.221
		MONTHLY	6006	6306	6621	6952	**7300**	7665
		ANNUAL	72068	75671	79455	83427	87599	91979

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
MM27	E	HOURLY	28.255	29.668	31.151	32.709	34.344	36.061
		MONTHLY	4898	5142	5400	5670	**5953**	6251
		ANNUAL	58771	61709	64795	68034	71436	75008
MM28	E	HOURLY	28.538	29.965	31.463	33.036	34.688	36.422
		MONTHLY	4947	5194	5454	5726	**6013**	6313
		ANNUAL	59358	62326	65443	68715	72150	75758
MM29	E	HOURLY	28.823	30.264	31.777	33.366	35.035	36.786
		MONTHLY	4996	5246	5508	5783	**6073**	6376
		ANNUAL	59952	62949	66097	69402	72872	76515
MM30	E	HOURLY	29.111	30.567	32.095	33.700	35.385	37.154
		MONTHLY	5046	5298	5563	5841	**6133**	6440
		ANNUAL	60551	63579	66758	70096	73601	77281
MM31	E	HOURLY	29.402	30.872	32.416	34.037	35.739	37.526
		MONTHLY	5096	5351	5619	5900	**6195**	6504
		ANNUAL	61157	64215	67425	70797	74337	78053
MM32	E	HOURLY	29.696	31.181	32.740	34.377	36.096	37.901
		MONTHLY	5147	5405	5675	5959	**6257**	6569
		ANNUAL	61768	64857	68100	71505	75080	78834
MM33	E	HOURLY	29.993	31.493	33.068	34.721	36.457	38.280
		MONTHLY	5199	5459	5732	6018	**6319**	6635
		ANNUAL	62386	65505	68781	72220	75831	79622
MM34	E	HOURLY	30.293	31.808	33.398	35.068	36.822	38.663
		MONTHLY	5251	5513	5789	6078	**6382**	6702
		ANNUAL	63010	66161	69469	72942	76589	80419
MM35	E	HOURLY	30.596	32.126	33.732	35.419	37.190	39.049
		MONTHLY	5303	5569	5847	6139	**6446**	6769
		ANNUAL	63640	66822	70163	73671	77355	81223
MM36	E	HOURLY	30.902	32.447	34.070	35.773	37.562	39.440
		MONTHLY	5356	5624	5905	6201	**6511**	6836
		ANNUAL	64277	67490	70865	74408	78129	82035
MM37	E	HOURLY	31.211	32.772	34.410	36.131	37.937	39.834
		MONTHLY	5410	5680	5964	6263	**6576**	6905
		ANNUAL	64919	68165	71574	75152	78910	82855
MM38	E	HOURLY	31.523	33.099	34.754	36.492	38.317	40.233
		MONTHLY	5464	5737	6024	6325	**6642**	6974
		ANNUAL	65568	68847	72289	75904	79699	83684
MM39	E	HOURLY	31.839	33.430	35.102	36.857	38.700	40.635
		MONTHLY	5519	5795	6084	6389	**6708**	7043
		ANNUAL	66224	69535	73012	76663	80496	84521
MM40	E	HOURLY	32.157	33.765	35.453	37.226	39.087	41.041
		MONTHLY	5574	5853	6145	6452	**6775**	7114
		ANNUAL	66886	70231	73742	77429	81301	85366
MM41	E	HOURLY	32.478	34.102	35.808	37.598	39.478	41.452
		MONTHLY	5630	5911	6207	6517	**6843**	7185
		ANNUAL	67555	70933	74480	78204	82114	86220
MM42	E	HOURLY	32.803	34.443	36.166	37.974	39.873	41.866
		MONTHLY	5686	5970	6269	6582	**6911**	7257
		ANNUAL	68231	71642	75224	78986	82935	87082
MM43	E	HOURLY	33.131	34.788	36.527	38.354	40.271	42.285
		MONTHLY	5743	6030	6331	6648	**6980**	7329
		ANNUAL	68913	72359	75977	79776	83764	87953

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
MM44	E	HOURLY	33.463	35.136	36.893	38.737	40.674	42.708
		MONTHLY	5800	6090	6395	6714	**7050**	7403
		ANNUAL	69602	73082	76736	80573	84602	88832
MM45	E	HOURLY	33.797	35.487	37.261	39.125	41.081	43.135
		MONTHLY	5858	6151	6459	6782	**7121**	7477
		ANNUAL	70298	73813	77504	81379	85448	89720
MM46	E	HOURLY	34.135	35.842	37.634	39.516	41.492	43.566
		MONTHLY	5917	6213	6523	6849	**7192**	7551
		ANNUAL	71001	74551	78279	82193	86302	90618
MM47	E	HOURLY	34.477	36.200	38.010	39.911	41.906	44.002
		MONTHLY	5976	6275	6588	6918	**7264**	7627
		ANNUAL	71711	75297	79062	83015	87165	91524
MM48	E	HOURLY	34.821	36.562	38.391	40.310	42.326	44.442
		MONTHLY	6036	6337	6654	6987	**7336**	7703
		ANNUAL	72428	76050	79852	83845	88037	92439
MM49	E	HOURLY	35.170	36.928	38.774	40.713	42.749	44.886
		MONTHLY	6096	6401	6721	7057	**7410**	7780
		ANNUAL	73153	76810	80651	84683	88918	93363
MM50	E	HOURLY	35.521	37.297	39.162	41.120	43.176	45.335
		MONTHLY	6157	6465	6788	7128	**7484**	7858
		ANNUAL	73884	77578	81457	85530	89807	94297
MM51	E	HOURLY	35.876	37.670	39.554	41.531	43.608	45.788
		MONTHLY	6219	6530	6856	7199	**7559**	7937
		ANNUAL	74623	78354	82272	86385	90705	95240
MM52	E	HOURLY	36.235	38.047	39.949	41.947	44.044	46.246
		MONTHLY	6281	6595	6925	7271	**7634**	8016
		ANNUAL	75369	79138	83095	87249	91612	96192
MM53	E	HOURLY	36.598	38.427	40.349	42.366	44.485	46.709
		MONTHLY	6344	6661	6994	7343	**7711**	8096
		ANNUAL	76123	79929	83926	88122	92528	97154
MM54	E	HOURLY	36.964	38.812	40.752	42.790	44.929	47.176
		MONTHLY	6407	6727	7064	7417	**7788**	8177
		ANNUAL	76884	80728	84765	89003	93453	98126
MM55	E	HOURLY	37.333	39.200	41.160	43.218	45.379	47.648
		MONTHLY	6471	6795	7134	7491	**7866**	8259
		ANNUAL	77653	81536	85612	89893	94388	99107
MM56	E	HOURLY	37.707	39.592	41.571	43.650	45.833	48.124
		MONTHLY	6536	6863	7206	7566	**7944**	8342
		ANNUAL	78430	82351	86469	90792	95332	100098
MM57	E	HOURLY	38.084	39.988	41.987	44.087	46.291	48.605
		MONTHLY	6601	6931	7278	7642	**8024**	8425
		ANNUAL	79214	83175	87333	91700	96285	101099
MM58	E	HOURLY	38.464	40.388	42.407	44.527	46.754	49.091
		MONTHLY	6667	7001	7351	7718	**8104**	8509
		ANNUAL	80006	84006	88207	92617	97248	102110
MM59	E	HOURLY	38.849	40.792	42.831	44.973	47.221	49.582
		MONTHLY	6734	7071	7424	7795	**8185**	8594
		ANNUAL	80806	84846	89089	93543	98220	103131
MM60	E	HOURLY	39.238	41.199	43.259	45.422	47.693	50.078
		MONTHLY	6801	7141	7498	7873	**8267**	8680
		ANNUAL	81614	85695	89980	94479	99202	104163

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
MM61	E	HOURLY	39.630	41.611	43.692	45.877	48.170	50.579
		MONTHLY	6869	7213	7573	7952	**8350**	8767
		ANNUAL	82430	86552	90879	95423	100194	105204
MM62	E	HOURLY	40.026	42.028	44.129	46.335	48.652	51.085
		MONTHLY	6938	7285	7649	8031	**8433**	8855
		ANNUAL	83255	87417	91788	96378	101196	106256
MM63	E	HOURLY	40.426	42.448	44.570	46.799	49.139	51.596
		MONTHLY	7007	7358	7726	8112	**8517**	8943
		ANNUAL	84087	88291	92706	97341	102208	107319
MM64	E	HOURLY	40.831	42.872	45.016	47.267	49.630	52.112
		MONTHLY	7077	7431	7803	8193	**8603**	9033
		ANNUAL	84928	89174	93633	98315	103230	108392
MM65	E	HOURLY	41.239	43.301	45.466	47.739	50.126	52.633
		MONTHLY	7148	7506	7881	8275	**8689**	9123
		ANNUAL	85777	90066	94569	99298	104263	109476
MM66	E	HOURLY	41.651	43.734	45.921	48.217	50.628	53.159
		MONTHLY	7220	7581	7960	8358	**8775**	9214
		ANNUAL	86635	90967	95515	100291	105305	110571
MM67	E	HOURLY	42.068	44.171	46.380	48.699	51.134	53.691
		MONTHLY	7292	7656	8039	8441	**8863**	9306
		ANNUAL	87501	91876	96470	101294	106358	111676
MM68	E	HOURLY	42.489	44.613	46.844	49.186	51.645	54.227
		MONTHLY	7365	7733	8120	8526	**8952**	9399
		ANNUAL	88376	92795	97435	102307	107422	112793
MM69	E	HOURLY	42.914	45.059	47.312	49.678	52.162	54.770
		MONTHLY	7438	7810	8201	8611	**9041**	9493
		ANNUAL	89260	93723	98409	103330	108496	113921
MM70	E	HOURLY	43.343	45.510	47.785	50.175	52.683	55.317
		MONTHLY	7513	7888	8283	8697	**9132**	9588
		ANNUAL	90153	94660	99393	104363	109581	115060
MM71	E	HOURLY	43.776	45.965	48.263	50.676	53.210	55.871
		MONTHLY	7588	7967	8366	8784	**9223**	9684
		ANNUAL	91054	95607	100387	105407	110677	116211
MM72	E	HOURLY	44.214	46.425	48.746	51.183	53.742	56.429
		MONTHLY	7664	8047	8449	8872	**9315**	9781
		ANNUAL	91965	96563	101391	106461	111784	117373
MM73	E	HOURLY	44.656	46.889	49.233	51.695	54.280	56.994
		MONTHLY	7740	8127	8534	8960	**9408**	9879
		ANNUAL	92884	97529	102405	107525	112902	118547
MM74	E	HOURLY	45.103	47.358	49.726	52.212	54.822	57.564
		MONTHLY	7818	8209	8619	9050	**9503**	9978
		ANNUAL	93813	98504	103429	108601	114031	119732
MM75	E	HOURLY	45.554	47.831	50.223	52.734	55.371	58.139
		MONTHLY	7896	8291	8705	9141	**9598**	10077
		ANNUAL	94751	99489	104463	109687	115171	120930
MM76	E	HOURLY	46.009	48.310	50.725	53.261	55.924	58.721
		MONTHLY	7975	8374	8792	9232	**9694**	10178
		ANNUAL	95699	100484	105508	110784	116323	122139
MM77	E	HOURLY	46.469	48.793	51.232	53.794	56.484	59.308
		MONTHLY	8055	8457	8880	9324	**9790**	10280
		ANNUAL	96656	101489	106563	111891	117486	123360

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
MM78	E	HOURLY	46.934	49.281	51.745	54.332	57.048	59.901
		MONTHLY	8135	8542	8969	9418	**9888**	10383
		ANNUAL	97623	102504	107629	113010	118661	124594
MM79	E	HOURLY	47.403	49.773	52.262	54.875	57.619	60.500
		MONTHLY	8217	8627	9059	9512	**9987**	10487
		ANNUAL	98599	103529	108705	114140	119847	125840
MM80	E	HOURLY	47.877	50.271	52.785	55.424	58.195	61.105
		MONTHLY	8299	8714	9149	9607	**10087**	10592
		ANNUAL	99585	104564	109792	115282	121046	127098
MM81	E	HOURLY	48.356	50.774	53.313	55.978	58.777	61.716
		MONTHLY	8382	8801	9241	9703	**10188**	10697
		ANNUAL	100581	105610	110890	116435	122256	128369
MM82	E	HOURLY	48.840	51.282	53.846	56.538	59.365	62.333
		MONTHLY	8466	8889	9333	9800	**10290**	10804
		ANNUAL	101586	106666	111999	117599	123479	129653
MM83	E	HOURLY	49.328	51.794	54.384	57.103	59.958	62.956
		MONTHLY	8550	8978	9427	9898	**10393**	10912
		ANNUAL	102602	107732	113119	118775	124714	130949
MM84	E	HOURLY	49.821	52.312	54.928	57.674	60.558	63.586
		MONTHLY	8636	9067	9521	9997	**10497**	11022
		ANNUAL	103628	108810	114250	119963	125961	132259
MM85	E	HOURLY	50.319	52.835	55.477	58.251	61.164	64.222
		MONTHLY	8722	9158	9616	10097	**10602**	11132
		ANNUAL	104665	109898	115393	121162	127220	133581

Title	Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5	6 (Longevity 14Years Effective July 1, 2021)	7 (Longevity 19 years)
Firefighter	F50	NE	HOURLY	23.475	24.649	25.882	27.176	28.535	29.391	30.860	31.786
(24 hour days)			MONTHLY	5697	5982	6281	6595	**6924.39**	7132	7489	7713
			ANNUAL	68361	71779	75368	79136	83093	85585	89865	92561
Fire Engineer	F55	NE	HOURLY	27.675	29.058	30.511	32.037	33.639	34.648	36.380	37.472
(24 hour days)			MONTHLY	6716	7052	7404	7774	**8163.00**	8408	8828	9093
			ANNUAL	80589	84618	88849	93291	97956	100895	105939	109118
Fire Captain	F60	NE	HOURLY	32.396	34.016	35.716	37.502	39.377	40.559	42.586	43.864
(24 hour days)			MONTHLY	7861	8254	8667	9101	**9555.54**	9842	10334	10644
			ANNUAL	94336	99053	104006	109206	114666	118106	124012	127732
Battalion Chief	F79	E	HOURLY	58.909	61.854	64.947	68.194	71.604	73.752	77.439	79.763
(40 hour week)			MONTHLY	10211	10721	11257	11820	**12411.32**	12784	13423	13826
			ANNUAL	122530	128656	135089	141844	148936	153404	161074	165906
Battalion Chief	F80	NE	HOURLY	42.078	44.181	46.391	48.710	51.146	52.680	55.314	56.973
(56 hour week)			MONTHLY	10211	10721	11257	11820	**12411.32**	12784	13423	13826
			ANNUAL	122530	128656	135089	141844	148936	153404	161074	165906
Deputy Fire Chief	F85	E	HOURLY	73.636	77.318	81.183	85.243	89.505	92.190	96.799	99.703
(40 hour week)			MONTHLY	12764	13402	14072	14775	**15514.16**	15980	16779	17282
			ANNUAL	153162	160821	168862	177305	186170	191755	201343	207383

Title	Range	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity)	6 (Longevity)
Police Officer	P60	HOURLY	35.166	36.924	38.771	40.709	42.745	44.882	46.228
		MONTHLY	6095	6400	6720	7056	**7409**	7780	8013
		ANNUAL	73145	76803	80643	84675	88909	93354	96155
Police Corporal	P64	HOURLY	39.709	41.695	43.780	45.969	48.267	50.680	52.201
		MONTHLY	6883	7227	7588	7968	**8366**	8785	9048
		ANNUAL	82595	86725	91061	95615	100395	105415	108577
Police Sergeant	P70	HOURLY	47.348	49.715	52.201	54.811	57.551	60.429	62.242
		MONTHLY	8207	8617	9048	9501	**9976**	10474	10789
		ANNUAL	98483	103407	108578	114007	119707	125692	129463
Police Commander	P81	HOURLY	64.986	68.235	71.647	75.230	78.991	82.941	
		MONTHLY	11264	11827	12419	13040	**13692**	14376	
		ANNUAL	135171	141930	149026	156478	164301	172517	
Deputy Chief	P85	HOURLY	73.629	77.311	81.177	85.235	89.497	93.972	
		MONTHLY	12762	13401	14071	14774	**15513**	16288	
		ANNUAL	153149	160807	168847	177289	186154	195462	

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
M65		HOURLY	36.584	38.414	40.334	42.351	44.469	46.692
		MONTHLY	6341	6658	6991	7341	**7707.88**	8093
		ANNUAL	76096	79900	83895	88090	92495	97119
M66		HOURLY	37.499	39.374	41.343	43.410	45.580	47.859
		MONTHLY	6500	6825	7166	7524	**7901**	8296
		ANNUAL	77998	81898	85993	90292	94807	99547
M67		HOURLY	38.436	40.358	42.376	44.495	46.720	49.056
		MONTHLY	6662	6995	7345	7712	**8098**	8503
		ANNUAL	79948	83945	88142	92550	97177	102036
M68		HOURLY	39.397	41.367	43.436	45.607	47.888	50.282
		MONTHLY	6829	7170	7529	7905	**8301**	8716
		ANNUAL	81947	86044	90346	94863	99607	104587
M69		HOURLY	40.382	42.401	44.521	46.748	49.085	51.539
		MONTHLY	7000	7350	7717	8103	**8508**	8933
		ANNUAL	83995	88195	92605	97235	102097	107202
M70		HOURLY	41.392	43.461	45.635	47.916	50.312	52.828
		MONTHLY	7175	7533	7910	8305	**8721**	9157
		ANNUAL	86095	90400	94920	99666	104649	109882
M71		HOURLY	42.427	44.548	46.775	49.114	51.570	54.148
		MONTHLY	7354	7722	8108	8513	**8939**	9386
		ANNUAL	88247	92660	97293	102157	107265	112629
M72		HOURLY	43.487	45.662	47.945	50.342	52.859	55.502
		MONTHLY	7538	7915	8310	8726	**9162**	9620
		ANNUAL	90454	94976	99725	104711	109947	115444
M73		HOURLY	44.575	46.803	49.143	51.601	54.181	56.890
		MONTHLY	7726	8113	8518	8944	**9391**	9861
		ANNUAL	92715	97351	102218	107329	112696	118330
M74		HOURLY	45.689	47.973	50.372	52.891	55.535	58.312
		MONTHLY	7919	8315	8731	9168	**9626**	10107
		ANNUAL	95033	99784	104774	110012	115513	121289
M75		HOURLY	46.831	49.173	51.631	54.213	56.923	59.770
		MONTHLY	8117	8523	8949	9397	**9867**	10360
		ANNUAL	97409	102279	107393	112763	118401	124321
M76		HOURLY	48.002	50.402	52.922	55.568	58.347	61.264
		MONTHLY	8320	8736	9173	9632	**10113**	10619
		ANNUAL	99844	104836	110078	115582	121361	127429

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
M77		HOURLY	49.202	51.662	54.245	56.957	59.805	62.796
		MONTHLY	8528	8955	9402	9873	**10366**	10885
		ANNUAL	102340	107457	112830	118471	124395	130615
M78		HOURLY	50.432	52.954	55.601	58.381	61.300	64.365
		MONTHLY	8742	9179	9638	10119	**10625**	11157
		ANNUAL	104898	110143	115651	121433	127505	133880
M79		HOURLY	51.693	54.277	56.991	59.841	62.833	65.975
		MONTHLY	8960	9408	9878	10372	**10891**	11436
		ANNUAL	107521	112897	118542	124469	130692	137227
M80		HOURLY	52.985	55.634	58.416	61.337	64.404	67.624
		MONTHLY	9184	9643	10125	10632	**11163**	11721
		ANNUAL	110209	115719	121505	127581	133960	140658
M81		HOURLY	54.310	57.025	59.876	62.870	66.014	69.314
		MONTHLY	9414	9884	10379	10898	**11442**	12015
		ANNUAL	112964	118612	124543	130770	137309	144174
M82		HOURLY	55.667	58.451	61.373	64.442	67.664	71.047
		MONTHLY	9649	10131	10638	11170	**11728**	12315
		ANNUAL	115788	121578	127657	134039	140741	147778
M83		HOURLY	57.059	59.912	62.908	66.053	69.356	72.824
		MONTHLY	9890	10385	10904	11449	**12022**	12623
		ANNUAL	118683	124617	130848	137390	144260	151473
M84		HOURLY	58.486	61.410	64.480	67.704	71.090	74.644
		MONTHLY	10138	10644	11177	11735	**12322**	12938
		ANNUAL	121650	127733	134119	140825	147866	155260
M85		HOURLY	59.948	62.945	66.092	69.397	72.867	76.510
		MONTHLY	10391	10910	11456	12029	**12630**	13262
		ANNUAL	124691	130926	137472	144346	151563	159141
M86		HOURLY	61.446	64.519	67.745	71.132	74.689	78.423
		MONTHLY	10651	11183	11742	12330	**12946**	13593
		ANNUAL	127809	134199	140909	147954	155352	163120
M87		HOURLY	62.983	66.132	69.438	72.910	76.556	80.384
		MONTHLY	10917	11463	12036	12638	**13270**	13933
		ANNUAL	131004	137554	144432	151653	159236	167198
M88		HOURLY	64.557	67.785	71.174	74.733	78.470	82.393
		MONTHLY	11190	11749	12337	12954	**13601**	14281
		ANNUAL	134279	140993	148043	155445	163217	171378

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
M89		HOURLY	66.171	69.480	72.954	76.601	80.431	84.453
		MONTHLY	11470	12043	12645	13278	**13941**	14639
		ANNUAL	137636	144518	151744	159331	167297	175662
M90		HOURLY	67.825	71.217	74.777	78.516	82.442	86.564
		MONTHLY	11756	12344	12961	13610	**14290**	15004
		ANNUAL	141077	148131	155537	163314	171480	180054
M91		HOURLY	69.521	72.997	76.647	80.479	84.503	88.728
		MONTHLY	12050	12653	13285	13950	**14647**	15380
		ANNUAL	144604	151834	159426	167397	175767	184555
M92		HOURLY	71.259	74.822	78.563	82.491	86.616	90.947
		MONTHLY	12352	12969	13618	14298	**15013**	15764
		ANNUAL	148219	155630	163411	171582	180161	189169
M93		HOURLY	73.041	76.693	80.527	84.554	88.781	93.220
		MONTHLY	12660	13293	13958	14656	**15389**	16158
		ANNUAL	151924	159521	167497	175871	184665	193898
M94		HOURLY	74.867	78.610	82.540	86.667	91.001	95.551
		MONTHLY	12977	13626	14307	15022	**15773**	16562
		ANNUAL	155722	163509	171684	180268	189282	198746
M95		HOURLY	76.738	80.575	84.604	88.834	93.276	97.940
		MONTHLY	13301	13966	14665	15398	**16168**	16976
		ANNUAL	159615	167596	175976	184775	194014	203714
M96		HOURLY	78.657	82.589	86.719	91.055	95.608	100.388
		MONTHLY	13634	14316	15031	15783	**16572**	17401
		ANNUAL	163606	171786	180375	189394	198864	208807
M97		HOURLY	80.623	84.654	88.887	93.331	97.998	102.898
		MONTHLY	13975	14673	15407	16177	**16986**	17836
		ANNUAL	167696	176081	184885	194129	203836	214027
M98		HOURLY	82.639	86.771	91.109	95.665	100.448	105.470
		MONTHLY	14324	15040	15792	16582	**17411**	18281
		ANNUAL	171888	180483	189507	198982	208931	219378
M99		HOURLY	84.705	88.940	93.387	98.056	102.959	108.107
		MONTHLY	14682	15416	16187	16996	**17846**	18739
		ANNUAL	176186	184995	194245	203957	214155	224862
M100		HOURLY	86.822	91.163	95.722	100.508	105.533	110.810
		MONTHLY	15049	15802	16592	17421	**18292**	19207
		ANNUAL	180590	189620	199101	209056	219509	230484

Department Director Salary Table (DD)

Range	Minimum Monthly Salary	Maximum Monthly Salary
04 - Director, Development Services	14,593	17,738
04 - Director, Management Services	14,593	17,738
05 - Assistant City Manager	15,332	18,637
05 - Director, Municipal Utilities and Engineering	15,332	18,637
06 - Fire Chief	16,018	19,467
07 - Police Chief	16,034	21,693

Salary Schedule (C)

Range	Minimum Monthly Salary	Maximum Monthly Salary
C1 - Library Director	11,091	15,815
C2 - City Attorney	19,449	24,131
C3 - City Manager	21,707	26,862

Classification Title	Hourly Rate/Range	
Administrative Assistant		18.01
Background Investigator I/II	30.00	35.00
Camera Operator		16.95
Cemetery Aide		15.00
Community Service Officer I/II	20.45	22.59
IT/GIS Intern		15.00
Help Desk Technician		26.55
Library Page		15.00
Library Clerk		16.30
Library Specialist		19.31
Maintenance Worker		18.93
Museum Attendant		15.00
Planning Intern		15.00
Program Aide		15.09
Technical Services Clerk		17.48

"A City That Works"

City Council Meeting **H. 5.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an Intergovernmental Purchase of Getac Mobile Data Computers from Code 3 Technologies in the amount of $148,152.52 (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to approve an Intergovernmental Purchase of Getac Mobile Data Computers from Code 3 Technologies in the amount of $148,152.52

RECOMMENDATION:

Staff recommends that City Council approve an Intergovernmental Purchase of Getac Mobile Data Computers for the Police Department from Code 3 Technologies in the amount of $148,152.52

DISCUSSION:

The Redlands Police Department relies on mobile data computers (MDCs) in their vehicles to access dispatch system resources while on active calls. The MDCs are a critical piece for the Police Department's operations. The current fleet of MDCs are no longer under any level of offered support and replacement parts are difficult to obtain. The Police Department has tested various MDC models and selected Getacs to be the best option.

The new Getac MDCs offer an optimized monitor for both indoor and outdoor visibility. They are fully rugidized with impact and liquid protection. The Getacs offer dual batteries for longer power as well as the latest Intel processors for faster operating speeds.

Staff followed the City's procurement guidelines by examining and selecting an existing competitively-bid cooperative contract agreement within NCPA (National Cooperative Purchasing Alliance). The NCPA is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state-of-the-art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices. Based on staff's assessment, the hardware proposed for purchase are recommended to be sourced through this cooperative purchasing agreement.

ALTERNATIVES:

City Council may choose to reject, modify or table the proposed purchase. However, the purchase is recommended in order to ensure the continued functionality of the Police Department's mobile data computing operations.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Eric Owens, Network Engineer

Fiscal Impact

Fiscal Year:	FY 2021-22
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$148,152.52
Budgeted Y/N:	Y

Account No.: 604900

Discussion:

Attachments

Getac MDC - City of Redlands - Quote
Code 3 Technology NCPA - TD SNX
Code 3 Technology - SNX
NCPA-Contract

PROPOSAL

Date: 5/10/2022
QUOTE: 22-179

Eric Owens
Redlands Police Department
1270 W. Park Ave.
Redlands, CA 92373
909-335-4798

Customer ID: RPDCA001

Salesperson	Project	Payment Terms	Contract#
Clay Jeppsen	MDC – Getac K120	Net 30	NCPA 01-97

Part#	Description	Qty	MSRP	NCPA	Unit Price
KP27T4VAACXX	K120 G2 - Intel Core i5-1135G7 Processor, W/Windows Hello Webcam, Microsoft Windows 10 Pro x64 with 16GB RAM, 256GB PCIe SSD, Sunlight Readable Full HD LCD + Touchscreen + Rear Camera + Hard Tip stylus, US Power cord, US Keyboard Dock (w/ RF Passthrough), Wifi + BT + 4G LTE (EM7511) w/ integrated GPS/Glonass + Passthrough, 3 Year B2B Warranty	28	$4186	$4018	$3192
VM2PTPJABUBA	V110 G6 - Intel Core i5-10210U Processor, Windows Hello Webcam, Microsoft Windows 10 Pro x64 with 16GB RAM, 256GB PCIe SSD (user swappable), Sunlight Readable (Full HD LCD + Touchscreen + Hard Tip stylus), US KBD + US Power cord, Membrane Backlit KBD, WIFI + BT + GPS/Glonass + 4G LTE (EM7511) + Pass-through, Hard Handle, USB Type-A x 2 + USB Type-C x 1 + Smart card reader, Dual batteries, TouchPad W/ Click Button, 3yr B2B Warranty	6	$4306	$4133	$3082
UM27T4VAX8XX	UX10 G2 - Intel Core i5-10210U Processor, With Windows Hello Webcam, Microsoft Windows 10 Pro x64 with 16GB RAM, 256GB PCIe SSD, Sunlight Readable Full HD LCD + Touchscreen + Hard Tip stylus + Rear Camera, US Power Cord, WIFI+ BT + 4G LTE (EM7511) w/ integrated GPS + Passthrough, 3 Year B2B Warranty	2	$3358	$3223	$2604
GDKBUE	UX10 – Detachable Keyboard Dock	2	$599	$575	$512
590GBL000240	Airgain Antenna LTE/WiFi/GNSS, 19ft coax, black, (Threaded bolt)	34	$259	$248	$169
GE-SVTBNFX5Y	Bumper-to-Bumper Extended Warranty – Tablet (Years 4 & 5)	36	$599	$575	$490
				Subtotal	$137,486.00
				Sales Tax	$10,486.52
				Recycle	$180.00
				Shipping	$0.00
				Total	**$148,152.52**

Thanks for your business!
Quote Expires **8/30/2022**

May 17, 2022

Re: TD SYNNEX Corporation Relationship with Code 3 Technology LLC – NCPA

To Whom It May Concern:

TD SYNNEX Corporation ("TD SYNNEX") is submitting this letter to confirm its relationship with **Code 3 Technology LLC**. TD SYNNEX is a publicly-traded corporation (NYSE: SNX). This letter will confirm **Code 3 Technology LLC**. is authorized to purchase approved products from TD SYNNEX and has the authority to resell such products to any reseller or end user in the United States.

The information in this letter is current as of the date hereof only. The statements included in this letter are based upon information known to TD SYNNEX as of the date of this letter and TD SYNNEX assumes no obligation to update information contained in this letter. Please feel free to contact the undersigned if you have any questions or concerns.

Sincerely,

Ed Somers

SVP GOVSolv

TD SYNNEX Corporation

PARTICIPATING DEALER AGREEMENT

This Participating Dealer Agreement ("Agreement") is made and entered into as of the last date of signature below ("Effective Date") by and between Code 3 Technology, LLC ("Reseller"), having its place of business at 9855 E Southern Ave. #50882 Mesa, AZ 85209, and SYNNEX Corporation ("SYNNEX"), having its place of business at 44201 Nobel Drive, Fremont, California 94538.

BACKGROUND

This Agreement governs the appointment of Reseller as a nonexclusive authorized reseller of Products (as defined below) through the National Cooperative Purchasing Alliance (NCPA) 01-97 ("Contract"). The General Terms and Conditions comprising the body of this Agreement set forth the general terms of such appointment.

AGREEMENT DOCUMENTS

The parties agree to be bound by this Agreement, which consists of this Signature Page, the General Terms and Conditions, and any Exhibits attached hereto (if any):

The duly authorized representatives of the parties have executed and delivered this Agreement as of the Effective Date.

SYNNEX Corporation	RESELLER
By: E-SIGNED by Daniel Brennan on 2020-09-18 12:26:17 EST	By: E-SIGNED by Clay Jeppsen on 2020-09-18 12:16:35 EST
Name: Daniel Brennan	Name: Clay Jeppsen
Title: Vice President & Senior Counsel	Title: President
Date: September 18, 2020	Date: September 18, 2020

P.S.A.

September 18, 2020

GENERAL TERMS AND CONDITIONS

SECTION 1 DEFINITIONS.

1.1 "Confidential Information" shall mean the information of a party, which information is conspicuously marked with "Confidential," or "Proprietary" or other similar legend. If Confidential Information is orally disclosed it shall be identified as such at the time of disclosure and a brief written non-confidential description of the information and confirmation of the confidential nature of the information shall be sent to the recipient within thirty (30) days after the disclosure. Quantities, schedules, pricing, sales reports and inventory reports shall be considered Confidential Information hereunder whether disclosed orally or in writing, or whether or not marked "Confidential" or "Proprietary." Confidential Information does not include information that: (1) was in the possession of, or was known by, the receiving party prior to its receipt from the disclosing party, without an obligation to maintain its confidentiality; (2) is or becomes generally known to the public without violation of this Agreement; (3) is obtained by the receiving party from a third party, without an obligation to keep such information confidential; or (4) is independently developed by the receiving party without use of Confidential Information.

1.2 "Customer" means Endusers authorized to purchase through the Contract.

1.3 "Reseller" shall have the meaning set forth in the Signature Page.

1.4 "Contract Price List" is the negotiated contractual pricing for the Products.

1.5 "Products" means the products that are available to be sold through the Contract.

SECTION 2 APPOINTMENT AND LICENSE.

2.1 Appointment, License Grant and Sublicense. Subject to the terms and conditions of this Agreement and the qualification requirements delineated herein, SYNNEX hereby appoints Reseller, and Reseller hereby accepts the appointment, as a non-exclusive authorized Dealer of Products to Customers who can purchase through the Contract. SYNNEX grants to Reseller a nontransferable and nonexclusive license during the term of this Agreement to distribute the Products and any software (only as incorporated in the Products) to Customers.

2.2 Authority. Except as expressly set forth in this Agreement, Reseller will have no authority to bind SYNNEX or its suppliers to any contract, representation, understanding, act or deed concerning SYNNEX, its suppliers or any Products covered by this Agreement without SYNNEX's prior written consent. This Agreement will not be deemed to establish a joint venture or partnership. Reseller will make no warranties or representations, such as representations concerning prices, terms of delivery and payment, or conditions of sale, relating to the Products unless SYNNEX authorizes such warranties and representations in writing. The parties recognize and agree that the reseller relationship referenced herein does not establish

privity of contract between Reseller and Customer. Reseller expressly understands that the scope of its representation is limited to the terms of this Agreement.

2.3 Sales to End Users Only. Unless otherwise authorized by SYNNEX in writing, Reseller shall only sell Products to Customers who do not intend to further remarket such Products.

2.4 Reserved Rights. This Agreement shall in no way limit SYNNEX's ability to sell, directly or indirectly, any Products to any Customers, and Reseller shall not be entitled to any commission or other compensation with respect to such sales. SYNNEX shall be entitled to appoint other reseller(s) for any Customers without notice or liability to Reseller.

2.5 Procurement of Products. Any Products sold to Customer by Reseller under the Contract must be procured through SYNNEX.

SECTION 3 RESELLER OBLIGATIONS.

3.1 Contract Pricing. Reseller shall comply with the approved product and pricing of the Contract. The Contract Pricing will be maintained for the term of this Agreement, including any extensions.

3.2 Warranty. Contract Pricing includes the standard warranty provided by the manufacturer. Additional extensions of the warranty beyond the standard warranty will be an additional cost to the Customer.

3.3 Ordering Instructions. Reseller agrees to send orders to SYNNEX through a SYNNEX approved method. Reseller is responsible for ensuring that only authorized employees place, change or delete orders and that the orders conform to all requirements of this Agreement.

3.4 Customer Purchase Order Forms. Reseller agrees to provide a copy of the Customer's purchase order when placing an order to SYNNEX through this Contract.

3.5 Audit. SYNNEX shall, at all reasonable times and for five (5) years after termination or expiration of this Agreement, have full access to Reseller's books, records, files and related correspondence relating to Reseller's performance under this Agreement.

3.6 Purchase Volume Reports. Reseller shall submit a point of sale report of sales through this Agreement on the provided template to NCPA@synnex.com no later than the fifth (5th) day of the preceding month.

3.7 Contract Fee. Reseller is responsible for payment of the contract fee associated with this Agreement (the "Contract Fee"), the amount of which is based on the pricing charged to the Customer as delineated in the monthly point of sale report in Section 3.6. Unless otherwise instructed by SYNNEX, Reseller shall provide the Contract Fee to SYNNEX within 30 days following the end of the preceding month.

3.8 Reseller Services. Reseller must request a one-off approval from SYNNEX to include their services in a contract quote and/or order.

3.9 Contract Terms and Conditions. Reseller agrees to comply with the terms and conditions of the Contract.

SECTION 4 ORDERS, PAYMENT AND DELIVERY

4.1 Ordering Information. Reseller shall ensure that Customers are eligible to purchase through the Contract.

4.2 Order Acceptance. All orders shall be subject to SYNNEX's acceptance, and SYNNEX shall have no liability for any orders it rejects.

4.3 Shipment and Payment. The negotiated price includes delivery to the Customer, FOB Origin standard ground freight within the continental US only. Customers may be charged additional fees if shipment must be expedited, requires special handling or delivery and/or OCONUS delivery.

4.4 Timely Shipment. SYNNEX will use commercially reasonable efforts to meet the Customer's requested delivery date at the location specified by the Customer.

4.5 Timely Processing. Reseller will use its best commercial efforts to process orders and to provide customer service and support in a timely manner.

4.6 Payment. Reseller's standard credit terms will apply to all orders under this Agreement.

SECTION 5 ADDITIONAL DUTIES OF RESELLER

5.1 Best Efforts. Reseller shall use its best efforts to promote and sell the Products to Customers, all consistent with good business ethics and in a manner that will reflect favorably on SYNNEX.

5.2 Compliance. Reseller shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and executive orders. If either party receives any notice or becomes aware of any violation of any applicable law, statute, rule, regulation or ordinance by the Products or the distribution thereof, such party shall promptly notify the other party of such notice or violation.

5.3 Conduct of Reseller. Reseller shall at all times refrain from engaging in any illegal, unfair, or deceptive trade practices or unethical business practices whatsoever. Reseller shall not make any false or misleading representations to Customers or other persons with regard to SYNNEX or the Products. Reseller shall not make any representations with respect to the specifications, features, or capabilities of Products which are not consistent with those described in the manufacturer's publicly-available Product documentation.

5.4 No Contract Modification. Reseller shall not alter, change, or modify in any way, any contract or order under any contract between SYNNEX and any Customer. Reseller will indemnify and hold SYNNEX harmless from any alteration, change, or modification to a contract between SYNNEX and any Customer caused by the actions of Reseller.

5.5 Failure to comply with any of the provisions of this section will result in immediate termination of Reseller.

SECTION 6 QUALIFICATIONS OF RESELLER

6.1 Good Standing. Reseller's business and credit accounts with SYNNEX must be current and in good standing. Reseller cannot have defaulted on any payments due to SYNNEX and must have a history of prompt and timely payments for all amounts due SYNNEX.

6.2 Reseller Financials. Reseller agrees to provide SYNNEX with updated credit information on request. Reseller understands and agrees that SYNNEX may order a credit report in connection with the Agreement.

SECTION 7 CONFIDENTIALITY.

7.1 Confidentiality Obligations. The receiving party shall protect the confidentiality and secrecy of the disclosing party's Confidential Information and shall prevent any improper disclosure or use thereof by its employees, agents, contractors or consultants, in the same manner and with the same degree of care (but in no event less than a reasonable degree of care) as it uses in protecting its own information of a confidential nature for a period of three (3) years from the date of such disclosure. Each party must inform its employees having access to the other's Confidential Information of restrictions required to comply with this **Section 7.1**. Each party agrees to provide notice to the other immediately after learning of or having reason to suspect a breach of any of the restrictions of this **Section 7.1**. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the receiving party uses reasonable efforts to limit the disclosure and provides the disclosing party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

Each party retains for itself all proprietary rights it possesses in and to all of its own Confidential Information. Accordingly, Confidential Information which the disclosing party may furnish to the receiving party shall be in the receiving party's possession pursuant only to a restrictive, nontransferable, nonexclusive license under which the receiving party may use such Confidential Information under the terms of this Agreement, solely for the purposes of satisfying its obligations hereunder. Each party understands that the party receiving Confidential Information may now or in the future be developing proprietary information internally, or receiving proprietary information from third parties in confidence that may be similar to disclosed Confidential Information. Nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products, for itself or others, that compete with the products, processes, systems or methods contemplated by disclosed Confidential Information.

Each party acknowledges that any material violation of the rights and obligations provided in this **Section 7.1** may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding **Section 13.6**, each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

SECTION 8 STAFFING.

8.1 Staffing. Each of the parties agrees not to solicit, hire or engage any employees of the other party that are directly involved in the activities of the other party in connection with this Agreement during the period such employees are employed by the other party and for a period of one hundred eighty (180) days after the date of such employee's termination of employment from the other party. Each party acknowledges that any material violation of the rights and obligations provided in this **Section 8.1** may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding **Section 13.6**, each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

SECTION 9 LIMITATION OF LIABILITY.

9.1 EXCEPT FOR A BREACH OF **SECTION 7.1** OR **SECTION 8.1**, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS HOWSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENTS INTO WHICH THEY ARE INCORPORATED, OR ANY PERFORMANCE OR NONPERFORMANCE UNDER THESE TERMS AND CONDITIONS, IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS OR SERVICES ACTUALLY DELIVERED TO AND PAID FOR HEREUNDER.

SECTION 10 INDEMNIFICATION

10.1 Reseller Indemnification. Reseller will indemnify, defend and hold harmless SYNNEX, its dealers, employees, successors, assigns, parent company and affiliated companies (each individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, demands, causes of action, expenses (including reasonable attorneys' fees) and liabilities, arising out of Reseller's acts or omissions relating in any way to its activities in connection with this Agreement, or actual or alleged misrepresentation relating to

any of the Indemnified Parties, the Products or this Agreement, regardless of the form of action. Reseller shall pay any damages and costs assessed against the Indemnified Parties in connection with such claim. Any Indemnified Party shall have the right, at its own expense, to participate and be represented in any such action, suit or proceeding by its own attorneys. Reseller shall not enter into any settlement that affects an Indemnified Party's rights or interests without such Indemnified Party's prior written approval.

10.2 SYNNEX Indemnification. SYNNEX will indemnify, defend and hold harmless Reseller from and against any and all claims, demands, causes of action, expenses (including reasonable attorneys' fees) and liabilities, arising out of SYNNEX's wrongful acts or omissions relating in any way to its activities in connection with this Agreement, or actual or alleged misrepresentation relating to the Products or this Agreement, regardless of the form of action. SYNNEX shall pay any damages and costs assessed against Reseller in connection with such claim. Reseller shall have the right, at its own expense, to participate and be represented in any such action, suit or proceeding by its own attorneys. SYNNEX shall not enter into any settlement that affects Reseller's rights or interests without Reseller's prior written approval.

SECTION 11 INTELLECTUAL PROPERTY

11.1 Nothing contained in this Agreement shall give Reseller any interest, license or right in any trademark, name, logo, or other trade designation of SYNNEX or any SYNNEX parent or affiliated company. Reseller agrees that it will not at any time during or after this Agreement assert or claim any interest in, or do anything that may adversely affect the validity or enforceability of, any trade name, trademark or logo belonging to or licensed to any SYNNEX parent or affiliated company or the rights therein.

SECTION 12 TERM AND TERMINATION.

12.1 Term. The initial term of this Agreement shall commence on the Effective Date of this Agreement and extend for one (1) year thereafter, with automatic one year renewals unless terminated according to one or more of the following provisions:

(A) At any time upon the mutual written agreement of both parties;

(B) By either party with or without cause upon thirty (30) days prior written notice of termination to the other party;

(C) By either party, following a material breach of this Agreement by the other party and the breaching party's failure to cure such breach within thirty (30) days of it receiving written notice of such breach;

(D) By SYNNEX, immediately upon written notice, in the event Reseller breaches **Section 5**; and

(E) By either party upon the other party seeking an order for relief under the bankruptcy laws of the United States or similar laws of any other jurisdiction, a composition with or assignment for the benefit of creditors, or dissolution or liquidation.

Notwithstanding the foregoing, SYNNEX may in its sole discretion, and without any further liability or obligation of any kind, revoke its appointment of Reseller by providing five (5) business days written notice.

12.2 Effect of Termination. The termination of this Agreement shall in no way affect the obligations of either party regarding orders accepted by SYNNEX prior to the effective date of such termination.

12.3 Return of Confidential Information. Upon termination of this Agreement by either party, each party shall return all originals and copies of Confidential Information or destroy the same with certification of such destruction, provided, however, that the Receiving Party may retain an archival copy of Confidential Information as required by record retention policies or law.

12.4 Survival. Provisions herein which by their nature extend beyond the termination or expiration of this Agreement will remain in effect until fulfilled.

SECTION 13 MISCELLANEOUS.

13.1 Entire Agreement and Modification. This Agreement shall constitute the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties relating to such transactions. The Exhibits attached hereto are considered to be a part of this Agreement. No modification of this Agreement shall be binding, unless in writing and signed by an authorized representative of each party.

13.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party hereto shall in any way sell, transfer, assign, or otherwise dispose of any of the rights, privileges, duties and obligations granted or imposed upon it under this Agreement; *provided, however*, SYNNEX shall have the right to assign its rights, duties and responsibilities under this Agreement to an affiliate of SYNNEX. An affiliate of SYNNEX means any corporation, partnership or other business entity which controls, is controlled by, or is under common control with SYNNEX.

13.3 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall be severed and shall not affect any other provision hereof. Furthermore, the severed provision shall be replaced by a provision which comes closest

to such severed provision, or part thereof, in language and intent, without being invalid, illegal or unenforceable.

13.4 Force Majeure. Neither party shall be liable to the other for any delay in performance or failure to perform, in whole or in part, due to labor dispute, strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, civil commotion, act of public enemy, accident, fire, flood, earthquake, or other act of God, act of any governmental authority, judicial action, computer virus or worm, or similar causes beyond the reasonable control of such party. If any event of force majeure occurs, the party affected by such event shall promptly notify the other party of such event and take all reasonable actions to avoid the effect of such event.

13.5 Independent Contractor. SYNNEX and Reseller are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties.

13.6 Disputes. Both parties agree to negotiate in good faith the settlement of any disputes that may arise under this Agreement. If necessary, such disputes shall be escalated to appropriate senior management of each party. In the event that such good faith settlements fail, excluding any and all disputes and controversies arising out of or in connection with **Sections 7.1** or **8.1**, any and all other disputes and controversies of every kind and nature between the parties arising out of or in connection with the existence, construction, validity, interpretation, or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination of this Agreement shall be submitted to binding arbitration, pursuant to the Rules of the American Arbitration Association, before a single arbitrator in Alameda County, California. In the event the parties cannot agree on the arbitrator, then an administrator of the American Arbitration Association shall select an appropriate arbitrator from among arbitrators of the American Arbitration Association with experience in commercial disputes related to technology products. In the event of any litigation arising out of this Agreement or its enforcement by either party, the prevailing party shall be entitled to recover as part of any judgment, reasonable attorneys' fees and court costs.

13.7 No Waiver. The failure of either party to require performance by the other party of any provision of this Agreement shall not affect the full right to require such performance at any later time, nor shall the waiver by a party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

13.8 Jurisprudence. This Agreement shall be governed by and construed in accordance with the laws of California and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

13.9 Notice. All written notices required by this Agreement must be delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt.

13.10 Exhibits. Each Exhibit attached hereto is incorporated herein by this reference. The parties may amend any Exhibit from time to time by entering into a separate written agreement, referencing such Exhibit and specifying the amendment thereto, signed by an authorized employee of each of the parties.

* * * * * * *

About NCPA

NCPA (National Cooperative Purchasing Alliance) is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. For more information, go to www.ncpa.us.

Who Can Use NCPA's Contracts?

There are over 90,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize NCPA's cooperative purchasing contracts. These include, but are not limited to the following agency types:

- *School Districts (including K-12, Charter schools, and Private K-12)*
- *Higher Education (including Universities, Community Colleges, Private Colleges & Technical / Vocational Schools)*
- *Cities, Counties, and any Local Government*
- *State Agencies*
- *Healthcare Organizations*
- *Church/Religious*
- *Nonprofit Corporations*

State Statutes

This contract is accessible nationally to public agencies whose state laws allow for intergovernmental contract use. Click here to view your state's laws on cooperative purchasing.

Contract Name

SYNNEX NCPA #01-97 - Advanced Technology Solutions Aggregator

Term

August 1, 2019 thru July 31, 2022 plus two additional option years.

Awarded Manufacturers

NCPA Contract #01-97 covers all vendor product lines available at SYNNEX. SYNNEX and manufacturers' standard commercial certifications/authorizations are required for participation, in addition to any requirements specific to Public Sector or this contract.

Freight

All deliveries to NCPA members shall be freight prepaid, FOB Destination for CONUS delivery. For authorized Dealers, all standard commercial freight policies will apply. Possible assistance with freight will be determined on a case by case basis. Additional freight costs may apply for OCONUS delivery, white glove, special and expedited delivery requirements.

NTE (Not-to-Exceed) Contract Pricing

- **4% Discount from MSRP** applicable to all manufacturing lines, (unless noted in Exceptions below)
- **2% Discount from MSRP** for the following:
    - Chromebooks, HP Smartbuys, Lenovo TopSeller Products and all other promotionally priced products.
    - Manufacturers: Apple, APC, Asus, Avaya, Cisco, Crucial, Google, Global Knowledge Training, Microsoft Software, NEC, Netmotion, Seagate, and F5
- **0% Discount for:**
    - Non-Discountable SKUs

- **Services:** Please refer to the Services line card for a complete breakdown of specific costs associated with our services. Please email **fieldservices@synnex.com** with any questions.
- **Dealer is encouraged to offer additional discounts** from the established contract price when possible.

Authorized Dealer Program

SYNNEX offers a Dealer Program that provides select reseller partners the ability to sell to NCPA members using this contract. The Dealer is authorized to invoice the NCPA member and accept payment on behalf of SYNNEX, subject to the following requirements:

- Dealer must obtain a quote from SYNNEX Sales Rep or Team. SYNNEX NCPA Team will include the NCPA contract NTE price to the quote.
- End-user pricing can NOT exceed the NCPA Contract Price but can be discounted by the Dealer.
- Dealer must identify all NCPA quotes and orders to SYNNEX. Quotes can be obtained at **NCPA@synnex.com.**
- Both the End-user and Dealer POs should reference the NCPA Contract number (NCPA 01-97). Dealer is responsible for maintaining a copy of these POs for audit purposes for up to 3 years following the date of that sale.
- Reseller must have a current account in good standing at SYNNEX and signed Dealer Agreement. To participate, please send request to **NCPA@synnex.com.**
- SYNNEX and manufacturers' standard commercial certifications/authorizations are required for participation.

Reporting

Authorized Dealer must provide a Report of their sales under this contract to NCPA@synnex.com no later than the 5th day following the end of the preceding month using the template provided. Use the contract sales report portal to upload your report each month:
https://www.synnexcorp.com/us/govsolv/monthly-contract-reporting/

Contract Fees

Authorized Dealer is responsible for the payment of the Contract Fee to SYNNEX, by the 15th day of the reported month.

Contract fee: 0.80% or 80 Bps for Commodity Products
2.00% or 200 Bps for Enterprise Products

- The Contract Fee is calculated off the Dealer's combined monthly sales based on the total pricing charged to the NCPA members. Participating manufacturers are encouraged to provide special pricing that offsets this Contract Fee.
- Payment Method: ACH Payment is preferred, reach out to govsolv@synnex.com for ACH instructions
- Payment by check is also accepted. Mail to:
  SYNNEX Corporation
  c/o NCPA Contract #01-97 Fee
  39 Pelham Ridge Drive
  Greenville, SC 29615

Marketing

There are no restrictions in the marketing of this contract directly to the cooperative membership. The NCPA Program Office can assist SYNNEX and our participating Dealers with their marketing efforts, training and attendance at industry events and SYNNEX GovSolv shows.

NCPA has provided a membership list to assist our dealer organization in the marketing of this contract. SYNNEX will send all Authorized Resellers the membership list on a monthly basis. Reach out to NCPA@synnex.com for contact information.

NCPA Contact below available to connect w/ end-user/agencies, qualify them & answer any questions.

Cory Fortune, Manager, Member and Vendor Support
Tele: 864-887-2241
E-Mail: **cfortune@ncpa.us**

Team Email: **NCPA@synnex.com**

Public Sector Contract Specialists, Reseller Support

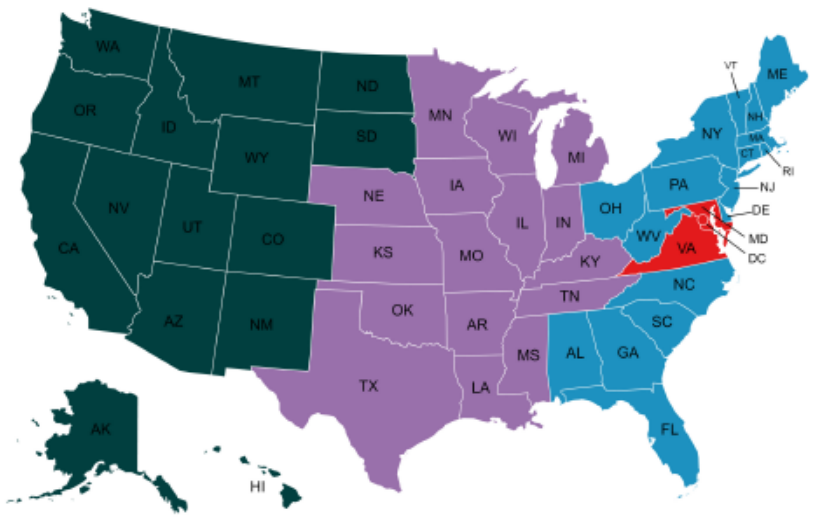
SYNNEX GOVSolv Contracts Team Coverage Map

Jamie Grimm - West
GOVSolv Contracts Specialist
864-373-7589
JamieG@synnex.com

Davies Gallagher - Central
GOVSolv Contracts Specialist
864-447-5942
DaviesG@synnex.com

Nicholas Coperine - East
GOVSolv Contracts Specialist
914-618-1524
NicholasCo@synnex.com

Lisa McElroy- Federal Focus Accounts
GOVSolv GSA Contract Specialist
703-254-8907
LisaMc@synnex.com



Randy Finley
Director, Business Development
Public Sector and Vertical Markets
864-349-4390
RandyFi@synnex.com

Website: **https://www.synnexcorp.com/us/govsolv/ncpa/**
Contract Page on NCPA website: **http://www.ncpa.us/Vendors/SYNNEX**

"A City That Works"

City Council Meeting **H. 6.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution Nos. 8350 and 8351 establishing the special tax levy within the City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) and 2001-1 (Northwest Development Project) (Management Service/Finance Director Garcia)

MOTION(S):

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

I move to adopt Resolution Nos. 8350 and 8351.

RECOMMENDATION:

Staff recommends that City Council adopt Resolution Nos. 8350 and 8351.

DISCUSSION:

In August 2001, the City issued $9,255,000 of Community Facilities District (CFD) Bonds for improvements in and around the San Bernardino Avenue/California Street area. The bonds will be repaid by special taxes levied upon the benefiting property owners.

In March 2004, the City issued $9,545,000 of Community Facilities District (CFD) Bonds for improvements within the District which is bounded by Mountain View Avenue on the west, San Bernardino Avenue on the north, California Street on the east and Lugonia Avenue on the south.

Resolution Nos. 8350 and 8351 set the 2022-23 maximum tax rates and authorize the City Clerk to file all necessary information with the San Bernardino County Auditor/Controller no later than the levy deadline of August 10, 2022. (Preliminary Notice of Special Assessments will be provided to the

County by David Taussig & Associates by July 1, 2022, as required).

Exhibit A of each resolution shows the calculation of the Fiscal Year 2022-23 Special Tax Levy as prepared by David Taussig & Associates. Detailed reports prepared by David Taussig & Associates, showing updates of the development status, the financial obligations and the special tax requirements for Fiscal Year 2022-23 for each CFD, are on file in the City Clerk's office.

ALTERNATIVES:

Do not adopt Resolution Nos. 8350 and 8351.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

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

Fiscal Impact

Fiscal Year: 2022-2023

Budgeted Y/N: Y

Discussion:

None. All City costs associated with the Community Facilities District bonds are borne by the property owners. Such costs are included in the annually adopted tax levy.

Attachments

Resolution 8350 - CFD 2001-1

Resolution 8351 - CFD 2003-1

RESOLUTION NO. 8350

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS LEVYING SPECIAL TAXES WITHIN CITY OF REDLANDS COMMUNITY FACILITIES DISTRICT NO. 2001-1 (NORTHWEST DEVELOPMENT PROJECT)

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

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

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

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

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

WHEREAS, on July 17, 2001, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Redlands Modifying Resolution No. 5911 of the City Council of the City of Redlands," ratifying and affirming the City Council's authorization under the Original Bond Resolution for the issuance of the Bonds, subject to certain modifications to the terms thereof; and

WHEREAS, the City Council desires to levy the Special Taxes within the Community Facilities District for Fiscal Year 2022-2023.

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

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

Section 2. The City Council hereby levies the Special Taxes for the Fiscal Year 2022-2023 at the maximum rates and with respect to the parcels as set forth in Exhibit A hereto; provided, however, that the City Manager or the Finance Director of the City is hereby authorized, prior to the submission to the San Bernardino County Auditor/Controller and upon consultation with the City's special tax consultant, David Taussig & Associates, Inc., (a) to make any necessary modifications to such Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed (provided that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels), or (b) to lower such Special Tax rates to the extent such officer deems necessary upon receipt of the final pricing information, and debt service requirements with respect to, the Bonds. The City Clerk of the City is hereby authorized and directed to file with the San Bernardino County Auditor/Controller no later than August 10, 2022, a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for Fiscal Year 2022-2023.

Section 3. The officers and agents of the City are, and each of them hereby is, authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the levy of the Special Taxes for Fiscal Year 2022-2023 as provided in this Resolution.

Section 4. All actions heretofore taken by the officers and agents of the City with respect to the levy of the Special Taxes for Fiscal Year 2022-2023 are hereby approved, confirmed and ratified.

Section 5. This Resolution shall take effect immediately upon its adoption.

APPROVED and ADOPTED by the City Council of the City of Redlands on June 21, 2022

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 21st day of June, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jeanne Donaldson, City Clerk

Exhibit A

City of Redlands CFD No. 2001-1
FY 2022-2023 Special Tax Roll

Assessor's Parcel Number	FY 2022-2023 Special Tax
0167-551-08	$112,312.67
0167-551-09	$97,749.22
0167-571-05	$183,589.54
0167-641-05	$48,551.93
0167-641-06	$46,789.33
0167-641-07	$74,308.89
0167-671-03	$49,620.44
0167-681-07	$69,407.73
0167-681-09	$79,118.72
Total FY 2022-2023 Special Tax Levy	**$761,448.47**
Total Number of Parcels Taxed	**9**

RESOLUTION NO. 8351

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS LEVYING SPECIAL TAXES WITHIN CITY OF REDLANDS COMMUNITY FACILITIES DISTRICT NO. 2003-1 (REDLANDS BUSINESS CENTER)

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has formed City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) (the "Community Facilities District"), under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

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

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

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

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

WHEREAS, the City Council desires to levy the Special Taxes within the Community Facilities District for Fiscal Year 2022-2023;

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

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

Section 2. The City Council hereby levies the Special Taxes for the Fiscal Year 2022-2023 at the maximum rates and with respect to the parcels as set forth in Exhibit A hereto; provided, however, that the City Manager or the Finance Director of the City is hereby authorized, prior to the submission to the San Bernardino County Auditor/Controller and upon consultation with the City's special tax consultant, David Taussig & Associates, Inc., (a) to make any necessary modifications to such Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed (provided that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels), or (b) to lower such Special Tax rates to the extent such officer deems necessary upon receipt of the final pricing information, and debt service requirements with respect to, the Bonds. The City Clerk of the City is hereby authorized and directed to file with the San Bernardino County Auditor/Controller no later than August 10, 2022 a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for Fiscal Year 2022-2023.

Section 3. The officers and agents of the City are, and each of them hereby is, authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the levy of the Special Taxes for Fiscal Year 2022-2023 as provided in this Resolution.

Section 4. All actions heretofore taken by the officers and agents of the City with respect to the levy of the Special Taxes for Fiscal Year 2022-2023 are hereby approved, confirmed and ratified.

Section 5. This Resolution shall take effect immediately upon its adoption.

APPROVED and ADOPTED by the City Council of the City of Redlands on June 21, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

CITY CLERK'S CERTIFICATE

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the City Council duly and regularly held on June 21, 2022, of which meeting all of the members of said City Council had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Jeanne Donaldson, City Clerk

Exhibit A

City of Redlands CFD No. 2003-1
FY 2022-2023 Special Tax Levy

Assessor's Parcel Number	FY 2022-2023 Special Tax
Zone 1	
0167-441-07	$14,168.84
0167-481-16	$89,068.39
0167-501-11	$130,160.93
0167-511-24	$6,095.46
0167-511-25	$5,846.67
0167-511-26	$31,348.09
0167-511-27	$8,624.87
0167-511-28	$7,754.09
0167-511-29	$195,345.06
0167-541-09	$139,034.60
Subtotal	**$627,447.00**
Zone 2	
0167-511-09	$197,376.88
Subtotal	**$197,376.88**
Total FY 2022-2023 Special Tax Levy	**$824,823.88**
Total Number of Parcels Taxed	**11**

"A City That Works"

City Council Meeting **H. 7.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a software license agreement with Azteca Systems, LLC for the provision of Cityworks Licensing and support for a term of 3 years at a total cost of $148,148.59 (Management Services/Finance Director Garcia)

MOTION(S):

I move that the City Council approve the software license agreement with Azteca Systems, LLC for a period of 3 years at a cost not-to-exceed $148,148.59.

RECOMMENDATION:

Staff recommends that the City Council approve the Software License Agreement with Azteca Systems, LLC for a period of 3 years at a cost not-to-exceed $148,148.59.

DISCUSSION:

In 2008 Cityworks was adopted as the work order system of the Facilities and Community Services Department to monitor and maintain streets, sidewalks, streetlights, trees, parks and other infrastructure citywide. In 2011 permitting was implemented in Cityworks for MUED, Building and Safety, Fire, and Planning. Over 42,000 work orders and 43,000 permits have been created since Cityworks was implemented. Cityworks is an integral part of the day-to-day operation of the city keeping track of fees, maintenance, development and infrastructure improvements.

Cityworks is integrated with Redlands 311 allowing residents to submit service requests using their mobile device or computer. In 2022 the Cityworks Public Portal was implemented, allowing the public to apply for certain building permits online.

Cityworks is a cost-effective solution compared to other work management/permitting systems. It took over six months to implement Cityworks and many customizations have been added to improve efficiencies. To implement a new system would require a similar effort and would not be possible to complete in the time available to prevent a disruption in city services.

Staff recommends moving forward with this Sole Source Software License Agreement to allow the continued use of Cityworks for tracking the maintenance of city assets and issuing development permits.

ALTERNATIVES:

The alternative is to not approve the software license agreement. This would result in the loss of the city's work order and permitting system resulting in a major disruption of city services until a new system could be implemented.

STRATEGIC PLAN:

None

SUBMITTED BY:

Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:

Matthew Bradbury, GIS Administrator

Fiscal Impact

Fiscal Year: 2021-22
Amount: $46,994
Budgeted Y/N: Y
Discussion:
Funding for the first year of this agreement is included in the current budget for the IT Division.

Fiscal Year: 2022-23
Amount: $49,343.70
Budgeted Y/N: Y
Discussion:
Funding for years 2 and 3 of the agreement are included in the IT Division's budget request for Fiscal Years 2023 and 2024.

Fiscal Year: 2023-24
Amount: $51,810.89
Budgeted Y/N: Y
Discussion:

Attachments

Cityworks License Agreement
Attachment A Cityworks - Redlands CA - 3 Year Quote
Cityworks Sole Single Source Request Form

CITYWORKS®
SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement ("Agreement") is made by and between Azteca Systems, LLC ("Azteca Systems" or "Azteca") a Delaware limited liability company, with a place of business set forth on Addendum #1 below, and **City of Redlands, California** (hereinafter referred to as "Licensee" or "Customer"), using certain of Azteca Systems Licensed Products. This Software License and Maintenance Agreement is effective upon the date of signature by Licensee below (the "Effective Date").

Azteca Systems Products are licensed under the terms and conditions of this Agreement. This Agreement, when executed by the Licensee and Azteca Systems, as licensor of the Software, or the Online Services, and Documentation licensed under this Agreement, will supersede any previous agreements.

This Agreement includes (i) this Software License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support, and (iv) Addendum #3 – Third-Party Contractor Acknowledgment.

This Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party's original signature is not delivered.

ARTICLE 1—DEFINITIONS

1.1 **Definitions**. The terms used are defined as follows:

a. "Agreement" means this Software License and Maintenance Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda, and other documents incorporated by reference.
b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account username and password, or other mechanism required for use of a Product.
c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee's employees; (ii) Licensee's consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software's public web portal (if applicable). Other than limited use of the Products through the software's web portal, the public is not considered an authorized user.
d. "Beta" means any alpha, beta, or other prerelease version of a Product.
e. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
f. "Cloud Services" means both Azteca Systems Managed Cloud Services and Online Services.
g. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
h. "Concurrent Use License" means that Licensee may install and use the Software on computer(s) on a network, but the number of simultaneous users (logins) may not exceed the number of licenses required.
i. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.
j. "Documentation" means all user reference documentation that is supplied to the Licensee by Azteca Systems pursuant to this Agreement for aiding or enabling the use of the Software and is deemed to include any Azteca Systems-provided revisions thereof.
k. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee's internal operations but does not include access of the Licensed Products by or use of the Licensed Products in the provisions of services to Licensee's clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a

service offering, service bureau application, application service provider, outsourcing, or other means of providing service to any third party shall not be considered Internal Use.

l. “Licensed Products” or “Products” shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified in Addendum #1 attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software and Documentation licensed under the terms of this Agreement.

m. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.

n. “Malicious Code” means software viruses; worm time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

o. “Named User(s) is Licensee’s employee, agent, consultant, or contractor to whom Licensee has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product or subscription to Online Services for Licensee’s exclusive benefit.

p. "Online Services" means the commercially available, internet-based asset management system that Azteca Systems provides (commonly known as Cityworks Online), including applications and associated APIs, for storing, managing, publishing, and using maps, data, and other information. Online services exclude Data and Content.

q. “Online Services Subscription” means a limited-term subscription conveying the right for one or more named users to access and use Online Services.

r. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.

s. "Preview" means any alpha, beta, or prerelease Product.

t. “Product(s)” means Software and Documentation licensed under the terms of this Agreement.

u. "Sample(s)" means sample code, sample applications, sample add-ons, or sample extensions of Products.

v. “Server” means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.

w. "Software" or “Cityworks Software” means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, documentation, updates, upgrades, and service packs. Without limitation, the Software is deemed to include any alpha, beta, prerelease or restricted version(s), or final commercial release(s), provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, sample code, or merged copies permitted hereunder or subsequently supplied under this Agreement. Unless otherwise indicated by the context herein, the term Software is also deemed to include its associated Documentation.

x. “Standard Maintenance” or “Maintenance Addendum” shall mean the Standard Software Maintenance & Support Addendum #2.

y. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

All Azteca Systems Offerings are the copyrighted works of Azteca Systems. Azteca Systems or its licensors own the Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights, including trade secrets. This Agreement does not transfer ownership rights of any description in the software, materials, products, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this Agreement are reserved to Azteca Systems and its licensor(s). Azteca Systems does not acquire any rights in Customer Content under this Agreement other than as needed to provide Azteca Offerings and Services to Customer.

ARTICLE 3—GRANT OF LICENSE

3.1 **Grant of License**. Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i)

for which the applicable license fees have been paid; (ii) for Licensee's own internal use; (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 6. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) licenses. Licensee may allow Third-Party Contractors to access and use the licensed Software, provided Licensee and Third-Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 – Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third-Party Contractor Acknowledgment (if applicable) collectively, are incorporated by reference into this Agreement.

a. *Software.* Use and license for specific Software products are set forth in Addendum #1– Product Licensing, which is incorporated by reference.
b. *Maintenance.* Maintenance terms are set forth in Section 10.10 below and in Addendum #2 – Standard Maintenance and Support, which terms are incorporated by reference.
c. *Third Party Contractor.* Terms of use for Third-Party Contractor software usage (if applicable) are set forth in Addendum #3 – Third-Party Contractor Acknowledgment, which is incorporated by reference.

3.2 **Delivery**. Unless otherwise agreed, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Products by electronic download and a license key to activate the Licensed Products.

ARTICLE 4—SOFTWARE AND ONLINE SERVICES

4.1 Software Terms of Use

a. For Products delivered to Licensee, Licensee may:

1. Install, access, and store Products on electronic storage device(s);
2. Make archival copies and routine computer backups;
3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity;
4. Move the Software in the licensed configuration to a replacement server; and
5. Governmental or not-for-profit organization that operate a website or offer internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.

b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca Systems and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [*Licensee will insert the actual copyright date(s) from the source materials*] Azteca Systems, LLC. and its licensors. All rights reserved."

c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third-Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca Systems. Licensee shall be solely responsible for compliance by Third-Party Consultants and Contractors with this Agreement and shall ensure that the Third-Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third-Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

4.2 Online Services Terms of Use

a. **Use of Online Services** is also subject to the Cloud Services Terms found in Addendum #2.
b. **Modification of Online Services**. Azteca Systems may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any

modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Azteca Systems may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Azteca Systems will issue a prorated refund.

4.3 **Named User Licenses**. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. **Named Users**.

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

4.4 **Limited-Use Programs**.

a. **Trial, Evaluation, and Beta Programs**. Products acquired under a trial, evaluation, or beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.

b. **Educational Programs**. Licensee agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Licensee shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

c. **Other Azteca Systems Emergency or Limited-Use Programs**. If Licensee acquires Products under any limited-use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page, letter, or enrollment form or as described on Azteca's website in addition to the nonconflicting terms of this Agreement.

4.5 **Uses Not Permitted**. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

a. Sell, rent, lease, sublicense, lend, assign, or time-share Licensed Software or Products;
b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
c. Act as a service bureau or Commercial ASP;
d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
f. Distribute Authorization Codes to third parties;
g. Reverse engineer, decompile, or disassemble Products;
h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Licensed Products;
i. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
k. Unbundle or independently use the individual or component parts of Software or Online Services;

l. Incorporate any portion of the Software into a product or service that competes with the Software;
m. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
n. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—AZTECA SYSTEMS MANAGED CLOUD SERVICES

5.1 **Definitions**. The following are supplemental definitions provided in Article 1.

a. "Azteca Managed Cloud Services" means the hardware, Software, Data, network platform that Azteca Systems or its third-party supplier provides as part of Azteca Managed Cloud Services.
b. "Hosting" means the business of housing and making accessible Licensee Content via the internet.

5.2 **Provision of Azteca Managed Cloud Services.**

a. **General Terms**. Use of Azteca Systems Managed Cloud Services is subject to the Cloud Services terms found in Addendum #2 of this Agreement.
b. **Requirements Planning**. It is Customer's responsibility to plan for and address with Azteca Systems changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
c. **Compensation and Expenses**. Azteca Systems will invoice Customer annually for the Azteca Systems Managed Cloud Services to be provided the upcoming year. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Azteca Systems or removal of Customer Content from the Azteca Systems Managed Cloud Services environment.
d. **Risk of Loss**. Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content.
e. **Personally Identifiable Information**. Prior to providing any Customer Content under this Agreement, Customer shall notify Azteca Systems if Customer Content includes personally identifiable information.
f. **Public Software**. Customer may not use, and may not authorize its end users or contractors to combine or use any Azteca Systems Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Azteca Systems Offering to be (i) disclosed or distributed in source code form, (ii) made available free of charge to third parties, or (iii) modifiable without restriction by third parties.
g. **Monitoring**. Licensee will provide information and other materials related to its Licensee Content as reasonably requested by Azteca Systems or its Hosting partner to verify Azteca's or Licensee's compliance with this Agreement. Azteca Systems or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Licensee Content solely for the purpose of verifying compliance with this Agreement.

ARTICLE 6—TERM AND TERMINATION

6.1. The initial term of this Agreement will begin on the Effective Date, or upon such latter dates set forth in Addendum #1, and in each case provided a valid purchase authorization is issued. This Agreement may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum #1.

6.2. Either party may terminate this Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination shall be deemed to have immediate effect for a material breach that is impossible to cure.

6.3. **Termination by Licensee for Convenience**. In the event that either funding from Licensee or other sources is

withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement, or for convenience, Licensee may terminate subsequent Term Maintenance Periods by giving Azteca Systems at least thirty (30) days' written notice prior to the end of the current Term Maintenance Period. The effective date of such termination will be the start of the subsequent Term. If terminated prior to current term, no refund is provided unless termination is made prior to the first 90 days of the initial term period.

6.4. **Termination by Azteca Systems**. Azteca Systems may terminate this Software License and Maintenance Agreement and/or any license granted hereunder if:

a. Licensee violates its obligations under this Software License and Maintenance Agreement and fails to cure the breach within thirty (30) days after Azteca Systems' written notification, provided however, that no cure period prior to termination will be required as noted in section 6.2.
b. Licensee ceases to do business in the ordinary course, or becomes insolvent, enters bankruptcy, reorganization, composition or other similar proceedings under applicable laws, whether voluntary or involuntary, or admits in writing its inability to pay its debts, or makes or attempts to make an assignment for the benefit of creditors. Such termination shall be effective upon notice to such party or as soon thereafter as is permitted by applicable law.

6.5. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the Software License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

6.6. If this Agreement is terminated per section 6.3, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance, and support services rendered or products and software received and accepted prior to the effective date of termination.

6.7. If this Agreement is terminated per section 6.3 or 6.4, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then, for no additional charge to Licensee and at Licensee's option, either grant a license to the Licensee for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software, or allow Licensee to create digital copies of all files needed by the Licensee for the same period. Upon termination, Azteca Systems will no longer provide updates, patches, or support. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

6.8. If Licensee has an Online Services Subscription, Managed Cloud Services, or Online Services Product, then upon termination per section 6.3 or 6.4, Azteca Systems will provide Licensee the ability for 30 days to download, backup, or otherwise archive all Licensee Data.

6.9. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach or termination of any kind occur.

ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS

7.1 **Limited Warranties**. Except as otherwise provided in this Article 7, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

7.2 **Special Disclaimer**. **Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and beta Products are delivered "as is" and without warranty of any kind.**

7.3 **Disclaimers**.

a. **Internet Disclaimer**. Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the internet or to regulation of the internet that might restrict or prohibit the operation of Cloud Services.
b. **Third-Party Websites; Third-Party Content**. Azteca Systems is not responsible for any third-party website or third-party content that appears in or is referenced by Azteca Systems Products or Azteca Systems websites, including www.cityworks.com and https://mycityworks.force.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

7.4 **General Disclaimer**. **Except for the express limited warranties set forth in this Agreement, Azteca Systems disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights. Azteca Systems is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Licensee Content caused by Licensee's modification of any Azteca Systems Product or Service other than as specified in the Documentation. Azteca Systems does not warrant that Products and Services hereunder or Licensee's operation of the same, will be uninterrupted, error free, fault-tolerant, or fail-safe or that all nonconformities can or will be corrected. Products are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property/environmental damage. Licensee should not follow any suggestions or instructions that appear to be hazardous, unsafe, or illegal. Any such use shall be at Licensee's own risk and cost.**

7.5 **If Licensee utilizes data fields available in the Licensed Products to store data not required for the normal use and operation of our Licensed Products and Software for their intended purpose, Licensee agrees (i) that Azteca Systems is not responsible for compliance with laws, rules and regulations specific to such Data (eg. HIPAA or PCI Rules); and (ii) Licensee assumes all risks associated with, related to, or arising from Licensee's use of data fields to store such data.**

7.6 **Exclusive Remedy**. Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Section shall be limited to replace any defective media; (i) repair, correct, or provide a workaround for the applicable Products or Services and subject to the Azteca Systems Maintenance Services and Support Addendum; or (ii) at Azteca Systems election, terminate Licensee's right to use and refund the fees paid for Azteca Systems Products or Services that do not meet Azteca Systems limited warranties, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

ARTICLE 8—LIMITATION OF LIABILITY

8.1 **Disclaimer of Liability. Neither Licensee, Azteca Systems, nor any Azteca Systems distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees paid for the current Term support period, or current Subscription fees, or Services fees actually paid to Azteca Systems for the Azteca Systems Products or Services giving rise to the cause of action**.

8.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Licensee's infringement, misuse, or misappropriation of Azteca Systems or Azteca Systems licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

8.3 **Applicability of Disclaimers and Limitations**. Azteca Systems (or its authorized distributor if any) has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

8.4 The foregoing warranties, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Licensee's jurisdiction. Licensee may have additional rights under

law that may not be waived or disclaimed. Azteca Systems does not seek to limit Licensee's warranty or remedies to any extent not permitted by law.

ARTICLE 9—INDEMNIFICATIONS

9.1 **Definitions**. The following definitions supplement the definitions provide in Article 1:

a. "Claim" means any claim, action, or demand by a third party.
b. "Indemnitees" means Customer and its directors, officers, and employees.
c. "Infringement Claim(s)" means any Claim alleging that Customer's use of or access to any Azteca Systems Products or Services infringes a patent, copyright, trademark, or trade secret.
d. "Loss(es)" means expenditure, damage award, settlement amount, cost, or expense, including awarded attorney's fees.

9.2 **Infringement Indemnity**.

a. Azteca Systems will defend, hold all indemnitees harmless from and against any Loss arising out of an Infringement Claim.
b. If Azteca Systems determines that an Infringement Claim is valid, Azteca Systems may, at its expense, either (i) obtain rights for Customer to continue using the Azteca Systems Products or Services or (ii) modify the Azteca Systems Products or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Azteca Systems may terminate Licensee's right to use the Azteca Systems Products or Services and will refund any unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
c. Azteca Systems has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Azteca Systems Products or Services with a product, process, or system or element not supplied by Azteca Systems or specified by Azteca Systems in its Documentation, (ii) alteration of Azteca Systems Products or Services by anyone other than Azteca Systems or its subcontractors, (iii) compliance with Licensee's specifications, or (iv) use of Products or Services after Azteca Systems either provides a modified version to avoid infringement or terminates Licensee's right to use the Products or Services.

9.3 **General Indemnity**. Azteca Systems will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Azteca Systems or its directors, officers, employees, or agents performing Services while on Customer's site.

9.4 **Conditions for Indemnification**. As conditions for indemnification, Indemnitee will (i) promptly notify Azteca Systems in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Azteca Systems sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Azteca Systems request and expense.

9.5 **This section sets forth the entire obligation of Azteca Systems, its authorized distributor (if any), and its third-party licensors (if any) regarding any Claim for which Azteca Systems must indemnify Licensee**.

ARTICLE 10—GENERAL PROVISIONS

10.1 **Export Control Regulations**. Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country, (ii) any person on the US Treasury Department's list of Specially Designated Nationals, (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List, or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

10.2 **Taxes and Fees, Shipping Charges**. License and Subscription fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

10.3 **No Implied Waivers**. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

10.4 **Severability**. The parties agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

10.5 **Successor and Assigns**. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this Agreement.

10.6 **Survival of Terms**. The provisions of Articles 2, 6, 7, 8, 9 and 10 of this Agreement, and the provisions of section 4.1 of Addendum #2, shall survive the expiration or termination of this Software License and Maintenance Agreement.

10.7 **US Government Licensee**. The Products are commercial items, developed at private expense, provided to Licensee under this Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

10.8 **Governing Law**. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- **Government Entities**. If Licensee is a government entity, the applicable laws of the Licensee's jurisdiction govern this Agreement.
- **Nongovernment Entities**. US federal law and the law of the State of Utah exclusively govern this Agreement, excluding their respective choice of law principles.

10.9 **Dispute Resolution**. The parties will use the following dispute resolution process:

- **Equitable Relief**. Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- **US Government Agencies**. This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- **Other Government Entities**. Azteca Systems will comply with mandatory dispute resolutions under applicable law.
- **Negotiation and Litigation**. The parties will attempt negotiation in good faith and a spirit of mutual cooperation. Except as noted above, if the parties are unable to resolve any dispute through negotiation, then the governing law shall be as set forth in section 10.8.

10.10 **Maintenance**. Maintenance for qualifying Software consists of updates (provided on a when-and-if available basis) and other benefits, such as access to technical support, which are provided during the Term. Maintenance is specified as set forth in Addendum #2.

10.11 **Audit**. Upon Azteca System's written request, Licensee shall certify in a signed writing that its use of the Licensed Product is in full compliance with the terms of this Agreement (including any restrictions herein). Azteca

Systems, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit Licensee's records and use of the Licensed Products to confirm compliance with this Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with ordinary business activities. Licensee shall be responsible for any audit costs only in the event that such audit reveals that Licensee's use is not in accordance with the permitted uses under this Agreement, and for unpaid license fees.

10.12 **Feedback**. Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Software or Products, and any related intellectual property, are owned by Azteca Systems.

10.13 **Patents**. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

10.14 **Force Majeure**. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber-attacks, laws, regulations, government orders, or any other force majeure event.

10.15 **Independent Contractor**. Azteca Systems is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Azteca Systems and the Licensee. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

10.16 **Entire Agreement**. This Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective by their respective authorized representatives.

AZTECA SYSTEMS, LLC	**CITY OF REDLANDS, CALIFORNIA** – (LICENSEE)
By: _____	By: _____
Name: Brian L. Haslam	Name: _____
Title: President - CEO	Title: _____
Date: _____/_____/_____	Date: _____/_____/_____

ADDENDUM #1

PRODUCT LICENSING

1. **Licensed Software:**

Server AMS Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:
Storeroom
Equipment Checkout
Contracts
Cityworks for Excel
Cityworks Analytics for AMS
eURL (Enterprise URL)
Workload
Web Hooks
Citizen Engagement API
Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Server PLL Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:
eURL (Enterprise URL)
Public Access for PLL
Cityworks Analytics for PLL
Workload
Web Hooks
Use of Cityworks PLL Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Additional Software Products & Licenses & Annual Renewals: Additional Software Products & Licenses may be added to this Agreement as well as annual renewals of this Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable, being paid.

2. **Notices & Licensee Information: Until or unless otherwise modified, all notices relevant to this agreement shall be sent to the following address:**

Azteca Systems, LLC 11075 South State, Suite 24 Sandy, Utah 84070	**City of Redlands, California** 35 Cajon Street Redlands, CA 92373
	Attn: Danielle Garcia
	E-mail: dgarcia@cityofredlands.org
	Phone: 909-798-7507

3. **Effective Date of Software (Date Software made available)**

MM/DD/YYYY
05/05/2022

4. **Schedule of Payments and/or Fees under Agreement**

Annual Period	Date From/To (mm/dd/yyyy)	Amount
Period 1	**05/05/2022 – 05/04/2023**	**$46,994.00**
Period 2	**05/05/2023 – 05/04/2024**	**$49,343.70**
Period 3	**05/05/2024 – 05/04/2025**	**$51,810.89**

5. **Additional Items (If Any):**

   a. Annual fee herein is based on a 50,001 - 100,000 population range.

   b. If Licensee is receiving an Online product, the following apply:

      i. **CWOL – Cityworks Online**: Cityworks Online (CWOL) – is a Cityworks Online hosted services subscription for the right to access and use the Online Services for the products identified hereinabove. CWOL is a highly scalable hosted services product offering.
      ii. **CWOL** is hosted on Azteca Systems' servers and completely scaled, managed, updated, backed up, and maintained by Azteca Systems. Because Azteca Systems controls the update schedule, users are not responsible for upgrading, managing, or patching the system themselves.

ADDENDUM #2
STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca Systems, LLC ("Azteca Systems" or "Azteca"). Maintenance and support are provided subject to the terms and conditions of the signed Software License and Maintenance Agreement, and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT**: Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license and maintenance fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support services consist of the following benefits: maintenance items (provided on a when-and-if available basis) which may include subsequent version releases of the licensed software, service packs, upgrades and updates, and technical support.

1.1. Azteca Systems will ensure upward compatibility for the licensed software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for licensed software applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:

a. **Software Updates**. Software Updates includes upgrades and service packs which are a collection of files that enhance or correct the licensed software, and which will be available for Licensee to download during the Maintenance Term/Period. Updates and upgrades may also include new versions;
b. Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
c. Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

1.3 The following items, among others, however, are specifically excluded as support services under this Addendum:

a. Support for applying or installing upgrades and service packs (except for Online Products);
b. Assistance with questions related to third-party software, computer hardware, networking, and other similar items that are not provided by Azteca;
c. Assistance with computer operating system questions not directly pertinent to the licensed software;
d. Licensee Data debugging and/or correcting;
e. Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the licensed software, including but not limited to neglect, abuse, unauthorized modifications, and/or unauthorized updates;
f. Consulting regarding customizations created to function with the licensed software unless the customization is identified and listed as licensed software in Addendum #1;
g. Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
h. Questions such as configuration, implementation, and walk-throughs.

1.4 Support Periods are renewable unless terminated as provided in Section 3 below.

1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a

technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6. **Authorized Callers**. Licensee may designate a limited number of authorized callers per software product listed in Addendum #1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7. **Cityworks Online Support and Customer Portal**. Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at http://www.mycityworks.com.

1.8. **Additional Support Items**.

a. On a when-and-if available basis, updates to the licensed software (Addendum #1) means subsequent releases of the program which Azteca generally makes available to its customers who are under an active Software License and Maintenance Agreement for which fees have been paid for the relevant support period.
b. Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed in Addendum #1 changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license or maintenance fees have been paid.
c. Updates may not always include any release, option, or future program that Azteca licenses separately. Updates are provided on a when-and-if available basis as determined by Azteca Systems. Azteca Systems is under no obligation to develop any future programs or functionality. Any updates made available will made available to you for download. Customer is responsible for copying, downloading, and installing the updates.

2. PROCEDURES FOR ACCESSING SUPPORT

2.1. All problem categories from routine, non-critical and critical, that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within four (4) hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is the Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number that will forward the call to the currently assigned Azteca Systems support representative.

Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within four (4) hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems, Licensee will submit support requests during normal business hours as outlined in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

3. CHARGES/FEES

3.1. License, Maintenance, and Support Services herein are included in the payment of annual fees as set forth in Addendum #1 and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1 and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum #1 subsequent to year three (3) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor. Azteca Systems will notify Licensee of the new pricing no later than sixty (60) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration**. Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance**. Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

4. MANAGED CLOUD AND ONLINE SERVICES

4.1. **Prohibited Uses**. Licensee shall not provide Customer Content or otherwise access or use Cloud Services in a manner that:

a. Creates or transmits spam, spoofings, phishing emails, or offensive or defamatory material; or stalks or makes threats of physical harm;

b. Stores or transmits any Malicious Code;

c. Violates any law or regulation;

d. Infringes or misappropriates the rights of any third party;

e. Probes, scans, or tests the vulnerability of Cloud Services or breaches any security or authentication measures used by Cloud Services without written approval from Azteca Systems product security officer; or

f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

4.2. **Service Interruption**. System failures or other events beyond Azteca's reasonable control may interrupt Customer's access to Cloud Services. Azteca Systems may not be able to provide advance notice of such interruptions.

4.3. **Licensee Content**.

a. Licensee grants Azteca Systems and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Licensee Content as needed to provide Cloud Services to Licensee. Azteca Systems will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Azteca Systems under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.

b. If Customer accesses Cloud Services with an application provided by a third party, Azteca Systems may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.

c. Azteca Systems may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Azteca Systems will reasonably attempt to limit the scope of disclosure.

d. When Customer's use of Cloud Services ends, Azteca Systems will either:

   1. Make Customer Content available to Customer for download for a period of thirty (30) days unless Customer requests a shorter window of availability or Azteca Systems is legally prohibited from doing so; or

   2. Download all Customer Content in Azteca Systems' possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Azteca Systems will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

4.4. **Removal of Customer Content**. Azteca Systems may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Azteca Systems will notify Customer before removing Customer Content. Azteca Systems will respond to any Digital Millennium Copyright Act takedown notices in accordance with Azteca Systems copyright policy, available at www.cityworks.com/legal.

4.5. **Service Suspension**. Azteca Systems may suspend access to Cloud or Online Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach, (ii) if Azteca Systems reasonably believes that Customer's use of Cloud Services will subject Azteca Systems to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services, (iii) for scheduled maintenance, (iv) to enjoin a threat or attack on Cloud Services, or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Azteca Systems will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Azteca Systems is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

4.6. **Notice to Azteca Systems**. Licensee will promptly notify Azteca Systems if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

4.7. **Security Breach Notification**. Azteca Systems will promptly notify Customer if Azteca Systems becomes aware of any actual unauthorized disclosure, access, or use of Customer Data ("Security Breach"). The notification will be sent using the contact information on file with Azteca Systems at the time of the Security Breach and will include information related to the cause of the Security Breach (if known) and steps Azteca Systems has or will take to mitigate the risk of a similar Security Breach from occurring in the future. To the extent that the Security Breach was caused by any act or omission of Azteca Systems, Azteca Systems agrees to reasonably cooperate with Customer in investigating the Security Breach and provide information and documents reasonably requested by Customer to the extent such information and documents can aid Customer in investigating the Security Breach. If the Security Breach was not caused by an act or omission of Azteca Systems, Customer may request reasonable assistance from Azteca Systems subject to the availability of Azteca Systems' resources and at Azteca Systems' standard hourly rates

5. MISCELLANEOUS

5.1. **Data Confidentiality Statement**. Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing the Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements, and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

5.2. **No Implied Waivers**. No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

5.3. Azteca Systems will use commercially reasonable efforts to ensure that Azteca Systems Products and Offerings will not transmit any Malicious Code to Licensee. Azteca Systems is not responsible for Malicious Code that Licensee introduces to Azteca Systems Products or Offerings or that is introduced through Third-Party Content. Malicious Code means software viruses; worms, time bombs, Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

ADDENDUM #3

THIRD-PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Licensee engages any third party or contractor (Third Party) and desires to grant access to use the Licensed Software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by Third Party is solely for Licensee's benefit;

2. Third Party (or, if applicable, its employee) shall be considered the Authorized User for purposes of the applicable license type, and all use shall be in accordance with the terms and conditions of the Cityworks Software License and Maintenance Agreement with Licensee;

3. Before accessing the Licensed Products, Third Party agrees that (i) the software shall be used solely in accordance with the terms of this Agreement, and (ii) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;

4. Licensee hereby agrees and acknowledges that Licensee will be responsible for all use by Third Party with respect to the use of the Licensed Products;

5. Upon expiration or termination of this Agreement, the rights of usage of Third Party shall immediately terminated;

6. Use of the Products by Third Party will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by Third Party; and

7. Licensee will ensure that Third-Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee.

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third Party, by their signature below, acknowledges that it has a copy of the License Agreement and agrees to the terms herein. Licensee shall provide a signed copy of this Addendum to Azteca Systems at contracts@cityworks.com.

Third Party (Print):_____ **Licensee:** City of Redlands, California

By: _____
Third Party/Contractor Authorized Signature

Title: _____

Date: _____

Third Party Information

Address City, State, Zip	
Contact Name	
Phone Number	
Email	

Azteca Systems, LLC - Cityworks
11075 S State St, Suite 24 | Sandy, UT 84070
801-523-2751 | Fax # 801-523-3734

Quote Number	Q-27061-1
Created Date	4/7/2022
Expiration Date	6/20/2022

Contact Information

Contact Name:		Prepared By Name:	Punarvasu Pillalamarri
Customer:	Redlands (CA), City of	Prepared By Phone:	(801) 523-2751
Contact Address:	35 Cajon Street Redlands, CA 92373		

Quote Lines

Product Name	Quantity/ Population	Net Unit Price
ELA - Server AMS/PLL STANDARD	1.00	USD 46,994.00
	TOTAL:	USD 46,994.00

Notes

Year 1 Dollar Value	USD 46,994.00	Year 1 Date Range	05/05/2022 - 05/04/2023
Year 2 Dollar Value	USD 49,343.70	Year 2 Date Range	05/05/2023 - 05/04/2024*
Year 3 Dollar Value	USD 51,810.89	Year 3 Date Range	05/05/2024 - 05/04/2025*

Notes:

Server AMS Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:
Storeroom
Equipment Checkout
Contracts
Cityworks for Excel
Cityworks Analytics for AMS
eURL (Enterprise URL)
Workload
Web Hooks
Citizen Engagement API
Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Server PLL Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:
eURL (Enterprise URL)
Public Access for PLL
Cityworks Analytics for PLL

Workload
Web Hooks
Use of Cityworks PLL Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee herein is based on 50,001 - 100,000 population range

*Years 2 and 3 reflect 5% per year increase.

Terms and Conditions

Payment Terms
Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For “on-prem” installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure
(hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a “public access” or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing
All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed “Cityworks Software License and Maintenance Agreement” ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes
Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers
These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

_____
Accepted by:

_____
Title

_____/_____/_____
Date

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/8/22

TO: Purchasing Division

FROM: Tom Resh, Management Services

Purchase Requisition # _____

Estimated Total Cost: $ 148,148.59

Proposed Vendor: Azteca Systems, LLC

Request Term: 5/5/2022 - 5/4/2025

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: N/A

Manufacturer/Model Number: N/A

Age: N/A

Current Estimated Value: N/A

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

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

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

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

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

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

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

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

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

Cityworks is the permitting/work order software used by the city. It has been used since 2008. Azteca Systems, LLC is the only company that maintains and upgrades Cityworks. If we were to switch to a different system there would be significant implementation costs and additional costs to retrain staff.

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

☐ Yes ■ No

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

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

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

We would put out an RFP for software that could perform the same functions as Cityworks. Procure the new system. Implement the system for our city and train staff on how to use the new system. This would take six months to a year to accomplish. We would still have to use Cityworks until the new system is ready to go.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Tom Resh Digitally signed by Tom Resh
Date: 2022.04.08 09:31:09 -07'00'

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

"A City That Works"

City Council Meeting **H. 8.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8345 adopting the Fiscal Year 22/23 through Fiscal Year 26/27 Five Year Measure I Capital Improvement Plan, and determine the project is exempt under Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council determine that adoption of Resolution No. 8345 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve Resolution No. 8345.

RECOMMENDATION:

Staff recommends that City Council determine that adoption of Resolution No. 8345 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, and adopt Resolution No. 8345.

DISCUSSION:

In November 1989, San Bernardino County voters approved passage of Measure I, which imposes a one-half of one percent retail transactions and use tax. At the time of approval, the Measure I tax was scheduled to be in place through 2010. San Bernardino County voters approved renewal of the Measure I tax in November 2004 for a period of thirty (30) additional years through 2040.

Measure I requires each local jurisdiction receiving Measure I revenues to adopt an annual Five-Year Capital Improvement Plan (CIP) listing the projects that will be funded or partially funded through Measure I. Streets identified for improvement in the Five-Year CIP are determined through the City's Pavement Management Program (PMP), which was adopted by City Council in April 2020. Following the recommendations of the PMP, street segments are programmed into the City's annual street resurfacing project.

Each year, street improvement priorities are subject to change for unanticipated reasons such as subsurface utility failures, weather-related issues such as earthquakes or flooding, cost, and new technologies. When priorities change, an updated Five-Year CIP must be submitted to the San Bernardino County Transportation Authority (SBCTA) in order to meet Measure I reporting requirements. Jurisdictions are not bound by the Five-Year CIP, and the plan may be revised at any time, as long as the revisions are reported by June 30.

Adoption of Resolution No. 8345 is exempt from environmental review in accordance with Section 15061(b)(3) of the California Environmental Quality Act, as it can be seen with certainty that approval of this Resolution has no potential to cause a significant impact on the environment.

ALTERNATIVES:

City Council may deny approval of Resolution No. 8345, although doing so prevents the City from receiving its share of Measure I funding.

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, Engineering Manager

PREPARED BY:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Discussion:

The estimated Measure I revenue throughout the Five-Year CIP horizon is $9,223,119. Generally, Measure I revenues received by the City average approximately $1.8 million annually.

Attachments

Resolution No. 8345

RESOLUTION NO. 8345

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING THE MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2022/2023 THROUGH 2026/2027

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority ("SBCTA") to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the county of San Bernardino; and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-1 of the SBCTA; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from the Local Street Program of the SBCTA to annually adopt and update a Five-Year Capital Improvement Plan; and

WHEREAS, California Public Utilities Code 190300 and SBCTA's Ordinance No. 04-1 require each local jurisdiction to maintain General Fund expenditures for transportation-related construction and maintenance activities at the required maintenance of effort base year level in each fiscal year of the adopted Five-Year Capital Improvement Plan, which for the City of Redlands is eight hundred forty-five thousand eight hundred sixty-six dollars ($845,866).

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 review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3) as it can be seen with certainty by this City Council that the approval of this Resolution establishing a Five-Year Capital Improvement Plan will have no physical effect on the environment.

Section 2. That the Measure I Five-Year Capital Improvement Plan, attached to this Resolution as Exhibit "A," is hereby adopted.

ADOPTED, SIGNED AND APPROVED this 21st day of June, 2022.

ATTEST: Paul T. Barich, Mayor

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 21st day of June, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT PLAN

CITY OF REDLANDS

MEASURE I CAPITAL IMPROVEMENT PLAN

EXPENDITURE STRATEGY
Fiscal Year 2022/2023 to 2026/2027

The City of Redlands intends to use Measure I dollars to partially fund the City's City Council-approved Pavement Management Program (PMP). The City's Pavement Management Program, which provides a decision making matrix in identifying streets that are priority paving projects, will be used to determine future Measure I Capital Improvement Plans.

Measure I Local Pass-through Program
REVISED REVENUE ESTIMATES FOR FY2021/2022 thru FY2026/2027
Valley Subarea

VALLEY SUBAREA	Population Distribution Percentage	Estimated Annual Local Pass-Through Amount						Total FY22/23 through FY26/27
		REV FY21/22	FY22/23	F23/24	FY24/25	FY25/26	FY26/27	
Chino	5.59%	$ 2,232,260	$ 2,262,498	$ 2,277,114	$ 2,277,174	$ 2,296,322	$ 2,317,473	$ 11,430,580
Chino Hills	5.24%	$ 2,092,453	$ 2,120,797	$ 2,134,497	$ 2,134,554	$ 2,152,502	$ 2,172,329	$ 10,714,678
Colton	3.44%	$ 1,371,950	$ 1,390,534	$ 1,399,517	$ 1,399,554	$ 1,411,322	$ 1,424,322	$ 7,025,249
Fontana	13.57%	$ 5,415,706	$ 5,489,066	$ 5,524,526	$ 5,524,673	$ 5,571,127	$ 5,622,442	$ 27,731,835
Grand Terrace	0.79%	$ 313,864	$ 318,116	$ 320,171	$ 320,179	$ 322,871	$ 325,845	$ 1,607,182
Highland	3.49%	$ 1,393,770	$ 1,412,650	$ 1,421,776	$ 1,421,814	$ 1,433,769	$ 1,446,975	$ 7,136,984
Loma Linda	1.58%	$ 630,184	$ 638,720	$ 642,846	$ 642,863	$ 648,269	$ 654,240	$ 3,226,938
Montclair	2.51%	$ 1,002,370	$ 1,015,948	$ 1,022,511	$ 1,022,539	$ 1,031,137	$ 1,040,634	$ 5,132,769
Ontario	11.54%	$ 4,607,188	$ 4,669,596	$ 4,699,762	$ 4,699,887	$ 4,739,406	$ 4,783,060	$ 23,591,710
Rancho Cucamonga	11.10%	$ 4,433,207	$ 4,493,258	$ 4,522,285	$ 4,522,405	$ 4,560,432	$ 4,602,438	$ 22,700,818
Redlands	4.51%	$ 1,801,168	$ 1,825,567	$ 1,837,360	$ 1,837,409	$ 1,852,859	$ 1,869,925	$ 9,223,119
Rialto	6.50%	$ 2,596,346	$ 2,631,516	$ 2,648,516	$ 2,648,586	$ 2,670,857	$ 2,695,458	$ 13,294,933
San Bernardino	13.71%	$ 5,475,117	$ 5,549,282	$ 5,585,131	$ 5,585,280	$ 5,632,243	$ 5,684,121	$ 28,036,057
Upland	4.98%	$ 1,987,452	$ 2,014,373	$ 2,027,386	$ 2,027,440	$ 2,044,488	$ 2,063,319	$ 10,177,007
Yucaipa	3.53%	$ 1,408,300	$ 1,427,377	$ 1,436,598	$ 1,436,636	$ 1,448,716	$ 1,462,060	$ 7,211,387
County/Valley	7.92%	$ 3,161,474	$ 3,204,298	$ 3,224,999	$ 3,225,084	$ 3,252,202	$ 3,282,158	$ 16,188,742
Total Valley Region	**100.00%**	**$ 39,922,810**	**$ 40,463,595**	**$ 40,724,997**	**$ 40,726,078**	**$ 41,068,521**	**$ 41,446,799**	**$ 204,429,989**

Resolution Number:	8345
Resolution Approval Date:	21-Jun-22
Contact Person/Title:	Gerard Nepomuceno/Civil Engineer
Phone:	(909) 798-7584 x4
Email:	gnepomuceno@cityofredlands.org

Measure I Local Pass-through Program

FIVE YEAR CAPITAL IMPROVEMENT PLAN

Fiscal Years 2022/2023 thru 2026/2027

Jurisdiction:

Redlands

6/30/22 Carryover Balance **$894,406.00**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2022/23 Est. Revenue	FY2023/24 Est. Revenue	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	Total Est. Rev.
						$1,825,567	**$1,837,360**	**$1,837,409**	**$1,852,859**	**$1,869,925**	**$9,223,119**
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	**Total**
PMP 2022 Street Resurfacing Project	No	No	0.0%	100.0%	$2,719,973	$2,719,973	$0	$0	$0	$0	**$2,719,973**
PMP 2023 Street Resurfacing Project	No	No	0.0%	100.0%	$1,837,360	$0	$1,837,360	$0	$0	$0	**$1,837,360**
PMP 2024 Street Resurfacing Project	No	No	0.0%	100.0%	$1,837,409	$0	$0	$1,837,409	$0	$0	**$1,837,409**
PMP 2025 Street Resurfacing Project	No	No	0.0%	100.0%	$1,852,859	$0	$0	$0	$1,852,859	$0	**$1,852,859**
PMP 2026 Street Resurfacing Project	No	No	0.0%	100.0%	$1,869,925	$0	$0	$0	$0	$1,869,925	**$1,869,925**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0

"A City That Works"

City Council Meeting **H. 9.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize Mayor Barich to sign a letter of support for the San Bernardino County Regional Parks Department Santa Ana River Trail Expansion Project Active Transportation Program funding application (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move City Council approval for Mayor Barich to sign a letter of support for the San Bernardino County Regional Parks Department Santa Ana River Trail Expansion Project Active Transportation funding application.

RECOMMENDATION:

Staff recommends City Council approval for Mayor Barich to sign a letter of support for the San Bernardino County Regional Parks Department Santa Ana River Trail Expansion Project Active Transportation Program funding application.

DISCUSSION:

The San Bernardino County Regional Parks Department (SBCRPD) is submitting an application for project funding through the CalTrans Active Transportation Program to expand the Santa Ana River Trail (SART). The funding will enable SBCRPD to construct Phase IV of the 7.5 mile SART along the former Santa Fe rail bed through Redlands. The project will also provide a connection to the Orange Blossom Trail, which expands outdoor recreation opportunities for Redlands' citizens and visitors.

ALTERNATIVES:

City Council may deny the staff recommendation.

STRATEGIC PLAN:

Strategic Plan Priority A, Strategic Objective 4 - Enhance recreational program opportunities

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

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

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

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

Fiscal Impact

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

Attachments

Letter of Support-San Bernardino County Regional Parks Department

---

PAUL T. BARICH
Mayor

City of
REDLANDS
Incorporated 1888
35 Cajon Street, Redlands, CA 92373
909-798-7533
pbarich@cityofredlands.org

EDDIE TEJEDA
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MICK GALLAGHER
Council Member

June 22, 2022

Caltrans Division of Local Assistance
Attn: Office of State Programs
1120 N Street, MS 1
Sacramento, CA 95814

To Whom It May Concern:

On behalf of the City of Redlands, this letter is provided in support of the San Bernardino County Regional Parks Department Santa Ana River Trail Expansion Project for Caltrans Active Transportation Program Funds. We fully support the Regional Parks Department's efforts to expand the Santa Ana River Trail that will provide additional active transportation opportunities for those living and visiting the region.

With the Phase IV 7.5 mile SART expansion project, our local Orange Blossom Trail will connect to the Santa Ana River Trail, creating greater access to miles of active transportation options for our residents and visitors. Located approximately 63 miles east of Los Angeles and 45 miles west of Palm Springs, the city of Redlands boasts a population of over 71,000 and has 24 public parks and 10 city-approved trails, one of which is the Orange Blossom Trail. This trail is a converted rail bed from the old Santa Fe route through Redlands. The City received grants to design and build the Class I 3.5 mile Bicycle Trail that connects west and east sides of Redlands, through the middle of town.

We hope you will join us in supporting the Santa Ana River Trail Active Transportation Project and strongly urge you to recommend the project for Caltrans Funding. The project will provide multiple benefits to our local community and residents across San Bernardino County

Sincerely,

Paul T. Barich
Mayor
City of Redlands

"A City That Works"

City Council Meeting **H. 10.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a sole source purchase of equipment and services from Metter-Toledo, LLC, for water and wastewater testing, in an amount not-to-exceed $52,879.35 (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 a sole source purchase of equipment and services from Metter-Toledo, LLC for water and wastewater testing in an amount not-to-exceed $52,879.35.

RECOMMENDATION:

Staff recommends City Council approval of a Sole Source purchase of equipment and services from Mettler-Toledo, LLC for water and wastewater testing in an amount not-to-exceed $52,879.35

DISCUSSION:

The Joint Utilities Laboratory protects public health by ensuring that potable water treatment and distribution, and wastewater collection and treatment systems meet all state and federal regulatory agency requirements. Each day, laboratory staff measure alkalinity concentration in water and wastewater samples with the Mettler-Toledo, LLC (Mettler-Toledo) T5 Titrator (T5 Titrator) testing equipment. The current T5 Titrator is obsolete, and replacement parts are no longer available. Without this equipment, this mandatory testing and analysis would have to be completed by a third-party laboratory at significant expense to the City, and would cause delays and operational impacts. The Mettler-Toledo T7 Titrator replaces the obsolete T5 Titrator, and is able to test and analyze sample conductivity, which is currently measured manually by

laboratory staff daily. The T7 Titrator is compatible with other equipment currently used by laboratory staff, and purchasing a titrator from another manufacturer would require the replacement of additional laboratory equipment.

The cost to replace this unit is included in the FY 21/22 Wastewater Service Fund Budget. Staff recommends replacing the obsolete T5 Titrator unit with a new T7 Titrator purchased directly from Mettler-Toledo. The purchase price of $52,879.35 includes associated equipment, installation, and training.

ALTERNATIVES:

City Council may deny staff's recommendation.

STRATEGIC PLAN:

N/A

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

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

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

PREPARED BY:
Jungjoon Park, Laboratory Manager

Fiscal Impact

Fiscal Year:	FY 21/22
Appropriation Required Y/N:	N
Budgeted Y/N:	Yes
Account No.:	521900
Discussion:	

There is no fiscal impact associated with this action. Sufficient funding for this purchase is included in the Fiscal Year 21/22 Wastewater Service (521900) Budget.

Attachments

Complete Sole Source Packet

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: Mettler-Toledo, T7 Titrator sets with conductivity board.
Account #: 521900-7208
Vendor: Mettler-Toledo LLC
Amount: $52,879.35

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Christian Dueñez Date: 5/12/2022

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
Director

TO: Charles M. Duggan Jr., City Manager

THROUGH: John R. Harris, Director of Municipal Utilities and Engineering JRH
Kevin Watson, Utilities Operations Manager KW

FROM: Jungjoon Park, Laboratory Manager JJP

DATE: May 11th, 2022

SUBJECT: Sole/single Source purchase of T7 Titrator Excellence with conductivity board, InMotion Flex Autosampler and associated services from Mettler-Toledo, LLC.

The Joint Utilities Laboratory requests to purchase T7 Titrator Excellence with conductivity board, InMotion Flex Autosampler, and associated services from Mettler-Toledo as the sole source vendor.

The current T5 Titrator that the Laboratory utilizes is outdated, and replacement parts are obsolete. The Laboratory must perform annual preventive maintenance (PM) service on equipment used for all analyses to maintain Laboratory Certification. Since our current equipment is obsolete, the City must acknowledge an Obsolete Service Authorization Form for a technician to perform the PM Service on the Titrator. This means that the City won't hold Mettler-Toledo accountable when the unit is no longer repairable due to repair parts that may no longer be available.

It is critical to have this equipment online for Water and Wastewater Operations to comply with State regulations. In addition, this analysis provides essential parameters to optimize processes at the treatment plants.

Attachments: Obsolete Service Authorization Form, Replacement Quote, and Sole/Single Source letter

The purchase cost is included in MUED-Wastewater Service, 521900-7208 for FY 2021-22.

Sole Source/ Single Source/ Standardization Form

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

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

Date: 5/9/22

TO: Purchasing Division

FROM: 521900-7208

Purchase Requisition # Mettler-Toledo LLC

Estimated Total Cost: $ $52,879.35

Proposed Vendor: Mettler-Toledo LLC

Request Term: N/A

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

   Mettler-Toledo, T7 Titrator sets with conductivity board.

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

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

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Jungjoon "JP" Park — 05-09-22
Prepared by — Date
KW 5/12/22

[signature] — 5/16/2022
Department Director — Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

Rev 1.31.19

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 322220568

Redlands Municipal Water Dist
MUED
Jungjoon Park
1950 Nevada St
Redlands, CA 92374

Send your PO to
MTOrderUS@mt.com

Sales Representative
Ms. Olivia Bushong
Phone +1 (614) 438 4511
E-Mail olivia.bushong@mt.com

Dear Jungjoon Park,

Thank you for choosing METTLER TOLEDO. As a world-leading manufacturer of high precision products, our goal is to make measurement as simple as possible. In addition, METTLER TOLEDO provides a wide range of products designed to help users save time and money, as well as improve accuracy and reliability.

METTLER TOLEDO seeks to provide you, our valued customer, with an optimal solution to your application, process and business demands. From the onset of your immediate or long-term project needs, we are available as a resource to help specify and select quality measurement systems and software products appropriate to your application. For METTLER TOLEDO, our solutions represent a valuable combination of performance, accuracy and precision. In addition, our field service organization is comprised of factory-certified technicians who are trained to meet high quality standards. You can also log on to www.mt.com for up-to-date application and operation details.

We are pleased to send you our quote and are certain this solution will meet your needs and expectations. Please do not hesitate to contact us with any further questions.

Thank you for your business.

Olivia Bushong
Telesales Specialist

METTLER TOLEDO

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Columbus, OH 43240-4035
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(800) 638-8537

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Quotation 322220568

Sold-To / 300428875
Redlands Municipal Water Dist
1950 Nevada St
Redlands, CA 92374

Ship-To / 300428875
Redlands Municipal Water Dist
1950 Nevada St
Redlands, CA 92374

Customer Contact
Name Jungjoon Park
Phone +1 (909) 964 6499
E-Mail jpark@cityofredlands.org

Bill-To / 300428875
Redlands Municipal Water Dist
1950 Nevada St
Redlands, CA 92374

Item	Description	Product ID	Qty	Unit	Price Per Unit	Discount	Total USD
10	Titrator Excellence T7	30252675	1	EA	24,950.00	(20.00%)	19,960.00

The T7 expands modularity for Excellence line titrators, from 1 to 4 total burettes plus an extra sensor board to grow with advanced needs including KF. Supports InMotion automation + future upgradeability to full T9 functionality.

Approx. lead time excluding transport: same day, shipping from: Worthington (Ohio, US)

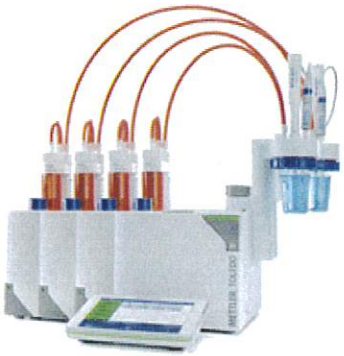
Commodity Code: 9027898030

Country of Origin: CH

Additional Burette Drives (Optional) : 3 max.
LabX Software : Express and server (not included)
Automation Option(s) : InMotion;Rondolino;InMotion KF Oven
Method Functions per Method : 60 max.
Optional Extra Sensor Boards : 1 max.
Application Type : Potentiometric;Karl Fischer (Coulometric);Karl Fischer (Volumetric)

Versatile titrator for all applications
Expanded Modularity and Upgradeability
The T7 widens options for additional burettes and sensor boards. When future needs are uncertain, the T7 allows full upgradeability to a T9 titrator.
Fully Flexible Automation
Compatible with powerful InMotion automation. Sample changing, complex titrations, cleaning steps and more run automatically, saving operator's time.
Solid Compliance
In regulated environments, LabX software provides full support for your compliance needs to 21 CFR Part 11 and EU Annex 11.

For more Details:
www.mt.com/Titration-Excellence



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Item	Description	Product ID	Qty	Unit	Price Per Unit	Discount	Total USD
20	Autosampler InMotion Flex 100mL	30094120	1	EA	20,930.00		20,930.00

Approx. lead time excluding transport: same day, shipping from: Worthington (Ohio, US)
Commodity Code: 8479899599
Country of Origin: CH

Number of Samples - 100 mL : 18
Type : Automation
Sample Size : 100 ml beaker

Flexible and Efficient
Maximum Productivity, Minimal Space
Maximize productivity in minimal space with the innovated robotic arm, option boards, and stackable magnetic pumps.
Flexible Workflow
Match your workflows with advanced reagent control and cleaning sequences. Stay connected at a glance with the LED status lights on the tower.
Modular and Tailored
Build your InMotion around your samples with lid handling, barcode reader, SmartSampleTM weighing, and water bath temperature control.

For more Details:
www.mt.com/InMotion

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Quotation 322220568

Item	Description	Product ID	Qty	Unit	Price Per Unit	Discount	Total USD
40	Conductivity board	51109840	1	EA	2,735.00		2,735.00

Tx Conductivity board

Approx. lead time excluding transport: 12 working days, shipping from: Worthington (Ohio, US)

Commodity Code: 9027904500

Country of Origin: CH

Input Range (pH/mV) : 2,000 mV

Conductivity Range (mS/cm) (2) : 0 ; 1,000

Unique Integration of Conductivity
No Separate Conductivity Meter Needed
Allows both pH and conductivity measurements (or titrations) in one instrument with easy result integration into the final reports.
Unlimited Conductometric Titrations
The autorange feature allows conductometric titrations over a wide range of ionic strengths.
Thermometric Acid Number Titrations
Combined with the Thermotrode sensor, supports fast and straightforward thermometric acid number titration of a wide range of petrochemical products.

For more Details:
www.mt.com/titration_acessories

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Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537
www.mt.com

Quotation 322220568

Item	Description	Product ID	Qty	Unit	Price Per Unit	Discount	Total USD
50	pH Sensor DG111-SC DG111-SC Approx. lead time excluding transport: same day, shipping from: Worthington (Ohio, US) Commodity Code: 9027908400 Country of Origin: CH Reference System : Ag/AgCl pH measuring range : 0 ; 14 Temperature Range : 32 °F ; 176 °F (0 °C ; 80 °C) **Multi-Purpose Acid-Base Titration Sensor** **Application Power** The DG111-SC is a combination glass pH sensor with ceramic frit and moveable sleeve holder for general aqueous acid/base titration applications. For more Details: www.mt.com/titration-sensors	89596	1	EA	440.00		440.00
60	Tapered Cone Dp550/660 Sleeve adapter Approx. lead time excluding transport: same day, shipping from: Worthington (Ohio, US) Commodity Code: 9027908400 Country of Origin: CH Sleeve adapter DH100 + DP5 PhototrodeSleeve adapter for DH100 and DP5 Phototrode For more Details: www.mt.com/titration	22986	1	EA	78.80		78.80

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(800) 638-8537

www.mt.com

Quotation 322220568

Item	Description	Product ID	Qty	Unit	Price Per Unit	Discount	Total USD
70	Cond probe InLab 731	51344020	1	EA	545.00		545.00

A 4 graphite poles conductivity cell with integrated temperature probe. Designed for general applications like standard and high conductivity samples.

Approx. lead time excluding transport: same day, shipping from: Worthington (Ohio, US)

Commodity Code: 9027905695

Country of Origin: US

Measuring range : 0.01 – 1000 mS/cm
Connector : Mini-DIN
Cell Constant : 0.57 cm-1

Temperature Range : 0 °C ; 100 °C
Cell type : 4 graphite poles
Shaft Material : Epoxy

Origin of Precision
Wide measuring range
The 4-pole cell eliminates polarization effects and guarantees a great linearity over a huge conductivity range.
Always the right temperature
The integrated temperature probe guarantees you always measure with the right temperature compensation.
The right sensor for every application
METTLER TOLEDO offers pH and other sensors for all kinds of applications. Find the best suited sensor for your application here: www.electrodes.net.

For more Details:
www.mt.com/InLab

90	Tax Estimate	30097623	1	EA	4,422.87		4,422.87
		Order Handling Charge					29.00
		Product Sub-Total					**49,140.67**

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Services

Item	Service Description	Qty	Unit	Price Per Unit	Price	Total USD
80	Train Operation EA				3,002.00	3,002.00
	Products being serviced					
	Autosampler InMotion Flex 100mL	1	EA	941.00		
	Titrator Excellence T7	1	EA	2,061.00		
	Service Sub-Total					**3,002.00**
	Freight Charges					736.68
	Total excl. tax					**52,879.35**

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Quotation 322220568

Terms and Conditions

Payment Terms	Due 30 Days from Invoice Date
Incoterms 2020	FCA MT Columbus/Worthington
Quotation Valid Until	06/03/2022
Ordering Costs	Shipping charges are not included.
Prices and Taxes	State and local taxes are not included.
General Conditions	This order is exclusively subject to METTLER TOLEDO's standard terms and conditions of sales and service found at www.mt.com/terms which are incorporated herein. METTLER TOLEDO expressly rejects any additional, conflicting or different terms and conditions. MT may require a down payment that is due at order placement and any other payments are due net 30 calendar days from the date of invoice. Prices may be adjusted at the time of performance to include any necessary surcharge(s). Mettler-Toledo specifically rejects any provision mandating health measures or safety protocols related to COVID-19, including vaccination, on Mettler-Toledo personnel or Mettler-Toledo operations that Mettler-Toledo has not expressly agreed to in writing, with the exception of on-site requirements. This order is exclusively subject to METTLER TOLEDO's standard terms and conditions of sales and service found at www.mt.com/terms which are incorporated herein. METTLER TOLEDO expressly rejects any additional, conflicting or different terms and conditions. Return Policy: This order is expressly subject to the METTLER TOLEDO Return Policy, which can be accessed at www.mt.com/legal and is incorporated herein by reference.

METTLER TOLEDO

Mettler-Toledo, LLC

Address | 1900 Polaris Parkway, Columbus, OH 43240-4035
Phone | (800) METTLER
(800) 638-8537
Fax | (614) 438-4900

www.mt.com

Mr. Jungjoon Park
Redlands Municipal Water Dist
1950 Nevada St.
Redlands, CA

RE: METTLER TOLEDO Excellence T7 Titrator

Dear Mr. Park:

Thank you for choosing METTLER TOLEDO to provide an optimal solution for your application. METTLER TOLEDO is the sole manufacturer of the Titration Excellence T7 automatic titrator, which is the most modular and powerful solution in our portfolio. The T7 is the only model currently in production that supports the following features:

- All accessories and options within our titration portfolio are compatible with the T7.
- Up to 10 tasks can be assigned an analysis area, up to 7 can be run in parallel
- The Series Sequence function allows individual sample series with different methods to be combined. For example, all the analyses of a particular day can be started together and processed sequentially irrespective of the method used to perform them
- Ability to support up to four burette drives (one internal and 3 external) to dose and titrate
- Up to three sample loops can be supported in each method
- The T7 supports up to six sample loops in each method and is capable of utilizing up to 60 method functions per method

Please do not hesitate to contact your local sales representative to request additional information and schedule an on-site demonstration.

Best Regards,

Luke Soposki
AnaChem Marketing Specialist

METTLER TOLEDO

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mettler-Toledo International, Inc

2 Business name/disregarded entity name, if different from above
Mettler-Toledo, LLC

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

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

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

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any) D
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1900 Polaris Parkway

Requester's name and address (optional)

6 City, state, and ZIP code
Columbus OH 43240

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
13 - 3668641

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** Cornelia S Acebedo **Date ▶** 1/8/2021

General Instructions

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

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

Purpose of Form

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 325 John H. McConnell Boulevard, Suite 350 Columbus, OH 43215 Attn: columbus.certrequest@marsh.com, fax 212-948-0798	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** Columbus.CertRequest@marsh.com
INSURED Mettler-Toledo International Inc. and All of its Divisions and Subsidiaries 1900 Polaris Parkway Columbus, OH 43240	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** XL Insurance America, Inc. — 24554 **INSURER B :** Arch Insurance Company — 11150 **INSURER C :** Arch Indemnity Insurance Company — 30830 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-006880856-01 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			US00005896LI21A	07/01/2021	07/01/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liability						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
B	AUTOMOBILE LIABILITY			41CAB1004004 (AOS)	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
B	X ANY AUTO			41CAB1004104 (MA)	07/01/2021	07/01/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			SIR: $400,000			BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			41WCI1004404 (AOS)	07/01/2021	07/01/2022	X PER STATUTE / OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		44WCI1004504	07/01/2021	07/01/2022	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			CA,DC,IL,IN,KY,MD,MN,MO,NC,NY			E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
				OR,PA,TX - SIR: $400,000			E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 1950 Nevada St. Redlands, CA 92374.

Redlands Municipal Water Dist is/are included as additional insured (except workers compensation) where required by written contract and allowed by law.

CERTIFICATE HOLDER

Redlands Municipal Water Dist
1950 Nevada St
Redlands, CA 92374

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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"A City That Works"

City Council Meeting **H. 11.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Construction Contract with Urban Habitat in an amount not-to-exceed $193,855.50 for the Brookside Avenue Median Island Landscape Rehabilitation Project, approve an additional appropriation in the amount of $200,000; and determine that the project is exempt from environmental review pursuant to Section 15304 (b) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council determine that approval of the Construction Contract with Urban Habitat and construction of the Brookside Avenue Median Island Landscape Rehabilitation Project are categorically exempt from environmental review pursuant to Section 15304 (b) of the State's guidelines implementing the California Environmental Quality Act;

2. I move that the City Council approve an additional appropriation in the amount of $200,000; and

3. I move that City Council approve the Brookside Avenue Median Island Landscape Rehabilitation Project plans and specifications, and approve a Construction Contract with Urban Habitat for an amount not-to-exceed $193,855.50.

RECOMMENDATION:

Staff recommends City Council determine that approval of a Construction Contract with Urban Habitat and construction of the Brookside Avenue Median Island Landscape Rehabilitation Project are exempt from environmental review pursuant to Section 15304 (b) of the State's guidelines implementing the

California Environmental Quality Act, and approve an additional appropriation in the amount of $200,000. Staff further recommends that City Council approve the Brookside Avenue Median Island Landscape Rehabilitation Project plans and specifications, and award a Construction Contract to Urban Habitat for an amount not-to-exceed $193,855.50.

DISCUSSION:

The Brookside Avenue Median Island Landscape Rehabilitation Project (Project) replaces existing turf with water efficient landscaping on nine (9) medians from Center Street to San Mateo Street, and includes decorative boulders, mow curb, cobbles, and drip irrigation systems for the existing trees. The Project ensures that City facilities are in compliance with water conservation standards. In May 2022, staff prepared plans and specifications and advertised the Project for construction. On May 23, 2022, the City Clerk's office received and opened the following five (5) bids:

BID OPENING SUMMARY REPORT	
Bidder	**Total Bid Amount**
1. Urban Habitat, La Quinta, CA	* $193,855.50
2. Southern California Landscape, Fontana, CA	* $280,753.00
3. Inland Empire Landscape, San Bernardino, CA	* $335,699.00
4. Marina Landscape, Inc., Orange, CA	$367,745.50
5. KASA Construction, Inc., Chino, CA	$429,958.75

*Summation error on total bid price. The total bid amount was corrected and highlighted in the Bid Analysis to identify the summation error. The ranking order was not affected by the summation error.

Bids were reviewed by staff and Urban Habitat was determined to be the lowest responsive and responsible bidder. Therefore, staff recommends awarding a contract to Urban Habitat in an amount not-to-exceed $193,855.50.

The Project is categorically exempt from environmental review pursuant to Section 15304 (b) of the State's guidelines implementing the California Environmental Quality Act as this project involves replacing existing landscaping water efficient landscaping.

ALTERNATIVES:

City Council may deny staff's recommendation.

STRATEGIC PLAN:

Not applicable.

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, Engineering Manager

PREPARED BY:
Veronica Medina, Assistant Engineer

Fiscal Impact

Fiscal Year:	FY 21/22
Appropriation Required Y/N:	Y
Amount:	$200,000
Budgeted Y/N:	N
Account No.:	501910

Discussion:

Staff is recommending an additional appropriation in the amount of $200,000, from the Water Fund's unrestricted cash/fund balance. The unassigned cash/fund balance in the Water Fund is projected to be $18.4 million at June 30, 2022.

Attachments

A. Urban Habitat Public Work Contract.PW-3.1
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. Project Plans
F. Specifications
G. Brookside Additional Appropriation

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 21st day of June, 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 Urban Habitat (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: Brookside Avenue Median Island Landscape Rehabilitation Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Brookside Avenue Median Island Landscape Rehabilitation Project, Project No. 501002 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of One Hundred Ninety-Three Thousand Eight Hundred Fifty-Five Dollars and Fifty Cents ($193,855.50) 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 Fifty (50) 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:_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
Brookside Avenue Median Island Landscape Rehabilitation Project
Project No. 501002

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 _____, 2022.

_____
(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 Urban Habitat (hereinafter designated as "Principal") have entered into an agreement dated June 21, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Brookside Avenue Median Island Landscape Rehabilitation Project, Project No. 501002 and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of one hundred ninety-three thousand eight hundred fifty-five dollars and fifty cents dollars ($193,855.50) 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 _____, 2022.

(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 Urban Habitat (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated June 21, 2022, and identified as Brookside Avenue Median Island Landscape Rehabilitation Project, Project No. 501002 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 one hundred ninety-three thousand eight hundred fifty-five dollars and fifty cents dollars ($193,855.50) 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 _____, 2022.

(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 **23rd day of May 2022 at 2:00 p.m.** on behalf of the Municipal Utilities Engineering Department for **BROOKSIDE AVENUE MEDIAN ISLAND LANDSCAPE REHABILITATION PROJECT, NO. 501002**. 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	Base Bid Amount	Base Bid + Additive Bid "A"	Base Bid + Additive Bid "A" + "B"
1	Urban Habitat, La Quinta, CA	Yes	Yes	$ 163,678.75	$ 14,275.00	$ 15,901.75
2	Southern California Landscape Fontana, CA	Yes	Yes	$ 237,040	$ 17,924.00	$ 25,789.00
3	Inland Empire Landscape San Bernardino, CA	Yes	Yes	$ 256,000.00	$ 292,500.00	$ 336,040.00
4	Marina Landscape, Inc., Orange, CA	Yes	Yes	$ 310,353.50	$ 334.750.50	$ 367,745.50
5	KASA Construction Inc., Chino, CA	Yes	Yes	$ 366,928.75	$ 393,078.75	$ 429,958.75

***Bidders are listed lowest to highest according to the amount listed in "Base Bid"**

Jeanne Donaldson, City Clerk

emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Goutam Dobey; Veronica Medina

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 501002 — BID DATE: 23-May-2022
Brookside Avenue Median Island Landscape Rehabilitation Project — EST. START DATE: 27-Jun-2022

Item No.	Bid Item	Quantity	Unit	Urban Habitat		Southern California Landscape, Inc.		Inland Empire Landscape, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$7,953.00	$7,953.00	$9,500.00	$9,500.00	$12,800.00	$12,800.00
2	Traffic & Pedestrian Control	1	LS	$11,600.00	$11,600.00	$15,000.00	$15,000.00	$23,500.00	$23,500.00
3	Install 6" Loose Granite Cobbles	6,910	SF	$1.15	$7,946.50	$3.00	$20,730.00	$7.43	$51,341.30
4	Install 6" Granite Cobbles – Mortar in Place	2,940	SF	$3.20	$9,408.00	$13.00	$38,220.00	$17.44	$51,273.60
5	Stabilized Decomposed Granite	22,425	SF	$1.95	$43,728.75	$2.80	$62,790.00	$3.14	$70,414.50
6	Construct 4000 psi PCC Mow Curb	2,330	LF	$19.75	$46,017.50	$25.00	$58,250.00	$10.73	$25,000.90
7	Install 3' Accent Granite Boulder	21	EA	$204.00	$4,284.00	$250.00	$5,250.00	$150.00	$3,150.00
8	Drip Irrigation Concentric Rings	99	EA	$37.00	$3,663.00	$200.00	$19,800.00	$150.00	$14,850.00
9	Valve Box with Four (4) Valves	2	EA	$585.00	$1,170.00	$2,500.00	$5,000.00	$500.00	$1,000.00
10	Demobilization	1	LS	$27,908.00	$27,908.00	$2,500.00	$2,500.00	$2,350.00	$2,350.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Base Bid				**$163,678.75**		**$237,040.00**		**$255,680.30**
Additive Bid "A"									
11	Install 6" Loose Granite Cobbles	860	SF	$5.60	$4,816.00	$3.00	$2,580.00	$13.40	$11,524.00
12	Install 6" Granite Cobbles – Mortar in Place	460	SF	$6.95	$3,197.00	$13.00	$5,980.00	$28.58	$13,146.80
13	Stabilized Decomposed Granite	1,130	SF	$2.00	$2,260.00	$2.80	$3,164.00	$7.63	$8,621.90
14	Construct 4000 psi PCC Mow Curb	180	LF	$19.00	$3,420.00	$25.00	$4,500.00	$11.11	$1,999.80
15	Install 3' Accent Granite Boulder	2	EA	$180.00	$360.00	$250.00	$500.00	$150.00	$300.00
16	Drip Irrigation Concentric Rings	6	EA	$37.00	$222.00	$200.00	$1,200.00	$150.00	$900.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Additive Bid "A"				**$14,275.00**		**$17,924.00**		**$36,492.50**
	Total Base Bid Plus Additive Bid "A"				**$177,953.75**		**$254,964.00**		**$292,172.80**
Additive Bid "B"									
17	Install 6" Loose Granite Cobbles	1,200	SF	$1.80	$2,160.00	$3.00	$3,600.00	$15.13	$18,156.00
18	Stabilized Decomposed Granite	3,005	SF	$1.85	$5,559.25	$2.80	$8,414.00	$6.21	$18,661.05
19	Construct 4000 psi PCC Mow Curb	355	LF	$18.50	$6,567.50	$25.00	$8,875.00	$10.73	$3,809.15
20	Install 3' Accent Granite Boulder	4	EA	$186.00	$744.00	$250.00	$1,000.00	$150.00	$600.00
21	Drip Irrigation System Concentric Rings	12	EA	$37.00	$444.00	$200.00	$2,400.00	$150.00	$1,800.00
22	Valve Box with Two (2) Valves	1	EA	$427.00	$427.00	$1,500.00	$1,500.00	$500.00	$500.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Additive Bid "A"				**$15,901.75**		**$25,789.00**		**$43,526.20**
	Total Base Bid Plus Additive Bid "A" Plus Additive Bid "B"				**$193,855.50**		**$280,753.00**		**$335,699.00**

License Status	Active	Active	Active
Sub's License Status	N/A	N/A	N/A
Bid Bond Company	GRAY CASUALTY & SURETY COMPANY (THE)	EVEREST REINSURANCE COMPANY	GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	N/A	N/A	N/A
DIR Status	Active	Active	Active
Error in Bid	Yes	Yes	Yes

Low Bidders #1, #2 and #3
Sheet 1 of 2

ATTACHMENT "C"

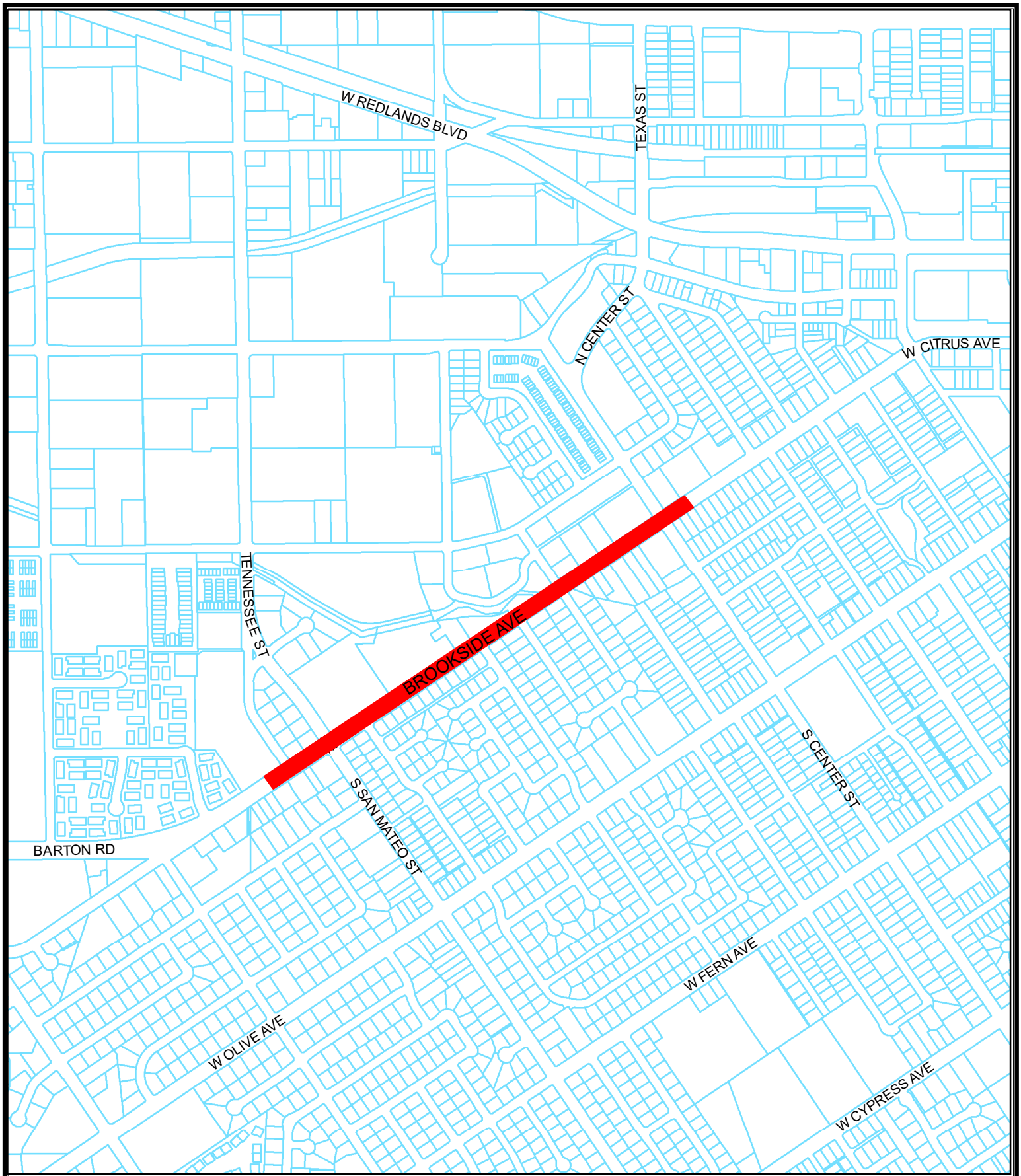
CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 501002 — BID DATE: 23-May-2022
Brookside Avenue Median Island Landscape Rehabilitation Project — EST. START DATE: 27-Jun-2022

Item No.	Bid Item	Quantity	Unit	Marina Landscape, Inc.		KASA Construction, Inc.	
				Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$11,600.00	$11,600.00	$18,000.00	$18,000.00
2	Traffic & Pedestrian Control	1	LS	$20,000.00	$20,000.00	$26,000.00	$26,000.00
3	Install 6" Loose Granite Cobbles	6,910	SF	$4.55	$31,440.50	$11.00	$76,010.00
4	Install 6" Granite Cobbles – Mortar in Place	2,940	SF	$16.50	$48,510.00	$16.00	$47,040.00
5	Stabilized Decomposed Granite	22,425	SF	$4.60	$103,155.00	$5.75	$128,943.75
6	Construct 4000 psi PCC Mow Curb	2,330	LF	$21.00	$48,930.00	$24.00	$55,920.00
7	Install 3' Accent Granite Boulder	21	EA	$78.00	$1,638.00	$100.00	$2,100.00
8	Drip Irrigation Concentric Rings	99	EA	$120.00	$11,880.00	$85.00	$8,415.00
9	Valve Box with Four (4) Valves	2	EA	$1,700.00	$3,400.00	$1,000.00	$2,000.00
10	Demobilization	1	LS	$1,000.00	$1,000.00	$2,500.00	$2,500.00
	Last Minute Additions/Deductions				$28,800.00		$0.00
	Total Base Bid				**$310,353.50**		**$366,928.75**
Additive Bid "A"							
11	Install 6" Loose Granite Cobbles	860	SF	$4.55	$3,913.00	$10.00	$8,600.00
12	Install 6" Granite Cobbles – Mortar in Place	460	SF	$16.50	$7,590.00	$13.00	$5,980.00
13	Stabilized Decomposed Granite	1,130	SF	$6.60	$7,458.00	$5.00	$5,650.00
14	Construct 4000 psi PCC Mow Curb	180	LF	$21.00	$3,780.00	$23.00	$4,140.00
15	Install 3' Accent Granite Boulder	2	EA	$78.00	$156.00	$110.00	$220.00
16	Drip Irrigation Concentric Rings	6	EA	$250.00	$1,500.00	$260.00	$1,560.00
	Last Minute Additions/Deductions				$0.00		$0.00
	Total Additive Bid "A"				**$24,397.00**		**$26,150.00**
	Total Base Bid Plus Additive Bid "A"				**$334,750.50**		**$393,078.75**
Additive Bid "B"							
17	Install 6" Loose Granite Cobbles	1,200	SF	$4.55	$5,460.00	$8.75	$10,500.00
18	Stabilized Decomposed Granite	3,005	SF	$5.60	$16,828.00	$5.00	$15,025.00
19	Construct 4000 psi PCC Mow Curb	355	LF	$21.00	$7,455.00	$23.00	$8,165.00
20	Install 3' Accent Granite Boulder	4	EA	$78.00	$312.00	$110.00	$440.00
21	Drip Irrigation System Concentric Rings	12	EA	$145.00	$1,740.00	$150.00	$1,800.00
22	Valve Box with Two (2) Valves	1	EA	$1,200.00	$1,200.00	$950.00	$950.00
	Last Minute Additions/Deductions				$0.00		$0.00
	Total Additive Bid "A"				**$32,995.00**		**$36,880.00**
	Total Base Bid Plus Additive Bid "A" Plus Additive Bid "B"				**$367,745.50**		**$429,958.75**

License Status	Active	Active
Sub's License Status	N/A	N/A
Bid Bond Company	BERKLEY INSURANCE COMPANY	LIBERTY MUTUAL INSURANCE COMPANY
Submitted Entire Bid Package	Yes	Yes
Submitted Sub's Qualification Statement	N/A	N/A
DIR Status	Active	Active
Error in Bid	No	No

Low Bidders #4 and #5
Sheet 2 of 2



BROOKSIDE AVENUE MEDIAN LANSCAPE REHABILITATION PROJECT

City of REDLANDS "A City That Works"

Legend

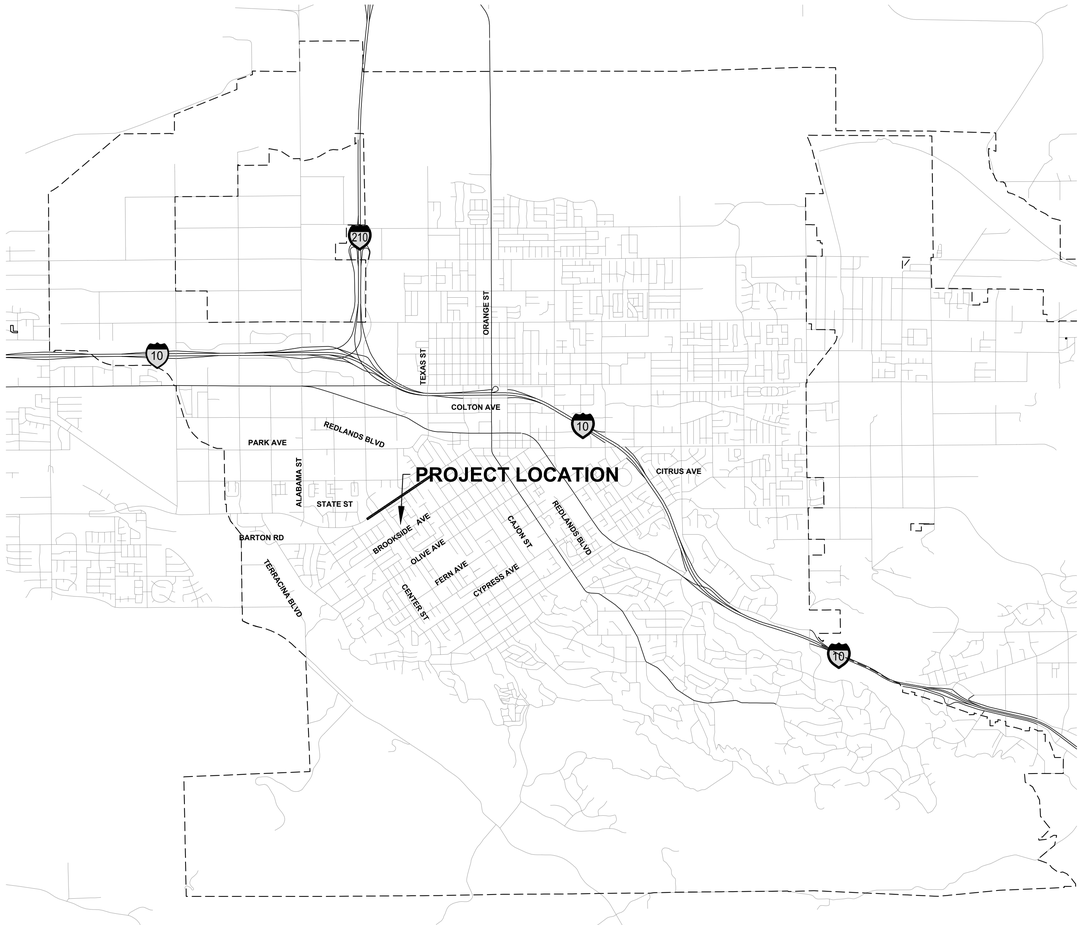
MEDIAN LOCATIONS

N

CONSTRUCTION PLANS FOR

CITY OF REDLANDS
BROOKSIDE AVENUE MEDIAN ISLAND LANDSCAPE REHABILITATION PROJECT

PROJECT No. 501002



SHEET INDEX :

SHEET NO.	DESCRIPTION
1.	TITLE SHEET & VICINITY MAP
2.	DETAILS AND NOTES
3.	CONSTRUCTION PLAN (1)
4.	CONSTRUCTION PLAN (2)
5.	CONSTRUCTION PLAN (3)

CITY COUNCIL:

PAUL T. BARICH, MAYOR
EDDIE TEJEDA, MAYOR PRO TEM
MICK GALLAGHER, COUNCIL MEMBER
DENISE DAVIS, COUNCIL MEMBER
JENNA GUZMAN-LOWERY, COUNCIL MEMBER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

CITY STAFF:

CHARLES M. DUGGAN, JR., CITY MANAGER

VICINITY MAP
NTS

NORTH

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOREY
NO. C75646
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

BROOKSIDE AVENUE MEDIAN ISLAND LANDSCAPE REHABILITATION PROJECT
PROJECT NO. 501002
TITLE SHEET & VICINITY MAP

01/05

2371-LS

Designed by: VM
Date: 4/2022
Checked by: GKD
Date: 4/2022
Drawn by: VM
Date: 4/2022
Checked by: DPY
Date: 4/2022

Reviewed By: 5/9/2022
Goutam K. Dorey, Engineering Manager, R.C.E. 75646 Date

Approved By: 5/9/2022
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918

Sheet 1 of 5 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

K:\Capital Projects\501900 WATER FUND AND PROJECTS\Drought Tolerant Landscape Improvements\E DESIGN\Y-2371 LS Brookside Median v.2 - Copy.dwg

GENERAL NOTES

1. 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.
2. ALL EXISTING SIGNAGE, STRIPING, PAVEMENT MARKINGS, AND TRAFFIC LOOPS, IF REMOVED/OBLITERATED, SHALL BE REPLACED/RESTORED OF SAME KIND, AND IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION AND CITY OF REDLANDS STANDARD SPECIFICATIONS.
3. THE PLANS WERE PREPARED USING DATA FROM THE CITY OF REDLANDS GIS DEPARTMENT, THEREFORE CENTERLINE AND PARCEL LINES ARE APPROXIMATE AND FOR REFERENCE ONLY. THE CONTRACTOR SHALL ESTABLISH THE CENTERLINE OF ALL STREETS BY RECORD MAPS FOR ALL REQUIRED CONSTRUCTION STAKING. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR ANY ADDITIONAL SURVEY RESEARCH OR INVESTIGATION TO COMPLETE STAKING.
4. 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.
5. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
6. 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 ANY ADDITIONAL TIME FOR EXCAVATION OR THE NEED TO IMPORT SUITABLE BACKFILL MATERIAL. THERE WILL NOT BE ADDITIONAL CONTRACT TIME OR ADDITIONAL COMPENSATION TO REMEDIATE THESE CONDITIONS.
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF REDLANDS LANDSCAPE DEVELOPMENT GUIDELINES AND SPECIFICATIONS.
8. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS PRIOR TO COMMENCING CONSTRUCTION.
9. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
10. SECTION 4216 4217 OF THE GOVERNMENT CODE REQUIRED A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE CONSTRUCTION OCCURS. FOR YOUR DIG ALERT ID NUMBER, CALL UNDERGROUND SERVICE ALERT (TOLL FREE) AT 811, TWO WORKING DAYS BEFORE YOU DIG.
11. QUANTITIES LISTED HEREON ARE PROVIDED FOR THE PURPOSE OF COMPARING BIDS. THE CONTRACTOR SHALL DETERMINE ACTUAL CONSTRUCTION QUANTITIES.

DETAIL — DETAIL NUMBER
SCALE — "SHOWN ON" SHEET NUMBER

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 PROPOSED CONSTRUCTION. ONCE PROPOSED CONSTRUCTION HAS 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.

CONSTRUCTION NOTES

1. ACCENT GRANITE BOULDER – LOCALLY SOURCED. INSTALL MAXIMUM 24" ABOVE MEDIAN CURB F.S. – TYPICAL
2. ALL EXISTING GRASS TO BE REMOVED AND DISPOSED OF IN A LEGAL MANNER
3. TREE PROTECTION ZONE (TPZ) – MINIMUM ROOT CLEARANCE (HAND DIG FOR FIELD VERIFICATION OF ROOT CLEARANCE)
4. INSTALL 4000 psi PCC MOW CURB 3" BELOW F.L.
5. MOW CURB CONTINGENT ON FIELD VERIFICATION OF ROOT CLEARANCE (TPZ)
6. INSTALL IRRIGATION DRIPLINE FOR EXISTING TREES
7. PROTECT IN PLACE

ENGINEER'S NOTICE TO CONTRACTOR

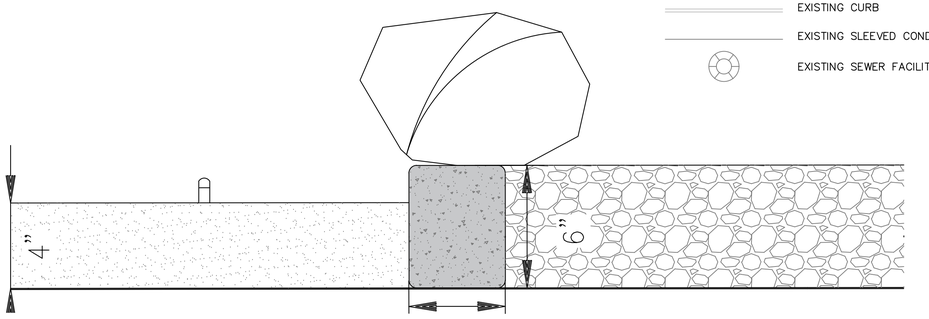
THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. 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.

IRRIGATION NOTES

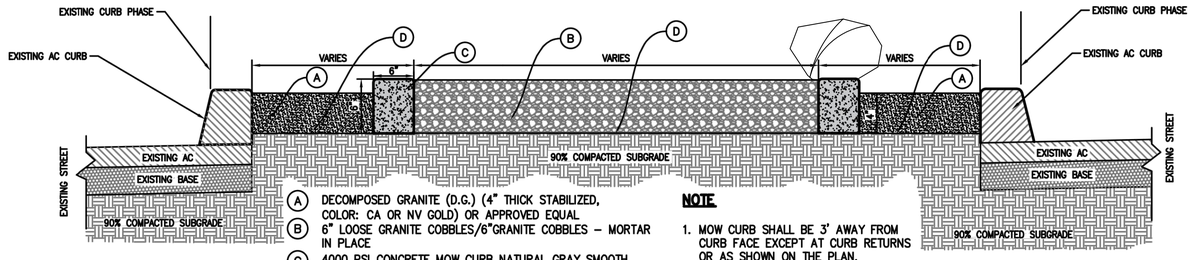
A. TIMER WILL CONTROL CENTER STREET TO BROOKDALE DRIVE
B. 4 VALVES TOTAL – TREES/SHRUBS FOR 2 MEDIANS EAST OF ASH STREET AND FOR 2 MEDIANS WEST OF ASH STREET
C. BRING POWER TO CLOCK. TIMER WILL CONTROL SAN MATEO STREET TO BROOKDALE DRIVE.
D. 4 VALVES TOTAL – TREES/SHRUBS FOR 2 MEDIANS EAST AND WEST OF CLOCK (NOTE C)
E. BRING POWER TO CLOCK. TIMER WILL CONTROL 2 MEDIANS WEST OF SAN MATEO STREET.
F. 2 VALVES TOTAL – TREES/SHRUBS FOR MEDIANS EAST AND WEST OF CLOCK (NOTE C)

LEGEND

- EXISTING TREE
- EXISTING LIGHT POLE
- EXISTING ELECTRICAL FACILITY
- EXISTING WATER METER
- EXISTING IRRIGATION METER
- EXISTING FIRE HYDRANT
- EXISTING BACKFLOW PREVENTER
- EXISTING IRRIGATION SPRINKLERS
- EXISTING CURB
- EXISTING SLEEVED CONDUIT LINES
- EXISTING SEWER FACILITIES
- EXISTING CURB & GUTTER
- EXISTING TRAFFIC SIGN
- EXISTING POLE
- EXISTING PCC PAVEMENT
- STABILIZED DECOMPOSED GRANITE
- 6" LOOSE GRANITE COBBLES
- 6" GRANITE COBBLES – MORTAR IN PLACE
- PROPOSED 3' ACCENT GRANITE BOULDER
- PROPOSED MOW CURB
- PROPOSED VALVE BOX
- PROPOSED DRIP IRRIGATION SYSTEM



TYPICAL MOW CURB, DG, BOULDERS, & GRANITE COBBLES DETAIL
SCALE: N.T.S.



A. DECOMPOSED GRANITE (D.G.) (4" THICK STABILIZED, COLOR: CA OR NV GOLD) OR APPROVED EQUAL
B. 6" LOOSE GRANITE COBBLES/6"GRANITE COBBLES – MORTAR IN PLACE
C. 4000 PSI CONCRETE MOW CURB NATURAL GRAY SMOOTH TROWEL FINISH. INSTALL 1/2" PREFORMED EXPANSION JOINTS @15' O.C. MAX. AND AT BEGINNING & END OF RADIUS.
D. COMMERCIAL GRADE NON-WOVEN WEED FABRIC OR APPROVED EQUAL

NOTE

1. MOW CURB SHALL BE 3' AWAY FROM CURB FACE EXCEPT AT CURB RETURNS OR AS SHOWN ON THE PLAN.
2. MOW CURB LAYOUT ON PLANS IS CONCEPTUAL ONLY. APPROVAL OF THE FINAL MOW CURB LAYOUT SHALL BE MADE IN THE FILED AND ADJUSTED AS NECESSARY TO MEET FIELD CONDITIONS AS APPROVED BY THE CITY STAFF PRIOR TO FINAL CONSTRUCTION.

TYPICAL MEDIAN CROSS SECTION DETAIL
SCALE: N.T.S.

MEDIAN NO. 1 - BASE BID

DESCRIPTION	QUANTITY
LOOSE GRANITE COBBLES	0 SF
GRANITE COBBLES - MORTAR IN PLACE	805 SF
STABILIZED DECOMPOSED GRANITE	0 SF
MOW CURB	0 LF
ACCENT GRANITE BOULDER	0 EA
DRIP IRRIGATION CONCENTRIC RINGS	0 EA
VALVE BOX WITH VALVES	0 EA

MEDIAN NO. 2 - BASE BID

DESCRIPTION	QUANTITY
LOOSE GRANITE COBBLES	865 SF
GRANITE COBBLES - MORTAR IN PLACE	0 SF
STABILIZED DECOMPOSED GRANITE	2,900 SF
MOW CURB	310 LF
ACCENT GRANITE BOULDER	4 EA
DRIP IRRIGATION CONCENTRIC RINGS	15 EA
VALVE BOX WITH VALVES	0 EA

MEDIAN NO. 3 - BASE BID

DESCRIPTION	QUANTITY
LOOSE GRANITE COBBLES	405 SF
GRANITE COBBLES - MORTAR IN PLACE	490 SF
STABILIZED DECOMPOSED GRANITE	3,840 SF
MOW CURB	150 LF
ACCENT GRANITE BOULDER	2 EA
DRIP IRRIGATION CONCENTRIC RINGS	15 EA
VALVE BOX WITH VALVES	1 BOX WITH 4 VALVES

MEDIAN NO. 4 - BASE BID

DESCRIPTION	QUANTITY
LOOSE GRANITE COBBLES	330 SF
GRANITE COBBLES - MORTAR IN PLACE	1,085 SF
STABILIZED DECOMPOSED GRANITE	1,285 SF
MOW CURB	120 LF
ACCENT GRANITE BOULDER	2 EA
DRIP IRRIGATION CONCENTRIC RINGS	9 EA
VALVE BOX WITH VALVES	0 EA

MEDIAN NO. 5 - BASE BID

DESCRIPTION	QUANTITY
LOOSE GRANITE COBBLES	820 SF
GRANITE COBBLES - MORTAR IN PLACE	0 SF
STABILIZED DECOMPOSED GRANITE	3,290 SF
MOW CURB	350 LF
ACCENT GRANITE BOULDER	4 EA
DRIP IRRIGATION CONCENTRIC RINGS	18 EA
VALVE BOX WITH VALVES	0 EA

MEDIAN NO. 6 - BASE BID

DESCRIPTION	QUANTITY
LOOSE GRANITE COBBLES	3,555 SF
GRANITE COBBLES - MORTAR IN PLACE	0 SF
STABILIZED DECOMPOSED GRANITE	10,440 SF
MOW CURB	1,310 LF
ACCENT GRANITE BOULDER	8 EA
DRIP IRRIGATION CONCENTRIC RINGS	39 EA
VALVE BOX WITH VALVES	1 BOX WITH 4 VALVES

MEDIAN NO. 7 - BASE BID

DESCRIPTION	QUANTITY
LOOSE GRANITE COBBLES	935 SF
GRANITE COBBLES - MORTAR IN PLACE	560 SF
STABILIZED DECOMPOSED GRANITE	3670 SF
MOW CURB	90 LF
ACCENT GRANITE BOULDER	1 EA
DRIP IRRIGATION CONCENTRIC RINGS	3 EA
VALVE BOX WITH VALVES	0 EA

MEDIAN NO. 8 - ADDITIVE "A"

DESCRIPTION	QUANTITY
LOOSE GRANITE COBBLES	860 SF
GRANITE COBBLES - MORTAR IN PLACE	460 SF
STABILIZED DECOMPOSED GRANITE	1,132 SF
MOW CURB	180 LF
ACCENT GRANITE BOULDER	2 EA
DRIP IRRIGATION CONCENTRIC RINGS	6 EA
VALVE BOX WITH VALVES	0 EA

MEDIAN NO. 9 - ADDITIVE "B"

DESCRIPTION	QUANTITY
LOOSE GRANITE COBBLES	1,200 SF
GRANITE COBBLES - MORTAR IN PLACE	0 SF
STABILIZED DECOMPOSED GRANITE	3,005 SF
MOW CURB	355 LF
ACCENT GRANITE BOULDER	4 EA
DRIP IRRIGATION CONCENTRIC RINGS	12 EA
VALVE BOX WITH VALVES	1 BOX WITH 2 VALVES

REGISTERED PROFESSIONAL ENGINEER — GOUTAM KUMAR DOKEY — NO. C75646 — CIVIL — STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

BROOKSIDE AVENUE MEDIAN ISLAND LANDSCAPE REHABILITATION PROJECT
PROJECT NO. 501002
DETAILS AND NOTES

02/05

Designed by: VM
Date: 4/2022
Checked by: GKD
Date: 4/2022
Drawn by: VM
Date: 4/2022
Checked by: DPY
Date: 4/2022

Reviewed By: 5/9/2022
Goutam K. Dokey, Engineering Manager, R.C.E. 75646 Date
Approved By: 5/9/2022
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918

Sheet 2 of 5 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

2371-LS

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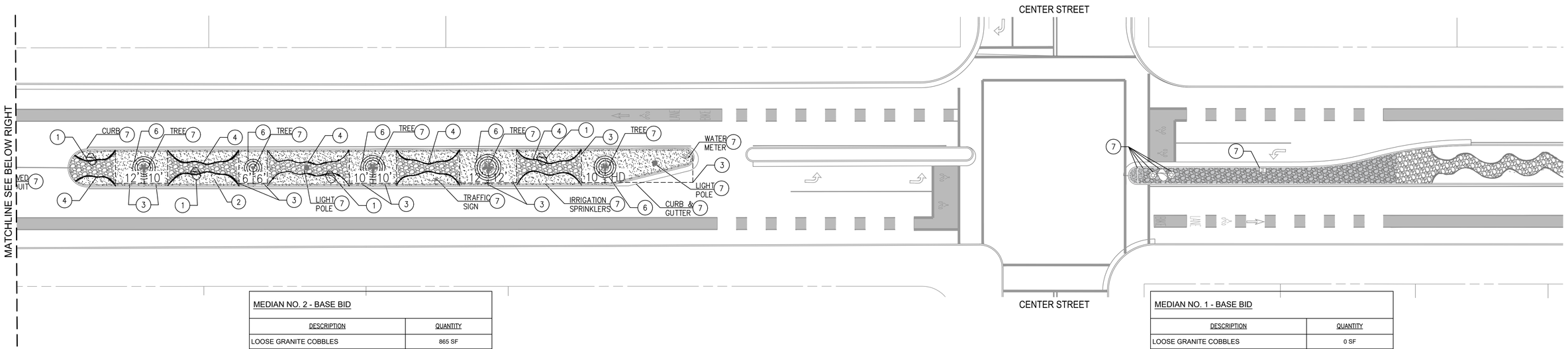
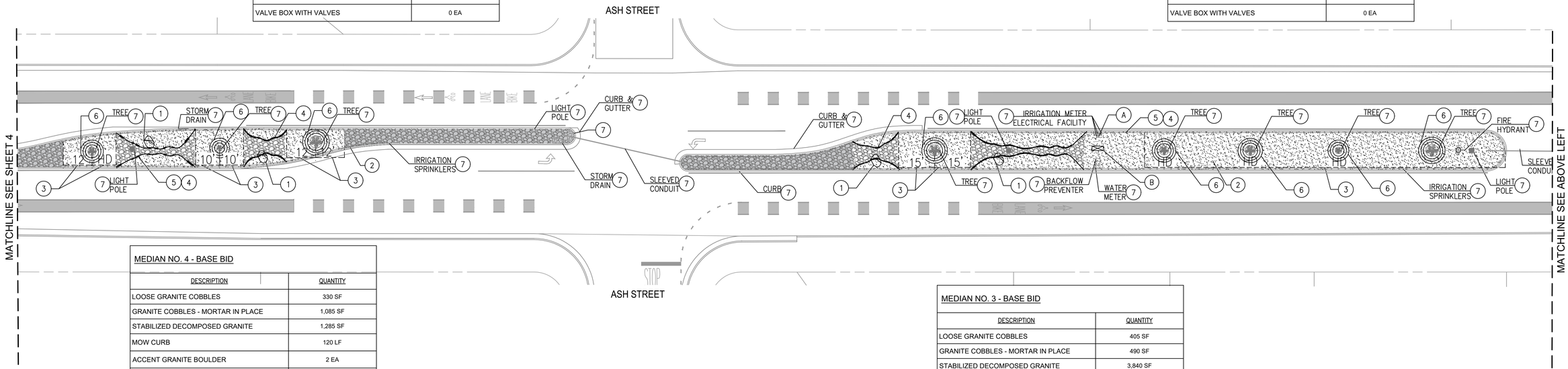


MEDIAN NO. 2 - BASE BID	
DESCRIPTION	QUANTITY
LOOSE GRANITE COBBLES	865 SF
GRANITE COBBLES - MORTAR IN PLACE	0 SF
STABILIZED DECOMPOSED GRANITE	2,900 SF
MOW CURB	310 LF
ACCENT GRANITE BOULDER	4 EA
DRIP IRRIGATION CONCENTRIC RINGS	15 EA
VALVE BOX WITH VALVES	0 EA

MEDIAN NO. 1 - BASE BID	
DESCRIPTION	QUANTITY
LOOSE GRANITE COBBLES	0 SF
GRANITE COBBLES - MORTAR IN PLACE	805 SF
STABILIZED DECOMPOSED GRANITE	0 SF
MOW CURB	0 LF
ACCENT GRANITE BOULDER	0 EA
DRIP IRRIGATION CONCENTRIC RINGS	0 EA
VALVE BOX WITH VALVES	0 EA



MEDIAN NO. 4 - BASE BID	
DESCRIPTION	QUANTITY
LOOSE GRANITE COBBLES	330 SF
GRANITE COBBLES - MORTAR IN PLACE	1,085 SF
STABILIZED DECOMPOSED GRANITE	1,285 SF
MOW CURB	120 LF
ACCENT GRANITE BOULDER	2 EA
DRIP IRRIGATION CONCENTRIC RINGS	9 EA
VALVE BOX WITH VALVES	0 EA

MEDIAN NO. 3 - BASE BID	
DESCRIPTION	QUANTITY
LOOSE GRANITE COBBLES	405 SF
GRANITE COBBLES - MORTAR IN PLACE	490 SF
STABILIZED DECOMPOSED GRANITE	3,840 SF
MOW CURB	150 LF
ACCENT GRANITE BOULDER	2 EA
DRIP IRRIGATION CONCENTRIC RINGS	15 EA
VALVE BOX WITH VALVES	1 BOX WITH 4 VALVES

LEGEND

- EXISTING TREE
- EXISTING LIGHT POLE
- EXISTING ELECTRICAL FACILITY
- EXISTING WATER METER
- EXISTING IRRIGATION METER
- EXISTING FIRE HYDRANT
- EXISTING BACKFLOW PREVENTER
- EXISTING IRRIGATION SPRINKLERS
- EXISTING CURB
- EXISTING SLEEVED CONDUIT LINES
- EXISTING CURB & GUTTER
- EXISTING TRAFFIC SIGN
- EXISTING SEWER FACILITIES
- EXISTING PCC PAVEMENT
- STABILIZED DECOMPOSED GRANITE
- 6" LOOSE GRANITE COBBLES
- 6" GRANITE COBBLES – MORTAR IN PLACE
- PROPOSED 3' ACCENT GRANITE BOULDER
- PROPOSED MOW CURB
- PROPOSED VALVE BOX
- PROPOSED DRIP IRRIGATION SYSTEM

CONSTRUCTION NOTES

1. ACCENT GRANITE BOULDER – LOCALLY SOURCED. INSTALL MAXIMUM 24" ABOVE MEDIAN CURB F.S. – TYPICAL
2. ALL EXISTING GRASS TO BE REMOVED AND DISPOSED OF IN A LEGAL MANNER
3. TREE PROTECTION ZONE (TPZ) – MINIMUM ROOT CLEARANCE (HAND DIG FOR FIELD VERIFICATION OF ROOT CLEARANCE)
4. INSTALL 4000 psi PCC MOW CURB 3" BELOW F.L.
5. MOW CURB CONTINGENT ON FIELD VERIFICATION OF ROOT CLEARANCE (TPZ)
6. INSTALL IRRIGATION DRIPLINE FOR EXISTING TREES
7. PROTECT IN PLACE

IRRIGATION NOTES

- A. TIMER WILL CONTROL CENTER STREET TO BROOKDALE DRIVE
- B. 4 VALVES TOTAL – TREES/SHRUBS FOR 2 MEDIANS EAST OF ASH STREET AND FOR 2 MEDIANS WEST OF ASH STREET

GRAPHIC SCALE
0 20' 40'
SCALE: 1" = 20'

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

BROOKSIDE AVENUE MEDIAN ISLAND LANDSCAPE REHABILITATION PROJECT
PROJECT NO. 501002
CONSTRUCTION PLAN (1)

03/05

2371-LS

Designed by: VM
Date: 4/2022
Checked by: GKD
Date: 4/2022
Drawn by: VM
Date: 4/2022
Checked by: DPY
Date: 4/2022

Reviewed By: 5/9/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

Approved By: 5/9/2022
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918

Sheet 3 of 5 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

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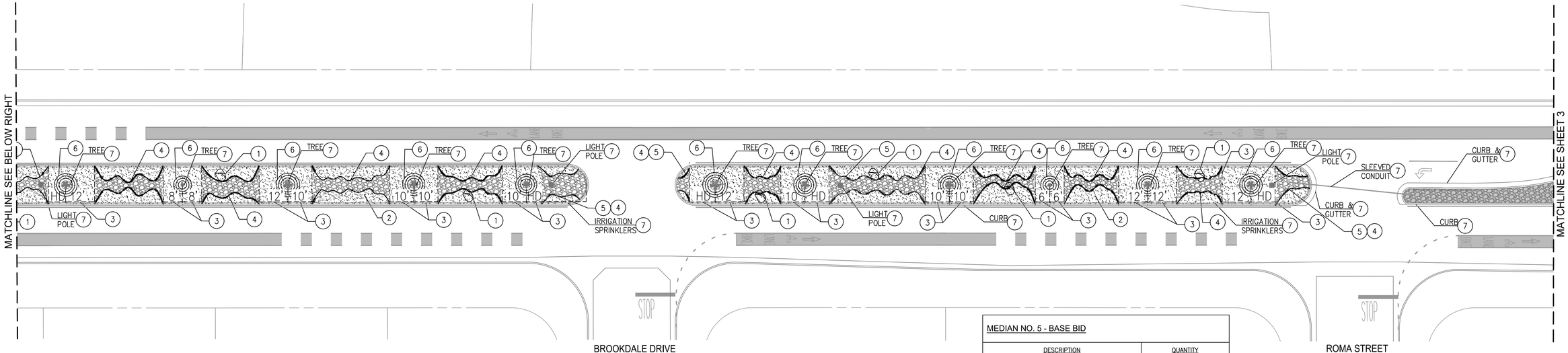

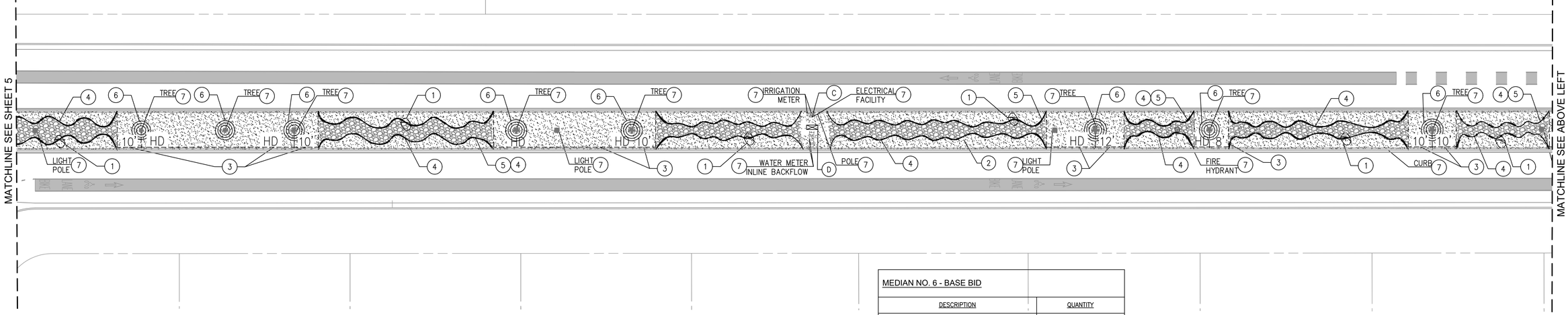

MEDIAN NO. 5 - BASE BID	
DESCRIPTION	QUANTITY
LOOSE GRANITE COBBLES	820 SF
GRANITE COBBLES - MORTAR IN PLACE	0 SF
STABILIZED DECOMPOSED GRANITE	3,290 SF
MOW CURB	350 LF
ACCENT GRANITE BOULDER	4 EA
DRIP IRRIGATION CONCENTRIC RINGS	18 EA
VALVE BOX WITH VALVES	0 EA

MEDIAN NO. 6 - BASE BID	
DESCRIPTION	QUANTITY
LOOSE GRANITE COBBLES	3,555 SF
GRANITE COBBLES - MORTAR IN PLACE	0 SF
STABILIZED DECOMPOSED GRANITE	10,440 SF
MOW CURB	1,310 LF
ACCENT GRANITE BOULDER	8 EA
DRIP IRRIGATION CONCENTRIC RINGS	39 EA
VALVE BOX WITH VALVES	1 BOX WITH 4 VALVES

LEGEND

- EXISTING TREE
- EXISTING LIGHT POLE
- EXISTING ELECTRICAL FACILITY
- EXISTING WATER METER
- EXISTING IRRIGATION METER
- EXISTING FIRE HYDRANT
- EXISTING IRRIGATION SPRINKLERS
- EXISTING CURB
- EXISTING SLEEVED CONDUIT LINES
- EXISTING CURB & GUTTER
- EXISTING POLE
- STABILIZED DECOMPOSED GRANITE
- 6" LOOSE GRANITE COBBLES
- 6" GRANITE COBBLES – MORTAR IN PLACE
- PROPOSED 3' ACCENT GRANITE BOULDER
- PROPOSED MOW CURB
- PROPOSED VALVE BOX
- PROPOSED DRIP IRRIGATION SYSTEM

CONSTRUCTION NOTES

1. ACCENT GRANITE BOULDER – LOCALLY SOURCED. INSTALL MAXIMUM 24" ABOVE MEDIAN CURB F.S. – TYPICAL
2. ALL EXISTING GRASS TO BE REMOVED AND DISPOSED OF IN A LEGAL MANNER
3. TREE PROTECTION ZONE (TPZ) – MINIMUM ROOT CLEARANCE (HAND DIG FOR FIELD VERIFICATION OF ROOT CLEARANCE)
4. INSTALL 4000 psi PCC MOW CURB 3" BELOW F.L.
5. MOW CURB CONTINGENT ON FIELD VERIFICATION OF ROOT CLEARANCE (TPZ)
6. INSTALL IRRIGATION DRIPLINE FOR EXISTING TREES
7. PROTECT IN PLACE

IRRIGATION NOTES

- (C) BRING POWER TO CLOCK. TIMER WILL CONTROL SAN MATEO STREET TO BROOKDALE DRIVE.
- (D) 4 VALVES TOTAL – TREES/SHRUBS FOR 2 MEDIANS EAST AND WEST OF CLOCK (NOTE C)

GRAPHIC SCALE
0 20' 40'
SCALE: 1" = 20'

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

BROOKSIDE AVENUE MEDIAN ISLAND LANDSCAPE REHABILITATION PROJECT
PROJECT NO. 501002
CONSTRUCTION PLAN (2)

04/05

2371-LS

Designed by: VM
Date: 4/2022
Checked by: GKD
Date: 4/2022
Drawn by: VM
Date: 4/2022
Checked by: DPY
Date: 4/2022

Reviewed By: 5/9/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date
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Sheet 4 of 5 Sheets
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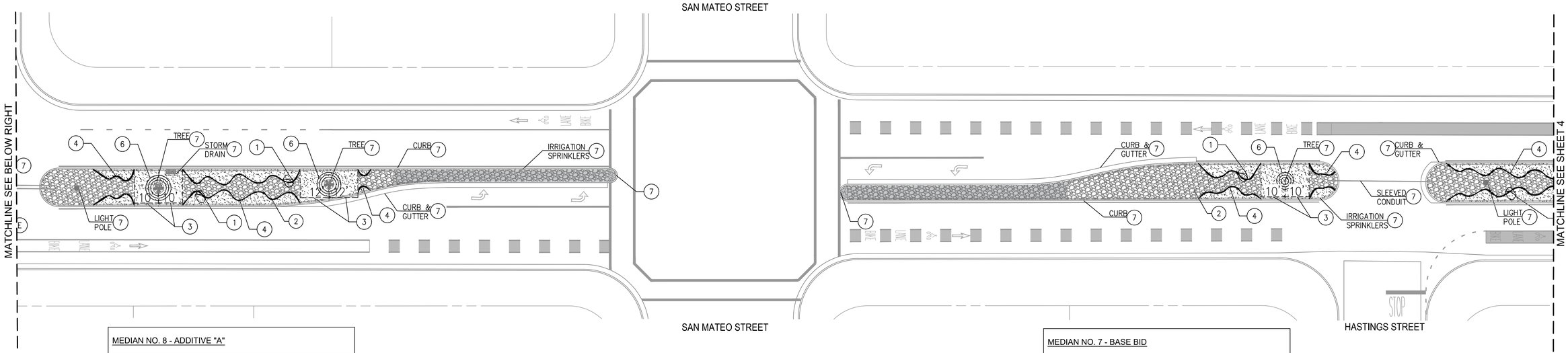
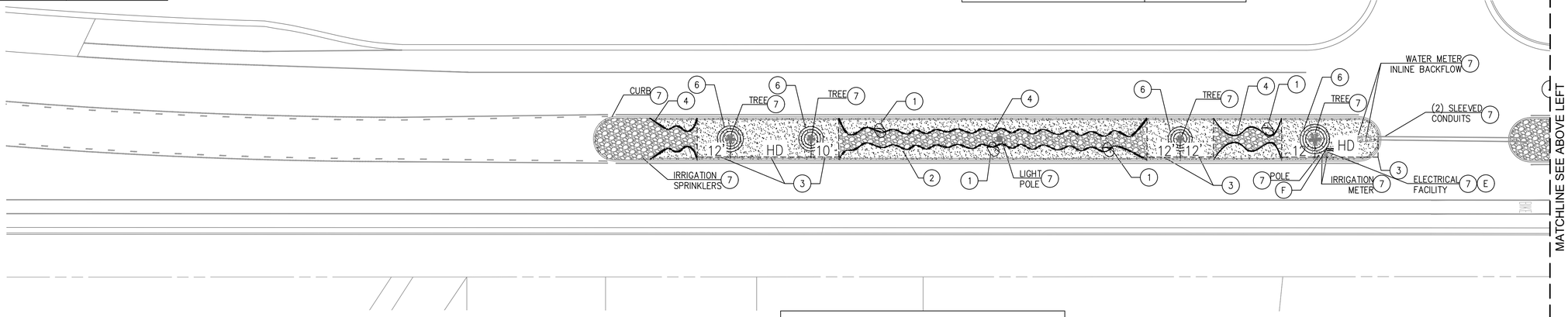


MEDIAN NO. 8 - ADDITIVE "A"	
DESCRIPTION	QUANTITY
LOOSE GRANITE COBBLES	860 SF
GRANITE COBBLES - MORTAR IN PLACE	460 SF
STABILIZED DECOMPOSED GRANITE	1,132 SF
MOW CURB	180 LF
ACCENT GRANITE BOULDER	2 EA
DRIP IRRIGATION CONCENTRIC RINGS	6 EA
VALVE BOX WITH VALVES	0 EA

MEDIAN NO. 7 - BASE BID	
DESCRIPTION	QUANTITY
LOOSE GRANITE COBBLES	935 SF
GRANITE COBBLES - MORTAR IN PLACE	560 SF
STABILIZED DECOMPOSED GRANITE	3670 SF
MOW CURB	90 LF
ACCENT GRANITE BOULDER	1 EA
DRIP IRRIGATION CONCENTRIC RINGS	3 EA
VALVE BOX WITH VALVES	0 EA



MEDIAN NO. 9 - ADDITIVE "B"	
DESCRIPTION	QUANTITY
LOOSE GRANITE COBBLES	1,200 SF
GRANITE COBBLES - MORTAR IN PLACE	0 SF
STABILIZED DECOMPOSED GRANITE	3,005 SF
MOW CURB	355 LF
ACCENT GRANITE BOULDER	4 EA
DRIP IRRIGATION CONCENTRIC RINGS	12 EA
VALVE BOX WITH VALVES	1 BOX WITH 2 VALVES

LEGEND

- EXISTING TREE
- EXISTING LIGHT POLE
- EXISTING ELECTRICAL FACILITY
- EXISTING WATER METER
- EXISTING IRRIGATION METER
- EXISTING IRRIGATION SPRINKLERS
- EXISTING CURB
- EXISTING SLEEVED CONDUIT LINES
- EXISTING CURB & GUTTER
- EXISTING POLE
- EXISTING PCC PAVEMENT
- STABILIZED DECOMPOSED GRANITE
- 6" LOOSE GRANITE COBBLES
- 6" GRANITE COBBLES – MORTAR IN PLACE
- PROPOSED 3' ACCENT GRANITE BOULDER
- PROPOSED MOW CURB
- PROPOSED VALVE BOX
- PROPOSED DRIP IRRIGATION SYSTEM

CONSTRUCTION NOTES

1. ACCENT GRANITE BOULDER – LOCALLY SOURCED. INSTALL MAXIMUM 24" ABOVE MEDIAN CURB F.S. – TYPICAL
2. ALL EXISTING GRASS TO BE REMOVED AND DISPOSED OF IN A LEGAL MANNER
3. TREE PROTECTION ZONE (TPZ) – MINIMUM ROOT CLEARANCE (HAND DIG FOR FIELD VERIFICATION OF ROOT CLEARANCE)
4. INSTALL 4000 psi PCC MOW CURB 3" BELOW F.L.
5. MOW CURB CONTINGENT ON FIELD VERIFICATION OF ROOT CLEARANCE (TPZ)
6. INSTALL IRRIGATION DRIPLINE FOR EXISTING TREES
7. PROTECT IN PLACE

IRRIGATION NOTES

- (E) BRING POWER TO CLOCK. TIMER WILL CONTROL 2 MEDIANS WEST OF SAN MATEO STREET.
- (F) 2 VALVES TOTAL – TREES/SHRUBS FOR MEDIANS EAST AND WEST OF CLOCK (NOTE C)

GRAPHIC SCALE
0 20' 40'
SCALE: 1" = 20'

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOREY
NO. C75646
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

BROOKSIDE AVENUE MEDIAN ISLAND LANDSCAPE REHABILITATION PROJECT
PROJECT NO. 501002
CONSTRUCTION PLAN (3)

05/05

2371-LS

Designed by: VM
Date: 4/2022
Checked by: GKD
Date: 4/2022
Drawn by: VM
Date: 4/2022
Checked by: DPY
Date: 4/2022

Reviewed By: 5/9/2022
Goutam K. Dorey, Engineering Manager, R.C.E. 75646 Date

Approved By: 5/9/2022
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918

Sheet 5 of 5 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

K:\Capital Projects\501800 WATER FUND AND PROJECTS\Drought Tolerant Landscape Improvements\8 DESIGN\2-2371 LS Brookside Median v.2 – Copy.dwg

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

BROOKSIDE AVENUE MEDIAN ISLAND LANDSCAPE REHABILITATION PROJECT
Project No. 501002

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
No. C 75646
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

MAY 2022

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

BROOKSIDE AVENUE MEDIAN ISLAND LANDSCAPE REHABILITATION PROJECT
Project No. 501002

For use in conjunction with specifications entitled: "Standard Specifications for Public Works Construction (Greenbook)" 2018 Edition; "Standard Plans for Public Works Construction" 2012 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:
Paul T. Barich, Mayor
Eddie Tejeda, Mayor Pro Tem
Mick Gallagher, Councilmember
Denise Davis, Councilmember
Jenna Guzman-Lowery, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

City Staff:
Charles M. Duggan Jr., City Manager

MAY 2022

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BROOKSIDE AVENUE MEDIAN ISLAND LANDSCAPE REHABILITATION PROJECT

Project No. 501002

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NOTICE INVITING SEALED PROPOSALS (NIB)
For BROOKSIDE AVENUE MEDIAN ISLAND LANDSCAPE REHABILITATION PROJECT
Project No. 501002

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands invites all and will receive sealed Proposals (Bids) at the office of the City Clerk, City of Redlands, 35 Cajon Street, Suite 4, Redlands, CA 92373, on **May 23, 2022**, 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: BROOKSIDE AVENUE MEDIAN ISLAND LANDSCAPE REHABILITATION PROJECT, Project No. 501002.**

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-27" 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 Veronica Medina, Project Manager, at 909-798-7584 Ext 6. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any products be considered for approval prior to award of the Contract. Changes, if any, will be made by addendum prior to opening of Bids.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA.

City Clerk, City of Redlands
San Bernardino County, California

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
BROOKSIDE AVENUE MEDIAN ISLAND LANDSCAPE REHABILITATION PROJECT
Project No. 501002

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: BROOKSIDE AVENUE MEDIAN ISLAND LANDSCAPE REHABILITATION PROJECT, Project No. 501002

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-27" 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:

BROOKSIDE AVENUE MEDIAN ISLAND LANDSCAPE REHABILITATION PROJECT, Project No. 501002

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	Traffic and Pedestrian Control	LUMP SUM	N/A	$_____
3	Install 6" Loose Granite Cobbles	6,910SF	$_____/SF	$_____
4	Install 6" Granite Cobbles – Mortar in Place	2,940 SF	$_____/SF	$_____
5	Stabilized Decomposed Granite	22,425 SF	$_____/ SF	$_____
6	Construct 4000 psi PCC Mow Curb	2,330 LF	$_____/LF	$_____
7	Install 3' Accent Granite Boulder	21 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
8	Drip Irrigation Concentric Rings	99 EA	$_____/EA	$_____
9	Valve Box with Four (4) Valves	2 EA	$_____/EA	$_____
10	Demobilization	LUMP SUM	N/A	$_____
	BASE BID TOTAL PRICE (ITEMS 1-10)			**$_____**

ADDITIVE BID "A"

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	**Brief Description**	**Estimated Quantity**	**Unit Price (If Applicable)**	**Total Price in Figures**
11	Install 6" Loose Granite Cobbles	860 SF	$_____/SF	$_____
12	Install 6" Granite Cobbles – Mortar in Place	460 SF	$_____/SF	$_____
13	Stabilized Decomposed Granite	1,130 SF	$_____/ SF	$_____
14	Construct 4000 psi PCC Mow Curb	180 LF	$_____/LF	$_____
15	Install 3' Accent Granite Boulder	2 EA	$_____/EA	$_____
16	Drip Irrigation Concentric Rings	6 EA	$_____/EA	$_____
	ADDITIVE BID "A" TOTAL PRICE (ITEMS 11-16)			**$_____**

ADDITIVE BID "B"

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
17	Install 6" Loose Granite Cobbles	1,200 SF	$_____/SF	$_____
18	Stabilized Decomposed Granite	3,005 SF	$_____/ SF	$_____
19	Construct 4000 psi PCC Mow Curb	355 LF	$_____/LF	$_____
20	Install 3' Accent Granite Boulder	4 EA	$_____/EA	$_____
21	Drip Irrigation System Concentric Rings	12 EA	$_____/EA	$_____
22	Valve Box with Two (2) Valves	1 EA	$_____/EA	$_____
	ADDITIVE BID "B" TOTAL PRICE (ITEMS 17-22)			**$_____**

BID SUMMARY TABLE
BASE BID AND ADDITIVE BID ITEM TOTALS

BASE BID	**Total (in figures)**
Base Bid Total: (Transfer from BD 11)	**$**_____
Last Minute Additions/Deductions* for Bid Item No. _____ (specify No.)	**$**_____
Base Bid Total plus all Last Minute Additions/Deductions noted prior to this sum: _____ (written in words)	$_____
BASE BID PLUS ADDITIVE BID "A"	**Total (in figures)**
Additive Bid "A" Total: (Transfer from BD 11)	**$**_____
Last Minute Additions/Deductions* for Bid Item No. _____ (specify No.)	**$**_____
Base Bid Total plus Additive Bid "A" Total plus all Last Minute Additions/Deductions noted prior to this sum: _____ (written in words)	$_____
BASE BID PLUS ADDITIVE BID "A" & "B"	**Total (in figures)**
Additive Bid "B" Total: (Transfer from BD 12)	**$**_____
Last Minute Additions/Deductions* for Bid Item No. _____ (specify No.)	**$**_____
Base Bid Total plus Additive Bid "A" Total plus Additive Bid "B" Total plus all Last Minute Additions/Deductions noted prior to this sum: _____ (written in words)	$_____

Values that will be read aloud during bid opening.

* 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 (c) as the lowest bid price on the Base Bid Total. However, if available funding allows for additional work, then the low bid determination will be re-evaluated as the lowest bid on the Base Bid plus Additive Bid "A" line within the Bid Summary Table. If available funding allows for additional work, then the low bid determination will be re-evaluated as the lowest bid on the Base Bid plus Additive Bid "A" and Additive Bid "B" line the Bid Summary Table.

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. Bid Bond shall be 10 percent of Base Bid plus Additive Bid "A" and "B" line of the Bid Summary Table.

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 _____, 2022.

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. 501002.

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 _____, 2022.

_____**(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. 501002 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 _____, 2022.

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. 501002, 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. 501002 within the past two years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Redlands.

1. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

2. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

3. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

STATEMENT BY BIDDER
GENERAL INFORMATION

1. Bidder's Mailing Address _____

   _____

2. Number of years engaged in the contracting business under your present firm or trade name:

   _____

3. Have you ever failed to complete any work awarded to you? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

4. Have you ever defaulted on a contract? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

5. Have you ever been a party to a lawsuit or gone to arbitration during the last 5 years? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

6. Has any Stop Notice been filed against you during the last 5 years? (Yes or No) ___. If yes, provide details in the space provided in Item 10.

7. Has your contractor's license ever been suspended, revoked, or subject to disciplinary action? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

8. Contracts currently on hand:

Agency Name	Amount of Contract	Start Date	Completion Date

9. Enter the name of person(s) who inspected the site of the proposed work for your firm and the date of said site inspection.

   Name:_____ Date:_____

10. In the space provided, the Bidder shall provide details concerning any "Yes" answers provided in this "General Information" section. Details shall include, but not be limited to, the nature of dispute, name of the agency involved and the final outcome. If requested by the City, the Bidder shall supply additional information, sufficiently detailed, to permit evaluation of the Bidder's ability to perform the work.

Question Number	Details

CONTRACT DOCUMENTS
(CD)

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PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this ___ day of _____, 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 _____ (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: **BROOKSIDE AVENUE MEDIAN ISLAND LANDSCAPCE REHABILITATION PROJECT**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **BROOKSIDE AVENUE MEDIAN ISLAND LANDSCAPCE REHABILITATION PROJECT**, **PROJECT NO. 501002** (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 fifty (50) 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)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
BROOKSIDE AVENUE MEDIAN ISLAND LANDSCAPE REHABILITATION PROJECT,
PROJECT NO. 501002

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 _____, 2022.

_____
(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 _____, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as **BROOKSIDE AVENUE MEDIAN ISLAND LANSCAPE REHABILITATION, PROJECT NO. 501002** 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 _____, 2022.

(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 _____, 2022, and identified as **BROOKSIDE AVENUE MEDIAN ISLAND LANSCAPE REHABILITATION, PROJECT NO. 501002** 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 _____, 2022.

(SEAL)

_____

(Contractor)

_____

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____

(Surety)

BY: _____

(Signature)

Address:_____

Telephone: ( )_____

GENERAL CONDITIONS
(GC)

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GENERAL CONDITIONS

The Standard Specifications for Public Works Constructions, 2018 Edition (Greenbook), together with supplements as published by Building News, Inc., are modified herein and comprise the Standard Specifications. For convenience, the section and subsection numbering system used in these modifications correspond to those used in the Greenbook. Unless specifically deleted or modified herein, all requirements of the Greenbook shall prevail.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Agency - *Amend as follows:*
"The legal entity (City) for which the Work is being performed."

Bidder - *Amend as follows:*
"Any individual, firm, partnership, corporation, or combination thereof, licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, submitting a Bid for the Work, acting directly or through a duly authorized representative."

City. The City of Redlands, San Bernardino County, California, being the legal entity for which the Work is being performed. Also referred to as Agency or Owner.

City Council. The City Council of the City of Redlands, San Bernardino County, California, being the body authorizing entrance into legal agreements and allowing work in public right-of-way or on public property controlled by the City of Redlands. Also referred to as Board.

Engineer - *Amend as follows:*
"The Chief Engineer of the Agency, being the Municipal Utilities and Engineering Director, or other person designated by the Board or Chief Engineer, acting either directly or through authorized agents."

Fabricated. An item specifically assembled or made out of selected materials to meet individual design requirements.

Guarantee. See Warranty.

Laboratory. The designated laboratory authorized by the City of Redlands to test materials and work involved in the Contract.

Manufactured. A standard mass-produced unit or item meeting design requirements.

Owner. The City of Redlands, San Bernardino County, California.

Pavement. The uppermost layer of material placed on the traveled way or shoulder. Also referred to as surfacing.

Rain Day. A scheduled working day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to adverse weather-related conditions that cause the Contractor to dismiss the crew.

Street - *Delete and replace with the following:*
"Any road, highway, parkway, freeway, avenue, street, lane, alley, crossing, intersection, court, place, circle, walk, way, or any public right-of-way within the jurisdiction of the Agency."

Surety - *Delete and replace with the following:*
"An admitted corporate surety as listed by the United States Department of Treasury and duly licensed to conduct business in the State of California and County of San Bernardino and acceptable to the City of Redlands, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred."

Warranty. An extended insurance by the Contractor, of any product or item of work installed as a part of this project for replacement and/or repair for the time period specified, including but not limited to, all parts, labor, materials, tools, equipment costs, etc. necessary for the product or item of work to be in proper and acceptable working condition after completion of the project. For the purposes of this Contract, the period of coverage shall begin on the date of the Notice of Completion filed by the Owner.

Working Hours. Unless specified otherwise, working hours shall be from 7:00 AM to 4:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays, as shown on the current year Construction Schedule, are excluded unless authorized by the City.

1-7.2 CONTRACT BONDS. - *Add the following sentence to paragraph 1:*
The warranty provisions set forth in Section 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.

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.

The Contractor shall ensure the construction yard adheres to all local, State and Federal regulations, ordinances, codes and maintained in a neat and orderly manner throughout the duration of the project. The contractor shall include the construction yard in the Erosion Control Plan or SWPPP and shall be

inspected and approved prior to use of the yard. If at any time during the project the location of the construction yard changes from the approved site, the City shall be notified prior to relocation for inspection and approval. Should the Contractor fail to comply with these conditions, the Engineer may suspend the work per SSPWC section 6-3 until the condition is corrected.

At the end of the project or as required, the Contractor shall: clean up and remove all trash and debris, including all organic trash and debris; clean up and remove all hazardous and biochemical wastes from the property to the satisfaction of the agency (City, County, State, or Federal) charged with overseeing these items; and provide to the City a written release from the private property owner that they are satisfied with all clean up and removal work.

5-9.1 Storage in Public Streets.
Construction materials and equipment shall not be stored within public streets or right of way without prior approval from the City. In order to seek approval, Contractor shall submit a location map with all equipment or materials identified including size, duration and any BMP's installed and provide at least 7 days for review by the City.

5-10 WATER POLLUTION CONTROL.

The Contractor shall follow the City's guidelines for Storm Water Pollution Prevention in providing storm water pollution control at the project site, including the implementation of approved Erosion/Sediment Control Plans during construction as well as the implementation of approved Water Quality Management Plans.

Construction activities disturbing 1 acre or more of land shall comply with the State Water Resources Control Board's NPDES General Construction Storm Water Permit. A copy of the Notice of Intent (NOI) to include the Waste Discharge Identification (WDID) number shall be submitted as part of the Storm Water Pollution Prevention Plan (SWPPP) to the Engineer for review. Call (909) 782-4130 for NOI/WDID information.

All projects requiring grading shall submit to the City for review and approval an Erosion/Sediment Control Plan and a Grading Plan. Permit(s) will not be issued until plans are approved and may be revoked if work required in these specifications are not complied with.

Construction sites shall be maintained by implementation of BMPs in such manner that pollutants are not discharged from the site to the maximum extent practicable. A few references available to help with selection and implementation of applicable BMPs are:

1. California Storm Water Best Management Practice Handbook, American Public Works Association, March 1993;
2. The Construction Site Best Management Practices Manual, November 2000;
3. Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual, November 2000;
4. California Regional Water Quality Control Board's San Francisco Bay Region, Guidelines for Construction Projects; and

5. California Regional Water Quality Control Board's San Francisco Bay Region, Erosion and Sediment Control Field Manual, July 1999.

All discharges into the storm drain system are prohibited except for potable water, properly treated discharge, and those discharges specifically approved by the Engineer. The following are some of the prohibited discharges:

1. Discharges that could have an impact on human health or the environment, cause or threaten to cause pollution, contamination, or nuisance;
2. Discharges that exceed any applicable water quality standard contained in a statewide Water Quality Control Plan or local Basin Plan; and
3. Discharges containing hazardous substances equal to or in excess of a reportable quantity listed in Federal regulations 40 CFR, Parts 117 and 302.

Materials that can cause or contribute to pollution or a violation of any applicable water quality standard include, but are not limited to: sediments; solid or liquid chemical spills; wastes from paints, stains, sealants, glues, limes, pesticides or herbicides and wood preservatives or solvents; asbestos fibers, paint flakes or stucco fragments; fuels, oils, lubricants or hydraulic, radiator and battery fluids; fertilizers; vehicle and equipment wash water or concrete wash water; concrete, detergent or floatable wastes; wastes from any engine and equipment steam cleaning or chemical degreasing; and chlorinated potable water line flushings.

Unless exempted or authorized by an NPDES permit, all non-storm water discharges require prior approval by the Engineer or the State Water Resources Control Board with Engineer approval.

During construction, temporary storage of such materials as identified above, must occur in a designated area physically separated from potential storm water runoff, with ultimate disposal in accordance with local, state and federal requirements.

De-watering of contaminated groundwater or discharging contaminated soils via surface erosion is prohibited.

Unless indicated otherwise by the Engineer, all projects, regardless of size, shall submit for review and approval, a Water Quality Management Plan (WQMP). The WQMP shall consist of post construction BMPs which shall remain in effect throughout the life of the facility. Refer to WQMP guidelines.

5-11 TEMPORARY LIGHTS, POWER AND WATER.

Any water drawn from a City fire hydrant shall be via a City owned water meter. Said meter may be obtained from the Municipal Utilities & Engineering Department. Contractor is responsible for payment of a $1200 deposit fee. Said meter shall be returned in a condition like received, less normal wear and tear. All meters are loaned subject to the conditions of the Fire Hydrant Construction Meter Water Service Application. Contractor must provide proposed location of meter and notify Customer Service at (909) 798-7516 each time the meter is relocated during construction. Water reasonably

used in connection with the construction contract will be provided at no cost to the Contractor. Water use determined to be wasteful or unreasonable will be charged for at the prevailing rate.

5-12 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall relocate, re-establish, repair or replace all existing improvements within the work limits or right-of-way which are not designated for removal (e.g., sprinkler systems, curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations.

Relocations, re-establishments, repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing or re-establishing existing improvements shall be included in the Bid.

The Contractor shall be responsible for the maintenance of the streets and roadways to be used by public and local traffic through and adjacent to the construction zone, from the date of "Notice to Proceed" until the date of acceptance of the completed construction improvements.

Street maintenance shall include filling of potholes, grading of subgrade and base, replacing signs, installing interim pavement striping and markers on the project streets and other side streets within the construction zone. Street maintenance shall also include sweeping and washing of streets, adjacent and connected to the construction zone on a weekly, or more frequent schedule, to prevent the accumulation of dust, dirt, gravel or other deleterious materials, all as necessary to maintain the construction roadways and adjacent streets in a safe, clean and drivable condition for use by public and local traffic.

Upon request from the City for information pertaining to a claim against the contractor, contractor shall provide a written/email response, including all requested information, within 14 calendar days of City's request. If a response with all requested information is not provided to the City within 14 calendar days, a penalty of $500 per calendar day will be assessed to the Contractor by the City.

5-13 PUBLIC CONVENIENCE AND SAFETY.

5-13.1 General.

The Contractor may be allowed to close the roadway, or a portion thereof, to traffic during normal work hours upon approval from the Engineer. During any closure, the Contractor shall allow access for residents, schools, trash service trucks, churches and businesses within the affected portion of roadway, except as required for construction for a reasonable period of time. The Contractor shall notify residents as noted within Section 7-19.

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the Work Area Traffic Control Handbook (WATCH) prepared by the Southern California Chapter of the American Public Works Association. During adverse weather or unusual traffic or working conditions additional devices shall be placed as directed by the engineer. All traffic signs and devices shall conform to the current State of California, Department of

Transportation (CALTRANS), "Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways", unless otherwise approved by the Engineer.

Fences, barriers, lights and signs shall be furnished, erected and maintained as necessary to give an adequate warning to the public at all times that the work is under construction and of dangerous conditions to be encountered as a result thereof, and warning and directional signs shall also be erected and maintained as may be required by the City. Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the following provisions:

1. For placing of barricades - $15.00 per barricade for each day or part thereof.

   For flashers - $15.00 per flasher for each day or part thereof.

   For traffic cones - $7.50 per cone for each day or part thereof.

2. In the event that the services of the Owner are required outside the normal working hours and/or days or items not noted above are furnished by the City, all costs incurred by the City shall be the responsibility of the Contractor.

The Contractor shall relocate, preserve and maintain the visibility of all signs within the project limits which affect the flow of traffic, as directed by the engineer. Any signs that are missing or found damaged shall be replaced immediately by the Contractor at his expense.

The Contractor shall provide and maintain Class II barricades along excavation edges parallel to the flow of traffic at a spacing of twenty-five feet (25'). Class II barricades mounted with flashers shall be installed around work areas in parkways. Class II barricades shall have alternating black and reflectorized white (or yellow) stripes at an angle of 45 degrees. The stripe with shall be four to six inches.

During paving operations barricades may be supplemented with minimum size eighteen-inch (18") high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty-five feet (25"). At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot (5') intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided. "No Left Turn" sign shall be provided wherever required by the Engineer.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator or other vertical obstruction.
A 4 foot wide pedestrian walkway shall be maintained in the parkway area on each side of all streets, unless otherwise authorized by the Engineer. The minimum clearance from: the edge of pedestrian walkways to any traffic lane shall be 5 feet; the edge of pedestrian walkways to any work zone shall be 3 feet; and the surface of pedestrian walkways to any overhead obstruction shall be 7 feet.

The Contractor shall, at the end of each work day, have backfilled, compacted and placed a temporary drivable roadway surface on all work areas within traveled roadways prior to leaving the job site. Failure to comply to the satisfaction of the Engineer shall result in immediate correction by City forces, and all costs shall be borne by the Contractor.
Traffic control devices shall be marked with the Contractor's name as appropriate. At no time shall any traffic control devices marked with companies or agencies other than the Contractor or subcontractors, be utilized within the work area.

All said traffic controls and safety devices shall be maintained in clean condition, with any and all graffiti removed by the end of workday on which the graffiti was first reported to the Contractor.

If the traffic control devices are deemed unacceptable by the Engineer due to being damaged, dirty, or marked incorrectly, the Contractor shall replace the traffic control devices immediately. Should the Contractor fail to furnish traffic control devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the provisions above.

5-13.1.1 Vehicular Access.
At such times as driveways are inaccessible due to the Contractor's work they shall be blocked by two (2) Class II barricades or one (1) Class II barricades and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a delineator at each side.

5-13.1.2 Signage. The Contractor shall furnish, erect and maintain all construction traffic signage as required and specified.

All construction traffic signage shall be in place prior to commencing any work, placed as needed during construction, moved as necessary and removed only upon completion of all work.

All construction traffic signage and controls shall comply with the State of California Manual of Traffic Controls, Warning Signs, Lights and Devices for use in Performance of Work Upon Highways. All construction traffic signage used in the performance of the work shall be a minimum of the encapsulated lens (high intensity) type. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices, telescoping flag trees, flags, signs, markers, portable barriers, flashing arrow signs, changeable message signs, markings and flagging equipment shall be provided and maintained in like new condition.

When a Traffic Signal is constructed as a part of the project, the Contractor shall place and maintain for one calendar month, a message board for each approach leg to a new traffic signal. The message board shall read "CAUTION - NEW TRAFFIC SIGNAL". The one month period shall begin from the day of activation. This requirement may be lessened or waived, on a case-by-case basis, by the Engineer.

The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, including holidays, all said

devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of notice to proceed to the completion and acceptance of the work. Any corrective work required to be performed by City forces shall be charged to the Contractor and paid in full before release of any bonds on the project.

All traffic cones shall be no less than 28 inches in height, except that shorter cones, 12 inches minimum height, may be permitted during striping maintenance operations where the only function of the cone is to separate traffic from the wet paint. All barricades used to delineate traffic at night or placed in or adjacent to the traveled roadway at night, shall be equipped with flashing warning lights.

Channelizers shall be required when lane restrictions, detours or other work conditions need to be maintained for periods longer than normal work hours. Channelizers shall be surface-mounted type and shall be furnished, placed and maintained at the locations shown on the plans or as approved by the Engineer and shall conform to these specifications. Channelizers shall be, at the Contractor's option, one of the following types, or approved equal: (1) Safe-Hit SH236SMA; (2) Repo "The Replaceable Post"; or (3) Carsonite, "Super Duck" SDF-436.SDF-436.

5-13.2 Traffic Control Plan

The Contractor shall provide a Traffic Control Plan to the agency for approval prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days.

The Contractor shall be required to maintain one lane in each direction when working on the roadway. Access to schools, businesses, etc. shall be maintained as necessary for their operations. If closures are authorized by the Engineer, all detour signage shall be installed prior to closure of specified portion of roadway(s), and shall be maintained during closure.
The Contractor shall make provision to allow pedestrians full access across work areas at existing crosswalks, while working within those areas.

Traffic controls, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with Subsection 7-1, of the current edition of the "Standard Specifications for Public Works Construction," including all its subsequent amendments, and the current edition of the "Work Area Traffic Control Handbook."

Traffic control and the Traffic Control Plan shall conform to the following:

a. All major streets shall remain open to through-traffic at all times, residential street will be closed to traffic only as long as it takes for material application and drying time.

b. The Traffic Control Plan shall indicate the traffic control requirements for the different types of work to be performed. The Contractor shall be

responsible for the preparation of Plans as necessary for specific items of work. These Plans shall be approved by the City's Engineer.

c. All traffic controls and safety devices, equipment and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, markings, and flagging equipment shall be provided and maintained in "like new" condition.

d. The Contractor shall furnish and properly install, construct, erect, use, and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include area affecting or affected by the work, from the start of work to the completion of the work.

In the event the slurry and cape seal ravels, a "loose gravel" (C6) sign shall be placed to adequately warn the public.

e. High-level warning devices (flag trees) are required at all times for any work being performed within the roadway unless otherwise specifically authorized by the City's Engineer.

f. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than twenty-eight inches (28") in height, except that shorter cones, twelve inches (12") high or higher, may be used during striping maintenance operations where the only function of the cones is to protect the wet paint from the traffic.

g. Type III barricades, no less than six feet (6') in length and equipped with two (2) Type "N" markers each and two (2) flashing warning lights each, shall be used to close streets, except as otherwise specifically authorized in advance by the City's Engineer for minor maintenance work of no more than one (1) working days duration on weekdays, or on holidays only, and between 8:00 a.m. and 3:30 p.m. only. Said barricades shall be placed across the full roadway at each point of closure with the distance between barricades or between barricades and curbs, not exceeding three feet (3'), except that one (1) eleven-foot (11')-wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) Type C2 "Road Closed" sign each or one (1) Type C3A "Road Closed to Thru Traffic" sign each.

h. Except for residential streets, as otherwise directed and/or authorized by the City's Engineer, two-way vehicular traffic shall be maintained at all times within two (2) eleven foot (11')-wide lanes on streets, having an effective roadway width of forty-four feet (44') or more with restricted parking, and other streets of lesser widths may be reduced to one (1) twelve-foot (12') wide lane with work activity being limited to one side at a time, and with one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers.

No reduction of the traveled way width shall be permitted on any City street before 8:00 a.m. nor after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless prior authorization to do so is granted by the City's Engineer.

Arrow boards shall be required for all lane closures on major streets.

i. Properly trained and experienced flaggers shall be provided to traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at such other times as is necessary to safely pass the traffic through or around the work area, and when so directed by the City's Engineer.

j. Vehicular access to occupied residential property may be restricted on weekdays other than holidays between the hours of 8:00 a.m. to 3:30 p.m. while essential work activity is taking place, with specific prior written approval from the City's Engineer, providing the Contractor gives the owner and/or resident at least forty-eight (48)-hour advance written and oral notice. See Part 2, "Notification of Residents," herein.

Convenient and safe pedestrian access to occupied residential property shall be maintained at all times. Access to mailboxes must be maintained at all time, such that the postal delivery service is not interrupted.

Access to vacant and unused property may be restricted at the Engineer's discretion. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

k. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired refurbished and/or replaced, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.

l. An unobstructed view of all signs and warning devices including but not limited to stop signs, stop ahead signs, street names signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers, and devices from the view of vehicular and/or pedestrian traffic to which it applies.

m. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.

n. Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and/or storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

o. Where vehicular access to abutting property must be restricted, the work shall be so selected, arranged, and scheduled that the person(s) requiring access to said abutting property and/or residents along said streets affected will be able to park within a reasonable distance of not more than five hundred feet (500') from their homes and/or destination. Residents must be supplied written notice of such restrictions a minimum of 48 hours in advance.

p. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street except as otherwise authorized or directed by the City's Engineer.

q. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to hereinabove, the City reserves the right to correct and/or mitigate any situation, which in the sole opinion of the City's Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's and/or permittee's expense, and will deduct the cost therefore from the Contractor's progress and/or final payment. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures, and shall not serve to transfer

said obligations and liabilities from the Contractor to the City or the City's agents.

r. Violations of any of the above Provisions and/or Provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the City's Engineer, shall at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor and/or permittee, or liability to the City, all as prescribed by Contractual obligation or State law, whichever is applicable.

Full compensation for furnishing all labor, materials, tools, equipment, flaggers, lights, channelizers (surface mounted), temporary striping, barricades, portable flashing lights, flashing arrow signs, traffic control and detour plan, and incidentals required to comply with the provisions specified and referred to herein above, to provide all required traffic and pedestrian control for the duration of this contract, all as shown and as specified, shall be paid as specified in Section 01200 of the General Requirements and no other compensation shall be made therefore.

5-13.3 Edison Energized Conductors. The Contractor hereby promises and agrees that in the performance of the Work, he will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined as follows:

"Qualified Person". A person by reason of experience or instruction is familiar with the operation to be performed and hazards involved.

Contractor further promises and agrees that the provisions of this paragraph shall be and are binding upon any Subcontractor or Subcontractors that may be retained by it, and that the Contractor shall take such steps as are necessary to insure compliance by said Subcontractor or Subcontractors with the requirements of this paragraph.

5-14 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE.

5-14.1 Responsibility for Damage. The Contractor agrees to and does hereby indemnify, defend and hold harmless the City, its elected officials and the Consultant and their officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, including attorney's fees and costs, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to loss or theft of property, (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the contractor upon or in connection with the work called for in this agreement, except for the liability resulting from the sole negligence or willful misconduct of the City, its elected officials and their officers, employees and agents who are directly employed by the City and the Consultant; and

(b) any injury to or death of persons or damage to property caused by any fault, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the City, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off City property, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose act or omissions any of them may be liable, regardless of whether or not caused in part by any act or omission (active, passive, or comparative negligence included, excepting the active negligence of the District) of a party indemnified hereunder.

(c) The Contractor, at its own expense, cost, and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against the City, its elected officials, officers, agents and employees and the Consultant, against any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the City, its elected officials, officers, agents or employees, in any such action, suit or other proceedings as a result thereof.

5-15 NO PERSONAL LIABILITY. Neither the City Council, the Engineer, the Consultant, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

5-16 CONTRACTOR'S RESPONSIBILITY FOR WORK. Except as provided above, until the formal acceptance of the Work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by act of the federal government or the public enemy.

The City of Redlands shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

The City shall not be responsible for security of the Contractors equipment or materials at the site. The City will not be responsible for theft or damage to any property or materials of the Contractor. Security for Contractor’s property shall be the responsibility of the Contractor.

5-17 WARRANTY OF WORK. The Contractor shall guarantee the Work against defective materials or workmanship for a period of (1) year from the date of completion date specified in the Notice of Completion, except where longer warranty periods are specifically stated. As specified in Section 2-4 in the GENERAL CONDITIONS, the Performance Bond shall remain in full force and effect during the warranty period.

All work which has been rejected, shall be remedied, or removed and replaced, by the Contractor at his own expense, with work conforming to the Plans and Specifications. Any defective material or workmanship which may be discovered before final acceptance or within (1) one year from the completion date specified in the Notice of Completion shall be corrected immediately by the Contractor at his own expense notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver at the time of final acceptance a complete project that complies in all details with these Contract Documents. All items shall be ready to operate.

Any omission or failure on the part of the Owner to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The Owner will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the Owner is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

During the (1) one year warranty period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by the Owner, it is agreed that the Owner may make such repairs and replacement and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his Surety.

Nothing in this section shall be construed to limit the rights of the Owner to immediately correct conditions which may be unsafe or which may pose a public health nuisance. Should said conditions later be found to be caused by defective material and/or workmanship, the Contractor and his Surety shall reimburse the Owner for costs reasonably incurred while attending the situation.

In the event it is necessary for the Owner to file suit to enforce any liability of the Contractor pursuant to this sections WARRANTY OF WORK, the Owner shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Owner in successfully enforcing the Contractor's obligations, all to be taxed as costs and included in any judgment rendered.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Document or by law. The remedies provided herein shall not be exclusive and the Owner shall be entitled to any and all remedies provided by law.

5-18 NOTIFICATION OF RESIDENTS/BUSINESSES. The Contractor shall notify all residents, firms, institutions, agencies, and utility companies which may be affected by the work. Notification shall be by hand delivery of an approved notice within the project limits approved by the City. The notification process shall consist of two notifications, one prior to the start of construction for all properties within the project area and a second notification at least seven days in advance of any activity which may impact each specific property. In the event of any work within the downtown

area, the distribution of the second notification shall be at least fourteen days in advance of any activity. Activities impacting said properties and, therefore, requiring the above said notices include the following: the work itself; closure or partial closure of the street; and disallowance of street parking and disallowance of vehicular ingress to or egress from the property.

Said firms, institutions, agencies, and utility companies which must be notified of proposed work shall include, but are not limited to the following: public schools, private schools, day care centers, postal service, hospitals, governmental services, police department, fire department, ambulance services, Omnitrans, solid waste collection, and City street sweeping.

The proposed notice shall be submitted to the Engineer at least seven calendar days prior to the date of distribution for review and approval. The submittal shall also include a map identifying the limits of the work and proposed limits of distribution. The printed notices shall contain a general description of the work to be done, the name of the street with limits, the day and date of the work and the name and telephone number of the Contractor. The notice shall also include a statement that there will be no disruption of trash collection schedules and that trash should be set out by 6:00 a.m. on the scheduled day of pickup. If on-street parking will be affected the notice shall include a statement that no on-street parking will be allowed between the hours of 7:00 a.m. and 5:00 p.m. on the day of work, and a statement that it will be necessary to tow away parked vehicles at the owner's expense per California Vehicle Code CVC 22651L and CVC 22654D.

The Contractor will provide City with the dates and addresses of when project notifications are delivered to affected properties. City will verify the notification process is completed in compliance with the requirements of the specifications. Work will commence when City approves Contractor’s compliance with the requirements set forth in the specifications.

If on-street parking is affected, the Contractor shall also post pre-approved "NO PARKING-TOW WAY" signs on 1 x 2 wood stakes or barricades at one hundred foot (100’) maximum spacing along the affected areas of the street, 48 hours prior to the start of the work. The "NO PARKING-TOW AWAY" signs shall contain the day, date, and hours that parking will be prohibited on that particular street and a statement that parked vehicles will be towed away at owner's expense per California Vehicle Code CVC 22651L and CVC 22654D. The Contractor shall maintain said signs throughout the day of work, and shall start the removal of said signs by 4:00 p.m. and complete the removal by 6:00 p.m. on said day of work or as otherwise directed by the Engineer.

The Contractor shall document the day, date, and time the signs are installed because the no parking restriction cannot be enforced until the signs have been in place 24 hours. Posting of signs on trees, utility poles, light standards and other existing parkway improvement is strictly forbidden.

In the event of street resurfacing operations, the notices to residents shall contain a statement that the street to be resurfaced will be closed to vehicular traffic, and the suggestion that if they require the use of their vehicles on the day of the resurfacing work, they should consider parking their vehicle on a nearby street which is not scheduled for a resurfacing application.

In the event scheduled work is delayed, the Contractor shall immediately remove all "NO PARKING" signs. The contractor must notify all previously notified, in person and with printed notices, that the

work will be rescheduled and that they will be re-notified 48 hours in advance. The Contractor shall have an adequate supply of approved notifications for distribution to residents.

Full compensation for conforming to these requirements shall be considered as included in the various Contract items of work involved, and no additional compensation will be allowed therefore.

Failure to comply with this section shall result in a penalty assessment imposed of up to $10,000 per violation at the City's discretion.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. - *Add the following paragraph:*
Contractor shall notify Underground Service Alert (USA) at 1 (800) 227-2600, two working days prior to starting work, and must submit verification number to the City prior to starting work.

6-1.2 Commencement of the Work. - *Amend the second sentence as follows:*
"The work shall start within 10 days thereafter, and be diligently prosecuted to completion within the Contract Time."

6-3 TIME OF COMPLETION.

6-3.1 General. - *Add the following sentence:*
The time of completion of the Contract shall be expressed in consecutive calendar days.

6-4.1 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 City will complete assurance testing throughout the project by an independent testing firm. The City will perform the first compaction test required at any location. If such test does not meet the required specifications, the City will make additional tests until the required compaction is obtained and withhold from the final payment due the Contractor, the cost of all such additional tests. To be acceptable, tests must be ordered and witnessed by the City. Tests will be ordered by the City and performed at a location and depth as directed by the City. The Contractor shall assist the City in performing these tests as necessary. The Contractor shall provide to the City the maximum dry density and the optimum moisture content results of backfill and bedding material when requested by the City.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-4 PAINT FOR STRIPING AND MARKINGS.

214-4.1 General. - *Amend the first sentence in paragraph 4 as follows:*
"Glass beads conforming to 214-3 shall be mechanically applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. - *Amend as follows:*

Amend paragraph 3 as follows:
"The natural ground surface shall be cleared of all vegetable growth, such as trees, logs, upturned stumps, roots of downed trees, brush, grass, weeds, shrubs, ground cover, tree stumps, decorative landscape rocks, edging, railroad ties, other decorative landscape treatments, boulders, rock, portland cement concrete, and all other objectionable materials, within the limits of construction."

Add the following paragraphs:
Grubbing and removal of organic debris shall include the repair and/or replacement of all parkway irrigation piping and systems necessary to perform work on this Contract and capping pipelines until such time that permanent repairs and/or replacements have been made.

All debris removed from the project site under this item shall be disposed of at an approved dump site. All transportation costs and dump fees shall be borne by the Contractor.

Clearing and Grubbing shall include, but is not limited to, the following:

1. Removal of existing AC berms.

2. Removal of all curb and gutter, cross gutters, and spandrels shall be replaced within three (3) calendar days. The Asphalt Concrete patch for areas with curbs and gutters removed and replaced shall be placed within two (2) working days after the curb and gutter, cross gutters, and spandrels are replaced. Removal of all sidewalks shall be replaced within three (3) calendar days.

3. Saw cut and removal of poles, posts, PCC pavements, curb, gutter, and sidewalk. Holes resulting from removal of existing poles and posts from existing PCC, AC pavements and curbs and gutters, shall be filled or patched with like materials. Self-propelled drop hammers will not be allowed for removals.

4. Removal of all raised pavement markers not conforming to the approved plan or conflicting with the proposed striping as shown on the plans in accordance with Subsection 312-3, Removal, of the Standard Specifications.

5. Removal and disposal of boulders, rock or PCC.

6. All trees and shrubs less than 3m (9 ft) directly above the entire sidewalk surface shall be trimmed and removed by the contractor to allow a clear path of travel for pedestrians.

7. Irrigation system relocation:

   Any irrigation systems in conflict with the proposed improvements that are removed, damaged, disturbed, or broken shall be modified, repaired, and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials,

equal or better than the original materials, with 20 mm (3/4 in) Schedule 40 PVC being the minimum acceptable for underground lines and 13 mm (1/2 in) Schedule 80 being minimum acceptable for risers and with the systems not being out of operation for more than two (2) days. No payment for work associated with the irrigation repair will be released, until all irrigation is complete, operable and accepted by the City.

All trees, shrubbery and lawns deprived of normal irrigation watering due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery or lawns die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations the Contractor shall replace same with the same plant species and size. Existing grass lawns within areas that must be excavated and/or re-graded shall be cut into approximate 305 mm (1 ft) squares, removed, protected, cared for and replaced as soon as possible. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

8. Existing inlets, slotted drains, drainage pipes, concrete gutters, drainage pipes, where any portion of such structure is within 1m of the grading plane in the excavation areas, or within 300 mm (1 ft) of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of accordingly.

9. Removal and disposal of existing drainage inlet structure and PCC or AC apron.

10. The Contractor shall dispose all materials not being salvaged outside of the right-of-way and shall pay for all costs for disposal.

11. Removal and disposal of any abandoned utilities that may interfere with the improvements.

12. Self-propelled drop hammers will not be allowed for removals.

300-1.3.1 General. - *Add the following paragraphs:*
The Contractor shall dispose portland cement concrete, stone rubble, and brick at an approved dump site.

All reprocessed asphaltic cement concrete may be placed as the lower course of crushed aggregate base material. If the Contractor chooses not to reprocess the material, disposal at an approved dump site shall be required. All costs for disposal shall be borne by the Contractor. If the Contractor chooses to reprocess material, it shall be protected and remain contaminate-free, otherwise disposal at an approved dump site will be required with all costs borne by the Contractor.

All reprocessed asphaltic cement concrete to be used as crushed aggregate base shall be ground to conform to Section 200-2.2.

300-1.3.2 (a) Bituminous Pavement. - *Amend the following:*

Amend the second sentence as follows:

"Saw cutting of edges to be joined shall be with a power-driven saw. The groove shall be cut to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"Where bituminous pavement is to be removed, a cold mill header cut of maximum 6 feet (1.8 m) in width perpendicular to the join line shall be made, and a minimum laying depth of 1 inch (25mm) of new pavement material shall be provided at the join line."

Amend the fourth sentence as follows:
"The edges of existing concrete pavement adjacent to the trench shall be saw cut to neat straight lines for the purpose of removing the damaged pavement areas."

Add the following sentence:
Work under this item shall include asphalt concrete berms.

300-1.3.2 (b) Concrete Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cuts shall be made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"If a saw cut in concrete pavement falls within 5 feet (1.5 m) of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge."

300-1.3.2 (c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways and Alley Intersections. - *Amend the following:*
Amend the first sentence as follows:
"Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"No section to be replaced shall be smaller than 36 inches (1 m) in either length or width."

Amend the fourth sentence as follows:
"If the saw cut in sidewalk or driveway would fall within 36 inches (914 mm) of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches (300mm) of a score mark, the saw cut shall be made in and along the score mark."

Amend the fifth sentence as follows:
"curb and gutter shall be sawed to a depth of 4 inches (102 mm) on a neat line at right angles to the curb face."

300-1.3.2 (d) Striping and Markings. All existing striping, markings and raised pavement markers shown to be removed or necessary to be removed from paving areas. This item includes removal in compliance with applicable laws and cleanup of residue from the operation.

All striping, markings and raised pavement markers removed beyond the limits shown on the plans for and/or at the convenience of the Contractor shall be replaced at the Contractor's expense.

300-1.3.2 (e) Structures. All existing concrete structures (reinforced or non-reinforced) as shown on the plans to be removed or abandoned, including but not limited to, undersidewalk drains, manholes, headwalls, bulkheads, drop inlet structures, energy dissipaters, catch basins, vaults and pipelines. Abandonment shall include all cuts and concrete plugs necessary to seal ends or openings of abandoned pipes or structures.

300-1.3.2 (f) Rock Curbs. All rock from rock curb removals, as shown on the plans or required for construction of the project, shall be transported, delivered and unloaded at a storage site as directed by the Engineer.

300-1.3.2 (g) Miscellaneous Removals. All other removals of facilities, as shown on the plans but not covered under separate bid items, and any underground facilities found during the work and not shown on the plans shall be performed. The City has endeavored to show all known underground facilities but is not responsible for unknown or abandoned facilities. Unknown underground facilities shall be paid as extra work.

300-1.3.2 (h) Miscellaneous Relocations. All relocation work as shown on the plans or required for construction of the project, but not covered under separate bid items, shall be included as a part of Subsection 300-1 Clearing and Grubbing. All relocation work performed as a part of clearing and grubbing work shall conform to the requirements and specifications of the agency or utility having jurisdiction over the item to be relocated.

300-1.4 Payment. - *Add the following sentence to paragraph 1:*
Payment for work on this item shall be made as a percentage of the work completed at each monthly payment.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2.2 Wet Material. - *Amend the second sentence of the paragraph:*
"If such high moisture content is not the result of any action on the part of the Contractor, or inaction in protecting the work during the course of the contract, the work involved will be paid for in the following manner: Over-excavation and disposal work shall be considered "extra work," with backfill and compaction of crushed aggregate base paid under the appropriate bid item in these specifications."

300-12 MISCELLAENOUS GRADING. The parkway, whether landscaping exists or not, shall be graded and compacted to achieve drainage towards the street at a slope of 2%. Grading shall be coordinated such that it is the last item of work to be completed, prior to site clean-up. Loose material and dirt shall be raked, compacted and distributed throughout the parkway area. Areas adjacent to installed improvements must be graded to a level within one inch from the finished surface. Extra dirt/fill shall be removed from the project in accordance with Specifications.

The Contractor, at his expense shall photo-document pre-construction conditions prior to starting excavating. After construction is completed, the Contractor shall photo-document the finished grade. The Contractor shall provide the City with said photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc). The Contractor shall keep a copy of the photos (either electronically or hard copy) and provide the City with electronic copies of the photos.

SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction. - *Amend the second sentence of paragraph 1 as follows:*
"When base material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches (150mm) of such subgrade material shall be compacted to a relative compaction of 95 percent."

301-2.1 General. – *Add the following paragraphs:*
The contractor shall use 'crushed aggregate base' or 'crushed miscellaneous base, fine graded' as the base material. The use of 'processed miscellaneous base,' 'select subbase,' or 'disintegrated granite' shall not be used as base material.

The contractor may use 'pulverized miscellaneous base' (grindings) as part of the crushed base material. Said grindings shall be uncontaminated and placed in an even thickness as the lower course of crushed base material. Spreading and compacting shall comply with Sections 301-2.2 and 301-2.3.

301-2.3 Compacting. – *Amend the second sentence of paragraph 3 as follows:*
"Compaction in the excepted areas shall be as specified in 211-1 with each layer of compacted base material having a minimum relative compaction of 95 percent."

301-2.4 Measurement and Payment. – *Add the following paragraph:*
Payment shall be made for cold-planing, storing, placing, and compacting reprocessed asphalt concrete pavement (grindings) as part of the crushed aggregate base (CAB) material. The volume of grindings placed shall be figured and a tonnage figure computed using 9.35 kg/m^3 (150 pounds per cubic foot). This tonnage figure shall be paid as part of the crushed aggregate base tonnage for this project.

301-6 FULL DEPTH RECLAMATION WITH MECHANICAL STABILIZATION (FDR-25)

301-6.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 25 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

301-6.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of roots, weeds, wood, and construction debris. All grass and other vegetation shall be removed from the edge of the exiting pavement or lip of gutter pan to prevent contamination of the pulverized bituminous material during the milling operation.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-6.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final subgrade surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized asphalt material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-6.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture prior to

shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

301-6.5 Finishing. The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

301-7 FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION (FDR-200)

301-7.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 200 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present, and adding cement. Micro-cracking of the completed cement stabilized surface is required before HMA is to be placed directly on top of the cement treated surface, regardless of the AC thickness. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

The cement content must be 2% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 6" FDR section. The cement content must be 3% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 9" FDR section. The cement content must be 4% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 12" FDR section. Cement must be Type II or Type V Portland cement specified in ASTM C 150/150M.

301-7.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of grass and vegetation, and construction debris to prevent contamination of the pulverized materials. Mixing shall continue until, and at the speed of the recycling unit

adjusted to ensure, a homogenous mixture of the above materials and pulverized materials are achieved.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications. Excess pulverized material shall consist of non-treated well mixed pulverized AC pavement and subgrade.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-7.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final pavement surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all the pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-7.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture before shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

Recycling shall be performed to the depth provided in the plans, while incorporating stabilizing agents, mineral filler, additional aggregate and water. Mixing shall continue until, and the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials is achieved. Pre-cutting, grading and light compacting of the recycled material shall be performed prior to incorporation of the stabilizing. Spread cement uniformly over

the full roadway surface width. Do not spread cement more than 30 minutes before mixing. Do not apply dry cement in windy conditions that will result in dust outside the FDR with cement area. The application rate must be the mix design rate or the ordered application rate in lb/sq yd ± 0.5 percent. The application rate of all stabilizing agents shall be continuously monitored. If the measured application rate falls outside the above tolerance, then the recycling operations shall be stopped and corrected before proceeding. Do not spread cement and aggregate before pulverizing.

Water must be injected through the pulverizing machine. The injection rate of mixing water must be sufficient to produce the FDR with cement material mixing moisture content. The water content of the stabilized material shall be monitored closely to ensure proper compaction. Mark where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark. Before compacting, remove solids larger than 3 inches in any dimension by hand.

Immediately after pulverizing and mixing, compact FDR with cement to the minimum relative compaction. Do not allow more than 2 hours between final mixing of the pulverized material with cement and completion of initial compaction before trimming. During grading and final compaction add water to maintain the mixing moisture content as described in the mix design. Do not allow more than 2 hours to elapse from the time water is added to the aggregate and cement to completion of final compaction after trimming.

Longitudinal joints between adjacent stabilization passes shall be overlapped at least 4 inches. Transverse joints between the recycling process shall be saw-cut, if necessary, to provide a vertical clean face to ensure proper compaction. Compaction of cementitious stabilizer begins within 20 minutes after mixing and achieving gradation and moisture requirements.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent FDR with cement.

301-7.5 Finishing. Once the entire working width (full lane width plus effected shoulder width) has been stabilized, and only after primary compaction has been completed, the entire working width shall be graded to the required profile and cross-slope. Disturbance to the stabilized and primary compacted material shall be kept to a minimum during this grading and shaping operation.

The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Immediately after compaction, apply water and roll with no vibration. The finished surface must be free of ruts, bump, indentations, segregation, raveling, and any loose material.

The completed cement treated subgrade shall be moist cured continuously until it is in a firm and unyielding condition. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. Moisture curing shall be the only method of curing prior to micro-cracking.

Micro-cracking shall be performed with several vibratory roller passes 48 to 72 hours after finish grading to prevent severe, wide cracks from forming thus reduces the potential for reflective cracking through the HMA layer. Micro-cracking shall be performed before the application of asphaltic emulsion curing seal. After micro-cracking is complete additional moisture curing may be used. Any additional water required to achieve maximum density shall be applied by spraying the surface of the stabilized material with light applications. Care shall be taken so as not to over-apply additional water to any areas of the stabilized material.

While open to traffic and before placing HMA, maintain the FDR with cement surface free of ruts, bumps, indentations, raveling, and segregation. If FDR with cement material is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

Asphaltic emulsion curing seal must be applied on the completed cement treated base immediately before placing HMA. Asphaltic emulsion curing seal must comply with Caltrans Standard Section 94, Grade SS1 or CSS1. Dilute and thoroughly mix asphaltic emulsion for curing seal at a ratio of 1 part water to 1 part asphaltic emulsion. The water must no cause premature separation of the emulsion. Uniformly apply the diluted curing seal at a rate of 0.1 gal/yd2 of cement treated base surface.

SECTION 302 - ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING.

302-4.3.1 General. – *Add the following paragraphs:*
All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weigh master's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall provide a drive upon scale at the project site or an alternate site approved by

the City. The drive on scale shall show the net weight of the aggregate bin on each slurry machine before the machine and product will be approved for applying slurry on the project.

All slurry machines are to carry, at all times, a calibrated emulsion measuring stick. The emulsion measuring stick is to be calibrated in 10-gallon increments to the slurry machine it is used on. Emulsion measuring sticks from other slurry machines will not be allowed to measure the gallons of emulsions on the slurry machines they were not calibrated to. The emulsion measuring stick is to have the slurry machine number or identification permanently marked on the stick. The gallons of emulsion are to be measured with a calibrated emulsion measuring stick and recorded before leaving and after returning to materials site. Use of a slurry machine will not be allowed if it does not have a calibrated emulsion measuring stick.

The Contractor shall furnish prior commencing work, a calibrated stick in 10-gallon increments to measure the oil in the trailer storage tanks in gallons. The measuring stick shall be calibrated to the trailer storage tank it is used on. The inspector shall check the oil in each load "in and out" and in the storage tanks at the beginning and end of each day to determine the amount of emulsion used for that day. Emulsion is not to be transferred from delivery tank to on-site storage tank before the City performs the sieve analysis on the emulsion. Aggregate used in the slurry shall not exceed a moisture content of four percent (4%) by weight of dry aggregate.

Contractor may not schedule more than 150 tons of slurry to be placed per day. Slurry may not be applied at more than 150 feet per minute.

The Contractor shall provide a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system. The Contractor shall roll the required streets the same day they are slurried. The Contractor will be responsible for proper scheduling of the work such that the rolling can be properly done within the given time constraint. Failure to comply shall result in a $250.00/calendar day liquidated damage being assessed per incident. The cost of furnishing the roller and operator shall be included in the price paid for slurry seal.

The Contractor is hereby advised that City streets, parking lots, or other City-approved property will not be allowed as a site for stockpiling and batching. Arrangements for an acceptable site shall be the sole responsibility of the Contractor.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall be adjusted to the field conditions of the raveling. If raveling continues within two (2) weeks of the initial placement, the street shall be swept and reslurried with a Type I mixtures (Local Streets) or a Type II (Arterial/Collector Streets) at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least fourteen (14) calendar days prior to slurrying. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to slurrying. Full

compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for slurry seal.

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal. Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches. Use a material, such as building paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the material after use. Use hand tools to remove spillage.

Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore. The Contractor shall supply the City with licensed weighmaster's certificates of weight for all delivered aggregates to the job during the course of each day. Aggregate shall be delivered to the project only in the presence of a City representative. The Contractor shall also present weighmaster certificates for the amount of such aggregate remaining at the completion of the project at no cost to the City. Payment shall be determined by the amount that is physically placed, which cannot exceed the amount that is delivered to the job site with the certified weighmaster tickets. There shall be not outside work done utilizing materials from the tanks or stockpiles stored for the City's Contract.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The Contactor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the City.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

302-4.8 Spreading and Application. - *Add the following paragraphs:*
Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind or sandblast completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is necessary to provide a good bonding surface for the slurry seal, as well as eliminate "ghosting" of the old striping and markings as the new slurry wears off over time.

It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at their own expense, to provide for and protect the work from

such water. In addition, the Contactor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.

Slurry shall not be applied when the atmospheric temperature is less than 65°F (18°C).

The application of slurry shall not commence until after 8:00 a.m., and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

Each slurry crew shall be composed, at a minimum, of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, two squeegee men, and sufficient laborers for any handiwork and cleanup.

Surface oil and grease shall be removed or sealed with shellac or an equivalent material approved by the City before the application of the slurry seal. Full compensation for surface oil and grease removal shall be considered as included in the unit cost for slurry seal.

The Contractor shall roll all cul-de-sacs (the last 250' minimum), the last 250' of dead-end streets and knuckle curves. Full compensation for rolling the slurry shall be considered as include in the unit cost for slurry seal.

During slurry seal operations, it shall be the Contractor's responsibility to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, pavement markers (reflective and non-reflective), concrete gutters, concrete cross gutters, and drainage facilities, survey monuments and remove said covering and/for slurry seal coating after slurry sealing has been completed.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

302-4.8.1 Crack Sealing and Filling. Crack sealing shall be performed prior to the Slurry Seal application. Pavement cracks 1/4" wide and larger shall be sealed. Pavement cracks 1/8" to 1"

wide shall be cleared of all loose particles of dust, dirt and laitance with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out as necessary to provide a reservoir for the sealer that will have a depth of l" to 1 1/2".

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. - *Add the following paragraphs:*
Asphalt concrete pavement structural sections equal to or greater than 3 inches (76 mm) in thickness shall be installed in two lifts. Base course aggregate material size shall be ¾ inch (19 mm) and cap course aggregate material size shall be ½ inch (13 mm). All pavement shall be placed over 4 inches of crushed aggregate base, unless compacted to 95% relative compaction.

All valves within project limits in the public right-of-way shall be raised to finish grade as a part of this work. The Contractor shall furnish and install new can or slip can materials as necessary. If new water valve lids are necessary, they shall be supplied by the Municipal Utilities and Engineering Department. All valve can lids within the project limits in the public right-of-way shall be painted the appropriate color for the utility they represent (ie. Water - Blue, Gas - Yellow, Fire – Red, etc.).

302-5.2 Timeline of Paving Operations.
All paving operations shall follow the timeline and requirements shown below unless otherwise approved by the City:

PAVING TIMELINE				
DESCRIPTION OF WORK	TIME PERIOD			
	WEEK 1 (DAY 1-7)	WEEK 2 (DAY 8-14)	WEEK 3 (DAY 15-21)	WEEK 4 (DAY 22-28)
PAVING (START TO FINISH) (1)				
CURE PERIOD (2)				
MANHOLE ADJUST TO GRADE (3)				
STRIPING & PAVEMENT MARKINGS (4)				
TRAFFIC LOOPS (5)				
NO PARKING SIGNS ALLOWED (6)				

Note: All time periods shown above are the maximum amount of allowable time for each activity. This timeline does not apply to the installation or repair of curb and gutter, ac dikes, sidewalks, cross gutters, curb ramps, driveway approaches or truncated domes.

(1) In no case shall any street segment remain unpaved longer than three calendar days if no other work activity is being performed on that street segment. Any deviation from the timeline shall result in a penalty assessment of $1,000 per calendar day.
(2) No work except cat tracking of proposed striping is allowed during this period; therefore "No Parking Signs" shall not be installed during this activity.
(3) Once each manhole is exposed, all associated work to adjust it to grade must be completed within 48 hours. This shall include all adjustments of manholes, vaults, valve cans, etc. as required by the Contract.
(4) All cat tracking and approval of proposed striping shall occur during the cure period.
(5) Traffic loops must be installed after the approval of striping layout and prior to the installation of thermoplastic striping and pavement markings.
(6) "No Parking Signs" shall be installed per Section 7-19 of these specifications.

302-5.4 Tack Coat. – *Delete and replace with the following:*
If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of High Performance Seal (HPS) No-Track Tack at an approximate rate of 0.05 gallon per square yard shall be uniformly applied upon the existing pavement preceding the placement of asphalt concrete. The surface shall be free of water, foreign material, or dust when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Engineer.

302-5.5 Distribution and Spreading. – *Add the following:*

Unless otherwise permitted by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widening, turnouts, left-turn pockets, and other such areas, shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes are changed, the top layer for the through lanes shall be paved first. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed or unless directed by the Engineer.

All screed extensions for paving machines shall be provided with a tamper, roller, or other suitable compacting devices.

Asphalt pavers shall be equipped with automatic screed controls and a sensing device or devices. Automatic grade and slope control shall be used for overlays.

All joints shall be sealed after rolling.

When placing asphalt concrete to the lines and grades noted in the plans or as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 ft. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 ft long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 ft. tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting the next day's work.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection 302-5.6.2 - Density and Smoothness, of the Standard Specifications, the paving operation shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. A drop-off of more than 0.15 ft will not be allowed at anytime between adjacent lanes open to public traffic.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 ft. nor less than 5 ft. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

302-5.6.1 General. - *Add the following paragraph:*
All asphalt concrete pavement abutting portland cement concrete gutters shall match and be flush with the gutter lip when finish rolling is complete.

302-5.6.2 – Density and Smoothness. *– Delete and replace with the following:*
The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The finished surface shall meet the following smoothness criteria:

- When a 12 foot long straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade,
- When a 12 foot long straightedge is laid on the finished surface perpendicular to the centerline of the roadway and extends from edge to edge of a traffic lane, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade.

If the top layer of pavement does not comply with the smoothness specifications shown, remove and replace the entire section or complete a grind and overlay of 1.5 inches or 3 times the aggregate size, whichever is greater. Grind and overlay will be considered as a repair method only when the thickness of the asphalt pavement section is greater than 1.5 inches following the required grinding. Corrected section shall be rectangular to the nearest pavement edge or lane line and to a crosswalk, concrete spandrel or other limits approved by the City. Do not begin corrective actions until the method and limit of correction is authorized by the City. If the tolerances cannot be achieved by the methods described above, the contractor must re-pave the street section, in kind, at their own expenses.

The compaction after rolling shall be a minimum of 91 percent and a maximum of 97 percent of the density obtained on samples compacted with the California Kneading Compactor per California Test 304. Cores will be taken randomly by the City for laboratory testing per California Test 308, Method A at a frequency of three per lot. A lot shall consist of a maximum of 3,000 square yards of asphalt concrete and will be identified in the field by the City. The cores will be averaged to determine the percent of maximum theoretical density, as determined by ASTM D-2041, per lot to the nearest tenth of a percent.

Reduced payment factors for percent of maximum theoretical density will be per the following table, and will be applied to the entire lot sampled.

Reduced Payment Factors for Percent of Maximum Theoretical Density

Asphalt Concrete percent of maximum theoretical density	Reduced payment factor	Asphalt Concrete percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

In addition to the reduced payment factors below, all costs associated with the testing of the lot which resulted in values outside of the 91-97 percent range, will be withheld from the final payment due to the Contractor.

Following completion of the testing by the City, the core locations within the asphalt pavement shall be repaired by the Contractor.

302-5.6.3 Tracking. All areas receiving asphalt pavement shall be protected from tracking onto adjacent areas. Do not allow traffic on new asphalt pavement until its mid-depth temperature is below 140º Fahrenheit to minimize the tracking.

A rock dust blotter coat per Section 302-9.7 or a sand coat at a rate of 1-2 pounds per square yard shall be applied to the compacted surface for all areas where tracking is a concern. The application of tracking prevention measures shall be determined by the Contractor.

A haul route for all paving operations shall be reviewed and approved by the City prior to the start of any construction activity. No deviations from the approved haul route shall occur unless approved in writing from the City.

All tracking onto adjacent streets, striping or pavement markings shall be the responsibility of the Contractor. All striping and pavement markings shall be removed and replaced in kind by sandblasting. All tracking onto roadway surfaces may require the use of a street sweeper to the satisfaction of the City.

302-5.7 Joints. – *Add the following:*
Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected. Longitudinal and transverse joints shall be tested with a 12' straightedge and shall be cut back as required to conform to the provisions in Subsection 302-5.6.2 Density and Smoothness for surface smoothness. Connections to existing surfacing shall be feathered to conform to the provisions for smoothness.

Longitudinal joints in the top layer shall correspond with the edges of proposed lane striping. Longitudinal joints in all other layers shall be offset not less than 0.5' alternately each side of the edges of traffic lanes.

All feathered joints shall be sealed after rolling.

302-5.9 Measurement and Payment. – *Add the following:*
Reduced payment factors per 302-5.6.2 will be applied to the Contract Unit Price for lots with a Maximum Theoretical Density less than 91.0 and greater than 97.0 percent.

302-5.10 Hot Asphalt Leveling Course. Areas to receive the Hot Asphalt Concrete Leveling Course shall be determined and defined by the project manager and inspector, and identified to the Contractor in the field. Mix for hot Asphalt Concrete Leveling Course shall be 1/2 inch aggregate, C2, as defined in Section 203-6.4.3.

Areas to receive hot asphalt concrete leveling course shall be areas located near or adjacent to existing curbs and/or gutters that are potholed, or have the lip of gutter higher than the adjacent roadway. Potholes, large cracks, or ruts shall be filled to the surrounding grade elevation and compacted. Hot Asphalt Concrete Leveling Course shall be completed prior to the placement of Type II Slurry Seal, ARAM or resurfacing.

Prior to placement of asphalt concrete, the surface shall be cleaned and all debris and deleterious materials shall be removed. A tack coat meeting the material and application requirements of Section 302-5.4 Tack Coat, shall be applied prior to placement of hot mix asphalt concrete.

302-5.11 Asphalt Pavement Crack Sealing and Filling. Crack sealing shall only be performed as a repair method for conventional hot mix asphalt pavement (HMA) and not installed at project locations which will have asphalt rubber hot mix (ARHM) used as the overlay material. Crack

sealing shall be performed after milling of existing asphalt surface and prior to any leveling course, if necessary.

Right after milling of existing asphalt and before crack sealing or filling, Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least seven (7) calendar days prior to paving. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to paving. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for paving.

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General. - *Delete the first sentence of paragraph 1 and replace with the following:*
"Concrete bridges, culverts, catch basins, retaining walls, abutments, piers, footings, foundations, drainage inlets, head walls, end walls, wing walls, junction structures, transition structures, manholes, and other similar types of portland cement concrete structures shall be constructed to the lines and grades in conformity with the Plans and Specifications.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. - *Replace the last paragraph with the following:*

No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

The Contractor shall barricade and protect placed PCC from all damage, marks, mars, and/or graffiti. Any PCC damaged, defaced, discolored, or defective shall be replaced at the Contractor's expense.

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

303-5.1.2 Drainage Outlets Through Curb. - *Add the following paragraph*:
Coring shall be required for all drains through existing curbs.

303-5.1.3 Driveway Entrances. – *Replace the last paragraph with the following:*
Driveway approaches where required, shall be 150 mm (6") thick for single-family residential area, and 200 mm (8") thick for commercial driveway approaches.

303-5.1.4 Walk. The back of sidewalk shall be 2 inches from the street Right-of-Way line unless otherwise specified by the Engineer.

Included in the price of sidewalk construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

303-5.1.5 Access Ramps. Construction of curb ramps shall conform to the Type and Case appropriate for the condition, as specified on the plans and as shown within the 2012 Standard Plans for Public Works Construction, Plan 111-5. The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum slope indicated on the plans or Standard Plan 111-5. The maximum slope for the ramp shall not be exceeded unless otherwise approved in writing by the Engineer. The Contractor shall remove and replace access ramps deemed non-compliant with the plans or Standard Plan 111-5.

For proposed locations adjacent to a cross gutter spandrel, sawcuts along the radius of the curb will not be allowed. The spandrel shall be replaced from expansion joint to expansion joint to the extents of the curb removal. For proposed locations adjacent to curb and gutter, sawcuts along the flowline of the curb will not be allowed. The entire curb and gutter shall be replaced from expansion joint to expansion joint as required. Sawcuts at locations other than the expansion joint

will not be allowed unless approved by the Engineer. Curb cuts of the existing curb will not be permitted for installation of proposed ramp. Any deviation from these requirements will result in rejection of all work at this location and shall not be included in progress payment requests until corrected, per direction from the Engineer.

The Contractor shall verify the extents of sawcut and removal for each access ramp taking into account the maximum slope and transition area required. It shall be the Contractor's responsibility to identify required removal limits, set concrete forms and verify maximum slopes are not exceeded. The Engineer shall be present to verify the concrete forms prior to the placement of the concrete at each location, however this does not alleviate the responsibility of the accuracy of forms or slopes of the access ramp from the Contractor.

Included in the price of access ramps are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished ramp surface, as a result of grade differentials from existing ground surface to proposed ramp surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Access Ramps shall have truncated domes installed in accordance with standard plans and specifications. Truncated domes on new access ramps shall be Armor-Tile, Cast in Place System, or approved equal. Truncated domes installed on existing surfaces shall be Safety Sted TD, or approved equal. Truncated dome panels shall be 36"x48", inline configuration, with a spacing of 2.35" on center, and Federal Yellow in color.

The access ramp work shall include all related adjustments of pull boxes, pull box covers, signs, and protection of any underground utilities within the work area. The removal and replacement of up to 5 linear feet of sidewalk on each side of the access ramp shall be included within the cost of the access ramp. The removal and replacement of the sidewalk will allow for transition from the top of ramp to adjacent sidewalk and will be utilized as necessary.

303-5.4.3 Weakened Plane Joints, (a) General. - *Add the following paragraph:*
All weakened plane joints shall be spaced at a maximum of 3.05 m (10') feet for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

303-5.5.2 Curb. - *Replace the first paragraph with the following:*
PCC for curb and gutter shall be placed within three working days from removal of the existing PCC curb and gutter. The curb and gutter surface shall not vary more than 3 mm (0.01') from a 3 m (10') straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 3 m (10') in length, and operated longitudinally over the surface of the concrete. Form clamps shall be constructed so as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1) hour, nor more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and

face of the finished curb shall be true and straight, and top surface of curbs shall be of uniform width, free from humps, sags, blemishes, or other irregularities.

303-5.5.3 Walk. - *Add the following paragraphs:*
The sidewalk surface shall not vary more than 5 mm (0.02') from the 3m (10') straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 100 mm (4") thick, except at driveways where the sidewalks shall be a minimum of 150 mm (6") thick for single family residential areas and 200 mm (8") thick for all other areas.

303-5.6 Curing. - *Add the following paragraph:*
Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4 Concrete Curing Compound, of the Standard Specifications.

303-5.7 Repairs and Replacements. - *Add the following paragraphs:*
In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

303-5.8 Backfilling and Cleanup. - *Add the following paragraph:*
A minimum of 300mm (12”) wide full depth asphalt concrete pavement repair patch and an 450mm (18”) wide 1-1/2” deep grind outside of the trench width is required when cross gutter, spandrel, driveways, curb and gutter is placed adjacent to existing asphalt concrete pavement. The asphalt concrete pavement repair patch shall be placed within two (2) working days after the cross gutters, spandrels, driveways, curb and gutter are replaced. The asphalt concrete pavement shall be sawcut. All work shall be in accordance with the General Permit Conditions and Trench Specifications, latest edition.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE.

304-3.4 Measurement and Payment. - *Delete paragraph 1 and replace with:*
Chain link fence will be measured along the horizontal projection line of the completed fence, deducting the widths of gates and openings.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL. - *Add the following paragraphs:*
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during all striping operations. Refer to Section 7-8.6.

Each storm drain catch basin or storm drain inlet box shall be marked "NO DUMPING - FLOWS TO CREEK." Two coats of paint are required. Stencil shall match City's stencil. Paint and painting shall comply with the specifications.

All street resurfacing work shall include installing fire hydrant pavement markers at all fire hydrant location, whether the pavement markers were existing or not. The pavement markers shall be Type I – Two-Way Blue Retroreflective per Section 214-6 of the Specifications and installed per City's detail drawing No. 102-0. All work associated with the installation of all new, or replacement of existing, fire hydrant pavement markers shall be included as noted within the specifications.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. – *Add the following paragraphs:*
During construction, if traffic legends or lane striping are removed or paved-over for any reason, they shall be replaced immediately with temporary traffic legends or lane striping as directed by the City, and the Contractor shall place permanent traffic legends or lane striping at the end of the job or on completion of final paving. When permanent items are placed, they shall be complete markings, legends, or striping i.e.: if limit lines are disturbed, they shall be replaced to centerline or from curb to curb, whichever was existing; if a letter in a word is removed or covered, the entire word shall be replaced; and lane striping shall extend 75 feet beyond construction limits. All replacement markings, legends, or striping required to be replaced beyond the contract limits shown shall be at the cost of the Contractor and shall meet City standards. If existing striping or legends are to be removed on existing surfaces, they shall be sandblasted. Painting over striping or legends in lieu of removal will not be permitted. Pavement striping shall comply with the applicable provisions of Sections 214 and 314 of the Standard Specifications.

Where side streets with existing striping, markings and markers are encountered, striping, markings and markers shall be repainted and replaced for a minimum distance of 15 m (50 feet) from the crosswalk, stop bar or limit line.

314-4.2 Control of Alignment and Layout.

314-4.2.1 General. - Delete and replace with t*he following:*
The Contractor will be responsible for all layout of all striping. All striping, markings and markers shall be reinstalled in their existing locations unless otherwise shown on the plans. The Contractor shall be responsible to take appropriate measures and record the existing locations.

The Contractor shall verify all dimensions in the field prior to installation of pavement striping/marking layout (Cat-Track). Should field measurements differ from the plan, the Contractor shall immediately notify City staff. No Cat-Track marks shall be placed until discrepancies are resolved.

Cat-Track must be approved by City staff prior to the installation of permanent pavement striping/marking. Contractor shall notify City staff a minimum of 24 hours prior to installation of permanent pavement striping/marking to allow for inspection and approval. If approval of Cat-Track is not obtained by the Contractor, all work required to correct the striping/marking will be at the expense of the Contractor

Cat-Track marks shall be made in chalk. Paint for the purpose of Cat-Track is prohibited. If paint is used, the Contractor must remove the paint without damaging or visually deforming the pavement surface. If damage or visual deformity within the removal area occurs, in the opinion of City staff, the Contractor shall grind and overlay the entire segment with no additional compensation. The area of the grind and overlay shall be as required by City staff and shall be a minimum of 0.10' thickness.

All visible Cat-Track markings after the installation of the permanent striping/marking shall be removed without damage or visual deformity to the pavement surface. Any damage or visual deformity to the pavement shall be remedied as noted above.

314-4.3.5 Application. - *Amend the first sentence in paragraph 8 as follows:*
"Glass beads shall be applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

314-6 GREEN BIKE LANE. Green bike lanes shall be installed per plan and conform to the technical specifications included within the contract documents and shall be Streetbond CL or approved equal.

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GENERAL REQUIREMENTS

SECTION 01110 COORDINATION OF WORK

PART ONE -- GENERAL

1.1 SEQUENCING OF WORK

The Contractor shall submit the construction schedule in accordance with Section 01321 of the specifications.

The Contractor shall arrange the schedule of work, but it shall adhere to the following restrictions:

1. Citywide events calendar shall be considered with the construction schedule. The events calendar will be provided at the pre-construction meeting. Updated events calendar will be provided during subsequent weekly construction meetings.

2. Contractor shall schedule full work days of operation until completion.

3. Due to high volumes of traffic, vehicle access must be maintained in each direction at all times.

4. Any other construction activity other than landscaping shall be scheduled by the contractor in any sequence but shall be approved by the City.

5. Utilities Project (sewer & water), and other projects, may be under construction concurrently. Detailed construction activities and construction schedule will be provided during weekly construction meetings.

1.2 UTILITY COORDINATION

During construction, if City owned utility facilities are damaged, contractor shall inform the City. City crew will respond within two hours and assess the condition, and perform any necessary remedial work as quickly as possible. No additional compensation will be granted to the contractor for any delay due to the damage and repair of the utility facility. Other utilities not owned by the City, contractor should notify and coordinate with the utility owner.

END OF SECTION

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SECTION 01111 TRAFFIC CONTROL PLAN

A. General

The intent of this specification is to provide the format and requirements in preparation of the Traffic Control Plan (TCP).

B. Format

1. The sheets of the TCP shall display, at a minimum, the title of the project, name of firm preparing the TCP, name and stamp of Registered Traffic or Civil Engineer preparing the TCP, approval block for City of Redlands approval, north arrow, title sheet with an index of the sheets, sheet number, and total number of sheets.

2. The TCP shall be drawn to a 1 inch = 40 scale, or as otherwise approved by City staff, on common size sheets ranging from 8-1/2 inches x 11 inches, 11 inches x 17 inches or 24 inches x 36 inches as determined appropriate based on work area.

3. TCP must be prepared and approved by a Registered Traffic or Civil Engineer in the State of California.

C. Requirements

The TCP shall contain the following items and scenarios of traffic control:

1. Median landscaping and irrigation work;

2. Parking lane closure (no detours allowed);

3. Provide 4 changeable message boards, Solartech MB2-LR-1548 or approved equal, located throughout the project area to provide advance notification as work progresses;

4. The TCP shall be completed in conformance with Section 7-10.2.2.1 of the General Conditions and adhere to the following:

    a. On street parking, where currently available, shall be open to the public outside of working hours; and

    b. At least one lane of traffic shall be open on all roadways during construction with appropriate traffic control and flaggers.

END OF SECTION

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SECTION 01112 DESCRIPTION OF WORK

PART ONE -- GENERAL

1.1 SUMMARY

A. The work to be done under this Contract includes the furnishing of project management, labor, materials, tools and equipment for the construction of the Brookside Avenue Median Island Landscape Rehabilitation 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
Details & Notes	2
Construction Plan	3-5

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 Brookside Avenue Median Island Landscape Rehabilitation Project as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of landscape rehabilitation on Brookside Avenue. The scope of work also includes installing weed blocker/barrier, mow curbs, granite boulders, cobble stones, stabilized decomposed granite, drip irrigation system, and valve box; protecting in place all existing utilities, trees, traffic signs, public and private improvements, and pavement striping; replacing destroyed survey monuments; disposing of excess grass, soil and rock material and restoring all areas and improvements to pre-construction condition.

2. The Work shall also consist of all traffic control (including furnishing and installing all arrowboards, barricades, signs, delineators, and flagmen); all utility location and verification (excavating, exposing, and verifying top, bottom, and side of utility facilities); all tree and shrub removal and disposal; all earthwork (including trenching, shoring, sloping, bedding, and backfilling including select imported material or select native material); compacting; protecting in place or removing and replacing all existing utilities, trees, and public and private improvements.

3. The Contractor shall, upon completion of the landscape rehabilitation 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 landscape rehabilitation.

END OF SECTION

SECTION 01200 MEASUREMENT AND PAYMENT

A. Work Listed in the Schedule of Work Items

1. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

2. A retention of 5% of the value of work completed will be withheld from progress payments. This retention amount will remain constant throughout the contract period, and will not be payable until the expiration of 35 days after the recordation of the Notice of Completion.

B. Work Not Listed in the Schedule of Work Items

The General Conditions and items in the General Requirements, and Specifications which are not listed in the schedule of work items of the bid form are, in general, applicable to more than one listed work item, and no separate work item is provided therefore. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the bid form.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the bid form, include the cost for that work in some related bid item so that the proposal for the project reflects the total cost for completing the work in its entirety.

The Contractor may experience difficulty in excavation due to rock or unsuitable backfill material throughout the project locations. It shall be the Contractor's responsibility to identify these areas and account for difficulty in excavation, the need to export rock or unsuitable backfill material and the need to import suitable backfill material. There will not be additional contract time or additional compensation for any project locations where any of these circumstances occur.

C. Bid Items

1. Mobilization, Bid Item 1:

Payment for Mobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01721. The bid price shall include, but not limited to, preliminary construction schedule, bonds, insurance, installation and relocation of information signs, shop drawings, catalog submittals, and shall constitute full compensation for all labor, material, equipment and incidentals required. The bid price for mobilization shall not exceed 5 percent of the Bid Schedule total price.

2. Traffic Control, Bid Item 2:

Payment for Temporary Traffic Control shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval and shall include all labor and incidentals noted within Section 01111.

Payment for the Temporary Traffic Control 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. Install 6" Loose Granite Cobbles, Bid Item 3, 11, & 17:

The price shall include but are not limited to the installation of 6" loose granite cobbles, commercial grade non-woven weed fabric, or approved equal, earthwork; grading; 4" excavation; dust control; clearing & grubbing; removal of approved vegetation, shrubs, and corresponding root systems, removal of existing grass, proper disposal per City staff, cleaning work site, installation and relocation of information signs, and restoring all area to pre-existing conditions. The cobbles for this item will be locally sourced and provided by the City.

Installation of Bid Item 3, 11, and 17 shall be in consideration of the tree protection zone.

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.

4. Install 6" Granite Cobbles – Mortar in Place, Bid Item 4 &12:

5. The price shall include but are not limited to the installation of mortar in place 6" granite cobbles, approved material needed for proper installation, commercial grade non-woven weed fabric, or approved equal, earthwork; grading; 4" excavation; dust control; clearing & grubbing; removal of approved vegetation, shrubs, and corresponding root systems, removal of existing grass, proper disposal per City staff, cleaning work site, installation and relocation of information signs, and restoring all area to pre-existing conditions. The cobbles for this item will be locally sourced and provided by the City.

Installation of Bid Item 4 and 12 shall be in consideration of the tree protection zone.

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.

6. Stabilized Decomposed Granite, Bid Item 5, 13, & 18:

The price shall include but are not limited to the acquisition and installation of stabilized decomposed granite, in color California Gold that matched existing, or approved equal, approved material needed for proper installation, commercial grade non-woven weed

fabric, or approved equal, earthwork; grading; 4" excavation; dust control; clearing & grubbing; removal of approved vegetation, shrubs, and corresponding root systems, removal of existing grass, proper disposal per City staff, cleaning work site, installation and relocation of information signs, and restoring all area to pre-existing conditions.

Installation of Bid Item 5, 13, and 18 shall be in consideration of the tree protection zone. Wetting and compaction of the decomposed granite shall be part of the process of installation.

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.

7. Construct 4000 psi PCC Mow Curb, Bid Item 6, 14, &19:

The price shall include but are not limited to the construction of a mow curb with 4,000 psi PCC with the use of a curb machine, approved material needed for proper construction, commercial grade non-woven weed fabric, or approved equal, earthwork; grading; 4" excavation; dust control; clearing & grubbing; removal of approved vegetation, shrubs, and corresponding root systems, removal of existing grass, proper disposal per City staff, cleaning work site, installation and relocation of information signs, and restoring all area to pre-existing conditions.

Installation of Bid Item 6, 14, and 19 shall be in consideration of the tree protection zone.

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.

8. Install 3' Accent Granite Boulder, Bid Item 7, 15, & 20:

The price shall include but are not limited to the installation of accent granite boulders, approved material needed for proper installation, commercial grade non-woven weed fabric, or approved equal, earthwork; grading; 4" excavation; dust control; clearing & grubbing; removal of approved vegetation, shrubs, and corresponding root systems, removal of existing grass, proper disposal per City staff, cleaning work site, installation and relocation of information signs, and restoring all area to pre-existing conditions. The boulders for this item will be provided by the City.

Installation of Bid Item 7, 15, and 20 shall be in consideration of the tree protection zone.

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.

9. Drip Irrigation System, Bid Item 8, 16, 21:

The price shall include but are not limited to the installation of drip irrigation system, approved material and appurtenances needed for proper installation, commercial grade non-woven weed fabric, or approved equal, earthwork; grading; dust control; clearing & grubbing; removal of approved vegetation, shrubs, and corresponding root systems, removal of existing grass, proper disposal per City staff, cleaning work site, installation and relocation of information signs, and restoring all area to pre-existing conditions. The drip irrigation system shall be Netafim or Rainbird, or approved equal, with 0.9 gph and 12" spacing. The drip line shall be "sub-surface" rated with a shield to protect from root intrusion.

Installation of Bid Item 8, 16, and 21 shall be in consideration of the tree protection zone.

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.

10. Valve Box, Bid Item 9 and 22:

The price shall include but are not limited to the installation of valve boxes with valves, approved material and appurtenances needed for proper installation, commercial grade non-woven weed fabric, or approved equal, earthwork; grading; dust control; clearing & grubbing; removal of approved vegetation, shrubs, and corresponding root systems, removal of existing grass, proper disposal per City staff, cleaning work site, installation and relocation of information signs, and restoring all area to pre-existing 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.

11. Demobilization, Bid Item 10:

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. The lump sum price shall include, but not be limited to, moving off the jobsite, dismantling and removing all temporary construction facilities, dismantling and removing all temporary construction power and wiring, removing all sanitary facilities, removing all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads, providing City with all required as-built drawings, completion of all items noted within the final inspection ("Punchlist") to the satisfaction of the City, all project photographs as required within Section 01322 Construction Progress Photography have been provided and shall constitute

END OF SECTION

SECTION 01251 CHANGE ORDER REQUESTS

1.1 GENERAL

A. All quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in EXTRA WORK of the GENERAL CONDITIONS shall be submitted to the ENGINEER, in writing, on the Change Order Request (COR) Cover Sheet and the Change Order Cost Summary Form, both attached, and in conformance with the requirements of Section 01254 CHANGE ORDERS. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the ENGINEER. The CONTRACTOR shall submit its written cost quotation and Time Impact Analysis not later than fifteen (15) days after being requested to provide such quotation, unless the ENGINEER allows more time. Delays in submitting quotations beyond the fifteen (15) days set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the project, shall not be cause for a claim or a time extension under the Contract.

B. The ENGINEER'S request for quotation on a preliminary change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the ENGINEER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

END OF SECTION

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CHANGE ORDER REQUEST (COR)

Project Name:		**COR Number:**	
Project Number:		**Date of Request:**	
Requested By:			

Change Name:	

Description of Change (Required):

Reason for Change (Required):

Location of Change (Required): List all locations if various locations are included in this Request

Additional Days Requested Due to Change (If Applicable):

Total Net Change in Cost: **Note:** Attach all supporting documents for cost justification	$ 0.00

Requestor:

Signature: _____

Title: _____ **Date:** _____

Change Order Cost Summary

Project Name :

Change Order Request No. :

Date :

		Direct Labor	Direct Materials	Direct Equipment		Totals
(1):	Lump Sum Work by Prime Contractor	$0.00	$0.00	$0.00		
(2):	"T&M" Work by Prime Contractor	$0.00	$0.00	$0.00		
(3):	Subtotal - Direct Work (Prime Contractor)	$0.00	$0.00	$0.00		
(4):	All Lump Sum Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(5):	All "T&M" Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(6):	Subtotal - Direct Work (all subcontractors)	$0.00	$0.00	$0.00		$0.00
					Add each of the three columns across and enter to the right.	
(3)+(6)=(7):	Total - Direct Costs	$0.00	$0.00	$0.00		$0.00
(8):	Markup	(20% of direct labor) $0.00	(15% of direct mat'l) $0.00	(15% of direct equip) $0.00		$0.00
(9):	Prime Contractor Markup for subcontractors				10% of line (6) direct sub work up to $5,000 plus 5% of line (6) direct sub work over $5,000	
(10):	Bonds & Insurance				1% of line (7) all direct work	$0.00
(11):	Additional amount permitted by Contract					
(12):	**GRAND TOTAL**				Add sums of lines) (7), (8), (9), (10) and (11)	**$0.00**

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SECTION 01254 CHANGE ORDERS

PART ONE -- GENERAL

1.1 REQUIREMENTS

Payment to the Contractor, or credit to the City, for any change, addition, deletion or extra to the Work, or settlement of any Claim, covered by any Change Order, shall be determined by the methods set forth herein. The Engineer may change the Plans and Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and the City, which shall be executed by a Change Order.

Unless otherwise stipulated, "Unit Prices" include all costs necessary to furnish, install and complete the Work. The "Unit Prices" include all direct costs for labor, equipment and materials, all insurance and bond costs, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but is not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax.

A. Unit Prices

Unit prices stipulated in the Bid or itemized in the approved Schedule of Values shall be utilized, where they are applicable and determined reasonable by the Engineer. In the event that the Change Order results in a change in the original quantity of more than twenty-five percent (25%), either increase or decrease, then either the Engineer or the Contractor may request a review of the unit price to determine if a new unit price shall be mutually determined by negotiation. Any new unit price mutually determined under this Subsection shall only apply to the units in excess of one hundred twenty five percent (125%) of the original quantity for overruns. In case of underruns, the unit price stipulated in the Bid shall be applied to the first twenty-five percent (25%) of the actual quantity of work performed and the new mutually determined price shall be applied to the quantity between twenty-five percent (25%) and seventy-five percent (75%) of the original quantity.

Renegotiated unit prices or unit prices for new items added to the Contract by Change Order shall be determined in accordance with Subsections B through G. Whether stipulated in the Bid, itemized in the approved Schedule of Values or renegotiated, the unit prices used for payment constitute the total adjustment with no further costs owed for overhead, impact, profit, delay or impact to unchanged portions of the Contract, or any other reason. The unit price shall be full and final compensation as described in Subsection D.

The cost proposals for renegotiated unit prices shall be presented in accordance with the provisions of Subsections B through G. Should any Bid Item be deleted in its entirety, the amount bid for that bid item shall be subtracted from the total Contract amount. The Contractor shall be paid only for the actual cost incurred prior to the notification of such deletion for that Bid Item.

B. Lump Sum

The Engineer and the Contractor may mutually determine a total sum for the Extra Work. The Contractor shall summarize the total cost and furnish a breakdown of the proposed lump sum costs satisfactory to the Engineer in accordance with Subsections B through G. Such lump sum costs shall be full and final compensation as described in Subsection D. The Contractor's quotation shall conform to the requirements of Section 01251- Change Order Requests, and be submitted in the Change Order Cost Summary Form provided (see Attachment 01251-A1). The Change Order Cost Summary Form cannot be used to nullify or supercede any specification or contractual provision.

If the method or amount of payment cannot be agreed prior to performing the Extra Work, the Engineer may unilaterally issue a Change Order in the amount determined reasonable by the Engineer for the Extra Work and direct the Contractor to proceed immediately. The Engineer also has the option to issue a Change Order directing the Work be done on a Time and Materials basis with the Contractor providing all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. Estimates for lump sum quotations and accounting for Time and Materials work shall be limited to direct expenditures necessitated specifically by the subject Extra Work, and shall be segregated as follows:

1. Labor, up to and including working general foremen, who are directly assigned to the Extra Work. Employees identified as superintendents or non-working general foremen shall not be charged as labor on Extra Work. The labor costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance or any other insurance costs). A detailed breakdown of those

subcomponents of labor costs, by all crafts shall be submitted to the Engineer, by the Contractor and all Subcontractors, for approval, as part of the documentation of labor costs, within ten (10) working days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the Engineer.

The labor cost is not allowed to be increased by using labor classifications with paygrades higher than necessary to accomplish the Work.

2. Materials: The cost of materials used in performing the Extra Work will be the cost, including sales tax and freight, to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:

   a. Cash or trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by the Contractor.

   b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Supplier markup, except for actual costs incurred in the handling of such materials, will not be allowed.

   c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the Jobsite, whichever price is lower.

   d. If, in the opinion of the Engineer, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the Jobsite less cash or trade discount. The City reserves the right to furnish materials for the Work and no claim shall be made by the Contractor for costs and profit on such materials.

   e. For the purposes of this Section, a "Supplier" is defined as any person or persons, firm or business, who supplies materials of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the Contractor, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.

3. Equipment Costs, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of $500. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform work on the Extra Work described in the Change Order and the Contractor can demonstrate that the changed work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in Subsection G.

4. Small tools, equipment, consumables and incidental costs: No separate payment will be made for the use of small tools or equipment with a replacement value of $500 or less. This applies to tools and equipment owned by the Contractor or its subcontractors of any tier. Also, no separate payment will be made for fuel, lubricants, tool or equipment repairs, tool or equipment maintenance, consumables, drinking water, sanitary facilities or other incidentals. These costs are already included as a part of Markup.

5. Subcontractor Costs, including their overhead and profit, provided that such costs are direct costs to the Contractor for performing the Extra Work as set forth in Subsections B through G.

C. Time and Materials Work

The costs of all Changed/Extra Work submitted under the Time and Materials (T&M) method shall be formulated in accordance with the provisions of Subsections B through I.

Unless otherwise stipulated on the Change Order, the "Not-to-Exceed" amount for all T&M Change Orders is $10000. The Contractor is responsible for tracking costs and for notifying the Engineer in writing when costs approach 50% and 75% of the "Not-to-Exceed" amount. In addition, if the Changed/Extra Work cannot be completed within the "Not-to-Exceed" limit, the Contractor shall notify the Engineer in writing, and in a timely manner, that the limit requires an increase. The City will only reimburse eligible costs up to the "Not-to-Exceed" amount.

The Contractor shall notify the Inspector at the beginning of each day when Changed/Extra Work is being performed. The Contractor shall notify the Inspector of the Changed/Extra Work being performed and describe the personnel involved, whether by Contractor forces or by its subcontractors at any tier. Failure to notify the Inspector prior to the start of Changed/Extra Work serves as the Contractor's waiver to claim for compensation on that day.

For each working day, the Contractor shall submit a "Daily Extra Work Report" (DEWR) to the Inspector. The "Daily Extra Work Report" shall summarize labor,

equipment and materials supplied. The Inspector will only consider Forms that are properly completed as described below.

1. Separate forms must be used for labor and for equipment/materials.

2. Labor, equipment, material or expenditures that are not included on The DEWR are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of the Contractor to include any and all items of labor, equipment, or material for which it requests compensation for each day's work completed.

3. Information required on the Labor form shall include name of personnel, personnel classification, and only the number of hours worked on Changed/Extra work for the day being reported. Since the overhead allowance already includes all necessary supervision, any hours for additional supervision or non-working foremen are ineligible for additional payment. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by a Union Labor Agreement or otherwise approved by the Inspector. The general foreman rate is eligible for payment only during the time that a general foreman was required for the Changed/Extra Work.

4. Information required on the Equipment/Material shall include Contractor-owned equipment and/or tools, and rented equipment or tools for which compensation is requested. Information shall include the type of equipment, size of equipment, equipment identification number, appurtenances, and only the number of hours worked on the Changed/Extra work.

5. The only allowable materials are materials delivered to the job site and/or incorporated only into the Changed/Extra work. The allowable materials shall be listed on the T&M sheet for the day that they are delivered to the job site and/or incorporated into the Changed/Extra work.

6. Delivery ticket(s) and/or bill(s) of lading for rental equipment and/or tools delivered to the site and/or material incorporated into the work for the day being reported must be attached with the T&M sheet for that day. No payment will be allowed for materials and/or rented equipment unless receipt(s) or bill(s) of lading is attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to the Inspector, the City may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the work was being performed.

7. Failure to submit the required "Daily Extra Work Report of Time and Material Work" by the close of the next working day shall waive all rights for that day unless otherwise approved by the Inspector. Work that cannot be substantiated by a "Daily Report", approved and signed by the Inspector, is ineligible for payment.

8. The Contractor is responsible for preparing the "Daily Extra Work Report" for work by its Subcontractors and submitting the Forms to the Inspector on time.

9. The Contractor must have each "Daily Extra Work Report" verified by the Inspector. After the "Daily Extra Work Report" is approved by the Inspector, both the Contractor and Inspector sign the report. The original "Daily Extra Work Report" is retained by the Inspector with a copy provided to the Contractor.

10. When the "Daily Extra Work Report" is signed by the Inspector and the Contractor, it is binding on the Contractor and its Subcontractors.

11. When agreed to by the Inspector, the Contractor may submit a supplemental "Daily Extra Work Report" for labor, materials, or equipment for which the Contractor requests compensation but failed to list on the original daily report.

    a. These supplemental forms shall be marked "SUPPLEMENTAL".

    b. Unless otherwise approved by the Inspector, the supplemental forms may only be submitted for approval up to two (2) working days following the date when the work was performed.

No payment will be allowed for labor, materials, or equipment included on T&M sheets not signed by the Contractor and the Inspector. Payment will not be allowed for labor, materials, or equipment included on T&M sheets signed by anyone other than the Inspector or the Inspector's immediate supervisor.

D. General

It is the intent of the City to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph shall be made a part of all Change Orders, whether included or not on the actual change order:

> "The compensation (time and cost) set forth in a Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all Subcontractors, and all

Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of himself, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the Contractor can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the Contractor, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole. The Contractor shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work has been or will be extended beyond the current Contract completion date. A Time Impact Analysis is a scheduling procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a

Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to past or current delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated project schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the Contractor, until all available float, slack, or contingency time on the project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.

The cost summary, cost breakdowns and requests for cost reimbursement submitted by the Contractor (for delay, disruption, hindrance and interference associated with the changes, additions, deletions or extras) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual, change, addition, deletion, extra and (on an event-by-event basis) each individual delay or disruption event. Such cost summaries, breakdowns or requests shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the Contractor's additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect (i) the actual costs incurred or saved for each individual item of Extra Work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and, (ii) on an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.

Except as provided in Section 6-6 of the General Conditions, Contractor shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).

Contractor waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the Contractor acknowledges and agrees are within the reasonable contemplation of the parties: (i) changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope,

number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) the issuance and performance of changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) changes due to Differing Site Conditions; (iv) suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of City or in the interests of the Project; (v) delay or disruption to the Work due to failure of the City, Engineer or Inspector to timely perform any contractual obligation.

E. Markups – Overhead and Profit

1. In addition to the direct expenditures specified for labor, materials and equipment in Subsection B, a lump sum will be paid for all overhead and profit, including: All insurance costs other than specifically mentioned in this Section, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but are not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax. Such lump sum shall conform to the following schedule of percentages of the total amount of direct expenditures of the Contractor and subcontractors.

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Direct Labor	20%
2) Direct Materials	15%
3) Direct Equipment	15%

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

2. Bonds and Insurance

An additional allowance of one percent (1%) of all direct costs (less markup) is allowed.

3. Add/ Deduct Changes

The overhead rates determined above shall be applied to all additive Change Orders, except those utilizing as-bid Unit Prices listed in the Bid Proposal.

Any change in the Work involving both extras and credits shall show a net total cost, including subcontracts. Allowances for overhead and profit to the net total cost, as specified herein above, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was signed.

4. When all or any part of the extra work is performed by a Subcontractor, the markup established in subsection 1.1.E.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

F. City Furnished Materials, Equipment and Services

The Engineer reserves the right to furnish materials, equipment and services deemed expedient for use on the Changed/Extra Work. The Contractor shall have no claim for profit or overhead on the cost of such materials, equipment and services.

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Caltrans Labor Surcharge and Equipment Rental Rates (Caltrans LS&ERR). For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates established by Subsection G.2. The most recent published edition in effect at the commencement of actual equipment use shall be used.

The rates paid for any rented or leased equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the equipment or tools.

It is the responsibility of the Contractor to include any appurtenances added to equipment which would increase the basic rate for said equipment (i.e., hoe-ram, oversize bucket, and etcetera) as established in the acceptable rental rate guide. All equipment and/ or tools shall be acceptable to the Inspector, in good working condition, suitable for the purpose for which it is to be used, and necessary to complete the Changed/Extra Work. Payment will be based on the manner in which the equipment was actually powered, operated and modified per the equipment manufacturer's recommendations.

1. Rented or Leased Equipment

For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the Contractor shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Caltrans LS&ERR. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a Contractor of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the Contractor. In no event shall the leased equipment rate billed to the City be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

a. When in Use:

Actual equipment use time documented by the Inspector shall be the basis that the equipment was utilized on the changed work and paid for under the Change Order. In addition to the lease or rental rate, equipment-operating costs shall not exceed the estimated hourly operating rate as set forth in the Caltrans LS&ERR. The hours of operation shall be based upon actual equipment usage on the changed work as recorded by the Inspector. For multiple shift work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

b. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed work. Equipment operating costs due to idle time, documented by the Inspector, shall be paid at the rate determined in "G" (1) above. Idle time shall include a reasonable time allowance to and from the project site.

Payment for equipment or tools shall be limited to hours actually worked on the Changed/Extra Work if the equipment or tool is already on site for Work under the original Contract. No "standby" time will be paid for equipment already on site for Work under the original Contract.

If equipment or tools are used intermittently and, when not in use, could be returned to the rental source at less expense than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the City.

2. Owned and Other Equipment

Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the work is performed. (The Caltrans equipment rental rates are available on the internet at http://www.dot.ca.gov/hq/construc/equipmnt.html.) If the equipment is not listed in Caltrans LS&ERR, then the Rental Rate Blue Book shall be used. When using the Blue Book, the hourly rate for any period less than 7 days shall be the weekly rate divided by 40, plus the Operating Cost. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Blue Book will be paid for each hour the equipment actually performs the Extra Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each work day (or work shift if the Work is being performed in multiple work shift sequence) by the Inspector shall be the record upon which actual equipment use shall be based. For multiple shift work sequences, the Caltrans overtime factor shall be applied (When using the Blue Book one-half the Non-Operating Cost will be deducted for second and third shifts. The Non-Operating Costs are the Blue Book monthly or weekly/40 rates, as applicable.). It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

a. When Idle:

Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed work, shall be paid per the table in Caltrans Standard Specifications Section 9-1.03A(3b), provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City. Idle equipment time will only be paid as a function of delays specifically directed or caused by the City's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed, for second or third shifts. It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

3. Equipment Haulage and Set Up Costs

Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in Subsection B.3.

4. Other Equipment Cost Guides

In the event that a piece of equipment used on a Change Order is not listed in Caltrans or the Blue Book, costs may be derived from the Associated General Contractor's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the Work under this Contract.

H. Records

At any time should the Contractor deviate substantially from the schedule, method and sequence of operation, equipment, cost or pricing data furnished by the Contractor and agreed to by the City in connection with the Change Order or should the City determine that any price negotiated in connection with the Change Order is defective due to such deviation or the fault of the Contractor, the City reserves the right to reduce the Change Order cost and reissue the Change Order at the amount in which the City determines to be the actual costs to complete the change.

Whenever any material or process is indicated or specified by patent or a proprietary name, or by name of a manufacturer in the Change Order, such direction shall not relieve the Contractor's responsibility or obligation to perform

work in accordance with the contract requirements. The Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences and procedures, coordination of all portions of the contract and Change Order work.

The Contractor shall on a weekly basis submit an approximate accounting of the amount expended on the Time and Materials work to date and an estimate of the Impact to the time of performance of work.

I. Partial Payments for Time and Materials Work.

Progress payments for Time and Materials work shall only be made if the anticipated cost of the changed work is in excess of $50,000 and/or the time to perform the changed work will exceed two (2) months duration. To receive payments for Time and Materials work, the Contractor shall submit to the Engineer an invoice of the daily reports which were verified by the Inspector, with details and documents, verifying the Contractor's and Subcontractor's actual costs incurred for the Time and Materials work as set forth in Subsections B through H. Costs shall be submitted within thirty (30) calendar days after the T&M work has been satisfactorily completed unless an extension of time for submittal is authorized in writing by the Inspector.

END OF SECTION

SECTION 01298 SCHEDULE OF VALUES

1.1 GENERAL

A. The Schedule of Values shall be used as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum. Prior to submitting an invoice for payment, the CONTRACTOR shall have submitted a detailed Schedule of Values and obtained approval from the ENGINEER.

B. Each lump sum bid item on the Schedule of Work and Prices, as set forth in the Bid must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the contract documents for that item. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item. The breakdown shall include subcontract amounts which shall not deviate from the amounts submitted in the Bid Proposal. The CONTRACTOR shall provide certification from the Subcontractors certifying the subcontract amounts.

C. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete and curing. The cost for pipeline construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. The Contract Price breakdown shall include the itemized costs for the plant establishment and any maintenance services to be performed before the final project acceptance is made. No non-construction activity shall be cost loaded.

D. The CONTRACTOR shall use cost loaded construction activities from the Construction Schedule as a Schedule of Values. Each construction activity shall be encoded to its bid item and a sort provided for each bid item totaling the cost loaded amount. The total of the Cost Loaded amounts for each bid item shall equal the amount bid for that item. The total of the Schedule of Values shall equal the current Contract value at all times. At any time during the progress of the Work of the Contract the INSPECTOR reserves the right to review the cost loading of the Schedules of Values and direct necessary revisions. When requested by the INSPECTOR, the CONTRACTOR shall provide all information necessary to substantiate the cost loading.

E. Attached are samples of the Schedule of Values. The City will provide project specific Schedule of Values for the CONTRACTOR to use throughout the project at the Preconstruction Meeting. The Schedule of Values must be used by the CONTRATRACTOR at the time of each progress payment.

END OF SECTION

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone :

	BID ITEM/DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone:

BID ITEM/ DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
					QTY	$ VALUE	QTY	$VALUE		
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
TOTALS				$0.00		$0.00		$0.00		$0.00

SUMMARY OF CHANGE ORDERS	QTY	UNIT	UNIT BID PRICE	QTY	$ VALUE	QTY	$ VALUE	TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
CHANGE ORDER NO. 1	1	LS						0.0	$0.00
CHANGE ORDER NO. 2	1	LS						0.0	$0.00
CHANGE ORDER NO. 3	1	LS						0.0	$0.00
CHANGE ORDER NO. 4	1	LS						0.0	$0.00
CHANGE ORDER NO. 5	1	LS						0.0	$0.00
CHANGE ORDER NO. 6	1	LS						0.0	$0.00
CHANGE ORDER NO. 7	1	LS						0.0	$0.00
CHANGE ORDER NO. 8	1	LS						0.0	$0.00
CHANGE ORDER NO. 9	1	LS						0.0	$0.00
CHANGE ORDER NO. 10	1	LS						0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
CHANGE ORDERS TOTAL			$0.00				$0.00		$0.00

		VALUE OF WORK COMPLETED TO DATE	$0.00
ORIGINAL CONTRACT PRICE	$0.00	AMOUNT DUE THIS PERIOD INCL RETENTION	$0.00
TOTAL AMOUNT OF CHANGE ORDERS	$0.00	LESS 5% RETENTION	$0.00
ESTIMATED TOTAL CONTRACT PRICE TO DATE	**$0.00**	**AMOUNT DUE THIS PERIOD**	**$0.00**

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SECTION 01321 CONSTRUCTION SCHEDULE

1. THE REQUIREMENT

A. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of this Contract.

B. The CONTRACTOR'S representative in charge of scheduling is required to attend all meetings pertaining to scheduling and progress of the Work.

C. The CONTRACTOR shall submit to the ENGINEER 3 hard copies and the electronic file of the CONTRACTOR'S Construction Schedule (the schedule) at the time of the preconstruction meeting. The schedule shall be either a Critical Path Method (CPM) Network or a detailed Bar Chart with the critical path clearly shown. If the CPM network option is used, then Primavera Project Management or Microsoft Project shall be the scheduling software. If a detail Bar Chart is used, Microsoft Excel shall be the software utilized. The schedule shall include the following:

1. Activity ID,
2. Activity Description,
3. Start date for each activity,
4. Finish date for each activity,
5. Original duration,
6. Predecessor,
7. Successor,
8. Percent Complete,
9. Remaining Days.

A minimum of seven (7) calendar days for review of each schedule. Schedule activities shall be of sufficient detail to assure adequate planning has been done for proper execution of the Work and such that, in the sole judgement of the ENGINEER, it provides an appropriate basis for monitoring progress. The schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract. Submittal and approval of the schedule in accordance with the requirements of this Section is a condition precedent to the issuance of any payments under this Contract. Once the schedule is approved it will become the baseline schedule and must be shown and compared on all subsequent schedule submittals.

D. Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the required Contract Completion date), and total float within the schedule, is not for the exclusive use of either the CITY or the CONTRACTOR, but is a jointly owned expiring resource available to and shared by both parties. Pursuant to this float sharing requirement, use of

float suppression techniques shall be cause for rejection of the schedule and any revisions or updates.

E. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors or Suppliers, at any tier, and which extends actual performance of the Work beyond the current Contract completion date and the completion date projected by the current, approved, updated schedule. If the delay occurs along a path, which the current approved Construction Schedule update projects late completion prior to addition of any CITY caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by the CONTRACTOR through the submittal, within seven (7) calendar days after the delay occurs, of a Time Impact Analysis which demonstrates the estimated impact on the end date of the Work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other means.

If a time extension if granted by the CITY, the updated schedule reflecting the change shall become the baseline and be reflected schedule and must be shown and compared on all subsequent schedule submittals.

Since float time within the Construction Schedule is jointly owned, it is acknowledged that CITY caused delays on the project may be offset by CITY caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract or approval of substitution requests which result in a savings of time to the CONTRACTOR). In such an event, the CONTRACTOR shall not be entitled to receive a time extension or delay damages until all CITY caused time savings are exceeded and the Contract completion date is also exceeded.

F. If the initial schedule submitted shows completion of Work more than thirty (30) calendar days in advance of the Contract completion date, the ENGINEER may, at no cost to the CITY, decrease the Contract duration by issuance of a Change Order which changes appropriate Milestone Date(s) and the Contract completion date to the completion date reflected on the schedule. Any approved schedule, revision, or update having an early completion date shall show the time between the early completion date and the Contract completion date as "project float".

G. Comments made by the ENGINEER on the schedule during review will not relieve the CONTRACTOR from compliance with all requirements of the Contract. The ENGINEER may request that the CONTRACTOR and all major Subcontractors (defined herein as being any Subcontractor, Sub-Subcontractor, or Supplier with five (5) percent or more of the value of the Contract) participate in

review of any schedule submission. All revisions shall be submitted within seven (7) calendar days after the ENGINEER'S review.

H. Two copies of an updated schedule shall be submitted to the ENGINEER for approval with the submittal of each CONTRACTOR'S monthly payment request or the monthly payment request will be withheld. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between the CONTRACTOR and the INSPECTOR, and an estimate of the remaining duration. The monthly update of the schedule shall include an updated bar chart with logic arrows or network diagram and include the same additional data as required by Section 1.C. If the CPM network option is used, the schedule shall be calculated using remaining durations and the progress override option. The monthly update shall also include a complete, hard copy list of all the changes made from the previously approved submittal. If the schedule is done using Primavera, use a Claim Digger report for the list of changes.

I. The submittal of an updated schedule which meets the requirements of this Section, accurately reflects the status of the Work (for all previously accepted activities), and incorporates all approved changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. (Actual and/or forecast dates for status of additional submittal cycles shall be added without the prior approval of the Engineer.) Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of a Change Order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update.

J. If completion of any part of the Work, delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind schedule and will impact the end date of the Work, the CONTRACTOR shall submit a written recovery plan acceptable to the ENGINEER for completing the Work by the current Contract completion date, if requested by the ENGINEER.

K. As a condition precedent to the release of any retained funds, the CONTRACTOR shall, after substantial completion of the Work has been achieved, submit a certified, final schedule which accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all activities on the schedule.

END OF SECTION

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SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY

1.1 GENERAL

A. Required**:** Provide photographs taken at the Jobsite at the specified stages of Contracted Work in accordance with provisions of this Section.

1. The Contractor shall provide the City with photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc).

2. Take first photographs just before CONTRACTOR starts any work operations at the Jobsite.

3. Take final photographs when all Contracted Work has been completed, regardless of time interval since previous photographs were taken.

1.2 SUBMITTALS

Except as otherwise directed by the ENGINEER, submit all photographs electronically on a CD/DVD organized by phase of construction and location.

1.3 QUALITY ASSURANCE

Photographs and prints to be of professional quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.

END OF SECTION

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SECTION 01323 CONSTRUCTION STATUS REPORTS

1.1 REQUIREMENTS

A. Daily Status Report

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, unusual occurrences and etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the City and shall be submitted to the Project Manager at the conclusion of each work week.

The Contractor shall also have workers on the project sign in and out each day on the City of Redlands Daily Sign In Sheet which shall state the name, times in and out and the work performed by each worker on the project each day. The completed Daily Sign In Sheets shall be submitted to the City of Redlands Project Manager at the end of each work week. Failure to submit daily reports and daily sign in sheets to the Project Manager on a weekly basis will result in a possible and temporary suspension of work until reports are submitted.

B. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

C. 3 Week Look Ahead Schedule

During the construction phase of the Work, the CONTRACTOR shall submit 3 Week Look Ahead reports to the ENGINEER at the weekly progress meetings or as directed by the ENGINEER. The report shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

D. Miscellaneous Submittals

CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit original copies to the ENGINEER at weekly intervals for approval:

1. List of Subcontractors and Sub-Subcontractors at the site**,** types of works and job location.

2. Count of CONTRACTOR’S personnel at the site**,** name, type of work, hours completed and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

END OF SECTION

SECTION 01330 SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, including required submittals by all Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, two (2) hard copies and one electronic (PDF) copy of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER at a time sufficiently early to allow review of same by the ENGINEER and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

C. All design or shop drawings or other submittals shall be accompanied by a transmittal form for each submittal. Any submittal not accompanied by such a form may be returned, at the ENGINEER'S discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

F. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within twenty (20) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal

item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:

1. If a submittal is returned to the Contractor marked "NO EXCEPTIONS," formal revision and resubmission of said submittal will not be required.

2. If a submittal is returned to the Contractor marked "EXCEPTIONS NOTED," formal revision and resubmission of said submittal will not be required, unless specifically requested.

3. If a submittal is returned to the Contractor marked "RETURNED FOR CORRECTION," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

4. If a submittal is returned to the Contractor marked "NOT ACCEPTABLE," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED". Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.

H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR'S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the

CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.

J. The ENGINEER'S review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

K. CONTRACTOR'S Coordination:

1. ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the ENGINEER unless specifically called for in the Contract Documents.

3. ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER.

4. ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information is received by the Consultant or ENGINEER.

L. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

1. Schedule of Values for all Lump Sum items within the Proposal.

2. Construction Schedule and Notification to ENGINEER of completion of each milestone or percentage increment of the Work as required.

3. Submittal Schedule

4. Daily Construction Reports

5. Shop Drawings and Structural Calculations.

6. Manufacturer's Data and Specifications.

7. Samples

8. Templates

9. Certificate of Compliance

10. Construction Photographs

11. Substitutions

12. Record Drawings and Record Project Manual

13. Operation & Maintenance Manuals

14. Stock Materials, Spare parts, tools

15. Material Testing Results

16. Maintenance Logs and Maintenance Schedule.

M. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the ENGINEER.

1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which include fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

N. Coordination and Submittals:

1. Carefully review and coordinate all aspects of each item being submitted.

2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

5. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

6. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the ENGINEER copies of the approved plans or drawings for review.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name of the Project

2. Date of the Submittal

3. Name and address of Consultant

4. Name and address of the CONTRACTOR

5. Name and address of the Subcontractor(s)

6. Name and address of the Supplier

7. Name and address of the Manufacturer

8. Reference to Specification Section Number and Title

9. Reference to Drawing Sheet Number and detail(s)

10. Submittal Number

11. Priority Number and expected return date.

END OF SECTION

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THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

SUBMITTAL COVER SHEET

Project Name:		**Submittal Number:**	
Project Number:		**Date of Submittal:**	
Submitted By:			

Submittal Title:	

Priority Type (Select One):	☐ Low	☐ Normal	☐ High

Submittal Type (Select One):	☐ Pre-Construction	☐ Post-Construction

Category (Select One):	
☐ Product Data	☐ Close-Out
☐ Shop Drawing	☐ Warranty
☐ Mock Up	☐ Test Report
☐ Sample	☐ Operation / Maintenance Manual
☐ Certification	☐ MSDS – Material Safety Data Sheets
☐ As-Built	

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REQUEST FOR INFORMATION (RFI)

Project Name:		**RFI Number:**	
Project Number:		**Date of RFI:**	
Submitted By:			

RFI Title:	

Work Impact? (Select One):	☐ No	☐ Unknown
	☐ Yes – Work Impeded	☐ Yes – Work Stopped

Question:

Proposed Solution (Optional):

Requestor:

Signature: _____

Title: _____ **Date:** _____

SECTION 01572 EROSION CONTROL PLAN

Contractor shall comply with all laws, codes, ordinances and requirements of governing agencies regarding the discharge of pollutants, air and water pollution control and any other requirements for this project. Within 5 days of the Notice to Proceed, Contractor shall submit two (2) hardcopies of the draft Erosion Control Plan to the City for review. Any corrections or changes shall be made to the Erosion Control Plan, approved by the Engineer and implemented prior to any construction work on this project. The plan shall be updated as necessary or required for compliance purposes.

Payment for work on this item shall be made as a percentage of work completed at each monthly payment. All work under this item shall be as shown on the approved drawing accepted by the City prior to any work on the project. The Contractor shall have all work installed and inspected by the City prior to any work on the project.

Full compensation for this item shall be in accordance with all state and federal NPDES rules, regulations, requirements and laws and shall constitute all work for providing, installing, maintaining and removing all work as required for all excavations, earthwork, grading, grinding, paving, concrete, runoff containment, and any other work performed within the project boundaries.

END OF SECTION

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SECTION 01581 CONSTRUCTION INFORMATION SIGNS

1.1 THE REQUIREMENT

The City shall provide the Contractor with all required construction information signs for the project. The signs shall be installed at the locations noted in the plans, if included, or as otherwise directed by the Engineer. If the project consists of numerous sites, the construction information signs shall be relocated to each site as work progresses. The construction signs shall be installed the same day work commences on any construction site. If the sign is not installed prior to construction work beginning at a subsequent site, the City will install the information signs at the Contractor's expense.

The installation of each sign shall be the responsibility of the contractor to include mounting posts, hardware and any related incidentals to ensure the sign is placed in a safe and secure manner. For any sign required for multiple site projects, where the sign is frequently relocated and not anticipated to be installed in the ground on posts, the Contractor shall provide a Type III barricade for mounting. The contractor shall obtain approval from the Engineer following installation of the construction information sign. If the signs are installed in the ground with posts, proper vertical clearance shall be provided. The minimum vertical clearance shall be six feet within a parkway area and seven feet within the sidewalk.

The construction information sign shall remain visible at all times. The contractor shall replace stolen signs at their expense and maintain the signs, ensuring all graffiti, soil, paint, etc. is removed from the sign immediately. Upon completion of the project, each sign shall be removed and returned to the City. If the sign is not returned to the City at the completion of the project in the original condition, the cost of the sign shall be withheld from the final progress payment.

The Contractor shall notify Underground Service Alert (Dig alert) at least 2 working days, but not more than 14 calendar days, prior to performing any excavation.

Full compensation for furnishing all labor, equipment, materials, and tools required to perform the tasks noted above, and as ordered by the Engineer, shall be considered as being included in the various Contract items of work and no separate or additional compensation will be allowed therefore.

END OF SECTION

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SECTION 01721 MOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no mobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for mobilization.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.

4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.

6. Developing construction water supply.

7. Providing field office trailers for the CONTRACTOR, complete with all specified equipment, furnishings, utility services and required approvals from the CITY.

8. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.

9. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.

10. Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.

11. Submitting all required Subcontractor insurance certificates and bonds.

12. Posting all CAL/OSHA required notices and establishment of safety programs.

13. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedules.

14. Erecting all temporary fencing, including removal and disposal of existing temporary fencing.

END OF SECTION

SECTION 01722 SURVEYING

PART 1 - GENERAL

A. General

1. The CONTRACTOR shall be responsible for all surveys required to layout the Work and for the accuracy of all survey work for construction. The CONTRACTOR shall include the cost of all such survey work in their Bid. The CONTRACTOR shall have all construction surveying performed by a `Licensed Land Surveyor' or a `Civil Engineer' registered by the State of California to perform such work. The ENGINEER reserves the right to verify all survey work done by the CONTRACTOR.

2. The CONTRACTOR shall preserve the initial survey control points for the duration of their usefulness. Monumentation that is subject to disturbance or destruction shall be located and referenced prior to construction and relocated and referenced if necessary after construction, in accordance with the following requirements.

B. Construction Surveys

1. The CONTRACTOR shall provide all reference stakes and form checks necessary for construction and inspection of improvements. All construction staking shall be documented in cut sheets and provided to the ENGINEER. This staking may include but is not limited to: removals, joins, rough grade, slope, utilities, storm drains, sewers, curbs, walks, paving, wall and building stakes; and any other staking necessary for construction and inspection.

C. Reference Or Grade Stakes

1. A reference or grade stake shall be set for each grade change or angle point shown on the plan, standard plan, and shop drawing, in addition to the normal staking interval.

D. Form Checks

1. Forms shall be checked when durable points may be disturbed, removed, or are impractical to be used to verify the design location. The measured location shall be recorded in the survey field notes. All variations from the plan location shall be brought to the attention of the ENGINEER.

E. Staking Intervals And Offset Stake Lines

1. All staking intervals shall be in accordance as directed by the Engineer. Stake lines shall be set at an offset distance from the improvement to ensure proper grade, station, and alignment.

F. Utility Stakes

1. The CONTRACTOR shall provide stakes for all utilities, public or private, that require location or relocation, unless otherwise stated.

G. Additional Survey Work

1. The CONTRACTOR may be required to furnish additional survey work, such as profiles, restakes, Change Orders, etc., at the request of the ENGINEER or the INSPECTOR.

H. Accuracy

1. The CONTRACTOR shall use appropriate surveying methods to obtain the following standards: For fixed works (i.e. cast-in-place concrete; asphalt pavement, pipes and drains; and other items determined by the ENGINEER) the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.015 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.015 foot or less.

2. For excavation purposes, the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.1 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.1 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that semimajor axis of the 95% error ellipse is ±0.1 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.1 foot or less.

I. Survey/Inspector

1. The CONTRACTOR shall provide to the INSPECTOR those measurements and control points necessary to determine the location and conformance to the plan, line, and grade of the improvements necessary for inspection purposes.

J. Survey Notes

1. The CONTRACTOR shall supply and keep notes on CITY standard format note sheets. The ENGINEER may request copies of, and otherwise review, survey notes at any time during the construction phase of the Project. Upon completion of the Project, the original survey notes shall become the property of the CITY and shall be delivered to the ENGINEER

PART 2 – MONUMENT PRESERVATION GUIDELINES

A. New & Reconstruction Projects

1. Prior to Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record above or below the surface, within the road right-of-way. It is suggested that this search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument is required.

c. The survey crew shall properly reference all found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item c, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered and disturbed monuments shall be reset with the same or more durable type of monument as the original, in the surface of the construction. Key monuments shall be a minimum 1” inside diameter iron pipe of appropriate length.

b. A monument box or other protective structure is recommended to be placed around key monuments (section corners, quarter section corners).

c. The authorized surveyor shall properly completes a Corner Record or Record of Survey for all set monuments with a change in character, including tag number, and submit it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

B. Overlay Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record and on the surface of the road. It is suggested the search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument within 2" of the road surface is recommended.

c. The survey crew shall properly reference found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item 3, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered or disturbed monuments and surface monuments are reset in the new road surface, or a new monument is set in the new road surface above the buried one.

b. All existing monument boxes will be adjusted to grade or replaced, as appropriate.

c. A monument box or other protective structure should be placed around key monuments (section corners, quarter section corners).

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for all set monuments and existing monuments with a change in character, including tag number and submits it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

C. Slurry Seal Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies furnished to for the survey crew.

b. All monument boxes shall be located and steps taken to ensure that the survey monuments inside are readily accessible upon completion of the project.

c. The survey crew shall diligently searches for survey monuments on the surface of the roadway, and identify said monuments recovered in the field to ensure that they will be protected. The survey crew shall inventory the monuments recovered in the field in a manner that allows for their recovery and inspection after construction.

2. After Construction and Prior to Notice of Completion

a. All monument boxes shall be inspected, and appropriate action taken when needed, to ensure that the survey monuments inside are readily accessible.

b. The survey crew shall review the inventory of found monuments by field inspection to ensure that all survey monuments are clean and exposed. Those monuments covered after construction is completed shall be uncovered.

D. Monument Tie Preservation

1. Prior To Construction

a. All existing survey monument ties within the scope of the project shall be researched and identified prior to construction. Surveyor may obtain existing tie sheets from the City as available.

b. If it is determined that all ties for a survey monument may be disturbed during construction, the Surveyor shall relocate the monument ties prior to construction, within improvements that will not be disturbed, and file the revised tie sheet with the City. A minimum of three tie points should reference each centerline monument, whenever possible

2. After Construction and Prior to Notice of Completion

a. If it is determined that the result of construction will not disturb all survey monument ties for a specific monument, the Surveyor shall replace all monument ties disturbed during construction per the following guidelines:

i. Monument ties shall be placed during the finishing process of the concrete improvements.
ii. Monument ties shall be set below the elevation of the adjacent top of curb to provide protection from any future cleaning, maintenance or work around the tie.
iii. A minimum of three tie points should reference each centerline monument, whenever possible.

b. Once the construction is complete, the Surveyor shall prepare a revised tie sheet, and file with the City for all monument ties disturbed during the construction.

END OF SECTION

SECTION 01732 POTHOLING

1.1 THE REQUIREMENT

A. The CONTRACTOR shall conduct exploratory excavations by potholing to verify or to discover the actual locations and the size of existing underground utilities and improvements. The CONTRACTOR shall take care not to damage existing facilities during potholing operations. Any utility or existing facility (including those located by Underground Service Alert - USA) within 3 feet of any trench or excavation shall be potholed prior to starting the contract work in the vicinity. Potholing shall be done in each given area where excavation work is to occur at least thirty (30) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

B. Potholing shall consist of excavations at the locations of utilities or other underground facilities indicated on the Drawings, located by USA, or as directed by the ENGINEER. All costs of potholing operations for the utilities indicated on the Drawings shall be included in the CONTRACTOR'S Bid.

C. If an allowance for "Additional Potholing" has been established and included in the SCHEDULE OF WORK AND PRICES, this allowance shall only be used to reimburse the CONTRACTOR for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER. If the total cost of the Work directed under the Additional Potholing allowance differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual costs and the amount included in the Bid, as an additional amount due to the CONTRACTOR or a credit to the CITY, as appropriate.

D. In addition to the potholes indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do further potholing deemed necessary at no additional cost to the CITY.

E. Potholing operations shall conform to all applicable requirements as to sidewall slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

F. Potholes shall be identified and protected in accordance with the Engineer's instructions, the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Standards.

G. The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall

be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the specifications.

H. A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area. Payment for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER will not be made unless these potholes are listed on the verified log.

I. The CONTRACTOR shall record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

J. Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

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APPENDIX A
CHECKLIST OF LABOR LAW REQUIREMENTS

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CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT JOB CONFERENCE MEETINGS

Name (print) _____ Date _____

Company _____ Project _____

The Federal and State labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

4. Certified Payroll Reports

Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776. Each contractor and subcontractor shall submit its weekly certified payroll reports to the LCR from the agency no less than weekly or within ten days of request. In the event that there has been no work performed during a given week, the certified payroll report shall be annotated: "No work" for that week. Under Labor Code Section 1776(h) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request. **For projects bidding after April 1, all contractors will need to upload their certified payroll to the Department of Labor Standards Enforcement website. Effective Jan. 1, 2016, ALL projects will require contractors to upload all certified payroll. This requirement is in addition to the request for payrolls by the City of Redlands;

5. Nondiscrimination in Employment

There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

6. Kickbacks Prohibited

Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code 4100 et seq.

9. Properly Licensed and Registered

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq. Contractors and subcontractors are also required to be registered with the Division of Labor Standards Enforcement to work on public works projects in California. Requirements for registration and penalties for not being registered are found in Labor Code 1773.3.

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

11. Workers Compensation Insurance

Labor Code 1861 requires contractors and subcontractors be insured properly for workers compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

13. Undocumented Workers

Contractors and subcontractors are prohibited by the Federal government against hiring undocumented workers, and must secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Contractors and subcontractors must provide itemized wage statements to employees per Labor Code 226.

In accordance with Federal and State laws and with the awarding agency contract documents, the undersigned prime contractor wishes to assure the City of Redlands that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

Contractor	**City of Redlands**
_____	_____
Name Printed	Name Printed
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

IMPORTANT NOTICE

New Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $300 but may increase each year. This fee shall be paid during the initial registration and each annual renewal.

DO I qualify for registration?
Contractors will need to meet minimum qualification standards to be registered. These include:

- Be properly licensed with the Contractors State License Board for your trade.
- Provide evidence of workers compensation insurance (if applicable).
- Be in good standing (Have no outstanding liabilities for wages, damages, penalties due to an employee or the State, may not be under State or Federal debarment).

WHAT happens if I don't register?
Unregistered contractors working on or bidding for public works projects will be subject to an immediate $2,000 fine and the $300 registration fee to continue working on the project. Unregistered contractors may be removed from the project by the Awarding Agency. Contractors found working on public works projects without being registered also risk not being approved for registration by DLSE.

ELECTRONIC CERTIFIED PAYROLL REPORTING REQUIREMENTS

Prevailing wage law has been changed to require contractors to submit certified payrolls electronically to the DLSE.

WHO is required to submit certified payrolls?
All contractors, subcontractors and sole owner/operators will be required to submit certified payrolls electronically to the DLSE.

WHEN do I need to submit certified payrolls electronically?
If your project is awarded after April 1, 2015, electronic payroll submission is required immediately. Otherwise, electronic payroll submission will be required for all projects awarded on or after January 1, 2016.

WHERE do I submit my certified payrolls?
For now, certified payrolls can be submitted by contractors to the DLSE at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin This website address will change when the DLSE implements their online electronic database system which still has not been developed. Alliant will notify contractors when this system is available.

DO I still need to submit hard copy certified payrolls?
The City of Redlands will still require hard copy submission of certified payroll reports per your contract. The requirement to submit certified payrolls electronically to the DLSE does not replace the requirement for contractors to submit payrolls to the City of Redlands.

Contact the City of Redlands regarding any questions you may have regarding the new requirements for contractor registration or online submission of certified payroll: (909) 798-7698.

PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS-140)

This is not a request for dispatch of apprentices.

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: **http://www.dir.ca.gov/das/PublicWorksForms.htm** for information about programs in your area and trade. The information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTORS STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME AND ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT WAS EXECUTED
	DATE OF EXPECTED/ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME AND ADDRESS OF APPRENTICESHIP PROGRAM(S)	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE/ACTUAL DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of the Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their standards. (Enter name of Committee)

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. (Enter name of Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

_____
Signature Date

_____
Typed Name

_____
Title

DAS-140 FORM - PUBLIC WORKS CONTRACT AWARD INFORMATION

(Title 8, California Code of Regulations, Section 230)
(California Labor Code, Section 1777.5 (e))

SUBMIT CONTRACT AWARD INFORMATION

Prior to commencing work on a contract for Public Works **every** Contractor shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices. Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to **all** of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project. This contract award information shall be in writing on a DAS Form 140, Public Works Contract Award Information or a letter which includes the following information:

(1) Contractor's name, address, telephone number and state license number;
(2) The full name and address of the public work awarding agency;
(3) The exact location of the public work site;
(4) Date of the contract award;
(5) Expected start date of the work;
(6) Estimated journeyman hours;
(7) Occupation of Apprentice;
(8) Approximate number of apprentices to be employed; and
(9) Approximate dates apprentices will be employed.

This information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.
Failure to provide contract award information, which is known by the awarded contractor, shall be deemed to be a continuing violation for the duration of the contract, ending when a Notice of Completion is filed by the Awarding Body, for the purpose of determining the accrual of penalties under Labor Code Section 1777.7.

THE TOP SECTION OF THE FORM COMPLETELY FILLED OUT will provide the information required pursuant to California Labor Code Section 1777.5 and California Code of Regulations Section 230.1.

LOWER SECTION OF THE FORM Check an appropriate box (#1, 2 or 3) for your status.

In addition to the "ORIGINAL(S)" mailed to all applicable Apprenticeship Committees, a copy of this information shall also be submitted to the City of Redlands.

NOTE: The filing of a DAS 140 is not a request for the dispatch of registered apprentices

CONTRACTOR FRINGE BENEFIT STATEMENT

Project Name:	Project Location:	Today's Date:
Contractor / Subcontractor Name:	Business Address:	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. Please Include Apprentice Rates.

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Print Name and Title	Signature and Date (Wet Signature Required)

California
Department of
Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR:
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:
WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:
PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	(9) CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Form A-1-131 (New 2-80)

Statement of Compliance

Date:_____

I _____, the undersigned, am the _____ with the authority to act for and on
(Print Name) (Position in Business)
behalf of _____ certify under penalty of perjury that the records commencing on _____ and ending on _____ submitted herein and consisting of ____ pages are the originals, full and corrected documents, which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individuals names,

(1) That this employer has complied with the requirements of the California Labor Code Sections. 1771, 1811, and 1815 for all performed on this public works project, and that the classifications set forth therein for each trade rate conform with the work Performed.
(2) That any apprentices employed in the above period are duly registered to a bona fide apprenticeship program registered with the State of California's Division of Apprenticeship Standards.

PAYROLL/OTHER DEDUCTIONS

1. I herein certify the *full* and complete Prevailing Wages were paid as currently published and posted by the Director of Industrial Relations, State of California and only deductions as authorized under the laws of the State *of* California or the laws of United States of America have been made from these sums.
2. All other deductions are clearly listed for each employee on an attachment as required by the Director of Industrial Relations, State of California.

OPTIONAL BENEFIT PLANS

I herein certify that all employee deductions for benefit plans are authorized and the employee(s) are signed up for the plan(s) and are receiving the benefit(s) of the plan(s) listed.

☐ WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above payroll, payment of fringe benefits as listed in the contract have or will be made to the appropriate programs for the benefit of such employees, except as noted below.

☐ WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above payroll has been paid as indicated on the payroll, an amount not less the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the determination for the craft, except as noted below,

Exception(s)

Craft	Explanation
Craft	Explanation
Craft	Explanation

Remarks

I herein certify under the penalty of perjury all of the above is true and correct as submitted.

Name **Signature**

Date **Payroll #**

CONTRACTOR INFORMATION SHEET

Job Name: _____ Category: _____

Prime Contractor: _____

Subcontractor: _____ License#: _____

Address: _____

Phone #: _____ Payroll Report Contact: _____

Email Address: _____

Fax #: _____ Contract Amount: _____

Estimated Start Date: _____ Estimated End Date: _____

ANTICIPATED TRADES/CLASSIFICATIONS:

_____ _____

_____ _____

_____ _____

SUB-CONTRACTORS (if applicable)

Name: License #: Phone/ Fax #: Contact:

_____

_____

_____

2N

APPENDIX B

CITY OF REDLANDS WORKDAY CONSTRUCTION SCHEDULE

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CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

2022

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 87	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	20 232
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

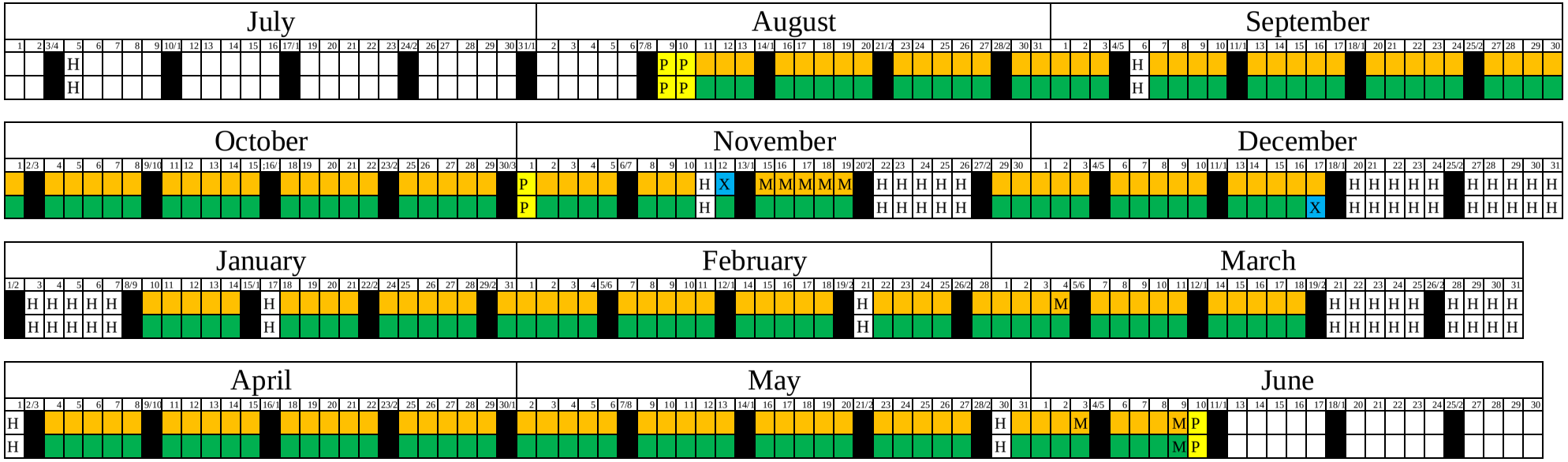
City Holiday

REDLANDS UNIFIED SCHOOL DISTRICT

STUDENT ATTENDANCE CALENDAR

2021-2022

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 8
42 days
Quarter 2 / Semester 1 - December 17
42 days Quarter 2
84 days Semester 1
Quarter 3 - March 18
48 days
Quarter 4 / Semester 2 / End of year - June 9
48 days Quarter 4
96 days Semester 2

End of Trimester Dates - Grades 1-5

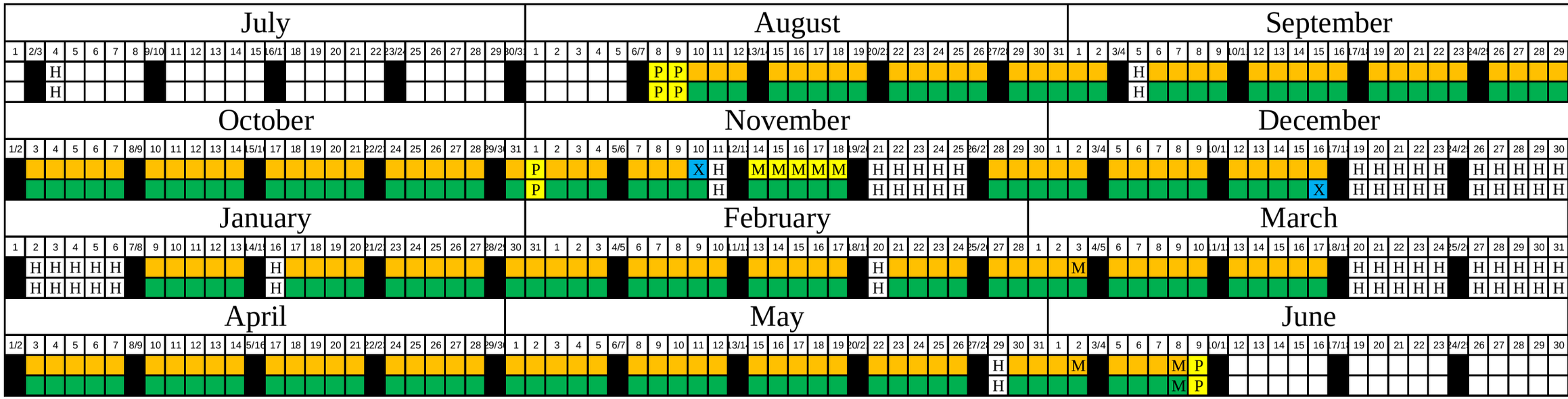
Trimester 1 - November 5
61 days
Trimester 2 - March 4
61 days
Trimester 3 - June 9
58 days

H - Holidays - NO ATTENDANCE

LABOR DAY	September 6
VETERANS DAY	November 11
THANKSGIVING RECESS	November 22 - 26
WINTER RECESS	December 20 - January 7
MARTIN LUTHER KING DAY	January 17
PRESIDENTS' DAY	February 21
SPRING BREAK	March 21 - April 1
MEMORIAL DAY	May 30

Board Approved: 2/11/2020

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:

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APPENDIX C
CITY OF REDLANDS ENCROACHMENT PERMIT

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Application for Road / Encroachment Permit

City of Redlands - Municipal Utilities & Engineering Department

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Contractor: _____ USA ID No.: _____

Contractor License No.: _____ Type: _____ Cal OSHA No.: _____

I hereby request permission to construct/install improvements/facilities within the City of Redlands road right-of-way at the following location:

Construction Start Date: _____ Anticipated Completion Date: _____

Development No.: _____ Plan No.: _____

Street Name: _____

Cross Streets: _____

Address: _____

and for the purpose of performing the following work:

_____

_____

Applicant/Agent Signature: _____ Date: _____

In accordance with Plans approved by the Municipal Utilities & Engineering Director and/or the Standard Specifications and Detail Drawings of the City of Redlands for the **quantity and type** of improvements listed below:

SHADED AREA FOR OFFICIAL USE ONLY

_____	EA	Driveway Appr, Res/Comm	$ 49.00	EA	=$	
_____	SF	Sidewalk	$ 0.09	SF	=$	
_____	SF	Cross Gutter/Spandrel	$ 0.58	SF	=$	
_____	LF	Curb & Gutter	$ 2.19	LF	=$	
_____	LF	Curb/Berm	$ 2.62	LF	=$	
_____	SF	Asphalt Pavement	$ 0.04	SF	=$	
_____	SF	Crushed Aggregate Base	$ 0.04	SF	=$	
_____	EA	Street Light	$ 81.00	EA	=$	
_____	EA	Traffic Signal - New	$ 2,152.00	EA	=$	
_____	EA	Traffic Signal - Modification	$ 1,737.00	EA	=$	
_____	CY	Reinforced Concrete	$ 89.00	CY	=$	
_____	LF	Storm Drain Pipe	$ 8.00	LF	=$	
_____	EA	Curb Inlet/Outlet Structures	$ 67.00	EA	=$	
_____	EA	Storm Drain Manhole/Junction Box	$ 67.00	EA	=$	
_____	EA	Curb Core	$ 62.00	EA	=$	
_____	LF	Sewer Main	$ 0.95	LF	=$	
_____	EA	Sewer Manhole	$ 67.00	EA	=$	
_____	EA	Sewer Cleanout	$ 134.00	EA	=$	
_____	EA	Sewer Lateral	$ 67.00	EA	=$	
_____	LF	Water Main - Potable	$ 1.09	LF	=$	
_____	LF	Water Main - Non-Potable	$ 1.09	LF	=$	
_____	EA	Fire Hydrant Assembly	$ 66.00	EA	=$	
_____	EA	Water Service Lateral	$ 26.00	EA	=$	
_____	EA	Water Shutdown	$ 67.00	EA	=$	
_____	EA	Fire Service	$ 58.00	EA	=$	
_____	LF	Excavation/Utility Trench	$ 1.25	LF	=$	
_____	SF	Street Patch	$ 0.67	SF	=$	
_____	SF	Warranty Fee (Street Cut)	$	SF	=$	
_____		_____	$		=$	
_____		_____	$		=$	

SUBTOTAL PERMIT FEE $ _____

PERMIT FEE work complete within specified date from issuance = $ 219.00 fee. **$219.00**

PENALTY FEE 25% of total permit fee if issued after commencement of work $ _____

($250.00 minimum fee)

(Effective 06/02/09) **TOTAL ENCROACHMENT PERMIT FEE** $ _____

Truck Route Permit Required: ☐ YES ☐ NO

Closure Permit With Traffic Plan Required: ☐ YES ☐ NO

Water Shutdown Required: ☐ YES ☐ NO

Bond Required: ☐ YES ☐ NO

Conduit Material: _____

Conduit Size: _____

Calculated By

Inspected by

Municipal Utilities & Engineering

Approved By

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APPENDIX D
SAFETY DOCUMENTS

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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:

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 6/1/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)

Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
Brookside Avenue Median Island Landscape Rehabilitation	501910	8501	501002	$ 200,000.00
			$	$ 200,000.00

REVENUE APPROPRIATION INCREASE (if applicable)

Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
				$ 0.00
			$	$ 0.00

JUSTIFICATION: To facilitate funding for the Brookside Avenue Landscape Improvements Project from the Water Fund Cash balance.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

"A City That Works"

City Council Meeting **H. 12.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a First Amendment to the Professional Services Agreement with David Taussig and Associates, Inc. to extend the date for termination of the services to December 31, 2022, in order to continue the preparation of a Development Impact Fee Study (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council approve the First Amendment to the Professional Services Agreement with David Taussig and Associates, Inc. to extend the date for termination of the services to December 31, 2022.

RECOMMENDATION:

Staff recommends City Council determine approval of the First Amendment to the Professional Services Agreement with David Taussig and Associates, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. Staff also recommends City Council approval of the First Amendment to the Professional Services Agreement with David Taussig and Associates, Inc. to continue preparation of a Development Impact Fee Study.

DISCUSSION:

Assembly Bill (AB) 1600, which became effective on January 1, 1989, outlines specific requirements that must be met for municipalities to impose Development Impact Fees (DIF). Every five (5) years, a Nexus Study must be completed to justify appropriate fees to fund additional infrastructure and services necessary

to support new growth.

A similar study was completed and adopted in January 2017, and only minor modifications, primarily related to Accessory Dwelling Unit state mandates, were implemented. This project will update the 2017 DIF Study and will include analyses for eleven (11) fees identified in the Redlands Municipal Code (RMC), including storm drain, water, solid waste, and sewer facilities.

On November 2, 2021, City Council executed an Agreement with David Taussig and Associates, Inc. (DTA) to prepare a DIF Study. DTA has worked diligently and has made great progress toward completion of the DIF study. However, the DIF Study will not be completed prior to the June 30, 2022 Agreement deadline. Staff recommends a First Amendment to the Agreement that extends the contract termination date to December 31, 2022.

ALTERNATIVES:

City Council may deny the staff recommendation, although doing so will prevent completion of the Development Impact Fee Study.

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, Engineering Manager

PREPARED BY:
Veronica Medina, Assistant Engineer

Fiscal Impact

Discussion:
There is no fiscal impact associated with approval of First Amendment to the Agreement.

Attachments

A. First Amendment to DTA Agreement for DIF Study

B. Executed Agreement for DIF Study (Reference Only)

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the preparation of a development impact fee study services ("Agreement"), dated November 2, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and David Taussig and Associates, Inc. dba DTA ("Consultant"), is made and entered into this 21st day of June, 2022.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend Article 4.2 of the Agreement to extend the date for termination of the Services to December 31, 2022;

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

AGREEMENT

Section 1. Section 4.2 of the Agreement, titled "Performance of Services," is hereby amended to read as follows:

"4.2 Consultant shall complete the Services by December 31, 2022, unless the Services are terminated earlier as provided for herein."

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of June 21, 2022.

CITY OF REDLANDS

_____
Paul T. Barich, Mayor

DAVID TAUSSIG AND ASSOCIATES, INC. DBA DTA

By: _____
David Taussig, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the preparation of a development impact fee study for open space and parks, transportation improvements, storm drain facilities, water facilities, solid waste facilities, sewer facilities, and public facilities (fire, police, library, government facilities and capital equipment)("Agreement") is made and entered in this 2nd day of November, 2021 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and David Taussig and Associates, Inc. dba DTA, 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 prepare a development impact fee study for open space and parks, transportation improvements, storm drain facilities, water facilities, solid waste facilities, sewer facilities, and public facilities (fire, police, library, government facilities and capital equipment) 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 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. The Services shall commence within ten (10) days of the Effective Date of this Agreement.

4.2 Consultant shall complete the Services by June 30, 2022, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of Forty Nine Thousand Nine Hundred Eighty Dollars ($49,980). 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	David Taussig, President
City of Redlands	David Taussig and Associates, Inc. dba DTA
35 Cajon Street	3390 University Avenue, Suite 200
P.O. Box 3005 (mailing)	Riverside, CA 92501
Redlands, CA 92373	david@financedta.com
jdonaldson@cityofredlands.org	Phone: (800) 969-4382
Phone: (909) 798-7531	Fax: (949) 480-0034

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any

assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

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

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

DAVID TAUSSIG AND ASSOCIATES, INC. DBA DTA

By: _____
David Taussig, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

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 Development Impact Fee ("DIF") Study.

This scope of work shall be completed within the schedule period listed in Exhibit "B".

Task 1 – Evaluate Current DIF Program

The Consultant shall review the 2014 DIF study and all related resource documents and data provided by the City. The Consultant shall also review San Bernardino County Transportation Authority (SBCTA) improvements and growth projections and consult with the City Development Services Department to ensure growth is consistent with the City General Plan and projections. The Consultant shall include this information when developing the DIF study.

Task 2 – Development of Project Strategy and Kickoff Meeting

The Consultant shall meet with City staff in a project kickoff meeting to finalize the details of the project, deliverables, timetables, and tasks, discuss the fee methodologies and best practices, identify needed information (i.e., reports, project/needs lists, stakeholder groups, data, etc.), prepare the final schedule, discuss the public process, and resolve other concerns, as appropriate.

Task 3 – Develop Population and Dwelling Unit Projections

The Consultant shall compile and document existing and future population and development estimates for the City. The projections resulting from this task shall ultimately calculate fee levels. At this stage, the Consultant shall evaluate City resources and influences, all factors affecting the existing Fee Study, and pertinent impact fees as outlined by the City [specifically open space and parks, transportation improvements, storm drain facilities, water facilities, solid waste facilities, sewer facilities, and public facilities fees (fire, police, library, government facilities, and capital equipment)]. This task comprises four subtasks:

- Subtask 3A – Population Projections
  The Consultant shall gather existing information on present and future population projections for the City from various sources, including City staff, the General Plan, existing Master Plans, the U.S. Census, the SBCTA, the State Department of Finance, and from other data sources, including the City's CIP.

- Subtask 3B – Conduct Entitlement Research and Projections
  The Consultant shall coordinate with the City to determine existing and future residential and non-residential development within the City over the planning horizon (5 years, or otherwise). To complete this subtask, the Consultant shall review the General Plan/CIP

and related plans to determine expected development land use patterns in the City, assess City records to identify existing entitlements for dwelling units and commercial/industrial development, and project the number of new dwelling units and commercial/industrial development based on existing entitlements and population projections through the requested target year, as selected by City staff.

- Subtask 3C – Review Current City Fee Structure
  The Consultant shall review and summarize the City's current development fee structures, City policies and procedures, and other regulatory requirements affecting potential fee structures and revenue program requirements.

- Subtask 3D – Review Prior City Fee Justification Studies
  The Consultant shall review the approach and methodology utilized in prior City fee justification studies so they can be evaluated in light of the City's current needs.

Task 4 – Review Facility/Capital Needs and Levels of Service

This task entails the review of the facilities and capital needs required to serve new development in the study area projected in Task 3. The Consultant shall use existing City materials (and any relevant Developer's Facilities Reports) as base documents and focus our effort on updating this information.

For any fee program to be comprehensive in its scope, it is necessary to complete a thorough identification and review of all the facilities that will be impacted by additional growth, including those already discussed in the General Plan or CIP. This task shall require close coordination with all appropriate City departments.

- Subtask 4A – Survey/Interview City Staff
  The Consultant shall survey/interview City staff to review projected facilities in the City, along with major equipment needs, the timing at which improvements will be needed, and any physical data that would assist in developing the costs estimated below in Subtask 4C. Based upon the results of the surveys and interviews, the Consultant shall verify and, if appropriate, expand the list of new facilities found in the General Plan/CIP to be included within the fee program for the City.

- Subtask 4B – Facilities List
  Based on the information collected in Subtask 4A, the Consultant shall prepare a facilities "needs list" that details the new facilities and equipment to serve new development in the City.

- Subtask 4C – Review Cost Estimates
  The Consultant's engineering and technical staff shall, as necessary, consult with City department heads and/or engineering staff or equivalent to ascertain and understand in-house cost data for existing and projected facilities and equipment, apply inflation and cost-of-living escalators to the list of projected public facilities to determine future costs, review and/or refine existing cost data, examine major sources of revenue to fund the

construction of new public facilities, and provide a proportional estimate between projected costs for new facilities and estimated revenue from mitigation fees and other sources. Where appropriate, the Consultant shall consider debt service in establishing the cost of facilities.

Deliverable: Facilities "Needs List".

Task 5 – Develop Methodology for Calculating New Fee Amounts

This task entails developing the methodology used to establish the fee amount for each fee component to the extent appropriate. There are two critical issues that must be considered in developing a fee program. The fee program must generate revenues in a timely manner and the methodology must meet the nexus or benefit requirements of Assembly Bill ("AB") 1600. Since fees of any sort are controversial, it is critical that any fee established be legally defensible.

The Consultant's Fee Study methodology must meet the nexus or benefit requirements of AB 1600, which requires that there be a nexus between the fees imposed, use of the fees, and development projects on which the fees are imposed. Furthermore, there must be a relationship between the amount of the fee and cost of the improvements. In order to impose a fee as a condition for a development project, the methodology must accomplish the following:

- Identify the purpose of the fee;
- Ascertain the use to which the fee is to be put; if the use is financing public facilities, the facilities must be identified;
- Determine how there is a reasonable relationship between the fee's use and type of development project on which the fee is imposed; and
- Identify how there is a reasonable relationship between the need for the public facility and type of development project on which the fee is being imposed.

Implicit in these requirements is a stipulation that a public agency cannot impose a fee to cure existing deficiencies in public facilities or improve public facilities beyond what is required based on the specific impacts of new development. The benefit methodology established in this task shall be documented in the Final Report.

The Consultant shall prepare a memo to be submitted to City staff summarizing available methodologies and their respective pros and cons and providing detailed examples of other cities', counties', or agencies' impact fee programs. Methodologies to review shall include programs based on auto vehicle trips, all mode trips (e.g., auto, transit, bike, and walk), square footages, household units, etc. The memo shall also discuss, as applicable, context-sensitive and transportation demand management adjustments and "credits" for capital improvements required as part of a project application. The Consultant shall recommend a Fee Expenditure Plan to ensure that projects can be fully funded and implemented within any required time limits for expenditures of such funds and possible flexibility to allow collected fees to be used to provide the City with a match for grant applications. Finally, the memo shall include recommendations for methodology and next steps. Upon review and discussion by City staff, a methodology shall be selected.

Deliverable: Memo Summarizing the Fee Methodology Options.

Task 6 – Determine Fee Levels

This task entails calculating the fee amounts based upon the dwelling unit and commercial/industrial development projections completed in Task 3, facilities needs and costs determined in Task 4, and methodology selected in Task 5.

- Subtask 6A – Calculate Recommended Fee Amounts
  The Consultant shall calculate fees for the City by inputting the data compiled under the preceding tasks and computing each fee to be levied. This work shall be done in a spreadsheet format that can be updated annually.

  The Consultant shall also evaluate this data in comparison to ten (10) surrounding communities, as requested by the City, in order to arrive at comparable and acceptable fee levels.

- Subtask 6B – Document Fee Derivation
  The Consultant shall document the methodology utilized for the fee calculation model in such a way that can be understood by the City and public. The Consultant shall prepare written statements documenting the validity of the methodology for deriving each of the fees for the City. These statements shall be made to meet the requirements of AB 1600 and documented in the Final Report discussed below.

Deliverable: List of Proposed Impact Fees for Single-Family Detached, Single-Family Attached, Multi-Family, and Non-Residential Land Use Categories.

Task 7 – Prepare Draft and Final Reports

This task entails the preparation of the Draft and Final Reports for consideration by the City Council and City staff.

- Subtask 7A – Prepare Draft Report for Comments
  Based on the work completed in Tasks 1-6, the Consultant shall prepare the Draft Report for review and consideration by City staff. The Draft Report shall be prepared under the standards of AB 1600 and is expected to include an executive summary, population projections, the facilities and improvements list, areas of benefit (if applicable), fee calculations, recommended fee levels, and the suggested process for keeping fees current.

- Subtask 7B – Prepare Final Report
  Based on the incorporation of City staff comments and concerns on the Draft Report, the Consultant shall prepare the Final Report for presentation to the City Council and City staff. One hard copy of the Final DIF report shall be submitted to the City.

Deliverables: Draft and Final Reports.

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

Task 8 – Project Management

The Consultant shall manage and coordinate all components of the DIF study and take a proactive role in keeping all tasks on schedule and on budget and ensure timely completion of the DIF study update. The Consultant shall give prior notice to the City, and obtain acceptance from same, before performing work outside the contract work scope and thereby contract budget amount.

This task entails attendance at a total of thirteen (13) meetings/workshops, including the kickoff meeting, as detailed below:

- Kickoff meeting with City staff to define project goals and objectives, outline the project and management approach, identify roles and responsibilities, and confirm the scope and schedule;
- A minimum of six (6) working site visits with staff;
- A minimum of two (2) meetings with the public and developers;
- A minimum of one (1) meeting with the Building Industry Association ("BIA");
- One (1) presentation to the Municipal Utilities and Public Works Commission at which the Consultant shall present the Final Report for recommendation to the City Council for adoption; and
- One (1) work session and one (1) formal City Council meeting presentation.

During these meetings, the Consultant shall take into account community and stakeholder input. For this purpose, the Consultant shall develop handouts for these meetings that summarize the findings and analysis from the Public Review Draft. The Consultant shall also prepare and distribute updated information, as necessary, to facilitate discussion in Focus Group Meetings in which the Consultant is unable to attend.

In-person attendance at any meetings shall depend on State guidelines and guidance from the Centers for Disease Control and Prevention ("CDC"). Where possible, the Consultant shall conduct more than one in-person meeting with City staff, stakeholders, the BIA, the Municipal Utilities and Public Works Commission, and/or other interested parties per meeting day.

EXHIBIT "B"
PROJECT SCHEDULE

Task No.	Description	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.
1	Evaluate DIF Program								
2	Development of Project Strategy and Kickoff Meeting								
3	Develop Population and Demographic Projections								
4	Identify Facility/Capital Needs and Levels of Service								
5	Develop Methodology for Calculating New Fee Amounts								
6	Determine Fee Levels and Conduct Housing Affordability Analysis								
7	Prepare Draft and Final Reports								
8	Project Management								
Ongoing	Communication, Education, and Outreach of Project								

EXHIBIT "C"
FEE SCHEDULE

Description	Title	Hourly Rate	Est. Hours	Total Cost
Task #1: Evaluate Current DIF Program	President/MD	$285	2	$570
	Vice President	$240	6	$1,440
	Senior Associate	$185	3	$555
		Task 1	**11**	**$2,565**
Task #2: Development of Project Strategy and Kickoff Meeting	President/MD	$285	3	$855
	Vice President	$240	3	$720
	Senior Associate	$185	0	$0
		Task 2	**6**	**$1,575**
Task #3: Develop Population and Demographic Projections	President/MD	$285	2	$570
	Vice President	$240	2	$480
	Senior Associate	$185	8	$1,480
		Task 3	**12**	**$2,530**
Task #4: Identify Facility/Capital Needs and Levels of Service	President/MD	$285	4	$1,140
	Vice President	$240	24	$5,760
	Senior Associate	$185	12	$2,220
		Task 4	**40**	**$9,120**
Task #5: Develop Methodology for Calculating New Fee Amounts	President/MD	$285	4	$1,140
	Vice President	$240	4	$960
	Senior Associate	$185	8	$1,480
		Task 5	**16**	**$3,580**
Task #6: Determine Fee Levels	President/MD	$285	4	$1,140
	Vice President	$240	4	$960
	Senior Associate	$185	8	$1,480
		Task 6	**16**	**$3,580**
Task #7: Prepare Draft and Final Reports	President/MD	$285	8	$2,280
	Vice President	$240	12	$2,880
	Senior Associate	$185	32	$5,920
		Task 7	**52**	**$11,080**
Task #8: Project Management	President/MD	$285	24	$6,840
	Vice President	$240	24	$5,760
	Senior Associate	$185	10	$1,850
		Task 8	**58**	**$14,450**
Total Not to Exceed	President/MD	$285	51	$14,535
	Vice President	$240	79	$18,960
	Senior Associate	$185	81	$14,985
		Subtotal	**211**	**$48,480**
		Out-of-Pocket Expenses		$1,500
		Total		**$49,980**

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

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

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

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

DAVID TAUSSIG AND ASSOCIATES, INC.
DBA DTA

By: David Taussig
David Taussig, President

Date: 10/23/21

"A City That Works"

City Council Meeting **H. 13.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve sole source services with Bio Tox Laboratories, Inc. in an amount not-to-exceed $40,000 per year for forensic toxicology testing services from July 1, 2022 through June 30, 2024 (Police Chief Catren)

MOTION(S):

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

I move to approve sole source services with Bio Tox Laboratories, Inc. in an amount not-to-exceed $40,000 per year for forensic toxicology testing services from July 1, 2022, through June 30, 2024.

RECOMMENDATION:

Staff recommends that council approve sole source services with Bio Tox Laboratories, Inc. in an amount not-to-exceed $40,000 per year for forensic toxicology testing services from July 1, 2022, through June 30, 2024.

DISCUSSION:

Toxicology testing is the laboratory testing of body fluids and tissues to detect the presence and concentrations of alcohol, drugs, poisons, and any other foreign substances. Results of toxicology testing assists law enforcement agencies in their investigation and prosecution of crimes. Many criminal cases require testing of those suspected of being under the influence of drugs or alcohol. Further, the number of criminal investigations has increased over the past years, resulting in an increase in the volume of blood samples sent for toxicological screening.

The costs associated with toxicology testing and services have been rising. On average, the cost of each test is 4%-6% greater for the upcoming fiscal year

than it was for FY 2021-2022. The costs quoted for FY 2023-2024 will be about 4%-6% greater than for FY 2022-2023. To accommodate the increase in costs, the Redlands Police Department is requesting an amount not to exceed $40,000 for each of the next two fiscal years 2022-2023 and 2023-2024.

These are specialized services and there are a very limited number of providers in California. A search was conducted to find other local providers of these laboratory services and no other providers could be found in the Inland Empire. It is important to have a local provider for these services to reduce the cost of transporting samples and to improve the timeliness of results and responses to inquiries. The vendor utilized by the Department to draw blood samples transports them to Bio-Tox as part of their contract at no additional cost.

The service provided by Bio-Tox is very expensive to perform. The company is licensed by the State of California and each analyst is individually certified. Bio-Tox services are used by CHP, San Bernardino, Riverside and San Diego Counties. The San Bernardino County Sheriff's Department does not perform this service as the equipment is very expensive, OSHA and EPA regulation compliance issues are difficult to accommodate, and training staff make it more cost-effective to have Bio-Tox perform the analysis. For these reasons, a sole source authorization is requested.

ALTERNATIVES:

Do not approve sole source services for toxicology testing.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:

Christopher R. Catren, Chief of Police

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:

Travis Martinez, Deputy Chief of Police

Fiscal Impact

Fiscal Year: 22-23
Revenue Generating: N
Appropriation Required Y/N: N
Budgeted Y/N: Y
Discussion:
These services are included in the Department's budget request for FY 2022/2023.

Fiscal Year: 23-24
Revenue Generating: N
Appropriation Required Y/N: N
Budgeted Y/N: Y
Discussion:
These services are included in the Department's budget request for FY 2023/2024.

Attachments

Pricing Guide for Bio Tox FY 22/23
Pricing Guide for Bio tox FY 23/24

REDLANDS POLICE DEPARTMENT PRICING SCHEDULE
July 1, 2022 through June 30, 2023

Test Description	Unit Charge
6-Panel Drug Screen* *(Includes Methamphetamine, Cocaine, Morphine/Codeine, PCP, Benzodiazepines, and Cannabinoids)*	$ 47.00
10-Panel Drug Screen* *(Includes 6-Panel Drug Screen plus Carisoprodol, Fentanyl, Oxycodone and Zolpidem)*	$ 79.00
13-Panel Drug Screen* *(Includes 10-Panel Drug Screen plus Buprenorphine, Methadone and Tramadol)*	$ 99.00
Alcohol Analysis, Title 17	$ 65.00
Benzodiazepines Panel with Quantitation	$195.00
Comprehensive Drug Screen Panel* (*Drug screen to include over 200 prescription drugs)*	$220.00
GHB	$215.00
Quantitative Confirmation by LC/MS/MS, per drug class (*Includes Amphetamines, Cannabinoids, Cocaine, PCP, Opiates)*	$125.00
Other Drugs by LC/MS/MS *(Some may be slightly higher)*	$140.00
Biohazard Waste Fee, Per Sample	$ 1.00
Chain of Custody Fee (Per Sample not Tested)	$ 25.00
Leaking Sample	$ 35.00
Name Discrepancy	$ 35.00
Report Corrections (Agency request)	$ 35.00
Sample Return	$ 35.00
Trip Charge—No charge if trip cancelled prior to arrival	$ 30.00

*All positive drugs screens will be confirmed by LC/MS/MS.
Drugs listed in panels may change based on laboratory discretion.

REDLANDS POLICE DEPARTMENT PRICING SCHEDULE
July 1, 2023 through June 30, 2024

Test Description	Unit Charge
6-Panel Drug Screen* *(Includes Methamphetamine, Cocaine, Morphine/Codeine, PCP, Benzodiazepines, and Cannabinoids)*	$ 50.00
10-Panel Drug Screen* *(Includes 6-Panel Drug Screen plus Carisoprodol, Fentanyl, Oxycodone and Zolpidem)*	$ 83.00
13-Panel Drug Screen* *(Includes 10-Panel Drug Screen plus Buprenorphine, Methadone and Tramadol)*	$105.00
Alcohol Analysis, Title 17	$ 71.00
Benzodiazepines Panel with Quantitation	$210.00
Comprehensive Drug Screen Panel* (*Drug screen to include over 200 prescription drugs)*	$230.00
GHB	$220.00
Quantitative Confirmation by LC/MS/MS, per drug class (*Includes Amphetamines, Cannabinoids, Cocaine, PCP, Opiates)*	$130.00
Other Drugs by LC/MS/MS *(Some may be slightly higher)*	$145.00
Biohazard Waste Fee, Per Sample	$ 1.00
Chain of Custody Fee (Per Sample not Tested)	$ 25.00
Leaking Sample	$ 35.00
Name Discrepancy	$ 35.00
Report Corrections (Agency request)	$ 35.00
Sample Return	$ 35.00
Trip Charge—No charge if trip cancelled prior to arrival	$ 35.00

*All positive drugs screens will be confirmed by LC/MS/MS.
Drugs listed in panels may change based on laboratory discretion.

"A City That Works"

City Council Meeting **H. 14.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a single-source purchase of the Eventide Hardware and Software Recording system in the amount of $41,875.88 (Police Chief Catren)

MOTION(S):

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

I move to approve the single-source purchase of the Eventide Hardware and Software Recording system in the amount of $41,875.88.

RECOMMENDATION:

Staff recommends that Council approve the single-source purchase of the Eventide Hardware and Software Recording system in the amount of $41,875.88.

DISCUSSION:

Recently, the Police Department has encountered issues with merged audio from telephone recordings and radio traffic recordings in the Communication Center with our current long term recorder (VPI). While attempting to identify the issue, it was discovered that the current recorder requires Microsoft Silverlight for playback. Unfortunately, Microsoft Silverlight reached the end of tech support on October 12, 2021. When staff reached out to our VPI representative, we were told that our recorder will still work beyond the October date. However, we will be required to upgrade our system to pull recordings if we encounter any technical issues. The vendor estimates 60 days from the time of purchase to implementation, posing a significant risk should we receive subpoenas or Public Records Act (PRA) requests and are waiting for a new product install. We asked the vendor why they did not inform their clients of this change and did not receive a clear response.

Staff realizes this is an unexpected, but absolutely necessary expense. Staff has been in continued communication with IT and has asked for their input regarding our selection. IT recommends a product that is tied to Vesta, our current public safety phone system, to streamline support and troubleshoot issues should they arise. Staff is confident Eventide will be a more viable long term solution for our department. Eventide support is provided through Frontier and will utilize the same technicians that are currently responsible for the Police Department's Vesta equipment. Because that important feature is only available with the Eventide Hardware and Software Recording system, the vendor being local and able to provide on-site installation/ support requirements and the urgency with which the system needs replacement all support the request to use a single-source purchase process.

The quote provided includes support that will cover the entire system through the end of our current Vesta contract, at which time we may elect to utilize grant funds for necessary upgrades. Eventide offers a network attached storage unit, which stores the recordings away from the logger. If the server crashed or the logger went down, the recordings would not be adversely affected.

PROS:

- Linux based which is typically more stable than Windows.
- External storage solutions, recordings would not be affected if the logger crashed.
- No additional equipment required.
- Storage provided should provide 4-years of recordings based on our current call volume.
- Remote training option.
- Feedback from surrounding agencies that currently use the product suggest it is easy to use and requires minimal staff time.
- 4-year support option would allow for the department to potentially utilize grant funds for upgrades, if needed.
- Support is provided by our current Frontier technicians.
- Fast response time

ALTERNATIVES:

Do not approve the sole-source purchase of the Eventide Hardware and Software Recording system in the amount of $41,875.88.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Christopher R. Catren, Chief of Police

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

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

PREPARED BY:
Shayna Walker, Operations Manager

Fiscal Impact

Fiscal Year:	2021-2022
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$41,875.88
Budgeted Y/N:	Y
Account No.:	604900-6703

Discussion:

Funding for this purchase is included in the IT Division's budget for FY 2021-2022.

Attachments

Eventide Quote
Single Source Eventide

QUOTATION

An Employee-Owned Company
Capture Technologies, Inc.
6060 Sunrise Vista Dr. Suite 3000, Citrus Heights, CA 95610
t. 800.544.5050 f. 510.534.0202

Number CAPQ7473-01
Date Apr 8, 2022

Sold To	Ship To	Account Executive
REDLANDS PD Kim Howard 1270 W Park Ave Redlands, CA 92373	**REDLANDS PD** Kim Howard 1270 W Park Ave Redlands, CA 92373	Chris Williams 6060 Sunrise Vista Drive Suite 3000 Citrus Heights, CA 95610 CSL #876993 cwilliams@capturet.com
Phone 909-798-7634 **EMAIL** khoward@redlandspolice.org	**Phone** 909-798-7634 **Fax**	**Phone** 510-967-2221

Payment Options		
Initial Payment Due Upon Approval	**Terms**	**Payment Options**
$0.00	Milestone Billing	

QUOTED: Capture Technologies Providing turnkey EVENTIDE Hardware & Software Recording

INCLUDES: 1 NexLog EVENTIDE 740-DX Recording system turnkey with 16 Channels RADIO Recording + 8 channels VOIP VESTA recording
INCLUDES: Enhanced REPORTING !
INCLUDES: DUAL Hard Drives & Power Supplies Hot Swap!
INCLUDES: NAS for long term storage
INCLUDES: ANI/ALI
INCLUDES: Capture Technologies Certified Installing & Training & Support ONSITE: 4 Year (48 months) Onsite Tech support and Hardware & Software Warranty & SMA 24/7
INCLUDES: Shipping & Handling

OPTIONAL features listed to consider, including NG911 BUNDLE! & EXTENDED Warranty support!

Part #	Description	Qty	Unit Price	Ext. Price
	EVENTIDE RECORDING HARDWARE & SOFTWARE INCLUDES:	1	$19,110.00	$19,110.00
NexLog740DX	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based Configuration manager, dual hot- swap 120-240VAC 50/60Hz power supplies.			
DX801	TOUCH--7" Color LCD Screen for NexLog 840 DX-Series Recorder			
DX799	2x1TB HotSwap RAID1=1TB storage			
DXANA16	RADIO--16-Channel Analog PCIe (PCI Express) Card, 16 Ch. Licenses			
324430	Rack Mount Slides - 4 Post, 3U (for NexLog 740+DX)			
	EVENTIDE SOFTWARE LICENSING			
271052	VESTA--VOIP Licensing QTY 8 pack--G.711 Channels			
271140	VESTA--EVENTIDE Interface license for VESTA 911 IP/SPAN Recording			

Part #	Description	Qty	Unit Price	Ext. Price
271083	8 pack MediaWorks PLUS (web) concurrent license			
115021	FREE**** Enhanced Reporting Package			
209029	FREE- 911 NENA ANI/ALI CAD Spill Integration - USA/Canada only			
271111	FREE--Eventide MP3 option for MediaWorks DX			
271109	FREE--Eventide SSL Enabler option			
Install-Kit	FREE--Install Kit, Voice Logging			
UPS	FREE--UPS SMART 1500 120V-1KW-1440VA-USB RACK MNT			
DXSUS-12MO	FREE 1st YEAR! (SMA) Software Update Subscription (DXSUS) for complete DX-Series recording Solution,			
	****NAS Auto Archiving Separate device** (4TB) USABLE STORAGE**			
RR230400-NAS	NETGEAR ReadyNAS 2304, (6TB in a RAID array) Rackmount 1U 4-bay, Dual Gigabit **(4TB Usable Storage)** Includes Install and Support Services for 24 months Warranty	1	$2,250.00	$2,250.00
	****48 month-24/7 Warranty & Service Support Maintenance ****			
	**INCLUDES:	1	$14,650.00	$14,650.00
CNVL-Support	Full Warranty Coverage including 800# Phone Remote & LOCAL Onsite Labor Support, Full Hardware & Software Warranty -24/7 ---48 Months of coverage from date of Delivery.			
DXSUS-12MO	Software Update Subscription (DXSUS) for complete DX-Series recording Solution, (48 months)			
	Installation Onsite & Training Services			
Inst--PM	Capture Technologies Project Management & Certified Local Installation Onsite.	1	$4,500.00	$4,500.00
	INCLUDED Project Management			
	INCLUDED Server Burn In			
	INCLUDED Server Install			
	INCLUDED NEW Application Training performed by Installing Engineer Onsite			

Part #	Description	Qty	Unit Price	Ext. Price

SubTotal	$40,510.00
Tax	$1,365.88
Shipping-FOB Destination	$0.00
Total	**$41,875.88**

To accept this quotation sign here and return

Signature Date

Thank You For Your Business!

Did you know that Secure deposits & payments can now be made online at www.capturet.com

Sole Source/ Single Source/ Standardization Form

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

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

Date: 9/8/21

TO: Purchasing Division

FROM: Shayna Walker

Purchase Requisition # _____

Estimated Total Cost: $ $41,875.88

Proposed Vendor: Eventide

Request Term: 4 years

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: X

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

Please refer to staff report.

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

☐ Yes ■ No

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

No, Eventide support is provided through Frontier and utilizes the same technicians that are cu

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

Shayna Walker

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

The Police Department would solicit three bids and per City purchasing guidelines go with the lowest bidder. However, this creates complications as not every vendor is a purchaser/partner of the equipment we currently have installed in our comm center. .

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Shayna Walker Digitally signed by Shayna Walker DN: cn=Shayna Walker, o=Redlands Police Department, ou=Support Services, email=swalker@redlandspolice.org, c=US Date: 2021.05.24 08:55:03 -07'00' 09/08/2021

Prepared by Date

_____

Department Director Date

Purchasing Approvals

_____

Purchasing Agent Approval Date

_____

City Manager Approval Date

"A City That Works"

City Council Meeting **H. 15.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Interlocal Agreement Between the Town of Apple Valley, the Cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, and the County of San Bernardino Concerning Distribution of the 2021 Justice Assistance Grant Award, and an additional appropriation of $17,538 dollars to the police department (Police Chief Catren)

MOTION(S):

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

I move to approve the Interlocal Agreement Between the Town of Apple Valley, the Cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, and the County of San Bernardino Concerning Distribution of the 2021 Justice Assistance Grant Award, and an additional appropriation of $17,538 dollars to the police department.

RECOMMENDATION:

Staff recommends that City Council approve the Interlocal Agreement Between the Town of Apple Valley, the Cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, and the County of San Bernardino Concerning Distribution of the 2021 Justice Assistance Grant Award, and an additional appropriation of $17,538 dollars to the police department.

DISCUSSION:

As in past years, the Redlands Police Department (RPD) is entitled to a share of the 2021 Justice Assistance Grant (JAG) Award monies which are allocated based city population. All of the above listed governmental agencies agree to allow the County of San Bernardino to administer the grant funds and to distribute to each agency their allocated monies to expend the funds in accordance with JAG guidelines. The RPD will receive $17,538. The police department plans to utilize the $17,538 to expand its community-based automated license plate reader program (ALPR).

The RPD has partnered with various community stakeholders to create a community-based ALPR camera program on a small scale due to budgetary constraints. This grant project will allow the City of Redlands to expand the program which will no doubt help solve or prevent acts of violence and other crimes. ALPRs are high-speed camera systems that photograph license plates, convert the numbers and letters into machine-readable text, tag them with the time and location, and upload that data into a database for retrieval. Regionally, law enforcement agencies that use ALPRs compare plates to a "hot list" of plates suspected of being connected to violent crimes, child abduction, and terrorist activity. Many cities throughout San Bernardino County are already participating in ALPR information sharing.

The RPD is sensitive to concerns regarding ALPRs and has been very transparent in the manner it deploys such cameras by holding townhall meetings, explaining deployments, allowing the Redlands Privacy Council to vet the program, and preparing City Council staff reports which further allow the public to comment on the program. The RPD utilizes the vendor Flock Safety, Inc. to install these cameras at strategic locations to capture vehicles leaving certain areas of the city in an effort to identify suspects who have just committed a crime. The Flock Safety vendor focuses on addressing privacy concerns and only retains the images of the vehicles for 30 days. Access to the images is regulated by RPD policy, which can be found on the RPD's website. Currently, there are 32 Flock Safety cameras deployed in the City of Redlands. The City only pays for seven of those 32 cameras. Residents, business owners, and other organizations have funded the other 25 cameras.

ALTERNATIVES:

Do not accept the grant.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Christopher R. Catren, Chief of Police

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

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

PREPARED BY:
Travis Martinez, Deputy Chief

Fiscal Impact

Fiscal Year:	22-23
Revenue Generating:	Y
Appropriation Required Y/N:	Y
Amount:	17538
Budgeted Y/N:	N
Discussion:	

Attachments

JAG Agreement
Additional Appropriation

INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF APPLE VALLEY, THE CITIES OF ADELANTO, BARSTOW, CHINO, COLTON, FONTANA, HESPERIA, HIGHLAND, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO, UPLAND, VICTORVILLE, AND SAN BERNARDINO COUNTY, CA

CONCERNING DISTRIBUTION OF THE
2021 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this 14th day of December, 2021, by and between SAN BERNARDINO COUNTY, acting by and through its governing body, the Board of Supervisors (hereinafter referred to as "COUNTY"), and the aforementioned TOWN (hereinafter referred to as "TOWN") and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the Town Council and City Councils, all of whom are situated within San Bernardino County, State of California, as follows:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the COUNTY agrees to release to TOWN and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement; and COUNTY agrees to use the five percent (5%) of JAG award funds received from TOWN and CITIES under this agreement for administrative fees toward the administration of TOWN's and CITIES' programs during the entire permissible duration of said programs; and TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with JAG guidelines; and TOWN and CITIES each agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected on Appendix 1 for administrative fees toward the administration of this program; and additionally the TOWN and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines, and that the interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines; and

WHEREAS, the TOWN, CITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds,

NOW THEREFORE, the COUNTY and TOWN and CITIES agree as follows:

Section 1.

COUNTY agrees to release to TOWN and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, and; COUNTY agrees to use the five percent (5%) of JAG award funds received from

TOWN and CITIES under this agreement for administrative fees toward the administration of the TOWN's and CITIES' programs during the entire permissible duration of said programs.

Section 2.

TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with the JAG guidelines; and TOWN and CITIES agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected in Appendix 1, for administrative fees toward the administration of this program, and; TOWN and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines and that all interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines.

Section 3.

TOWN and CITIES agree to enter into a sub-award grant agreement with the COUNTY in order to acknowledge receipt of the federal award information and applicable compliance requirements, including special conditions for each sub-award, before receiving grant funds.

Section 4.

TOWN and CITIES agree to provide COUNTY with sufficient timely information as necessary within five business days after receiving written request from COUNTY to meet JAG requirements for quarterly and annual financial and performance reports.

Section 5.

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

Section 6.

Nothing arising from this Agreement shall impose any liability for claims or actions against TOWN and/or CITIES other than what is authorized by law.

Section 7.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

Section 8.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9.

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

TOWN OF APPLE VALLEY, CA

Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

SAN BERNARDINO COUNTY, CA

Curt Hagman
Chair, County Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD:

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

APPROVED AS TO FORM:

~~*Steven O'Neill~~ Tom Bunton
Interim County Counsel

by: Katherine Hardy, Deputy

*By law, the County Counsel's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our clients. Our approval of this document was offered solely for the benefit of our clients. Other parties should not rely on this approval and should seek review and approval by their own respective attorneys.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF ADELANTO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF BARSTOW, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF CHINO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF COLTON, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF FONTANA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF HESPERIA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF HIGHLAND, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF MONTCLAIR, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF ONTARIO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF RANCHO CUCAMONGA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF REDLANDS, CA

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF RIALTO, CA

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City Administrator

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF SAN BERNARDINO, CA

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF UPLAND, CA

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City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF VICTORVILLE, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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2021 Justice Assistance Grant
Appendix 1

Jurisdiction	Allocation	5% Administrative Fee	Award
San Bernardino County	$85,641	($4,282)	$81,359
Adelanto	$18,861	($943)	$17,918
Apple Valley	$19,964	($998)	$18,966
Barstow	$21,567	($1,078)	$20,489
Chino	$20,414	($1,021)	$19,393
Colton	$16,131	($807)	$15,324
Fontana	$54,155	($2,708)	$51,447
Hesperia	$31,260	($1,563)	$29,697
Highland	$18,937	($947)	$17,990
Montclair	$17,609	($880)	$16,729
Ontario	$50,398	($2,520)	$47,878
Rancho Cucamonga	$28,029	($1,401)	$26,628
Redlands	$18,461	($923)	$17,538
Rialto	$38,499	($1,925)	$36,574
San Bernardino	$214,640	($10,732)	$203,908
Upland	$20,540	($1,027)	$19,513
Victorville	$66,604	($3,330)	$63,274
Total	$741,710	($37,085)	$704,625

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 04/21/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Police

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
All Other Equipment	200202	8706	F202027	17,538.00
				$ 17,538.00 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200202	4407	F202027	17,538.00
				$ 17,538.00 -

JUSTIFICATION: JAG 2021 Grant Award

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

"A City That Works"

City Council Meeting **H. 16.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Receive and File notice of issuance of an emergency sole source purchase order with Ontario Refrigeration for compressor at State Street City Hall in the amount of $71,108 (Assistant City Manager Boatman)

MOTION(S):

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

1. I move to receive and file the notice of issuance of an emergency sole source purchase order with Ontario Refrigeration in the amount of $71,108.

RECOMMENDATION:

Staff recommends that the City Council receive and file the notice of issuance of an emergency sole source purchase order with Ontario Refrigeration in the amount of $71,108.

DISCUSSION:

On May 25, 2022, one of the two compressors at the State Street City Hall facility failed. Per Redlands Municipal Code 2.16.130 an emergency purchase order was appropriate as this was "a breakdown in machinery or essential service which requires the immediate procurement of goods, services or non-public project construction work, to protect the public health, welfare, safety or property." On June 2, 2022, the City's Procurement Manager issued Purchase Order Number 22212275, which is attached as a reference.

ALTERNATIVES:

Not Applicable

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Chris 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
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Tricia Swope, Manager, Facilities and Community Services

Fiscal Impact

Fiscal Year:	FY 2021-22
Amount:	$71,018
Account No.:	101310

Discussion:

There is sufficient funding included in the City Hall/State Street Division budget to cover the expenses related to this sole source emergency procurement.

Attachments

A. Purchase Order 22212275

PURCHASE ORDER

Fiscal Year 2022

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

Purchase Order Number **22212275**

Purchase Order Date **06/02/2022**

Department **FACILITIES & COMMUNITY SERVICE**

Required By **06/02/2022**

Bill To FINBIL

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

Ship To FCSHLL

FCSD City Hall
35 Cajon St
Suite 222
Redlands, CA 92373

Vendor 2728

ONTARIO REFRIGERATION SERVICE INC
635 S MOUNTAIN AVE
ONTARIO, CA 91762

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		2728	12213007	Larry Alms	EMERGENCY PURCHASE ORDER

NOTES

CITRUS CENTER COMPRESSOR REPLACEMENT

EMERGENCY PURCHASE ORDER AS PER QUOTE NO.118053122A DATED MAY 31, 2022.

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PREVAILING WAGES REQUIREMENT: THIS PROJECT IS SUBJECT TO STATE PREVAILING WAGE LAWS. THE VENDOR SHALL USE THE WAGE DETERMINATION PER DIR REGULATIONS.

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ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	CITRUS CENTER HANDBELL SCREW COMPRESSOR REPLACEMENT AT 300 E STATE STREET.	1.0000	EA	$71,018.0000	$71,018.00

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

Deana Abramovich-Daniel
PROCUREMENT MANAGER

Total Ext. Price $71,018.00

Purchase Order Total $71,018.00

PLEASE SEE ATTACHED PURCHASE ORDER TERMS AND CONDITIONS

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

1. INVOICES: Each purchase order is to be invoiced separately and all invoices shall be submitted to the billing address as shown on the front of the Purchase Order. All invoices, shipping documents, correspondence, and-related papers must have the purchase order number and consignee shown clearly in their face.

2. PACKAGING AND DRAYAGE: Unless so specified on the Purchase Order and evidenced by a copy of the freight bill attached to the invoice, there shall be no charge to the City for either packaging and/or drayage

3. INSPECTION: All materials and workmanship provided under the terms of the Purchase Order are subject to inspection and test by the City to ensure compliance with the requirements and specifications contained therein. In the event that the goods or services delivered are defective, or are not in conformity with the Purchase Order, the City shall have the right to either reject said goods or services, or require that they be corrected or otherwise brought into conformity with the terms set forth in the Purchase Order.

4. RESPONSIBILITIES: Unless otherwise specified in the Purchase Order, the supplier/contractor shall be responsible for all items covered in said Purchase Order until delivered at the designated delivery point and thereafter accepted by the City. Supplier/contractor shall bear all risks as the goods and services provided until they are finally accepted by the City. Upon the City's notice to supplier/contractor of its rejection of the goods or services provided or the need for the correction thereof. All such defective goods or services shall be removed from City premises, and any and all expenses incurred in the removal and/or correction of such defective goods or services shall be borne entirely by the supplier/contractor.

5. ACCEPTANCE: The City's final acceptance of the goods or services provided under the Purchase Order shall be conclusive except in those instances where a latent defect or fraud is subsequently discovered, or when a supplier/contractor has committed such gross mistakes that they are tantamount to a fraud. The City's failure to inspect and either accept or reject the goods or services delivered shall not relieve the supplier/contractor for the responsibility for strict compliance with the terms and specifications of the Purchase Order.

6. CHANGES: This Purchase Order may, at any time, be changed with regard to the materials or services to be furnished, the quantity ordered, the unit price, discount, delivery point or arrangements, terms or any other matters affecting a valid order. However, in order to be effective, any such change or amendment causes an increase or decrease in the cost of performance hereunder, an equitable adjustment shall be made to reflect the increase or the decrease in the cost thereof. Any such adjustment shall be subject to the written approval of the Purchasing Agent. No variation in the quality, quantity, or coat of any item called for by this Purchase Order Shall be acceptable by the City except in pursuance of a written Change Order approved by the Purchasing Agent.

7. TERMINATION: This Purchase Order may be terminated, in whole or in part, at any time, by written notice to the supplier/contractor. Such termination shall be effective with respect to the quantity, manner, and time specified in such notice. The City shall be liable at the stipulated price only for such materials and/or services as have been delivered and/or rendered and accepted as of the effective date of said written notice. The City shall not be liable for any excess cost arising out of such termination, and failure of the supplier/contractor to cease delivery and/or work upon receipt of such termination notice shall not occasion a claim for extra costs.

8. TIME IS OF THE ESSENCE: In the event that the supplier/contractor fails to perform this Purchase Order within the time specified, the Purchasing Agent may, by written notice, order the supplier/contractor to cease further deliveries and may hold the supplier/contractor liable for any damages caused to the City by reason of such delay. If no time is specified, it is expected that the supplier/contractor shall begin performance within a reasonable time after placement of the order. The City may extend periods of performance if the facts as to the cause of the delay, in sole opinion of the Purchasing Agent, justify such an extension.

9. LIABILTIY: The supplier/contractor shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, and agents from all claims, losses, damages, costs, expenses and suits, in law or in equity, because of personal injury, property damage, or alleged or actual patent infringements, based on the performance of this Purchase Order or asserted against it. Further, supplier/contractor warrants that the City shall not be responsible for any damages that may be claimed by reason or death injury of the person of the supplier/contractor's officer, agents, employees, invitees or licensees or for damage to any property of the supplier/contractor or any other damage that may arise or result at anytime because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed by proximately or otherwise by reason of, or in course of, carrying out this Purchase Order.

10. DISPUTES: All disputes concerning questions of fact which may arise under this Purchase Order under this Purchase Order, and not disposed of by mutual agreement and/or consent, shall be decided by the sole discretion of the Purchasing Agent. All disputes concerning questions of law, which may arise under this Purchase Order, shall be decided under applicable laws of the State of California.

11. PAYMENTS: Payments shall be made upon submission of an itemized invoice, presented in duplicate of the prices stipulated in the Purchase Order and within 30 days of becoming due for supplies delivered and accepted or services rendered and accepted, less deductions if any. When requested by the supplier/contractor, payment on partial deliveries may be made whenever, in the sole discretion of the Purchasing Agent, the surrounding circumstances warrant such partial payment. In the event and, if for any reason, an overpayment is made; the City requires prompt refund of said overpayment by way of supplier/contactor's properly referenced check.

12. LICENSOR: All supplier/contractors who perform work within the City, must have on file at the Redlands City Revenue Office, a current and valid city business license.

13. CONFORMITY WITH SAFETY ORDERS: The goods and/or services covered by this Purchase Order or contract must conform to the safety order of OSHA, CAL-OSHA, and/or NIOSHA and any and all applicable material safety data sheets (MSDS).

14. PREVAILING WAGES: When applicable, the City is subject to the State of California prevailing wage laws as set forth in California Labor Code Section 1770 et seq. The contractor is responsible for determining the appropriate Department of Industrial Relations (DIR) classification for the various employees and subcontractors used for a particular project or service. The rates for each classification are posted on the DIR website at http://www.dir.ca.gov/DIRdatabases.html. All contractors performing work for the City are responsible for abiding by all applicable prevailing wage laws, and must furnish the City with Certified Payroll Records upon request.

"A City That Works"

City Council Meeting **H. 17.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a license agreement with David Kramer for use of the Orange Street Alley for outdoor dining purposes and determination that approval of the license agreement is categorically exempt from environmental review pursuant to Section 15301 of the California Environmental Quality Act Guidelines (Assistant City Manager Boatman)

MOTION(S):

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

1. I move to determine that approval of the license agreement with David Kramer for use of the Orange Street Alley for outdoor dining purposes is categorically exempt from further environmental review pursuant to Section 15301 of the California Environmental Quality Act Guidelines; and

2. I move to approve the License Agreement with David Kramer.

RECOMMENDATION:

Staff recommends that the City Council approve the license agreement with David Kramer for use of the Orange Street Alley and determine that approval of the project is categorically exempt from further environmental review pursuant to Section 15301 of the California Environmental Quality Act Guidelines.

DISCUSSION:

The Orange Street Alley was re-purposed into a public park and includes enhanced pedestrian elements such as pavers, raised planters, decorative light standards, arched trellises, and gates. Since its completion, it has become a space not only for pedestrians, but also for restaurants who want to provide an outdoor dining experience for their patrons. On December 18, 2018, the City

Council approved a license agreement with David Kramer to lease 550 square feet of space within the alley for outdoor dining purposes. The current agreement with Mr. Kramer expires July 2, 2022. Mr. Kramer is requesting to enter into another agreement to continue the use of the park for outdoor dining purposes associated with his restaurant, The Cope House. The attached agreement is for a three-year term with a cost $3.50 per square foot. Monthly rent will equate to $1,925.00 or $23,100.00 annually. The attached agreement will begin on July 3, 2022, and will end July 3, 2025.

Approval of the license agreement is exempt from further environmental review pursuant to Section 15301 of the California Environmental Quality Act guidelines. This section pertains to licensing existing facilities involving negligible or no expansion of use. The subject area within the Orange Street Alley consists of an existing park and approval of the license agreement will have a negligible expansion of the existing use. The license agreement permits Mr. Kramer to use the park for outdoor dining purposes.

ALTERNATIVES:

The City Council may decline the approval of the license agreement and provide alternative direction to staff.

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Chris 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

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	FY 2021-22
Revenue Generating:	Y
Amount:	$23,100

Account No.: 101303

Discussion:

The License Agreement requires payment of rent in the amount of $1,925.00 per month or $23,100.00 annually during the term of the Agreement which will be deposited into the Parks Division Fund (101303).

Attachments

Agreement

LICENSE AGREEMENT BY AND BETWEEN THE CITY OF REDLANDS
AND DAVID KRAMER DOING BUSINESS AS THE COPE HOUSE

This License Agreement ("License") is made and entered this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation and general law city ("City"), and David Kramer, an individual, dba The Cope House ("Licensee"). City and Licensee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Licensee is the owner and operator of a restaurant, commonly known as The Cope House, located at 19 East Citrus Avenue in the City of Redlands; and

WHEREAS, Licensee desires to provide its customers with an outdoor dining venue within City's Orange Street Alley Park (the "Park"); and

WHEREAS, City is the owner in fee simple of the Park particularly described in Exhibit "A" attached hereto and incorporated by reference herein; and

WHEREAS, City and Licensee are presently parties to a park license agreement, dated December 18, 2018, which expires on July 2, 2022; and

WHEREAS, it is the desire of City and Licensee to enter into this new License to set forth terms and conditions pursuant to which City will continue to license a portion of the Park to Licensee.

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

AGREEMENT

Section 1. Premises. City hereby grants to Licensee a revocable, non-excusive license to provide outdoor dining services within City's Park in connection with the operation of Licensee's The Cope House restaurant located adjacent to the Park (the "License"). The outdoor dining area subject to this License consists of approximately five hundred fifty (550) square feet located adjacent to 19 East Citrus Avenue, Redlands((the "Premises") and is more particularly described in Exhibit "A," which is attached hereto and incorporated herein by this reference.

Section 2. Acknowledgment of License and Disclaimer of Tenancy.

A. Licensee acknowledges and agrees that City is the owner of the Premises and that nothing in this License grants to Licensee any right, title or interest in the Premises, except for the revocable, non-exclusive right to use the Premises as provided in this License. Licensee is not a tenant or lessee of City and holds no rights of tenancy or leasehold in relation to the Premises.

B. In consideration of City's grant of this License, Licensee specifically and expressly waives, releases, and relinquishes any and all rights to assert any claim of right, privilege or interest in the Premises other than the rights expressly granted by this License.

C. The consideration paid by Licensee pursuant to Section 4 of this License is consistent with the value of the rights comprising the License privilege; the consideration is not consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Premises.

D. Licensee further acknowledges and agrees that without the representations and agreements set forth herein, City would not enter into this License.

Section 3. Term. The term of this License shall commence on July 3, 2022, and end on July 3, 2025, unless earlier terminated as provided for herein. Either Party may terminate this License by providing written notice of such termination to the other Party at least thirty (30) days prior to the noticed termination date. Upon termination or expiration of this License, and upon request of Licensor, Licensee shall remove, as requested by Licensor, any improvements, fixtures, equipment and other personal property placed upon the Premises by Licensee. The cost and expenses of such removal, together with the repair of any damage occasioned thereby, will be borne solely by the Licensee. If Licensee remains in possession of the Premises after expiration or earlier termination of this License without City's written consent, Licensee's continued occupancy of the Premises shall be equivalent to a tenancy at sufferance and Licensee shall pay an increased License fee during the holdover period in the sum of one thousand dollars ($1,000) per month.

Section 4. License Fee. Licensee shall pay to City a monthly fee in the sum of one thousand nine hundred and twenty-five dollars ($1,925.00) for use and occupancy of the Premises. The initial monthly fee payment shall be paid to City prior to July 10, 2022. All subsequent monthly fee payments shall be made prior to the tenth day of each month for which the License Fee is then due. All payments are to be made payable to the City of Redlands, Finance Department/Revenue Division, P.O. Box 3005, Redlands, California, 92373. A late fee of fifty dollars ($50.00) shall be added and due for any License Fee made after the tenth day of the month. Any dishonored check shall be considered as an unpaid License Fee.

Section 5. Security Deposit. The security deposit presently held by City in the amount of one thousand dollars ($1,000.00) shall be retained by City to secure compliance with the terms and conditions of this License, and shall be refunded to Licensee within thirty (30) days after the Premises have been vacated by Licensee, less any amounts reasonably necessary to pay City for, (i) cleaning costs, (ii) cost for repair or damages to the Premises exclusive of ordinary wear and tear, and (iii) any other amount legally allowable under the provisions of this License. A written accounting of said costs and damages shall be presented to Licensee within ten (10) days of the Premises being vacated. If the security deposit is insufficient to pay City for such costs and damages, Licensee shall immediately pay any additional costs for damages as demanded by City.

Section 6. Use of Premises.

A. Licensee shall use the Premises solely for the purpose of outdoor dining associated with Licensee's operation of The Cope House restaurant and no other uses.

B. During the term of this License, Licensee shall use the Premises and any improvements thereon in compliance with all applicable federal state, and local laws, and all applicable rules and regulations established by City including, but not limited to, City's Municipal Code provisions governing parks and compliance with the annual City business license tax.

C. During the term of this License, City shall retain the right to cause Licensee's closure of the Premises for up to three (3) events per calendar year, with ninety (90) days prior written notice given to the Licensee for each such event.

D. The hours of operation for the Premises shall be limited to 11:00 a.m. to 2:00 a.m., Monday through Sunday.

E. Licensee shall designate an attendee to monitor the Premises between 9:00 p.m. and 2:00 a.m. to ensure security and maintenance of the Premises in accordance with this License.

F. Licensee shall ensure that all customers have vacated the Premises upon closure of The Cope House restaurant at 2:00 a.m.

G. Licensee shall provide adequate security for the Premises to ensure the safety of the public, which includes coordinating with City's Police Department to provide officers, corporals, or sergeants on billed overtime status to work any event planned within the Premises, starting thirty (30) minutes prior to opening and for up to one hour after closing for each day of any planned event, or providing the same coverage using private security officers as approved by City.

H. The Premises shall not result in adverse effects to the health, welfare, peace or safety of persons visiting, residing, working, or conducting business in the surrounding area.

I. Licensee's operations within the Premises shall not jeopardize or endanger the public health or safety or person visiting, residing, working, or conducting business in the surrounding area.

J. Licensee's operation of the Premises shall not result in nuisance activities within the Premises or in close proximity of the Premises, including but not limited to disturbance of the peace, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, littering, loitering, graffiti, illegal parking, excessive loud noises especially in the late night or early morning hours, traffic violations, curfew violations, lewd conduct, or police detentions and arrests.

K. Licensee's operation of the Premises shall comply with all provisions of state laws, regulations or orders of the State Department of Alcohol and Beverage Control, California Business and Professions Code sections 24200, 24200.6, and 25612.5, as well as any condition imposed on any permits issued pursuant to applicable laws, regulations or orders

L. Licensee shall ensure that the Premises' upkeep and operating characteristics are compatible with, and will not adversely affect, the livability or appropriate development of abutting properties and the surrounding neighborhood.

M. To the extent not already completed in connection with the prior license agreements, Licensee and all of Licensee's employees of The Cope House restaurant shall complete an approved course in "Responsible Beverage Sales" or equivalent as approved by City, within sixty (60) days of hire. To satisfy this requirement, and pursuant to, the Responsible Beverage Service Training Act of 2017, AB 1221, on premise alcohol servers and their managers in California are required to attend a Responsible Beverage Service training from an ABC accredited trainer and pass an exam to be certified.

Section 7. As-Is Condition. Licensee accepts the Premises in its "as-is" condition as of the Effective Date of this License, without any warranty, express or implied.

Section 8. Maintenance of Premises. Licensee shall, at his own cost, maintain the Premises in good order and repair. City shall have the right to enter the Premises, at all reasonable times, for City's inspection and maintenance purposes. Should an inspection disclose the need for maintenance or repairs, City shall provide Licensee with written notice of the items requiring repair or maintenance. If action is not taken on such items by Licensee within fifteen (15) days from the provision of such notice, City may enter the Premises and take whatever action is reasonable or necessary to perform such maintenance or repairs at Licensee's expense.

Section 9. Improvements. Licensee shall not make any improvements to the Premises without the prior written consent of City; provided, however after making reasonable attempts to contact City for its approval, Licensee may undertake minor maintenance and repairs to the Premises which Licensee determines are immediately necessary to protect against imminent injury to persons or property. Within three (3) days of performing any minor maintenance or repairs not verbally approved by City, Licensee shall provide written notification to City of the same. All proposals for improvements to the Premises shall be submitted in writing to City for its consideration and prior approval. City shall approve or disapprove such proposals within twenty (20) days of their submission. Licensee shall have the right to remove all improvements made by Licensee to the Premises provided such removal result in no damage to Premises. Improvements not removed by Licensee shall, on expiration or earlier termination of this License, remain on the Premises and become the property of City.

Section 10. Indemnity. Licensee shall defend, indemnify and hold harmless City, and its elected officials, officers, employees and agents, from and against any and all claims, causes of action, damages and liability resulting from Licensee's negligent acts or omissions, and willful misconduct of Licensee, and its officers, contractors, agents, employees, guests and invitees arising from Licensee's occupation and use of the Premises or the improvements thereon during the term of this License. This section shall survive any termination or expiration of this License.

Section 11. Public Liability and Property Damage Insurance; Worker's Compensation Insurance. Licensee shall maintain at its own cost for the term of this License, public liability and property damage insurance in the amount of one million dollars ($1,000,000) per occurrence and

two million dollars ($2,000,000) in the aggregate, issued by an insurance company acceptable to City. Licensee shall provide City with a renewed certificate of insurance and endorsements showing City as an additional insured on the policy prior to January 6, 2022. Such insurance shall be primary with respect to City and non-contributory to any insurance or self-insurance maintained by City. The policy shall require that before amending or canceling the policy, the issuing insurance company shall give City at least thirty (30) days prior written notice. City and Licensee acknowledge and agree that the insurance required of Licensee is subject to annual review by City and subject to increases in the amount and scope of coverage, as reasonably determined by City.

Licensee shall procure and maintain Worker's Compensation Insurance in such amount as will fully comply with the laws of the State of California, and which shall indemnify, insure and provide legal defense for both Licensee and City against any loss, claim or damage arising from injuries or occupational diseases happening to any worker employed by Licensee in, at or about the Premises.

Section 12. Assignment Prohibited. This License is personal to Licensee. Licensee shall not encumber, assign, sublease or otherwise transfer this License, or any right or interest therein, without the prior written consent of City. Any such encumbrance, assignment, sublease or transfer without such prior consent and approval of City shall constitute a breach of this License and may, notwithstanding any other provision of this License and at the sole discretion of City, result in the immediate termination of this License.

Section 13. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this License, the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

Section 14. Notices. Any notice or other communication required, or which may be given, pursuant to this License, shall be in writing. Any such notice shall be deemed delivered (i) on the day 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 email 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 of in accordance with this section:

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonadlson@cityofredlands.org
(909) 798-7531

LICENSEE:

David Kramer, Owner
dba The Cope House
19 E. Citrus Avenue, Suite 101
Redlands, CA 92374
davidwk1227@gmail.com
(909) 253-1400

Section 15. Entire Agreement/Amendment. This License constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any prior verbal or written representations or agreements respecting the Premises not expressly set forth herein are hereby deemed null and void. Any and all amendments to this License shall be in writing and executed by the Parties.

Section 16. Termination. In the event of any breach of this License by Licensee, in addition to any other rights or remedies City may have, City shall have the immediate right of reentry and may remove all property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of Licensee. Further, in the event of a breach of this License by Licensee, City shall have the option of immediately terminating this License. All remedies of City under this section shall be cumulative and in addition to any other legal or equitable rights and remedies which City may have.

Section 17. Hazardous Materials. Licensee agrees that it will not alow or permit the use, storage, disposal or release on or about the Premises other improvements thereon of any Hazardous Materials by its officers, agents, contractors, employees, guest or invitees. As used herein, "Hazardous Materials" means any flammable explosives, radioactive materials, asbestos, PCB's, hazardous waste, toxic substances or any other "hazardous substances", "hazardous materials" or "toxic substances" as defined in any present or future federal, state or local law applicable to Premises or the improvements thereon, and the rules and regulations adopted or promulgated under or pursuant to the foregoing laws.

Section 18. Breach and Default by Licensee.

A. All covenants and agreements contained in this License are declared to be conditions of this License, and to the term for which the Premises are licensed to Licensee.

B. Should Licensee fail to perform or comply with any covenant, condition or agreement contained in this License (a "Default"), which by its nature is reasonably and practically subject to cure, and the Default is not cured within fifteen (15) days after written notice of the Default is served on Licensee by City, then Licensee shall be in breach of this License.

C. If the default is one which the Parties determine requires more than fifteen (15) days to cure, Licensee commence action to cure within such fifteen (15) days and prosecute such cure diligently until completion within a reasonable time. Licensee's failure to complete such cure within a reasonable time shall also constitute a default by Licensee.

D. The Parties acknowledge and agree that Licensee's failure to perform or comply with any covenant, condition or agreement in this License may be of such a one-time nature that such a Default is not subject to cure (e.g. Licensee's failure on a given day to abide by the hours of operation permitted by this License) (a "One-Time Default"). In such an event, City shall provide written notice to Licensee within five (5) business days of City's knowledge and determination of the occurrence of a One-Time Default. City's provision to Licensee of three such One-Time Default notices during the term of this License for Licensee's failure to perform or comply with the same (or similar) covenant, condition or agreement contained in this License shall constitute a breach by Licensee of this License.

Section 19. Amendment; Waiver. No term or provision of this License may be amended, altered, modified or waived orally or by course of conduct, but only by an instrument in writing signed by a duly authorized officer or representative of each Party. No waiver by either Party of any provision of this License, or waiver of any breach of this License, shall be deemed to be a waiver of any other provision of this License, or of any subsequent breach by either Party of the same or any other provision of this License.

Section 20. Governing Law; Venue. This License is to be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflicts of laws. Any action by a party to this Agreement to enforce or interpret the terms hereof shall be maintained in the courts in San Bernardino County.

Section 21. Attorneys' Fees. If either Party to this License brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court.

Section. 22. Counterparts. This License Agreement may be executed in counterparts, each of which is an original but all of which together constitute but one and the same instrument.

Section 23. Severability. If any particular provision of this License is held invalid or unenforceable for any reason by a court of competent jurisdiction, this License shall otherwise remain in full force and effect and shall be construed in all respects as if such invalid or unenforceable provision was omitted.

[Signatures on Next Page]

Executed on the 21st day of June, 2022, at Redlands, California

CITY OF REDLANDS

_____

Paul T. Barich, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

THE COPE HOUSE

_____

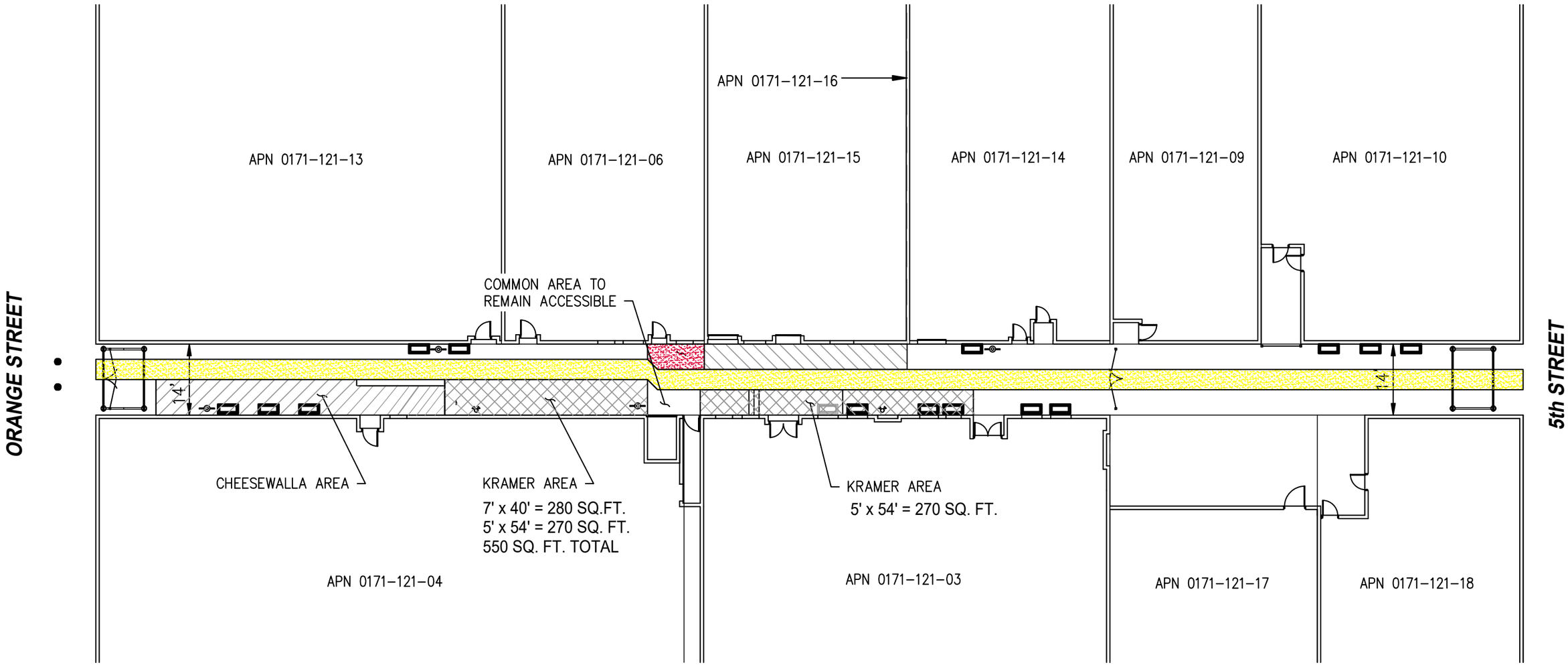
David Kramer, Owner

EXHIBIT “A”

THE “PREMISES”

[ATTACHED]

EXHIBIT 'A'



LEGEND

- EXISTING PLANTER
- EXISTING LIGHT POLE
- EXISTING BOLLARDS
- EXISTING FIRE CONNECTION
- FIRE ESCAPE AREA TO BE KEPT CLEAR
- 4' WIDE PEDESTRIAN ACCESS AREA
- CHEESEWALLA LICENSE AGREEMENT AREA
- KRAMER LICENSE AGREEMENT AREA

N

SCALE: 1"=30'

ORANGE STREET ALLEY LICENSE AGREEMENTS

"A City That Works"

City Council Meeting **H. 18.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an agreement with Three Peaks Corporation for bathroom and lobby improvements at the Redlands Municipal Airport in an amount not-to-exceed $70,048 and determine that the project is not subject to environmental review pursuant to Section 15301(d) 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 agreement for bathroom and lobby improvements at the Redlands Municipal Airport is categorically exempt from environmental review in accordance with Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act;

2. I move that the City Council approve an appropriation of funds in the amount of $10,000 from the 2021 State Entitlement Grant funds; and

3. I move that the City Council approve the agreement with Three Peaks Corporation in an amount not-to-exceed $70,048.

RECOMMENDATION:

Staff recommends that the City Council approve the agreement with Three Peaks Corporation in an amount not-to-exceed $70,048 for bathroom and lobby improvements at the Redlands Municipal Airport and further recommends that the City Council determine that the project is categorically exempt from environmental review in accordance with Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Redlands Municipal Airport and the main lobby is located at 1745 Sessums Dr. and is open twenty-four hours, seven days a week for airport-based tenants and visiting pilots. This same lobby and its restrooms are open to the public seven days a week from 8:00 a.m. to 5:00 p.m. The lobby is used by tenants, students, instructors, and visitors for private instruction, flight planning, and small group meetings. The bathroom facilities are over twenty years old and do not meet current ADA compliance, COVID-19 policies for touchless fixtures, nor include energy/water conservation measures. Funding for these upgrades come from two Federal Aviation Administration 2021 Grants (Airport Coronavirus Relief Grant Program in the amount of $13,000 and an Airport Rescue Grant in the amount of $32,000) and two State Entitlement grants 2020 and 2021 totaling $25,920; total amount of funds available for the project is $70,920. The key upgrades include refurbishment to flooring, painting walls, electrical upgrades (LED Lighting), low flow water toilets, and touchless fixtures.

On March 10, 2022, the City Clerk's office received and opened two bids to complete the lobby and bathroom improvements. Staff evaluated the bids for conformance with the purchasing ordinance and verified the total price as shown in the table below. Three Peaks Corporation met all the bidding requirements and was deemed the apparent lowest responsible and responsive bidder. The table below lists the bid amounts outlined in the City Clerk's Bid Opening Report.

Bidder Name and Location	Bid Amount
Three Peaks Corporation, Calimesa, CA	$70,048.00
Corner Keystone Construction, Walnut, CA	$86,431.74

This project is categorically exempt from environmental review in accordance with Section 15301(d) as the proposed improvements constitute restoration to existing public facilities.

ALTERNATIVES:

City Council may reject all bids and direct staff accordingly.

STRATEGIC PLAN:

Supports Strategic priority D - Sustainability

SUBMITTED BY:
Chris 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

PREPARED BY:
Kathleen Giorgianni, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	2021-2022
Appropriation Required Y/N:	Yes
Amount:	10,000.00
Budgeted Y/N:	Yes
Account No.:	564900

Discussion:

Funds in the amount of $70,048 from various grants are available to fund the project. The grants include two Federal Aviation Administration 2021 Grants (Airport Coronavirus Relief Grant Program in the amount of $13,000 and an Airport Rescue Grant in the amount of $32,000) and two State Entitlement grants 2020 and 2021 totaling $25,920. Funding for this project has been included in the Airport's budget (564910) except for the 2021 State Entitlement grant in the amount of $10,000.

Attachments

Clerk's Bid Report
Additional Appropriation
Agreement

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **10th day of March 2022 at 11:30 a.m.** on behalf of the Facilities and Community Services Department for **Redlands Airport Bathroom Remodel and Lobby Improvement Project – FCS02092022KG**. 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	Three Peaks Corp., Calimesa CA	Yes	Yes	N/A	$70,048.00
2	Corner Keystone Construction, Walnut CA	Yes	Yes	N/A	$86,431.74

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Zach LaBonte; Kathleen Giorgianni

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 06/21/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: FCS

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
2021 State Entitlment Grant	564910	7901	S564001	$10,000
				$ 10,000 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Airport Budget	564910	4401	S564001	$10,000
				$ 10,000 -

JUSTIFICATION: State Entitlement grant funding availalbe for the project in the amount of $10,000 will be added to airport budget for a total project funding amount of $70,048.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes ✓ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 21st day of June, 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 Three Peaks 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: Redlands Airport Bathroom Remodel and Lobby Improvement Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Redlands Airport Bathroom Remodel and Lobby Improvement Project – FCS02092022KG (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of seventy thousand forty-eight dollars ($70,048.) 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 thirty (30) 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)

_____
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
Facilities & Community Services Department
Redlands Airport Bathroom Remodel & Lobby Improvement Project
FCS02092022KG

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 _____, 2022.

_____
(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 Three Peaks Corporation (hereinafter designated as "Principal") have entered into an agreement dated June 21, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Redlands Airport Bathroom Remodel & Lobby Improvement Project and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, Three Peaks Corporation, 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 _____, 2022.

(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 Three Peaks Corporation (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated June 21,, 2022, and identified as Redlands Airport Bathroom Remodel & Lobby Improvement Project – FCS02092022KG 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 _____, 2022.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
(Seal and Notarial Acknowledgement of Surety)	_____
	Telephone: ( )_____

"A City That Works"

City Council Meeting **H. 19.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an agreement with Leafwise Landscape, LLC for Median Landscape Maintenance Services for city medians in an amount not-to-exceed $62,726.40 for a period of one year, with two additional one-year renewal options for a total amount not-to-exceed $188,179.20 (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 Leafwise Landscape, LLC for Median Landscape Maintenance Services for city medians in an amount not-to-exceed $62,726.40 for a period of one year, with two additional one-year renewal options for a total amount not-to-exceed $188,179.20.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Leafwise Landscape, LLC to provide landscape maintenance services, for all medians within the City's purview, in an amount not-to-exceed $62,726.40 for a period of one year, with two additional one-year renewal options for a total amount not-to-exceed $188,179.20.

DISCUSSION:

The Facilities and Community Services Department Parks Division oversee the routine maintenance of city medians which includes mowing, edging, weed whacking, blowing and various other maintenance services. The division utilizes outside contractual services to perform these services on an as-needed basis to ensure consistent maintenance and to allow staff to focus on more specialized tasks within the City's park system.

The City advertised the Request for Bid (RFB) for median landscape maintenance services on April 19, 2022. Two vendors responded and the results of the bid opening are as follows:

Bidder	Bid Amount
Leafwise Landscape, LLC	$62,726.40
RP Landscape & Irrigation	$69,348.00

Staff evaluated the bid submittals for compliance with the scope of specifications requested per the RFB and conformance with the purchasing ordinance and Leafwise Landscape, LLC was determined to be the lowest responsible bidder. Furthermore, staff recommends City Council award an agreement to Leafwise Landscape, LLC in the amount of $62,726.40 for a period of one year, with two additional one-year renewal options for a total amount not-to-exceed $188,179.20, to perform median landscape maintenance services.

ALTERNATIVES:

City Council may elect to direct staff to reject all bids and re-issue the request for bids.

STRATEGIC PLAN:

Supports Objective D - Sustainability

SUBMITTED BY:
Chris 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
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Erik Reeves, Field Services Superintendent

Fiscal Impact

Fiscal Year: FY 2022-23

Amount: 62,726.40

Budgeted Y/N: Yes

Account No.: 101303-6710

Discussion:

Sufficient funding for this service is included in the Facilities and Community Services Department Parks Division budget for Fiscal Year 2022-23 as approved by the City Council. Costs associated with any future renewal terms of the agreement will be included in subsequent budget requests prepared by the Department. Contractual services for median landscape services for Fiscal Year 2021-22 was $63,562, which is a decrease of $835.60.

Attachments

A. Agreement with Leafwise Landscape

B. City Clerk Bid Opening Report

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

This agreement for the provision of median landscape maintenance ("Agreement") is made and entered in this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Leafwise Landscape, LLC, a California limited liability company ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform median landscape maintenance services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

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

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to

Labor Code section 1810.

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates Chris Boatman, Assistant City Manager, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of sixty-two thousand seven hundred twenty-six dollars and forty cents ($62,726.40) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of sixty two thousand seven hundred twenty six dollars and forty cents ($62,726.40) for the first Extended Term; and sixty two thousand seven hundred twenty six dollars and forty cents ($62,726.40) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of sixty two thousand seven hundred twenty six dollars and forty cents ($62,726.40). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to

not-to-exceed amount in accordance with the rates specified in Exhibit "C," 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	Jovani Lemus, President Leafwise Landscape, LLCtor 25691 San Lupe Ave Moreno Valley, CA 92551 leafwise.jlemus@gmail.com 951-214-3839

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 five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

LEAFWISE LANDSCAPE, LLC

By: _____
Jovani Lemus, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Landscape maintenance services shall be performed to industry standards and shall keep the designated areas maintained at a high level of quality, aesthetics, safety, and the municipal code of Redlands. Please see attached Contractor Safety Program.

Specifications listed below include:

1. SITE INSPECTIONS

Performed at least twice per month by a Supervisor who can communicate accurately to City Staff results of evaluation. Supervisor must be able to competently inspect and evaluate aesthetics and health of all overseen areas. Results of inspections must be emailed to City Staff on a monthly basis with all observations and/or concerns included in correspondence.

2. PLANT MATERIAL MAINTENANCE

A. Ground Cover: Ground cover shall be trimmed to keep plant material clear of curbs, hardscapes, trees, edges, structures, and other miscellaneous objects. It shall be trimmed to maintain the ground cover at an appropriate height according to the specific species and recommendations of City Staff.

B. Shrubs: Shrubs shall be trimmed and maintained to keep the natural shape of the specific species. Pruning of dead or diseased branches shall be done accordingly. Pruning and trimming shall be performed at the time of year to maximize aesthetics.

3. IRRIGATION

A. Inspection: Irrigation systems shall be cycled and inspected for proper operation and coverage on a monthly basis by competent staff. Proper adjustments to sprinkler nozzle heads, emitters, and drip lines to maximize efficiency of system shall be performed monthly.

B. Repairs: Any repairs required shall be reported to City Staff with a 24-hour period of discovery by Contractor. Repairs to irrigation shall be considered extra work and must be submitted via quote to appropriate City Staff for approval prior to any extensive work being performed.

4. WEED ABATEMENT

All site locations including surrounding concrete sidewalks, curbing, sign/monument bases, pathways and hardscapes shall be kept free of weeds and unwanted growth. Proper techniques and products shall be used when applying pesticides. Applicators shall adhere to all State and Local regulations including those set forth by the California Department of Pesticide Regulation.

5. FERTILIZING

Plant and grass applicable fertilizing to be applied twice per year at the appropriate intervals, as designated by City Staff. All excess fertilizer on hardscapes, streets, etc. shall be removed and disposed of as appropriate.

6. CLEAN UP

A. All debris and trash shall be removed and properly disposed of at each service visit.

B. Clippings, trimmings, and all other debris resulting from maintenance shall be removed each time areas are serviced.

C. Curbs, gutters, walkways, etc., shall be blown or swept after each visit and resulting debris is not to be blown or swept into public property (streets, roadway, storm drain culverts, storm drain inlets, etc.).

TURF GRASS MOWING

Mowing height for all turf grass areas shall be no less than 1.5” and shall not exceed 2.5” during the months of November to April. Through the months of May to October turf grass shall be mowed at a height of 3.5” to 4.5”. The turf shall be cut at a uniform height leaving no scalping or uneven cuts. Trash and debris shall be cleaned up prior to each mowing. All areas in need of trimming such as turf grass, and ground cover shall be mechanically trimmed as specified in the service schedule. Trimming shall be performed around all road signs, park posts, trees, shrubs, utility posts, fencing, and all other obstacles taking special care to not cause any damage.

Grass shall be trimmed at height corresponding with specifications determined by the mowing schedule. Walks and pathways shall be blown off once mowing is completed. This shall be performed in all locations where mowing is performed immediately adjacent to sidewalk and/or pathways. Frequency of mowing schedules shall ultimately be determined by city staff per the specific conditions present during various months/seasons of the year (e.g. prolonged winter or summer conditions, drought mandated water schedules, etc.) but shall not exceed 40 in total quantity per fiscal year.

IRRIGATION MAINTENANCE AND REPAIR

Repair and/or replacement of any damaged/missing irrigation components that is a direct result of the contractual mowing, shall be the onus of the contractor. Any repair/replacement work exceeding a cost of $500.00 shall be submitted to the City for approval prior to said work being performed or parts being purchased. Any replacement parts pertaining to the irrigation system shall be the same make to match with existing components specific to the location: i.e.: Hunter, Rain Bird, Superior, Sch 40 PVC fittings and pipe, etc.

EXHIBIT "B"

PRICE AND FEE BID

Item #	Description	Unit	Amount
A1	Redlands Blvd. from Fern Street to Ford Street (5 Medians)	Per Month	$475.20
B1	Redlands Blvd. at Alabama Street (4 Medians)	Per Month	$475.20
C1	The Terrace from 6th Street to Church Street	Per Month	$475.20
D1	West State Street Medians	Per Month	$475.20
E1	Orange Blossom Trail West	Per Month	$475.20
F1	Orange Blossom Trail East	Per Month	$475.20
G1	Laramie Park & Zanja Trail	Per Month	$475.20
H1	Lincoln Park	Per Month	$475.20
I1	California Street Medians	Per Month	$475.20
J1	Eureka Street Medians	Per Month	$475.20
K1*	Downtown Gateway	Per Month	$475.20

For Item K1 contractor shall obtain their own Caltrans Encroachment Permit. City has existing permit and contractor may "piggyback" off of City's parent permit.

Additional as-needed Hourly Services
Monday through Friday
7:30 AM to 5:30 PM

Description	Hourly Rate
Irrigation Repairs – all location	$60.00
Replanting Shrubs	$20.00
Replanting Trees	$30.00

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.

LEAFWISE LANDSCAPE, LLC

By:_____ Date: _____

Jovani Lemus, President

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **2nd day of May 2022 at 11:00 a.m.** on behalf of the Facilities and Community Services Department for **Citywide Landscape Maintenance Services – FCS04182022JS**. 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	Leafwise Landscape, Moreno Valley CA	Yes	N/A	$62,726.40
2	RP Landscape & Irrigation, San Bernardino CA	Yes	N/A	$69,348.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Jocelyn Santa Cruz

"A City That Works"

City Council Meeting **H. 20.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a request to hold the Redlands Oktoberfest event hosted by the Redlands Optimist Club from October 1, 2022 through October 2, 2022, within Sylvan Park; approve a request for in-kind support in the amount of $11,318 related to the event; authorize the sale and consumption of alcoholic beverages at the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) 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 City Council determine the Redlands Oktoberfest event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) 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 $11,318 related to this event; and

3. I move to authorize the sale and consumption of alcoholic beverages for the Redlands Optimist Club to be held on October 1, 2022, and October 2, 2022, at Sylvan Park.

RECOMMENDATION:

Staff recommends that the City Council determine that the event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act, that the City Council direct staff accordingly concerning the request for in-kind

support, and authorize the sale and consumption of alcoholic beverages during the Redlands Optimist Club's Oktoberfest event.

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. Therefore, 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 the expenditure of city resources related to a specific special event without reimbursement from non-profit agencies and organizations.

The Redlands Optimist Club (Optimist Club) has reserved Sylvan Park on Saturday, October 1st and Sunday, October 2nd of 2022 for the Redlands Oktoberfest event. This is the first year that the Optimist Club is hosting the event over a two-day period. The Optimist Club is requesting permission to serve alcohol at the event that will end no later than 7:00 p.m. on Saturday and Sunday. The Optimist Club is requesting in-kind support and departmental resources including personnel and equipment from the Police, Development Services, and Facilities and Community Services Departments. The Optimist Club is a registered non-profit organization operating out of the City of Redlands. The City Council has waived fees for this event in the past as it serves as a public benefit to the community by promoting economic development and tourism within the community.

The Optimist Club will be responsible for operating and obtaining the daily license to serve alcohol from the Office of Alcohol Beverage Control. City Council approval is also 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, and therefore the approval of this request is outside of the staff's purview. Should City Council approve the consumption of alcohol, staff will coordinate the distribution of receptacles to collect all recyclable material generated from the event.

The event is categorically exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15061 (b)(3). This section includes the permitting of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The request is consistent with this exemption as it includes permitting within an existing public park for a temporary event.

ALTERNATIVES:

The City Council may deny the request to hold the event, the request for in-kind support or provide alternative direction to staff.

STRATEGIC PLAN:

Supports 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:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Christopher R. Catren, Chief of Police

PREPARED BY:
Larry Alms, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2022-23
Amount:	$11,318

Discussion:

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal city operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	2022 Amount	Type	2021 Amount
Police Personnel[1]	$8,496.00	Hard Cost	$4,248.00
FCS Personnel[1]	$2,400.00	Hard Cost	$1,200.00
Plan Review and Inspection[1]	N/A	Hard Cost	$383.10
Personnel & Equipment Subtotal	**$10,896.00**		**$5,831.10**
Fees Established by City Council Resolution			
Sylvan Park Reservation Permit	$422.00	Soft Cost	$251.00
Fees Subtotal	**$422.00**		**$251.00**
Total Departmental Charges and Fees	**$10,896.00** (hard) **$422.00**(soft) **$11,318.00(Total)**		**$6,082.10**

[1]Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.

The following table summarizes the total estimated costs associated with the use of City resources and in-kind support 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	In-kind support Amount	Net Amount
$78,361.00	$1,680.00	$800.00	$80,841.00	$80,041.00

Attachments

A. In-Kind Support Request

B. Authorization to Serve Alcohol

C. Verification of Nonprofit

City of Redlands *In-Kind Support Request*

Event Name: Redlands Oktoberfest

Event Date(s): 10/1-10/2/2022 **Location(s):** Sylvan Park

Rain Out Date: n/a **Beginning Time:** 11am **End Time:** 8pm

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.

11th annual Redlands Oktoberfest hosted by the Optimist Club of Redlands. we use the proceeds of the event to help the youth of our community.

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

- ☐ Traffic (*Personnel, equipment, cones, barricades, no-parking*)
- ■ Police (*Public Safety Personnel)*
- ☐ Fire (*Paramedics, Inspectors)*
- ■ Parks *(Cleanup Personnel, Ball Field Lights)* — Sylvan
- ☐ 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: Redlands Optimist Club

Is your Group/Organization a Registered Non-Profit: ■ Yes ☐ No **Non-Profit Federal Tax ID Number:** 33-0704935

Does your Group/Organization Presently Have Liability Insurance? ■ Yes ☐ No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? Yes

Primary Contact Name & Title: Tim Huston

Mailing Address: PO Box 1611, Redlands, Ca 92373

Phone Number: 909-528-0700 **E-Mail Address:** thuston@prmg.net

Updated 6/2021

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

To raise funds for the youth of our community

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

Draws large crowd into the city of Redlands. Visitors from other cities come here and adds tax revenue

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	~~3500~~ 4000	3500	6
Attendance: Non-Residents	~~500~~ 1500	500	4
Food & Beverage Sales	~~20,000~~ 40,000	~~20,000~~ 35000	6
Merchandise Sales	~~0~~	~~0~~	~~0~~
Ticket/Entrance Fees	10,000	10,000	n/a
Other	—	—	n/a
Total Revenue	60,000	60,000	4500

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

Signature: [signature] **Title:** co-chairman

Please Print Your Name: Tim Huston **Date:** 5/6/2022

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: Redlands Oktoberfest

DATE OF EVENT: 10/01/2022 and 10/02/2022 HOURS: 11am to 8 pm

LOCATION: Sylvan Park

APPLICANT'S INFORMATION:

INDIVIDUAL/ORGANIZATION NAME: Redlands Oktoberfest

CONTACT PERSON: Tim Huston PHONE: 909-528-0700

EMAIL: thuston@prmg.net ADDRESS: PO Box 1611, Redlands, Ca 92374

EVENT INFORMATION:

ARE FEES BEING CHARGED FOR EVENT? YES [X] NO [ ] PRICE: 10-

ARE FEES BEING CHARGED FOR ALCOHOL? YES [X] NO [ ] PRICE: 7-

TYPE OF ALCOHOL BEING SERVED: BEER [X] WINE [ ] DISTILLED SPIRITS [ ]

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing the Redlands Optimist Club and in consideration of being permitted to conduct the Event, agree that the members/participants of Redlands Optimist Club 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 Redlands Optimist Club 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 Redlands Optimist Club AND THAT I HAVE SIGNED THIS AGREEMENT ON:

Date: 05/06/2022 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): _____

Redlands Optimist Club Foundation Inc.

EIN: 33-0704935 | Redlands, CA, United States

> **Other Names**

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than $50,000 fall into this category.

> **Tax Year 2018 Form 990-N (e-Postcard)**

> **Tax Year 2017 Form 990-N (e-Postcard)**

> **Tax Year 2016 Form 990-N (e-Postcard)**

> **Tax Year 2015 Form 990-N (e-Postcard)**

"A City That Works"

City Council Meeting **I. 1.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Video: Fireworks Safety (Fire Chief Sessler)

DISCUSSION:

This year, our city leaders have decided on a location and provided funding for an amazing show. This year's 4th of July celebration will be held at the Moore Middle School. There will be plenty of room in the grass areas for families to gather, set up chairs and blankets, and enjoy dinner together. The Redlands 4th of July Committee is currently selling tickets for the event which are available in the City Clerk's Office. The show will begin once the skies are dark enough for the backdrop needed for an amazing show!

We also wanted to provide our community with some responsible tips for this holiday season. Personal fireworks use in Redlands is illegal. This is for your safety and the safety of others. Every year during 4th of July season, fireworks account for a large number of serious injuries, large wildfires and expensive damage to property. Our message today is to help prevent this as best as possible. Let's leave the fireworks to the pros and enjoy an amazing firework show at Moore Middle school!

Remember, personal fireworks possession is punishable by fine and/or arrest.

This is an exciting time of year and with the ability for people to gather in greater numbers, let's all get together at the celebration at Moore and enjoy some fireworks together! Please stay safe this holiday season and don't play with fireworks.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Carl Baker, Public Information Officer

"A City That Works"

City Council Meeting **I. 2.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Presentation by Accelerate Neighborhood Climate Action on the work the organization is doing within the City of Redlands in relation to the effects of climate change (Mayor Pro Tem Tejeda)

DISCUSSION:

For this evening's City Council meeting Linda Hamilton, Coordinator for the Redlands Accelerate Neighborhood Climate Action chapter, will be presenting on the work the organization is doing within the City of Redlands in relation to the effects of climate change.

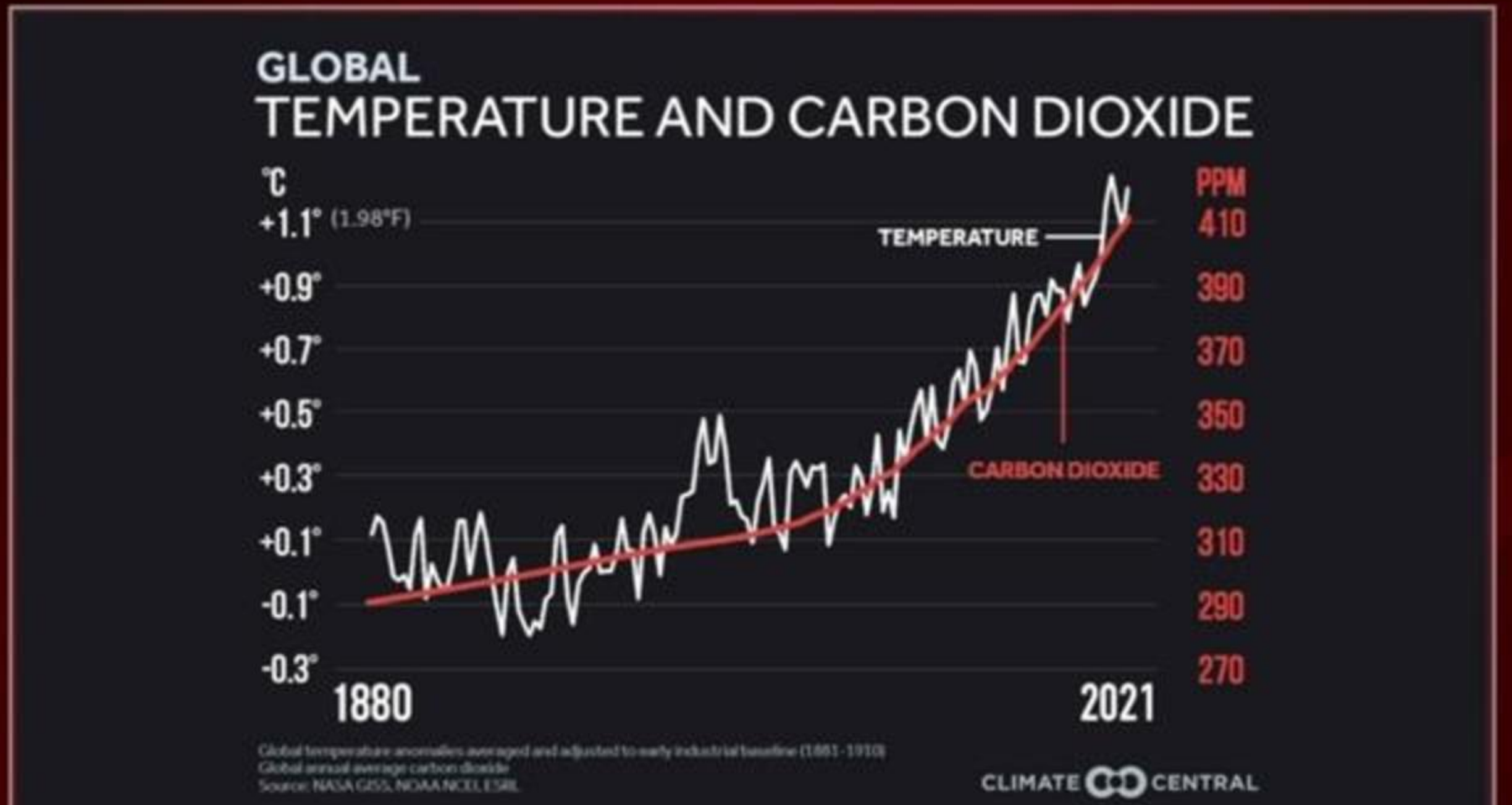
Attachments

ANCA Summary Presentation

ANCA Summary Presentation

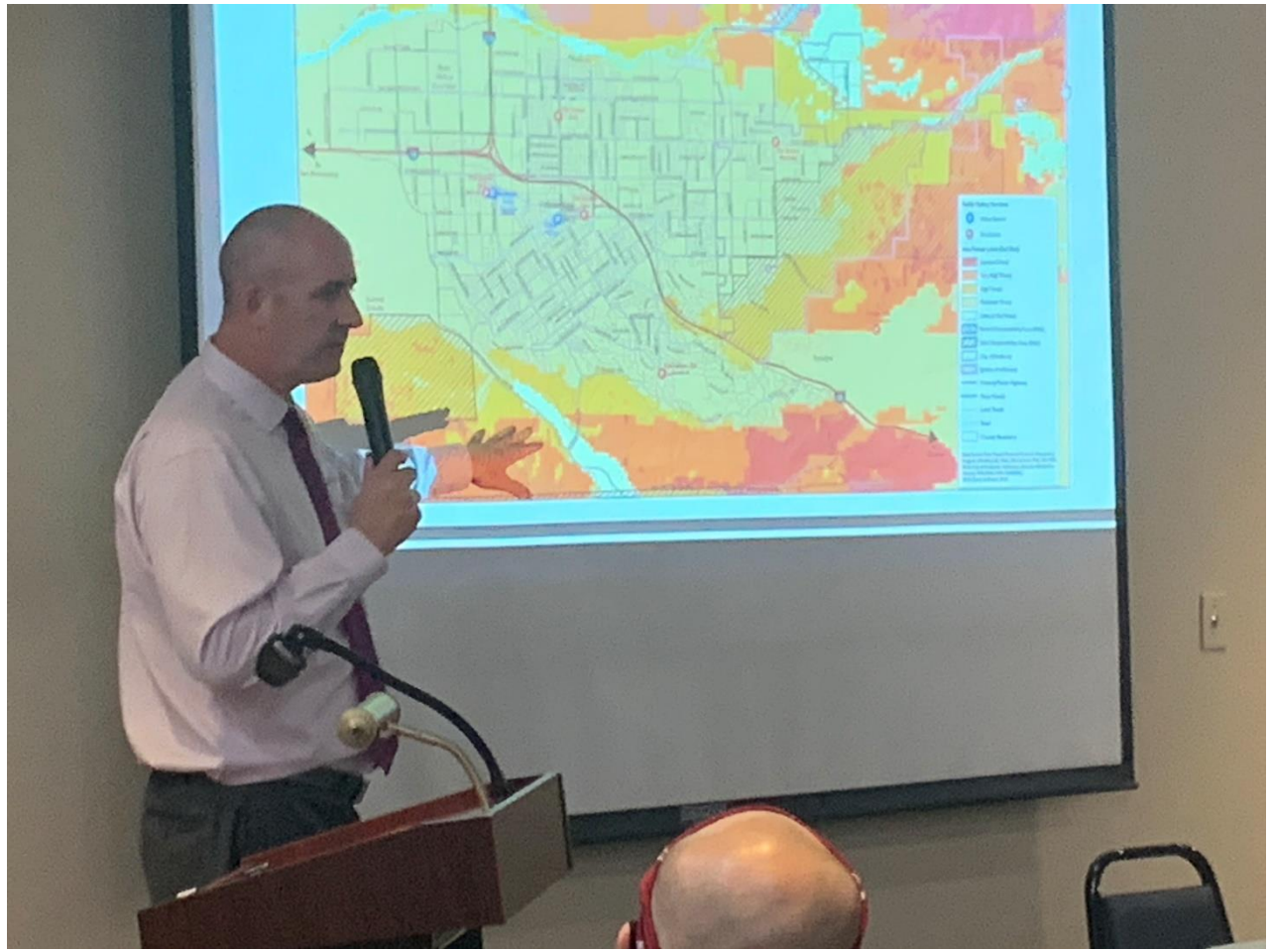
Accelerate Neighborhood Climate Action Speakers' Series

by Linda Hamilton, Redlands Coordinator


GLOBAL
TEMPERATURE AND CARBON DIOXIDE
°C
+1.1° (1.98°F)
+0.9°
+0.7°
+0.5°
+0.3°
+0.1°
-0.1°
-0.3°
PPM
410
390
370
350
330
310
290
270
TEMPERATURE
CARBON DIOXIDE
1880
2021
Global temperature anomalies averaged and adjusted to early industrial baseline (1881-1910)
Global annual average carbon dioxide
Source: NASA GISS, NOAA NCEI, ESRL
CLIMATE CENTRAL

Local Impacts of Climate Change

- ❑ Increasing heat
- ❑ Water shortages
- ❑ Coming food shortages
- ❑ Increasing health issues
- ❑ Rising costs for basics like water, energy, food
- ❑ More homelessness—much more



ANCA: Building resilient communities neighborhood-by-neighborhood

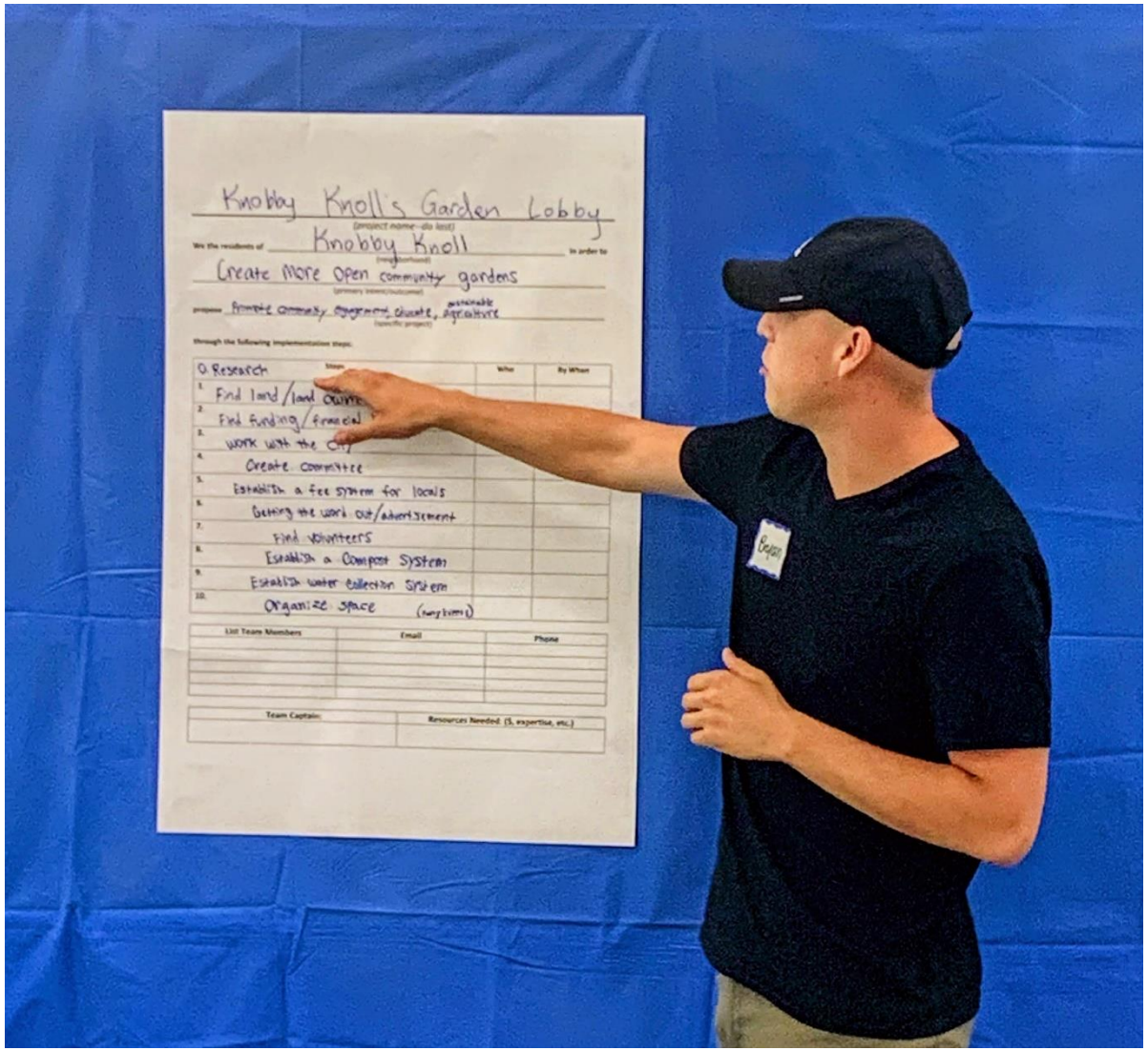
- Raising awareness of climate change & the need for action NOW.
- Educating in key areas such as solar, water saving, turf removal, health, etc.
- Mobilizing neighborhoods to:
  - Prepare for climate impacts
  - Reduce CO2 emissions

Results of Climate Action Series

- ❑ Reached 150 people
- ❑ 30 new volunteers
- ❑ Neighborhoods Identified
- ❑ New partners
- ❑ Esri Hub
- ❑ Monthly educational event

Demonstration Neighborhood Forum

- ❑ Climate Change Overview
- ❑ Visioning
- ❑ Helps & Hindrances to Success
- ❑ Action Plans



Suggestions for Supporting Neighborhood Climate Action Plans

Provide incentives, support for:

- ❑ landscape conversions for removing turf and planting drought tolerant landscape
- ❑ installing solar
- ❑ planting trees
- ❑ residential composting
- ❑ community gardens.

"A City That Works"

City Council Meeting **I. 3.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the cancellation of the August 2 and August 16, 2022, regular meetings of the City Council (Mayor Barich)

MOTION:

I move to approve the cancellation of the August 2 and August 16, 2022, regular meetings of the City Council.

DISCUSSION:

With City Council concurrence, I recommend the cancellation of the August 2 and August 16, 2022, regular meetings of the City Council. As the Council is aware, regular meetings in August have been canceled to allow Council Members and staff the opportunity to vacation or take time off with their families. Staff will work diligently to bring forward the necessary agenda reports to the meeting of July 19, 2022; therefore, staff believes there will be no impact or delay in City matters by the cancellation of the August 2 and August 16, 2022, regular meetings of the City Council.

The next regular meeting will be held on September 6, 2022.

SUBMITTED BY:
Mayor Paul T. Barich

"A City That Works"

City Council Meeting **I. 4.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action to fly a Pride Flag at City Hall during the month of June in honor of Pride Month and direction to staff to revise the City's flag policy (City Council Member Davis)

MOTION:

If the City Council concurs with Council Member Davis, the following motions are provided:

1. I move to approve the flying of the Pride flag during the month of June.
2. I move to direct staff to revise the City's flag policy.

DISCUSSION:

At the request of Council Member Davis, this item has been added to the agenda to discuss the Pride Flag and having it flown at City Hall during the month of June in honor of Pride month. Since the City's current flag policy does not include the Pride Flag in the "other flags" that can be flown, Council Member Davis is seeking approval to direct staff to revise the City's flag policy to allow such ability during the month of June. A copy of Resolution No. 6633 establishing a display policy for the United States, State, City and other flags is attached for the City Council's reference.

Attachments

Resolution No. 6633

RESOLUTION NO. 6633

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A DISPLAY POLICY FOR THE UNITED STATES, STATE, CITY AND OTHER FLAGS

WHEREAS, in honor of the nation, and in recognition of state and local government, the City of Redlands regularly displays flags on and around City facilities; and

WHEREAS, rules and customs pertaining to the display and use of the United States flag have been established by Executive Order of the federal government for use by civilians and civilian groups and organizations; and

WHEREAS, it is the desire of the City Council of the City of Redlands ("this City Council") that all City departments use and display the United States flag in accordance with such established rules and customs; and

WHEREAS, over two thousand Americans, six hundred fifty from this state, who served in the United States armed forces during the war in Indochina are still listed as prisoners of war or missing in action; and

WHEREAS, this nation is deeply indebted to its servicemen and servicewomen of all wars and conflicts for their courage and sacrifice, and should demonstrate its special commitment to the missing men, women and their families by obtaining the release of those still held prisoner of war and the fullest possible accounting from the responsible governments regarding those Americans listed as missing in action; and

WHEREAS, the Prisoner of War/Missing in Action (POW/MIA) flag is a powerful symbol of the plight of these prisoners of war and missing Americans and reminds the public of the commitment this nation must have in determining the fate of its servicemen and servicewomen; and

WHEREAS, this City Council has determined it is appropriate that the POW/MIA flag should be displayed at certain public buildings throughout the City to increase public awareness of the issue of prisoners of war and those missing in action and to gain public support for the efforts of the United States government to resolve this matter; and

WHEREAS, it is further the desire of this City Council to adopt a written policy for the display and use of the United States flag, state and local flags and other flags;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands hereby adopts the Display Policy for the United States, State, City and other flags attached hereto as Exhibit "A."

ADOPTED, SIGNED AND APPROVED this 4th day of September, 2007.

Mayor of the City of Redlands

ATTEST:

City Clerk

I, Lorrie Poyzer, 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 4th day of September, 2007 by the following vote:

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

City Clerk

DJM\Reso\Draft Flag Policy

EXHIBIT "A"

CITY OF REDLANDS DISPLAY POLICY FOR THE

UNITED STATES, STATE, LOCAL AND OTHER FLAGS

Any City department displaying the United States Flag and/or other flag subject to this policy on any City building or grounds shall comply with this policy.

It is proper to display the United States Flag from sunrise to sunset during business hours at each City facility when weather permits. The flag may also be displayed at night if illuminated by a light.

The flag should be raised briskly and lowered slowly and ceremoniously.

When on display, the flag is accorded the place of honor, always positioned to its own right. Place it to the right of the speaker or staging area or sanctuary. Other flags should be to the left.

The United States Flag should be at the center and at the highest point of the group when a number of flags of states, localities or societies are grouped for display.

When one flag is used with the United States Flag and the staffs are crossed, the flag of the United States Flag is placed on its own right with its staff in front of the other flag.

When displaying the flag against a wall, vertically or horizontally, the flag's union (stars) should be at the top, to the flag's own right, and to the observer's left.

POLICY ON DISPLAYING OTHER FLAGS

The Redlands City Council acknowledges the POW/MIA flag is a powerful symbol of the plight of prisoners of war and missing Americans and reminds the public of the commitment this nation must have in determining the fate of its servicemen and servicewomen. On August 10, 1990, the 101st Congress passed U.S. Public Law 101-355, which recognized the POW/MIA flag and designated it "as the symbol of our Nation's concern and commitment to resolving as fully as possible the fates of Americans still prisoner, missing and unaccounted for in Southeast Asia, thus ending the uncertainty for their families and the Nation." Thus, it is appropriate that the POW/MIA flag should be displayed at public buildings throughout this City, during daily/normal business hours at each City facility when weather permits, to increase public awareness of the issue of prisoners of war and those missing in action and to gain public support for the efforts of the United States government to resolve this matter.

In flying the flag from one flag pole, the POW/MIA flag is flown directly below the United States flag and above any state flag.

If flying the United States flag, POW/MIA and State flags from two poles, the POW/MIA flag should be flown from the same pole as the United States flag, with the state flag flying from the pole to the left.

If flying flags from three poles, the National Colors occupy the place of prominence (the right), with the POW/MIA flag immediately to the left of the United States flag, and the state flag to the left of the POW/MIA flag.

POLICY ON DISPLAYING THE FLAG AT HALF STAFF

All City departments shall display the flag(s) at half staff at City buildings and grounds where flags are normally displayed in accordance with this policy.

By Public Law 322, 103rd Congress, approved September 13, 1994 states, "...by order of the President, the flag shall be flown at half staff upon the death of principal figures of the United States government and the Governor of a State, territory, or possession, as a mark of respect to their memory. In the event of the death of other officials or foreign dignitaries, the flag is to be displayed at half staff according to Presidential instructions or orders, or in accordance with recognized customs or practices not inconsistent with law. In the event of the death of a present or former official of the government of any State, territory, or possession, the Governor of that State, territory, or possession may proclaim that the United States flag shall be flown at half staff. The flag shall be flown at half staff thirty days from the death of the President or a former President; ten days from the death of the Vice-President, the Chief Justice or a retired Chief Justice of the United States, or an Associate Justice of the Supreme Court, or the Speaker of the House of Representatives; from the day of death until internment of an Associate Justice of the Supreme Court, a Secretary of an executive or military department, a former Vice-President, or Governor of a State, territory, or possession; and on the day of death and the following day for a member of Congress.

Display of Flag at half staff in Honor of Deceased Person

The flags of the United States, the State of California and the City of Redlands may be flown at half staff upon the death of public officials at all levels of government. When death of the public official to be so honored is verified, flags shall be flown at half staff immediately. The flags shall remain at half staff during each day they are normally flown until lowered at the end of the day on which the funeral is solemnized.

On occasions where public safety personnel are killed in the line of duty, the Redlands City Council may deem it appropriate to order all flags flown at half staff. Finally, the honor and reverence accorded this solemn act should not be diminished by the display of the flag at half staff on occasions of local tragedy.

METHOD FOR PLACING FLAG AT HALF STAFF

The flag shall be raised to the peak for an instant and then lowered to the half staff position midway between the top and the bottom of the staff. The flag should be again raised to the peak before it is lowered for the day. The flag must never touch the ground when being raised or lowered. The flag should be raised briskly and lowered slowly and ceremoniously. At no time shall any other flag be above the United States Flag. When the United States Flag is lowered to half staff position, other flags should similarly be lowered.

WHEN TO DISPLAY FLAG AT HALF STAFF

Memorial Day

The flags of the United States, the State of California and the City of Redlands are flown at half staff until 12:00 noon, and raised to the peak for the remainder of the day. This is covered by Public Law 829 passed by the 77th Congress. The flags of the United States, the State of California and the City of Redlands shall be flown at half staff on Memorial Day.

The POW/MIA flag shall also be flown at half staff on Memorial Day.

Veterans' Day

The flags of the United States, the State of California and the City of Redlands shall be flown at half staff on Veterans' Day.

The POW/MIA flag shall also be flown at half staff on Veteran's Day.

National Korean War Veterans' Armistice Day

National POW/MIA Day

The Council recognizes the third Friday in September of each year as a day for POW/MIA and their families throughout the City of Redlands. The City shall display the POW/MIA flag daily at all City facilities where flags are normally displayed

Peace Officers Memorial Day

The United States flag will be flown at half staff at all City facilities where flags are normally displayed each year on May 15th, in accordance with Public Law 103-322 and the Congressional Joint Resolution approved October 1, 1962, designating May 15th of each year as "Peace Officers Memorial Day," and the week in which it falls as "Police Week."

Other Days

It is customary to honor prominent public officials holding office at the time of their deaths. City of Redlands shall use the following list:

Federal Government: President, Vice President, US Supreme Court Justice, Members of Congress and a Secretary of an executive or military department.

State Government: Governor, incumbent judge of the Superior Court or Justice Court*

City Officials: City Mayors and Council Members

"A City That Works"

City Council Meeting **J. 1.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider Resolution Nos. 8297 and 8298 approving the Engineer's Reports for Landscape Maintenance District No. 1 and Street Lighting District No. 1, and implement the assessments for Fiscal Year 22/23 (Municipal Utilities and Engineering Director Harris)

PROCEDURE FOR PUBLIC HEARING:

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

MOTION(S):

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

I move to adopt Resolution Nos. 8297 and 8298.

RECOMMENDATION:

Staff recommends City Council adopt Resolution Nos. 8297 and 8298 approving the Engineer's Reports for Landscape Maintenance District No. 1 and Street Lighting District No. 1, and implementing the assessments for Fiscal Year 22/23.

DISCUSSION:

On July 7, 1987, City Council ordered the formation of Landscape Maintenance District No. 1 (LM District), which was established to ensure satisfactory levels of maintenance are provided. LM District assessments provide funding for labor, material, and equipment associated with landscape services provided by the City within the LM District. These services include turf and ground cover maintenance, irrigation, tree and bush trimming, and LM District management.

On September 19, 1989, City Council ordered the formation of Street Lighting District No. 1 (SL District), which was established to generate funding for electricity to power street lights, labor, material, and equipment to replace burned out or damaged street light bulbs, damaged street light poles, and provide SL District management.

On May 3, 2022, City Council approved Goutam Dobey, Engineering Manager, as the Assessment Engineer for both districts. As the Assessment Engineer, Mr. Dobey is responsible for the preparation of the Engineer's Reports required to levy the annual assessment in accordance with the California Streets and Highways Code.

On June 7, 2022, City Council adopted Resolution No. 8295, preliminarily approving the Engineer's Reports for the LM District and SL District, and adopted Resolution No. 8296, setting June 21, 2022 as the Public Hearing date for consideration of levying FY 22/23 assessments in accordance with the Lighting and Landscaping Act of 1972.

The intent of tonight's Public Hearing is to receive testimony from the public on the proposed assessments for FY 22/23. Adoption of Resolution Nos. 8297 and 8298 approves the Engineer's Reports and the FY 22/23 assessments for both districts.

ALTERNATIVES:

City Council may deny the staff recommendation. However, the San Bernardino County Assessor will not levy the assessments on the property tax bills without adoption of these Resolutions.

STRATEGIC PLAN:

N/A

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, Engineering Manager

PREPARED BY:
Don Young, One Stop Permit Center Manager

Fiscal Impact

Fiscal Year: FY 22/23
Revenue Generating: Yes
Appropriation Required Y/N: No
Discussion:
The proposed FY 22/23 SL District and LM District assessments are anticipated to generate revenues of $25,465.25 and $28,784.34 respectively, which will supplement Facilities and Community Services Department costs to provide services within the districts.

Attachments

A. Resolution No 8297 - LMD Confirming Diagram 2022
B. Resolution No 8298 - SLD Confirming Diagram 2022
C. LMD Engineer's Report
D. SLD Engineer's Report

RESOLUTION NO. 8297

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS CONFIRMING A DIAGRAM AND ASSESSMENT FOR THE 2022-2023 FISCAL YEAR IN CONNECTION WITH LANDSCAPE MAINTENANCE DISTRICT NO. 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

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

Section 1. On June 7, 2022, the City Council of the City of Redlands initiated proceedings and declared its intention to levy an assessment against the assessable lots and parcels of property within an existing assessment district designated "Landscape Maintenance District No 1" (the District) pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") for the fiscal year commencing July 1, 2022, and ending June 30, 2023, and ordered the Engineering Manager, Goutam Dobey, to prepare and file a written report in accordance with Article 4 of Chapter 1 of the Act. The City Council, by prior resolution, approved such Engineer's Report.

Section 2. Following notice duly given in accordance with law, this City Council has held a full and fair public hearing regarding the Engineer's Report and the levy and collection of the proposed assessment within the District for fiscal year 2022-2023 to pay for the costs and expenses of the improvements described in the Engineer's Report pursuant to the terms and provisions of the Act. All interested persons were afforded the opportunity to hear, and be heard regarding, protests and objections to the levy and collection of the proposed assessment against lots or parcels of property within the District. The City Council considered all oral and written statements, protests and communications made or filed by interested persons.

Section 3. Based upon its review of the Engineer's Report and other reports and information, the City Council hereby finds and determines that (i) the land within the District will be benefited by the improvements described in the Engineer's Report (ii) the District includes all of the lands so benefited, and (iii) the net amount to be assessed upon the lands with the District for the 2022-2023 fiscal year in accordance with the Engineer's Report is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements. Any and all oral and written protests and objections are hereby overruled by the City Council.

Section 4. The City Council declares that the diagram and assessment in the Engineer's Report are hereby confirmed as filed.

Section 5. The City Council hereby orders the improvements described in the Engineer's Report to be made.

Section 6. The assessment is in compliance with the provisions of the Act and the City Council has complied with all law pertaining to the levy of an annual assessment pursuant to the Act.

Section 7. The assessments to be levied and collected against the assessable lots and parcels of property within the District for fiscal year 2022-2023 are not proposed to increase from the assessment levied and collected for fiscal year 1997-1998.

Section 8. The assessment is levied without regard to property valuation.

Section 9. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the District shall not be subject to assessment to be made under these proceedings to pay for any of the costs and expenses of the improvements.

Section 10. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Engineer's Report for fiscal year 2022-2023.

Section 11. The improvements described in the Engineer's Report shall be performed pursuant to law.

Section 12. The County Auditor of San Bernardino County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 13. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund for Landscape Maintenance District No. 1.

Section 14. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the fiscal year commencing July 1, 2022, and ending June 30, 2023.

Section 15. The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment, with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 16. A certified copy of the assessment and diagram shall be filed in the City's Municipal Utilities and Engineering Department, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

ADOPTED, SIGNED AND APPROVED this 21st day of June, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certifies that the foregoing resolution was adopted by the City Council, at a regular meeting thereof, held on the 21st day of June, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8298

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS CONFIRMING A DIAGRAM AND ASSESSMENT FOR THE 2022-2023 FISCAL YEAR IN CONNECTION WITH STREET LIGHTING MAINTENANCE DISTRCT NO. 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

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

Section 1. On June 7, 2022, the City Council of the City of Redlands initiated proceedings and declared its intention to levy an assessment against the assessable lots and parcels of property within an existing assessment district designated "Street Lighting Maintenance District No. 1" (the "District") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") for the fiscal year commencing July 1, 2022, and ending June 30, 2023, and ordered the Engineering Manager, Goutam Dobey, to prepare and file a written report in accordance with Article 4 of Chapter 1 of the Act. This City Council, also by adoption of a prior resolution, approved such Engineer's Report.

Section 2. Following notice duly given in accordance with law, the City Council has held a full and fair public hearing regarding the Engineer's Report and the levy and collection of the proposed assessment within the District for fiscal year 2022-2023 to pay for the costs and expenses of the improvements described in the Engineer's Report pursuant to the terms and provisions of the Act. All interested persons were afforded the opportunity to hear, and be heard regarding, protests and objections to the levy and collection of the proposed assessment against lots or parcels of property within the District. The City Council considered all oral and written statements, protests and communications made or filed by interested persons.

Section 3. Based upon its review of the Engineer's Report and other reports and information, the City Council hereby finds and determines that (i) land within the District will be benefited by the improvements described in the Engineers Report (ii) the District includes all of the lands so benefited, and (iii) the net amount to be assessed upon the lands within the District for the 2022-2023 fiscal year in accordance with the Engineer's Report is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements. Any and all oral and written protests and objections are hereby overruled by the City Council.

Section 4. The City Council declares that the diagram and assessment in the Engineer's Report are hereby confirmed as filed.

Section 5. The City Council hereby orders the improvements described in the Engineer's Report to be made.

Section 6. The assessment is in compliance with the provisions of the Act and the City Council has complied with all law pertaining to the levy of an annual assessment pursuant to the Act.

Section 7. The assessments to be levied and collected against the assessable lots and parcels of property within the District for fiscal year 2022-2023 are not proposed to increase from the assessment levied and collected for fiscal year 1997-1998.

Section 8. The assessment is levied without regard to property valuation.

Section 9. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the District shall not be subject to assessment to be made under these proceedings to pay for any of the costs and expenses of the improvements.

Section 10. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Engineer's Report for fiscal year 2022-2023.

Section 11. The improvements described in the Engineer's Report shall be performed pursuant to law.

Section 12. The County Auditor of San Bernardino County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 13. The City Treasurer shall deposit all monies representing assessments collected by the County to the credit of a special fund for Street Lighting Maintenance District No. 1.

Section 14. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the fiscal year commencing July 1, 2022, and ending June 30, 2023.

Section 15. The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment, with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 16. A certified copy of the assessment and diagram shall be filed in the City's Municipal Utilities and Engineering Department, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

ADOPTED, SIGNED AND APPROVED this 21st day of June, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certifies that the foregoing resolution was adopted by the City Council, at a regular meeting thereof, held on the 21st day of June, 2022 by the following vote:

AYES:
NOES:
ABSENT
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

CITY OF REDLANDS
LANDSCAPE MAINTENANCE DISTRICT NO. 1
ENGINEER'S REPORT
FOR FISCAL YEAR 2022-2023

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

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ENGINEER'S REPORT AFFIDAVIT

Landscape Maintenance District No. 1

City of Redlands
San Bernardino County, State of California

This Report describes the Landscape Maintenance District No. 1 ("District") and services therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2022-2023 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the San Bernardino County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 1st day of June, 2022

By:_____

Goutam Dobey
Engineering Manager
R.C.E # 75646

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I. AUTHORITY FOR REPORT

This report is prepared by order of the City Council of the City of Redlands, California (City). This report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3 of Division 15 of the Streets and Highway Code of the State of California (Landscape and Lighting Act of 1972) and Article XIIID of the California Constitution.

II. GENERAL DESCRIPTION

The City Council of the City of Redlands, California has heretofore elected to form Landscape Maintenance District No. 1 (District) and annexed territories to said District. The boundaries of said District and annexations thereto are entitled "Assessment Diagram of Landscape Maintenance District No. 1," and are on file in the office of the City Clerk of the City of Redlands.

III. PLANS AND SPECIFICATIONS

The plans and specifications for the landscaping either have been or are being prepared by the developers. The plans and specifications for the landscaping will be in conformance with the requirements of the City's Community Development Department, Planning Division and the Municipal Utilities and Engineering Department (MUED).

Reference is hereby made to the subject tract or parcel maps and assessment diagrams for the exact location of the landscaped areas. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

IV. IMPROVEMENTS

All areas within the Landscape Maintenance District No. 1, identified in this report as the Original District and Annexation No. L1 through L12, are to be maintained by the District. For FY 2022/23 the Original District (A, B and C), and Annexations L1-A, L1-B, L2-A, L4-C, L4-W, L5-C and L6-E are the only Annexations currently maintained. The remaining Annexations are either not yet developed or the landscaping has not been accepted by MUED for maintenance by the Facilities and Community Services Department.

The City, through MUED and Facilities and Community Services Department, has developed procedures for inspections, acceptance and maintenance of the landscaping improvements. It is anticipated that the Facilities and Community Services Department will be assigned the overall maintenance responsibilities once landscape improvements for individual Annexations have been accepted for maintenance.

V. ASSESSMENT DIAGRAM

The assessment diagrams for the original districts and subsequent Annexations by reference are hereby made a part of this report and shown as Appendix B.

VI. ESTIMATED COSTS AND MAINTENANCE

It is anticipated that the City, through its Facilities and Community Services Department, will provide maintenance services for the District. The City's record keeping will be required to be sufficiently accurate to detail the expenses so that actual cost of maintaining the District and Annexations are documented.

The District and Annexations which are maintained and those Annexations which are not maintained at this time, have been in existence for a number of years. Over the years the existing assessments have not kept pace with the true annual cost of maintenance and administration. As a result, the surplus balances established at the formation of the District and Annexations have depleted to cover expenses.

Approximately fifty-one (51) percent of the general administration and engineering costs are charged to the District and Annexations having landscaping maintained by the City. Forty-nine (49) percent is spread to properties on an equal assessment per lot with on-site development, but with either no landscaping installed or landscaping which is not yet accepted for maintenance by the City. The latter assessment has not changed as compared to the last fiscal year and remains at $6.00 per lot.

The assessment per lot for general administration and engineering areas with landscaping maintained by the City is approximately $4.39 per lot for the Original District B and C, and Annexations L1-A, L1-B, L2-A, L4-W and L6-E. For Original District A, this amount is $36.16 per lot and for Annexation L5C it is $8.50 per lot. Annexation L4-C is maintained by the District but the assessment remains at $6.00 per lot.

Since there were numerous locations as part of Annexation Nos. 1, 2, 3, 4, etc. they were identified on the diagram as Original A, 1-1A, 1-1B, etc. Prefix L is added to the identification on the later annexations to identify that it is within the District. The description of the annexations will be within Sections IX and X of this report.

VII. ASSESSMENT ROLL

Following the public hearing for FY 2022-2023 (FY 22/23) assessments and the City Council's approval of the assessments, an assessment roll will be prepared. The assessment roll will include the assessment parcel number, the San Bernardino County Assessor's parcel number and the confirmed assessment for each parcel. The assessment roll will be filed with the City Clerk and will subsequently be transmitted to the San Bernardino County Auditor/Tax Collector.

VIII. PROPOSED BASIS FOR ASSESSMENTS

The City Council has heretofore determined that it will be necessary to utilize the provisions of the Landscaping and Lighting Act of 1972, a benefit assessment act, for the Original District and the subsequent Annexations to the District and to assess benefitting properties in proportion to the benefits that the various properties will receive.

IX. CALCULATION OF MAINTENANCE AND INCIDENTAL COST

For a breakdown of the Maintenance and Incidental Costs see Appendix A – Calculation of Maintenance and Incidental Cost Table

X. ESTIMATED ASSESSMENTS FOR FY 2021-2022

The City Council, in forming the District and in annexing territories to the District, has maintained the philosophy that the subdivider or developer is responsible for the plantings, irrigation system and the maintenance of the improvements until they become well established. The assessments for maintenance thus only include anticipated costs incurred subsequent to the acceptance of the established improvements by MUED.

The maintenance of the landscaping is vital for the protection of both economic and humanistic values of the development. The City Council has heretofore determined that for the preservation of values incorporated within developments adjacent to landscaped areas, the parcels within the developments should be included in a maintenance district to ensure satisfactory levels of maintenance. The establishment of the assessment for each development must be on a unit-by-unit basis, which will preserve the integrity of each project.

The determination of benefit for the lots within the District and Annexations takes into consideration the following facts for the Original Districts and Annexations thereto:

Original District - Tracts 13282, 13434 and 13496

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefits to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on the Wabash Avenue and San Bernardino Avenue, boundaries of Tracts 13282 and 13434 respectively, is oriented away from the units adjacent to the landscaped areas; however, these properties were given a 10 percent surcharge to recognize proximity and support benefit.

5. The landscaping in the common area along the Alessandro Road frontage of Tract 13496 is oriented towards all units. Two of the lots abut the landscaped areas and were given a 20 percent surcharge to recognize proximity and support benefit.

6. The lots to receive a surcharge shall be considered to be within Assessment Zone "A".

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on the Wabash Avenue frontage of Tract 13282, the San Bernardino Avenue frontage of 13434 and the Alessandro Road frontage of Tract 13496

P = Number of lots with a 10 percent or 20 percent surcharge

LA + P [(1.10) or (1.20)] A = Amount to be assessed

The FY 22/23 assessment will be spread based upon the preceding formula.

Original 1-A
Tract 13282

The total lot count in Tract 13282 is 38 lots, with 8 of those lots being adjacent to Wabash Avenue.

FY 2022/23 Assessment

(20A) + 8 (1.10A) = $2,409
A = $62.09

APN 0168-681-01 thru 16, 25 thru 38

The amount of assessment for lots that are not adjacent to the landscaping areas on Wabash Avenue = $62.09

APN 0168-681-17 thru 24

The amount of assessment for lots adjacent to Wabash Avenue with a 10 percent surcharge = $68.30

Original 1-B
Tract 13434

The total lot count in Tract 13434 is 78 lots, with 4 of these lots being adjacent to San Bernardino Avenue.

FY 22/23 Assessment

(74A) + 4 (1.10A) = $2,826
A = $36.05

APN 0167-802-2 thru 7
APN 0167-803-2 thru 8
APN 0167-804-1 thru 19
APN 0167-823-1 thru 10
APN 0167-284-1 thru 32

The amount of assessment for lots that are not adjacent to the landscaping areas on San Bernardino Avenue = $36.05

APN 0167-802-01, 08
APN 0167-803-01, 09

The amount of assessments for lots adjacent to San Bernardino Avenue with a 10 percent surcharge = $39.65

Original 1-C
Tract 13496

The total lot count in Tract 13496 is 9 lots, with 2 of these lots being adjacent to Alessandro Road.

FY 2022/23 Assessment

(7A) + 2 (1.2A) = $12,320
A = $1,310.64

APN 0175-491-02 thru 08

The amount of assessment for lots that are not adjacent to the landscaping areas on Alessandro Road = $1,310.64

APN 0175-491-01, 09

The amount of assessment for lots adjacent to Alessandro Road with a 20 percent surcharge = $1,572.77

Annexation No. L1-A – Tract 13745

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefit to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on San Bernardino Avenue is oriented away from the lots adjacent to the landscaped areas; however, these properties were given a 10 percent surcharge to recognize proximity and support benefit. These lots within Assessment Zone "A" are shown on the Assessment Diagram.

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on San Bernardino Avenue

P = Number of lots with a 10 percent within Assessment Zone "A"

LA + P (1.10) A = Amount to be assessed

The FY 22/23 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 38 lots, with 9 of these lots being adjacent to San Bernardino Avenue.

FY 22/23 Assessment

(29A) + 9 (1.10A) = $3,601
A = $92.57

APN 1212-141-01 thru 15, 25 thru 38

The amount of assessment for lots that are not adjacent to the landscaping areas on San Bernardino Avenue = $92.57

APN 1212-141-16 thru 24

The amount of assessments for lots within Assessment Zone "A" adjacent to the San Bernardino Avenue landscaping areas with a 10 percent surcharge = $101.83

Annexation No. L1-B – Tract 13765

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefit to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on San Bernardino Avenue is oriented away from the lots adjacent to the landscaped areas; however, these properties were given a 10 percent surcharge to recognize proximity and support benefit. These lots within Assessment Zone "A" as shown on the Assessment Diagram.

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on San Bernardino Avenue

P = Number of lots with a 10 percent within Assessment Zone "A"

LA + P (1.10) A = Amount to be assessed

The FY 22/23 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 25 lots, with 2 of these lots being adjacent to San Bernardino Avenue.

FY 22/23 Assessment

(23A) + 2 (1.10A) = $2,554
A = $101.35

APN 1212-081-54 thru -62

The amount of assessment for lots that are not adjacent to the landscaping areas on San Bernardino Avenue = $101.35

APN 1212-141-39 and -54

The amount of assessments for lots within Assessment Zone "A" adjacent to the San Bernardino Avenue landscaping areas with a 10 percent surcharge = $111.48

Annexation No. L2-A – Tract 13947

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefit to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on Reservoir Road is oriented away from the lots adjacent to the landscaped areas; however, these properties were given a 20 percent surcharge to recognize proximity and support benefit. These lots are within Assessment Zone "A" as shown on the Assessment Diagram

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on Reservoir Road

P = Number of lots with a 20 percent within Assessment Zone "A"

LA + P (1.20) A = Amount to be assessed

FY 22/23 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 35 lots, with 4 of these lots being adjacent to Reservoir Road.

FY 22/23 Assessment

(31A) + 4 (1.20A) = $1,595
A = $44.55

APN 0174-621-1 thru 7, 9 thru 25, 28 thru 34

The amount of assessment for lots that are not adjacent to the landscaping areas on Reservoir Road = $44.55

APN 0174-621-08, 26, 27, 35

The amount of assessments for lots within Assessment Zone "A" adjacent to the Reservoir Road landscaping areas with a 20 percent surcharge = $53.46.

Annexation No. L3-A – Parcel Map 11917

Formula for Assessment

T = Total length of perimeter landscaping = 3,099 feet

L = Individual lot length of perimeter landscaping

A = Amount to be assessed = $600

The FY 22/23 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 4 lots.

FY 22/23 Assessment

Assessment per lot:

APN 0292-032-39	= 1010 ft/3099 ft	x $600 =	$195.55
APN 0292-032-40	= 206 ft/3099 ft	x $600 =	$39.88
APN 0292-032-41	= 324 ft/3099 ft	x $600 =	$62.73
APN 0292-032-42	= 1559 ft/3099 ft	x $600 =	$301.84

Annexation No. L5-C – Tract 14556

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefit to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on the median at the intersection of Franklin Avenue and Garden Street is oriented away from lots adjacent to the landscaped areas; however, these properties were given a 10 percent surcharge to recognize proximity and support benefit. These lots within Assessment Zone "A" as shown on the Assessment Diagram.

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on Franklin Avenue and Garden Street

P = Number of lots with a 10 percent within Assessment Zone "A"

LA + P (1.10) A = Amount to be assessed

The FY 22/23 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 10 lots, with 4 of these lots being in close proximity to the landscaped median at the intersection of Franklin Avenue and Garden Street.

FY 22/23 Assessment

(6A) + 4 (1.10A) = $815
A = $78.37

APN 0176-441-18, 23 thru 27

The amount of assessment for lots that are not adjacent to the landscaping areas = $78.37

APN 0174-441-19 thru 22

The amount of assessments for lots within Assessment Zone "A" adjacent to the landscaping areas with a 10 percent surcharge = $86.20

Annexation No. L4, L5 (except L5-C), L6, L7, L8, L9, L10, L11 and L12

No assessments are proposed to be levied on the parcels in these annexations in association with the landscape maintenance costs. However, these parcels will receive special benefit and be assessed for the per lot general City overhead charges and the prorated share of the Annual Engineer's Report to ensure that the required landscaping be maintained to the standards established by the City and anticipated when the improvements were initially required. The assessment will be $6.00 per lot in each of these annexations.

* * * * * * * * * * * *

The City Council will hold a public meeting on June 21, 2022 to determine the assessments based upon the costs for FY 2022-2023 which are anticipated to be incurred by the City and which are to be recovered through assessments as required by the Landscaping and Lighting District Act of 1972.

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APPENDIX A

CALCULATION OF MAINTENANCE AND INCIDENTAL COST TABLE

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APPENDIX A
COST TABLE
ENGINEER'S REPORT
LANDSCAPE MAINTENANCE DISTRICT NO. 1, FY 2022-2023

District Name	Original 1-A	Original 1-B	Original 1-C	Annexation L1-A	Annexation L1-B	Annexation L2-A	Annexation L3-A	Annexation L4-A	Annexation L4-B	Annexation L4-C	Annexation L4-D	Annexation L4-E	Annexation L4-F	Annexation L4-G	Annexation L4-H
Description	Tract 13282	Tract 13434	Tract 13496	Tract 13745	Tract 13765	Tract 13947	PM 11917	MS 185	MS 178	CUP 617	MS 184	CUP 382	CRA 606	CRA 486	CUP 253
Parcel Numbers	Wabash Avenue	San Bernardino Avenue	Alessandro Road	San Bernardino Avenue	San Bernardino Avenue	Reservoir Road	Lugonia Avenue		APN 293-172-16 THRU 18	APN 292-033-11	APN 167-231-19 THRU 21	APN 171-383-19 & 20	APN 169-131-33	APN 292-321-10	APN 169-411-07
Maintenance															
Contract Maintenance	$ 1,340	$ 1,340	$ 5,103	$ 1,190	$ 650	$ 550	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair Beyond Contract	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water & Electric	$ 520	$ 940	$ 4,450	$ 1,865	$ 1,360	$ 1,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Field Inspections	$ 250	$ 250	$ 1,250	$ 250	$ 250		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supplies	$ 50	$ 50	$ 50	$ 50	$ 50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ 2,160**	**$ 2,580**	**$ 10,853**	**$ 3,355**	**$ 2,310**	**$ 1,850**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Incidental Expenses															
Engineering and Admin.	$ 250	$ 250	$ 1,475	$ 250	$ 250	$ 6	$ 600	$ -	$ 60	$ 6	$ 18	$ 12	$ 6	$ 6	$ 6
SUBTOTAL	**$ 250**	**$ 250**	**$ 1,475**	**$ 250**	**$ 250**	**$ 6**	**$ 600**	**$ -**	**$ 60**	**$ 6**	**$ 18**	**$ 12**	**$ 6**	**$ 6**	**$ 6**
TOTAL MAINTENANCE & INCIDENTAL COSTS	**$ 2,410**	**$ 2,830**	**$ 12,328**	**$ 3,605**	**$ 2,560**	**$ 1,856**	**$ 600**	**$ -**	**$ 60**	**$ 6**	**$ 18**	**$ 12**	**$ 6**	**$ 6**	**$ 6**
Levy Adjustments															
Fund Collection	$ (1)	$ (4)	$ (8)	$ (4)	$ (6)	$ (261)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BALANCE TO LEVY	**$ (1)**	**$ (4)**	**$ (8)**	**$ (4)**	**$ (6)**	**$ (261)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Levy															
Non-Adjacent Lots	30	74	7	29	23	31	0	0	0	0	0	0	0	0	0
Adjacent Lots (10%)	8	4	0	9	2	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (20%)	0	0	2	0	0	4	0	0	0	0	0	0	0	0	0
Per Lot City Overhead	0	0	0	0	0	0	0	0	10	1	3	2	1	1	1
TOTAL LOTS	**38**	**78**	**9**	**38**	**25**	**35**	**0**	**0**	**10**	**1**	**3**	**2**	**1**	**1**	**1**
Non-Adjacent Rate per Lot	$ 62.09	$ 36.05	$ 1,310.64	$ 92.57	$ 101.35	$ 44.55	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (10%) per Lot	$ 68.30	$ 39.65	$ -	$ 101.83	$ 111.48	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (20%) per Lot	$ -	$ -	$ 1,572.77	$ -		$ 53.46	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Per Lot City Overhead	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00
TOTAL ASSESSMENT ALLOWABLE	**$ 2,409.10**	**$ 2,826.30**	**$ 12,320.02**	**$ 3,601.00**	**$ 2,554.01**	**$ 1,594.89**	**$ 600.00**	**$ -**	**$ 60.00**	**$ 6.00**	**$ 18.00**	**$ 12.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**
Total # of Parcels	38	78	9	38	25	35	4	4	10	1	3	2	1	1	1
Total Parcels Levied	38	78	9	38	25	35	4	0	3	1	3	2	1	1	1

District Name	Annexation L4-I	Annexation L4-J	Annexation L4-K	Annexation L4-L	Annexation L4-M	Annexation L4-N	Annexation L4-O	Annexation L4-P	Annexation L4-Q	Annexation L4-R	Annexation L4-S	Annexation L4-T	Annexation L4-U	Annexation L4-V	Annexation L4-W
Description	CRA 608	CUP 519	CUP 516	CUP 518	CUP 522	CUP 521	CRA 605	PM 12087	MS 185	CUP 278	CUP 405	CRA 354	CRA 346	CRA 607	Tract 12461
Parcel Numbers	APN 169-142-11	APN 171-331-04	APN 292-166-11	APN 169-053-12	APN 172-031-49	APN 292-034-16	APN 169-182-02, -03, -04	APN 171-261-01	APN 176-044-14 & 15	APN 171-171-34	APN 169-343-07	APN 292-182-30 & 31	APN 292-061-25	APN 292-156-21	APN 1212-191-60 THRU 79
Maintenance															
Contract Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 550
Repair Beyond Contract	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Water & Electric	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 630
Field Inspections	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,180**
Incidental Expenses															
Engineering and Admin.	$ 6	$ 6	$ 6	$ 6	$ 6	$ 6	$ 18	$ -	$ 6	$ 18	$ 6	$ 12	$ -	$ 6	$ 88
SUBTOTAL	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 18**	**$ -**	**$ 6**	**$ 18**	**$ 6**	**$ 12**	**$ -**	**$ 6**	**$ 88**
TOTAL MAINTENANCE & INCIDENTAL COSTS	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 18**	**$ -**	**$ 6**	**$ 18**	**$ 6**	**$ 12**	**$ -**	**$ 6**	**$ 1,268**
Levy Adjustments															
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,148)
General Fund Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BALANCE TO LEVY	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (1,148)**
Levy															
Non-Adjacent Lots	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (10%)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (20%)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Per Lot City Overhead	1	1	1	1	1	1	3	0	1	3	1	2	0	1	20
TOTAL LOTS	**1**	**1**	**1**	**1**	**1**	**1**	**3**	**0**	**1**	**3**	**1**	**2**	**0**	**1**	**20**
Non-Adjacent Rate per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ 1.00	$ -	$ -	$ -	$ -
Adjacent Rate (10%) per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (20%) per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Per Lot City Overhead	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00
TOTAL ASSESSMENT ALLOWABLE	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 18.00**	**$ -**	**$ 6.00**	**$ 18.00**	**$ 6.00**	**$ 12.00**	**$ -**	**$ 6.00**	**$ 120.00**
Total # of Parcels	1	1	1	1	1	1	3	1	2	3	1	2	1	1	20
Total Parcels Levied	1	1	1	1	1	1	3	0	1	3	1	2	0	1	20

APPENDIX A
COST TABLE
ENGINEER'S REPORT
LANDSCAPE MAINTENANCE DISTRICT NO. 1, FY 2022-2023

District Name	Annexation L4-X	Annexation L5-A	Annexation L5-B	Annexation L5-C	Annexation L5-D	Annexation L5-E	Annexation L5-F	Annexation L5-G	Annexation L5-H	Annexation L6-A	Annexation L6-B	Annexation L6-C	Annexation L6-D	Annexation L6-E	Annexation L6-F
Description	PM 12022	MS 188	MS 189	Tract 14556	CRA 611	MS 196	MS 195	CRA 615	CRA 536	CRA 517	CRA 628	CRA 624	CRA 305	Tract 13575	CUP 550
Parcel Numbers	APN 169-212-17 THRU 27	APN 292-153-24 THRU 27	APN 292-441-11 THRU 15	APN 176-441-18 THRU 27	0174-241-31	APN 292-331-15 & 16	APN 294-091-47 & 48	APN 292-157-31	APN 292-381-17	APN 169-321-01 & 02	APN 292-310-07	APN 169-281-39	APN 167-271-61	APN 1212-201-01 THRU 27	APN 292-165-15
Maintenance															
Contract Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 550	$ -
Repair Beyond Contract	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
Water & Electric	$ -	$ -	$ -	$ 180	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 925	$ -
Field Inspections	$ -	$ -	$ -	$ 350	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supplies	$ -	$ -	$ -	$ 200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ 730**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,475**	**$ -**
Incidental Expenses															
Engineering and Admin.	$ 66	$ 24	$ 30	$ 85	$ 12	$ 12	$ 12	$ 6	$ -	$ 12	$ 6	$ 6	$ 6	$ 119	$ 6
SUBTOTAL	**$ 66**	**$ 24**	**$ 30**	**$ 85**	**$ 12**	**$ 12**	**$ 12**	**$ 6**	**$ -**	**$ 12**	**$ 6**	**$ 6**	**$ 6**	**$ 119**	**$ 6**
TOTAL MAINTENANCE & INCIDENTAL COSTS	**$ 66**	**$ 24**	**$ 30**	**$ 815**	**$ 12**	**$ 12**	**$ 12**	**$ 6**	**$ -**	**$ 12**	**$ 6**	**$ 6**	**$ 6**	**$ 1,594**	**$ 6**
Levy Adjustments															
Fund Collection	$ -	$ -	$ -	$ 0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,432)	$ -
General Fund Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BALANCE TO LEVY	**$ -**	**$ -**	**$ -**	**$ 0**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (1,432)**	**$ -**
Levy															
Non-Adjacent Lots	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (10%)	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (20%)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Per Lot City Overhead	11	4	5	0	2	2	2	1	0	2	1	1	1	27	1
TOTAL LOTS	**11**	**4**	**5**	**10**	**2**	**2**	**2**	**1**	**0**	**2**	**1**	**1**	**1**	**27**	**1**
Non-Adjacent Rate per Lot	$ -	$ -	$ -	$ 78.37	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (10%) per Lot	$ -	$ -	$ -	$ 86.20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (20%) per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Per Lot City Overhead	$ 6.00	$ 6.00	$ 6.00	$ -	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00
TOTAL ASSESSMENT ALLOWABLE	**$ 66.00**	**$ 24.00**	**$ 30.00**	**$ 815.02**	**$ 12.00**	**$ 12.00**	**$ 12.00**	**$ 6.00**	**$ -**	**$ 12.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 162.00**	**$ 6.00**
Total # of Parcels	11	4	5	10	2	2	2	1	1	2	1	1	1	27	1
Total Parcels Levied	11	4	5	10	2	2	2	1	0	2	1	1	1	27	1

District Name	Annexation L6-G	Annexation L6-H	Annexation L6-I	Annexation L6-J	Annexation L7-A	Annexation L7-B	Annexation L7-C	Annexation L7-D	Annexation L7-E	Annexation L7-F	Annexation L7-G	Annexation L7-H	Annexation L7-I	Annexation L8-A	Annexation L8-B
Description	CRA 623	CUP 542	Tract 16310	MS 201	MS 213	MS 211	CUP 559	CRA 636	CRA 546	CRA 641	CRA 640	CUP 562	CUP 548	CRA 637	Tract 10179
Parcel Numbers	APN 292-381-08	APN 292-064-13, 17, 21 THRU 27	APN 173-052-31 THRU 42 & APN 173-062-01 THRU 39	APN 171-341-33	APN 172-301-14 THRU 17	APN 292-201-36, 37, 38 changed to 292-201-37, -39, and -40	APN 171-202-30	APN 169-043-14	APN 292-192-11	APN 292-310-36	APN 169-301-08, 10, 11	APN 292-064-17	APN 169-313-16	APN 169-281-23	APN 167-861-37 THRU 54, APN 167-851-39 THRU 56
Maintenance															
Contract Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair Beyond Contract	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water & Electric	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Field Inspections	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Incidental Expenses															
Engineering and Admin.	$ 6	$ 54	$ 300	$ 6	$ 24	$ 18	$ 6	$ 6	$ 6	$ 6	$ 18	$ -	$ 6	$ -	$ 216
SUBTOTAL	**$ 6**	**$ 54**	**$ 300**	**$ 6**	**$ 24**	**$ 18**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 18**	**$ -**	**$ 6**	**$ -**	**$ 216**
TOTAL MAINTENANCE & INCIDENTAL COSTS	**$ 6**	**$ 54**	**$ 300**	**$ 6**	**$ 24**	**$ 18**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 18**	**$ -**	**$ 6**	**$ -**	**$ 216**
Levy Adjustments															
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BALANCE TO LEVY	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Levy															
Non-Adjacent Lots	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (10%)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (20%)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Per Lot City Overhead	1	9	50	1	4	3	1	1	1	1	3	0	1	1	36
TOTAL LOTS	**1**	**9**	**50**	**1**	**4**	**3**	**1**	**1**	**1**	**1**	**3**	**0**	**1**	**1**	**36**
Non-Adjacent Rate per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (10%) per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (20%) per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Per Lot City Overhead	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ -	$ 6.00
TOTAL ASSESSMENT ALLOWABLE	**$ 6.00**	**$ 54.00**	**$ 300.00**	**$ 6.00**	**$ 24.00**	**$ 18.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 18.00**	**$ -**	**$ 6.00**	**$ -**	**$ 216.00**
Total # of Parcels	1	9	51	1	4	3	1	1	1	1	3	1	1	1	36
Total Parcels Levied	1	9	50	1	4	3	1	1	1	1	3	0	1	0	36

APPENDIX A
COST TABLE
ENGINEER'S REPORT
LANDSCAPE MAINTENANCE DISTRICT NO. 1, FY 2022-2023

District Name	Annexation L8-C	Annexation L8-D	Annexation L8-E	Annexation L9-A	Annexation L9-B	Annexation L10-A	Annexation L10-B	Annexation L10-C	Annexation L10-D	Annexation L10-E	Annexation L10-F	Annexation L10-G	Annexation L10-H	Annexation L11-A
Description	CUP 574	CRA 642	MS 216 B	CRA 648	CUP 581	CRA 658	CRA 639	CRA 652	CUP 602	CUP 590	CUP 577	CUP 541	Tract 14790-1	CRA 664
Parcel Numbers	APN 171-202-33	APN 292-154-12	APN 174-021-41, 42	APN 292-157-16	APN171-203-13	APN 292-202-17 & 18	APN 292-152-39, 32	APN 292-063-45	APN 292-063-48, -52, -53	APN 171-332-30	APN 1212-041-01	APN 174-261-15	Multiple APNs	APN 292-341-24 & 25
Maintenance														
Contract Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair Beyond Contract	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water & Electric	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Field Inspections	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Incidental Expenses														
Engineering and Admin.	$ 6	$ 6	$ 12	$ 6	$ 6	$ 12	$ 6	$ 6	$ -	$ 6	$ 6	$ 6	$ 240	$ 12
SUBTOTAL	**$ 6**	**$ 6**	**$ 12**	**$ 6**	**$ 6**	**$ 12**	**$ 6**	**$ 6**	**$ -**	**$ 6**	**$ 6**	**$ 6**	**$ 240**	**$ 12**
TOTAL MAINTENANCE & INCIDENTAL COSTS	**$ 6**	**$ 6**	**$ 12**	**$ 6**	**$ 6**	**$ 12**	**$ 6**	**$ 6**	**$ -**	**$ 6**	**$ 6**	**$ 6**	**$ 240**	**$ 12**
Levy Adjustments														
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BALANCE TO LEVY	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Levy														
Non-Adjacent Lots	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (10%)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (20%)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Per Lot City Overhead	1	1	2	1	1	2	1	1	0	1	1	1	40	2
TOTAL LOTS	**1**	**1**	**2**	**1**	**1**	**2**	**1**	**1**	**0**	**1**	**1**	**1**	**40**	**2**
Non-Adjacent Rate per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (10%) per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (20%) per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Per Lot City Overhead	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ -	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00
TOTAL ASSESSMENT ALLOWABLE	**$ 6.00**	**$ 6.00**	**$ 12.00**	**$ 6.00**	**$ 6.00**	**$ 12.00**	**$ 6.00**	**$ 6.00**	**$ -**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 240.00**	**$ 12.00**
Total # of Parcels	1	1	2	1	1	2	2	1	1	1	1	1	40	2
Total Parcels Levied	1	1	2	1	1	2	1	1	0	1	1	1	40	2

District Name	Annexation L11-B	Annexation L11-C	Annexation L12-A	Annexation L12-B	Annexation L12-C	Annexation L12-D	Annexation L12-E	Annexation L12-F	Annexation L12-G	Annexation L12-H	Annexation L12-I	Annexation L12-J
Description	CRA 666	Tract 11535	Tract 7202	Tract 7202	Tract 7202	Tract 7202	Tract 7202	Tract 15589	CUP 620	CUP 617	CRA 668	CRA 670
Parcel Numbers	APN 292-158-15	APN 292-351-08	APN 176-402-09	APN176-402-08	APN 176-402-07	APN 176-402-06	APN 176-402-04	APN 293-421-01 THRU 45	APN 292-251-10	APN292-033-13	APN 292-341-17	APN 292-157-20
Maintenance												
Contract Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair Beyond Contract	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water & Electric	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Field Inspections	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Incidental Expenses												
Engineering and Admin.	$ 6	$ 6	$ 6	$ 6	$ 6	$ 6	$ 6	$ 270	$ 6	$ 6	$ 6	$ 6
SUBTOTAL	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 270**	**$ 6**	**$ 6**	**$ 6**	**$ 6**
TOTAL MAINTENANCE & INCIDENTAL COSTS	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 270**	**$ 6**	**$ 6**	**$ 6**	**$ 6**
Levy Adjustments												
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BALANCE TO LEVY	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Levy												
Non-Adjacent Lots	0	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (10%)	0	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (20%)	0	0	0	0	0	0	0	0	0	0	0	0
Per Lot City Overhead	1	1	1	1	1	1	1	45	1	1	1	1
TOTAL LOTS	**1**	**1**	**1**	**1**	**1**	**1**	**1**	**45**	**1**	**1**	**1**	**1**
Non-Adjacent Rate per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (10%) per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (20%) per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Per Lot City Overhead	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00
TOTAL ASSESSMENT ALLOWABLE	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 270.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**
Total # of Parcels	1	1	1	1	1	1	1	45	1	1	1	1
Total Parcels Levied	1	1	1	1	1	1	1	45	1	1	1	1

APPENDIX A
COST TABLE
ENGINEER'S REPORT
LANDSCAPE MAINTENANCE DISTRICT NO. 1, FY 2022-2023

District Name	Annexation L12-K	Annexation L12-L	Annexation L12-M	TOTALS
Description	MS 235	MS 221	CRA 661	
Parcel Numbers	Multiple APNs	APN 174-281-33, -34, -35, -37	APN 171-161-18	
Maintenance				
Contract Maintenance	$ -	$ -	$ -	**$ 11,273**
Repair Beyond Contract	$ -	$ -	$ -	**$ -**
Water & Electric	$ -	$ -	$ -	**$ 12,170**
Field Inspections	$ -	$ -	$ -	**$ 2,600**
Supplies	$ -	$ -	$ -	**$ 450**
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ 26,493**
Incidental Expenses				
Engineering and Admin.	$ -	$ 24	$ 6	**$ 5,155**
SUBTOTAL	**$ -**	**$ 24**	**$ 6**	**$ 5,155**
TOTAL MAINTENANCE & INCIDENTAL COSTS	**$ -**	**$ 24**	**$ 6**	**$ 31,648**
Levy Adjustments				
Fund Collection	$ -	$ -	$ -	**$ (2,864)**
General Fund Contribution	$ -	$ -	$ -	**$ -**
BALANCE TO LEVY	**$ -**	**$ -**	**$ -**	**$ (2,864)**
Levy				
Non-Adjacent Lots	0	0	0	**200**
Adjacent Lots (10%)	0	0	0	**27**
Adjacent Lots (20%)	0	0	0	**6**
Per Lot City Overhead	0	4	1	**345**
TOTAL LOTS	**0**	**4**	**1**	
Non-Adjacent Rate per Lot	$ -	$ -	$ -	
Adjacent Rate (10%) per Lot	$ -	$ -	$ -	
Adjacent Rate (20%) per Lot	$ -			
Per Lot City Overhead	$ 6.00	$ 6.00	$ 6.00	
TOTAL ASSESSMENT ALLOWABLE	**$ -**	**$ 24.00**	**$ 6.00**	**$ 28,784.34**
Total # of Parcels	21	4	1	**615**
Total Parcels Levied	0	4	1	**574**

APPENDIX B

DISTRICT DIAGRAM

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CITY OF REDLANDS
LANDSCAPE MAINTENANCE DISTRICT NO. 1

APPENDIX B - ASSESSMENT DIAGRAMS

Abbreviations

APN – Assessor's Parcel Number

CRA – Commission Review and Approval

CUP – Conditional Use Permit

MS – Minor Subdivision

PM – Parcel Map

TM – Tract Map

General comments

Each annexation has its own diagram.

North is up unless notated otherwise.

The assessor's parcel numbers are shown as a 9 digit number.

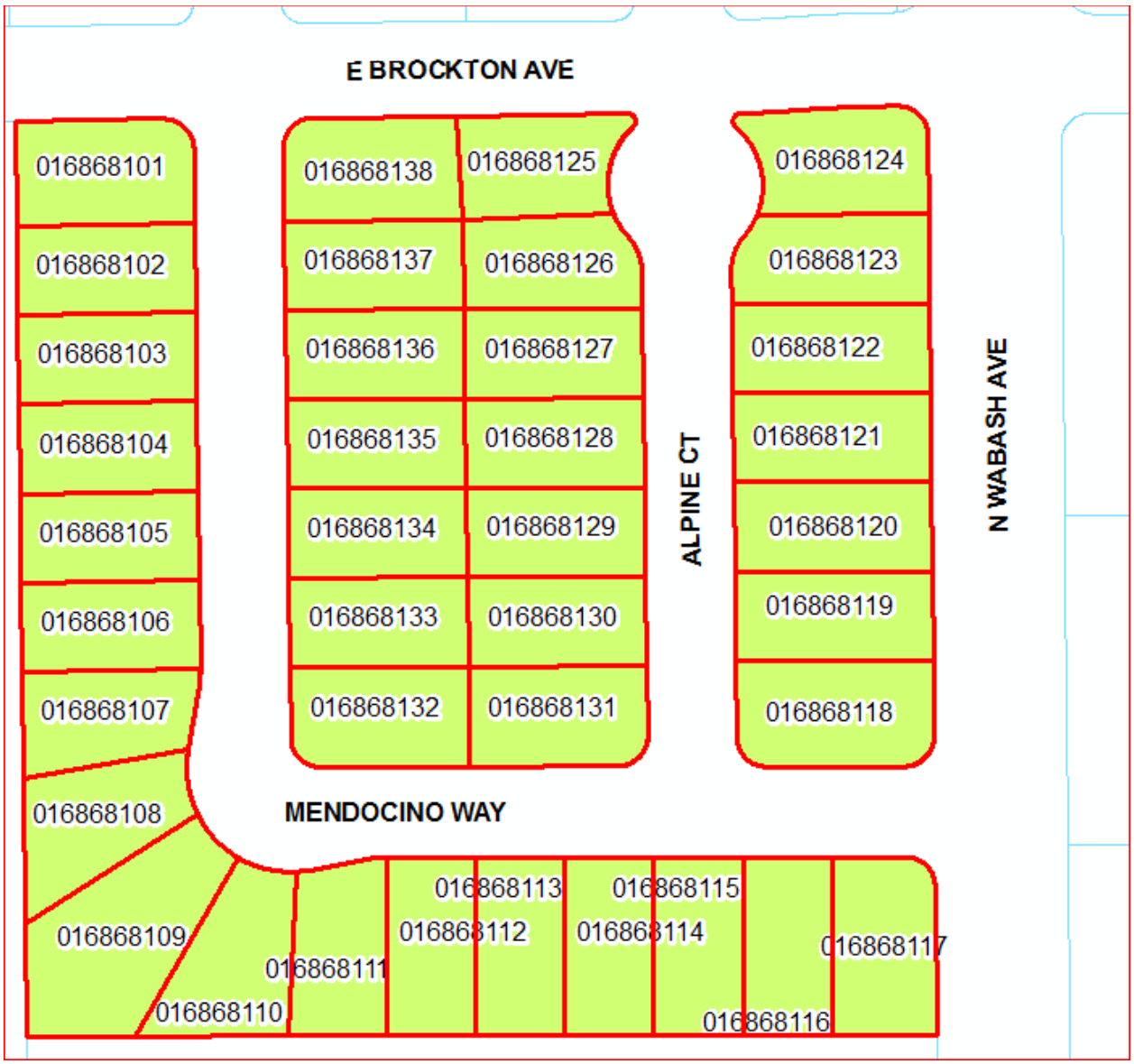
A dark red line delineates the boundary of each annexation.

A shaded background is typically used to indicate parcels within the Landscape Maintenance District.

Annexation #s

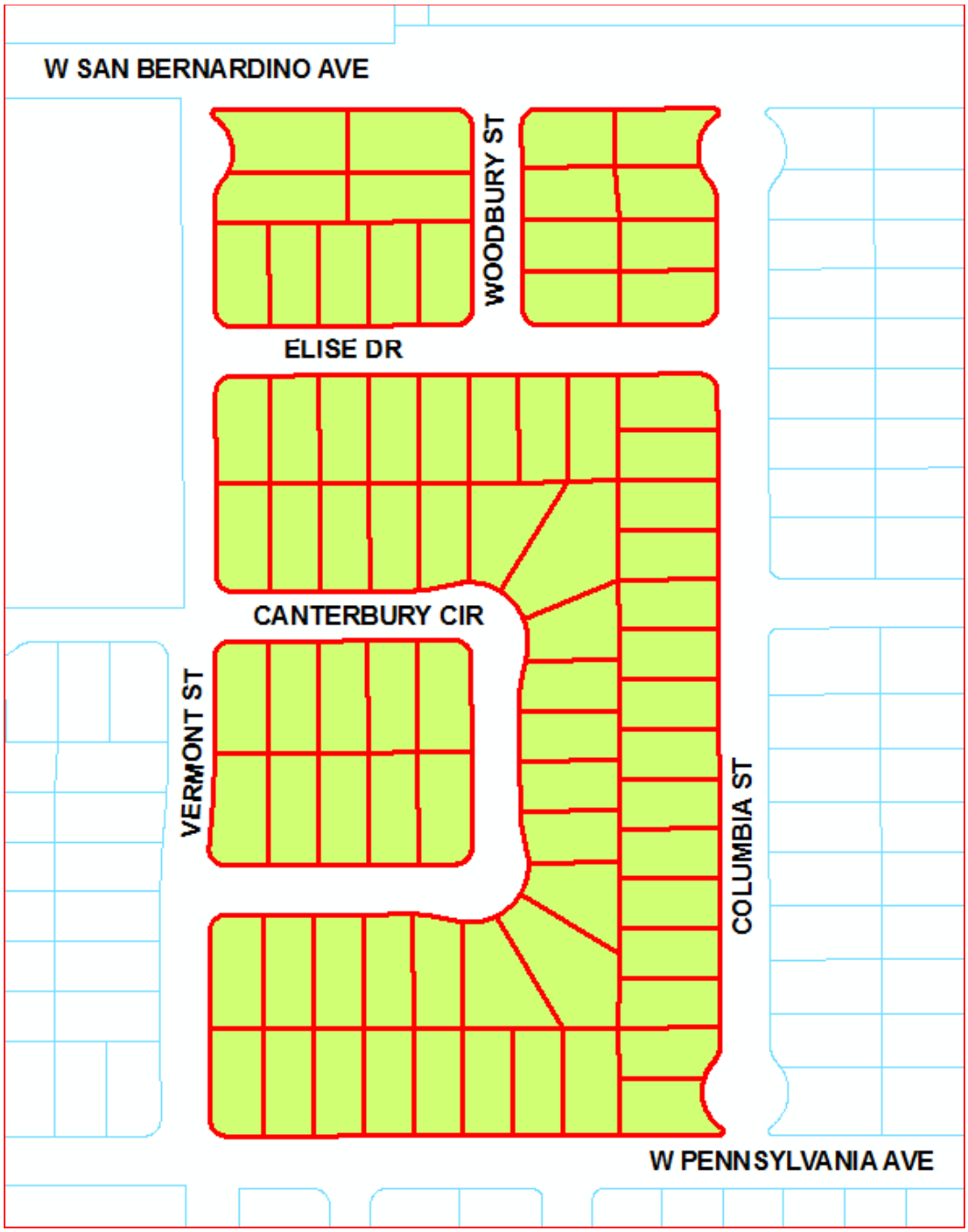
Original District A thru C
L1-A thru L1-B
L2-A
L3-A
L4-A thru L4-X
L5-A thru L5-H
L6-A thru L6-J
L7-A thru L7-I
L8-A thru L8-E
L9-A thru L9-B
L10-A thru L10-H
L11-A thru L11-C
L12-A thru L12-M

Initial District - A



Tract Map 13282

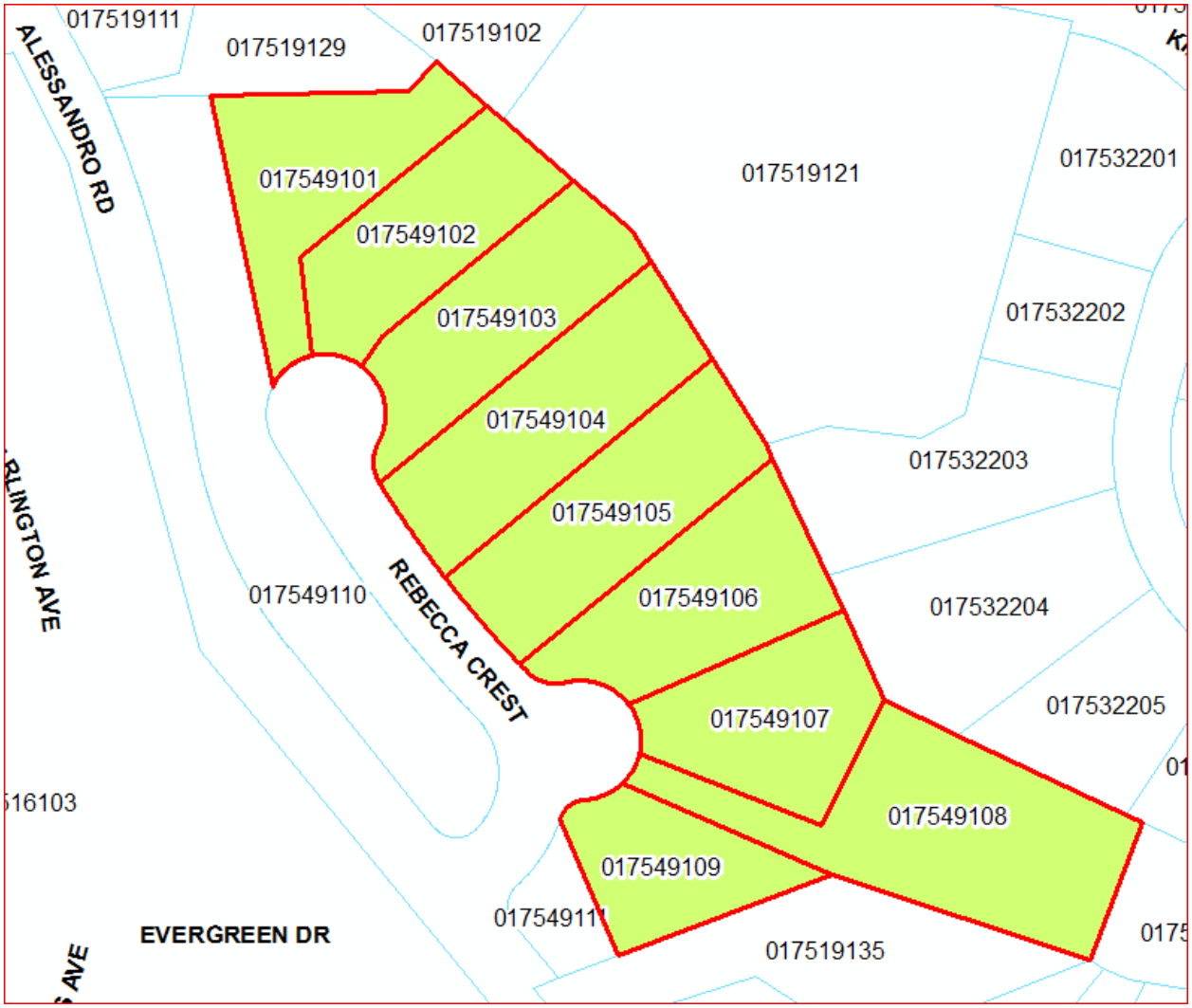
Initial District - B



Tract 13434

APN 167-802-01 thru 08, APN 167-803-01 thru -09, APN 167-804-01 thru -19, APN 167-823-01 thru 10, APN 167-824-01 thru -32,

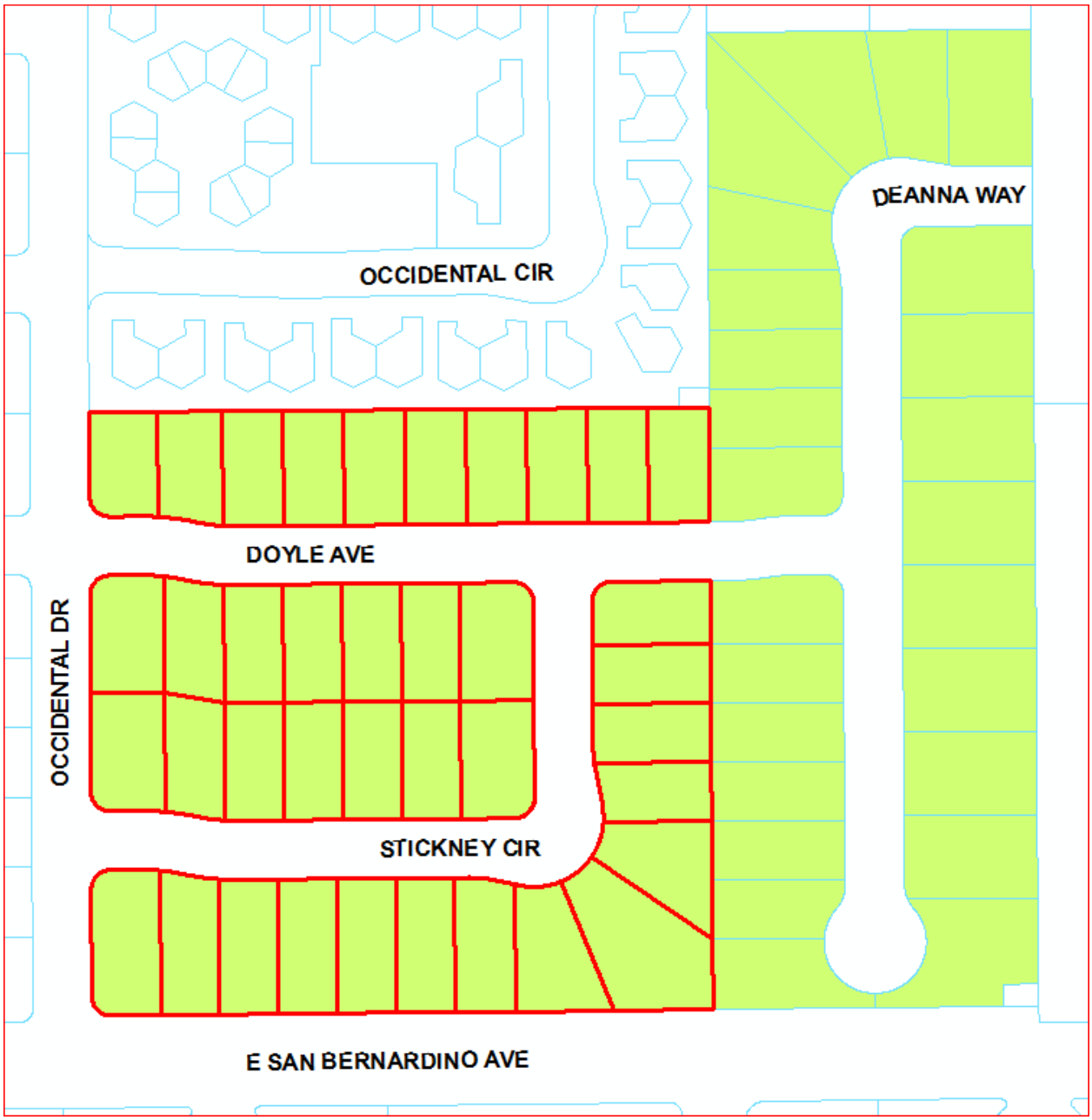
Initial District - C



Tract Map 13496

APN 0175-491-01 thru -09

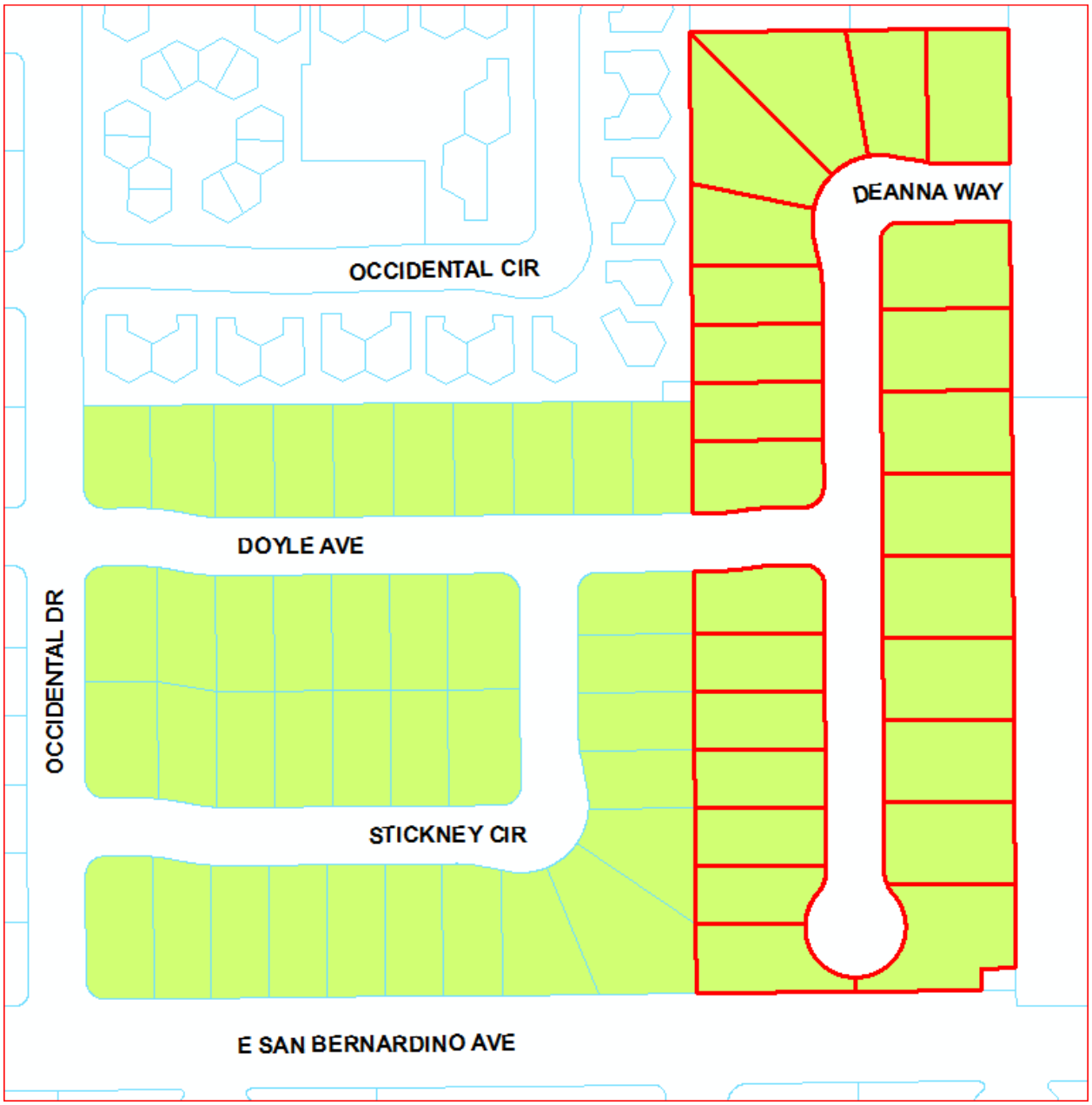
Annexation L1-A



Tract 13745

APN 1212-141-01 thru -38

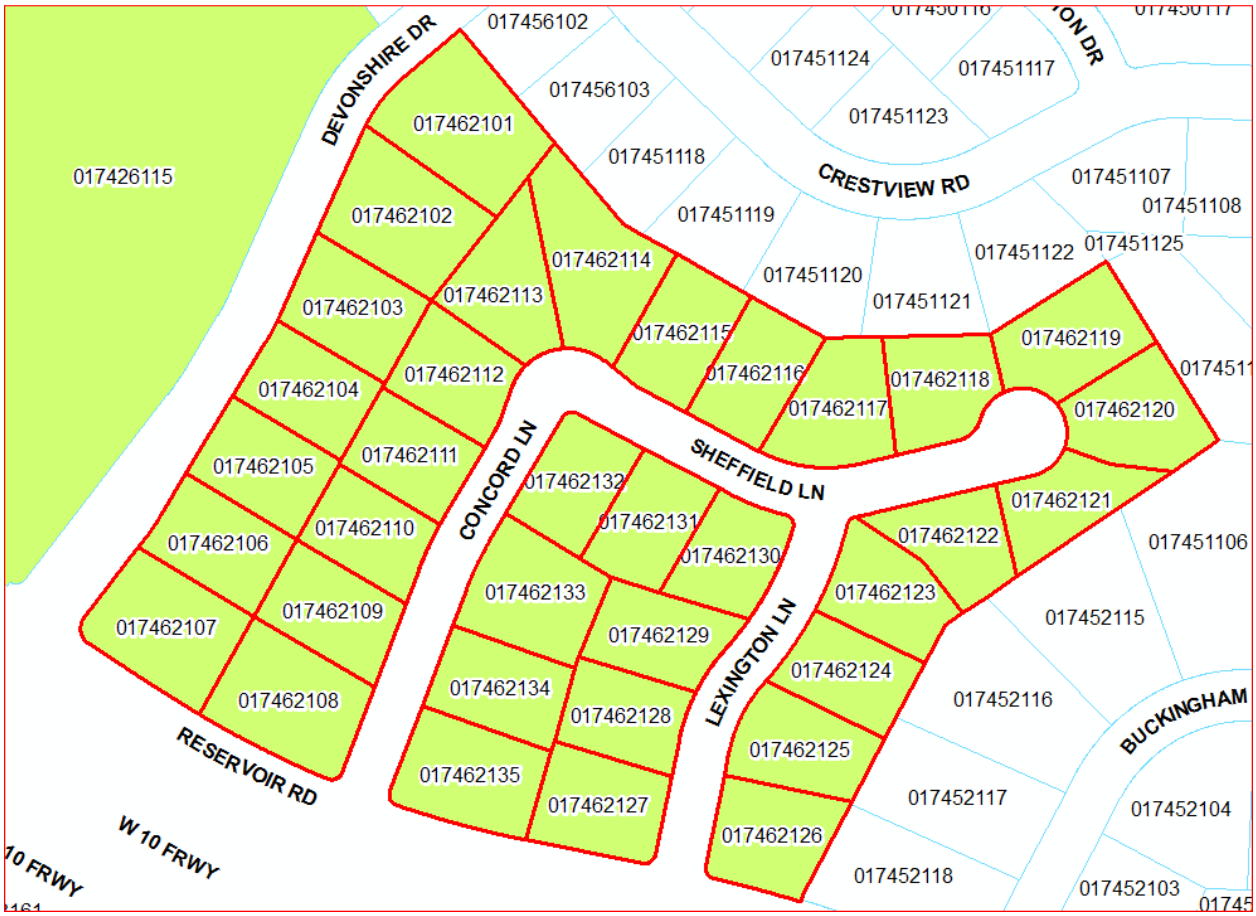
Annexation L1-B



Tract 13765

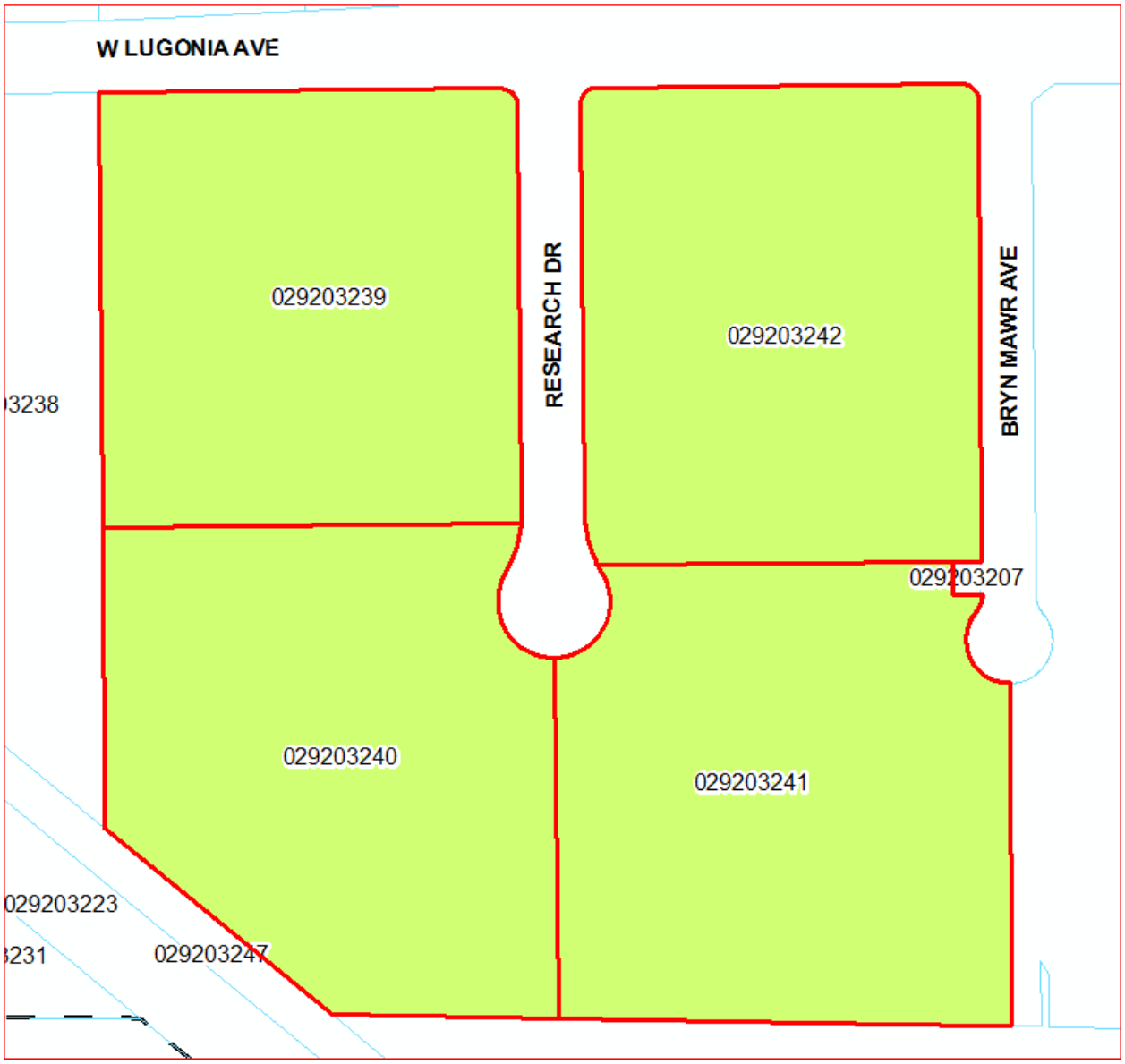
APN 1212-081-54 thru -62 and APN 1212-141-39 and -54

Annexation L2-A



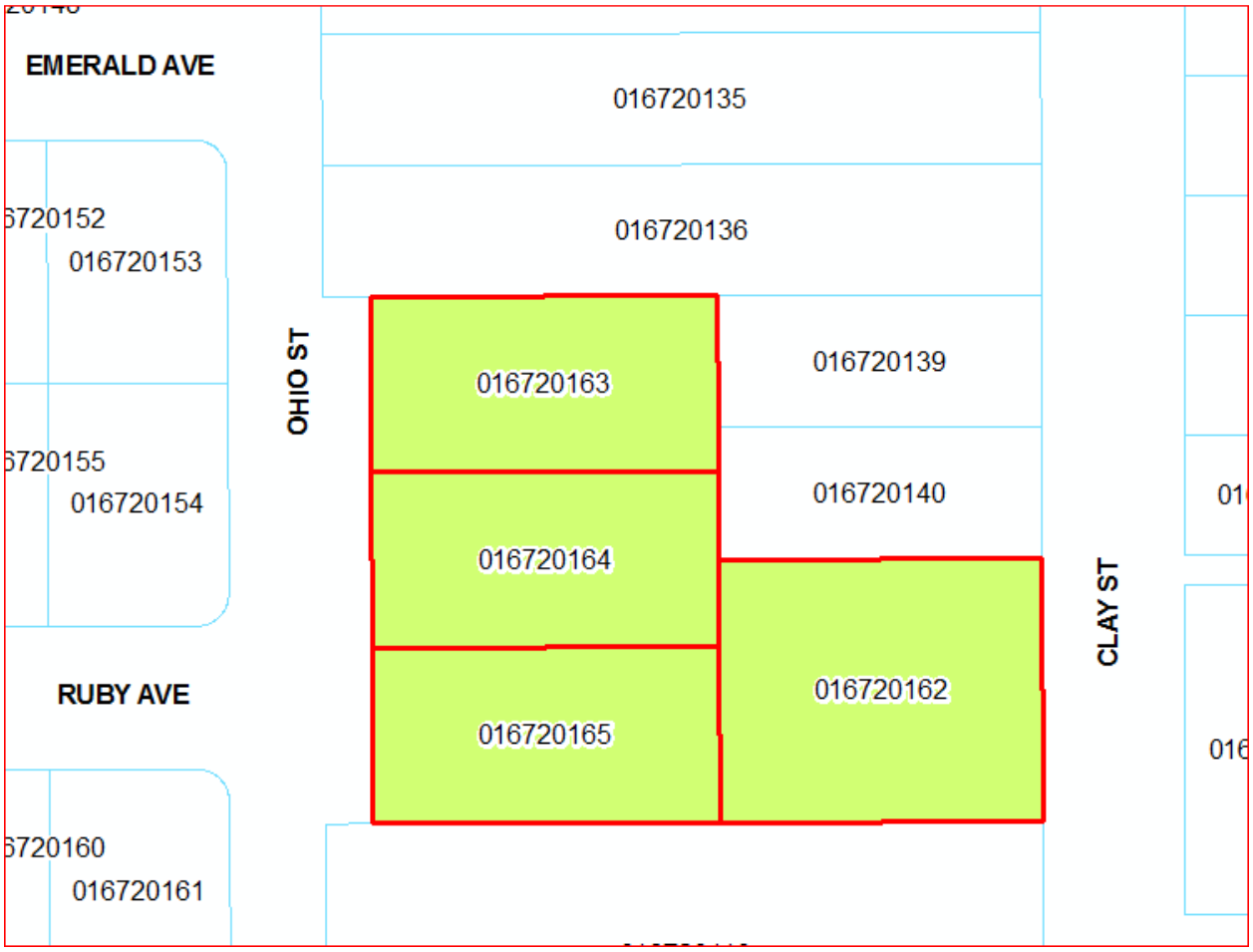
Tract 13947

Annexation L3-A



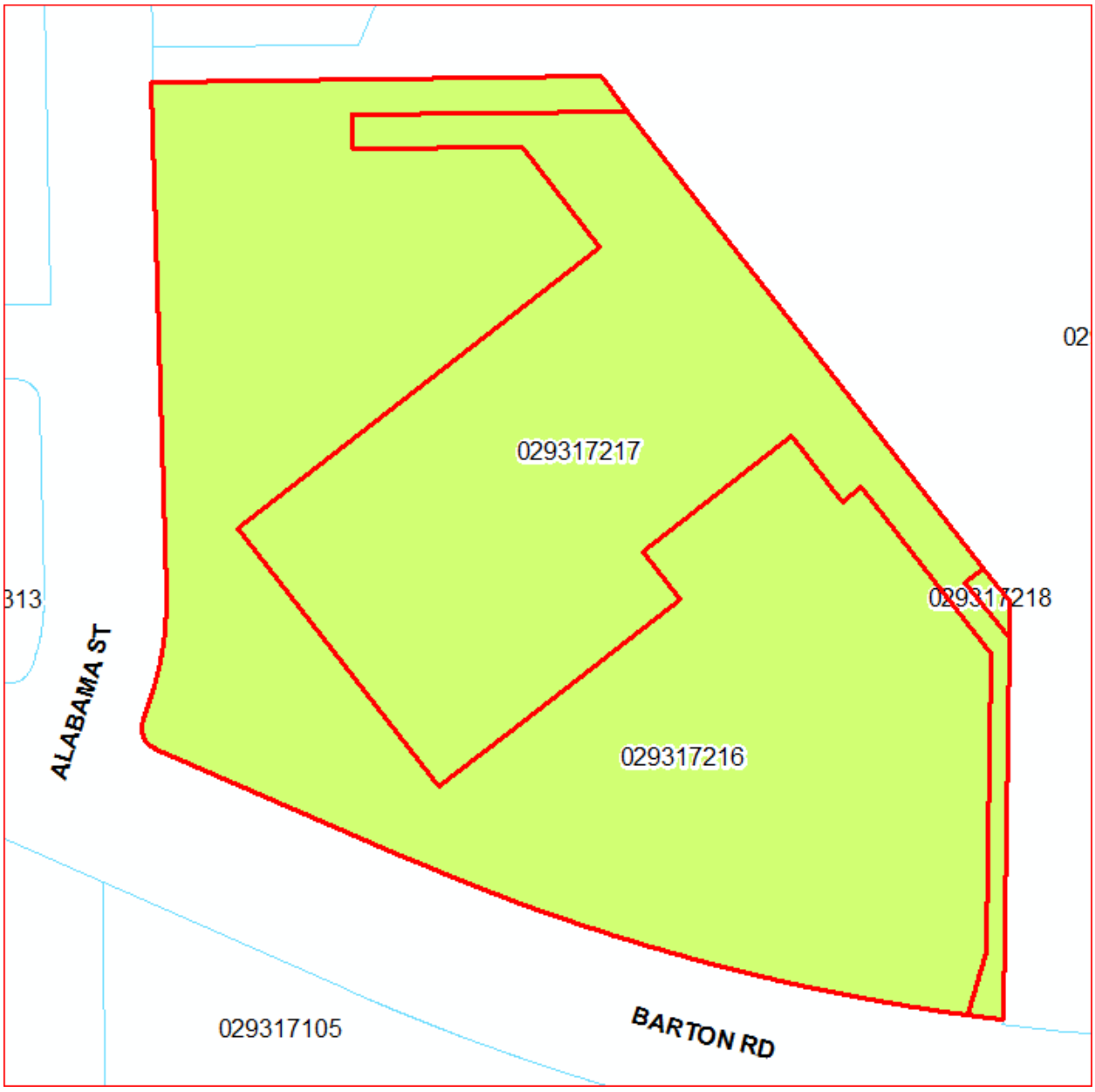
Parcel Map 11917

Annexation L4-A



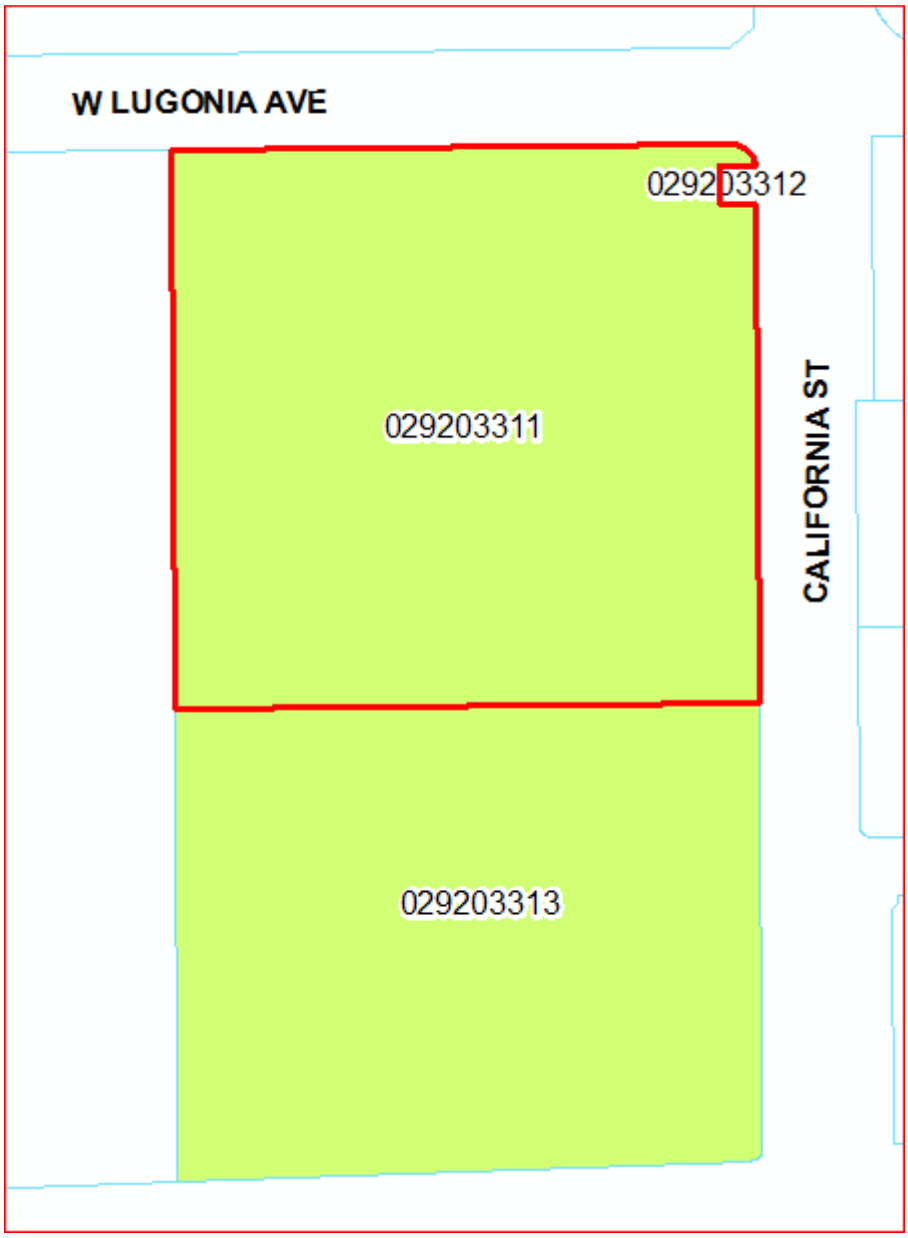
Parcel Map 12450

Annexation L4-B



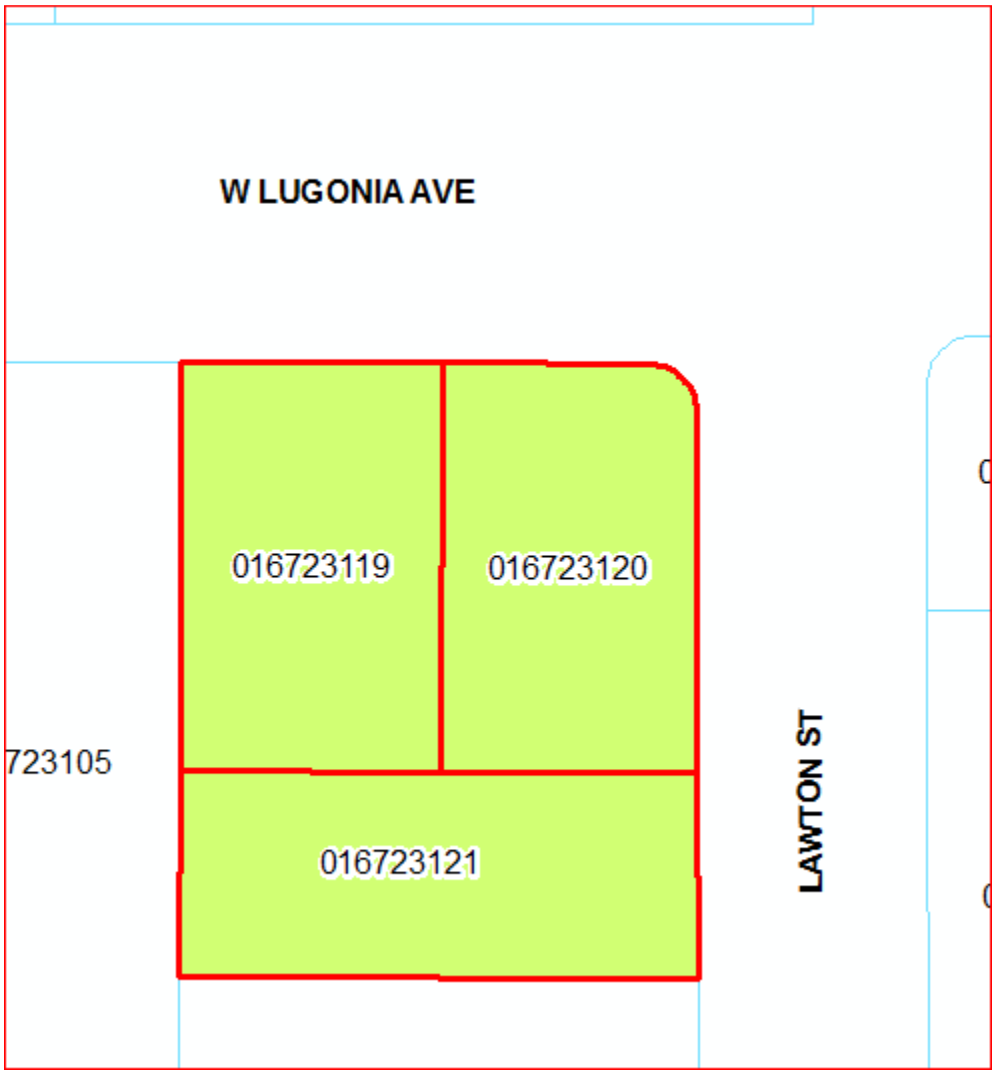
Parcel Map 11755

Annexation L4-C



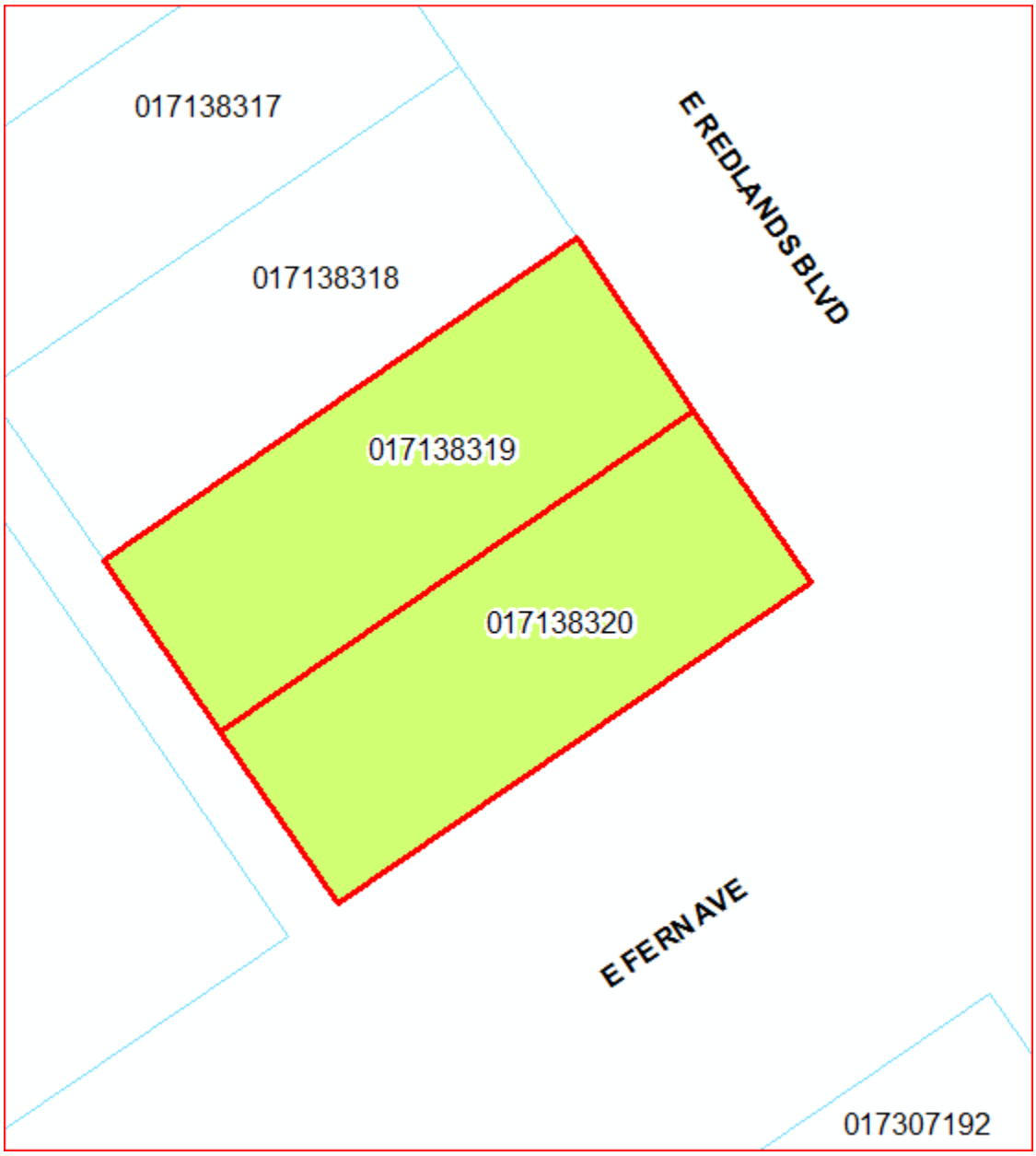
CUP 617

Annexation L4-D



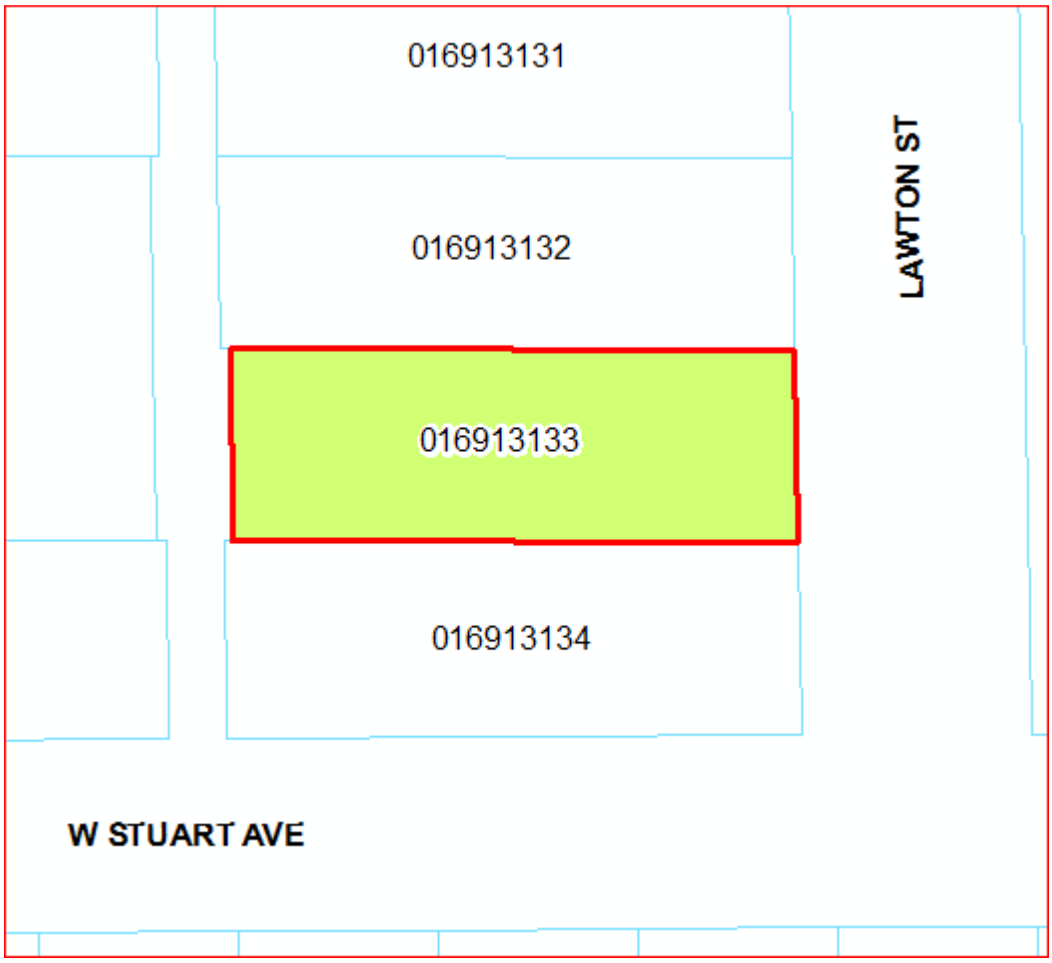
Parcel Map 12300

Annexation L4-E



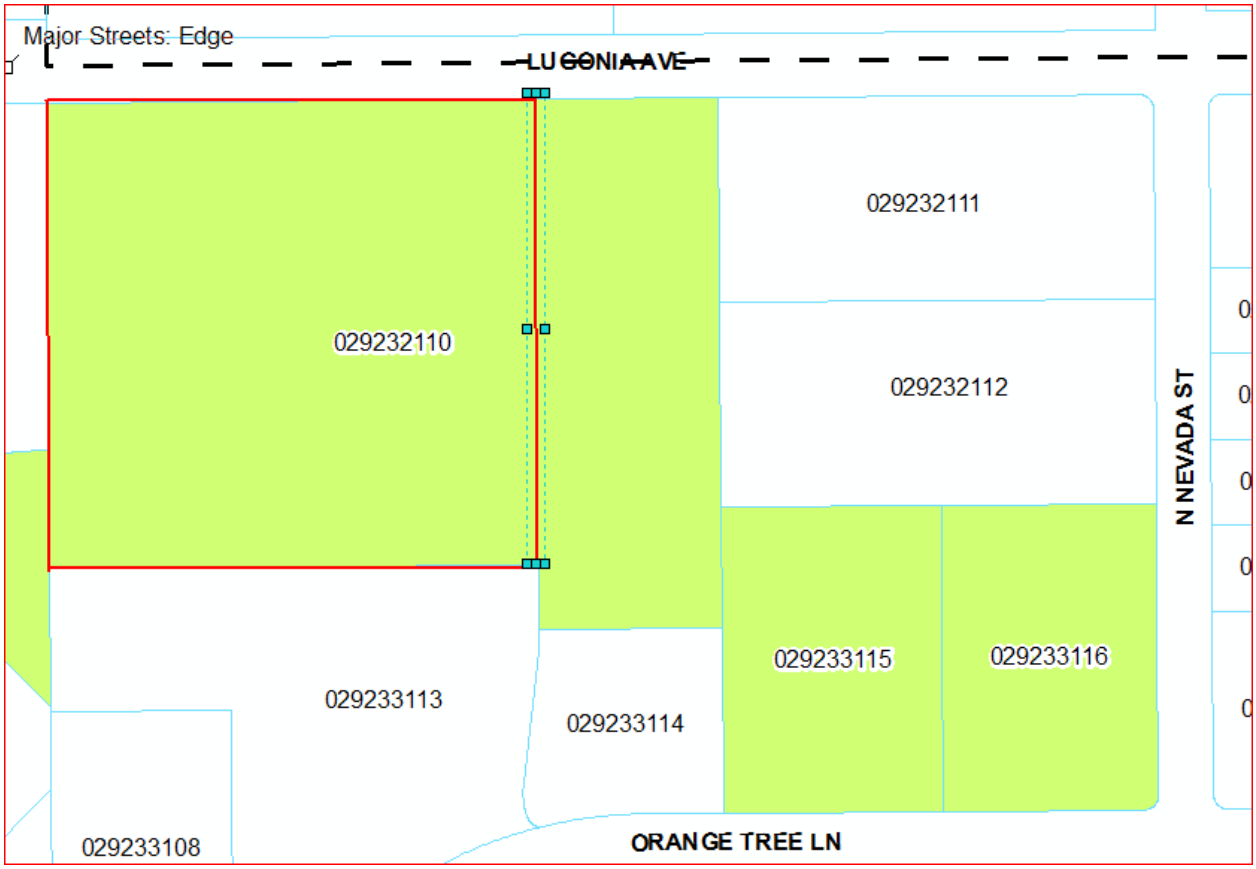
CUP 382

Annexation L4-F



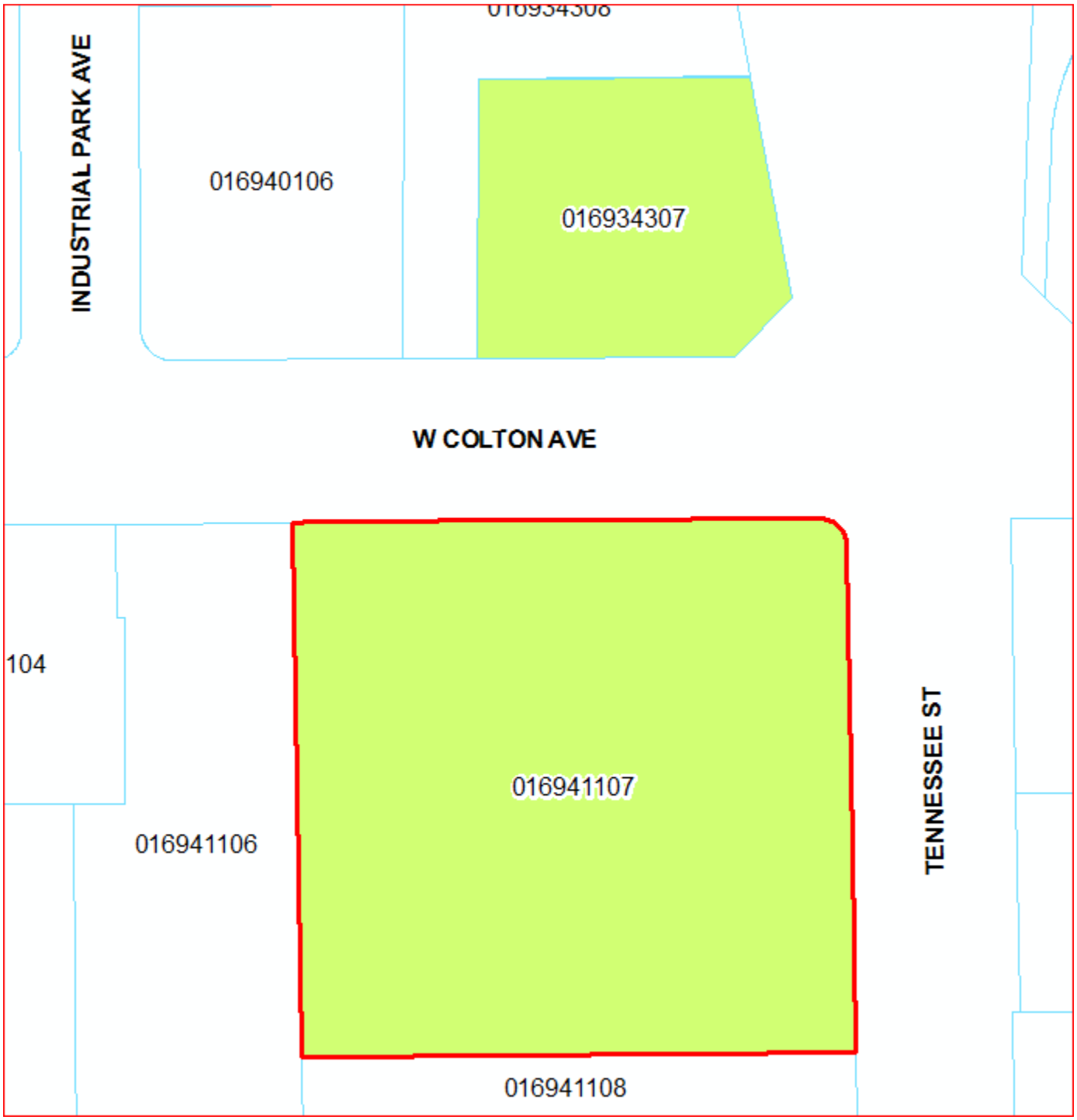
CRA 606

Annexation L4-G



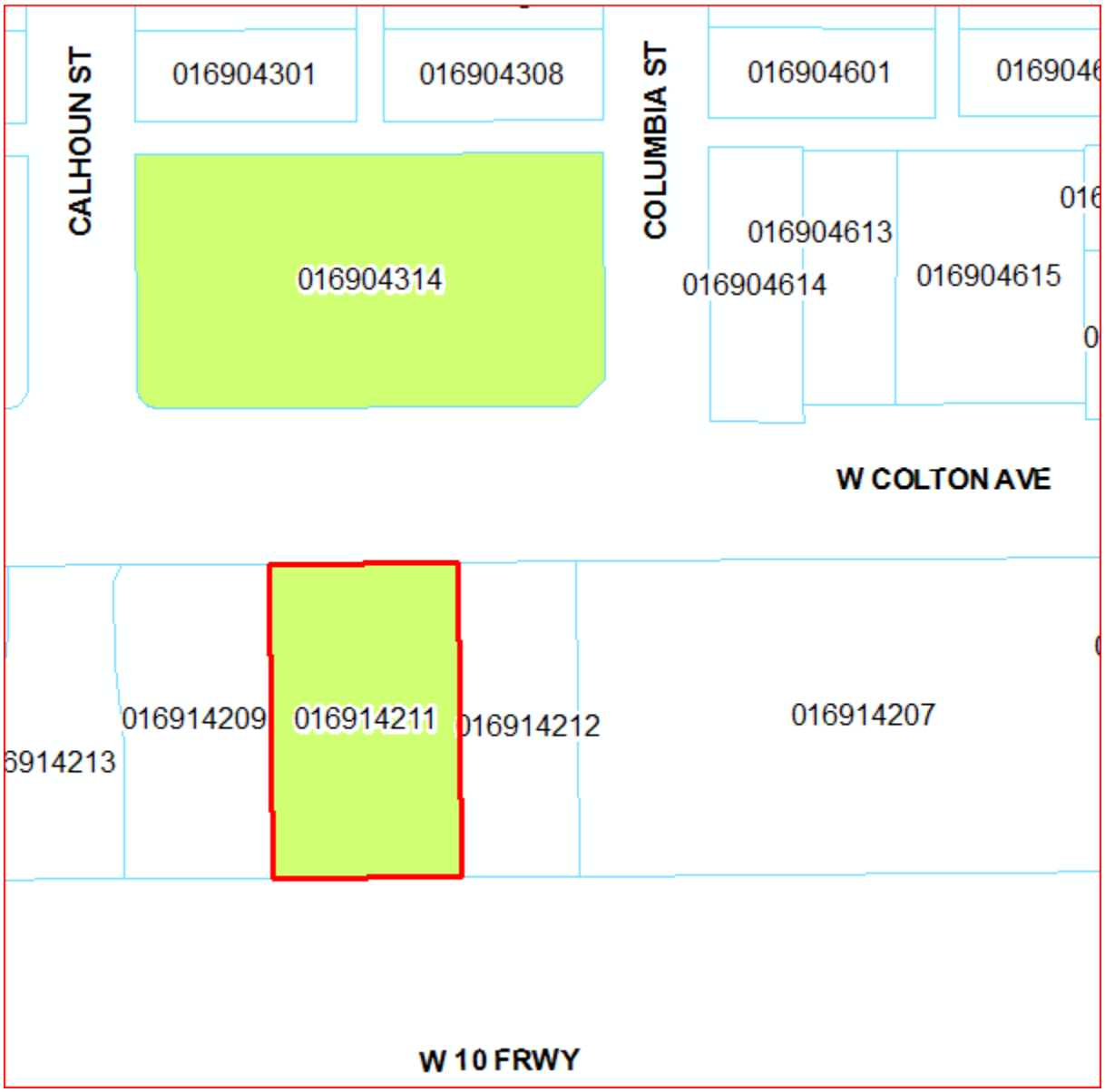
CRA 486

Annexation L4-H



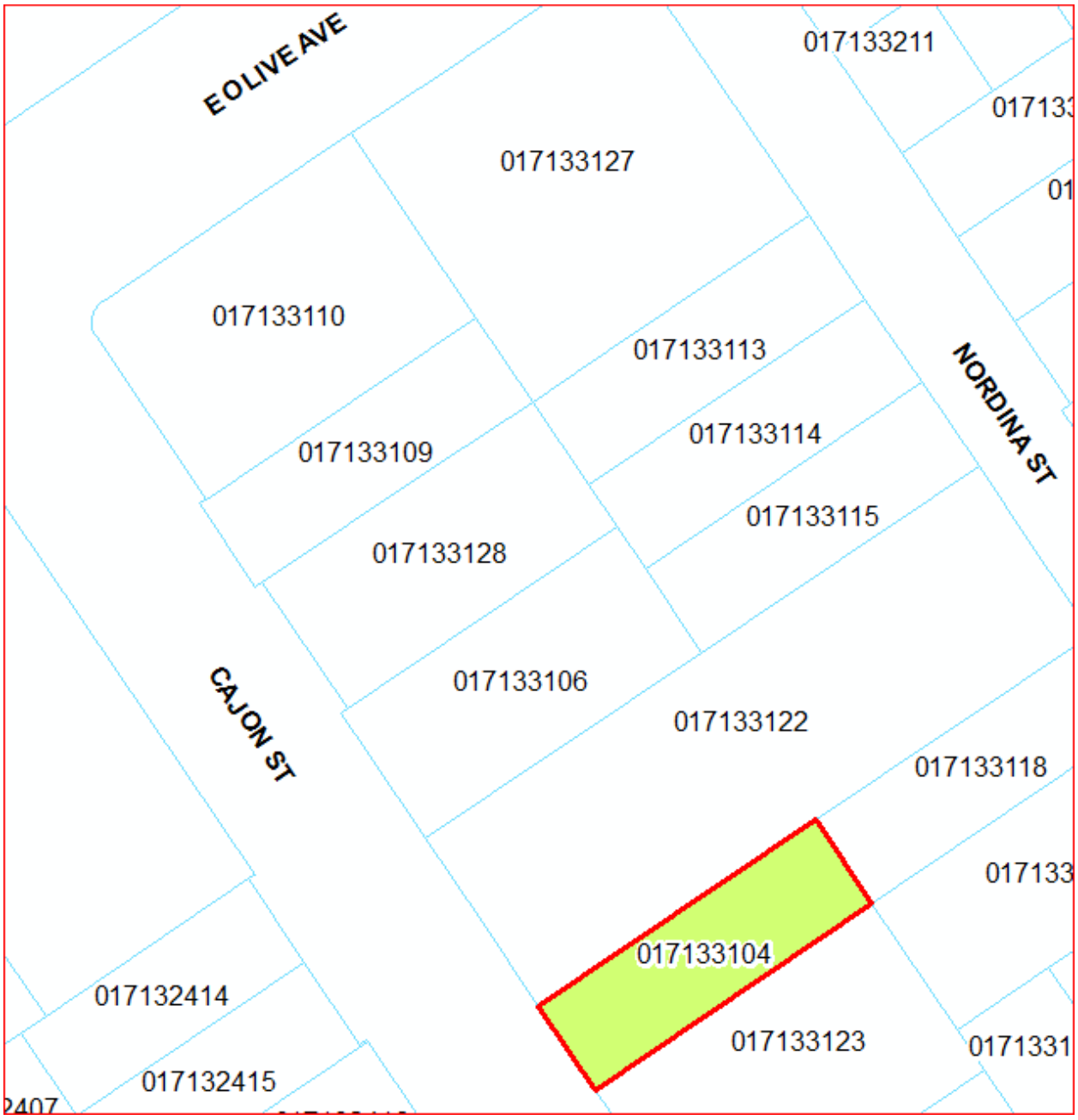
CUP 253

Annexation L4-I



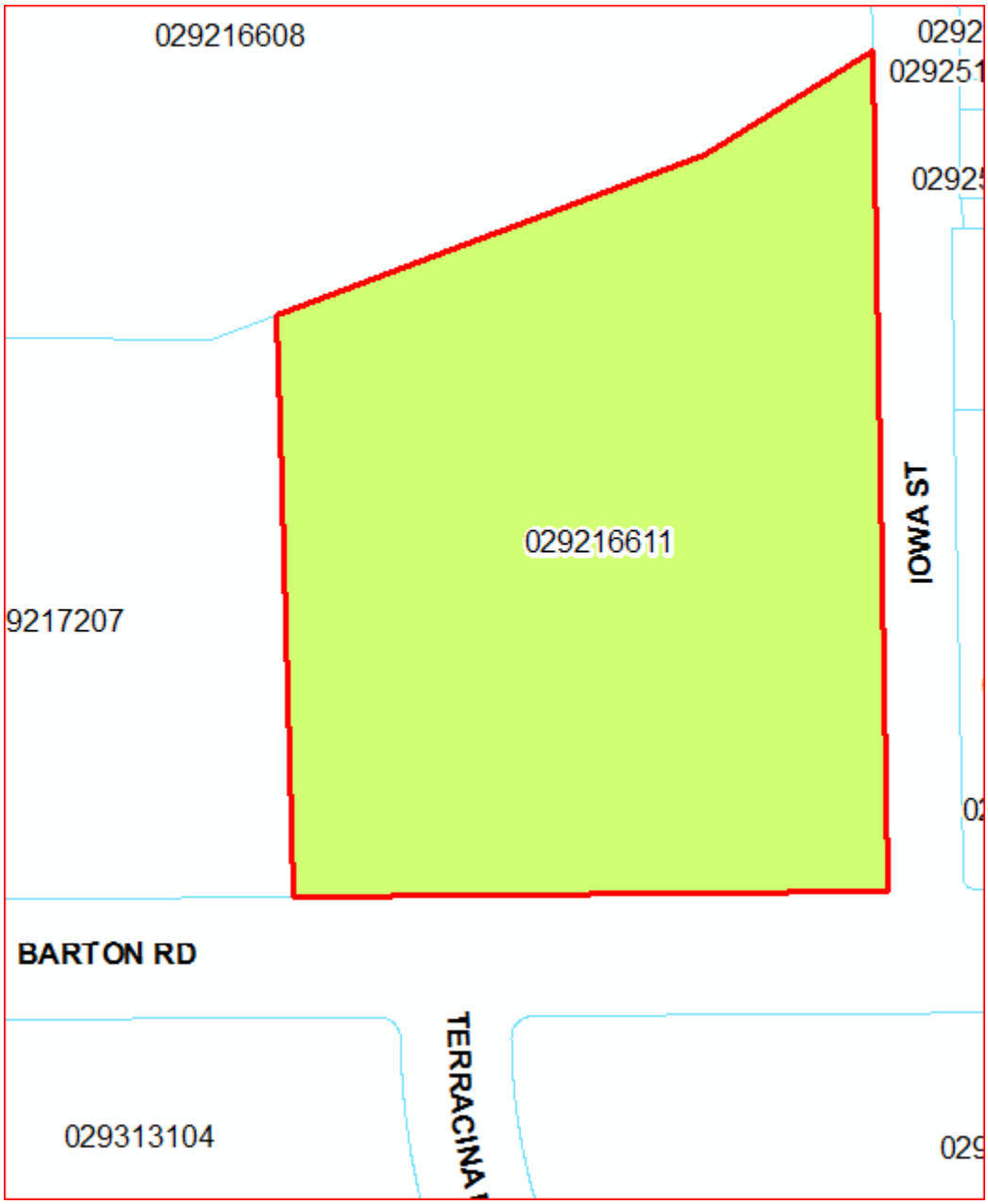
CRA 808

Annexation L4-J



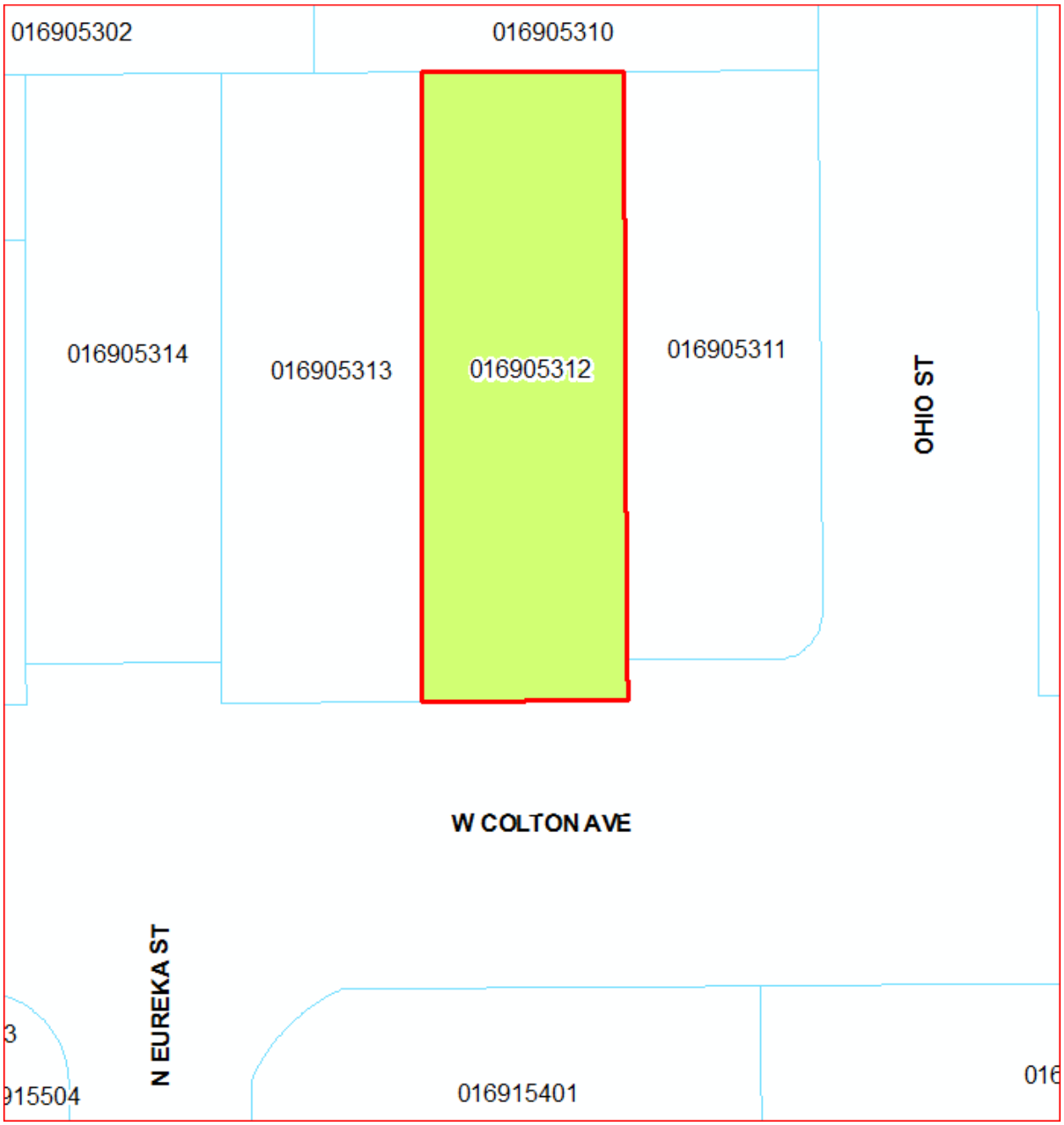
CUP 519

Annexation L4-K



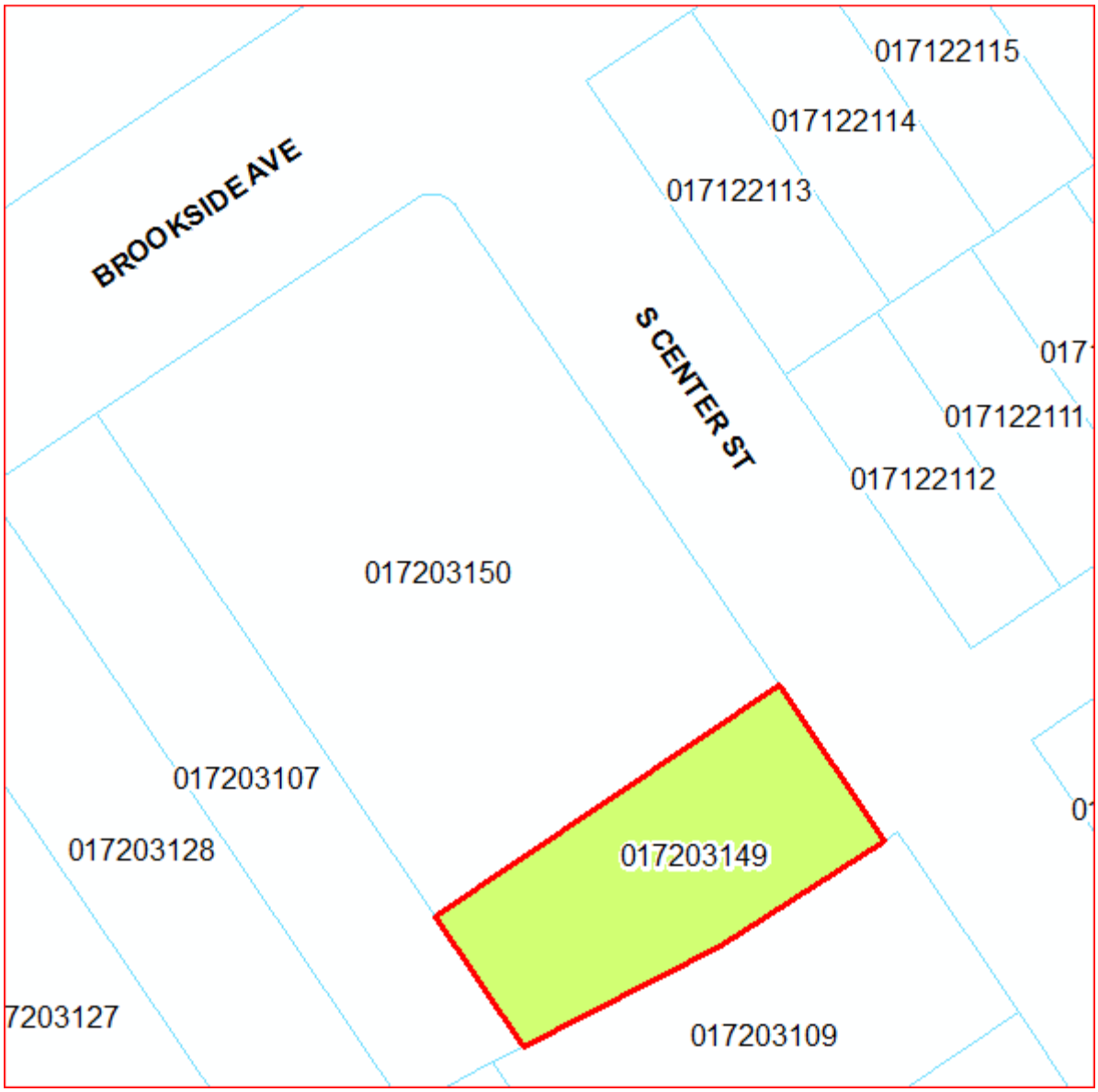
CUP 516

Annexation L4-L



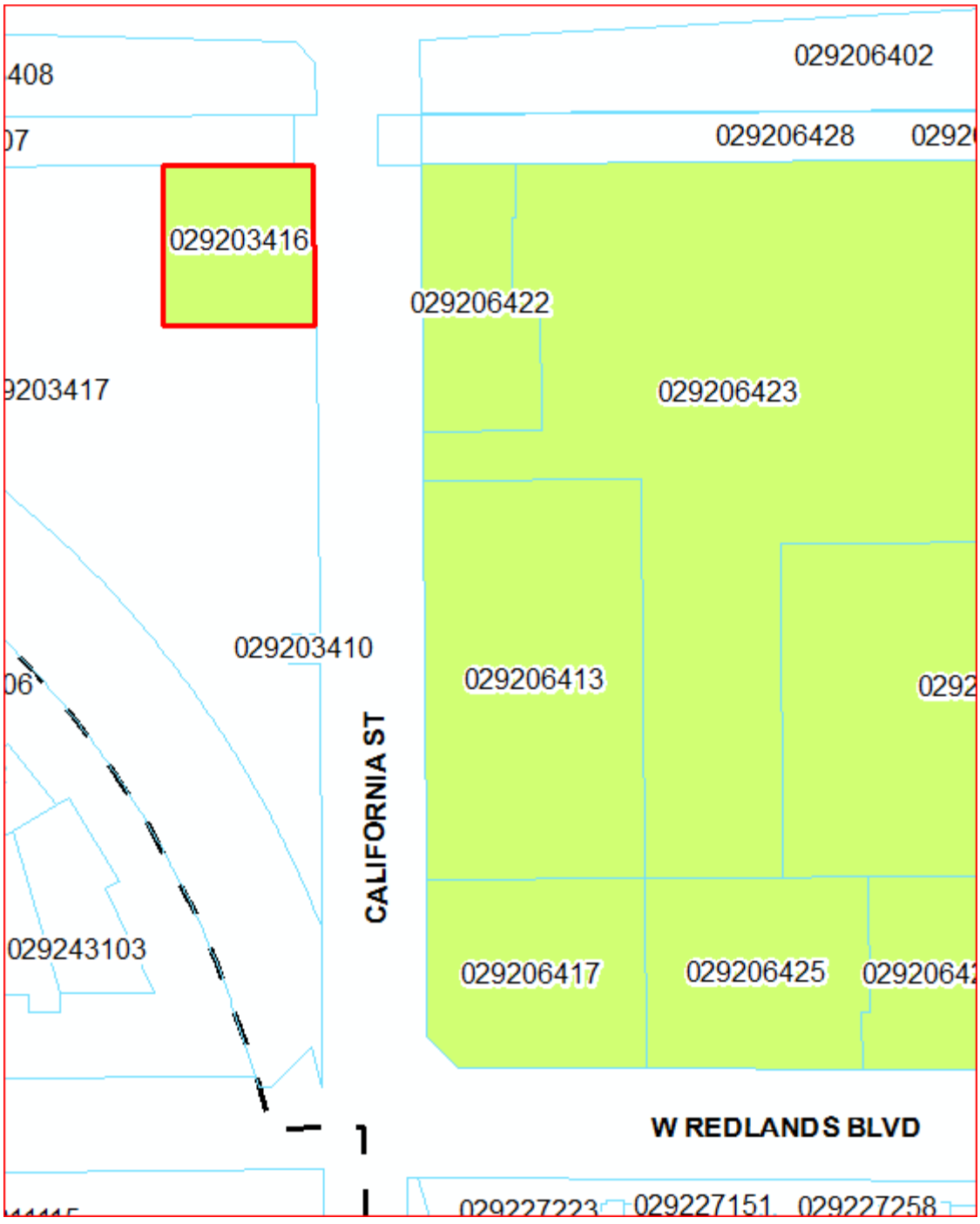
CUP 518

Annexation L4-M



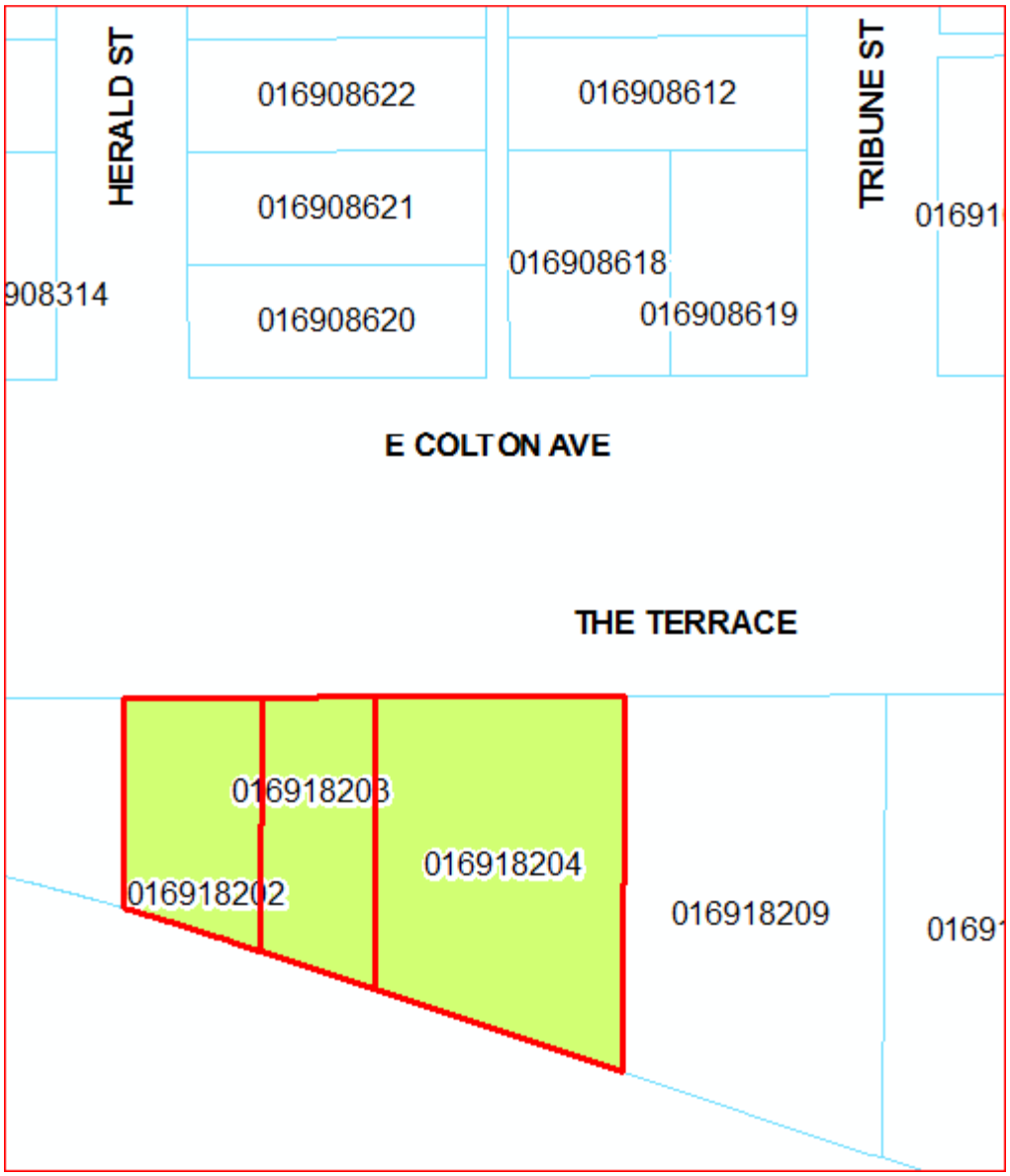
CUP 522

Annexation L4-N



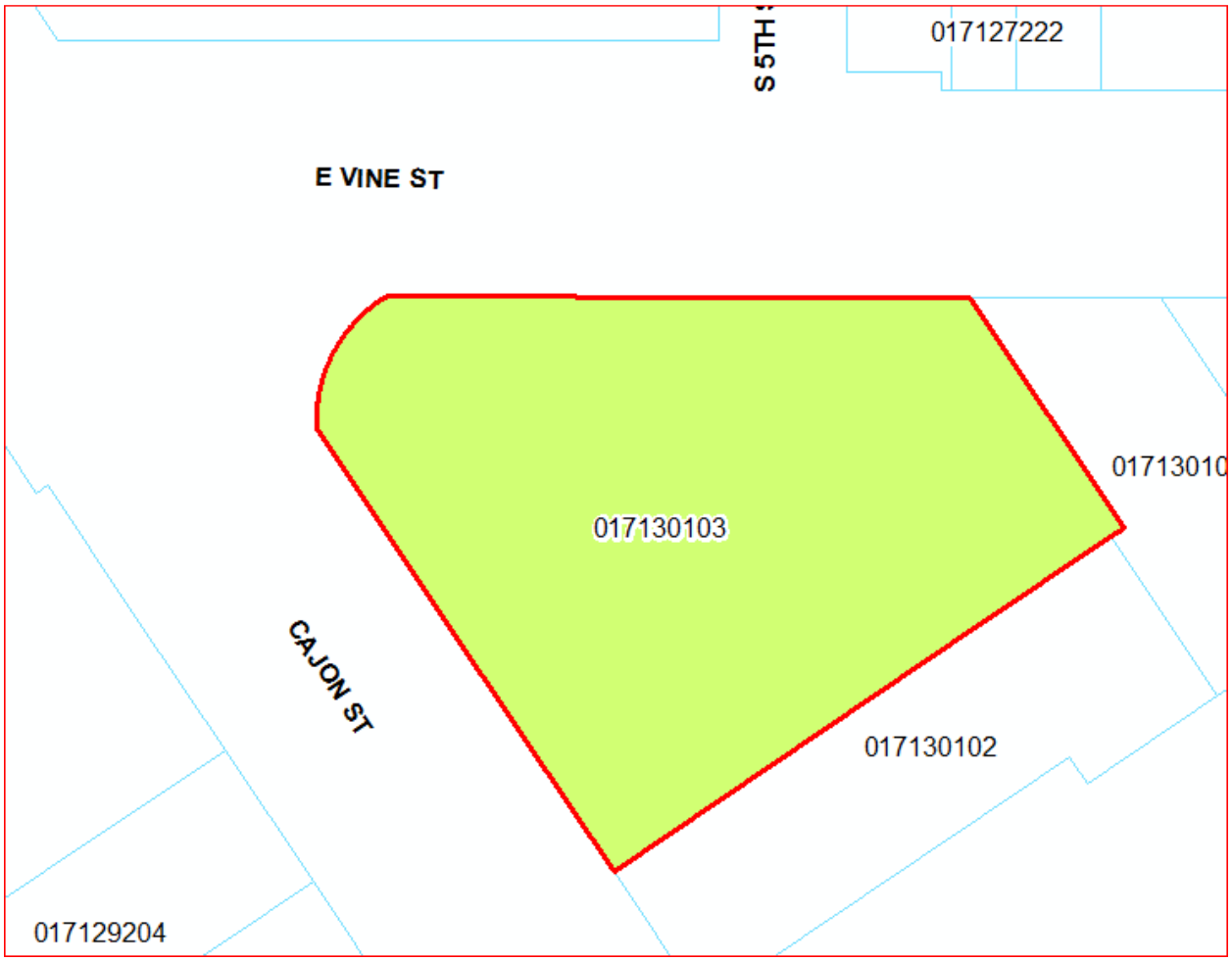
CUP 521

Annexation L4-O



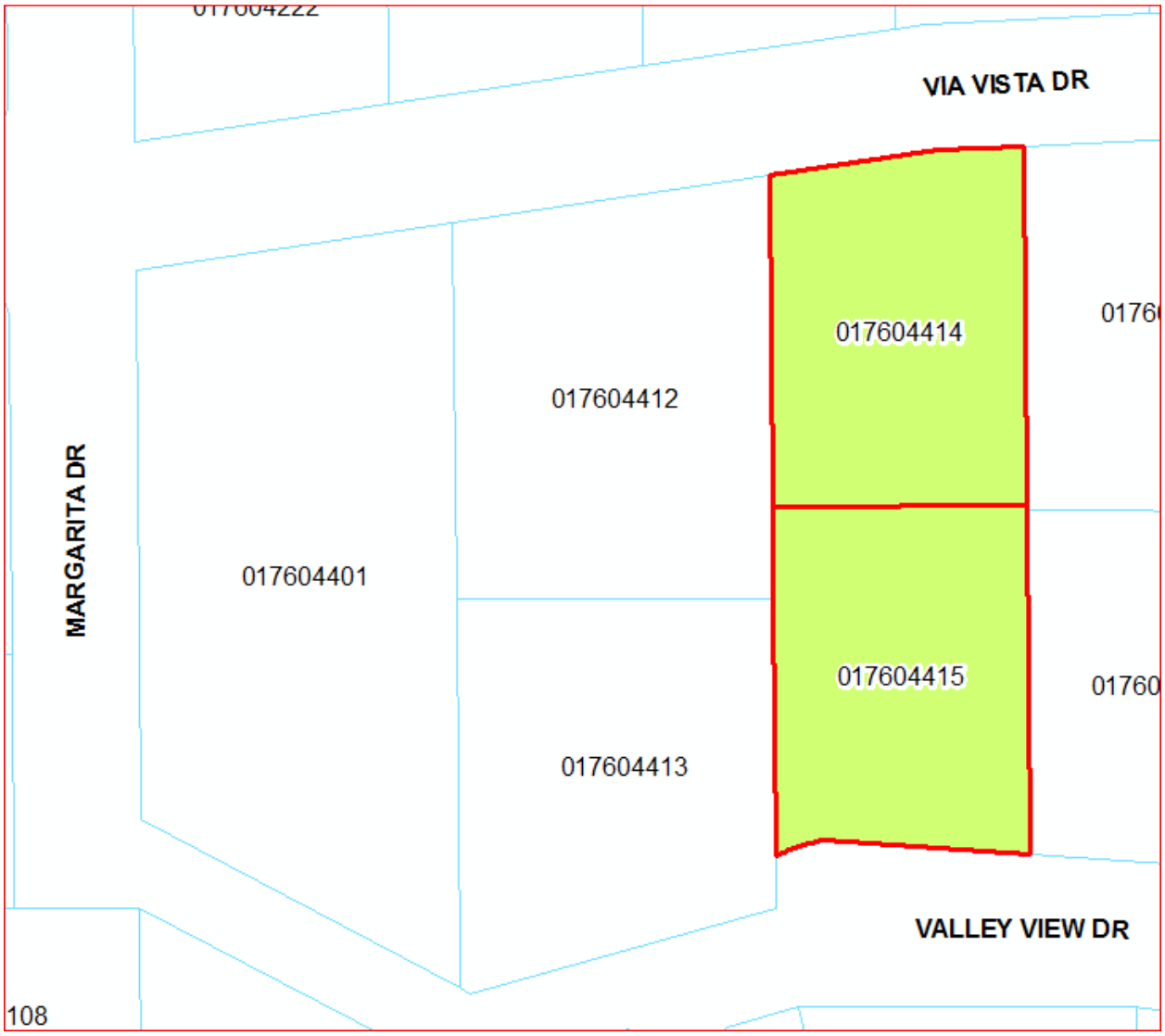
CRA 805

Annexation L4-P



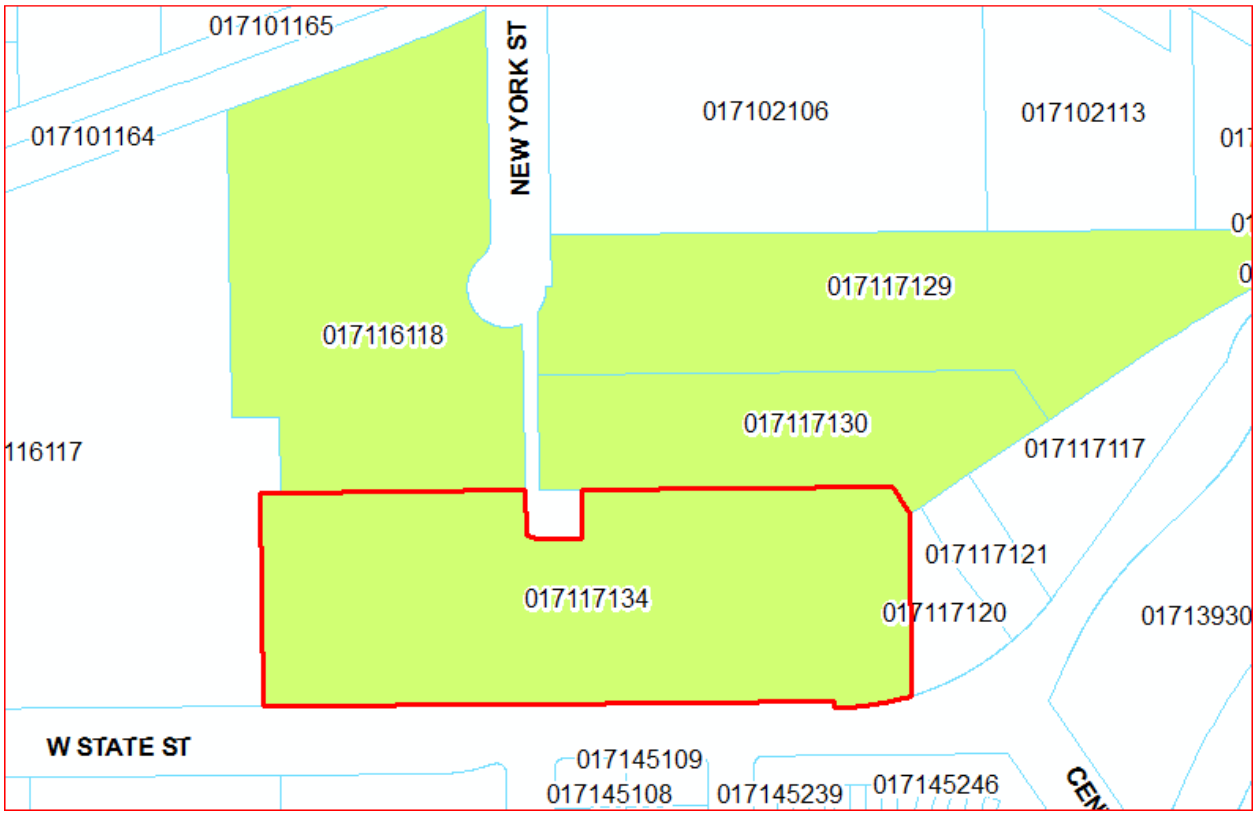
Parcel Map 12087

Annexation L4-Q



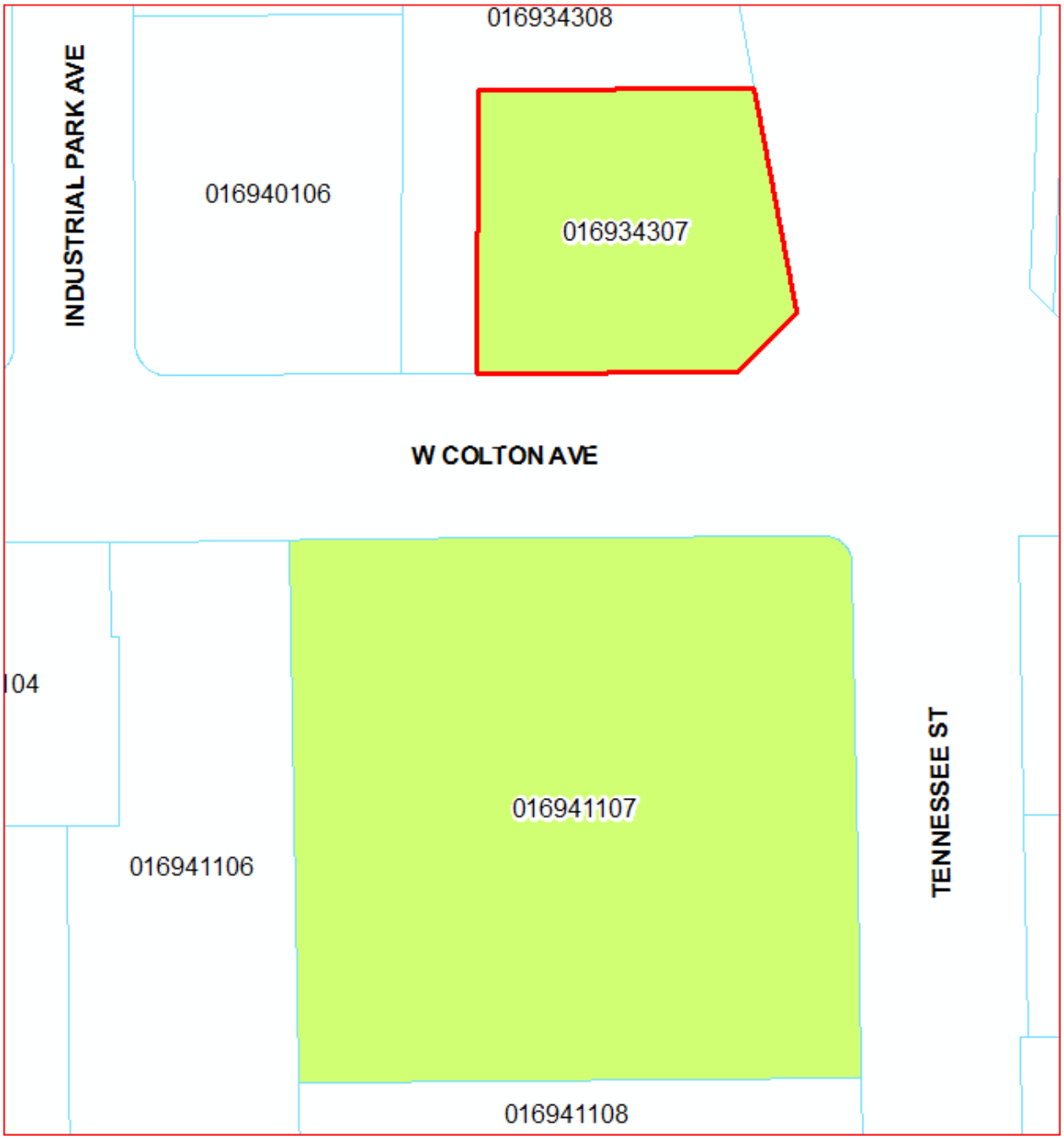
MS 185, Parcel Map 11904

Annexation L4-R



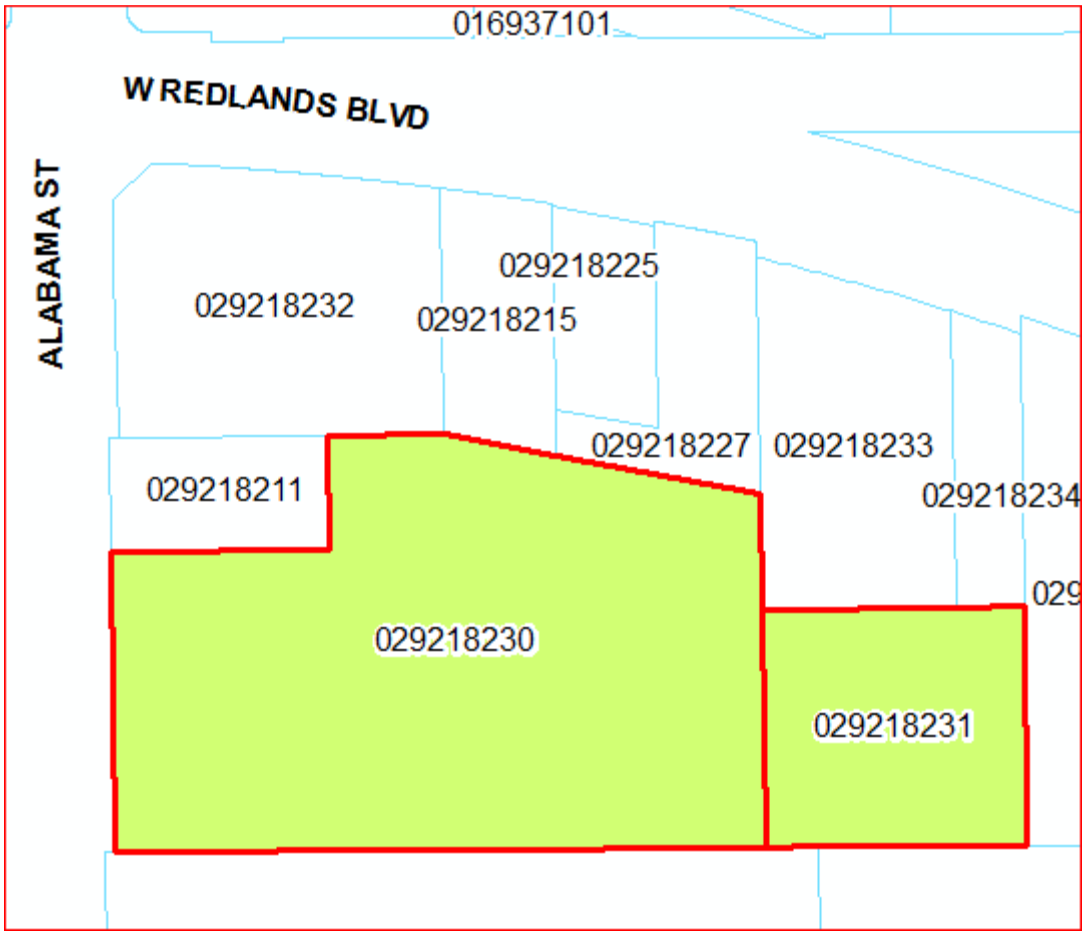
CUP 278

Annexation L4-S



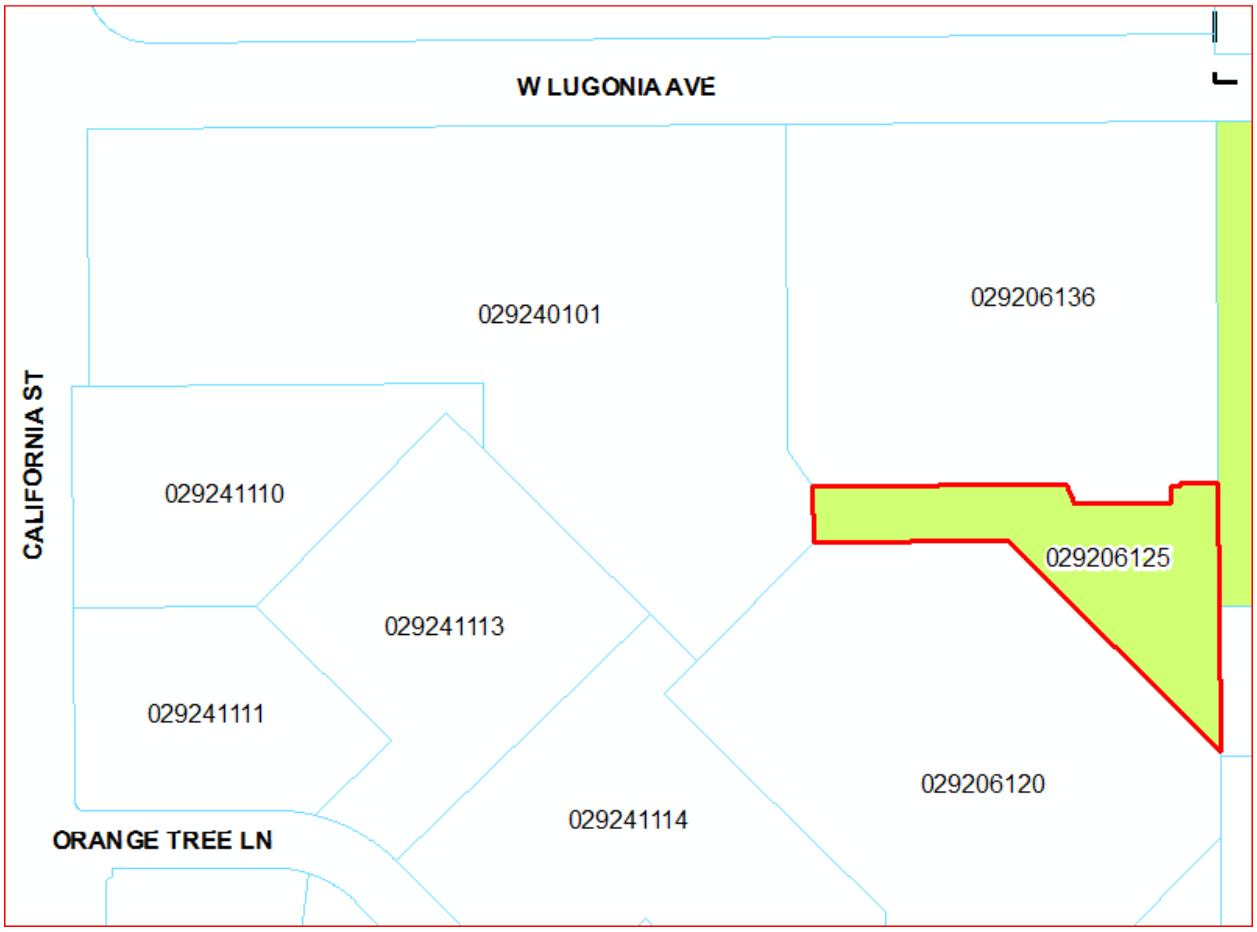
CUP 405

Annexation L4-T



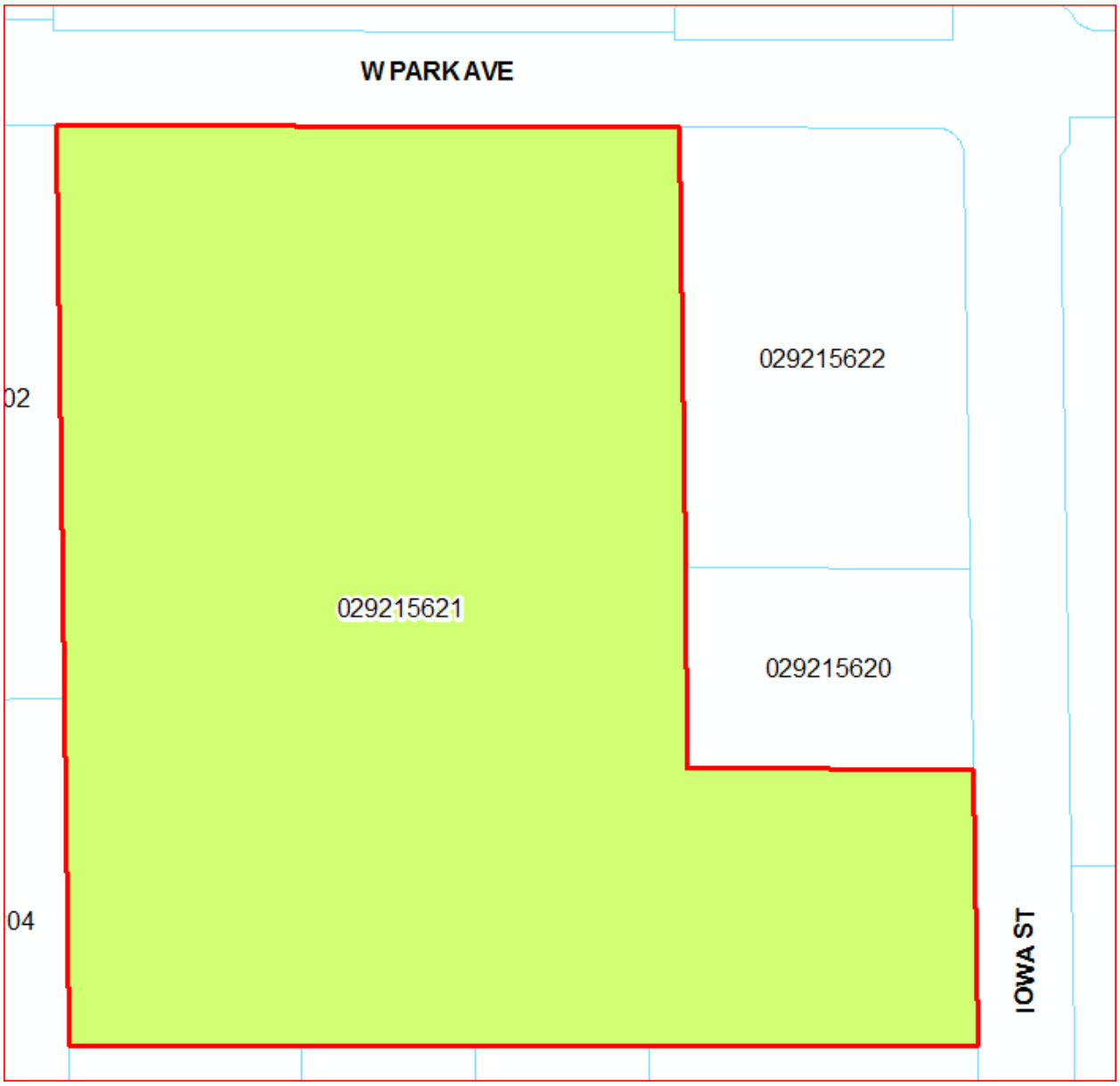
CRA 354

Annexation L4-U



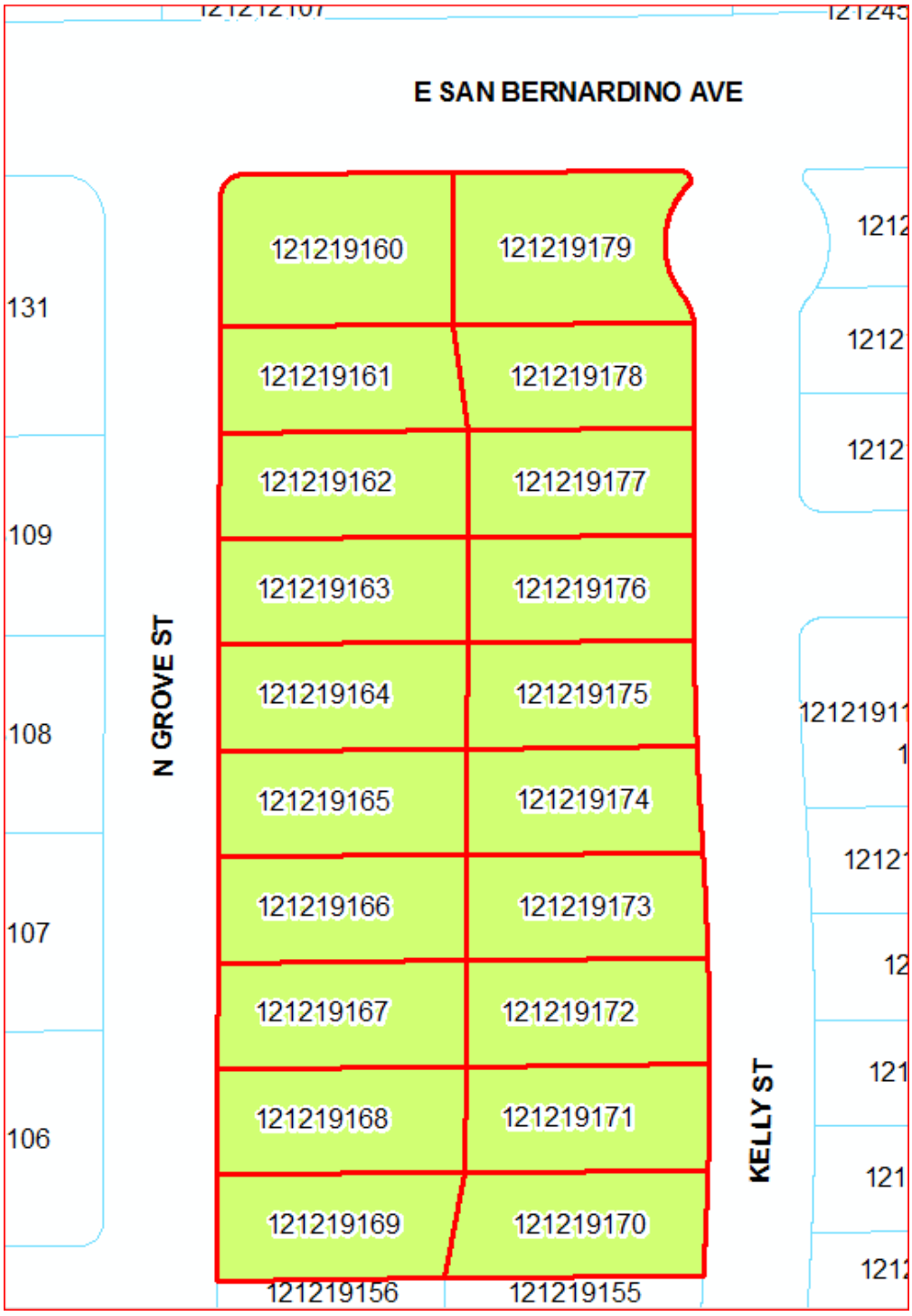
CRA 346

Annexation L4-V



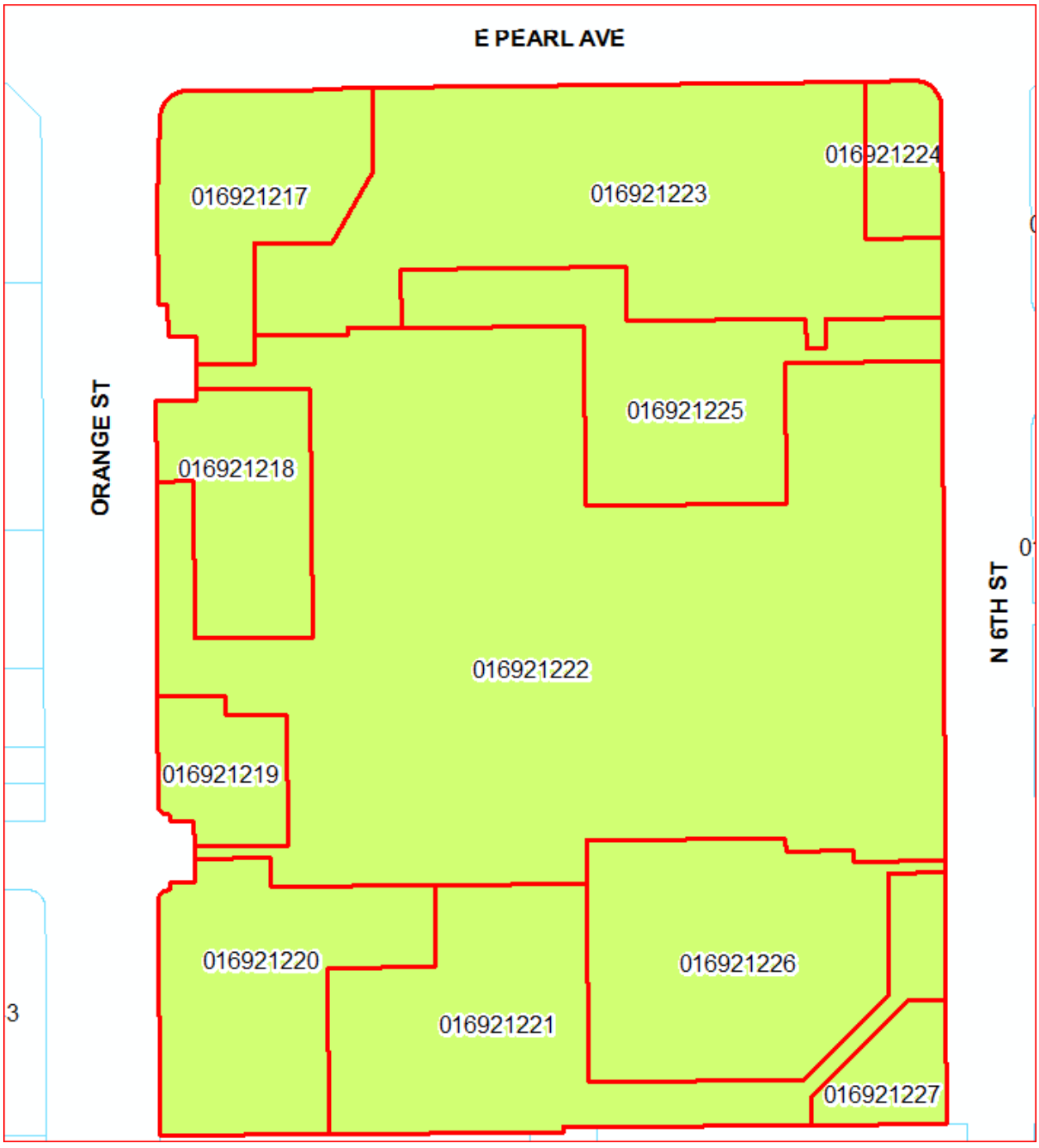
CRA 607

Annexation L4-W



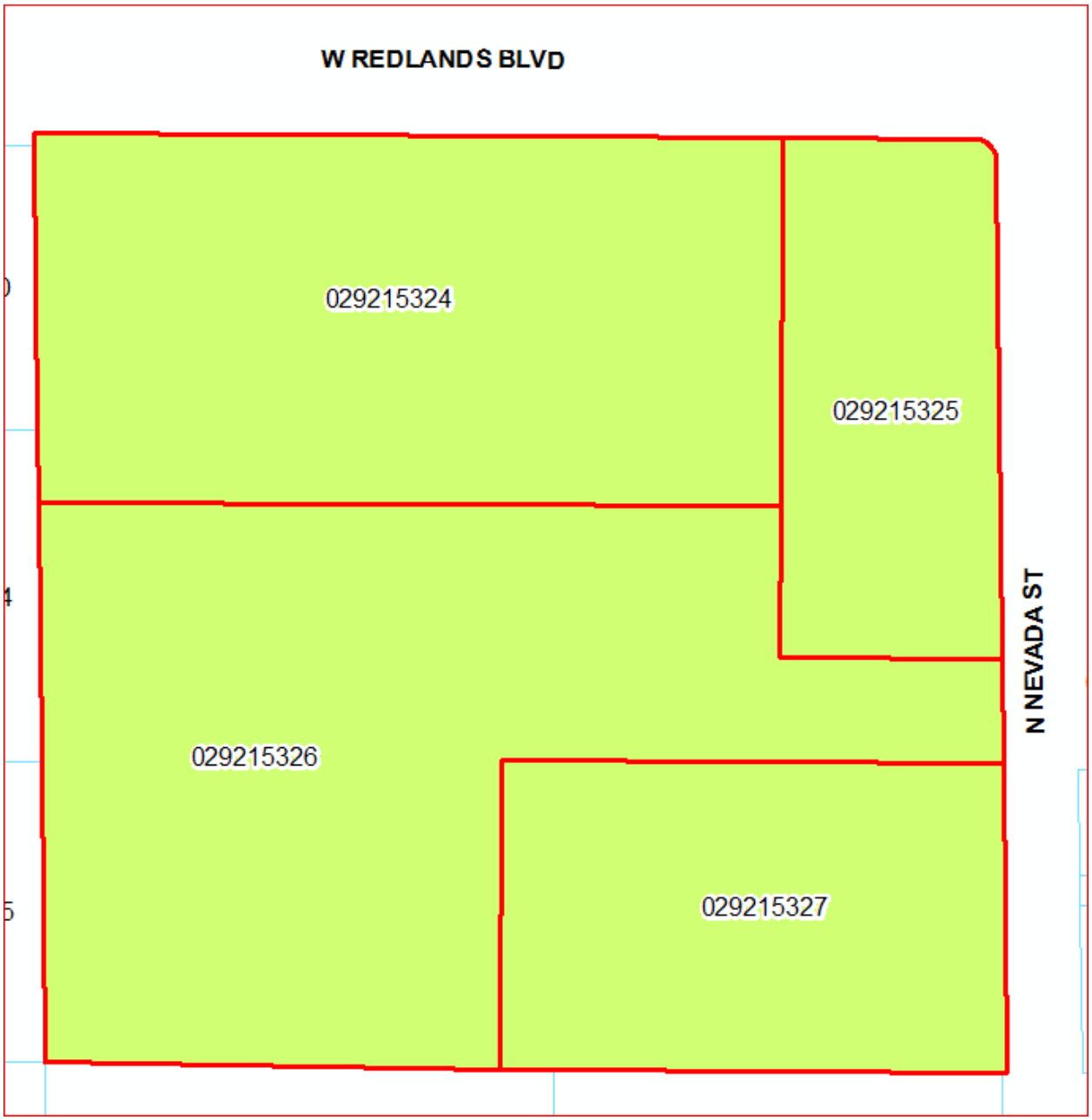
Tract Map 12461

Annexation L4-X



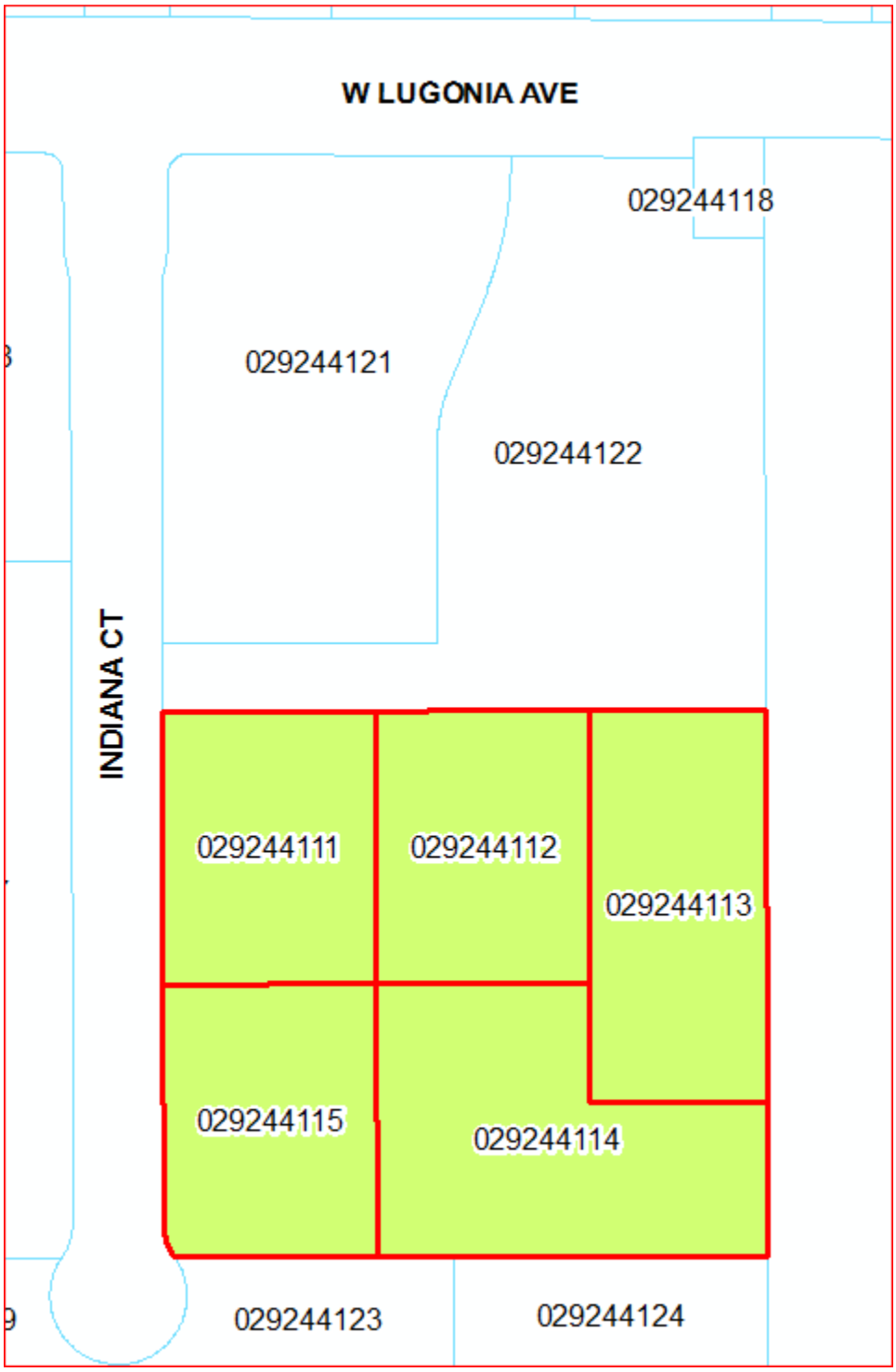
Parcel Map 12022

Annexation L5-A



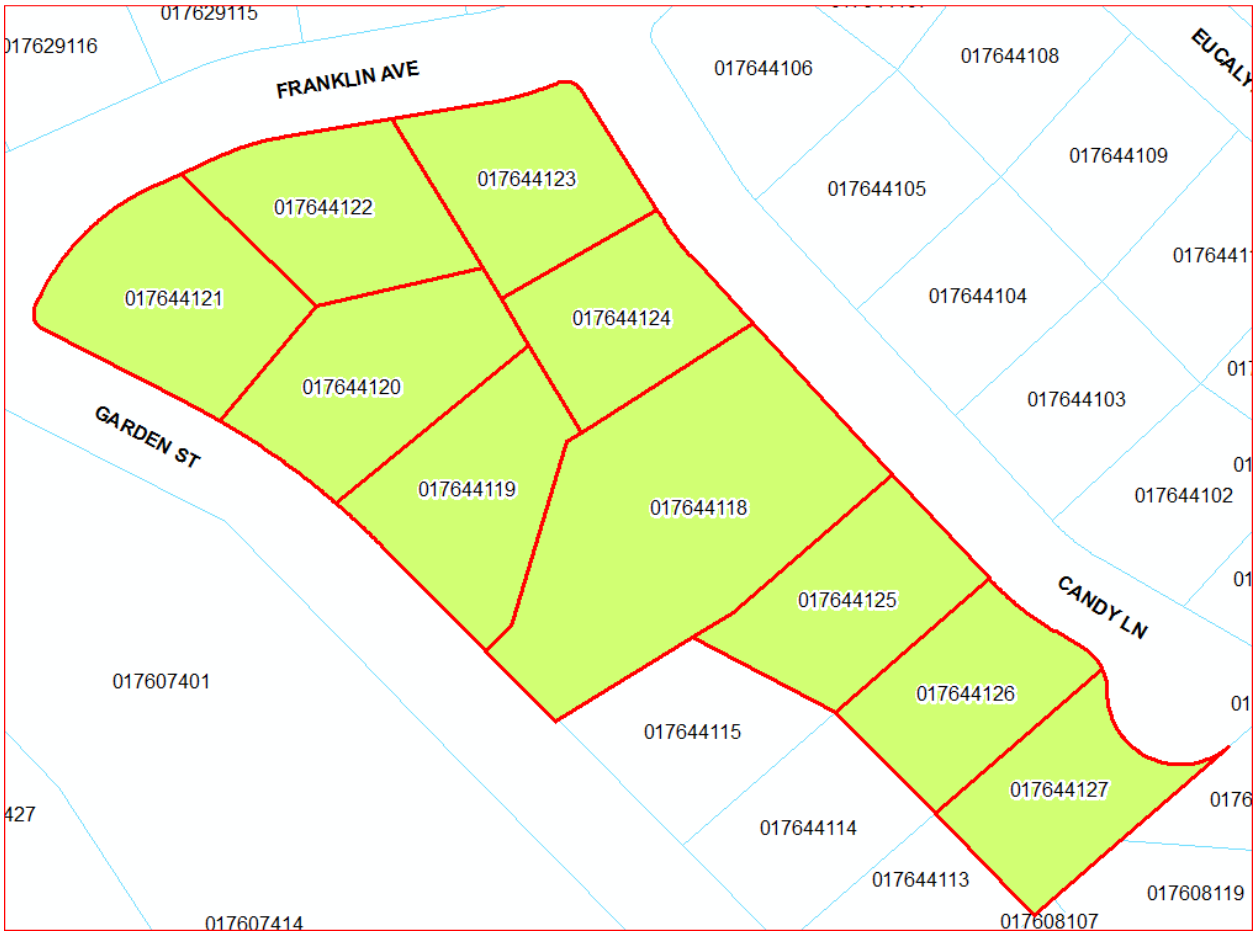
Parcel Map 12330

Annexation L5-B



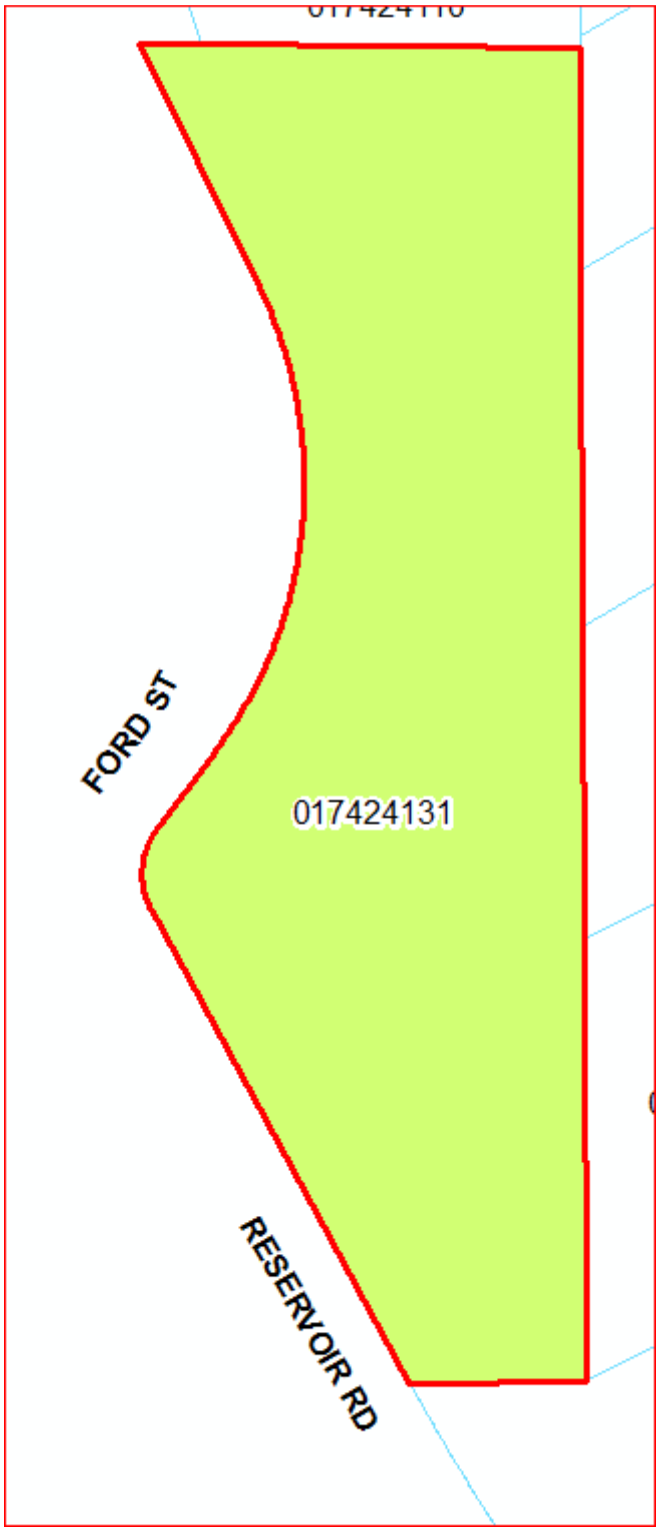
Parcel Map 12940

Annexation L5-C



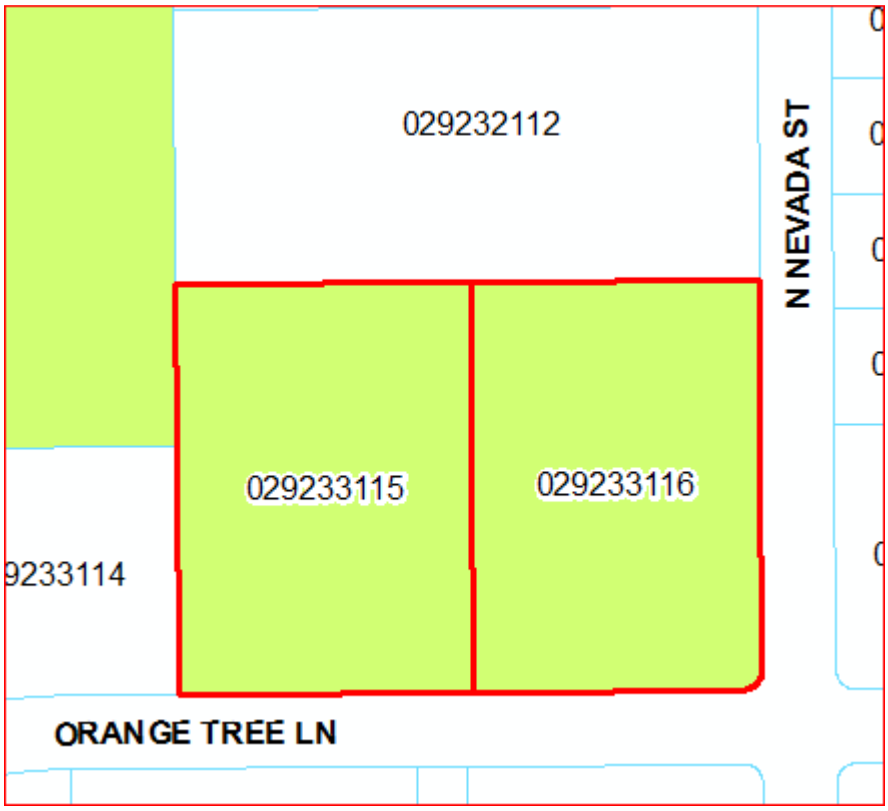
Tract 14556

Annexation L5-D



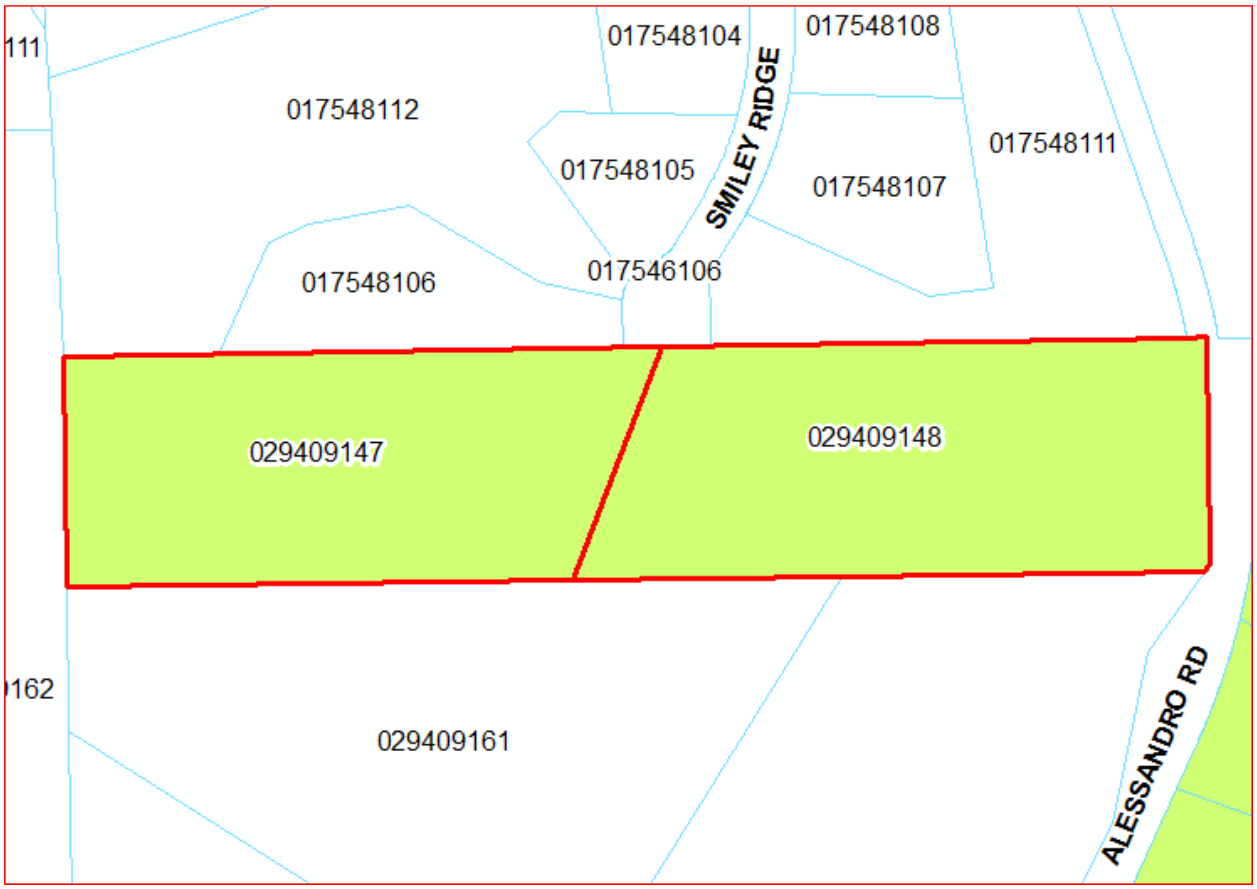
CRA 611

Annexation L5-E



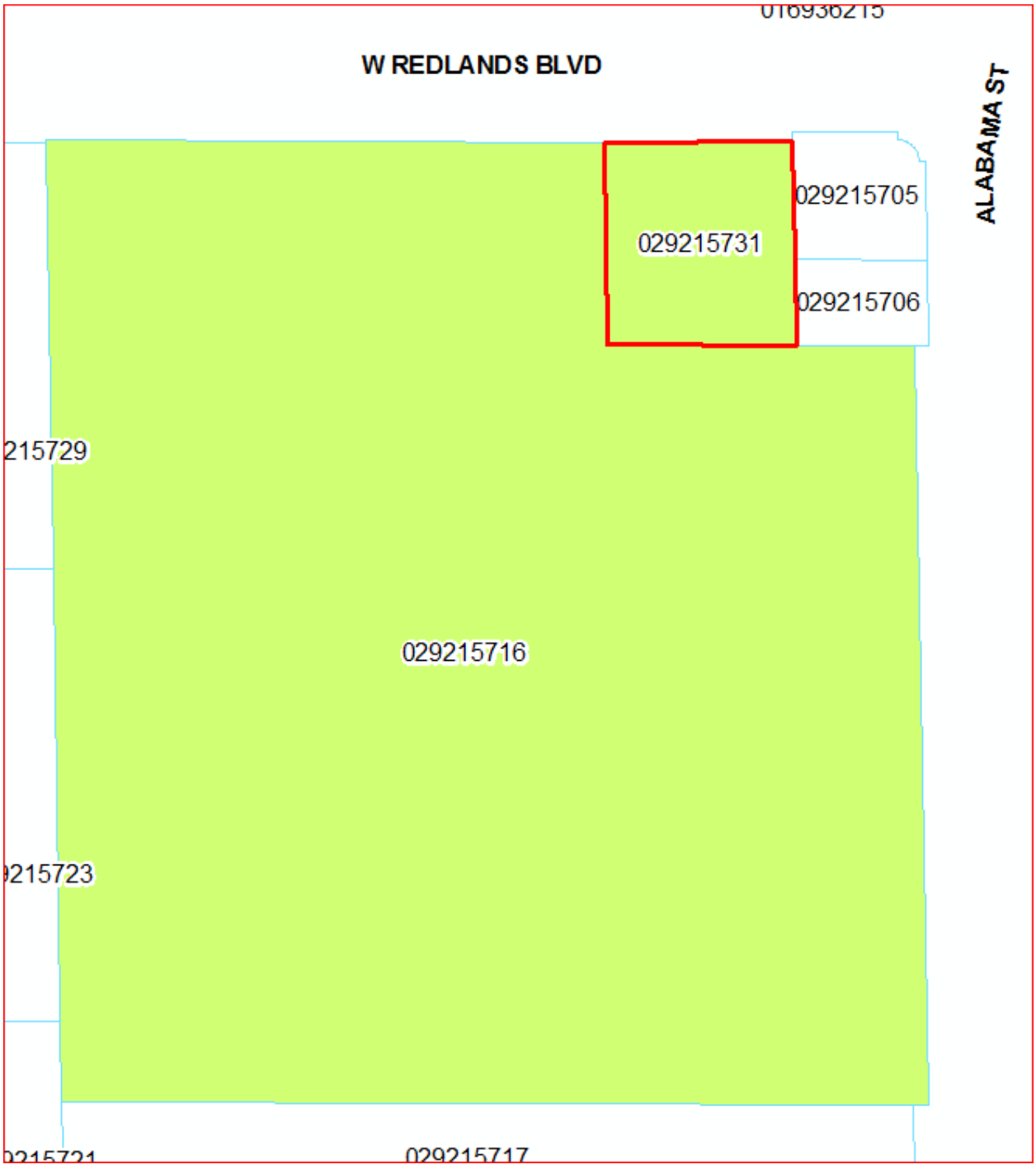
Parcel Map 13261

Annexation L5-F



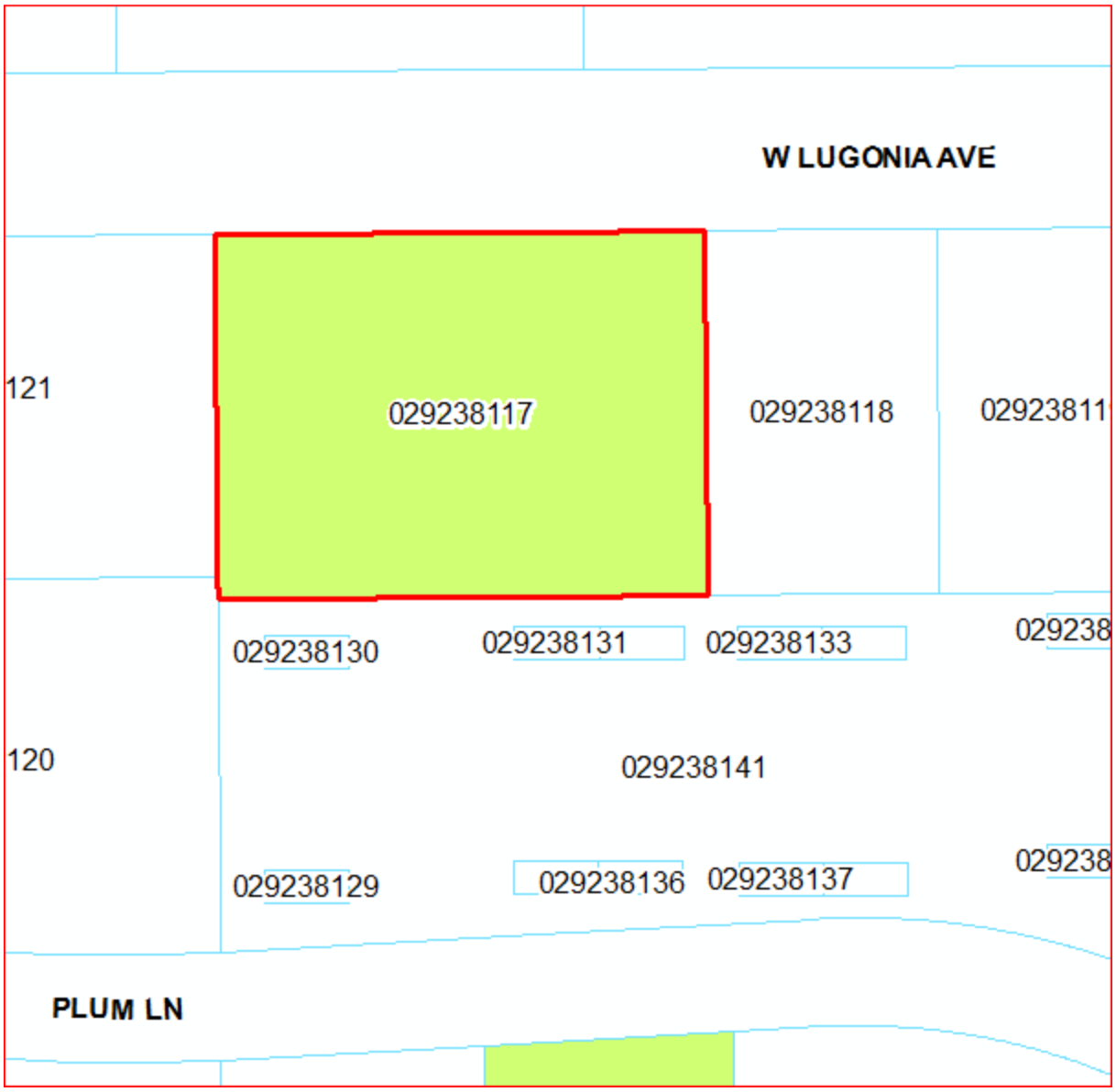
Parcel Map 11189

Annexation L5-G



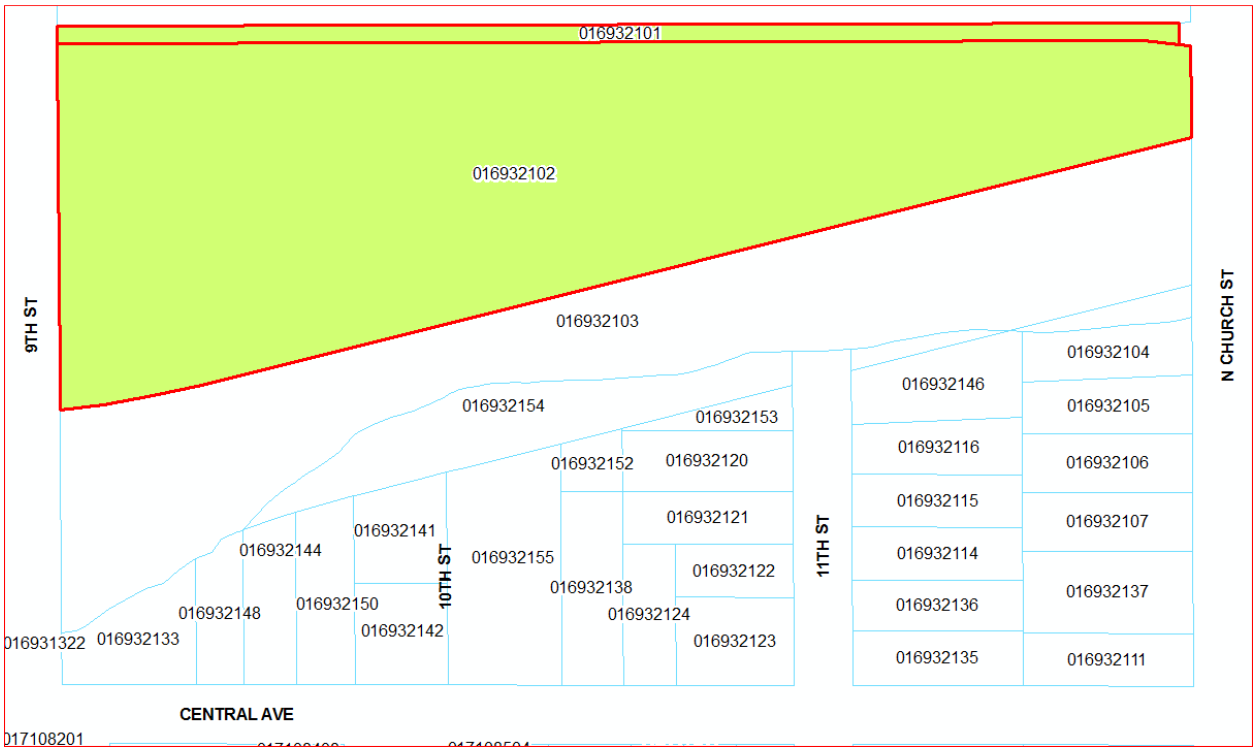
CRA 615

Annexation L5-H



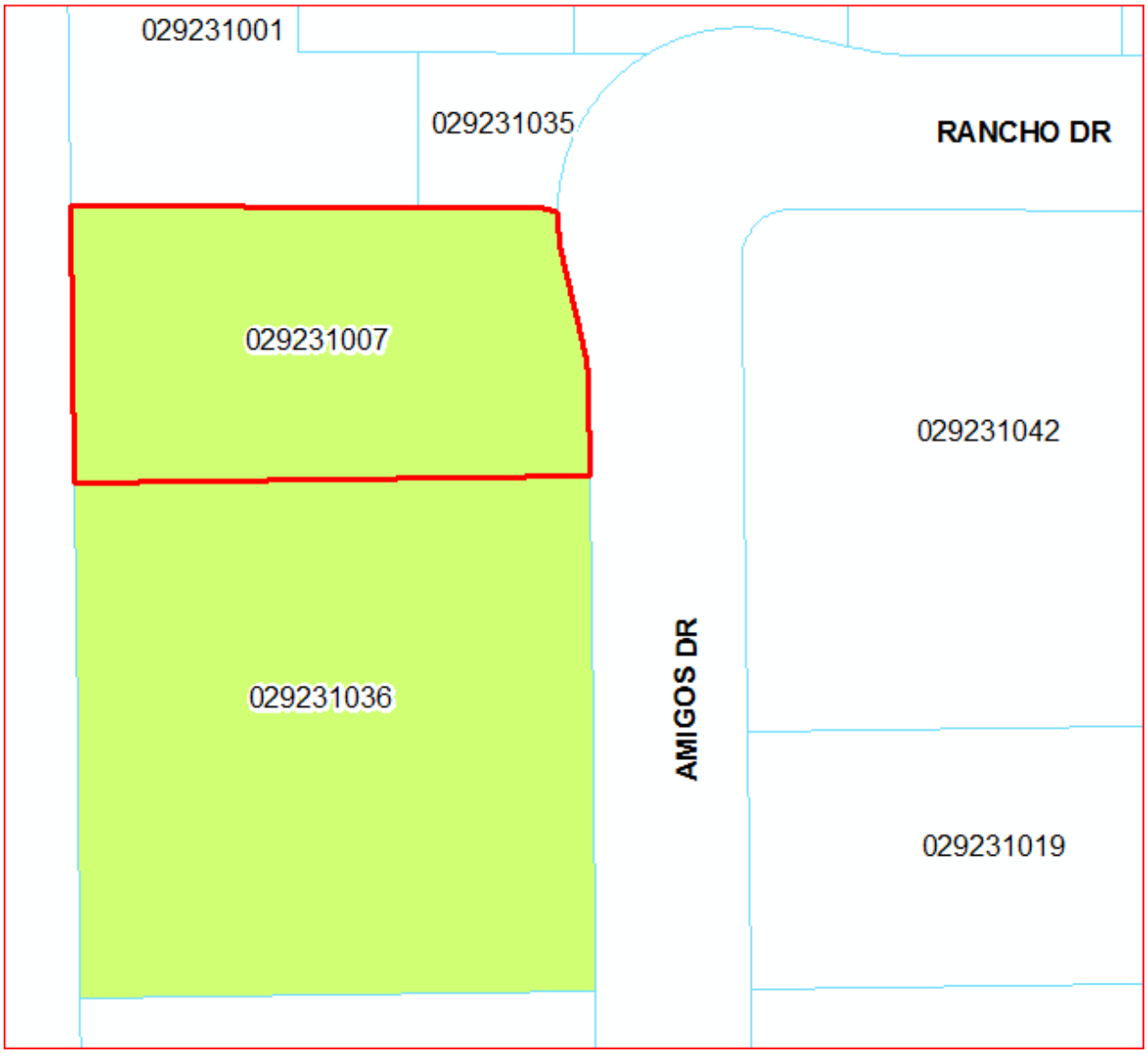
CRA 536

Annexation L6-A



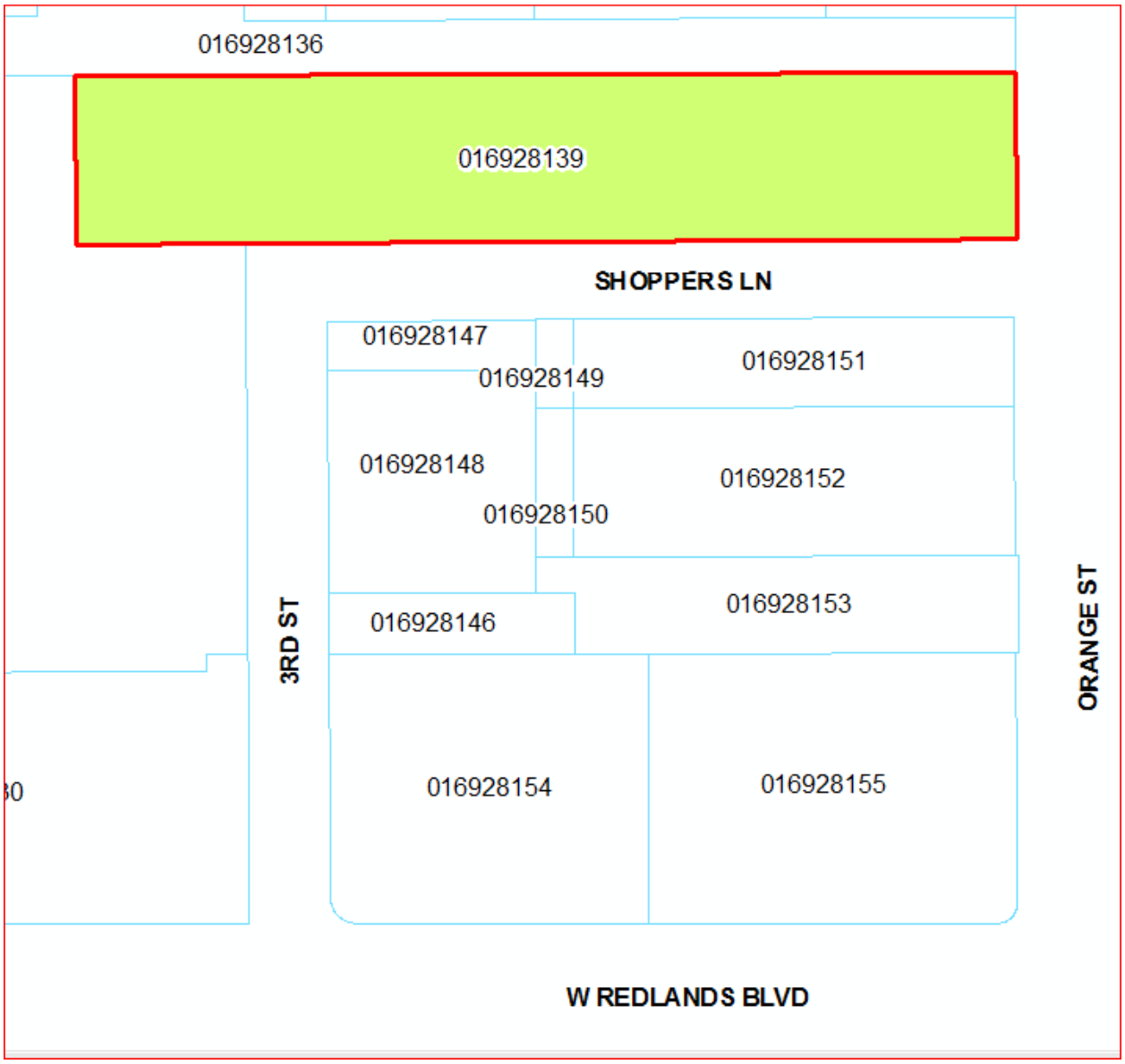
CRA 517

Annexation L6-B



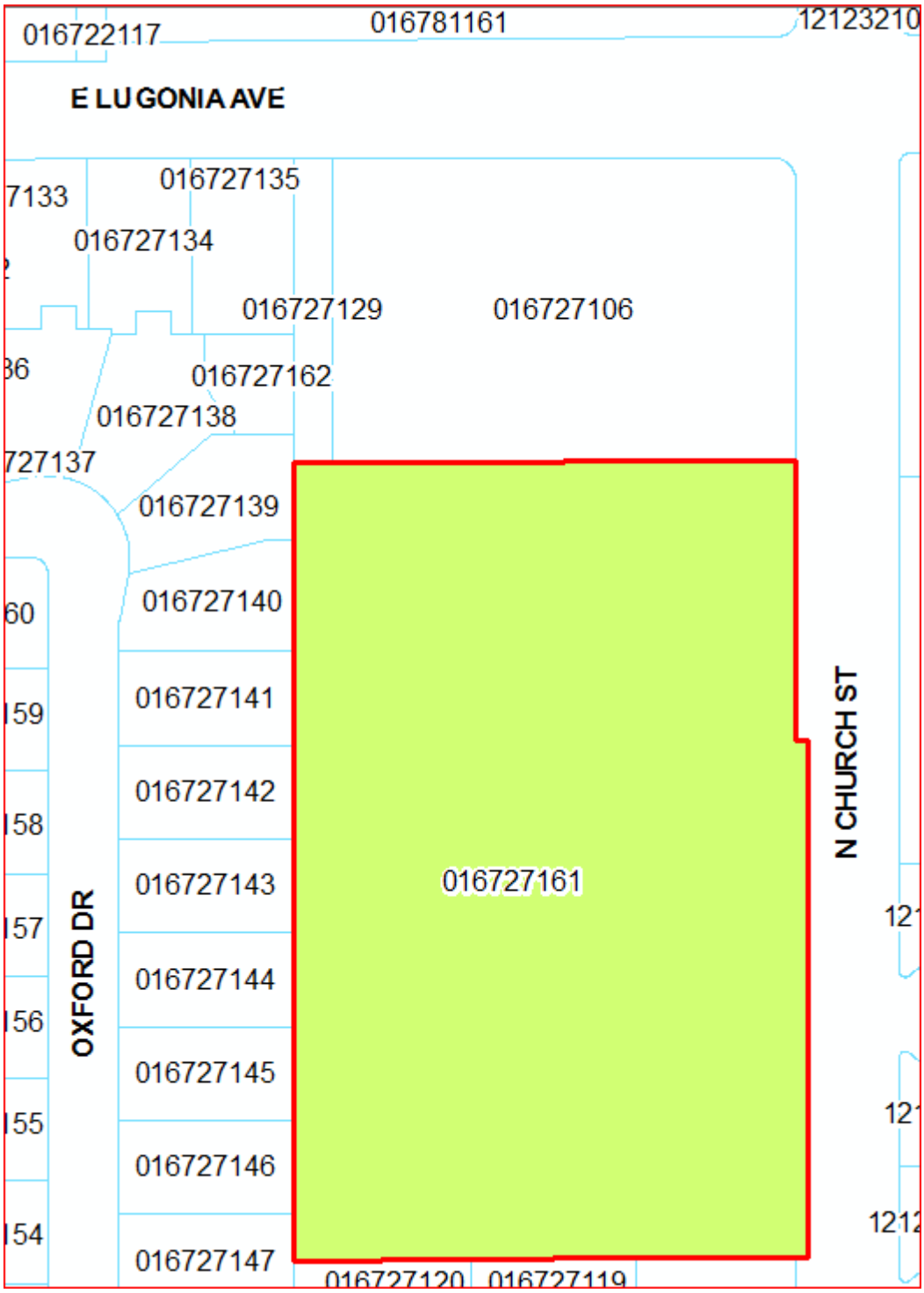
CRA 628

Annexation L6-C



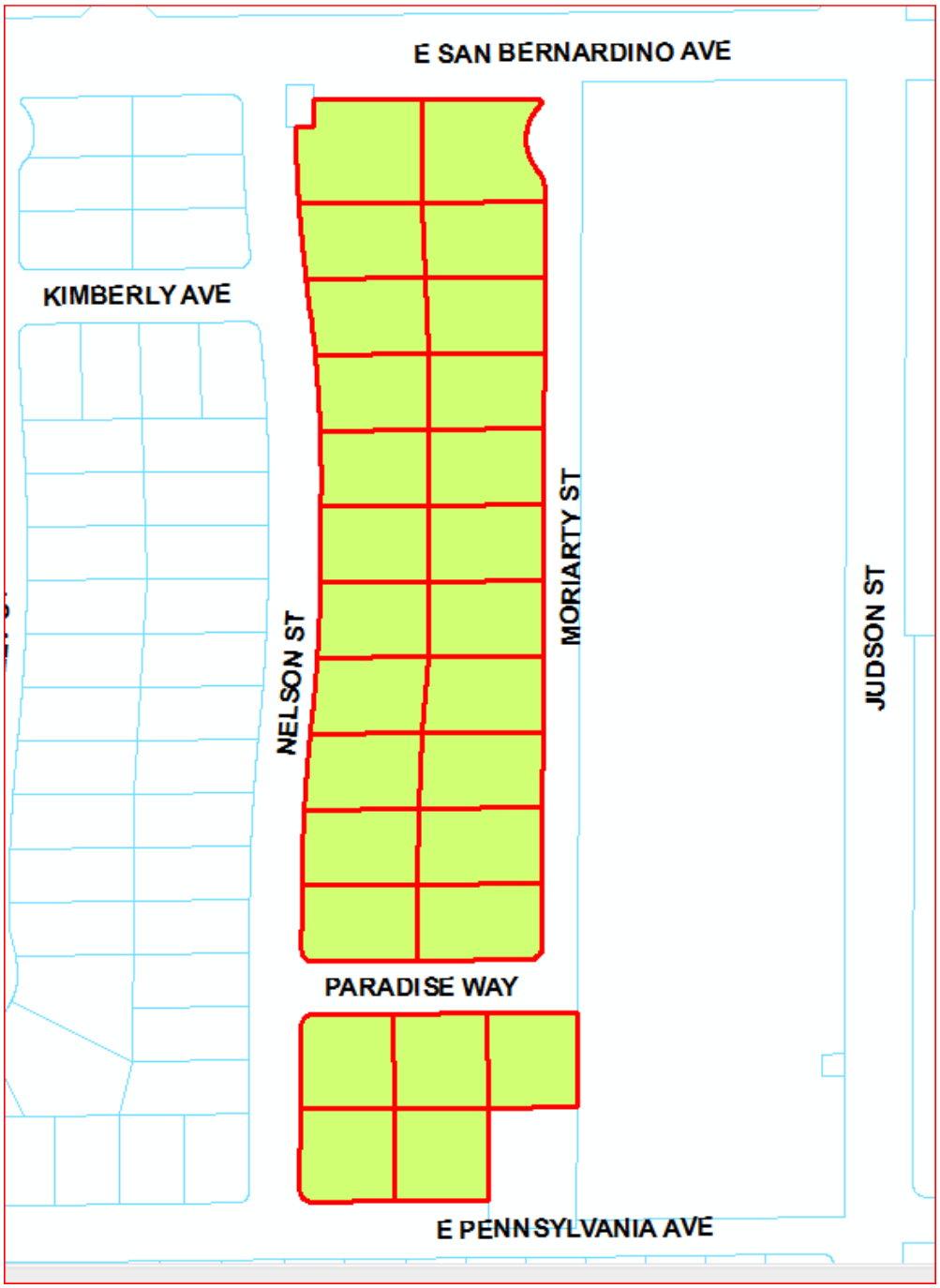
CRA 624

Annexation L6-D



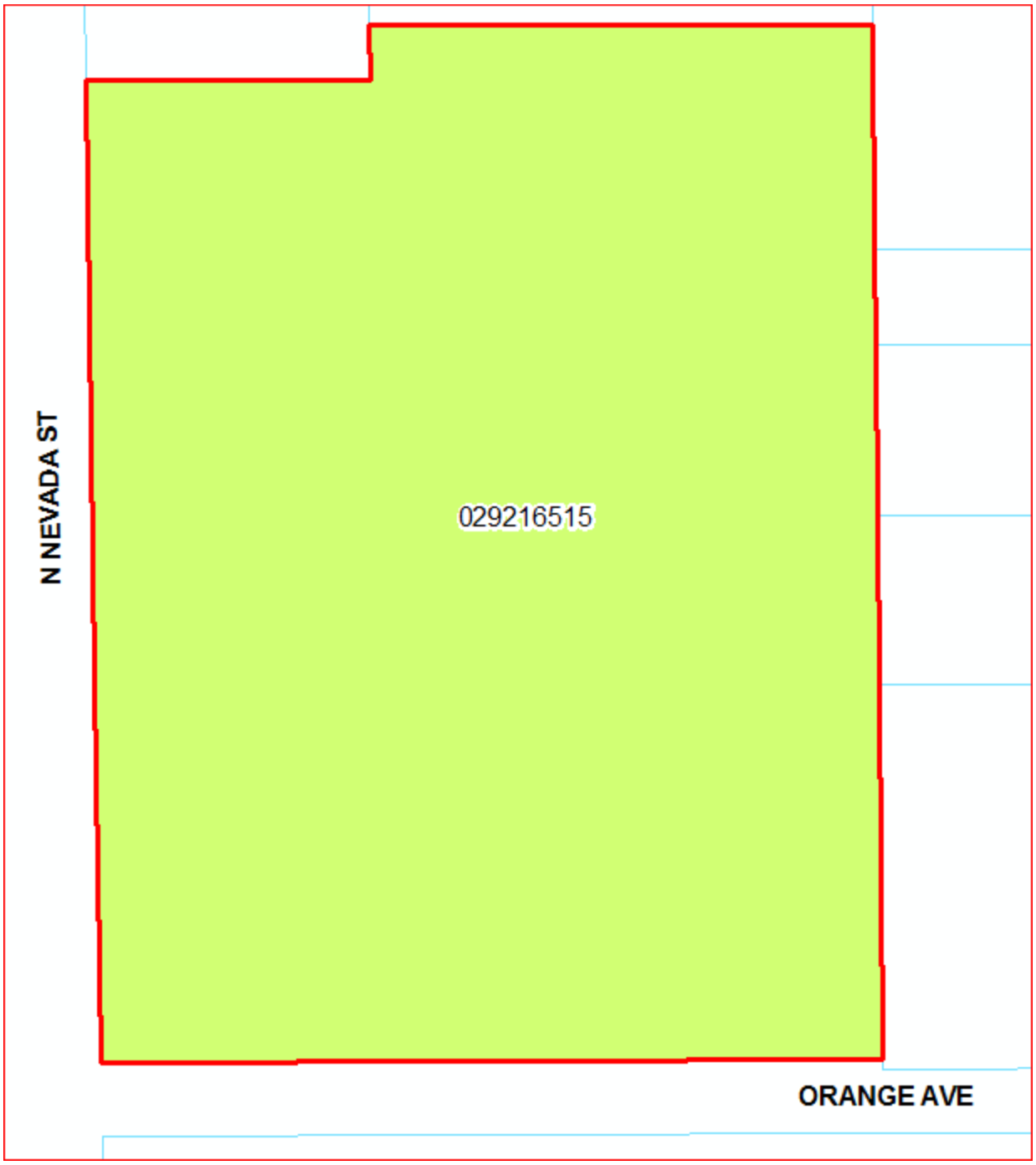
CRA 305

Annexation L6-E



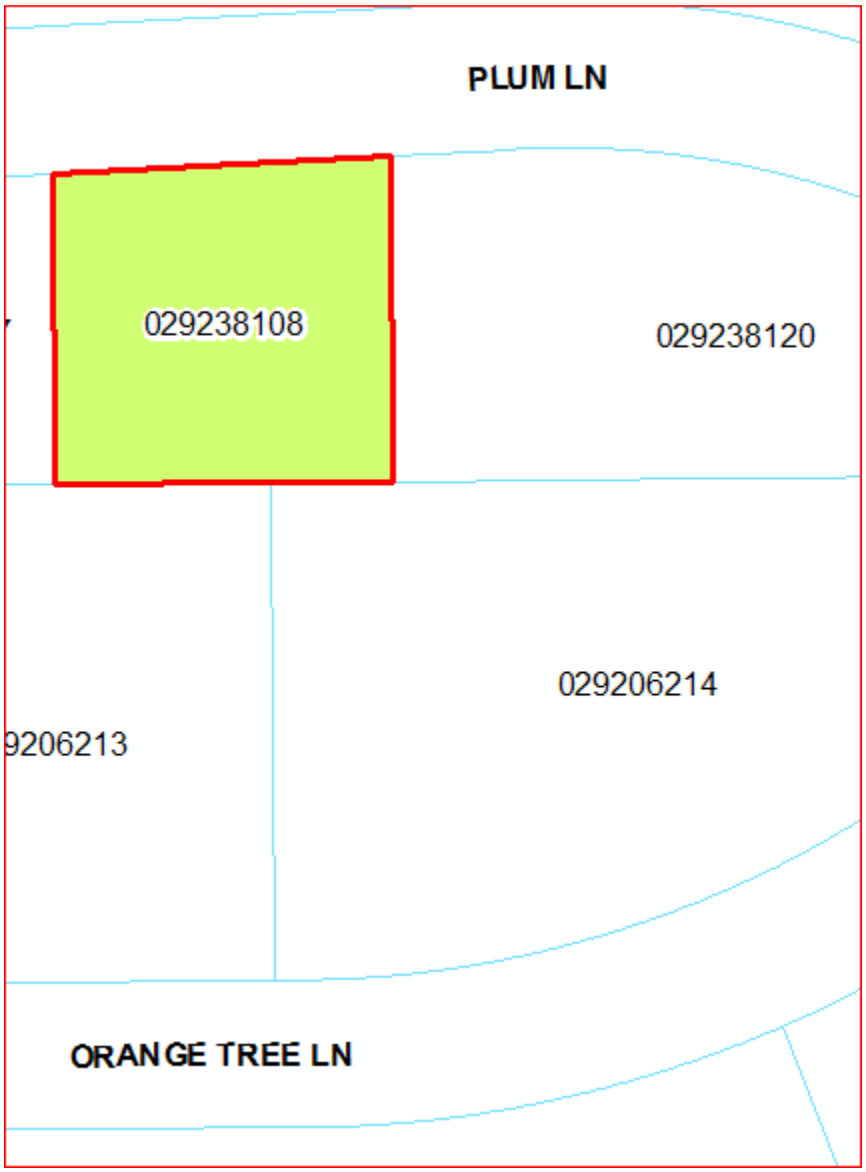
Tract Map 13575

Annexation L6-F



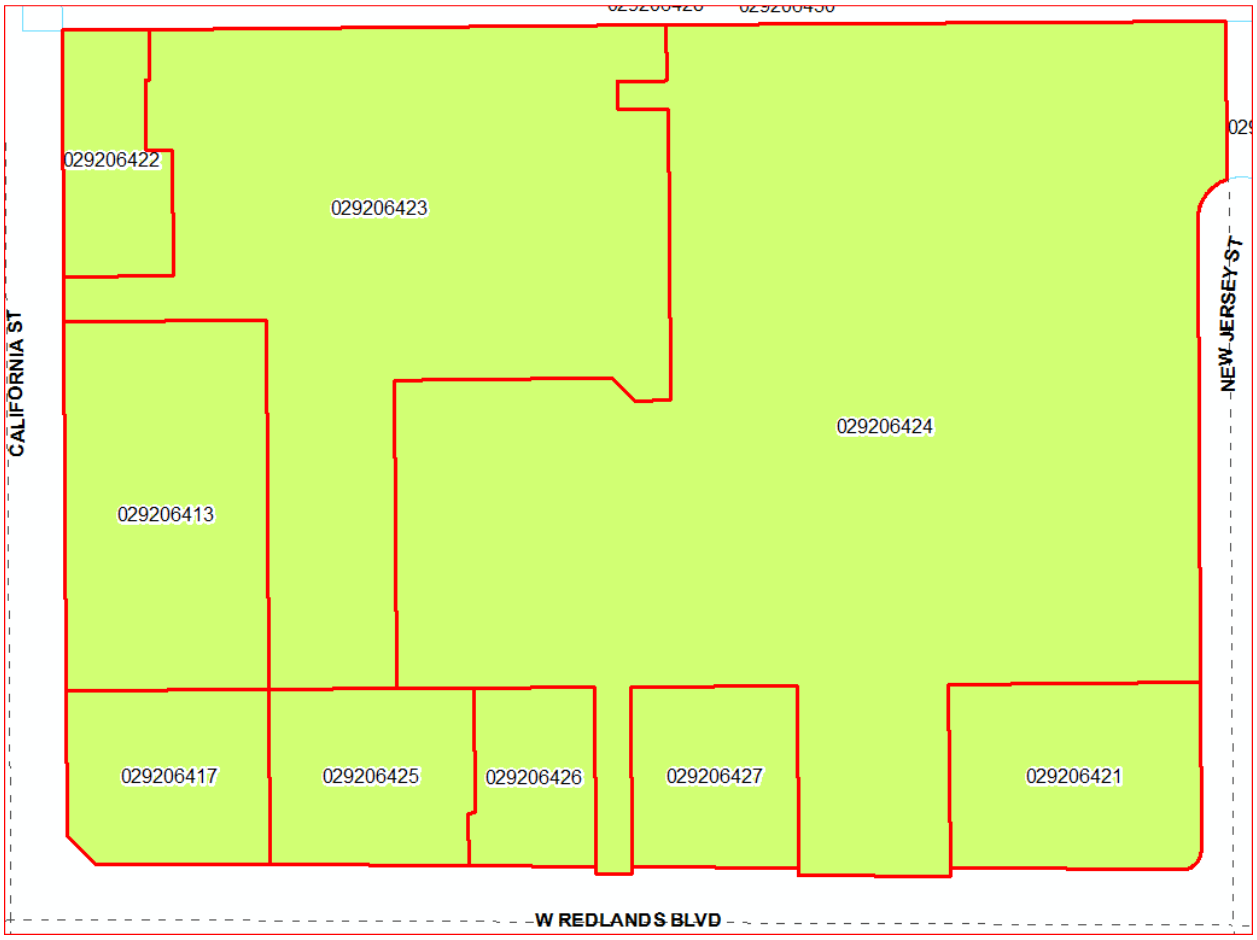
CUP 550

Annexation L6-G



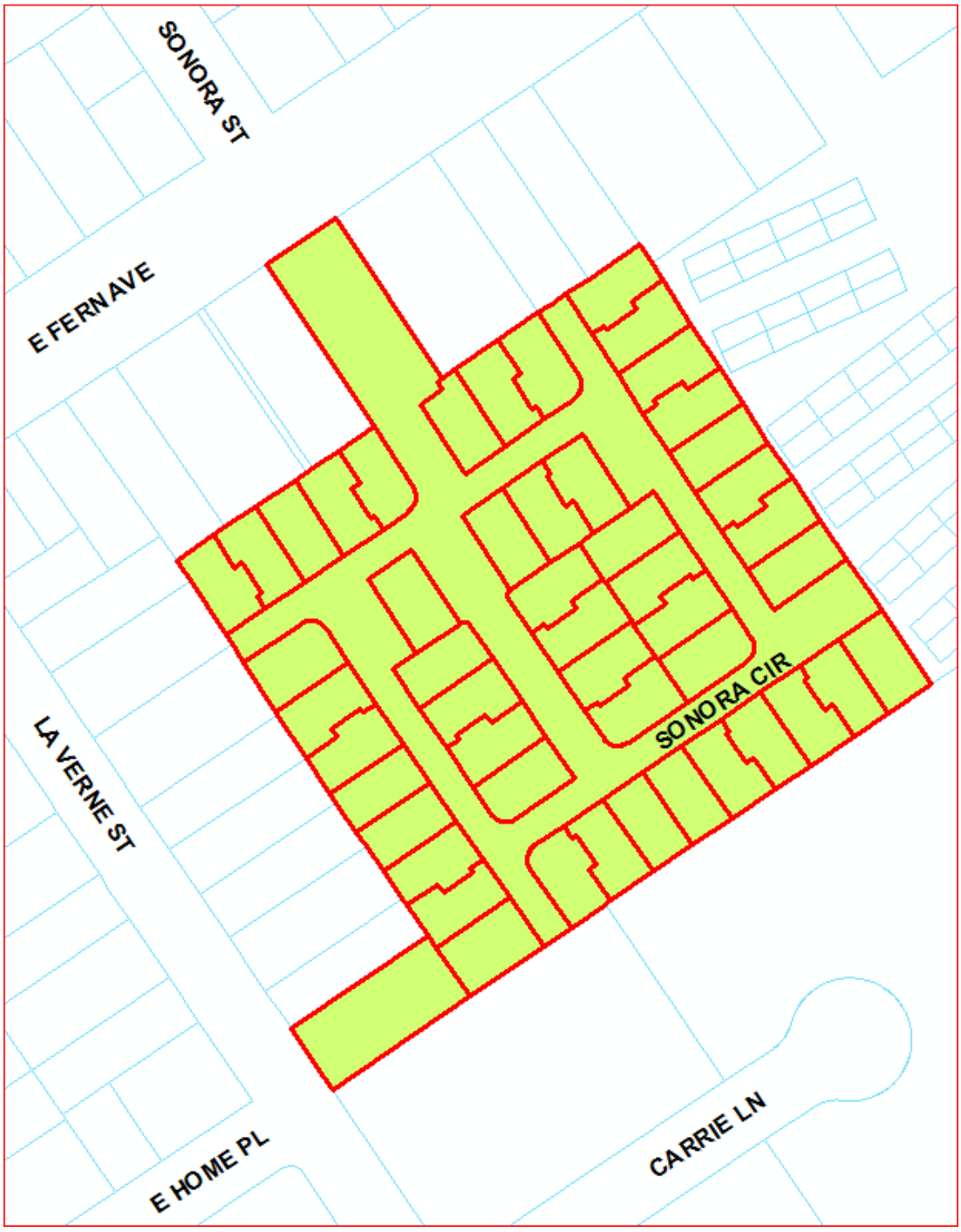
CRA 623

Annexation L6-H



Parcel Map 13542

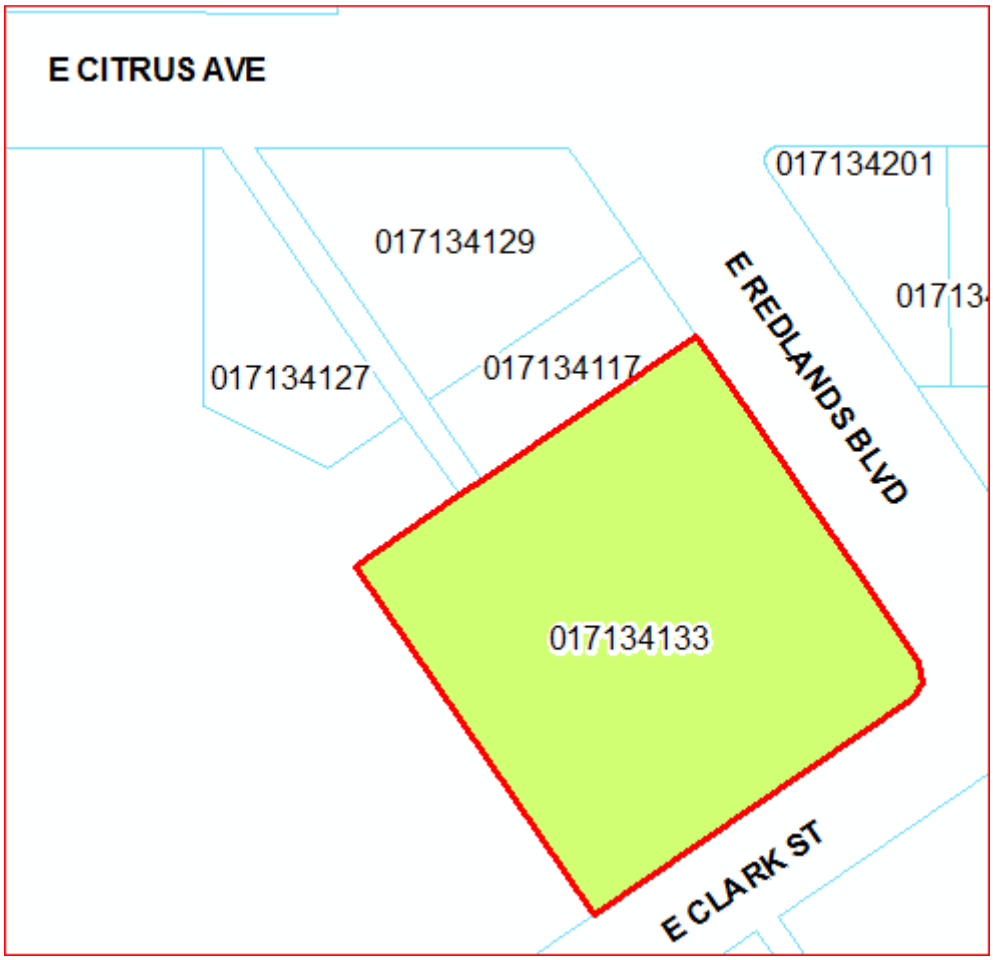
Annexation L6-I



Parcel Map 10749

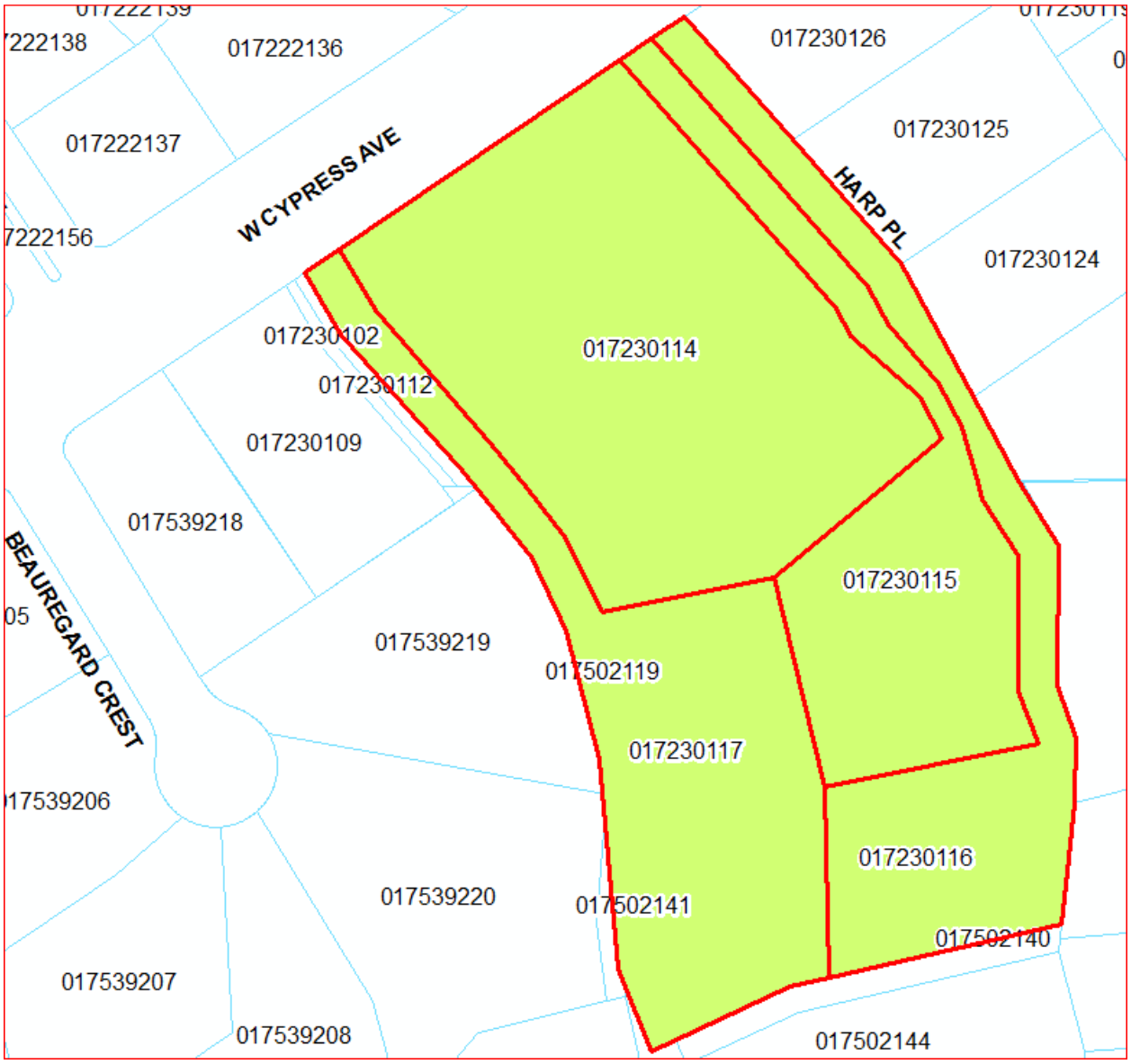
APN 0173-052-31 thru 42, APN 0173-062-01 thru 38, 39 (road)

Annexation L6-J



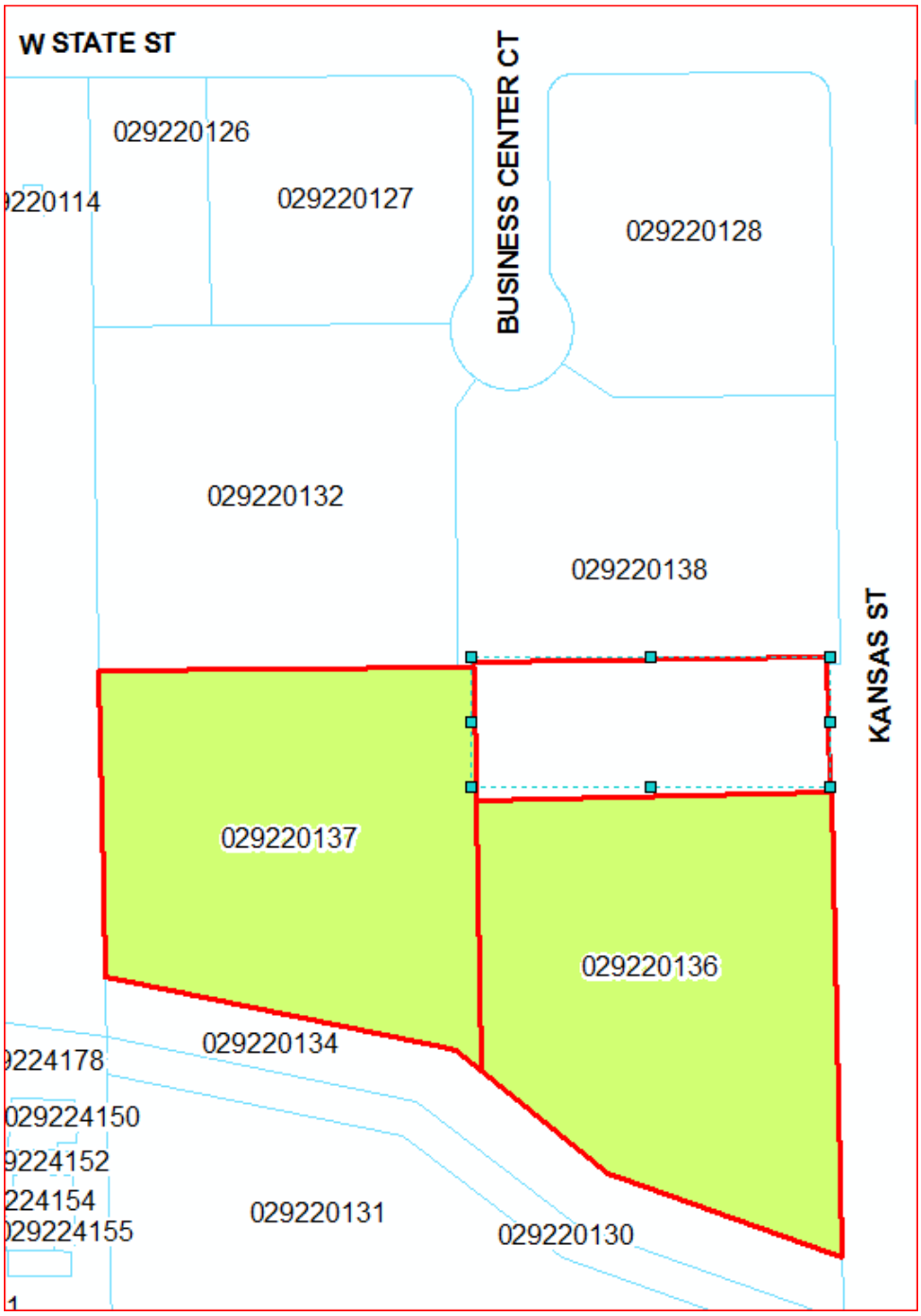
MS 201

Annexation L7-A



MS 213, Parcel Map 13978

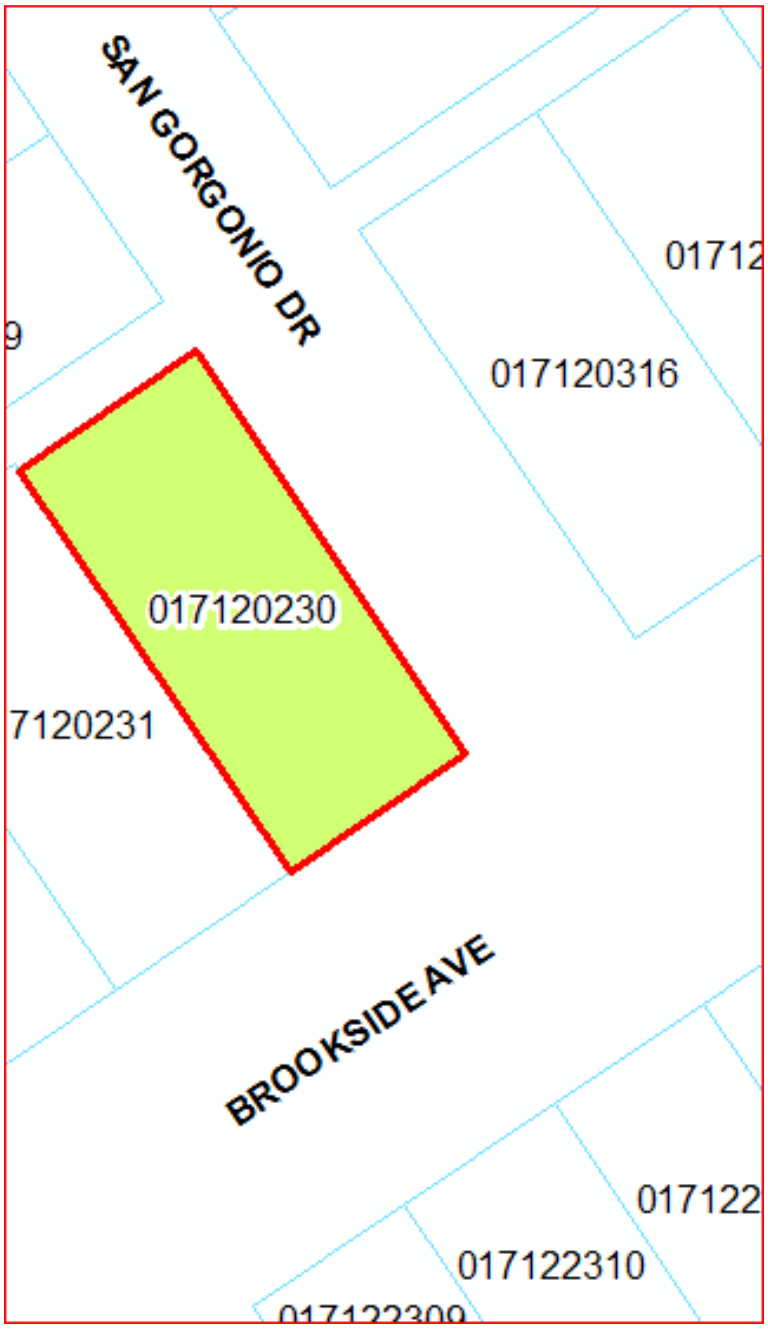
Annexation L7-B



MS 211

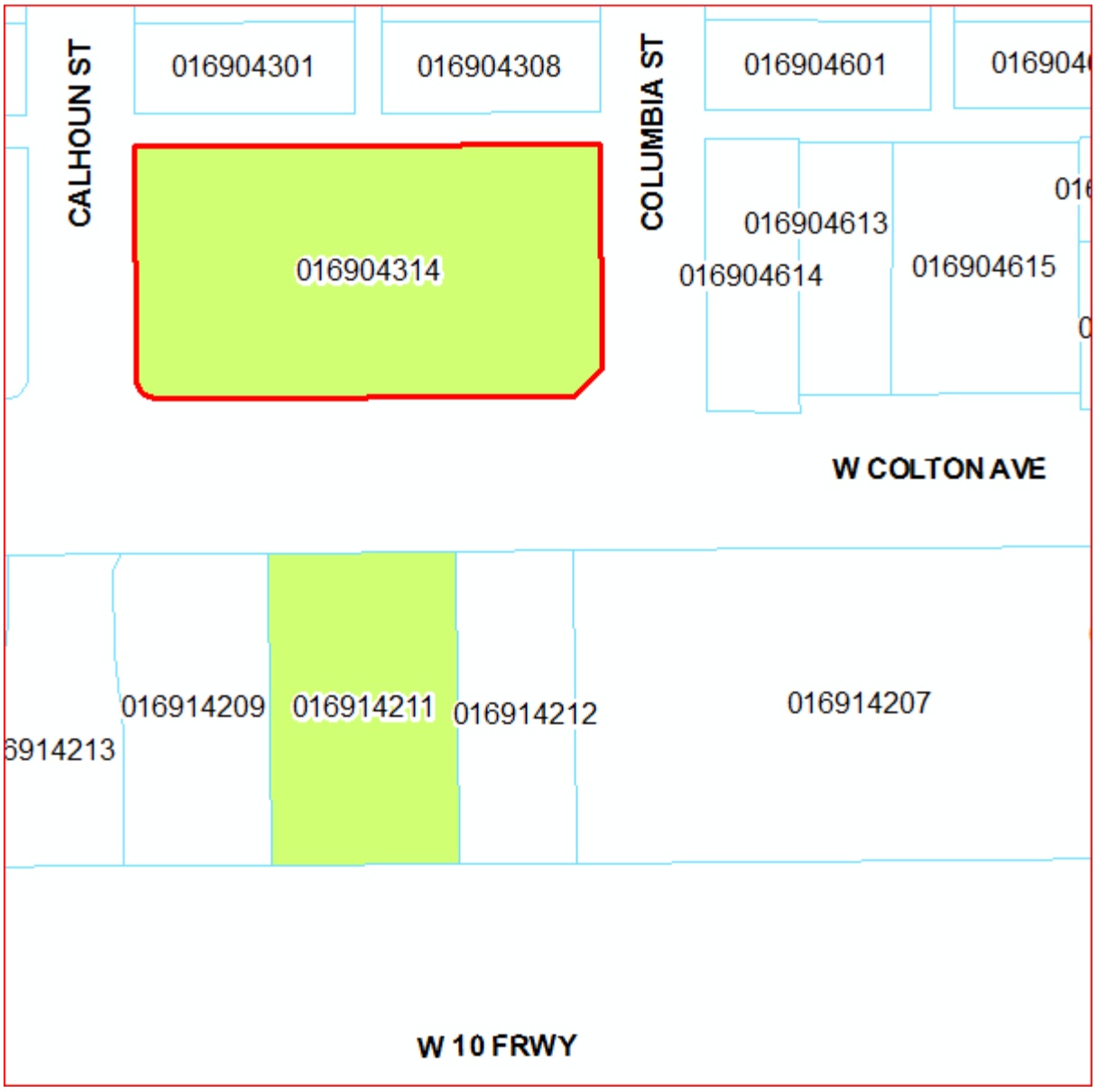
Lot line adjustment shifted the boundary between 0292-201-36 and -38 northerly. New APNs were assigned by the Assessor. APN 0292-201-36 became -39 and APN 0292-201-38 became -40.

Annexation L7-C



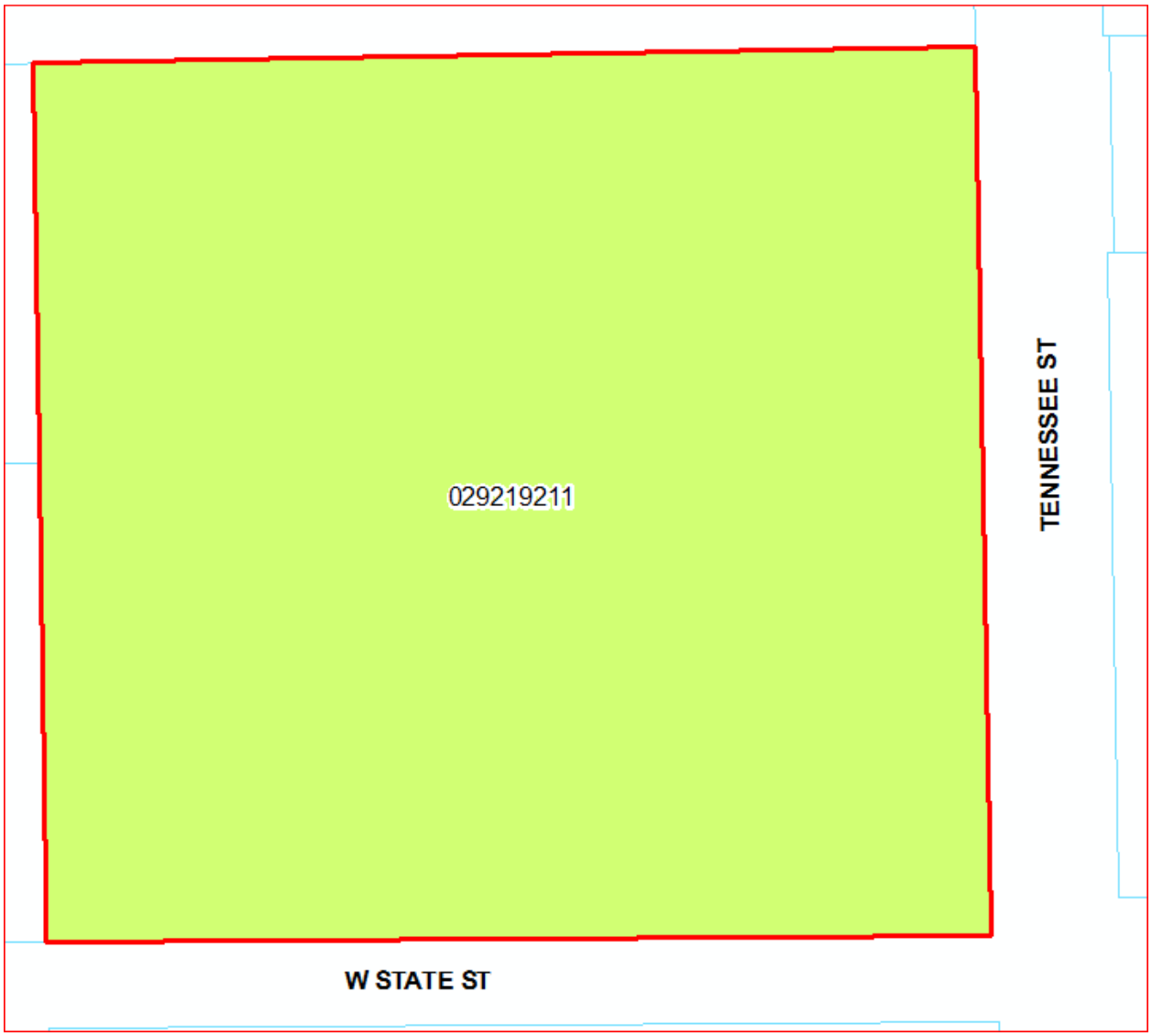
CUP 559

Annexation L7-D



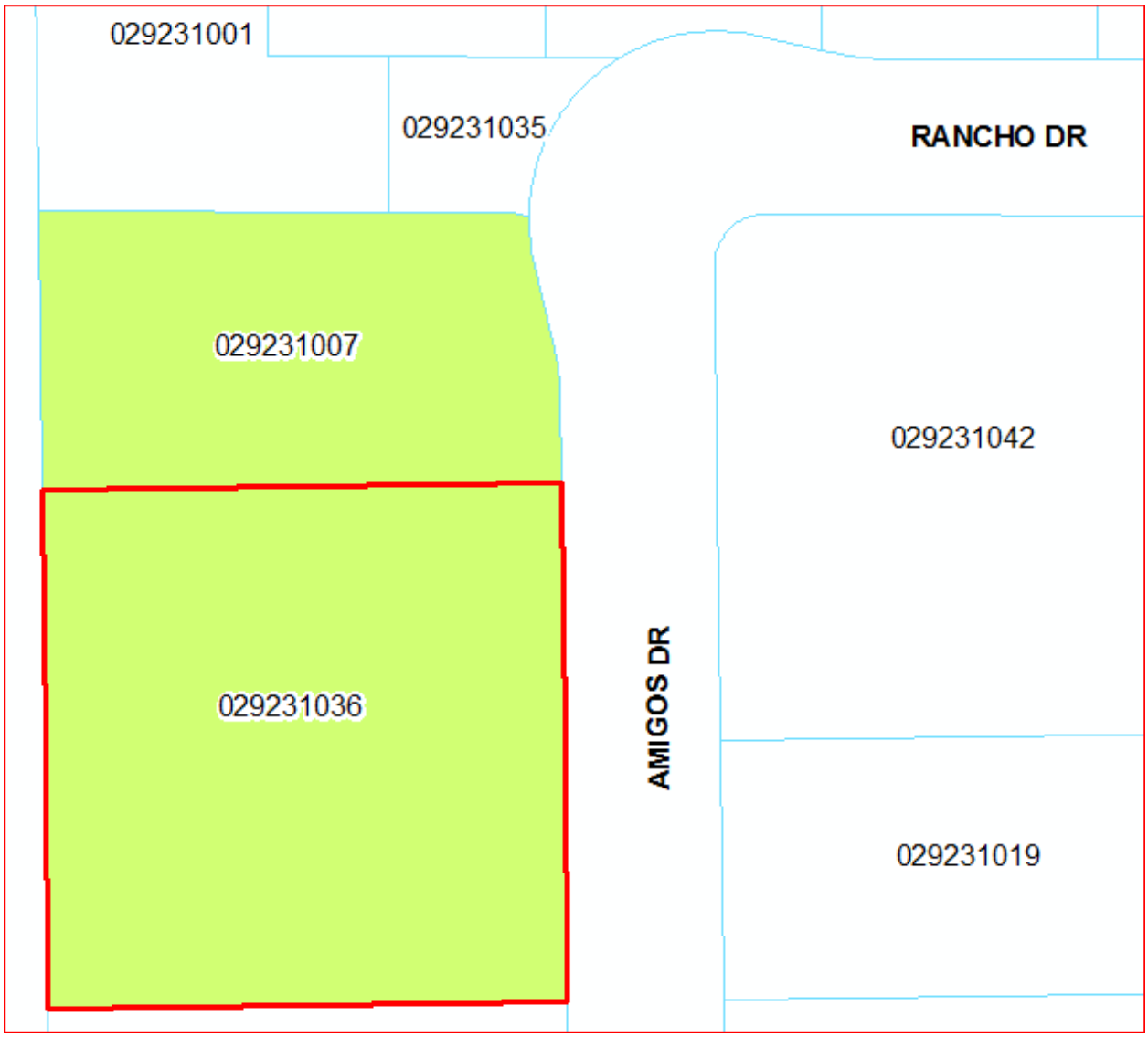
CRA 696

Annexation L7-E



CRA 543

Annexation L7-F

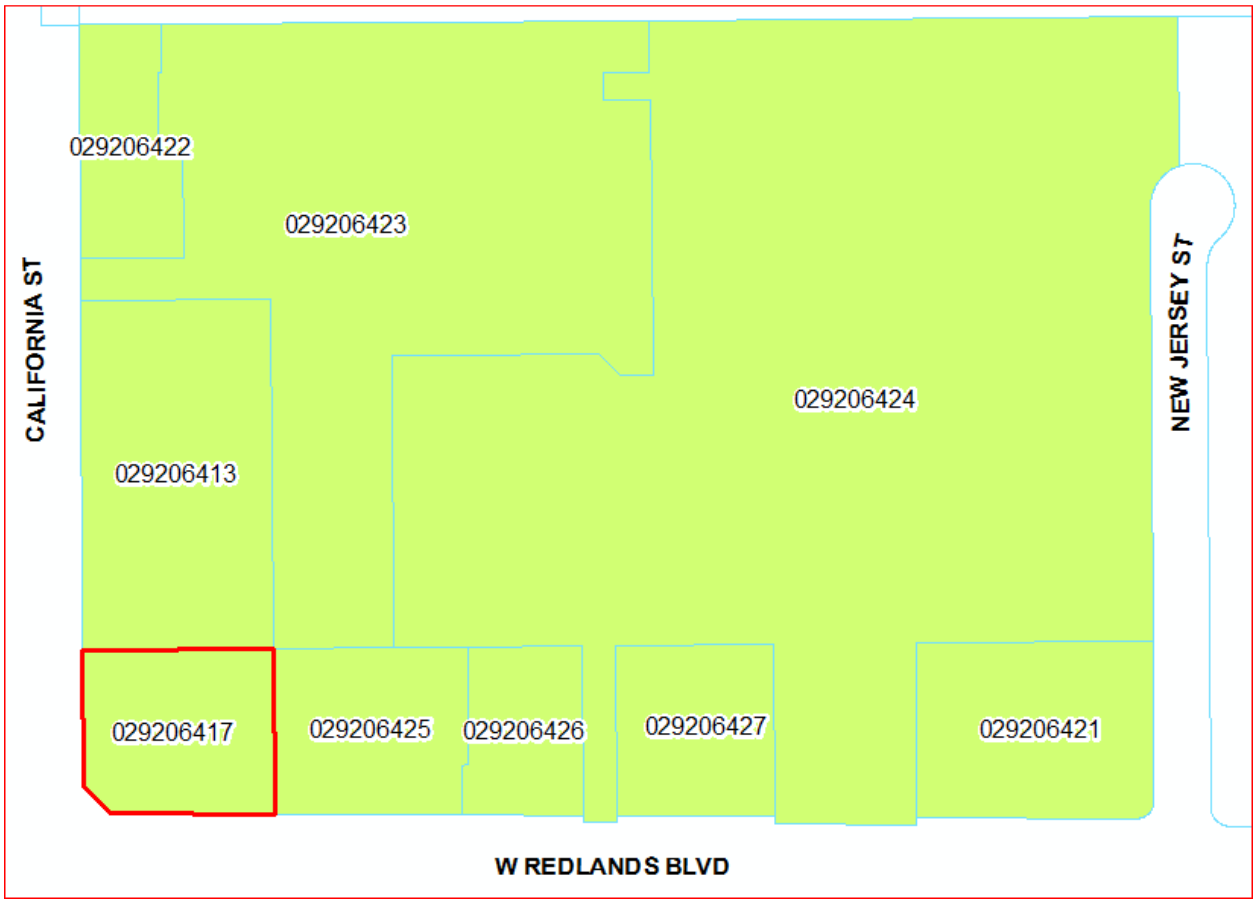


CRA 641

Annexation L7-G

CRA 640

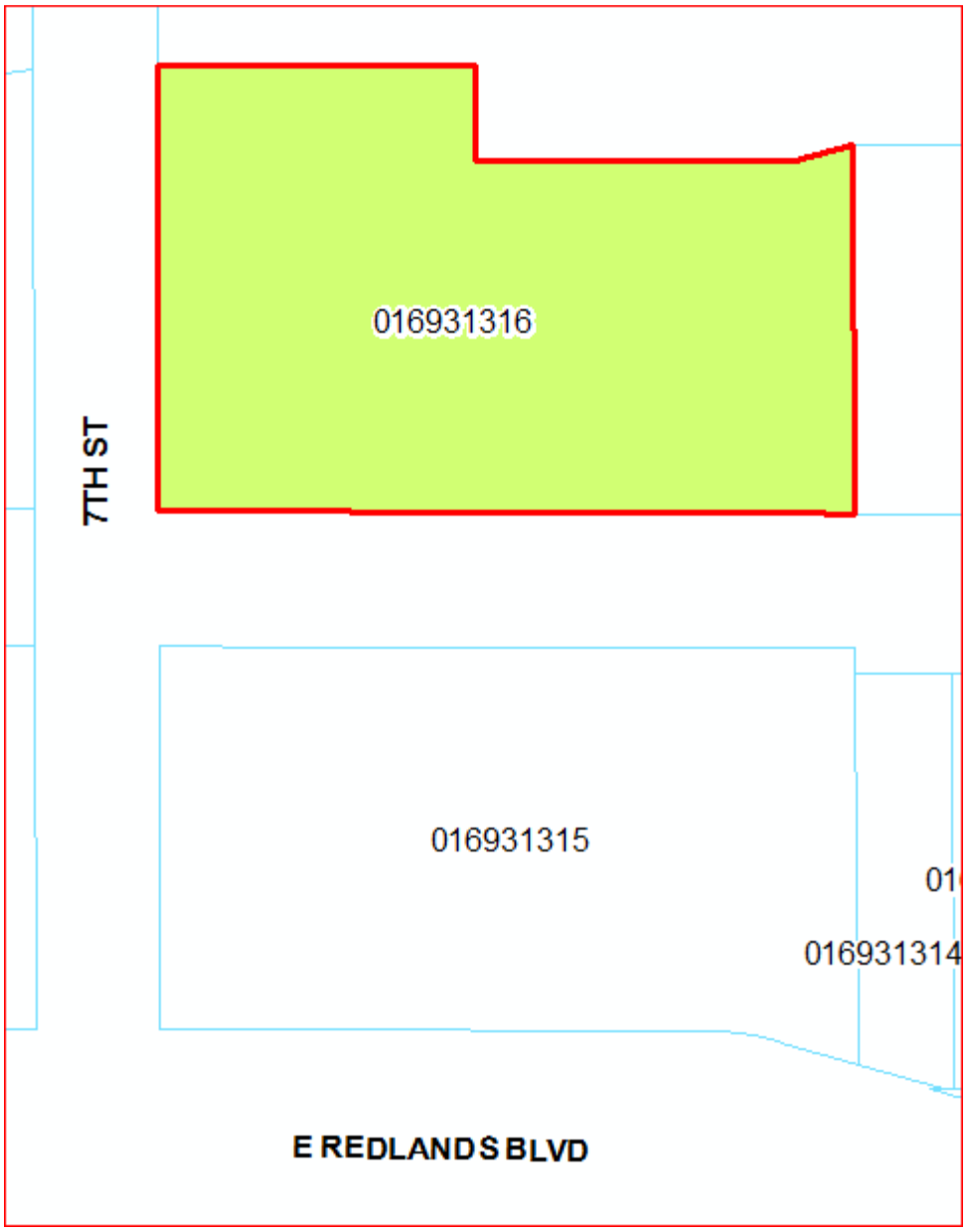
Annexation L7-H



CUP 562

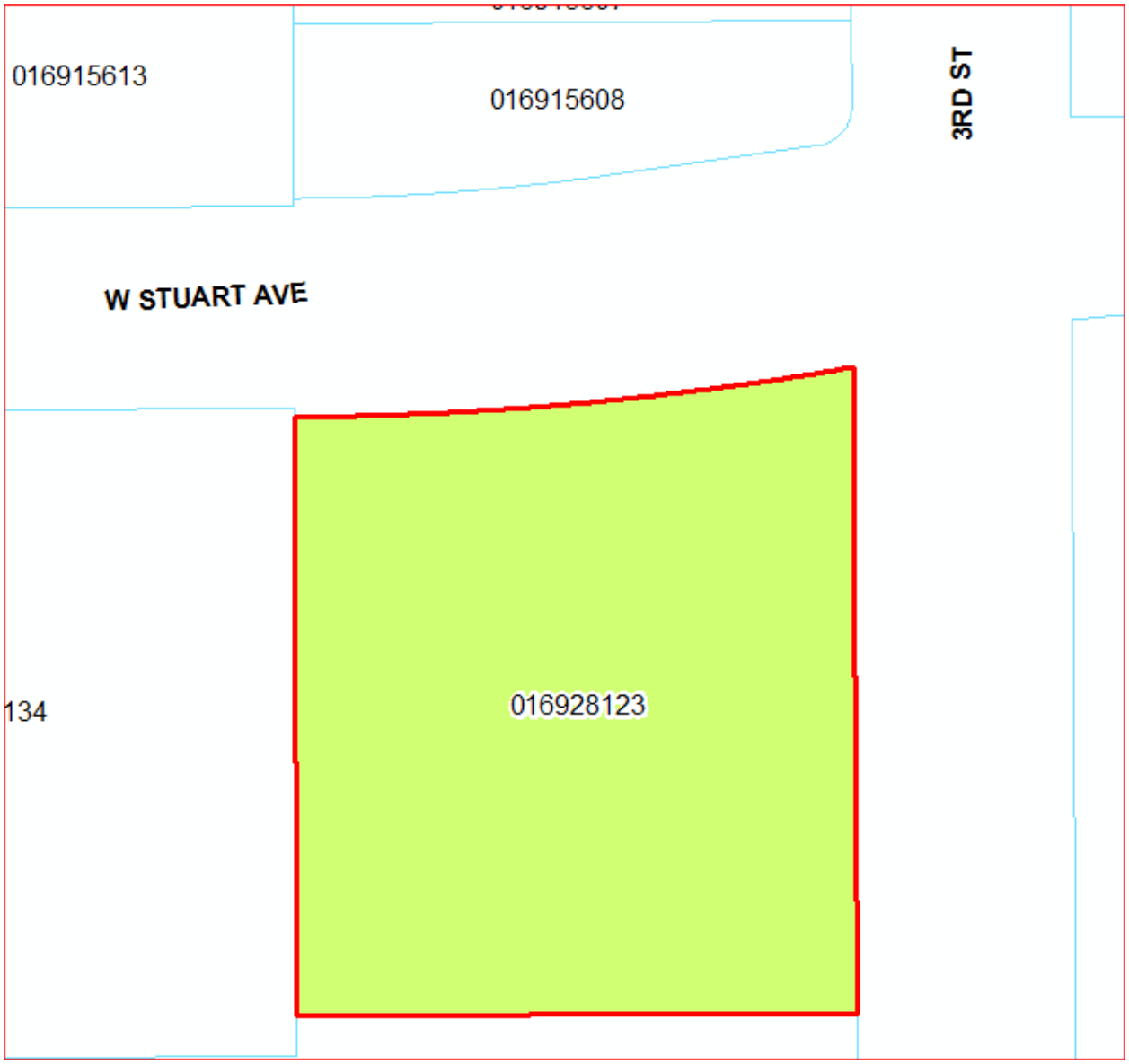
Already included in Annexation L6-N

Annexation L7-I



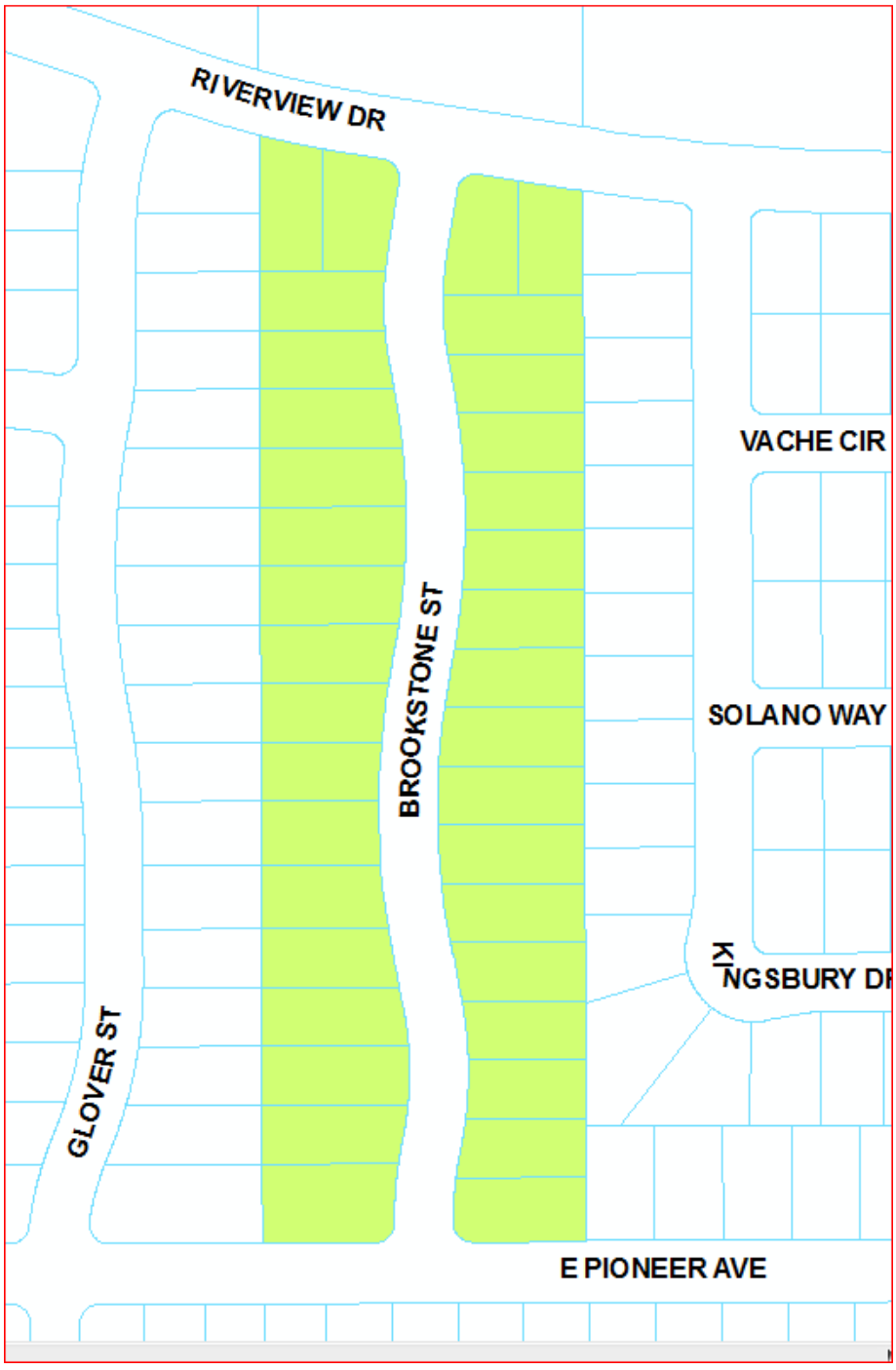
CUP 548

Annexation L8-A



CRA 637

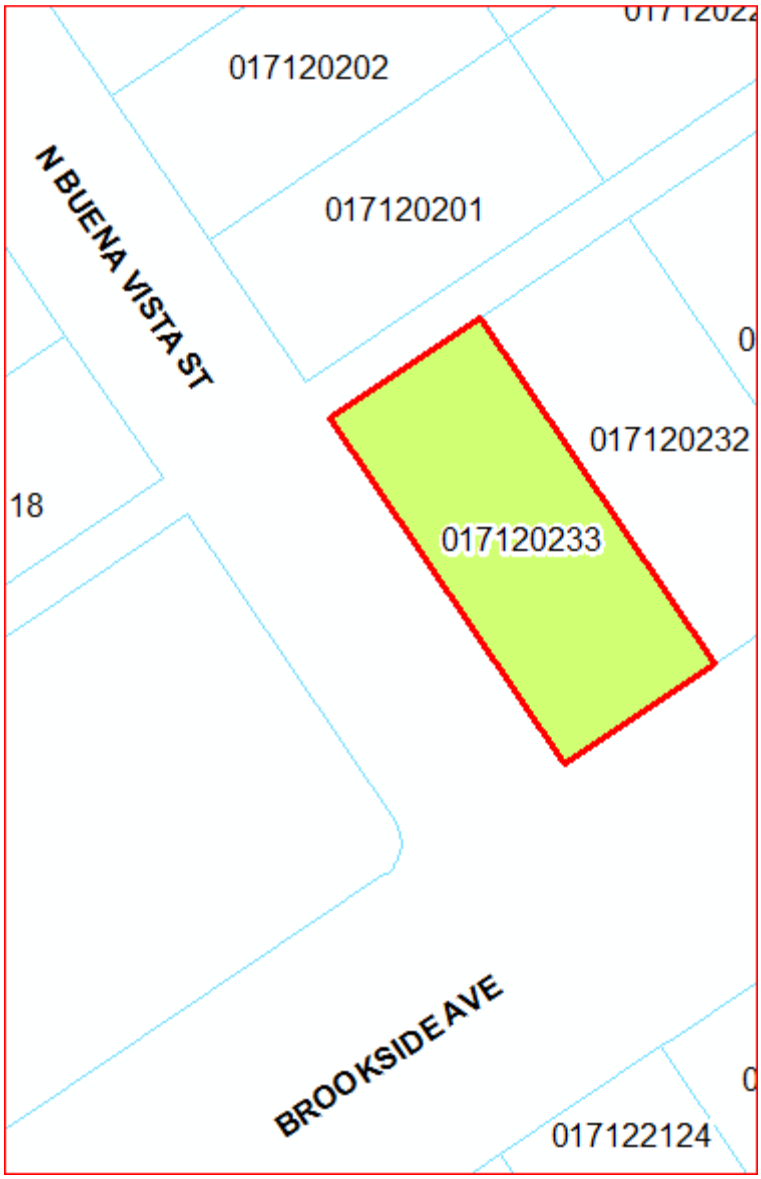
Annexation L8-B



Tract Map 10179

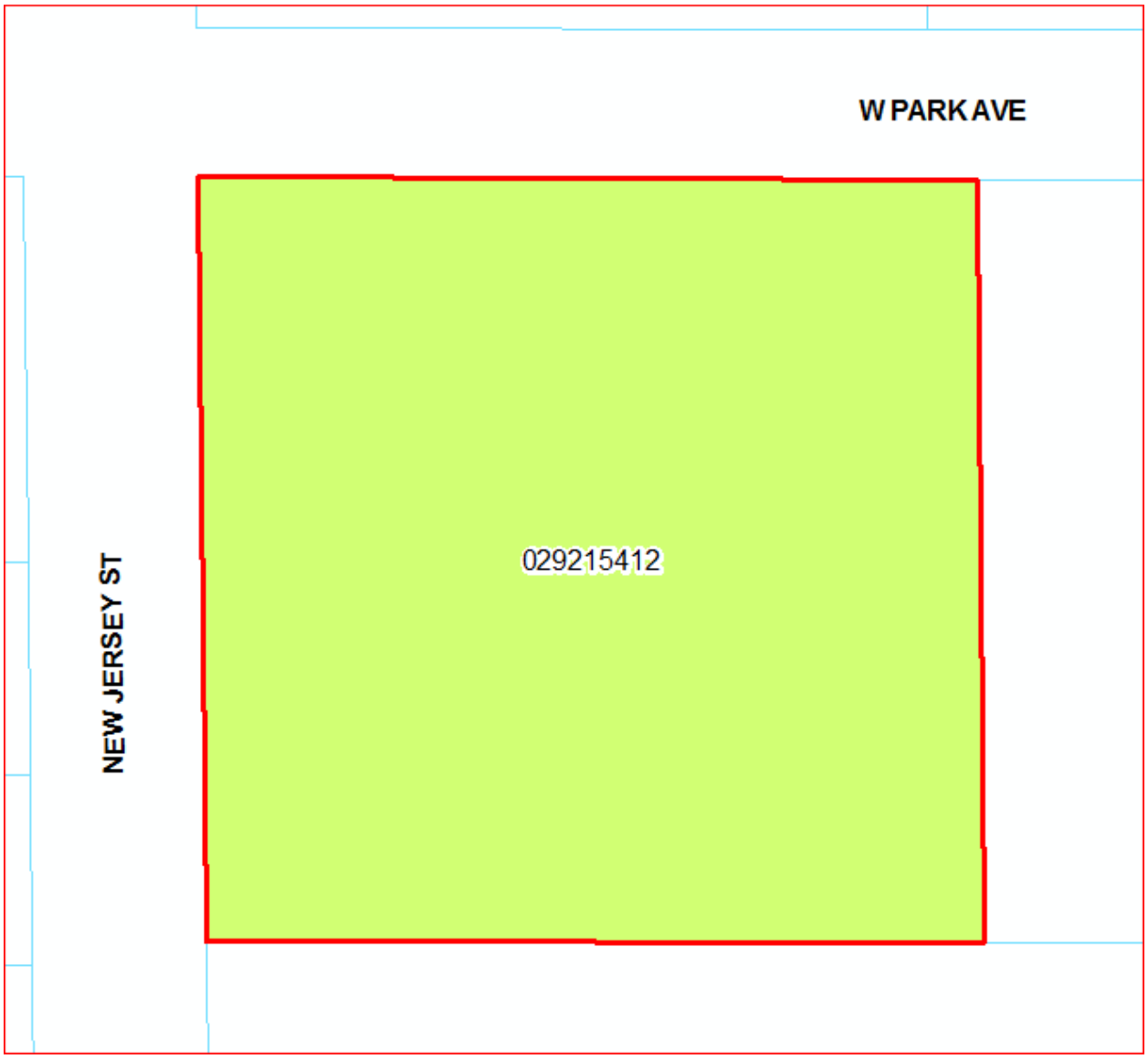
APN 0167-851-39 thru 56 and APN 0167-861-37 thru 54

Annexation L8-C



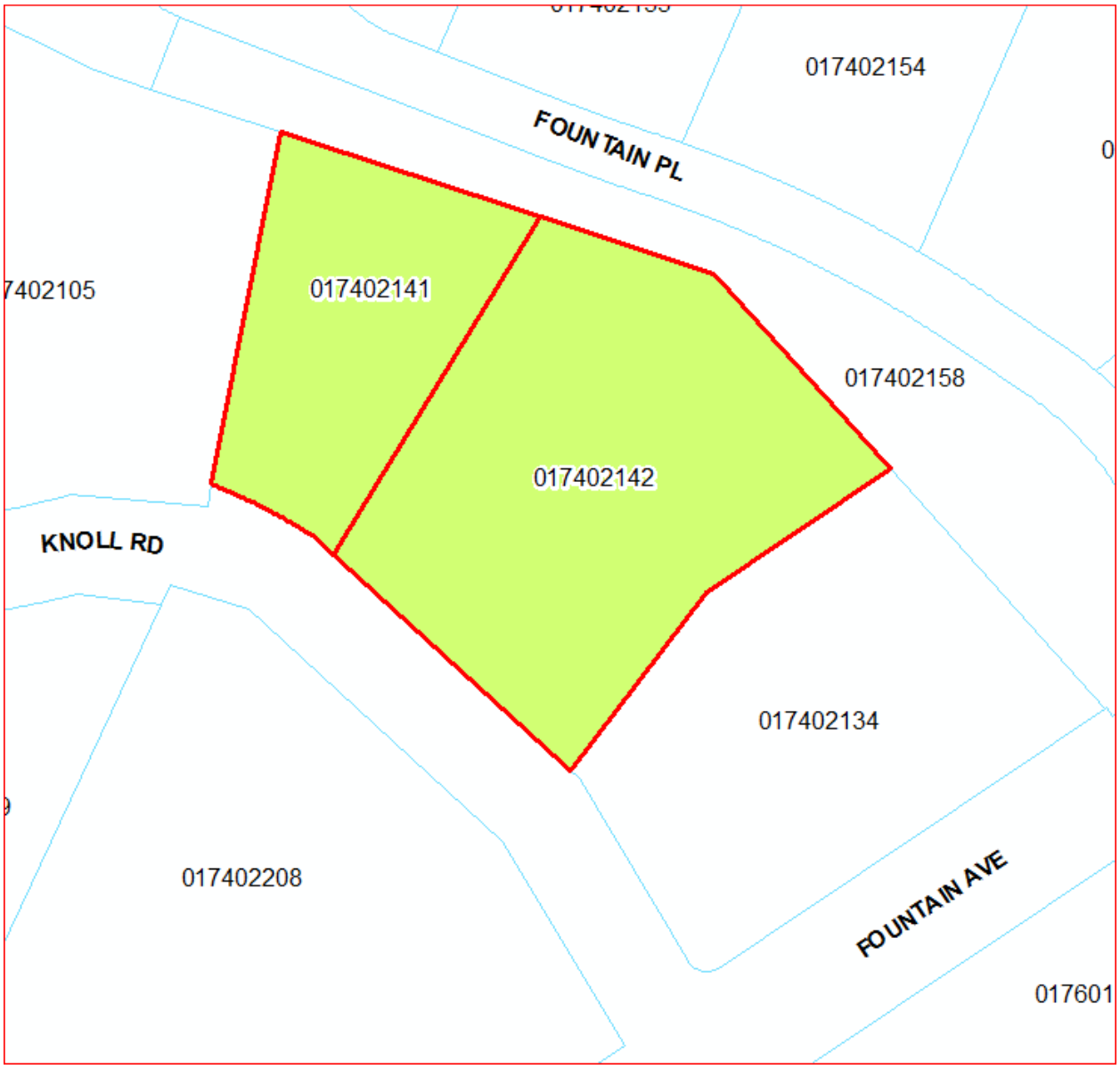
CUP 574

Annexation L8-D



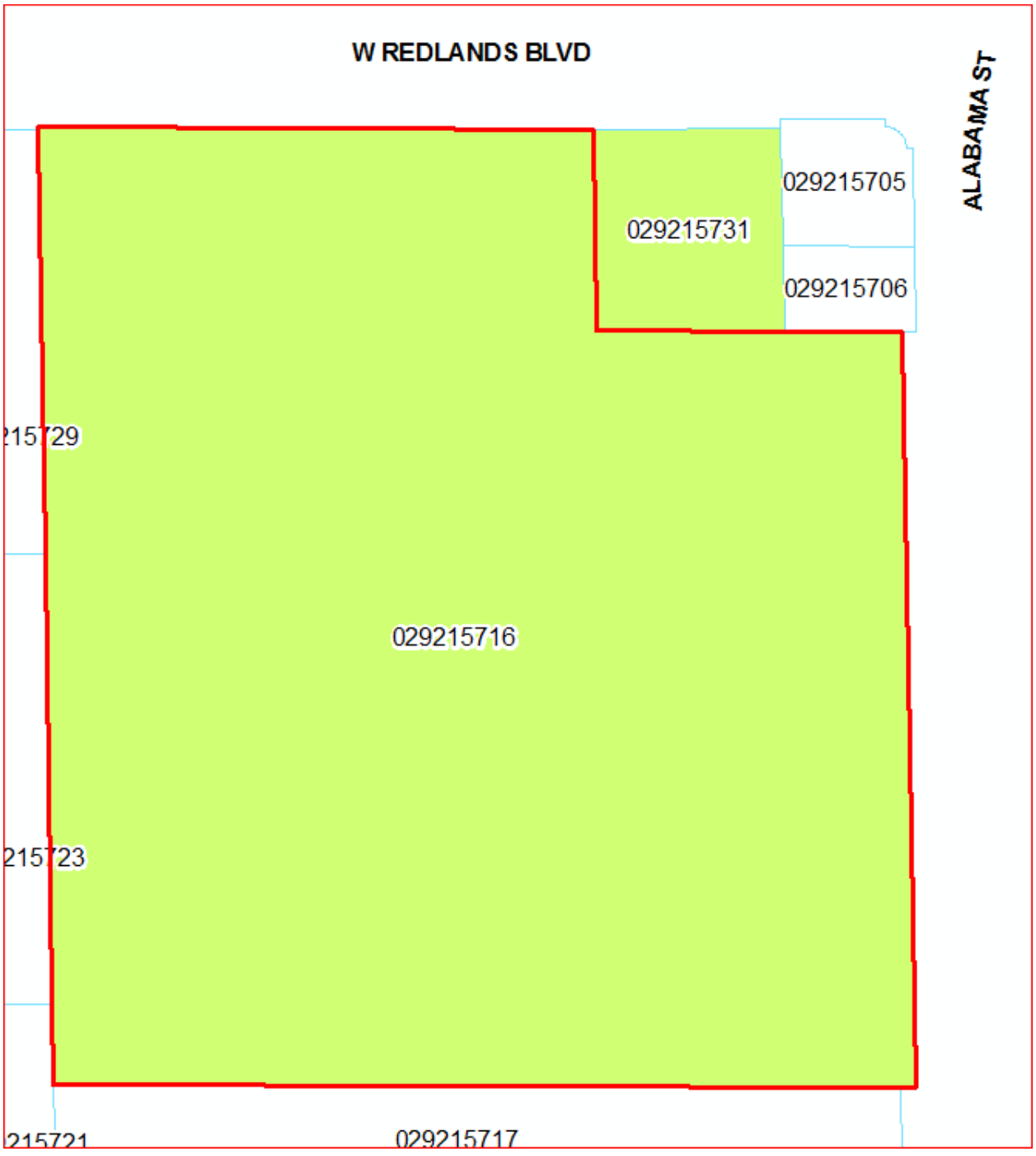
CUP 642

Annexation L8-E



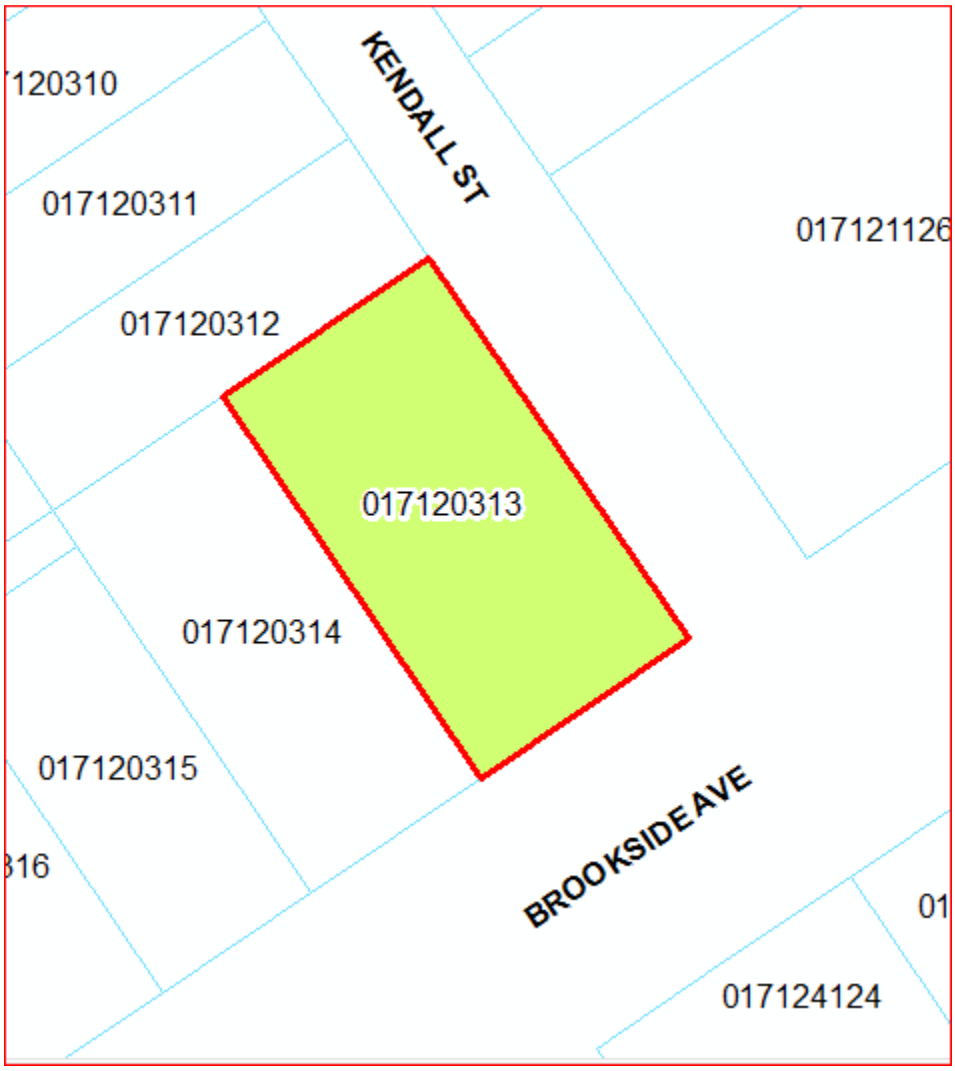
Parcel Map 14090

Annexation L9-A



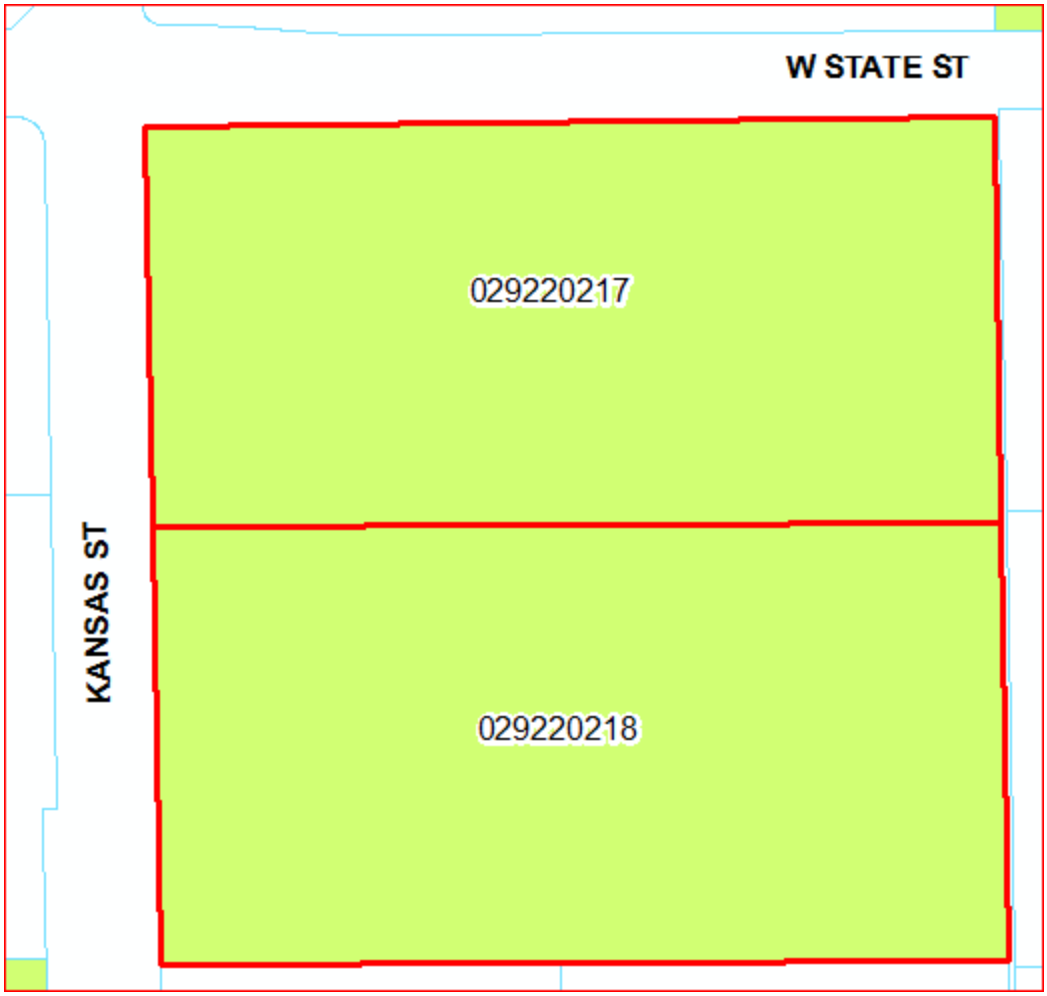
CRA 648

Annexation L9-B



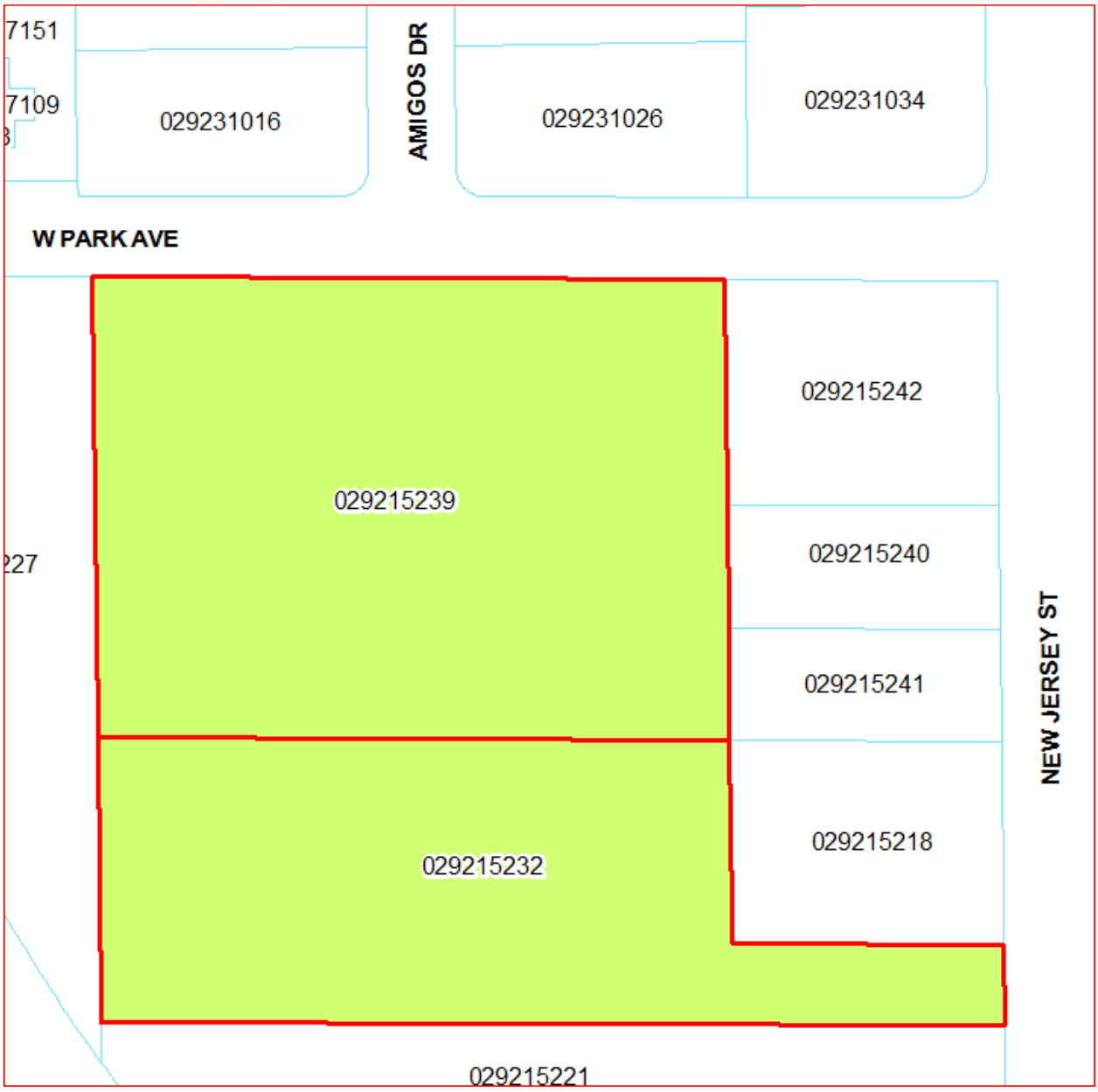
CUP 581

Annexation L10-A



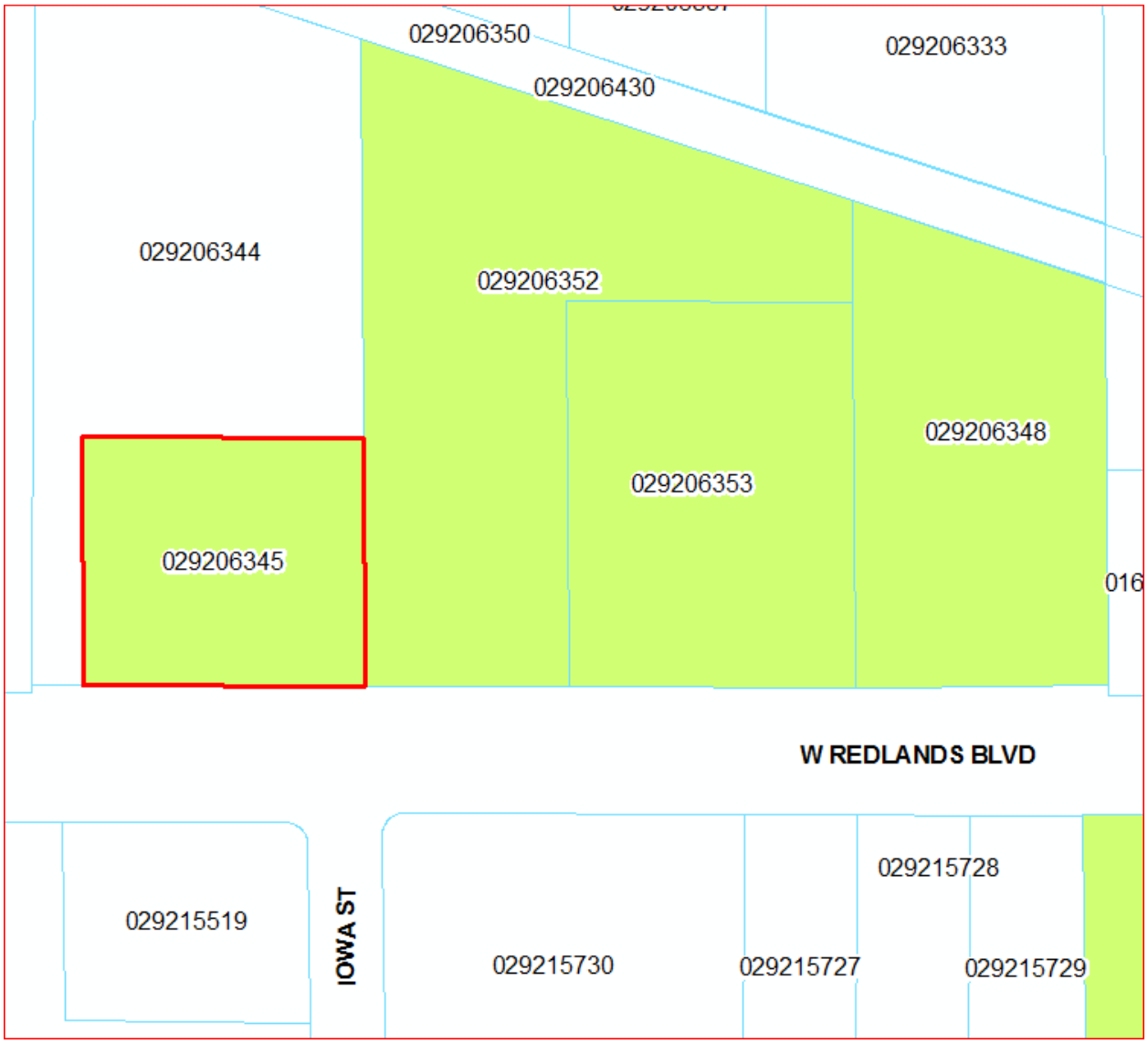
CRA 658

Annexation L10-B



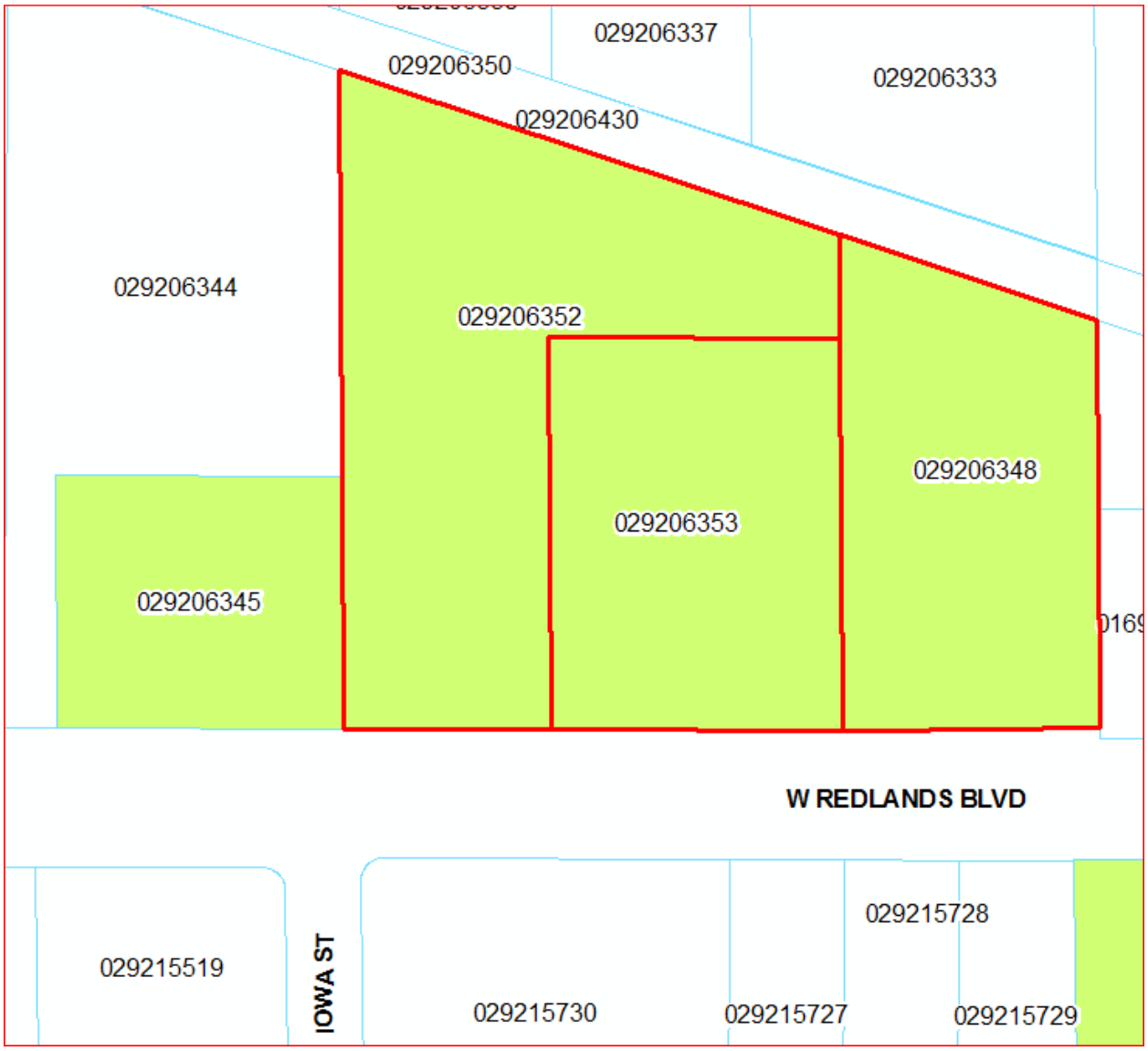
CRA 639

Annexation L10-C



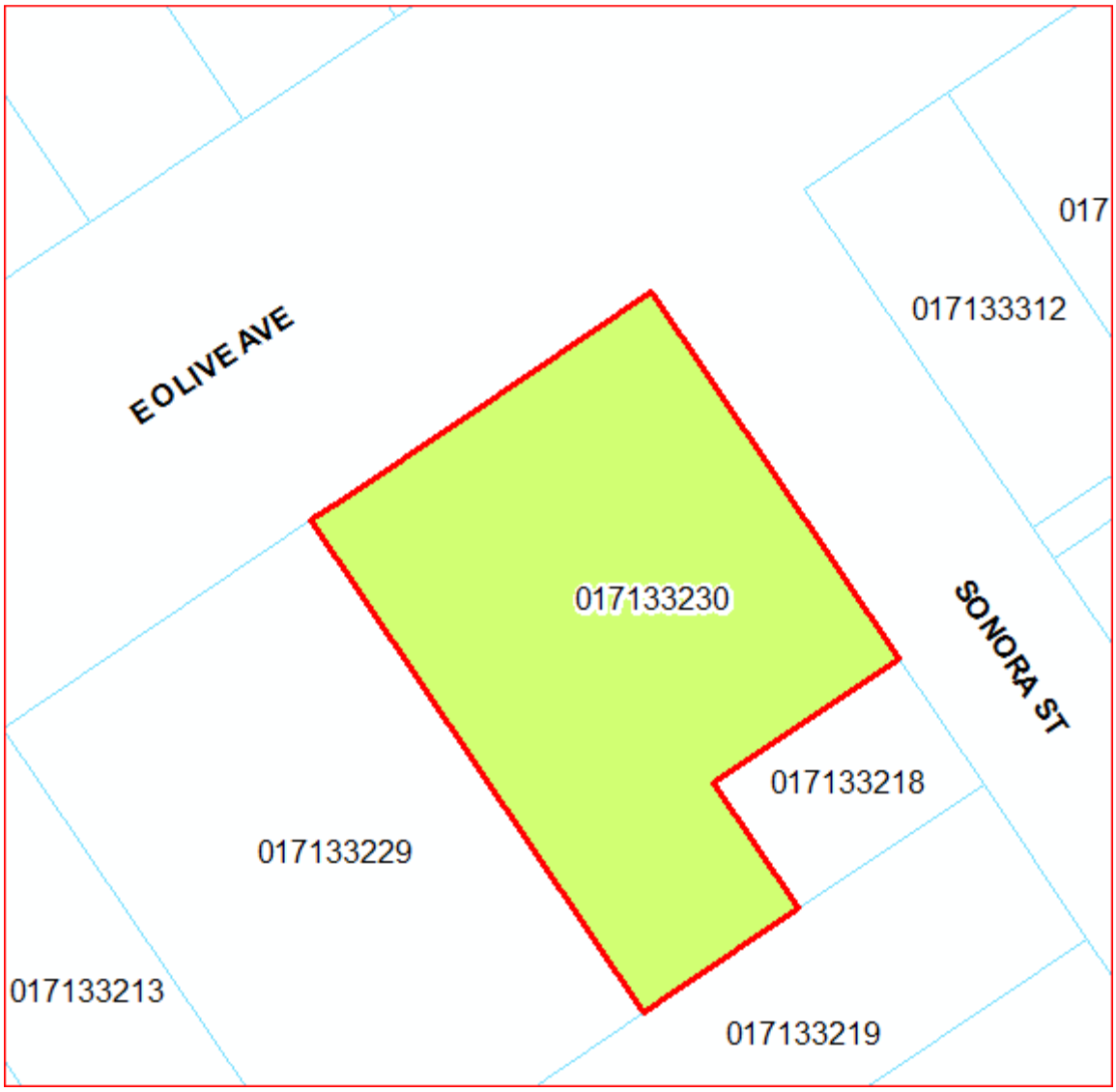
CRA 652

Annexation L10-D



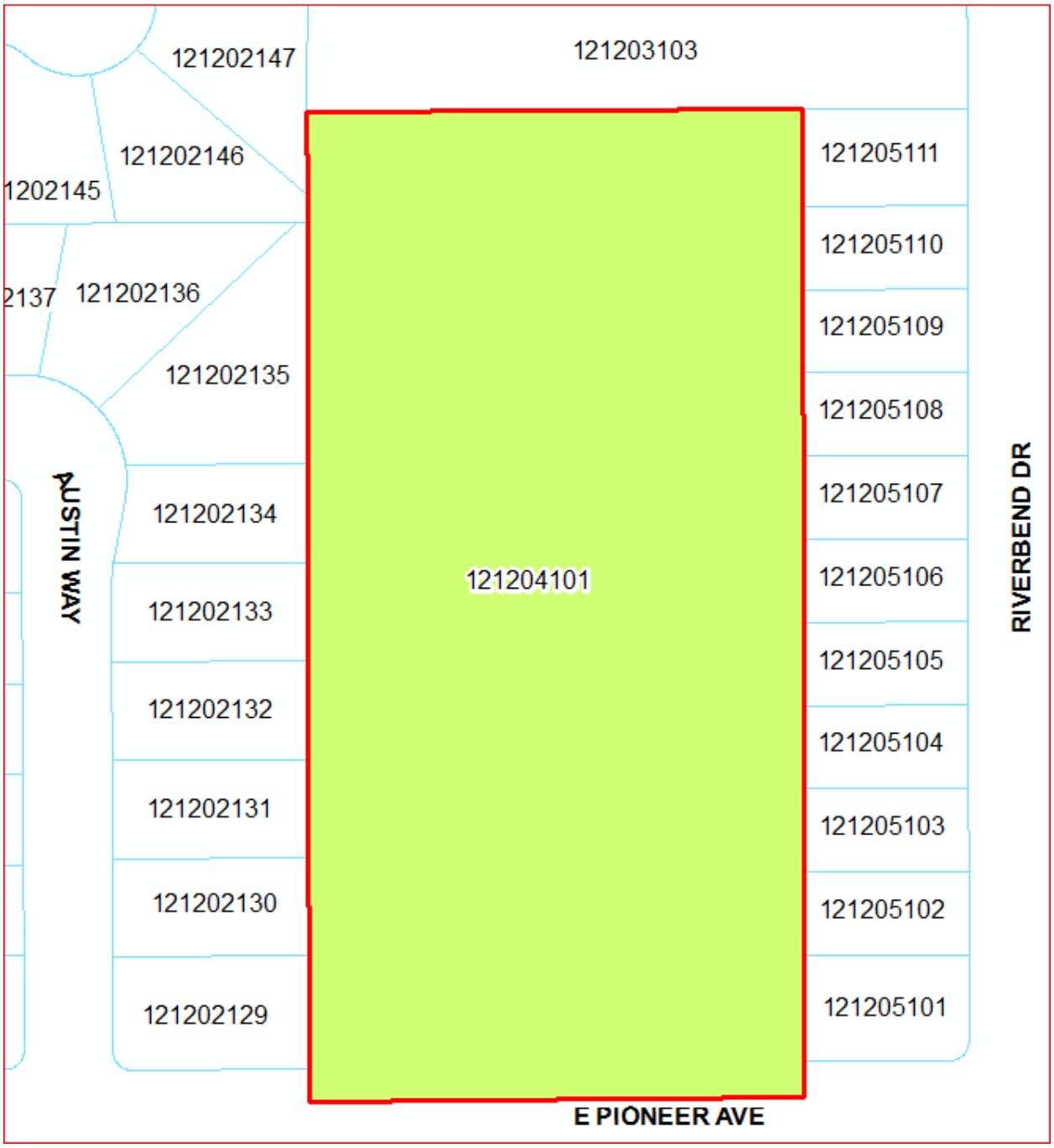
CUP 602

Annexation L10-E



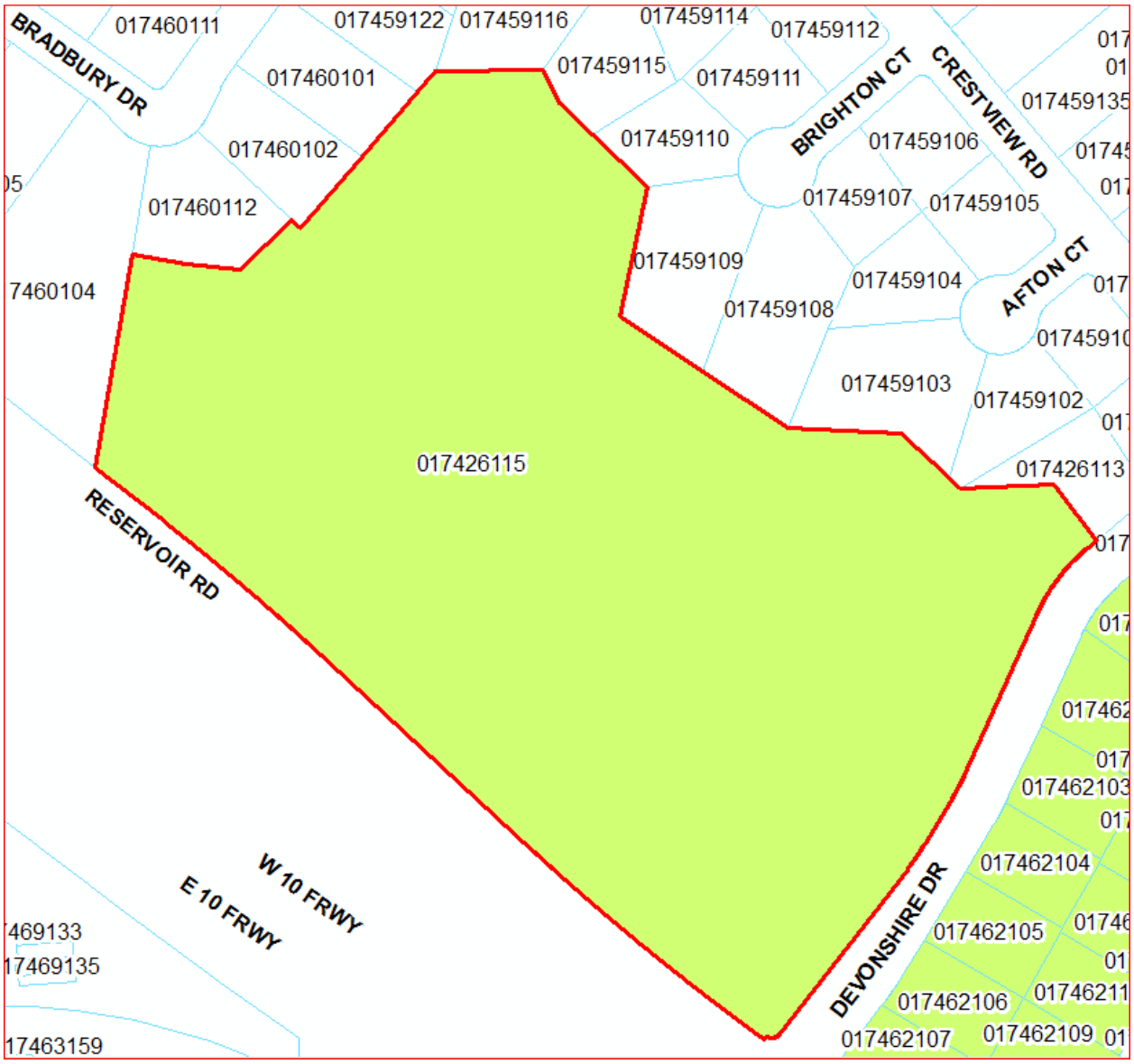
CUP 590

Annexation L10-F



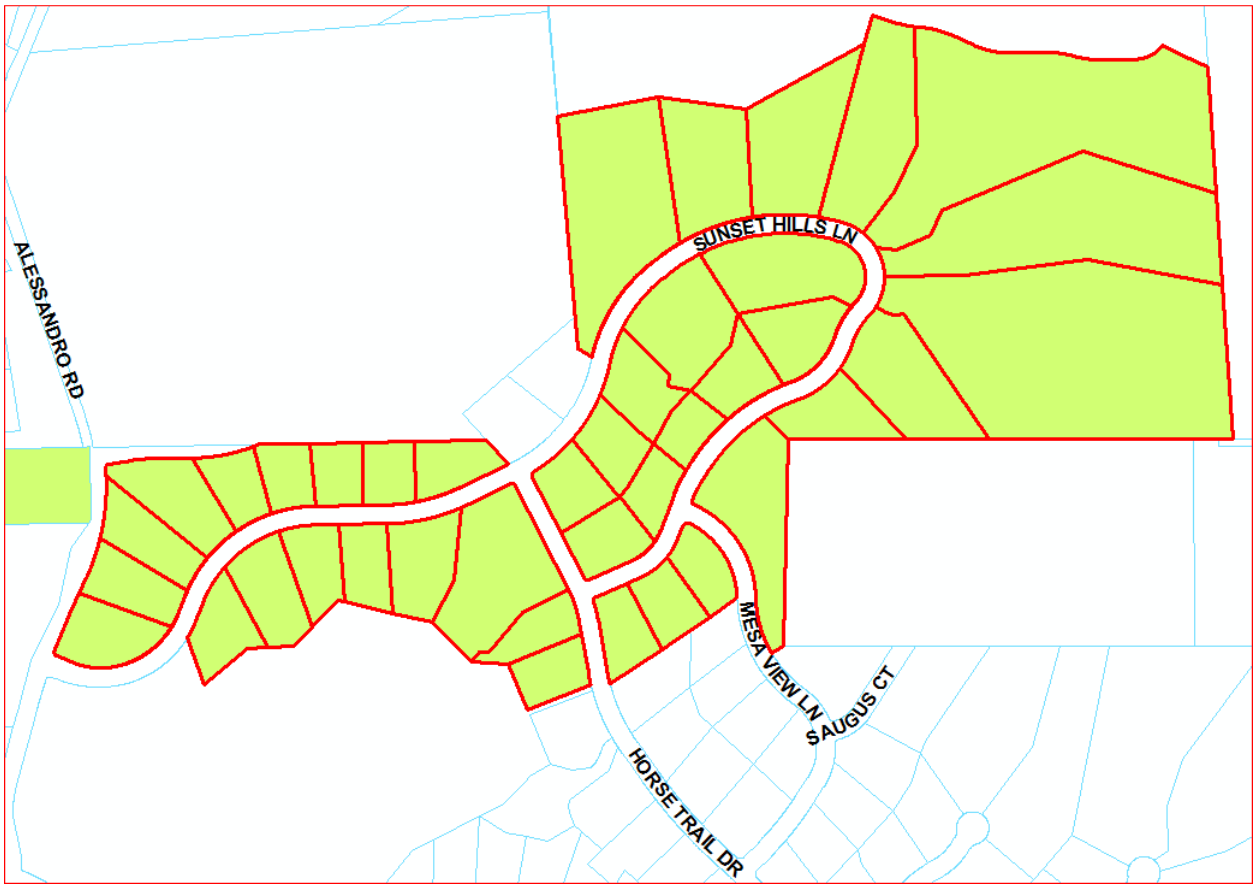
CUP 577

Annexation L10-G



CUP 541

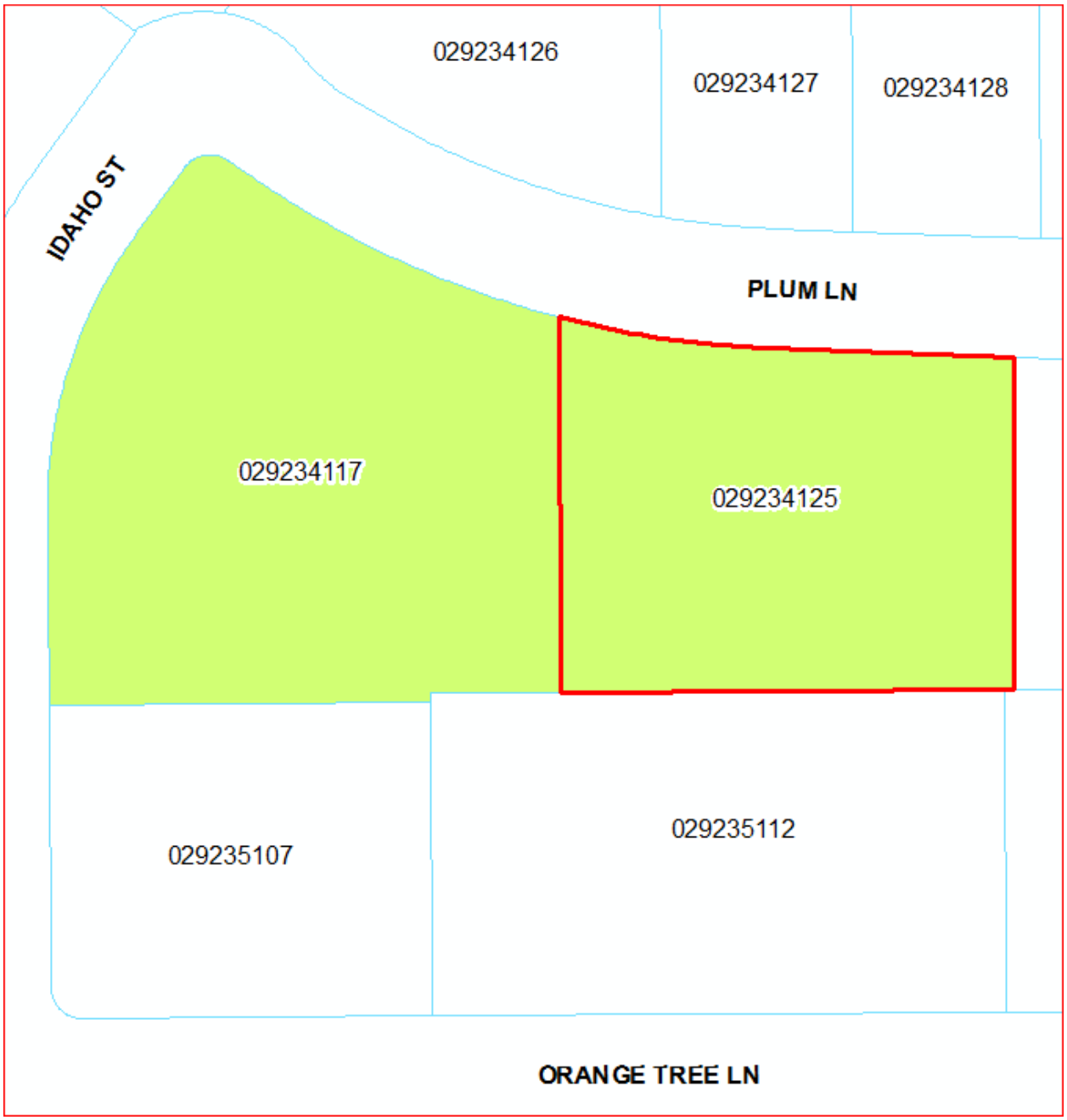
Annexation L10-H



Tract Map 14790-1

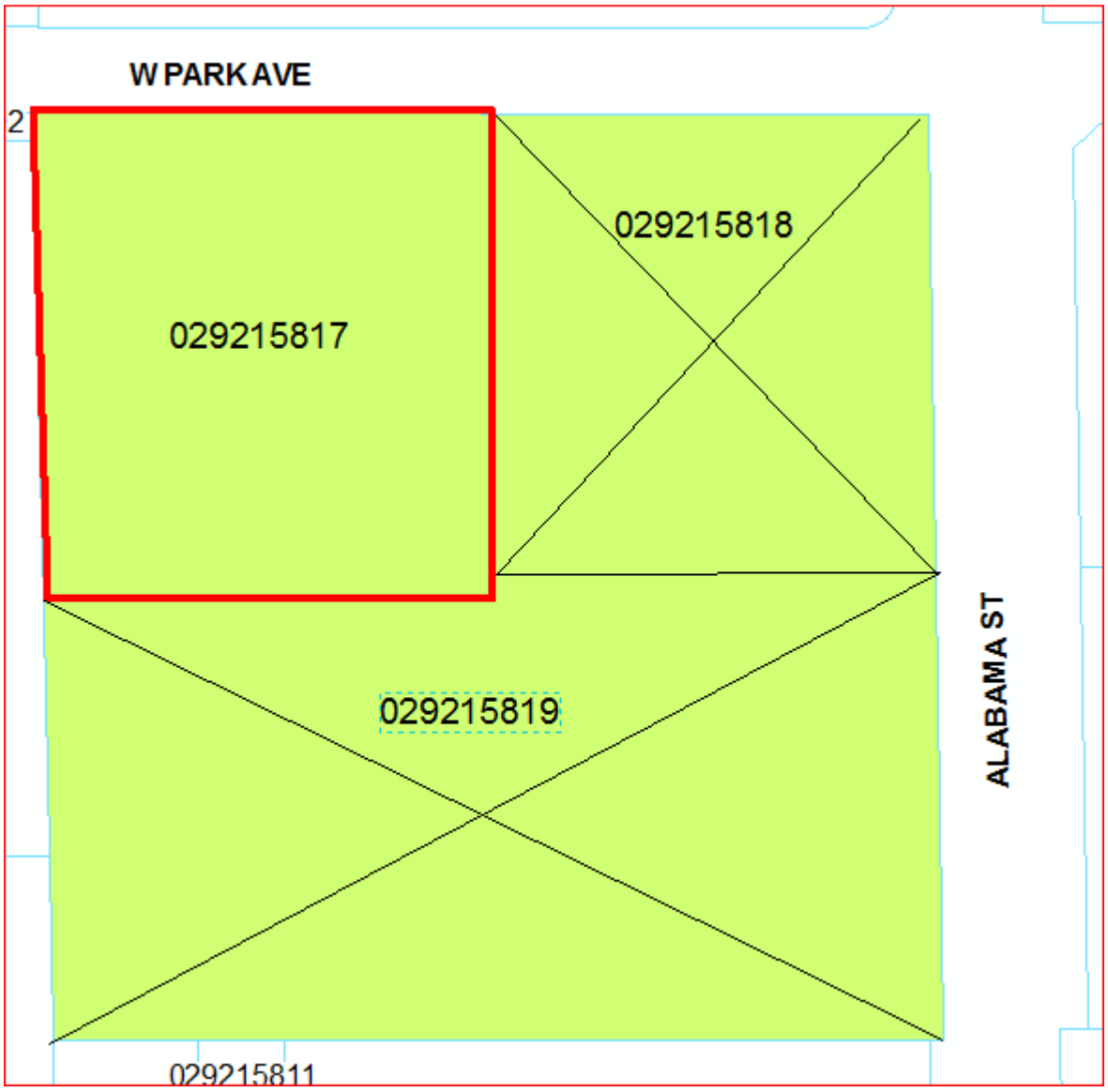
APN 0176-521-01 thru -13, APN 0176-521-18 thru -23
APN 0176-521-27 thru -32, APN 0176-531-01 thru -03
APN 0176-531-07 thru -09, APN 0176-531-12, -13, and -18
APN 0176-531-20 thru -22, APN 0176-531-24 thru -26

Annexation L11-A



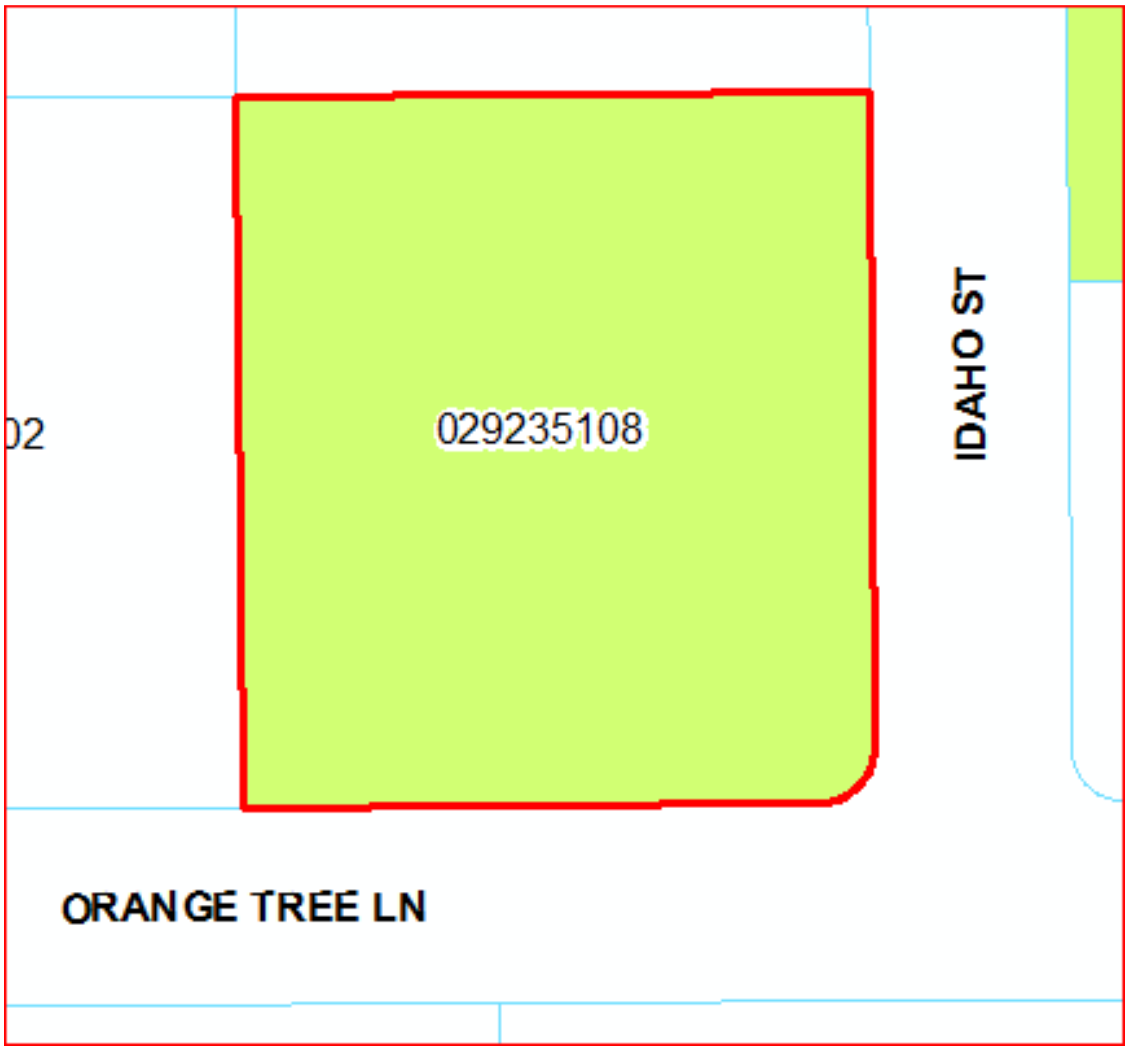
CRA 664

Annexation L11-B



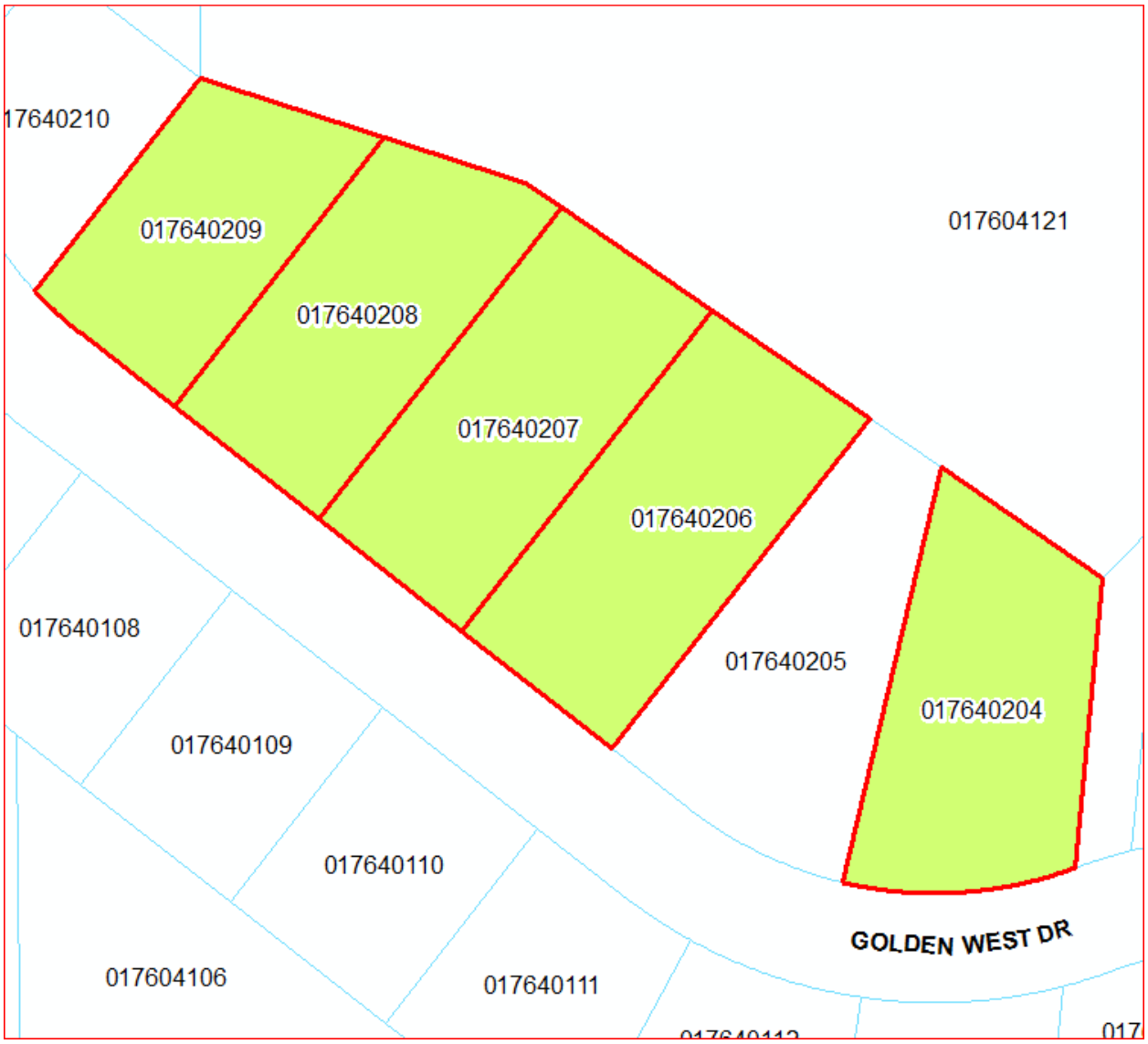
CRA 666

Annexation L11-C



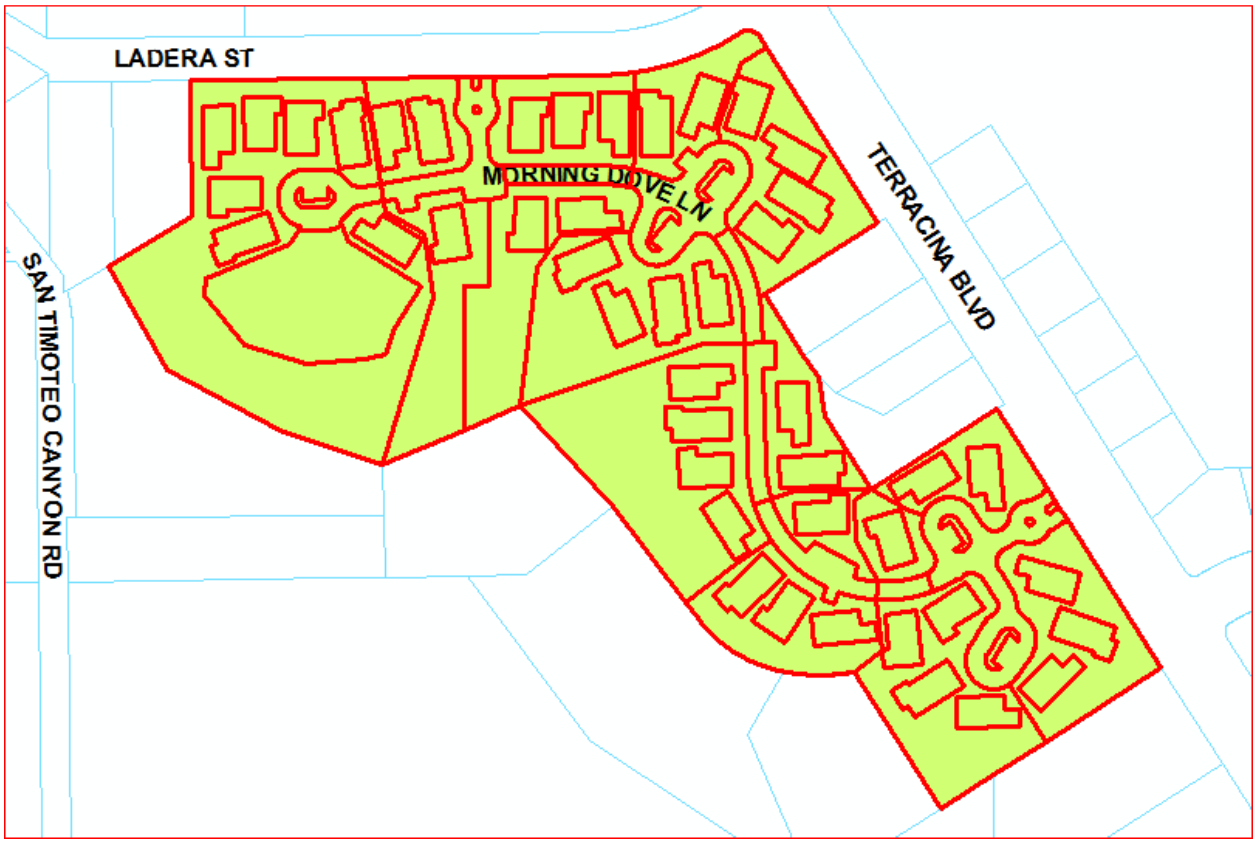
Tract 11535, Lot 36

Annexation L12-A, L12-B, L12-C, L12-D and L12-E



Annexation L12-A, APN 0176-402-09
Annexation L12-B, APN 0176-402-08
Annexation L12-C, APN 0176-402-07
Annexation L12-D, APN 0176-402-06
Annexation L12-E, APN 0176-402-04

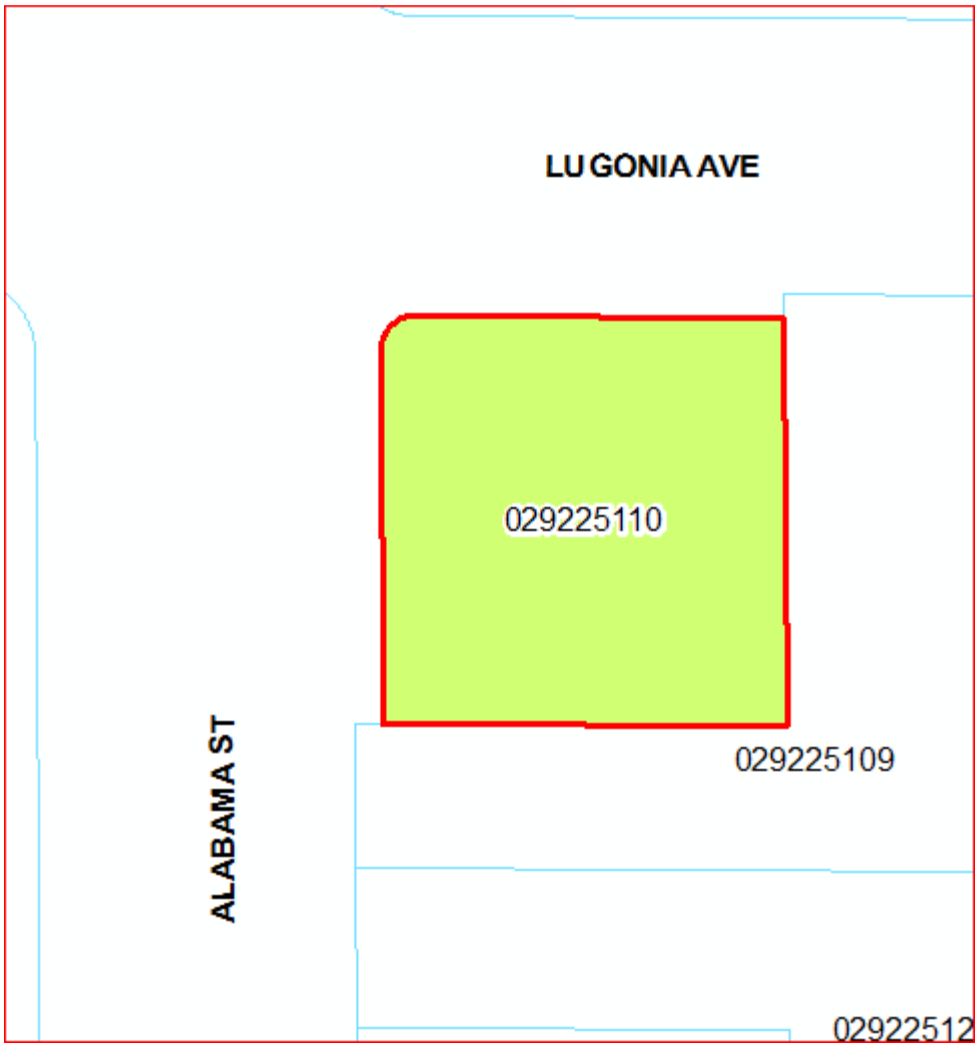
Annexation L12-F



Tract 15589

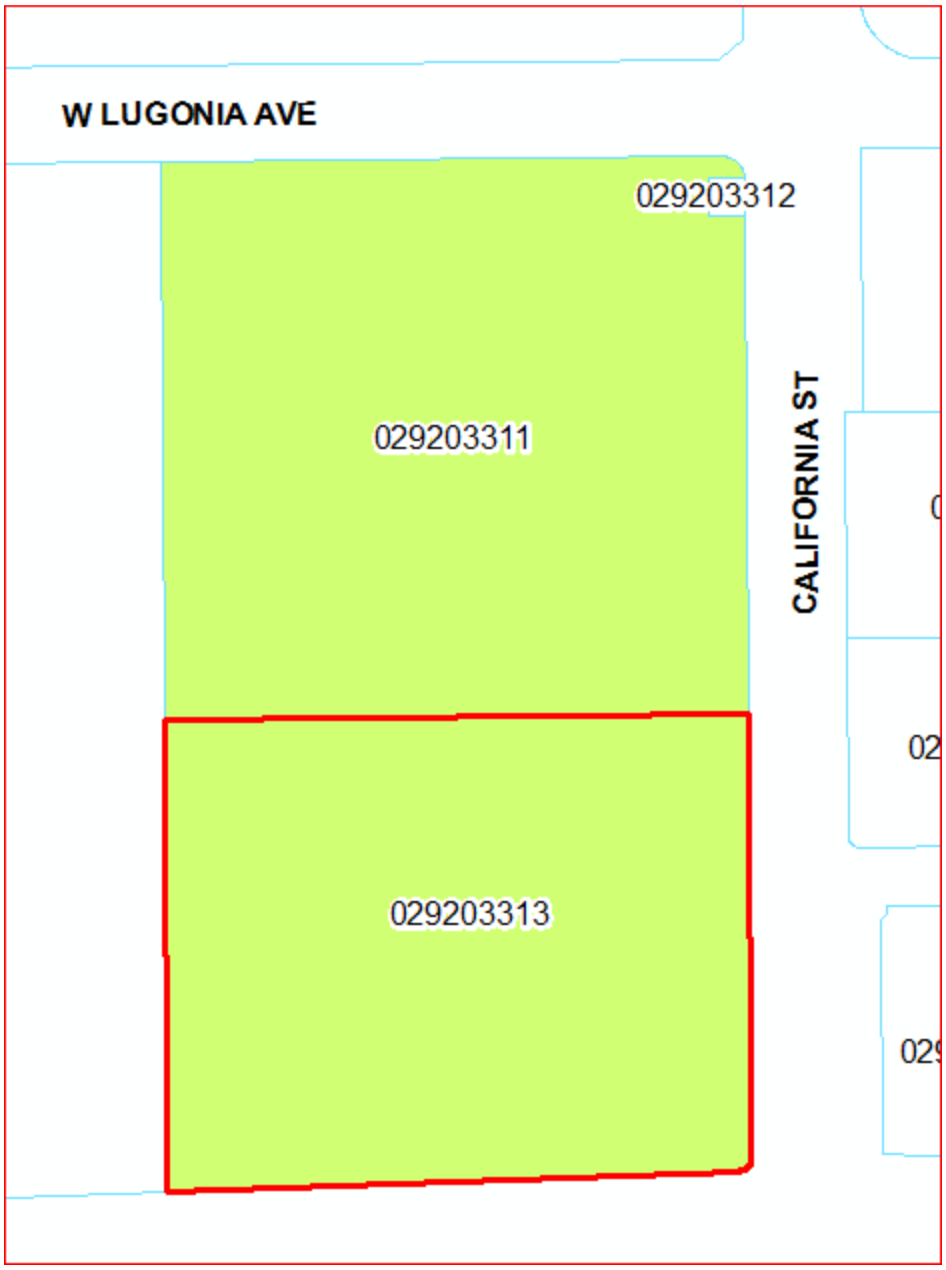
APN 0293-421-01 thru -45

Annexation L12-G



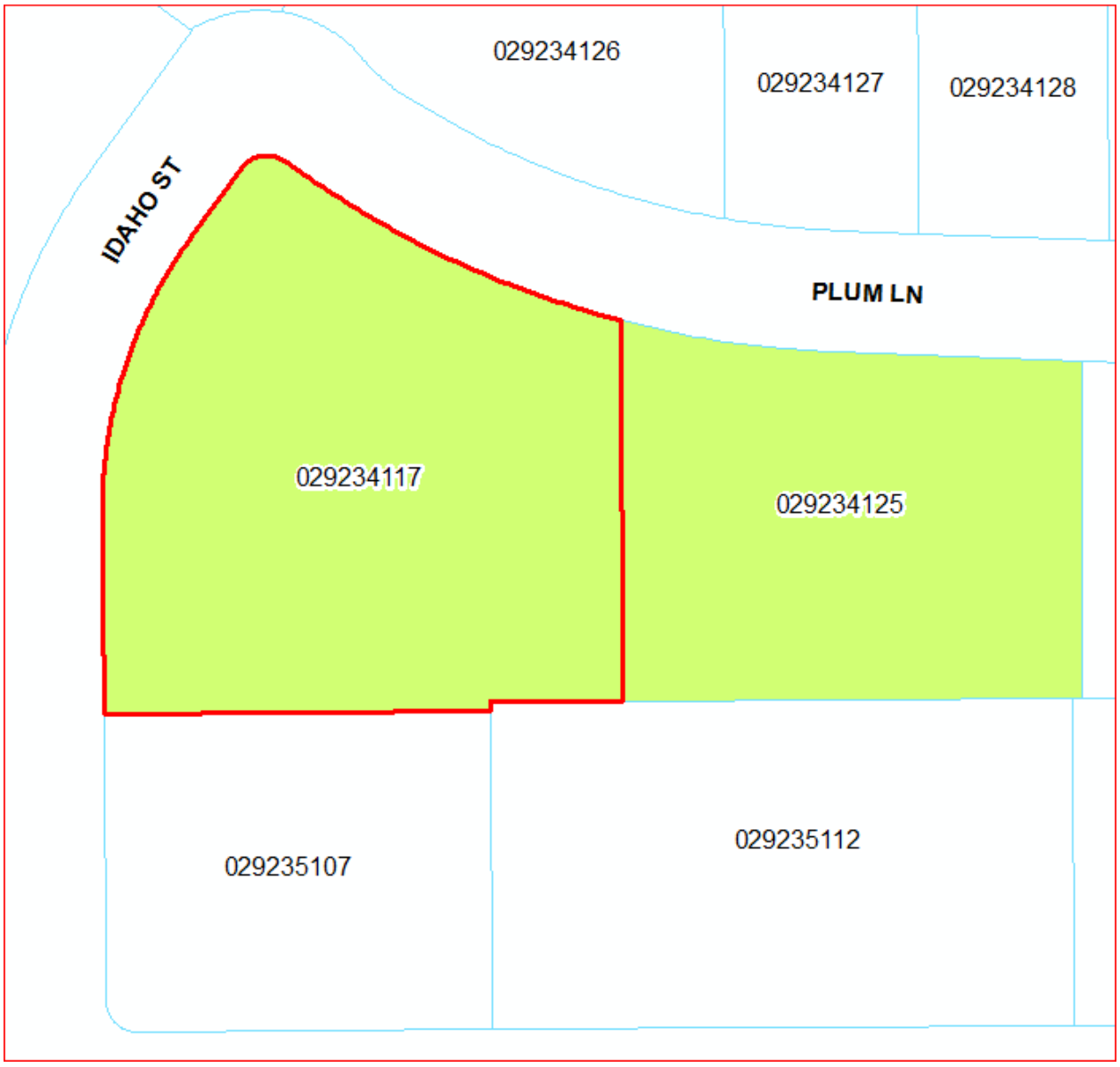
CUP 620

Annexation L12-H



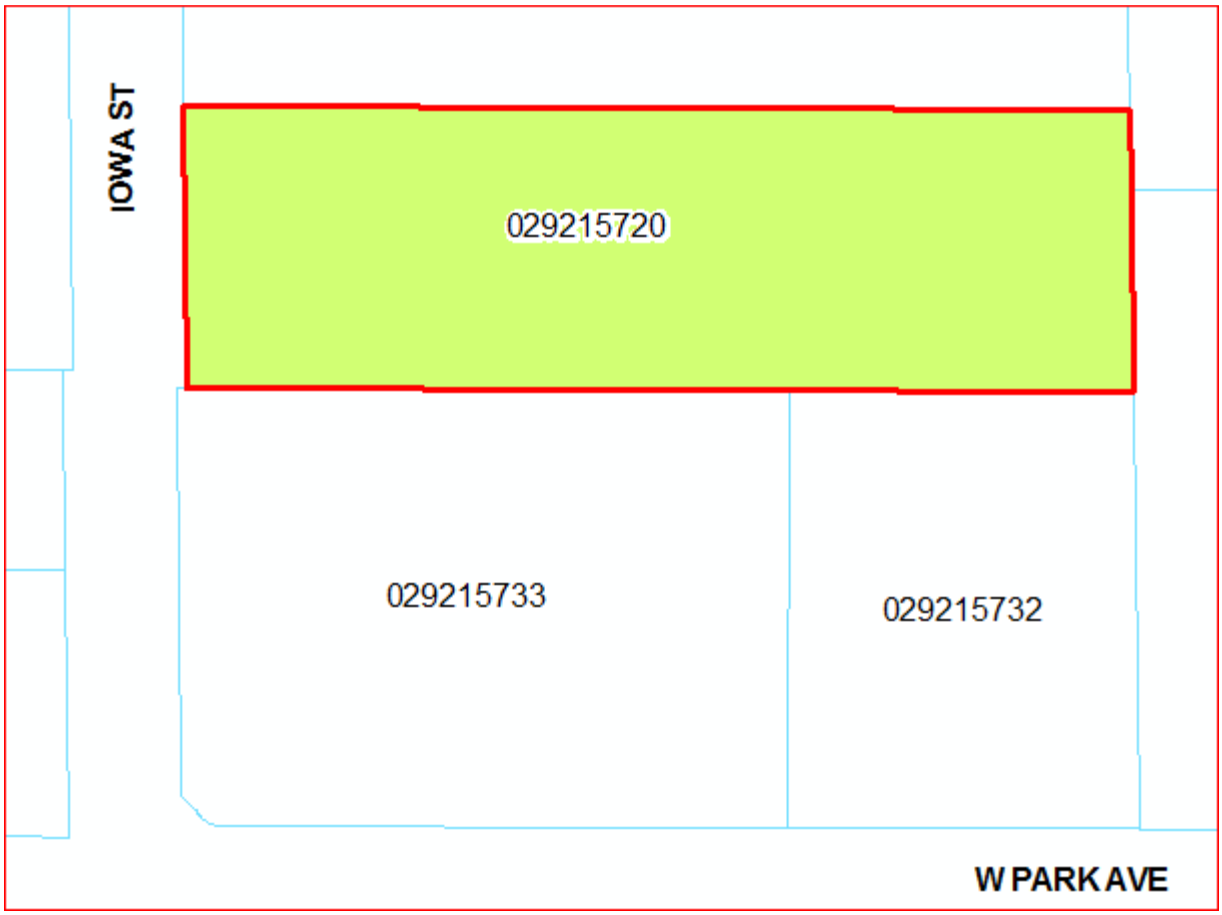
CUP 617

Annexation L12-I



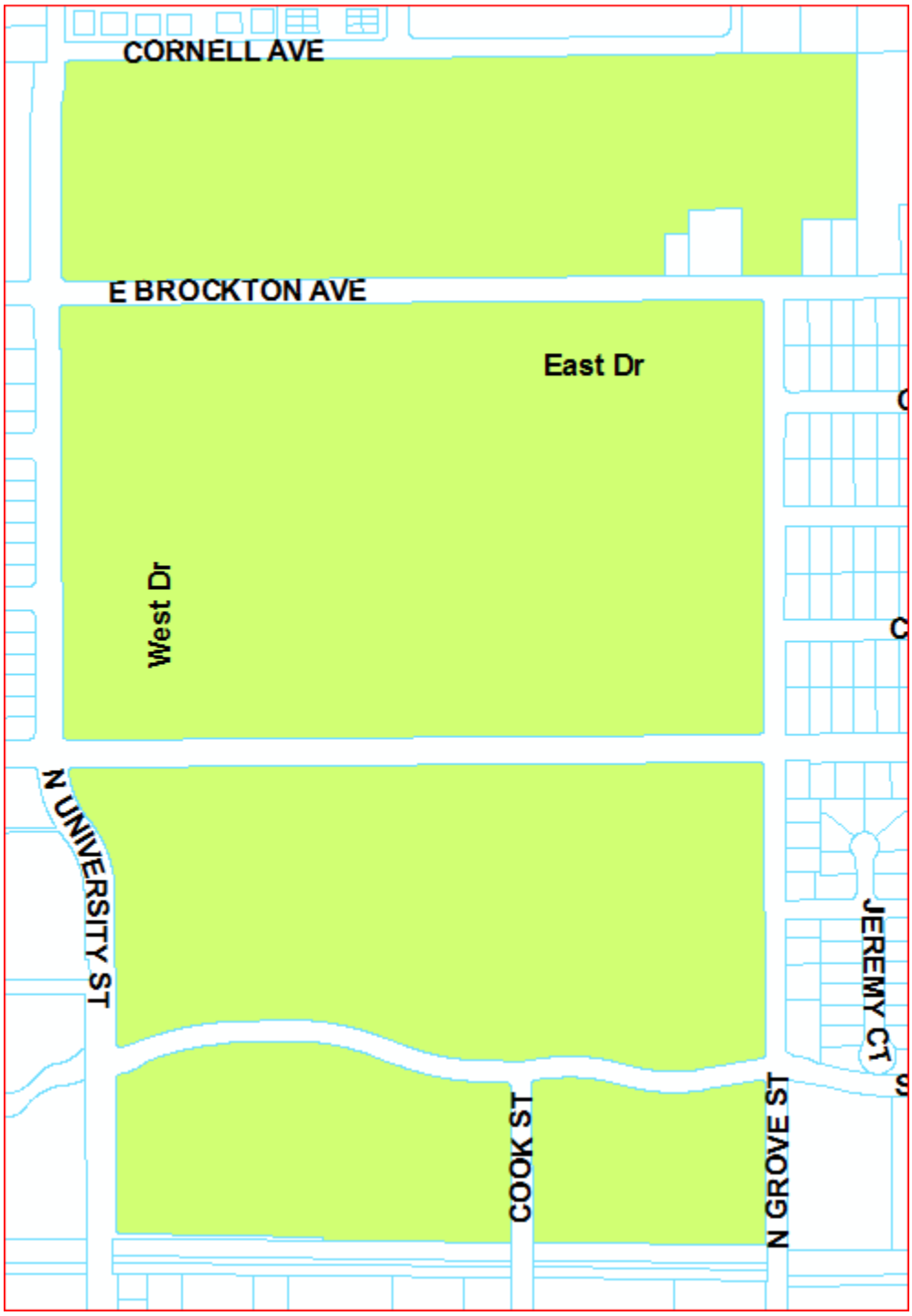
CRA 668

Annexation L12-J



CUP 670

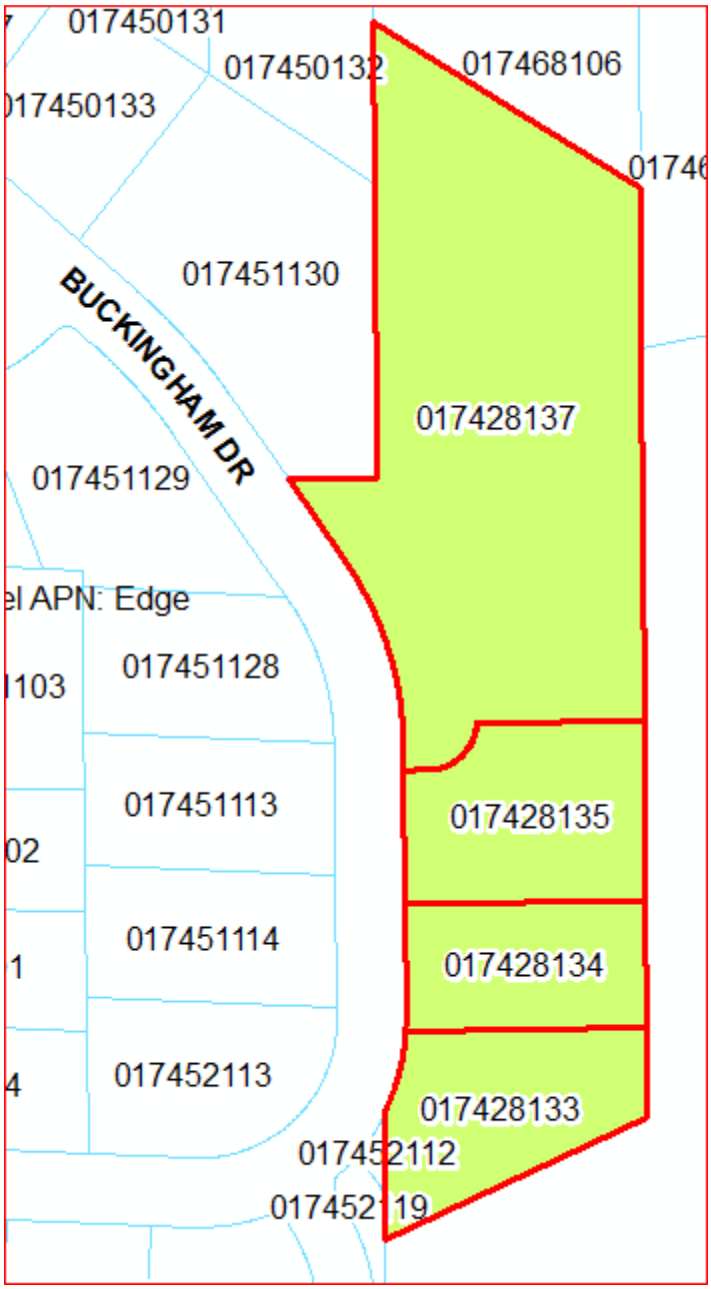
Annexation L12-K



MS 235

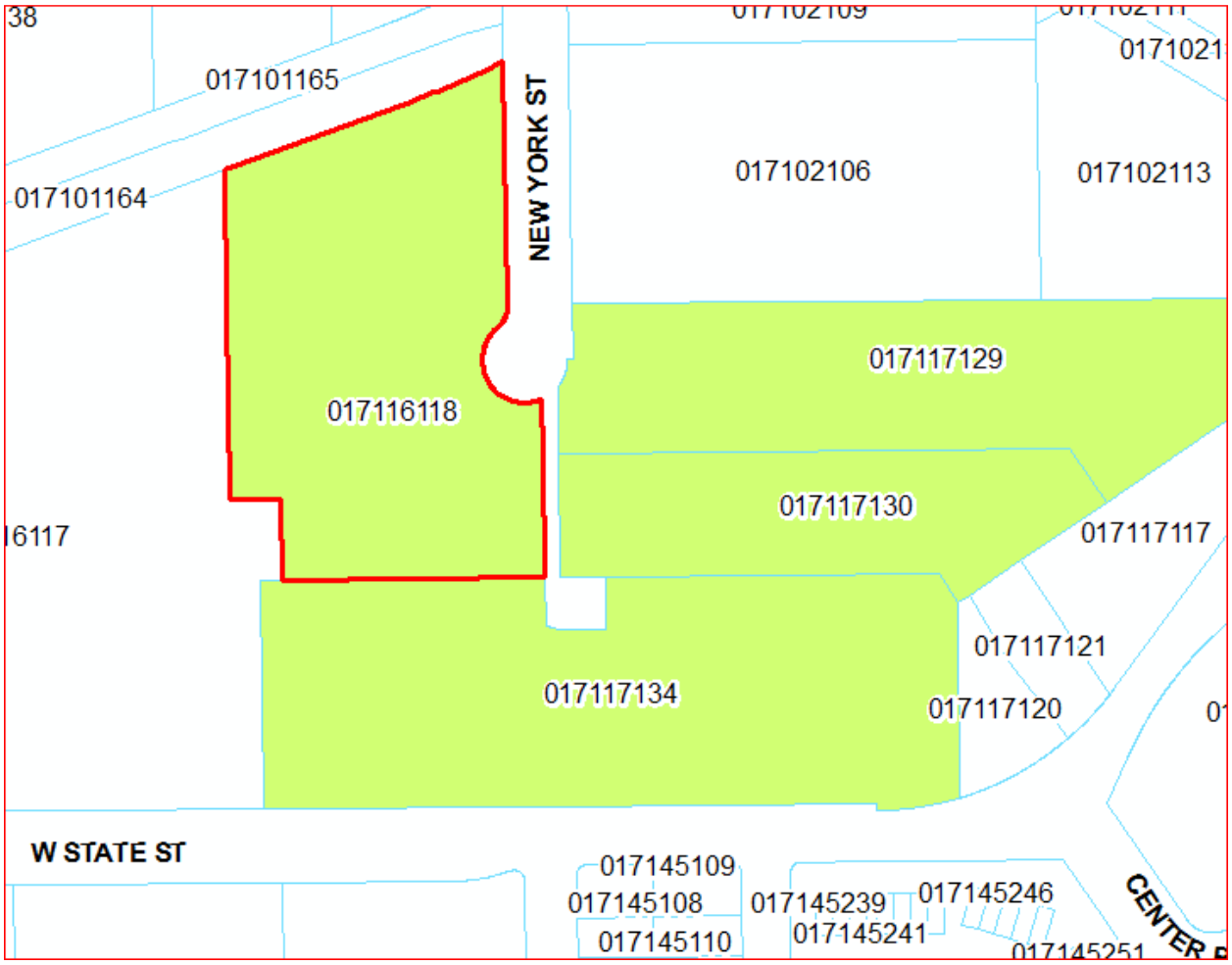
APN 0170-041-05, 0170-151-28, 0170-161-02, and 1212-431-02

Annexation L12-L



MS 221

Annexation L12-M



CRA 661

APPENDIX C

RESOLUTIONS

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CITY OF REDLANDS
LANDSCAPE MAINTENANCE DISTRICT NO. 1

APPENDIX C – RESOLUTIONS

Resolution No 8294 – Institute proceedings and appointment of engineer

Resolution No 8295 – Preliminary approval of engineer's report

Resolution No 8296 – Declaring intention to levy assessments

Resolution No 8297 – Confirming a diagram and assessments

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RESOLUTION NO. 8294

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS INSTITUTING PROCEEDINGS FOR THE CONTINUED LEVY OF ASSESSMENTS, APPOINTING AN ASSESSMENT ENGINEER, AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN THE MATTER OF STREET LIGHTING DISTRICT NO. 1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1

WHEREAS, the City Council of the City of Redlands (this "City Council") has determined that the public interest, convenience and necessity requires the installation, operation and maintenance of a street lighting system and other facilities as set forth in Section 22525 of the California Streets and Highways Code; and

WHEREAS, it has been determined by the City Council of the City of Redlands (this "City Council"), that the public interest, convenience and necessity requires the maintenance of landscaping as set forth in Section 22525 of the California Streets and Highways Code; and

WHEREAS, this City Council has formed Redlands' Street Lighting District No. 1 to pay the costs associated with the installation, operation and maintenance of such street lighting system and other facilities; and

WHEREAS, this City Council has formed Redlands' Landscape Maintenance District No. 1 to pay the costs for the maintenance such landscaping; and

WHEREAS, it is the desire of this City Council to initiate proceedings and order the preparation of an engineer's report to levy assessments for fiscal year 2022-2023 upon properties located within Street Lighting District No. 1 and Landscape Maintenance District No. 1; and

WHEREAS, this City Council further desires to appoint Redlands' Engineering Manager, Goutam Dobey, RCE No. 75646, as the "Assessment Engineer" for Street Lighting District No. 1 and Landscape Maintenance District No. 1;

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

Section 1. That the public interest, convenience and necessity requires the continued levy of assessments within Street Lighting District No. 1 for the purpose of installing, operating and maintaining street lights and associated facilities as authorized by Section 22620 of the California Streets and Highways Code and in compliance with Article XIIID, and Section 19 of Article XVI, of the California Constitution.

Section 2. That the public interest, convenience and necessity requires the continued levy of assessments within Landscape Maintenance District No. 1 for the purpose of maintaining landscaping and improvements as authorized by Section 22620 of the California Streets and

Highways Code and in compliance with the requirements of Article XIIID and Section 19 of Article XVI of the California Constitution.

Section 3. That the properties to be assessed for the installation, operation and maintenance of the street lighting facilities shall be those properties located within the boundaries of Street Lighting District No. 1.

Section 4. That the properties to be assessed for the maintenance and operation of the landscaping and improvements shall be those properties located within the boundaries of Landscape Maintenance District No. 1.

Section 5. That the proceedings for the continued levy of assessments within Street Lighting District No. 1 and Landscape Maintenance District No. 1 shall be conducted in accordance the with provisions of Division 15 of the California Streets and Highways Code (the Landscaping and Lighting Act of 1972) and in compliance with the requirements of Article XIIID, and Section 19 of Article XVI, of the California Constitution.

Section 6. That Redlands' Engineering Manager, Goutam Dobey, RCE No. 75646, having an office located at 35 Cajon Street, Suite 15A, Redlands, California, is hereby appointed "Assessment Engineer" and shall have the authority conferred upon the Assessment Engineer by the Landscaping and Lighting Act of 1972.

Section 7. That the Assessment Engineer is hereby ordered to prepare a report in accordance with the Landscaping and Lighting Act of 1972.

ADOPTED, SIGNED AND APPROVED this 3rd day of May, 2022.

_____

Paul T. Barich, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof, held on the 3rd day of May, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

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RESOLUTION NO. 8295

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS GIVING PRELIMINARY APPROVAL OF THE ENGINEER'S REPORTS FOR FISCAL YEAR 2022-2023 FOR STREET LIGHTING DISTRICT NO. 1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1

WHEREAS, the City Council of the City of Redlands (the "City Council") has heretofore determined that the public interest, convenience and necessity require the maintenance and operation of street lighting and appurtenant facilities, as set forth in Section 22525 of the Streets and Highways Code, within the incorporated boundaries of the City of Redlands; and

WHEREAS, the City Council has heretofore determined that the public interest, convenience and necessity require the maintenance of landscape and irrigation facilities set forth in Section 22525 of the Streets and Highways Code, State of California, within the incorporated boundaries of the City of Redlands; and

WHEREAS, Goutam Dobey, City of Redlands' Engineering Manager, 35 Cajon Street, Suite 15A, Redlands, California, has been appointed "Assessment Engineer" with all provisions of Part 2 of Division 15 of the Streets and Highways Code applicable to the Engineer being applied to the "Assessment Engineer;" and

WHEREAS, Sections 22622 and 22623 of the Streets and Highways Code require that an Engineer's Report be prepared and filed annually, specifying the assessments to be levied against the benefitting properties within the City's Street Lighting District No. 1 and Landscape Maintenance District No. 1; and

WHEREAS, the City of Redlands Engineering Manager, as the Assessment Engineer, has prepared and filed with the City Clerk reports in writing as required by the Landscaping and Lighting Act of 1972 and in compliance with Article XIIID of the California Constitution; and

WHEREAS, the City Council has duly considered said reports and each and every part thereof; and finds that each and every part of said reports is sufficient, and that no part of said reports requires modification in any respect;

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

Section 1. That the Engineer's estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said reports be, and each of them are hereby, preliminarily approved and confirmed.

Section 2. That the diagram showing the Street Lighting District No. 1 and Landscape Maintenance District No. 1 referred to and described in said reports, and the boundaries of the lots and parcels of land within such assessment district as the same existed at the time of passage of this resolution, are hereby preliminarily approved and confirmed.

Section 3. That the proposed assessment upon the properties in Street Lighting District No. 1 and Landscape Maintenance District No. 1, in proportion to the estimated benefit to be received by such properties, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 4. That said reports shall stand as the Engineer's Report for the purposes of all subsequent proceedings for Street Lighting District No. 1 and Landscape Maintenance District No. 1.

APPROVED AND ADOPTED this 7th day of June, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 7th day of June, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

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RESOLUTION NO. 8296

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN REDLANDS' STREET LIGHTING ASSESSMENT DISTRICT NO. 1 AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2021-2022 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, AND ESTABLISHING A TIME AND PLACE FOR PUBLIC HEARINGS FOR THE TWO DISTRICTS TO CONSIDER PROTESTS

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 (1) finds that the public interest and convenience requires, and (2) declares its intention to levy and collect, assessments against the lots and parcels of property within an existing assessment districts designated "Redlands' Street Lighting Assessment District No. 1 and Landscape Assessment District No. 1" (the "Districts") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act") for fiscal year 2022-2023, commencing July 1, 2022, and ending June 30, 2023, to pay for the costs and expenses of the improvements described in Section 3 hereof.

Section 2. Reference is hereby made to a map on file in the office of the City Clerk and open for public inspection for a description of the exterior boundaries of the Districts.

Section 3. The proposed improvements are briefly described as follows: The operation, maintenance and servicing of public within the District, including the operation, maintenance and servicing of public lighting facilities and landscaping, including safety lighting, traffic signals, trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, located along public roadways, streets and rights-of-way within the boundaries of the Districts. "Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the public lighting and landscaping facilities, and appurtenant facilities, including repair, removal or replacement of all or part of any of the public lighting and landscaping facilities, or appurtenant facilities. "Servicing" means the maintenance of any of the public lighting and landscaping facilities or appurtenant facilities, including the furnishing of electric current, energy or gas for the operation of any of the lighting facilities and the furnishing of water for the irrigation of any of the landscaping facilities.

Section 4. The assessments to be levied and collected against the assessable lots and parcels of property within the Districts for fiscal year 2022-2023 are not proposed to increase from the assessments levied and collected for fiscal year 1997-1998.

Section 5. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the Districts shall not be subject to assessment to be made under these proceedings to cover any of the costs and expenses of the improvements.

Section 6. All railroad, gas, water and electric utility rights-of-way are included within the Districts and shall be assessed in accordance with the benefits received from the improvements.

Section 7. Reference is hereby made to the Reports of the Engineer entitled "City of Redlands Street Lighting District No. 1 Engineer's Report for Fiscal Year 2022-2023" and "City of Redlands Landscape Maintenance District No. 1 Engineer's Report for Fiscal Year 2022-2023" on file in the office of the City Clerk for a full and detailed description of the improvements, the boundaries of the District and any zones therein and the proposed assessments upon assessable lots and parcels of land within the District.

Section 8. NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL APPOINTS TUESDAY, THE 21ST DAY OF JUNE, 2022, AT THE HOUR OF 6:00 P.M., OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS AT CITY HALL, CITY OF REDLANDS, 35 CAJON STREET, SUITE 2, REDLANDS, CALIFORNIA 92373, AS THE TIME AND PLACE FOR TWO PUBLIC HEARINGS TO CONSIDER PROTESTS OR OBJECTIONS TO THE LEVY OF THE PROPOSED ASSESSMENTS IN CONNECTION WITH THE DISTRICTS. All interested persons shall be afforded the opportunity to hear and be heard. Any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer thereof. The City Council shall consider all oral statements and all written protests made or filed by any interested person.

Section 9. The City Clerk is hereby authorized and directed to give notice of such hearing in accordance with law.

Section 10. The City Council hereby determines and declares that the proposed assessments constitute a continuation of assessments existing on the effective date of Article XIIID, that the assessments are imposed exclusively to finance the maintenance and operation expenses for streets and that the assessments are exempt from the requirements of Article XIIID, Section 4 of the California Constitution.

Section 11. The City Council hereby designates Goutam Dobey, Engineering Manager, telephone number (909) 798-7584 x2, to answer inquiries regarding the hearing, protest proceedings and procedural or technical matters.

ADOPTED, SIGNED AND APPROVED this 7th day of June, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certifies that the foregoing resolution was duly adopted by the City Council, at a regular meeting thereof, held on the 7th day of June, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

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RESOLUTION NO. 8277

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS CONFIRMING A DIAGRAM AND ASSESSMENT FOR THE 2022-2023 FISCAL YEAR IN CONNECTION WITH LANDSCAPE MAINTENANCE DISTRICT NO. 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

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

Section 1. Pursuant to its adoption of a prior resolution, the City Council of the City of Redlands initiated proceedings and declared its intention to levy an assessment against the assessable lots and parcels of property within an existing assessment district designated "Landscape Maintenance District No 1" (the District) pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") for the fiscal year commencing July 1, 2022, and ending June 30, 2023, and ordered the Engineering Manager, Goutam Dobey, to prepare and file a written report in accordance with Article 4 of Chapter 1 of the Act. The City Council, by prior resolution, approved such Engineer's Report.

Section 2. Following notice duly given in accordance with law, this City Council has held a full and fair public hearing regarding the Engineer's Report and the levy and collection of the proposed assessment within the District for fiscal year 2022-2023 to pay for the costs and expenses of the improvements described in the Engineer's Report pursuant to the terms and provisions of the Act. All interested persons were afforded the opportunity to hear, and be heard regarding, protests and objections to the levy and collection of the proposed assessment against lots or parcels of property within the District. The City Council considered all oral and written statements, protests and communications made or filed by interested persons.

Section 3. Based upon its review of the Engineer's Report and other reports and information, this City Council hereby finds and determines that (i) the land within the District will be benefited by the improvements described in the Engineer's Report (ii) the District includes all of the lands so benefited, and (iii) the net amount to be assessed upon the lands with the District for the 2022-2023 fiscal year in accordance with the Engineer's Report is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements. Any and all oral and written protests and objections are hereby overruled by the City Council.

Section 4. The City Council declares that the diagram and assessment in the Engineer's Report are hereby confirmed as filed.

Section 5. The City Council hereby orders the improvements described in the Engineer's Report to be made.

Section 6. The assessment is in compliance with the provisions of the Act and the City Council has complied with all law pertaining to the levy of an annual assessment pursuant to the Act.

Section 7. The assessments to be levied and collected against the assessable lots and parcels of property within the District for fiscal year 2022-2023 are not proposed to increase from the assessment levied and collected for fiscal year 1997-1998.

Section 8. The assessment is levied without regard to property valuation.

Section 9. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the District shall not be subject to assessment to be made under these proceedings to pay for any of the costs and expenses of the improvements.

Section 10. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Engineer's Report for fiscal year 2022-2023.

Section 11. The improvements described in the Engineer's Report shall be performed pursuant to law.

Section 12. The County Auditor of San Bernardino County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 13. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund for Landscape Maintenance District No. 1.

Section 14. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the fiscal year commencing July 1, 2022, and ending June 30, 2023.

Section 15. The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment, with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 16. A certified copy of the assessment and diagram shall be filed in the City's Municipal Utilities and Engineering Department, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

ADOPTED, SIGNED AND APPROVED this 21st day of June 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certifies that the foregoing resolution was adopted by the City Council, at a regular meeting thereof, held on the 21st day of June, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City of Redlands
Landscape Maintenance District No. 1 - Appendix D
Fiscal Year 2022/23
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	CHARGE
0167-231-19-0000	709 LUGONIA AVE	Annexation L4-D	$ 6.00
0167-231-20-0000	705 LUGONIA AVE	Annexation L4-D	$ 6.00
0167-231-21-0000	1237 LAWTON ST	Annexation L4-D	$ 6.00
0167-271-61-0000	1135 CHURCH ST	Annexation L6-D	$ 6.00
0167-802-01-0000	1575 N COLUMBIA ST	Original 1-B	$ 39.65
0167-802-02-0000	1571 N COLUMBIA ST	Original 1-B	$ 36.05
0167-802-03-0000	1567 COLUMBIA ST	Original 1-B	$ 36.05
0167-802-04-0000	1563 COLUMBIA ST	Original 1-B	$ 36.05
0167-802-05-0000	1558 WOODBURY ST	Original 1-B	$ 36.05
0167-802-06-0000	1562 WOODBURY	Original 1-B	$ 36.05
0167-802-07-0000	1566 WOODBURY	Original 1-B	$ 36.05
0167-802-08-0000	1570 WOODBURY	Original 1-B	$ 39.65
0167-803-01-0000	1569 WOODBURY	Original 1-B	$ 39.65
0167-803-02-0000	1565 WOODBURY	Original 1-B	$ 36.05
0167-803-03-0000	1561 WOODBURY	Original 1-B	$ 36.05
0167-803-04-0000	610 ELISE	Original 1-B	$ 36.05
0167-803-05-0000	618 ELISE	Original 1-B	$ 36.05
0167-803-06-0000	626 ELISE	Original 1-B	$ 36.05
0167-803-07-0000	634 ELISE ST	Original 1-B	$ 36.05
0167-803-08-0000	1568 VERMONT	Original 1-B	$ 36.05
0167-803-09-0000	1574 VERMONT	Original 1-B	$ 39.65
0167-804-01-0000	633 ELISE	Original 1-B	$ 36.05
0167-804-02-0000	625 ELISE	Original 1-B	$ 36.05
0167-804-03-0000	617 ELISE	Original 1-B	$ 36.05
0167-804-04-0000	609 ELISE	Original 1-B	$ 36.05
0167-804-05-0000	601 ELISE	Original 1-B	$ 36.05
0167-804-06-0000	525 ELISE	Original 1-B	$ 36.05
0167-804-07-0000	517 ELISE	Original 1-B	$ 36.05
0167-804-08-0000	509 ELISE	Original 1-B	$ 36.05
0167-804-09-0000	1555 COLUMBIA ST	Original 1-B	$ 36.05
0167-804-10-0000	1551 COLUMBIA ST	Original 1-B	$ 36.05
0167-804-11-0000	1547 COLUMBIA ST	Original 1-B	$ 36.05
0167-804-12-0000	1543 N COLUMBIA ST	Original 1-B	$ 36.05
0167-804-13-0000	1528 CANTERBURY CIR	Original 1-B	$ 36.05
0167-804-14-0000	1530 CANTERBURY CIR	Original 1-B	$ 36.05
0167-804-15-0000	1532 CANTERBURY CIR	Original 1-B	$ 36.05
0167-804-16-0000	1534 CANTERBURY CIR	Original 1-B	$ 36.05
0167-804-17-0000	1536 CANTERBURY CIR	Original 1-B	$ 36.05
0167-804-18-0000	1538 CANTERBURY CIR	Original 1-B	$ 36.05
0167-804-19-0000	1540 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-01-0000	1539 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-02-0000	1537 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-03-0000	1535 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-04-0000	1533 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-05-0000	1531 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-06-0000	1509 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-07-0000	1507 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-08-0000	1505 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-09-0000	1503 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-10-0000	1501 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-01-0000	1539 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-02-0000	1535 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-03-0000	1531 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-04-0000	1527 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-05-0000	1523 COLUMBIA ST	Original 1-B	$ 36.05

City of Redlands
Landscape Maintenance District No. 1 - Appendix D
Fiscal Year 2022/23
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	CHARGE
0167-824-06-0000	1519 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-07-0000	1515 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-08-0000	1511 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-09-0000	1507 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-10-0000	1503 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-11-0000	1501 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-12-0000	508 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-13-0000	512 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-14-0000	516 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-15-0000	520 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-16-0000	600 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-17-0000	602 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-18-0000	606 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-19-0000	610 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-20-0000	1500 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-21-0000	1502 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-22-0000	1504 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-23-0000	1506 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-24-0000	1508 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-25-0000	1510 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-26-0000	1512 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-27-0000	1514 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-28-0000	1516 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-29-0000	1518 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-30-0000	1520 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-31-0000	1522 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-32-0000	1524 CANTERBURY CIR	Original 1-B	$ 36.05
0167-851-39-0000	1832 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-40-0000	1828 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-41-0000	1824 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-42-0000	1820 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-43-0000	1816 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-44-0000	1812 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-45-0000	1808 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-46-0000	1804 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-47-0000	1800 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-48-0000	1835 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-49-0000	1831 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-50-0000	1827 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-51-0000	1823 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-52-0000	1819 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-53-0000	1815 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-54-0000	1811 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-55-0000	1807 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-56-0000	1803 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-37-0000	450 RIVERVIEW DR	Annexation L8-B	$ 6.00
0167-861-38-0000	1928 BROOKSTONE DR	Annexation L8-B	$ 6.00
0167-861-39-0000	1924 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-40-0000	1920 BROOKSTONE	Annexation L8-B	$ 6.00
0167-861-41-0000	1916 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-42-0000	1912 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-43-0000	1908 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-44-0000	1840 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-45-0000	1836 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-46-0000	1839 BROOKSTONE ST	Annexation L8-B	$ 6.00

City of Redlands
Landscape Maintenance District No. 1 - Appendix D
Fiscal Year 2022/23
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	CHARGE
0167-861-47-0000	1907 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-48-0000	1911 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-49-0000	1915 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-50-0000	1919 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-51-0000	1923 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-52-0000	1927 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-53-0000	410 RIVERVIEW DR	Annexation L8-B	$ 6.00
0167-861-54-0000	420 RIVERVIEW DR	Annexation L8-B	$ 6.00
0168-681-01-0000	1067 MENDICINO WY	Original 1-A	$ 62.09
0168-681-02-0000	1063 MENDICINO WY	Original 1-A	$ 62.09
0168-681-03-0000	1059 MENDICINO WY	Original 1-A	$ 62.09
0168-681-04-0000	1055 MENDICINO	Original 1-A	$ 62.09
0168-681-05-0000	1051 MENDICINO WY	Original 1-A	$ 62.09
0168-681-06-0000	1047 MENDOCINO	Original 1-A	$ 62.09
0168-681-07-0000	1043 MENDICINO WY	Original 1-A	$ 62.09
0168-681-08-0000	1039 MENDICINO	Original 1-A	$ 62.09
0168-681-09-0000	1035 MENDICINO	Original 1-A	$ 62.09
0168-681-10-0000	1756 MENDOCINO WY	Original 1-A	$ 62.09
0168-681-11-0000	1762 MENDOCINO WY	Original 1-A	$ 62.09
0168-681-12-0000	1768 MENDOCINO	Original 1-A	$ 62.09
0168-681-13-0000	1774 MENDICINO	Original 1-A	$ 62.09
0168-681-14-0000	1780 MENDICINO WY	Original 1-A	$ 62.09
0168-681-15-0000	1786 MENDICINO	Original 1-A	$ 62.09
0168-681-16-0000	1792 MENDOCINO	Original 1-A	$ 62.09
0168-681-17-0000	1798 MENDICINO	Original 1-A	$ 68.30
0168-681-18-0000	1008 ALPINE CT	Original 1-A	$ 68.30
0168-681-19-0000	1012 ALPINE	Original 1-A	$ 68.30
0168-681-20-0000	1016 ALPINE CT	Original 1-A	$ 68.30
0168-681-21-0000	1020 ALPINE	Original 1-A	$ 68.30
0168-681-22-0000	1024 ALPINE	Original 1-A	$ 68.30
0168-681-23-0000	1028 ALPINE CT	Original 1-A	$ 68.30
0168-681-24-0000	1032 ALPINE CT	Original 1-A	$ 68.30
0168-681-25-0000	1029 ALPINE CT	Original 1-A	$ 62.09
0168-681-26-0000	1025 ALPINE CT	Original 1-A	$ 62.09
0168-681-27-0000	1021 ALPINE ST	Original 1-A	$ 62.09
0168-681-28-0000	1017 ALPINE ST	Original 1-A	$ 62.09
0168-681-29-0000	1013 ALPINE	Original 1-A	$ 62.09
0168-681-30-0000	1009 ALPINE CT	Original 1-A	$ 62.09
0168-681-31-0000	1005 ALPINE CT	Original 1-A	$ 62.09
0168-681-32-0000	1042 MENDICINO WY	Original 1-A	$ 62.09
0168-681-33-0000	1046 MENDICINO	Original 1-A	$ 62.09
0168-681-34-0000	1050 MENDOCINO	Original 1-A	$ 62.09
0168-681-35-0000	1054 MENDICINO BLVD	Original 1-A	$ 62.09
0168-681-36-0000	1058 MENDICINO	Original 1-A	$ 62.09
0168-681-37-0000	1062 MENDICINO	Original 1-A	$ 62.09
0168-681-38-0000	1066 MENDICINO WY	Original 1-A	$ 62.09
0169-043-14-0000	506 W COLTON AVE	Annexation L7-D	$ 6.00
0169-053-12-0000	306 W COLTON AVE	Annexation L4-L	$ 6.00
0169-131-33-0000	507 LAWTON ST	Annexation L4-F	$ 6.00
0169-142-11-0000	511 W COLTON AVE	Annexation L4-I	$ 6.00
0169-182-02-0000		Annexation L4-O	$ 6.00
0169-182-03-0000	316 THE TERRACE	Annexation L4-O	$ 6.00
0169-182-04-0000		Annexation L4-O	$ 6.00
0169-212-17-0000	640 ORANGE ST	Annexation L4-X	$ 6.00
0169-212-18-0000	526 N ORANGE ST	Annexation L4-X	$ 6.00

City of Redlands
Landscape Maintenance District No. 1 - Appendix D
Fiscal Year 2022/23
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	CHARGE
0169-212-19-0000	500 N ORANGE ST	Annexation L4-X	$ 6.00
0169-212-20-0000	402-414 N ORANGE ST	Annexation L4-X	$ 6.00
0169-212-21-0000	418-450 N ORANGE ST	Annexation L4-X	$ 6.00
0169-212-22-0000	522 ORANGE ST	Annexation L4-X	$ 6.00
0169-212-23-0000	602 ORANGE ST	Annexation L4-X	$ 6.00
0169-212-24-0000	683 N 6TH ST	Annexation L4-X	$ 6.00
0169-212-25-0000	552 ORANGE ST	Annexation L4-X	$ 6.00
0169-212-26-0000	454-482 N ORANGE ST	Annexation L4-X	$ 6.00
0169-212-27-0000	411 N 6TH ST	Annexation L4-X	$ 6.00
0169-281-39-0000	347 ORANGE ST	Annexation L6-C	$ 6.00
0169-301-08-0000	E REDLANDS BLVD	Annexation L7-G	$ 6.00
0169-301-10-0000	21 E REDLANDS BLVD	Annexation L7-G	$ 6.00
0169-301-11-0000	170 E REDLANDS BLVD	Annexation L7-G	$ 6.00
0169-313-16-0000	304 7TH ST	Annexation L7-I	$ 6.00
0169-321-01-0000		Annexation L6-A	$ 6.00
0169-321-02-0000	304 N 9TH ST	Annexation L6-A	$ 6.00
0169-343-07-0000	1210 W COLTON AVE	Annexation L4-S	$ 6.00
0169-411-07-0000	1205 W COLTON AVE	Annexation L4-H	$ 6.00
0171-161-18-0000	371 NEW YORK	Annexation L12-M	$ 6.00
0171-171-34-0000	380 N NEW YORK ST	Annexation L4-R	$ 18.00
0171-202-30-0000	404 BROOKSIDE AVE	Annexation L7-C	$ 6.00
0171-202-33-0000	420 BROOKSIDE AVE	Annexation L8-C	$ 6.00
0171-203-13-0000	302 BROOKSIDE AVE	Annexation L9-B	$ 6.00
0171-331-04-0000	243 CAJON ST	Annexation L4-J	$ 6.00
0171-332-30-0000	124 E OLIVE AVE	Annexation L10-E	$ 6.00
0171-341-33-0000	612 REDLANDS BLVD	Annexation L6-J	$ 6.00
0171-383-19-0000	680 E REDLANDS BLVD	Annexation L4-E	$ 6.00
0171-383-20-0000	680 E REDLANDS BLVD	Annexation L4-E	$ 6.00
0172-031-49-0000	30 S CENTER ST	Annexation L4-M	$ 6.00
0172-301-14-0000	1515 W CYPRESS AVE	Annexation L7-A	$ 6.00
0172-301-15-0000	1513 W CYPRESS AVE	Annexation L7-A	$ 6.00
0172-301-16-0000	1511 W CYPRESS AVE	Annexation L7-A	$ 6.00
0172-301-17-0000	1517 W CYPRESS AVE	Annexation L7-A	$ 6.00
0173-052-31-0000	432 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-32-0000	430 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-33-0000	428 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-34-0000	426 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-35-0000	424 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-36-0000	422 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-37-0000	420 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-38-0000	418 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-39-0000	416 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-40-0000	412 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-41-0000	410 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-42-0000	457 LA VERNE	Annexation L6-I	$ 6.00
0173-062-01-0000	472 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-02-0000	470 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-03-0000	468 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-04-0000	466 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-05-0000	464 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-06-0000	462 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-07-0000	460 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-08-0000	458 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-09-0000	456 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-10-0000	454 SONORA CIR	Annexation L6-I	$ 6.00

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0173-062-11-0000	452 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-12-0000	450 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-13-0000	448 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-14-0000	446 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-15-0000	444 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-16-0000	442 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-17-0000	440 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-18-0000	438 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-19-0000	436 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-20-0000	434 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-21-0000	408 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-22-0000	406 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-23-0000	407 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-24-0000	473 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-25-0000	471 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-26-0000	469 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-27-0000	457 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-28-0000	455 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-29-0000	453 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-30-0000	451 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-31-0000	439 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-32-0000	437 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-33-0000	435 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-34-0000	431 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-35-0000	421 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-36-0000	423 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-37-0000	425 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-38-0000	427 SONORA CIR	Annexation L6-I	$ 6.00
0174-021-41-0000	1377 KNOLL RD	Annexation L8-E	$ 6.00
0174-021-42-0000	1379 KNOLL RD	Annexation L8-E	$ 6.00
0174-241-31-0000	1475 FORD ST	Annexation L5-D	$ 12.00
0174-261-15-0000	1551 RESERVOIR RD	Annexation L10-G	$ 6.00
0174-281-33-0000	BUCKINGHAM	Annexation L12-L	$ 6.00
0174-281-34-0000	BUCKINGHAM	Annexation L12-L	$ 6.00
0174-281-35-0000	BUCKINGHAM	Annexation L12-L	$ 6.00
0174-281-37-0000	731 BUCKINGHAM DR	Annexation L12-L	$ 6.00
0174-621-01-0000	751 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-02-0000	755 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-03-0000	759 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-04-0000	763 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-05-0000	767 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-06-0000	771 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-07-0000	775 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-08-0000	816 CONCORD	Annexation L2-A	$ 53.46
0174-621-09-0000	812 CONCORD	Annexation L2-A	$ 44.55
0174-621-10-0000	770 CONCORD	Annexation L2-A	$ 44.55
0174-621-11-0000	766 CONCORD	Annexation L2-A	$ 44.55
0174-621-12-0000	762 CONCORD	Annexation L2-A	$ 44.55
0174-621-13-0000	1609 SHEFFIELD	Annexation L2-A	$ 44.55
0174-621-14-0000	1613 SHEFFIELD	Annexation L2-A	$ 44.55
0174-621-15-0000	1617 SHEFFIELD	Annexation L2-A	$ 44.55
0174-621-16-0000	1621 SHEFFIELD	Annexation L2-A	$ 44.55
0174-621-17-0000	1625 SHEFFIELD	Annexation L2-A	$ 44.55
0174-621-18-0000	1629 SHEFFIELD	Annexation L2-A	$ 44.55
0174-621-19-0000	1633 SHEFFIELD	Annexation L2-A	$ 44.55

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0174-621-20-0000	1636 SHEFFIELD LN	Annexation L2-A	$ 44.55
0174-621-21-0000	1632 SHEFFIELD LN	Annexation L2-A	$ 44.55
0174-621-22-0000	1628 SHEFFIELD LN	Annexation L2-A	$ 44.55
0174-621-23-0000	801 LEXINGTON LN	Annexation L2-A	$ 44.55
0174-621-24-0000	805 LEXINGTON LN	Annexation L2-A	$ 44.55
0174-621-25-0000	809 LEXINGTON LN	Annexation L2-A	$ 44.55
0174-621-26-0000	813 LEXINGTON LN	Annexation L2-A	$ 53.46
0174-621-27-0000	812 LEXINGTON LN	Annexation L2-A	$ 53.46
0174-621-28-0000	808 LEXINGTON LN	Annexation L2-A	$ 44.55
0174-621-29-0000	804 LEXINGTON LN	Annexation L2-A	$ 44.55
0174-621-30-0000	800 LEXINGTON LN	Annexation L2-A	$ 44.55
0174-621-31-0000	1620 SHEFFIELD LN	Annexation L2-A	$ 44.55
0174-621-32-0000	1616 SHEFFIELD LN	Annexation L2-A	$ 44.55
0174-621-33-0000	769 CONCORD LN	Annexation L2-A	$ 44.55
0174-621-34-0000	811 CONCORD LN	Annexation L2-A	$ 44.55
0174-621-35-0000	815 CONCORD LN	Annexation L2-A	$ 53.46
0175-491-01-0000	1521 REBECCA CREST	Original 1-C	$ 1,572.77
0175-491-02-0000	REBECCA CREST	Original 1-C	$ 1,310.64
0175-491-03-0000	REBECCA CREST	Original 1-C	$ 1,310.64
0175-491-04-0000	1527 REBELLA CREST	Original 1-C	$ 1,310.64
0175-491-05-0000	1531 REBECCA CREST	Original 1-C	$ 1,310.64
0175-491-06-0000	1533 REBECCA CREST	Original 1-C	$ 1,310.64
0175-491-07-0000	1535 REBECCA CREST	Original 1-C	$ 1,310.64
0175-491-08-0000	1537 REBECCA CREST	Original 1-C	$ 1,310.64
0175-491-09-0000	1541 REBECCA CREST	Original 1-C	$ 1,572.77
0176-044-15-0000	605 VALLEY VIEW DR	Annexation L4-Q	$ 6.00
0176-402-04-0000	633 GOLDEN WEST DR	Annexation L12-E	$ 6.00
0176-402-06-0000	629 GOLDENWEST DR	Annexation L12-D	$ 6.00
0176-402-07-0000	627 GOLDEN WEST DR	Annexation L12-C	$ 6.00
0176-402-08-0000	GOLDEN WEST DR	Annexation L12-B	$ 6.00
0176-402-09-0000	623 GOLDEN WEST DR	Annexation L12-A	$ 6.00
0176-441-18-0000	1581 FRANKLIN AVE	Annexation L5-C	$ 78.37
0176-441-19-0000	1617 GARDEN ST	Annexation L5-C	$ 86.20
0176-441-20-0000	1613 GARDEN ST	Annexation L5-C	$ 86.20
0176-441-21-0000	1609 GARDEN ST	Annexation L5-C	$ 86.20
0176-441-22-0000	1583 FRANKLIN AVE	Annexation L5-C	$ 86.20
0176-441-23-0000	210 CANDY LN	Annexation L5-C	$ 78.37
0176-441-24-0000	226 CANDY LN	Annexation L5-C	$ 78.37
0176-441-25-0000	242 CANDY LN	Annexation L5-C	$ 78.37
0176-441-26-0000	250 CANDY LN	Annexation L5-C	$ 78.37
0176-441-27-0000	258 CANDY LN	Annexation L5-C	$ 78.37
0176-521-01-0000	1080 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-02-0000	1070 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-03-0000	1060 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-04-0000	1050 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-05-0000	1040 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-06-0000	1030 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-07-0000	1020 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-08-0000	1010 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-09-0000	1000 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-10-0000	912 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-11-0000	908 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-12-0000	904 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-13-0000	900 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-18-0000	1920 HORSE TRAIL DR	Annexation L10-H	$ 6.00

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0176-521-19-0000	1910 HORSE TRAIL DR	Annexation L10-H	$ 6.00
0176-521-20-0000	1900 HORSE TRAIL DR	Annexation L10-H	$ 6.00
0176-521-21-0000	1011 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-22-0000	1021 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-23-0000	1031 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-27-0000	1061 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-28-0000	1041 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-29-0000	907 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-30-0000	949 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-31-0000	901 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-32-0000	951 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-01-0000	948 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-02-0000	944 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-03-0000	940 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-07-0000	924 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-08-0000	920 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-09-0000	916 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-12-0000	921 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-13-0000	931 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-18-0000	911 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-20-0000	936 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-21-0000	928 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-22-0000	932 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-24-0000	915 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-25-0000	947 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-26-0000	945 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0292-032-39-0000	1251 RESEARCH DR	Annexation L3-A	$ 195.55
0292-032-40-0000	1115 RESEARCH DR	Annexation L3-A	$ 39.88
0292-032-41-0000	1110 RESEARCH DR	Annexation L3-A	$ 62.73
0292-032-42-0000	2351 LUGONIA AVE	Annexation L3-A	$ 301.84
0292-033-11-0000	1101 N CALIFORNIA ST	Annexation L4-C	$ 6.00
0292-033-13-0000	1101 N CALIFORNIA ST	Annexation L12-H	$ 6.00
0292-034-16-0000	941 CALIFORNIA ST	Annexation L4-N	$ 6.00
0292-063-45-0000	1720 W REDLANDS BLVD	Annexation L10-C	$ 6.00
0292-064-13-0000	2094 W REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-17-0000	2098 W REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-21-0000	2046 REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-22-0000	2072 W REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-23-0000	2070 W REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-24-0000	2050 REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-25-0000	2068 W REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-26-0000	2062 REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-27-0000	2052 REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-152-39-0000	2015 PARK AVE	Annexation L10-B	$ 6.00
0292-153-24-0000	1915 REDLANDS BLVD	Annexation L5-A	$ 6.00
0292-153-25-0000	1911 REDLANDS BLVD	Annexation L5-A	$ 6.00
0292-153-26-0000	721 NEVADA ST	Annexation L5-A	$ 6.00
0292-153-27-0000	721 NEVADA ST	Annexation L5-A	$ 6.00
0292-154-12-0000	1991 PARK AVE	Annexation L8-D	$ 6.00
0292-156-21-0000	1717 PARK AVE	Annexation L4-V	$ 6.00
0292-157-16-0000	1625 W REDLANDS BLVD	Annexation L9-A	$ 6.00
0292-157-20-0000	560 IOWA ST	Annexation L12-J	$ 6.00
0292-157-31-0000	1615 REDLANDS BLVD	Annexation L5-G	$ 6.00
0292-158-15-0000	ALABAMA ST	Annexation L11-B	$ 6.00
0292-165-15-0000	1890 ORANGE AVE	Annexation L6-F	$ 6.00

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0292-166-11-0000	1710 BARTON RD	Annexation L4-K	$ 6.00
0292-182-30-0000	614 ALABAMA ST	Annexation L4-T	$ 6.00
0292-182-31-0000	614 ALABAMA ST	Annexation L4-T	$ 6.00
0292-192-11-0000	301 TENNESSEE ST	Annexation L7-E	$ 6.00
0292-201-37-0000	141 KANSAS ST	Annexation L7-B	$ 6.00
0292-201-39-0000	125 KANSAS ST	Annexation L7-B	$ 6.00
0292-201-40-0000	210 BUSINESS CENTER CT	Annexation L7-B	$ 6.00
0292-202-17-0000	298 KANSAS ST	Annexation L10-A	$ 6.00
0292-202-18-0000	KANSAS ST	Annexation L10-A	$ 6.00
0292-251-10-0000	1280 ALABAMA ST	Annexation L12-G	$ 6.00
0292-310-07-0000	633 AMIGOS DR	Annexation L6-B	$ 6.00
0292-310-36-0000	617 AMIGOS DR	Annexation L7-F	$ 6.00
0292-321-10-0000	1981 W LUGONIA AVE	Annexation L4-G	$ 6.00
0292-331-15-0000	1910 ORANGE TREE LN	Annexation L5-E	$ 6.00
0292-331-16-0000	1902 ORANGE TREE LN	Annexation L5-E	$ 6.00
0292-341-17-0000	1751 PLUM LN	Annexation L12-I	$ 6.00
0292-341-24-0000	1711 PLUM LN	Annexation L11-A	$ 6.00
0292-341-25-0000	1741 PLUM LN	Annexation L11-A	$ 6.00
0292-351-08-0000	1806 ORANGE TREE LN	Annexation L11-C	$ 6.00
0292-381-08-0000	1653 PLUM LN	Annexation L6-G	$ 6.00
0292-441-11-0000	1230 INDIANA CT	Annexation L5-B	$ 6.00
0292-441-12-0000	1226 INDIANA CT	Annexation L5-B	$ 6.00
0292-441-13-0000	1222 INDIANA CT	Annexation L5-B	$ 6.00
0292-441-14-0000	1214 INDIANA CT	Annexation L5-B	$ 6.00
0292-441-15-0000	1210 INDIANA CT	Annexation L5-B	$ 6.00
0293-172-16-0000	1500 BARTON RD	Annexation L4-B	$ 27.00
0293-172-17-0000	1536 BARTON RD	Annexation L4-B	$ 27.00
0293-172-18-0000	1500 BARTON RD	Annexation L4-B	$ 6.00
0293-421-01-0000	1809 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-02-0000	1812 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-03-0000	1810 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-04-0000	1808 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-05-0000	1806 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-06-0000	1804 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-07-0000	1802 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-08-0000	1800 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-09-0000	1746 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-10-0000	1744 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-11-0000	1742 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-12-0000	1740 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-13-0000	1738 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-14-0000	1736 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-15-0000	1734 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-16-0000	1732 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-17-0000	1730 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-18-0000	1726 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-19-0000	1724 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-20-0000	1720 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-21-0000	1716 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-22-0000	1706 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-23-0000	1700 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-24-0000	1701 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-25-0000	1703 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-26-0000	1705 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-27-0000	1707 MORNING DOVE LN	Annexation L12-F	$ 6.00

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Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	CHARGE
0293-421-28-0000	1709 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-29-0000	1711 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-30-0000	1715 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-31-0000	1717 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-32-0000	1719 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-33-0000	1721 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-34-0000	1723 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-35-0000	1725 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-36-0000	1727 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-37-0000	1729 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-38-0000	1731 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-39-0000	1733 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-40-0000	1735 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-41-0000	1737 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-42-0000	1743 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-43-0000	1747 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-44-0000	1803 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-45-0000	1805 MORNING DOVE LN	Annexation L12-F	$ 6.00
0294-091-47-0000	SMILEY RIDGE	Annexation L5-F	$ 6.00
0294-091-48-0000	1821 SMILEY RIDGE	Annexation L5-F	$ 6.00
1212-041-01-0000	1021 E PIONEER AVE	Annexation L10-F	$ 6.00
1212-081-54-0000	1709 DEANNA	Annexation L1-B	$ 101.35
1212-081-55-0000	1711 DEANNA	Annexation L1-B	$ 101.35
1212-081-56-0000	1715 DEANNA	Annexation L1-B	$ 101.35
1212-081-57-0000	1719 DEANNA	Annexation L1-B	$ 101.35
1212-081-58-0000	1723 DEANNA	Annexation L1-B	$ 101.35
1212-081-59-0000	1727 DEANNA WY	Annexation L1-B	$ 101.35
1212-081-60-0000	1731 DEANNA	Annexation L1-B	$ 101.35
1212-081-61-0000	1712 DEANNA	Annexation L1-B	$ 101.35
1212-081-62-0000	1708 DEANNA	Annexation L1-B	$ 101.35
1212-141-01-0000	1009 DOYLE	Annexation L1-A	$ 92.57
1212-141-02-0000	1013 DOYLE	Annexation L1-A	$ 92.57
1212-141-03-0000	1017 DOYLE	Annexation L1-A	$ 92.57
1212-141-04-0000	1021 DOYLE	Annexation L1-A	$ 92.57
1212-141-05-0000	1025 DOYLE ST	Annexation L1-A	$ 92.57
1212-141-06-0000	1029 DOYLE	Annexation L1-A	$ 92.57
1212-141-07-0000	1033 DOYLE	Annexation L1-A	$ 92.57
1212-141-08-0000	1037 DOYLE AVE	Annexation L1-A	$ 92.57
1212-141-09-0000	1041 DOYLE	Annexation L1-A	$ 92.57
1212-141-10-0000	1045 DOYLE	Annexation L1-A	$ 92.57
1212-141-11-0000	1058 STICKNEY	Annexation L1-A	$ 92.57
1212-141-12-0000	1054 STICKNEY	Annexation L1-A	$ 92.57
1212-141-13-0000	1050 STICKNEY	Annexation L1-A	$ 92.57
1212-141-14-0000	1046 STICKNEY	Annexation L1-A	$ 92.57
1212-141-15-0000	1042 STICKNEY	Annexation L1-A	$ 92.57
1212-141-16-0000	1038 STICKNEY CIR	Annexation L1-A	$ 101.83
1212-141-17-0000	1034 STICKNEY	Annexation L1-A	$ 101.83
1212-141-18-0000	1030 STICKNEY DR	Annexation L1-A	$ 101.83
1212-141-19-0000	1026 STICKNEY CIR	Annexation L1-A	$ 101.83
1212-141-20-0000	1022 STICKNEY AVE	Annexation L1-A	$ 101.83
1212-141-21-0000	1018 STICKNEY	Annexation L1-A	$ 101.83
1212-141-22-0000	1014 STICKNEY	Annexation L1-A	$ 101.83
1212-141-23-0000	1010 STICKNEY	Annexation L1-A	$ 101.83
1212-141-24-0000	1006 STICKNEY	Annexation L1-A	$ 101.83
1212-141-25-0000	1007 STICKNEY	Annexation L1-A	$ 92.57

City of Redlands
Landscape Maintenance District No. 1 - Appendix D
Fiscal Year 2022/23
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	CHARGE
1212-141-26-0000	1011 STICKNEY	Annexation L1-A	$ 92.57
1212-141-27-0000	1015 STICKNEY	Annexation L1-A	$ 92.57
1212-141-28-0000	1019 STICKNEY	Annexation L1-A	$ 92.57
1212-141-29-0000	1023 STICKNEY	Annexation L1-A	$ 92.57
1212-141-30-0000	1027 STICKNEY	Annexation L1-A	$ 92.57
1212-141-31-0000	1031 STICKNEY	Annexation L1-A	$ 92.57
1212-141-32-0000	1032 DOYLE	Annexation L1-A	$ 92.57
1212-141-33-0000	1028 DOYLE	Annexation L1-A	$ 92.57
1212-141-34-0000	1024 DOYLE AVE	Annexation L1-A	$ 92.57
1212-141-35-0000	1020 DOYLE	Annexation L1-A	$ 92.57
1212-141-36-0000	1016 DOYLE	Annexation L1-A	$ 92.57
1212-141-37-0000	1012 DOYLE	Annexation L1-A	$ 92.57
1212-141-38-0000	1008 DOYLE	Annexation L1-A	$ 92.57
1212-141-39-0000	1601 DEANNA	Annexation L1-B	$ 111.48
1212-141-40-0000	1605 DEANNA	Annexation L1-B	$ 101.35
1212-141-41-0000	1609 DEANNA	Annexation L1-B	$ 101.35
1212-141-42-0000	1613 DEANNA	Annexation L1-B	$ 101.35
1212-141-43-0000	1617 DEANNA	Annexation L1-B	$ 101.35
1212-141-44-0000	1621 DEANNA	Annexation L1-B	$ 101.35
1212-141-45-0000	1625 DEANNA	Annexation L1-B	$ 101.35
1212-141-46-0000	1701 DEANNA	Annexation L1-B	$ 101.35
1212-141-47-0000	1705 DEANNA	Annexation L1-B	$ 101.35
1212-141-48-0000	1704 DEANNA WY	Annexation L1-B	$ 101.35
1212-141-49-0000	1700 DEANNA	Annexation L1-B	$ 101.35
1212-141-50-0000	1622 DEANNA	Annexation L1-B	$ 101.35
1212-141-51-0000	1618 DEANNA	Annexation L1-B	$ 101.35
1212-141-52-0000	1614 DEANNA	Annexation L1-B	$ 101.35
1212-141-53-0000	1606 DEANNA	Annexation L1-B	$ 101.35
1212-141-54-0000	1602 DEANNA	Annexation L1-B	$ 111.48
1212-191-60-0000	1572 GROVE ST	Annexation L4-W	$ 6.00
1212-191-61-0000	1588 GROVE ST	Annexation L4-W	$ 6.00
1212-191-62-0000	1564 GROVE ST	Annexation L4-W	$ 6.00
1212-191-63-0000	1560 GROVE ST	Annexation L4-W	$ 6.00
1212-191-64-0000	1556 GROVE ST	Annexation L4-W	$ 6.00
1212-191-65-0000	1552 GROVE ST	Annexation L4-W	$ 6.00
1212-191-66-0000	1548 GROVE ST	Annexation L4-W	$ 6.00
1212-191-67-0000	1544 GROVE ST	Annexation L4-W	$ 6.00
1212-191-68-0000	1540 GROVE ST	Annexation L4-W	$ 6.00
1212-191-69-0000	1536 GROVE ST	Annexation L4-W	$ 6.00
1212-191-70-0000	1541 KELLY AVE	Annexation L4-W	$ 6.00
1212-191-71-0000	1545 KELLY AVE	Annexation L4-W	$ 6.00
1212-191-72-0000	1549 KELLY AVE	Annexation L4-W	$ 6.00
1212-191-73-0000	1553 KELLY AVE	Annexation L4-W	$ 6.00
1212-191-74-0000	1557 KELLY AVE	Annexation L4-W	$ 6.00
1212-191-75-0000	1561 KELLY ST	Annexation L4-W	$ 6.00
1212-191-76-0000	1565 KELLY ST	Annexation L4-W	$ 6.00
1212-191-77-0000	1569 KELLY ST	Annexation L4-W	$ 6.00
1212-191-78-0000	1573 KELLY ST	Annexation L4-W	$ 6.00
1212-191-79-0000	1577 KELLY ST	Annexation L4-W	$ 6.00
1212-201-01-0000	1572 NELSON ST	Annexation L6-E	$ 6.00
1212-201-02-0000	1568 NELSON ST	Annexation L6-E	$ 6.00
1212-201-03-0000	1560 NELSON ST	Annexation L6-E	$ 6.00
1212-201-04-0000	1556 NELSON ST	Annexation L6-E	$ 6.00
1212-201-05-0000	1552 NELSON ST	Annexation L6-E	$ 6.00
1212-201-06-0000	1548 NELSON ST	Annexation L6-E	$ 6.00

City of Redlands
Landscape Maintenance District No. 1 - Appendix D
Fiscal Year 2022/23
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	CHARGE
1212-201-07-0000	1540 NELSON ST	Annexation L6-E	$ 6.00
1212-201-08-0000	1536 NELSON ST	Annexation L6-E	$ 6.00
1212-201-09-0000	1528 NELSON ST	Annexation L6-E	$ 6.00
1212-201-10-0000	1524 NELSON ST	Annexation L6-E	$ 6.00
1212-201-11-0000	1520 NELSON ST	Annexation L6-E	$ 6.00
1212-201-12-0000	1346 PARADISE WY	Annexation L6-E	$ 6.00
1212-201-13-0000	1343 PENNSYLVANIA AVE	Annexation L6-E	$ 6.00
1212-201-14-0000	1349 PENNSYLVANIA AVE	Annexation L6-E	$ 6.00
1212-201-15-0000	1350 PARADISE WY	Annexation L6-E	$ 6.00
1212-201-16-0000	1354 PARADISE WY	Annexation L6-E	$ 6.00
1212-201-17-0000	1521 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-18-0000	1525 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-19-0000	1529 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-20-0000	1533 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-21-0000	1537 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-22-0000	1541 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-23-0000	1545 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-24-0000	1549 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-25-0000	1553 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-26-0000	1557 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-27-0000	1561 MORIARTY ST	Annexation L6-E	$ 6.00

Summary Fields	Value
APN total count:	571
CHARGE total sum:	$ 28,784.34

APPENDIX D

ASSESSMENT ROLL

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CITY OF REDLANDS
STREET LIGHTING DISTRICT NO. 1
ENGINEER'S REPORT
FOR FISCAL YEAR 2022-2023

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

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ENGINEER'S REPORT AFFIDAVIT

Street Lighting District No. 1

City of Redlands
San Bernardino County, State of California

This Report describes the Street Lighting District No. 1 ("District") and services therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2022-2023 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the San Bernardino County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 1st day of June, 2022

By: _____

Goutam Dobey
Engineering Manager
R.C.E # 75646

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AUTHORITY FOR REPORT

This report is prepared by order of the City Council of the City of Redlands, California (City). This report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3 of Division 15 of the Streets and Highway Code of the State of California (Landscape and Lighting Act of 1972) and Article XIIID of the California Constitution.

I. GENERAL DESCRIPTION

The City Council of the City of Redlands, California has heretofore elected to form Street Lighting District No. 1 (District) and annexed territories to said District. The boundaries of said District and annexations thereto are entitled "Assessment Diagram of Street Lighting District No. 1," and are on file in the office of the City Clerk of the City of Redlands.

II. PLANS AND SPECIFICATIONS

All street lights are or will be owned by the City and are provided electrical services by Southern California Edison Company (SCE).

Reference is hereby made to the subject tract or parcel maps and assessment diagrams for the exact location of the parcels covered by the District. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

III. IMPROVEMENTS

The Landscaping and Lighting Act of 1972 allows the confirmation of benefit assessments for the construction of improvements in addition to maintenance and operation of existing facilities. Assessments will not be levied under the District to fund the installation of street lights during FY2022-2023. Therefore, this report does not include any proposed benefit assessments for the installation of improvements for FY2022-2023.

IV. ASSESSMENT DIAGRAM

The assessment District locations for the Original District and subsequent Annexations shown as Appendix B thereto have been prepared. The assessment diagrams by reference are hereby made a part of this report. The original diagram document used in prior Engineer's Reports was updated in 2021 for purposes of clarity.

Since there were numerous locations as part of Annexation Nos. 1, 2, 3, 4, 5, etc. they were identified on the diagram as S1-A, S1-B, S1-C or S2-A, S2-B, S2-C, etc. Prefix S is added to the identification on the later Annexations to identify that they are within the District. The same Annexation description will be used for identification with Sections IX and X of this report

V. ESTIMATED COSTS AND MAINTENANCE

Since the City owns the street lighting system, all maintenance efforts by the City should be allocated to the District as a direct cost. The Municipal Utilities and Engineering Department has taken the information used in the previous annual report and updated the values based upon the formulas for Unit of Benefit. Southern California Edison (SCE) monthly rates were calculated based upon LS-2 schedule of rates for 100W and 150W high pressure sodium vapor street lights. Because the District costs have historically exceeded the revenue generated by District assessment, it is anticipated that minimal administration and no maintenance will be provided during the 2022-2023 year. As such, the labor amount has been significantly reduced to an estimated value of $6,855 to be spread equally over the number of street lights.

Given these parameters the following is the estimated monthly costs per lamp:

POLES	SCE CHARGE	DEPARTMENT ADMINISTRATION	MONTHLY LAMP COST
419	$ 2.82	$ 1.36	$ 1,751

The following information is from the City's FY2017-2018 Budget:

Power Expenses	
City Street Lighting	S 15,000
Subtotal	**S 15,000**
Administration	
Salaries and Benefits	$ 10,893
Maintenance	$ 1,101
Subtotal	**S 11,994**
Incidental	
Other Professional Services	$ 0
Subtotal	**$ 0**
Total Costs	S 26,994
2017-2018 Levy	$ 25,465
Deficit	**$ 1,529**
Total Parcels Levied	990

The District and Annexations, which are maintained by the City, have been in existence for a number of years. Over the years, the existing assessments have not kept pace with the true annual cost of maintenance and administration.

No new areas are being proposed to be annexed to the District for FY2022-2023.

VI. ASSESSMENT ROLL

Following the public hearing for FY2022-2023 assessments and the City Council's approval of the assessments, an assessment roll will be prepared. The assessment roll will include the assessment parcel number, the San Bernardino County Assessor's parcel number and the confirmed assessment for each parcel. The assessment roll will be filed with the City Clerk and will subsequently be transmitted to the San Bernardino County Auditor/Tax Collector.

VII. PROPOSED BASIS FOR ASSESSMENTS

The City Council has heretofore determined that it will be necessary to utilize the provisions of the Landscaping and Lighting Act of 1972, a benefit assessment act, for the Original District and the subsequent Annexations to the District and to assess benefitting properties in proportion to the benefits that the various properties will receive.

The benefits the properties will receive will be assessed as increments of units of benefit (UOB). The District and the subsequent Annexations consist of various types of development having varying parcel sizes. Since the street lights either have been or will be installed in accordance with customary spacing established by the City, there will be four Assessment Zones based upon a street's curb-to-curb width.

Assessments proposed for individual parcels within the District and Annexations will be for the benefit received and will be determined based upon the four following Assessment Zones.

Zone 1: This will include all parcels having frontage on streets with curb separation of less than 40' or greater with 100watt HPSVL at 250' spacing.

Zone 2: This will include all parcels having frontage on streets with curb separations of less than 40' with 100 watt HPSVL at 600' spacing.

Zone 3: This will include all parcels having frontage on streets with curb separations of 40' or greater and less than 64' with 150 watt HPSVL at 250' spacing.

Zone 4: This will include all parcels having frontage on streets with curb separations of 64' or more with 150 watt HPSVL at 230' spacing.

Each of these four Assessment Zones will have assessments levied in UOB which is defined as increments of 100' frontage on public streets, right-of-way or easements. The frontage length and the corresponding UOB are as follows:

FRONTAGE LENGTH	UOB
Less than 199'	1
200' – 299'	2
300' – 399'	3
And so forth	

The UOB assessments for the four Zones are calculated as follows:

Zone 1: Includes 100 watt high pressure, sodium vapor luminaries with a monthly billing rate from SCE, a minimal amount of labor (excluding City General Government Overhead and Facilities and Community Services Department maintenance) for a lamp cost of $8.49. Since the spacing will be 240' ± 15', a spacing of 250' will be used in the calculation.

$$\frac{\$8.49 \times 12}{500} \times \frac{100'}{\text{UOB}} = \$20.38 \text{ per UOB}$$

Zone 2: Includes 100 watt high pressure, sodium vapor luminaries with a monthly billing rate from SCE, a minimal amount of labor (excluding City General Government Overhead and Facilities and Community Services Department maintenance) for a lamp cost of $8.49. Since the spacing will be 600', a spacing of 600' will be used in the calculation.

$$\frac{\$8.49 \times 12}{1200} \times \frac{100'}{\text{UOB}} = \$8.49 \text{ per UOB}$$

Zone 3: Includes 150 watt high pressure, sodium vapor luminaries with a monthly billing rate from SCE, a minimal amount of labor (excluding City General Government Overhead and Facilities and Community Services Department maintenance) for a lamp cost of $11.51. Since the spacing will be 265' ± 15', a spacing of 250' will be used in the calculation.

$$\frac{\$11.51 \times 12}{500} \times \frac{100'}{\text{UOB}} = \$27.63 \text{ per UOB}$$

Zone 4: Includes 150 watt high pressure, sodium vapor luminaries with a monthly billing rate from SCE, a minimal amount of labor (excluding City General Government Overhead and Facilities and Community Services Department maintenance) for a lamp cost of $11.51. Since the spacing will be 215' ± 15', a spacing of 230' will be used in the calculation.

$$\frac{\$11.51 \times 12}{460} \times \frac{100'}{\text{UOB}} = \$30.03 \text{ per UOB}$$

The incidental expenses are most equitably spread on a UOB basis, which is the same method for spreading the benefit from the direct lighting costs.

VIII. CALCULATION OF UOB AND INCIDENTAL COSTS FOR FY2022-2023

For a breakdown of the UOB Incidental Costs see Appendix A – Calculation of UOB and Incidental Cost Table

IX. ESTIMATED ASSESSMENTS FOR FY2022-2023

The following calculations presume the on-site development has been completed and include the estimated energy, administration and engineering costs:

Original District (Zone 3) – Parcel Map 11917 APN 0292-032-39, 40, 41, 42

The four parcels will receive one UOB per 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of operation and maintenance to be assessed
N = Number of UOB in Parcel Map 11917

NA = C
A = $621.55/31
A = $20.05 per UOB

Assessment for each parcel:

Parcel 2	-	10 UOB	=	$200.50
Parcel 3	-	2 UOB	=	$40.10
Parcel 4	-	3 UOB	=	$60.15
Parcel 5	-	16 UOB	=	$320.80

Annexation S1-A – Parcel Map 12450, APN 0167-201-62 thru -65

These parcels are not assessed.

Annexation S1-B (Zone 4) – Parcel Map 11755 APN 0293-172-16, 17, 18

The seven parcels in Annexation S1-B having street frontage will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S1-B with street frontage

NA = C
A = $273.39/13
A = $21.03 per UOB

Assessment for each parcel:

Parcel 1	-	1 UOB	=	$21.03
Parcel 3	-	1 UOB	=	$21.03
Parcel 5	-	1 UOB	=	$21.03
Parcel 6	-	2 UOB	=	$42.06
Parcel 7	-	2 UOB	=	$42.06
Parcel 8	-	4 UOB	=	$84.12
Parcel 9	-	2 UOB	=	$42.06

The original parcels have been reconfigured into three Assessor's Parcels.

Annexation S1-C (Zone 4) – CUP 617 APN 0292-033-11

The one parcel in Annexation S1-C will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S1-C

NA = C
A = $231.33/1
A = $231.33 per Parcel

Annexation S1-D (Zone 3) – MS 184, Parcel Map 12300, APN 0167-231-19, 20, 21

The three parcels in Annexation S1-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S1-D

NA = C
A = $60.15/3
A = $20.05 per Parcel

Annexation S1-E (Zone 3) – CUP 382 APN 0171-383-19, 20

The two parcels in Annexation S1-E will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-E

NA = C
A = $40.10/2
A = $20.05 per Parcel

Annexation S1-F (Zone 1) – CRA 606 APN 0169-131-33

The one parcel in Annexation S1-F will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-F

NA = C
A = $19.45/1
A = $19.45 per Parcel

Annexation S1-G (Zone 4) – CRA 486 APN 0292-321-10

The one parcel in Annexation S1-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-G

NA = C
A = $105.15/1
A = $105.15 per Parcel

Annexation S1-G (Zone 4) – CRA 486 APN 0292-321-10

The one parcel in Annexation S1-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-G

NA = C
A = $105.15/1
A = $105.15 per Parcel

Annexation S1-H (Zone 4) – CUP 253 APN 0169-411-07

The one parcel in Annexation S1-H will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-H

NA = C
A = $105.15/1
A = $105.15 per Parcel

Annexation S1-I (Zone 3) – CRA 608 APN 0169-142-11

The one parcel in Annexation S1-I will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-I

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-J (Zone 3) – CUP 519 APN 0171-331-04

The one parcel in Annexation S1-J will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-J

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-K (Zone 4) – CUP 516 APN 0292-166-11

The one parcel in Annexation S1-K will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-K

NA = C
A = $273.39/1
A = $273.39 per Parcel

Annexation S1-L (Zone 3) – CUP 518 APN 0169-053-12

The one parcel in Annexation S1-L will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-M (Zone 3) – CUP 522 APN 0172-031-49

The one parcel in Annexation S1-M will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-M

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-N (Zone 1) – Tract 13947 APN 0174-621-01 thru -35

The thirty-five parcels in Annexation S1-N will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-N

NA = C
A = $680.75/35
A = $19.45 per Parcel

Annexation S1-O (Zone 3) – CUP 521 APN 0292-034-16

The one parcel in Annexation S1-O will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-P (Zone 1) – CUP 605 APN 0169-182-02, 03, 04

The three parcels in Annexation S1-P will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $38.90/3
A = $12.97 per Parcel

Annexation S1-Q – City Hall, APN 0171-301-03

The one parcel in Annexation S1-Q is not assessed.

Annexation S1-R – Parcel Map 11904, APN 0176-044-14, 15

The two parcels in Annexation S1-R are not assessed.

Annexation S1-S (Zone 3) – CUP 278 APN 0171-171-18, 22, 23

The three parcels in Annexation S1-S will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $80.20/3
A = $26.73 per Parcel

Annexation S7-A was originally APN 0171-161-13 and was then changed to APN 0171-161-14 and -15. Annexation S1-S was originally APN 0171-171-18, -22, and -23. Assessments for Annexation S7-A and S1-S were combined and then adjusted proportionately. New APNs for both annexations are 0171-161-17 and 0171-171-34. Assessment spread proportionately.

Annexation S1-T (Zone 3) – CUP 405 APN 0169-343-07

The one parcel in Annexation S1-T will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-T

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-U (Zone 4) – CRA 354, Parcel Map 3131 APN 0292-182-30, 31

The two parcels in Annexation S1-U will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $42.06/2
A = $21.03 per Parcel

Annexation S1-V (Zone 1) – CRA 346 APN 0292-061-25

The one parcel in Annexation S1-V will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-V

NA = C
A = $19.45/1
A = $19.45 per Parcel

This property is owned by the County of San Bernardino and is not assessed.

Annexation S1-W (Zone 3) – CRA 607 APN 0292-156-21

The one parcel in Annexation S1-L will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-W

NA = C
A = $120.30/1
A = $120.30 per Parcel

Annexation S1-X (Zone 1) – Tract 12461 APN 1212-191-60 thru -79

The twenty parcels in Annexation S1-X will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-X

NA = C
A = $389.00/20
A = $19.45 per Parcel

Annexation S1-Y (Zone 3) – Parcel Map 12022 APN 0169-212-17 thru -27

The eleven parcels in Annexation S1-Y having street frontage will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S1-Y

NA = C
A = $380.95/19
A = $20.05 per UOB

Assessment for each parcel:

Parcel 1	-	3 UOB	=	$60.15
Parcel 2	-	1 UOB	=	$20.05
Parcel 3	-	1 UOB	=	$20.05
Parcel 4	-	2 UOB	=	$40.10
Parcel 5	-	4 UOB	=	$80.20
Parcel 6	-	3 UOB	=	$60.15
Parcel 7	-	1 UOB	=	$20.05
Parcel 8	-	1 UOB	=	$20.05
Parcel 9	-	1 UOB	=	$20.05
Parcel 10	-	1 UOB	=	$20.05
Parcel 11	-	1 UOB	=	$20.05

Annexation S2-A (Zone 3) – Parcel Map 12330 APN 0292-153-24, 25, 26, 27

The four parcels in Annexation S2-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-A

NA = C
A = $240.60/12
A = $20.05 per UOB

Assessment for each parcel:

Parcel 1	-	4 UOB	=	$80.20
Parcel 3	-	4 UOB	=	$80.20
Parcel 5	-	2 UOB	=	$40.10
Parcel 4	-	2 UOB	=	$40.10

Annexation S2-B (Zone 3) – Parcel Map 12940 APN 0292-441-11 thru 15

The five parcels in Annexation S2-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-B

NA = C
A = $60.15/5
A = $12.03 per Parcel

Annexation S2-C (Zone 3) – MS 184, Parcel Map 12300, APN 0167-231-19, 20, 21

This annexation is a duplication of Annexation S1-D and has been removed.

Annexation S2-D (Zone 1) – Tract 14556 APN 0176-441-18 thru 27

The ten parcels in Annexation S2-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-D

NA = C
A = $330.65/10
A = $33.07 per Parcel

Annexation S2-E – CRA 611 APN 0174-241-31

This annexation is not assessed.

Annexation S2-F (Zone 3) – MS 196 APN 0292-331-15, 16

The two parcels in Annexation S2-F will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-F

NA = C
A = $160.40/2
A = $80.20 per Parcel

Annexation S2-G Parcel Map 11189 APN 0294-091-48, 48

The two parcels in Annexation S2-G are not assessed.

Annexation S2-H (Zone 4) – CRA 615 APN 0292-157-31

The one parcel in Annexation S2-H will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-H

NA = C
A = $21.03/1
A = $21.03 per Parcel

Annexation S3-A (Zone 3) – CRA 517 APN 0169-321-01, 02

The two parcels in Annexation S3-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-A

NA = C
A = $80.20/2
A = $40.10 per Parcel

Annexation S3-B (Zone 1) – CRA 628 APN 0292-310-07

The one parcel in Annexation S3-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-B

NA = C
A = $19.45/1
A = $19.45 per Parcel

Annexation S3-C (Zone 3) – CRA 624 APN 0169-281-39

The one parcel in Annexation S3-C will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-C

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S3-D (Zone 3) – CRA 305 APN 0167-271-61

The one parcels in Annexation S3-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-D

NA = C
A = $100.25/1
A = $100.25 per Parcel

Annexation S3-E (Zone 1) – Tract 13575 APN 1212-201-01 thru -27

The twenty-seven parcels in Annexation S3-E will receive an equal benefit assessment:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-E

NA = C
A = $700.20/27
A = $25.93 per Parcel

Annexation S3-F (Zone 3 & 4) – CUP 550 APN 0292-165-15

The one parcel in Annexation S3-F will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-F

NA = C
A = $222.51/1
A = $222.51 per Parcel

Annexation S3-G (Zone 1) – CRA 623 APN 0292-381-08

The one parcel in Annexation S3-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-G

NA = C
A = $19.45/1
A = $19.45 per UOB

Annexation S3-H (Zone 4) – CUP 542 APN 0292-064-13, 17, 21 thru 27

The nine parcels in Annexation S3-H will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-A

NA = C
A = $567.81/27
A = $21.03 per UOB

Assessment for each parcel:

Parcel 1	-	4 UOB	=	$84.12
Parcel 2	-	2 UOB	=	$42.06
Parcel 3	-	2 UOB	=	$42.06
Parcel 4	-	7 UOB	=	$147.21
Parcel 5	-	4 UOB	=	$84.12
Parcel 6	-	2 UOB	=	$42.06
Parcel 7	-	1 UOB	=	$21.03
Parcel 8	-	1 UOB	=	$21.03
Parcel 9	-	4 UOB	=	$84.12

Annexation S3-I – there is no Annexation S3-I

Annexation S3-J (Zone 3) – MS 201 APN 0171-341-33

The one parcel in Annexation S3-J will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-J

NA = C
A = $80.20/1
A = $80.20 per Parcel

Annexation S4-A (Zone 4) – MS 213, Parcel Map 13978 APN 0172-301-14, 15, 16, 17

The four parcels in Annexation S4-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-A

NA = C
A = $63.09/3
A = $21.03 per UOB

Assessment for each parcel:

Parcel 1	-	2 UOB	=	$25.24
Parcel 2	-	1 UOB	=	$12.62
Parcel 3	-	1 UOB	=	$12.62
Parcel 4	-	1 UOB	=	$12.62

Annexation S4-B (Zone 3) – MS 211 APN 0292-201-36, 39

The two parcels in Annexation S4-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-B

NA = C
A = $100.25/5
A = $20.05 per UOB

Assessment for each parcel:

Parcel 1	-	2 UOB	=	$40.10
Parcel 2	-	3 UOB	=	$60.15

Parcel 2 lot line was adjusted with the property to the north. The assessment was spread proportionately - $47.57 to APN 0292-201-39 and $12.58 to APN 0292-201-40.

Annexation S4-C (Zone 4) – CUP 559 APN 0171-202-30

The one parcel in Annexation S4-C will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-C

NA = C
A = $40.10/1
A = $40.10 per Parcel

Annexation S4-D (Zone 1) – CRA 636 APN 0169-043-14

The one parcel in Annexation S4-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-D

NA = C
A = $58.35/1
A = $58.35 per Parcel

Annexation S4-E (Zone 4) – CUP 546 APN 0292-192-11

The one parcel in Annexation S4-E will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-E

NA = C
A = $231.33
A = $231.33 per UOB

Annexation S4-F (Zone 1) – CUP 641 APN 0292-310-36

The two parcels in Annexation S4-F will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-G

NA = C
A = $38.90/2
A = $19.45 per UOB

The two parcels were subsequently combined into a single parcel and the full assessment is on the one parcel.

Annexation S4-G (Zone 4) – CRA 640 APN 0169-301-08, 10, 11

The three parcels in Annexation S4-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-C

NA = C
A = $21.03/3
A = $7.01 per Parcel

Annexation S4-H (Zone 4) - CUP 562 APN 0292-064-17

The one parcel in Annexation S4-H will receive four UOB assessments for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S4-H

NA = C
A = $84.12/1
A = $84.12 per Parcel

Note that Annexation S4-H is already assessed in Annexation S3-H. Therefore, the assessment in Annexation S4-H is $0

Annexation S4-I (Zone 1) - CUP 548 APN 0169-313-16

The one parcel in Annexation S4-I will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S4-1

NA = C
A = $77.80 /1
A = $77.80 per Parcel

Annexation S5-A – CRA 637 APN 0169-281-23

This property became a City owned parcel and was removed from the assessment roll.

Annexation S5-B (Zone 1) - Tract 10179 APN 0167-851-39 thru 56, 0167-861-37 thru 54

The thirty-six parcels in Annexation S5-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S5-B

NA = C
A = $505.70/36
A = $14.05 per Parcel

Annexation S5-C (Zone 1) - CUP 574 APN 0171-202-33

The one parcel in Annexation S5-C will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S5-C

NA = C
A = $19.45/1
A = $19.45 per Parcel

Annexation S5-D (Zone 3) - CRA 642 APN 0292-154-12

The one parcel in Annexation S5-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation 85·0

NA = C
A = $100.25/1
A = $100.25 per Parcel

Annexation S5-E (Zone 1) - MS 216-B Parcel Map 14090 APN 0174-021-41, 42

The two parcels in Annexation S5-E will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S5-E

NA = C
A = $38.90/2
A = $19.45 per Parcel

Annexation S6-A (Zone 4) - CRA 648 APN 0292-157-16

The one parcel in Annexation S6-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S6-A

NA = C
A = $189.27/1
A = $189.27 per Parcel

Annexation S6-B (Zone 1) - CUP 581 APN 0171-203-13

The one parcel in Annexation S6-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S6-B

NA = C
A = $38.90/1
A = $38.90 per Parcel

Annexation S7-A (Zone 3): MS 228 APN 0171-161-17

The two parcels in Annexation S7-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-A

NA = C
A = $200.50/2
A = $100.25 per Parcel

Annexation S7-A was originally APN 0171-161-13 and was then changed to APN 0171-161-14 and -15. Annexation S1-S was originally APN 0171-171-18, -22, and -23. Assessments for Annexation S7-A and S1-S were combined and then adjusted proportionately. New APNs for both annexations are 0171-161-17 and 0171-171-34. Assessment spread proportionately.

Annexation S7-B (Zone 3): CRA 639 APN 0292-152-39

The one parcel in Annexation S7-B will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-B

NA = C
A = $100.25/1
A = $100.25 per Parcel

Annexation S7-C (Zone 4) - CUP 602 APN 0292-063-48

The one parcel in Annexation S7-C will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-C

NA = C
A = $42.06/1
A = $42.06 per Parcel

Annexation S7-D (Zone 1) - CUP 590 APN 0171-332-30

The one parcel in Annexation S7-D will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-D

NA = C
A = $38.90/1
A = $38.90 per Parcel

Annexation S7-E (Zones 1 & 3) - CUP 607 APN 0167-101-13

The one parcel in Annexation S7-E will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-E

NA = C
A = $198.10/1
A = $198.10 per Parcel

Annexation S7-F (Zone 1) - CUP 577 APN 1212-041-01

The one parcel in Annexation S7-F will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-F

NA = C
A = $77.80/1
A = $77.80 per Parcel

Annexation S7-G (Zone 1) - CUP 541 APN 0174-261-15

The one parcel in Annexation S7-G will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-G

NA = C
A = $155.60/1
A = $155.60 per Parcel

Annexation S7-H (Zone 2) - Tract 14790-1 APN 0176-521-01 thru -13, -18 thru -23, -27 thru -32, APN 0176-531-01, 02, 03, 07, 08, 09, 12, 13, 18, 20, 21, 22, 24, 25, 26

The forty parcels in Annexation S7-H will receive an equal benefit assessment.

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-H

NA = C
A = $1,660.00/40
A = $41.50 per Parcel

Annexation S8-A (Zone 3) - CUP 584 APN 0172-121-03

The one parcel in Annexation S8-A will receive the entire benefit assessment. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S8-A

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S8-B (Zone 3) - CRA 666 APN 0292-158-17

The one parcel in Annexation S8-B will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S8-B

NA = C
A = $40.10/1
A = $40.10 per Parcel

Annexation S8-C (Zone 3) - CRA 616

The portion of this property that was Annexation S8-C is no longer assessed.

Annexation S9-A (Zones 1 & 4) - Tract 15589 APN 0293-421-01 thru -45

The forty-five parcels in Annexation S9-A will receive an equal benefit assessment.

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-A

NA = C
A = $202.40/45
A = $4.50 per Parcel

Annexation S9-B (Zone 1) - MS 221, Parcel Map 14285 APN 0174-281-33, 34, 35, 37

The four parcels in Annexation S9-B will receive an equal benefit assessment. The calculation for the assessment follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-B

NA = C
A = $58.35/4
A = $14.59 per Parcel

Annexation S9-C – there is no Annexation S9-C

Annexation S9-D (Zone 3) - CUP 617 APN 0292-033-13

The one parcel in Annexation S9-D will receive the entire benefit assessment. The calculation for the assessment follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-D

NA= C
A = $80.20/1
A = $80.20 per Parcel

Annexation S9-E (Zone 1) - CRA 670 APN 0292-157-20

The one parcel in Annexation S9-E will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-E

NA = C
A= $19.45/1
A = $19.45 per Parcel

Annexation S9-F (Zone 3) - CUP 629

The one parcel in Annexation S9-F will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-F

NA = C
A = $100.25/1
A = $100.25 per Parcel

Annexation S10-A (Zones 1 & 3) - Tract 15040 APN 0174-631-01 thru -09, -11 thru -35, -37 thru -58, -63, -64

The fifty-eight parcels in Annexation S10-A will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N =Number of Parcels in Annexation S10-A

NA = C
A = $1,461.15/58
A = $25.19 per Parcel

Annexation S10-B (Zones 1 & 4) - Tract 15832 APN 0172-301-18 thru 22, 26

The six parcels in Annexation S10-B will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-B

NA = C
A = $140.89/6
A = $23.48 per Parcel

Annexation S10-C (Zones 1, 3 & 4) - TR 15937 APN 0168-731-01 thru -25, APN 0168-741-01 thru -78, APN 0168-751-01 thru -56

The one hundred fifty-nine parcels in Annexation S10-C will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-C

NA = C
A = $2,722.64 /159
A = $17.12 per Parcel

Annexation S10-D (Zone 1) - Tract 16015 APN 1212-021-01 thru -62
The sixty-two parcels in Annexation S10-D will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-D

NA = C
A = $1,050.30/62
A = $16.94 per Parcel

Annexation S10-E (Zones 1 & 3) - Tract 16029 APN 0167-081-13 thru -45

The thirty-three parcels in Annexation S10-E will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $453.95/33
A = $13.76 per Parcel

Annexation S10-F (Zones 1 & 4) - Tract 16032 APN 0170-481-20 thru -34

The fifteen parcels in Annexation S10-F will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-F

NA = C
A = $259.17 /15
A = $17.28 per Parcel

Annexation S10-G (Zone 1) - Tract 16082 APN 0172-091-24 thru 36

The thirteen parcels in Annexation S1O-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-G

NA = C
A= $350.10/13
A = $26.93 per Parcel

Annexation S10-H (Zones 1 & 4) - Tract 16101 APN 0168-771-01 thru -50, APN 0168-781-01 thru -34, APN 0168-791-01 thru -28, APN 0168-801-01 thru -38

The one hundred fifty parcels in Annexation S10-H will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-H

NA = C
A = $2,289.87/150
A = $15.27 per Parcel

Annexation S10-I (Zones 1 & 4) - MS 253 (PM 15530) and MS 255 (PM 15617)
APN 0292-153-28, -30 thru -43

The fifteen parcels in Annexation S10-I will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment/Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-I

NA=C
A = $435.80/22
A = $19.81 per UOB

Assessment for each Parcel in PM 15530 (except Parcel 2):
APN 0292-153-28, 30 thru 41

Parcel 1	-	3 UOB	=	$59.43
Parcel 3	-	1 UOB	=	$19.81
Parcel 4	-	3 UOB	=	$59.43
Parcel 5	-	1 UOB	=	$19.81
Parcel 6	-	1 UOB	=	$19.81
Parcel 7	-	1 UOB	=	$19.81
Parcel 8	-	1 UOB	=	$19.81
Parcel 9	-	1 UOB	=	$19.81
Parcel 10	-	1 UOB	=	$19.81
Parcel 11	-	1 UOB	=	$19.81
Parcel 12	-	4 UOB	=	$79.24
Parcel 13	-	1 UOB	=	$19.81
Parcel 14	-	1 UOB	=	$19.81

Assessment for each Parcel in PM 15530:
APN 0292-153-42, 43

Parcel 1	-	1 UOB	=	$19.81
Parcel 3	-	1 UOB	=	$19.81

Annexation S10-J (Zone 4) - MS 252 (PM 15492) APN 0169-011-32 thru -35, -38, -39

The original five parcels in Annexation S10-J will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-J

NA = C
A = $147.21/5
A = $29.44 per Parcel for APN -32 thru -35

APN 0169-011-36 was split into APN 0169-011-38 and -39.
Therefore, A = $14.72 per Parcel for APN -38 and -39

Annexation S10-K (Zones 1 & 4) - CRA 720, PM 17658, APN 0292-154-22 thru -25

The four parcels in Annexation S7-K will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB

NA = C
A = $139.31/7
A = $19.45 per UOB (Zone 1)
A = $21.03 per UOB (Zone 4)

Assessment for each parcel:

Parcel 1	-	Zone 1 - 2 UOB / Zone 4 - 2 UOB	= $80.96
Parcel 2	-	Zone 1 - 1 UOB	= $19.45
Parcel 3	-	Zone 1 - 1 UOB	= $19.45
Parcel 4	-	Zone 1 - 1 UOB	= $19.45

Annexation S10-L – there is no Annexation S10-L

Annexation S10-M (Zone 1) - CRA 679 - APN 0292-310-42

The one parcel will receive entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and incidental Expenses
N = Number of Parcels

NA = C
A = $19.45/1
A = $19.45 per Parcel

Annexation S10-N (Zone 3) - CUP 35R2 - APN 0173-251-21

The one parcel will receive entire benefit assessment. The calculations for the assessments are as follows:

A =Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $60.15/1
A = $60.15 per Parcel

Annexation S10-O (Zone 3) - CUP 355 Rev. 8 - APN 0172-121-10, 11, 14

The three parcels will receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $80.20/3
A = $26.73 per Parcel

Annexation S10-P (Zone 3) - CUP 543 - APN 0171-431-05

The one parcel will receive entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $120.30/1
A = $120.30 per Parcel

Annexation S10-Q (Zones 1 & 2) - MS 234 (PM 14891) - APN 0169·272-29, APN 0169-281-45, 46

The three parcels will receive one UOB per 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment per UOB
C = Cost of operation and maintenance to be assessed
N = Number of UOB

NA = C
A = $196.38/12
A = $16.37 per UOB

Assessment for Each Parcel

Parcel 29	-	4 UOB	=	$65.48
Parcel 45	-	6 UOB	=	$98.22
Parcel 46	-	2 UOB	=	$32.74

Annexation S10-R (Zone 3) - MS 251 (PM 15414) APN 0176-014-16, 17

The two parcels will receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $60.15/2
A = $30.08 per Parcel

Annexation S10-S (Zones 1 & 3) - Tract 14790-2 APN 0294-181-02 thru -15, APN 0294-191-01 thru -04, -06 thru -12, -16 thru -20, APN 0294-201-09, -11, -13, -15, -19, -21, -27, -28, APN 0294-211-02 thru -04, -06 thru -10, -12, -13

The forty-eight parcels in Annexation S10-S will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $2,378.05/48
A = $49.54 per Parcel

Annexation S10-T (Zones 1 & 3) - Tract 14790-3 APN 0294-222-01 thru -12, APN 0294-232-01 thru -07, APN 0294-242-01 thru -06, APN 0294-252-01 thru -13, APN 0294-262-01 thru -13

The fifty-one parcels in Annexation S10-T will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $1,842.70/51
A = $36.13 per Parcel

Annexation S10-U (Zones 1, 3 & 4) - Tract 15532 APN 0168-271-13 thru -48

The thirty-six parcels in Annexation S10-U will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $515.40/36
A = $14.32 per Parcel

Annexation S10-V (Zone 1) - CUP 652 - APN 0171-011-67

The one parcel will receive entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $19.45/1
A = $19.45 per Parcel

APN 0171-011-54 was the original Annexation 10-V. That parcel was merged with the parcel immediately to the east (APN 0171-011-45). The new parcel was assigned APN 0171-011-67.

Annexation S10-W (Zone 1) - MS 240 (PM 14912) - APN 0292-201-22

The one parcel will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of Incidental Expenses
N = Number of Parcels

NA = C
A = $19.45/1
A = $19.45 per Parcel

This parcel has been subdivided and is not assessed.

* * * * * * * * * * * *

The City Council will hold a public meeting on June 21, 2022 to determine the assessments based upon the costs for FY2022-2023 which are anticipated to be incurred by the City and which are to be recovered through assessments as required by the Landscaping and Lighting District Act of 1972.

APPENDIX A

CALCULATION OF MAINTENANCE AND INCIDENTAL COST TABLE

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APPENDIX A
COST TABLE
ENGINEER'S REPORT
STREET LIGHTING DISTRICT NO. 1, FY 2022-2023

District Name	Original District	Annexation S1-B	Annexation S1-C	Annexation S1-D	Annexation S1-E	Annexation S1-F	Annexation S1-G	Annexation S1-H	Annexation S1-I	Annexation S1-J	Annexation S1-K	Annexation S1-L	Annexation S1-M	Annexation S1-N	Annexation S1-O	Annexation S1-P
Description	PM 11917	PM 11755	CUP 617	MS 184	CUP 382	CRA 606	CRA 486	CUP 253	CRA 608	CUP 519	CUP 516	CUP 518	CUP 522	Tract 13947	CUP 521	CUP 605
Original Parcels	APN 292-032-39 THRU 42	APN 293-172-16 THRU 18	APN 292-033-11	APN 167-231-19 THRU 21	APN 171-383-19 & 20	APN 169-131-33	APN 292-321-10	APN 169-411-07	APN 169-142-11	APN 171-331-04	APN 292-166-11	APN 169-053-12	APN 172-031-49	APN 174-621-01 THRU 35	APN 292-034-16	APN 169-182-02 THRU 04
Zone	3	4	4	3	3	1	4	4	3	3	4	3	3	1	3	1
Unit of Benefit/Zone																
Zone 1 UOB	0	0	0	0	0	1	0	0	0	0	0	0	0	35	0	2
Zone 2 UOB	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Zone 3 UOB	31	0	0	3	2	0	0	0	1	1	0	1	1	0	1	0
Zone 4 UOB	0	13	11	0	0	0	5	5	0	0	13	0	0	0	0	0
TOTAL UOB per Zone	31	13	11	3	2	1	5	5	1	1	13	1	1	35	1	2
Actual Expenses																
Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Incidental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Calculation of Current Assessments:																
Unit of Benefit Assessment/ Zone																
Zone 1	$ -	$ -	$ -	$ -	$ -	$ 20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 713	$ -	$ 41
Zone 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Zone 3	$ 857	$ -	$ -	$ 83	$ 55	$ -	$ -	$ -	$ 28	$ 28	$ -	$ 28	$ 28	$ -	$ 28	$ -
Zone 4	$ -	$ 390	$ 330	$ -	$ -	$ -	$ 150	$ 150	$ -	$ -	$ 390	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ 857**	**$ 390**	**$ 330**	**$ 83**	**$ 55**	**$ 20**	**$ 150**	**$ 150**	**$ 28**	**$ 28**	**$ 390**	**$ 28**	**$ 28**	**$ 713**	**$ 28**	**$ 41**
Incidental Expenses																
Engineering and Admin.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL APPLIED UOB & EXPENSES	**$ 857**	**$ 390**	**$ 330**	**$ 83**	**$ 55**	**$ 20**	**$ 150**	**$ 150**	**$ 28**	**$ 28**	**$ 390**	**$ 28**	**$ 28**	**$ 713**	**$ 28**	**$ 41**
Levy Adjustments																
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ (235)	$ (117)	$ (99)	$ (23)	$ (15)	$ (1)	$ (45)	$ (45)	$ (8)	$ (8)	$ (117)	$ (8)	$ (8)	$ (33)	$ (8)	$ (2)
BALANCE TO LEVY	**$ 856.53**	**$ 390.39**	**$ 330.33**	**$ 82.89**	**$ 55.26**	**$ 20.38**	**$ 150.15**	**$ 150.15**	**$ 27.63**	**$ 27.63**	**$ 390.39**	**$ 27.63**	**$ 27.63**	**$ 713.30**	**$ 27.63**	**$ 40.76**
Total # of Parcels	4	3	1	3	2	1	1	1	1	1	1	1	1	35	1	3
Total Parcels Levied	4	3	1	3	2	1	1	1	1	1	1	1	1	35	1	3
Total Assessment Allowable	**$ 621.55**	**$ 273.39**	**$ 231.33**	**$ 60.15**	**$ 40.10**	**$ 19.45**	**$ 105.15**	**$ 105.15**	**$ 20.05**	**$ 20.05**	**$ 273.39**	**$ 20.05**	**$ 20.05**	**$ 680.75**	**$ 20.05**	**$ 38.91**

APPENDIX A
COST TABLE
ENGINEER'S REPORT
STREET LIGHTING DISTRICT NO. 1, FY 2022-2023

District Name	Annexation S1-S	Annexation S1-T	Annexation S1-U	Annexation S1-V	Annexation S1-W	Annexation S1-X	Annexation S1-Y	Annexation S2-A	Annexation S2-B	Annexation S2-D	Annexation S2-F	Annexation S2-H	Annexation S3-A	Annexation S3-B	Annexation S3-C	Annexation S3-D
Description	CUP 278	CUP 405	CRA 354	CRA 346	CRA 607	Tract 12461	PM 12022	PM 12330	PM 12940	Tract 14556	MS 196	CRA 615	CRA 517	CRA 628	CRA 624	CRA 305
Original Parcels	APN 171-171-18, 22 & 23 Subsequently,S1-S and S7-A resubdivided. Proportionate assessments levied to 0171-171-34 for for S1-S	APN 169-343-07	APN 292-182-30 & 31	APN 292-061-25	APN 292-156-21	APN 1212-191-60 THRU 79	APN 169-212-17 THRU 27	APN 292-153-24 THRU 27	APN 292-441-11 THRU 15	APN 176-441-18 THRU 27	APN 292-331-15 & 16	APN 292-157-31	APN 169-321-01 & 02	APN 292-310-07	APN 169-281-39	APN 167-271-61
Zone	3	3	4	Owned by County	3	1	3	3	3	1	3	4	3	1	3	3
Unit of Benefit/Zone																
Zone 1 UOB	0	0	0	0	0	20	0	0	0	17	0	0	0	1	0	0
Zone 2 UOB	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Zone 3 UOB	4	1	0	0	6	0	19	12	3	0	8	0	4	0	1	5
Zone 4 UOB	0	0	2	0	0	0	0	0	0	0	0	1	0	0	0	0
TOTAL UOB per Zone	4	1	2	0	6	20	19	12	3	17	8	1	4	1	1	5
Actual Expenses																
Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Incidental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Calculation of Current Assessments:																
Unit of Benefit Assessment/ Zone																
Zone 1	$ -	$ -	$ -	$ -	$ -	$ 408	$ -	$ -	$ -	$ 346	$ -	$ -	$ -	$ 20	$ -	$ -
Zone 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Zone 3	$ 111	$ 28	$ -	$ -	$ 166	$ -	$ 525	$ 332	$ 83	$ -	$ 221	$ -	$ 111	$ -	$ 28	$ 138
Zone 4	$ -	$ -	$ 60	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30	$ -	$ -	$ -	$ -
SUBTOTAL	**$ 111**	**$ 28**	**$ 60**	**$ -**	**$ 166**	**$ 408**	**$ 525**	**$ 332**	**$ 83**	**$ 346**	**$ 221**	**$ 30**	**$ 111**	**$ 20**	**$ 28**	**$ 138**
Incidental Expenses																
Engineering and Admin.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL APPLIED UOB & EXPENSES	**$ 111**	**$ 28**	**$ 60**	**$ -**	**$ 166**	**$ 408**	**$ 525**	**$ 332**	**$ 83**	**$ 346**	**$ 221**	**$ 30**	**$ 111**	**$ 20**	**$ 28**	**$ 138**
Levy Adjustments																
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ (30)	$ (8)	$ (18)	$ -	$ (45)	$ (19)	$ (144)	$ (91)	$ (23)	$ (16)	$ (61)	$ (9)	$ (30)	$ (1)	$ (8)	$ (38)
BALANCE TO LEVY	**$ 110.52**	**$ 27.63**	**$ 60.06**	**$ -**	**$ 165.78**	**$ 407.60**	**$ 524.97**	**$ 331.56**	**$ 82.89**	**$ 346.46**	**$ 221.04**	**$ 30.03**	**$ 110.52**	**$ 20.38**	**$ 27.63**	**$ 138.15**
Total # of Parcels	3	1	2	1	1	20	11	4	5	10	2	1	2	1	1	1
Total Parcels Levied	3	1	2	0	1	20	11	4	5	10	2	1	2	1	1	1
Total Assessment Allowable	**$ 80.19**	**$ 20.05**	**$ 42.06**	**$ -**	**$ 120.30**	**$ 389.00**	**$ 380.95**	**$ 240.60**	**$ 60.15**	**$ 330.70**	**$ 160.40**	**$ 21.03**	**$ 80.20**	**$ 19.45**	**$ 20.05**	**$ 100.25**

APPENDIX A
COST TABLE
ENGINEER'S REPORT
STREET LIGHTING DISTRICT NO. 1, FY 2022-2023

District Name	Annexation S3-E	Annexation S3-F	Annexation S3-G	Annexation S3-H	Annexation S3-J	Annexation S4-A	Annexation S4-B	Annexation S4-C	Annexation S4-D	Annexation S4-E	Annexation S4-F	Annexation S4-G	Annexation S4-H	Annexation S4-I	Annexation S5-B	Annexation S5-C
Description	Tract 13575	CUP 550	CRA 623	CUP 542	MS 201	MS 213	MS 211	CUP 559	CUP 636	CRA 546	CRA 641	CRA 640	CUP 562	CUP 548	Tract 10179	CUP 574
Original Parcels	APN 1212-701-01 THRU 27	APN 292-165-15	APN 292-381-08	APN 292-064-13, 17, 21 THRU 27	APN 171-341-33	APN 172-301-14 THRU 17	APN 292-201-36 & 37 Subsequently 36 became 38	APN 171-202-30	APN 169-043-14	APN 292-192-11	APN 292-310-36	APN 169-301-08, 10, 11	APN 292-064-17	APN 169-313-16	APN 167-861-37 THRU 54; APN 167-851-39 THRU 56	APN 171-202-33
Zone	1	3 & 4	1	4	3	4	3	3	1	4	1	4	See ANX S3-H	1	1	1
Unit of Benefit/Zone																
Zone 1 UOB	36	0	1	0	0	0	0	0	3	0	2	0	0	4	26	1
Zone 2 UOB	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Zone 3 UOB	0	9	0	0	4	0	5	2	0	0	0	0	0	0	0	0
Zone 4 UOB	0	2	0	27	0	3	0	0	0	11	0	1	0	0	0	0
TOTAL UOB per Zone	36	11	1	27	4	3	5	2	3	11	2	1	0	4	26	1
Actual Expenses																
Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Incidental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Calculation of Current Assessments:																
Unit of Benefit Assessment/ Zone																
Zone 1	$ 734	$ -	$ 20	$ -	$ -	$ -	$ -	$ -	$ 61	$ -	$ 41	$ -	$ -	$ 82	$ 530	$ 20
Zone 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Zone 3	$ -	$ 249	$ -	$ -	$ 111	$ -	$ 138	$ 55	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Zone 4	$ -	$ 60	$ -	$ 811	$ -	$ 90	$ -	$ -	$ -	$ 330	$ -	$ 30	$ -	$ -	$ -	$ -
SUBTOTAL	**$ 734**	**$ 309**	**$ 20**	**$ 811**	**$ 111**	**$ 90**	**$ 138**	**$ 55**	**$ 61**	**$ 330**	**$ 41**	**$ 30**	**$ -**	**$ 82**	**$ 530**	**$ 20**
Incidental Expenses																
Engineering and Admin.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL APPLIED UOB & EXPENSES	**$ 734**	**$ 309**	**$ 20**	**$ 811**	**$ 111**	**$ 90**	**$ 138**	**$ 55**	**$ 61**	**$ 330**	**$ 41**	**$ 30**	**$ -**	**$ 82**	**$ 530**	**$ 20**
Levy Adjustments																
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ (34)	$ (86)	$ (1)	$ (243)	$ (30)	$ (27)	$ (38)	$ (15)	$ (3)	$ (99)	$ (2)	$ (9)	$ -	$ (4)	$ (24)	$ (1)
BALANCE TO LEVY	**$ 733.68**	**$ 308.73**	**$ 20.38**	**$ 810.81**	**$ 110.52**	**$ 90.09**	**$ 138.15**	**$ 55.26**	**$ 61.14**	**$ 330.33**	**$ 40.76**	**$ 30.03**	**$ -**	**$ 81.52**	**$ 529.88**	**$ 20.38**
Total # of Parcels	27	1	1	9	1	4	2	1	1	1	1	3	1	1	36	1
Total Parcels Levied	27	1	1	9	1	4	2	1	1	1	1	3	0	1	36	1
Total Assessment Allowable	**$ 700.11**	**$ 222.51**	**$ 19.45**	**$ 567.81**	**$ 80.20**	**$ 63.10**	**$ 100.25**	**$ 40.10**	**$ 58.35**	**$ 231.33**	**$ 38.90**	**$ 21.03**	**$ -**	**$ 77.80**	**$ 505.80**	**$ 19.45**

APPENDIX A
COST TABLE
ENGINEER'S REPORT
STREET LIGHTING DISTRICT NO. 1, FY 2022-2023

District Name	Annexation S5-D	Annexation S5-E	Annexation S6-A	Annexation S6-B	Annexation S7-A	Annexation S7-B	Annexation S7-C	Annexation S7-D	Annexation S7-E	Annexation S7-F	Annexation S7-G	Annexation S7-H	Annexation S8-A	Annexation S8-B	Annexation S9-A	Annexation S9-B
Description	CRA 642	MS 216-B	CRA 648	CUP 581	MS 228	CRA 639	CUP 602	CUP 590	CUP 607	CUP 577	CUP 541	Tract 14790-1	CUP 584	CRA 666	Tract 15589	MS 221
Original Parcels	APN 292-154-12	APN 174-021-41 & 42	APN 292-157-16	APN 171-203-13	APN 171-161-14 & 15 Subsequently, S1-S and S7-H were resubdivided. Proportionate assessments levied to 0171-161-17 for for S7-A	APN 292-152-39	APN 292-063-48	APN 171-332-30	APN 167-101-13	APN 1212-041-01	APN 174-261-15	APN 176-521-01 THRU 13, 18 THRU 23, 27 THRU 32, APN 176-531-01 THRU 03, 07 THRU 09, 12 THRU 14, 18, 20 THRU 25 Subsequently, 0176-531-14 was changed to -26	APN 172-121-03	APN 292-158-03 Subsequently, 03 was changed to 17	APN 293-421-01 THRU 45	APN 174-281-33, 34, 35, 37
Zone	3	1	4	1	3	3	4	1	1 & 3	1	1	2	3	3	1 & 4	1
Unit of Benefit/Zone																
Zone 1 UOB	0	2	0	2	0	0	0	2	4	4	8	0	0	0	5	3
Zone 2 UOB	0	0	0	0	0	0	0	0	0	0	0	125	0	0	0	0
Zone 3 UOB	5	0	0	0	10	5	0	0	6	0	0	0	1	2	0	0
Zone 4 UOB	0	0	9	0	0	0	2	0	0	0	0	0	0	0	5	0
TOTAL UOB per Zone	5	2	9	2	10	5	2	2	10	4	8	125	1	2	10	3
Actual Expenses																
Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Incidental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Calculation of Current Assessments:																
Unit of Benefit Assessment/ Zone																
Zone 1	$ -	$ 41	$ -	$ 41	$ -	$ -	$ -	$ 41	$ 82	$ 82	$ 163	$ -	$ -	$ -	$ 102	$ 61
Zone 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,061	$ -	$ -	$ -	$ -
Zone 3	$ 138	$ -	$ -	$ -	$ 276	$ 138	$ -	$ -	$ 166	$ -	$ -	$ -	$ 28	$ 55	$ -	$ -
Zone 4	$ -	$ -	$ 270	$ -	$ -	$ -	$ 60	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150	$ -
SUBTOTAL	**$ 138**	**$ 41**	**$ 270**	**$ 41**	**$ 276**	**$ 138**	**$ 60**	**$ 41**	**$ 247**	**$ 82**	**$ 163**	**$ 1,061**	**$ 28**	**$ 55**	**$ 252**	**$ 61**
Incidental Expenses																
Engineering and Admin.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL APPLIED UOB & EXPENSES	**$ 138**	**$ 41**	**$ 270**	**$ 41**	**$ 276**	**$ 138**	**$ 60**	**$ 41**	**$ 247**	**$ 82**	**$ 163**	**$ 1,061**	**$ 28**	**$ 55**	**$ 252**	**$ 61**
Levy Adjustments																
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ (38)	$ (2)	$ (81)	$ (2)	$ (76)	$ (38)	$ (18)	$ (2)	$ (49)	$ (4)	$ (7)	$ 599	$ (8)	$ (15)	$ (50)	$ (3)
BALANCE TO LEVY	**$ 138.15**	**$ 40.76**	**$ 270.27**	**$ 40.76**	**$ 276.30**	**$ 138.15**	**$ 60.06**	**$ 40.76**	**$ 247.30**	**$ 81.52**	**$ 163.04**	**$ 1,061.25**	**$ 27.63**	**$ 55.26**	**$ 252.05**	**$ 61.14**
Total # of Parcels	1	2	1	1	2	1	1	1	1	1	1	40	1	1	45	4
Total Parcels Levied	1	2	1	1	2	1	1	1	1	1	1	40	1	1	45	4
Total Assessment Allowable	**$ 100.25**	**$ 38.90**	**$ 189.27**	**$ 38.90**	**$ 200.50**	**$ 100.25**	**$ 42.06**	**$ 38.90**	**$ 198.10**	**$ 77.80**	**$ 155.60**	**$ 1,660.00**	**$ 20.05**	**$ 40.10**	**$ 202.50**	**$ 58.36**

APPENDIX A
COST TABLE
ENGINEER'S REPORT
STREET LIGHTING DISTRICT NO. 1, FY 2022-2023

District Name	Annexation S9-D	Annexation S9-E	Annexation S9-F	Annexation S10-A	Annexation S10-B	Annexation S10-C	Annexation S10-D	Annexation S10-E	Annexation S10-F	Annexation S10-G	Annexation S10-H	Annexation S10-I	Annexation S10-J	Annexation S10-K	Annexation S10-M
Description	CUP 617	CRA 670	CUP 629	Tract 15040	Tract 15832	Tract 15937	Tract 16015	Tract 16029	Tract 16032	Tract 16082	Tract 16101	MS 253, 255 (PM 15530, 15617	MS 252 (PM 15492	CRA 720	CRA 679
Original Parcels	APN 292-033-13	APN 292-157-20	APN 1212-431-02	APN 174-631-01 THRU 09, 11 THRU 35, 37 THRU 58, 63 & 64	APN 172-301-18 THRU 22, 26	APN 168-731-01 THRU 25, APN 168-741-01 THRU 78, APN 168-751-01 THRU 56	APN 1212-021-01 THRU 62	APN 167-081-13 THRU 45	APN 170-481-20 THRU 34	APN 172-091 24 THRU 36	APN 168-771-01 THRU 50, APN 168-781-01 THRU 34, APN 168-791-01 THRU 28, APN168-801-01 THRU 38	APN 292-153-28, 30 THRU 43	APN 169-011-32 THRU 35, 38 & 39	APN 292-154-22 THRU 25	APN 292-310-42
Zone	3	1	3	1 & 3	1 & 4	1, 3, & 4	1	1 & 3	1 & 4	1	1 & 4	1 & 4	4	1 & 4	1
Unit of Benefit/Zone															
Zone 1 UOB	0	1	0	71	4	95	54	12	9	18	108	17	0	5	1
Zone 2 UOB	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Zone 3 UOB	4	0	5	4	0	30	0	11	0	0	0	0	0	0	0
Zone 4 UOB	0	0	0	0	3	13	0	0	4	0	9	5	7	2	0
TOTAL UOB per Zone	4	1	5	75	7	138	54	23	13	18	117	22	7	7	1
Actual Expenses															
Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Incidental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Calculation of Current Assessments:															
Unit of Benefit Assessment/ Zone															
Zone 1	$ -	$ 20	$ -	$ 1,447	$ 82	$ 1,936	$ 1,101	$ 245	$ 183	$ 367	$ 2,201	$ 346	$ -	$ 102	$ 20
Zone 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Zone 3	$ 111	$ -	$ 138	$ 111	$ -	$ 829	$ -	$ 304	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Zone 4	$ -	$ -	$ -	$ -	$ 90	$ 390	$ -	$ -	$ 120	$ -	$ 270	$ 150	$ 210	$ 60	$ -
SUBTOTAL	**$ 111**	**$ 20**	**$ 138**	**$ 1,558**	**$ 172**	**$ 3,155**	**$ 1,101**	**$ 548**	**$ 304**	**$ 367**	**$ 2,471**	**$ 497**	**$ 210**	**$ 162**	**$ 20**
Incidental Expenses															
Engineering and Admin.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL APPLIED UOB & EXPENSES	**$ 111**	**$ 20**	**$ 138**	**$ 1,558**	**$ 172**	**$ 3,155**	**$ 1,101**	**$ 548**	**$ 304**	**$ 367**	**$ 2,471**	**$ 497**	**$ 210**	**$ 162**	**$ 20**
Levy Adjustments															
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ (30)	$ (1)	$ (38)	$ (96)	$ (31)	$ (433)	$ (50)	$ (94)	$ (44)	$ (17)	$ (181)	$ (61)	$ (63)	$ (23)	$ (1)
BALANCE TO LEVY	**$ 110.52**	**$ 20.38**	**$ 138.15**	**$ 1,557.50**	**$ 171.61**	**$ 3,155.39**	**$ 1,100.52**	**$ 548.49**	**$ 303.54**	**$ 366.84**	**$ 2,471.31**	**$ 496.61**	**$ 210.21**	**$ 161.96**	**$ 20.38**
Total # of Parcels	1	1	1	58	6	159	62	33	15	13	150	15	6	4	1
Total Parcels Levied	1	1	1	58	6	159	62	33	15	13	150	15	6	4	1
Total Assessment Allowable	**$ 80.20**	**$ 19.45**	**$ 100.25**	**$ 1,461.02**	**$ 140.88**	**$ 2,722.08**	**$ 1,050.28**	**$ 454.08**	**$ 259.20**	**$ 350.09**	**$ 2,290.50**	**$ 435.82**	**$ 147.20**	**$ 139.31**	**$ 19.45**

APPENDIX A
COST TABLE
ENGINEER'S REPORT
STREET LIGHTING DISTRICT NO. 1, FY 2022-2023

District Name	Annexation S10-N	Annexation S10-O	Annexation S10-P	Annexation S10-Q	Annexation S10-R	Annexation S10-S	Annexation S10-T	Annexation S10-U	Annexation S10-V	Annexation S10-W	TOTALS
Description	CUP 35R	CUP 355 REV. 8	CUP 543	MS 234 (PM 15414)	MS 251 (PM 15414)	Tract 14790-2	Tract 14790-3	Tract 15532	CUP 652	MS 240	
Original Parcels	APN 173-251-21	APN 172-121-10, 11, 14	APN 171-431-02 Subsequently, 02 was changed to 05	APN 169-272-29, APN 169-281-45, 46	APN 176-014-16 & 17	APN 294-181-02 THRU 15, APN 294-191-01 THRU 4, 6 THRU 12, 16 THRU 20, APN 294-201-09, 11, 13, 15, 19, 21, 27, 28, APN 294-211-02 THRU 04, 06 THRU 10, 12, 13	APN 294-222-01 THRU 12, APN 294-232-01 THRU 07, APN 294-242-01 THRU 06, APN 294-252-01 THRU 13, APN 294-262-01 THRU 13	APN 168-271-13 THRU 48	APN 171-011-54	APN 292-201-22	
Zone	3	3	3	1 & 2	3	1 & 3	1 & 3	1, 3 & 4	1	1	
Unit of Benefit/Zone											
Zone 1 UOB	0	0	0	6	0	80	70	18	1	0	**749**
Zone 2 UOB	0	0	0	6	0	0	0	0	0	0	**131**
Zone 3 UOB	3	4	6	0	3	41	24	3	0	0	**291**
Zone 4 UOB	0	0	0	0	0	0	0	5	0	0	**158**
TOTAL UOB per Zone	3	4	6	12	3	121	94	26	1	0	**1329**
Actual Expenses											
Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Incidental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Calculation of Current Assessments:											
Unit of Benefit Assessment/ Zone											
Zone 1	$ -	$ -	$ -	$ 122	$ -	$ 1,630	$ 1,427	$ 367	$ 20	$ -	**$ 15,265**
Zone 2	$ -	$ -	$ -	$ 51	$ -	$ -	$ -	$ -	$ -	$ -	**$ 1,112**
Zone 3	$ 83	$ 111	$ 166	$ -	$ 83	$ 1,133	$ 663	$ 83	$ -	$ -	**$ 8,040.33**
Zone 4	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150	$ -	$ -	**$ 4,745**
SUBTOTAL	**$ 83**	**$ 111**	**$ 166**	**$ 173**	**$ 83**	**$ 2,763**	**$ 2,090**	**$ 600**	**$ 20**	**$ -**	**$ 29,162**
Incidental Expenses											
Engineering and Admin.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL APPLIED UOB & EXPENSES	**$ 83**	**$ 111**	**$ 166**	**$ 173**	**$ 83**	**$ 2,763**	**$ 2,090**	**$ 600**	**$ 20**	**$ -**	**$ 29,162**
Levy Adjustments											
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
General Fund Contribution	$ (23)	$ (30)	$ (45)	$ 23	$ (23)	$ (385)	$ (247)	$ (84)	$ (1)	$ -	**$ (3,697)**
BALANCE TO LEVY	**$ 82.89**	**$ 110.52**	**$ 165.78**	**$ 173.22**	**$ 82.89**	**$ 2,763.23**	**$ 2,089.72**	**$ 599.88**	**$ 20.38**	**$ -**	**$ 29,161.88**
Total # of Parcels	1	3	1	3	2	48	51	36	1	1	**993**
Total Parcels Levied	1	3	1	3	2	48	51	36	1	0	**990**
Total Assessment Allowable	**$ 60.15**	**$ 80.19**	**$ 120.30**	**$ 196.44**	**$ 60.16**	**$ 2,377.92**	**$ 1,842.63**	**$ 515.52**	**$ 19.45**	**$ -**	**$ 25,465.25**

APPENDIX B

DISTRICT DIAGRAM

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CITY OF REDLANDS
STREET LIGHT DISTRICT NO. 1

APPENDIX B - ASSESSMENT DIAGRAMS

Abbreviations

APN – Assessor's Parcel Number

CRA – Commission Review and Approval

CUP – Conditional Use Permit

MS – Minor Subdivision

PM – Parcel Map

TM – Tract Map

General comments

Each annexation has its own diagram.

North is up unless notated otherwise.

The assessor's parcel numbers are shown as a 9 digit number.

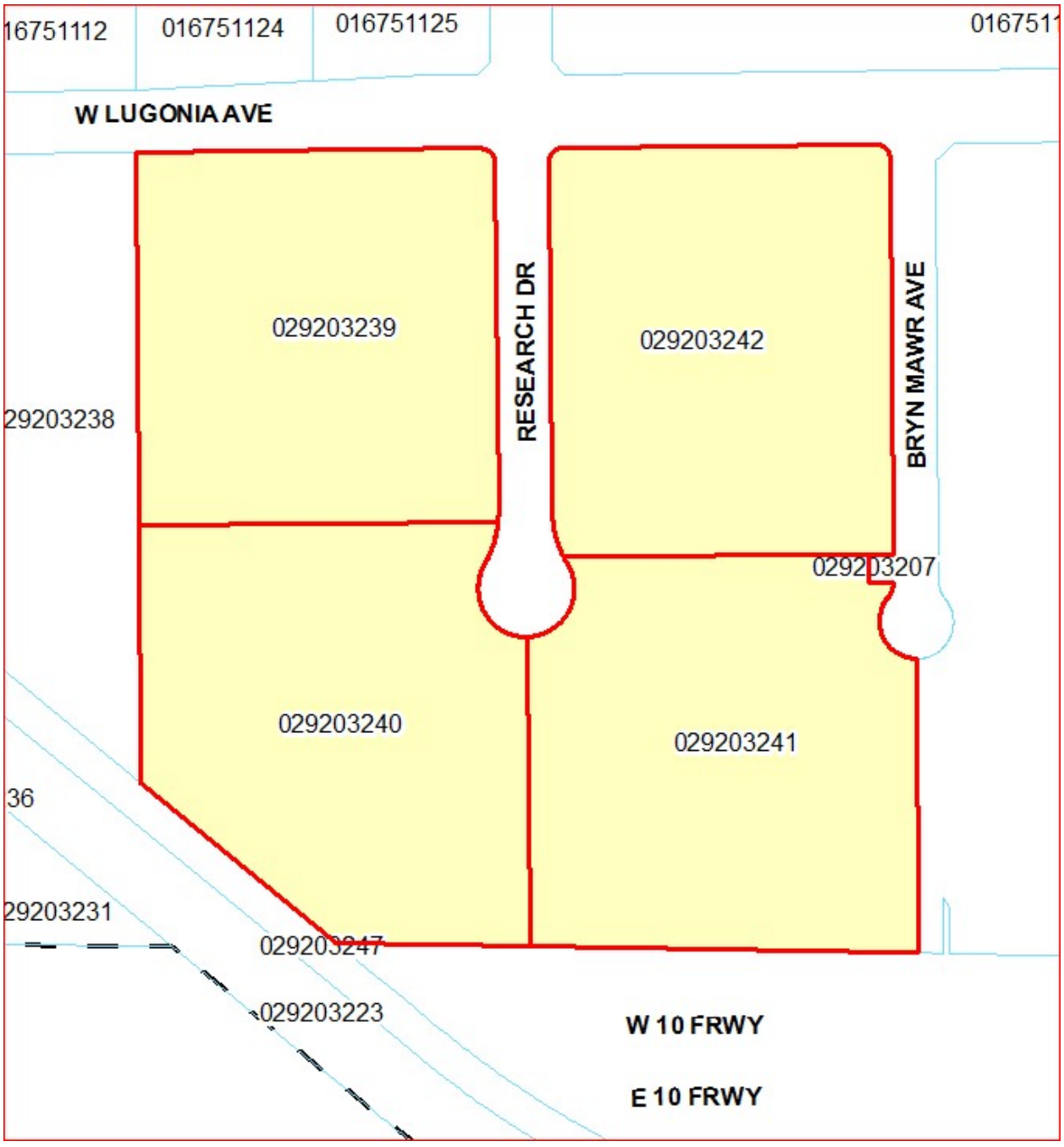
A dark red line delineates the boundary of each annexation.

A shaded background is typically used to indicate parcels within the Street Lighting District.

Annexation #s

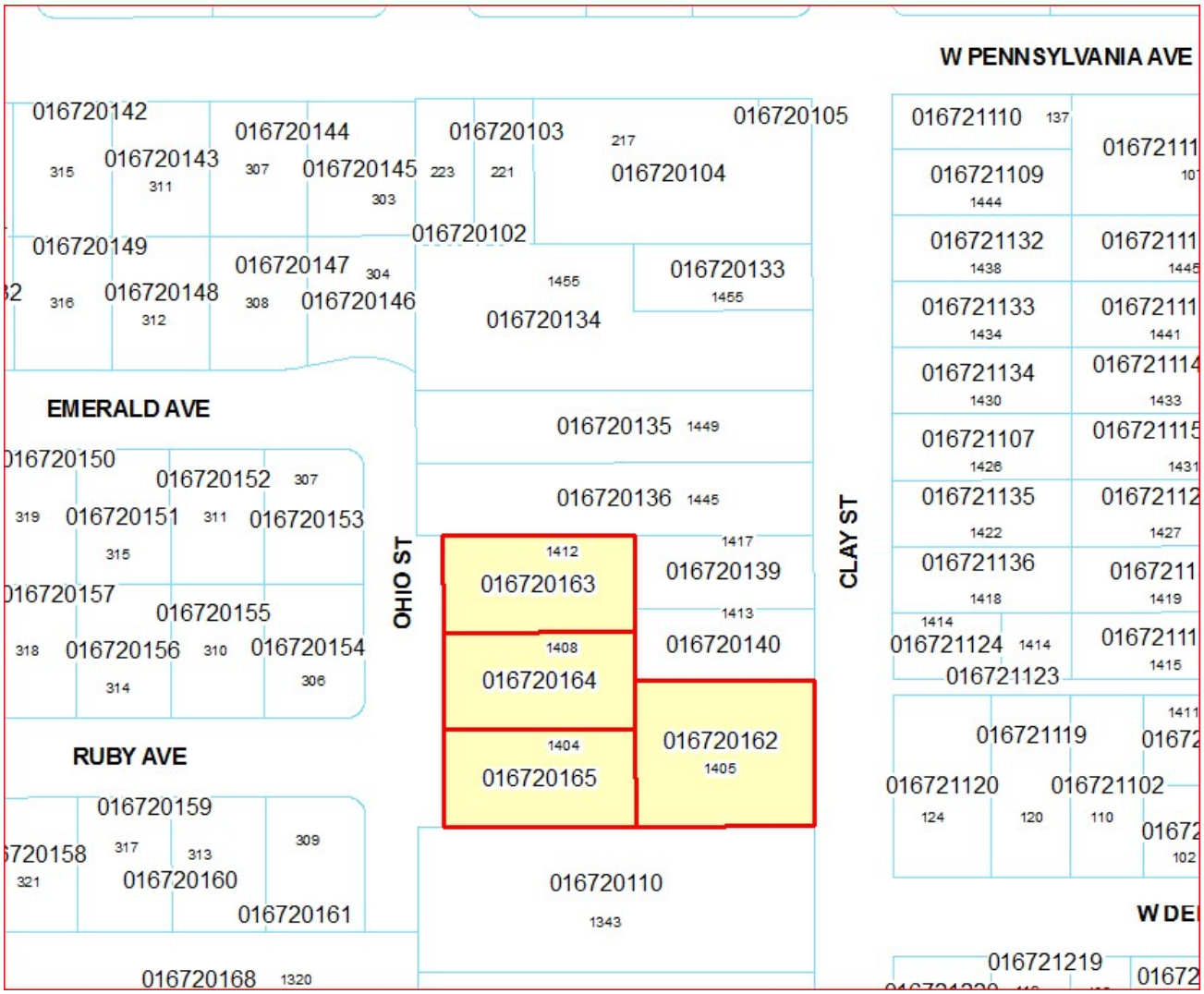
Initial District
S1-A thru S1-Y
S2-A thru S2-H
S3-A thru S3-I
S4-A thru S4-I
S5-A thru S5-E
S6-A thru S6-B
S7-A thru S7-H
S8-A thru S8-C
S9-A thru S9-F
S10-A thru S10-W

Initial District



Parcel Map No. 11917

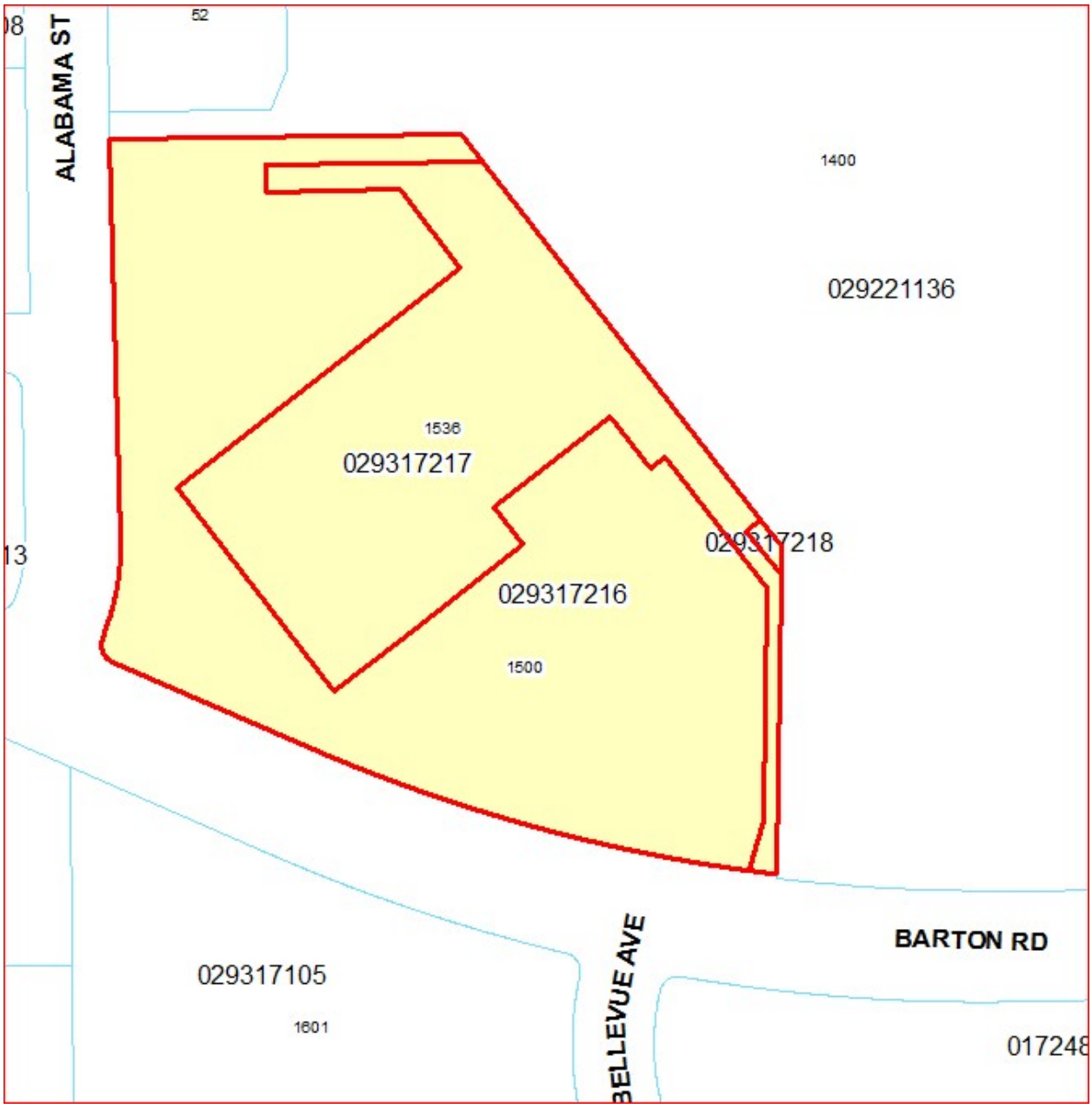
Annexation S1-A



Parcel Map No. 12450

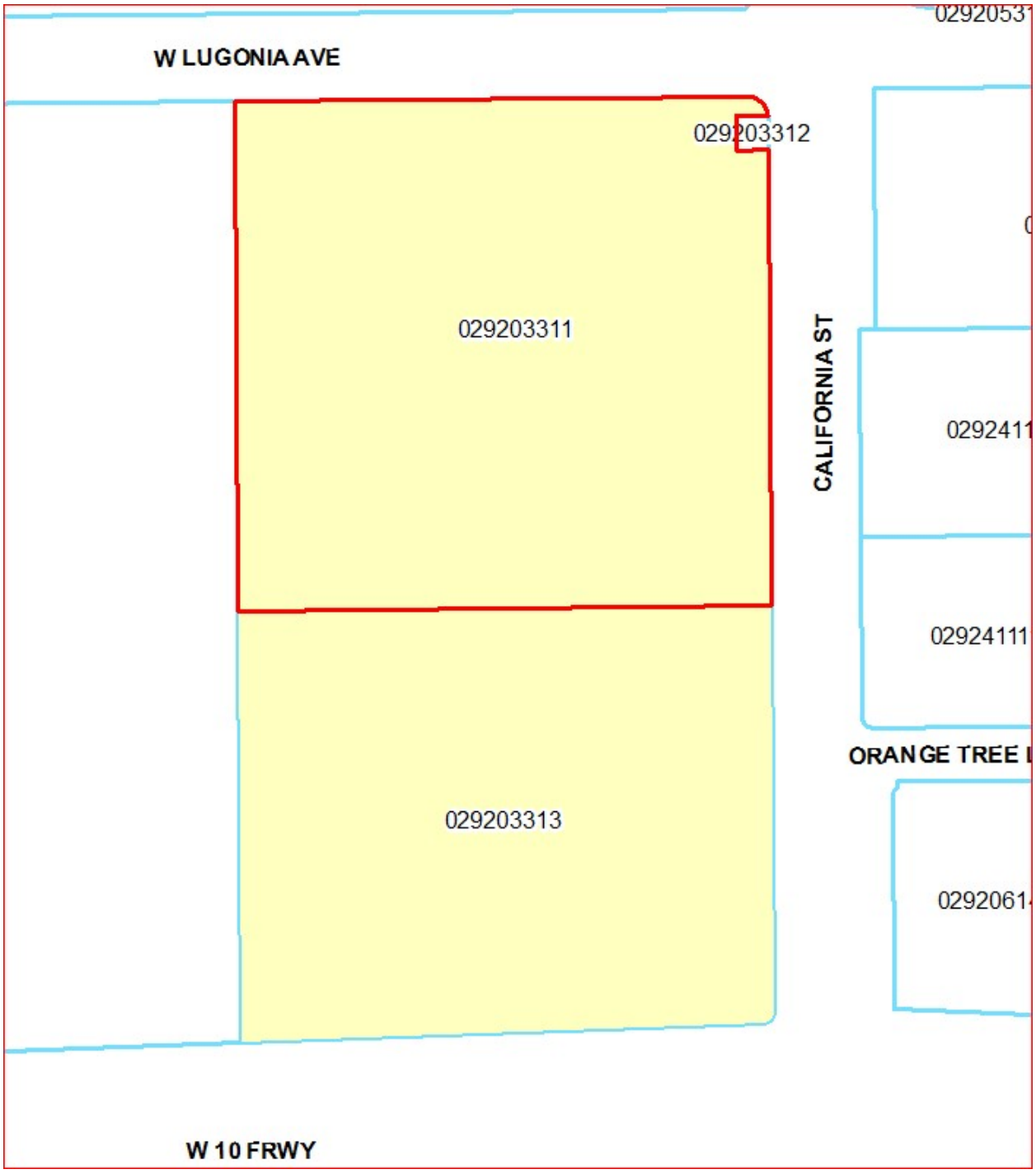
These parcels are not assessed.

Annexation S1-B



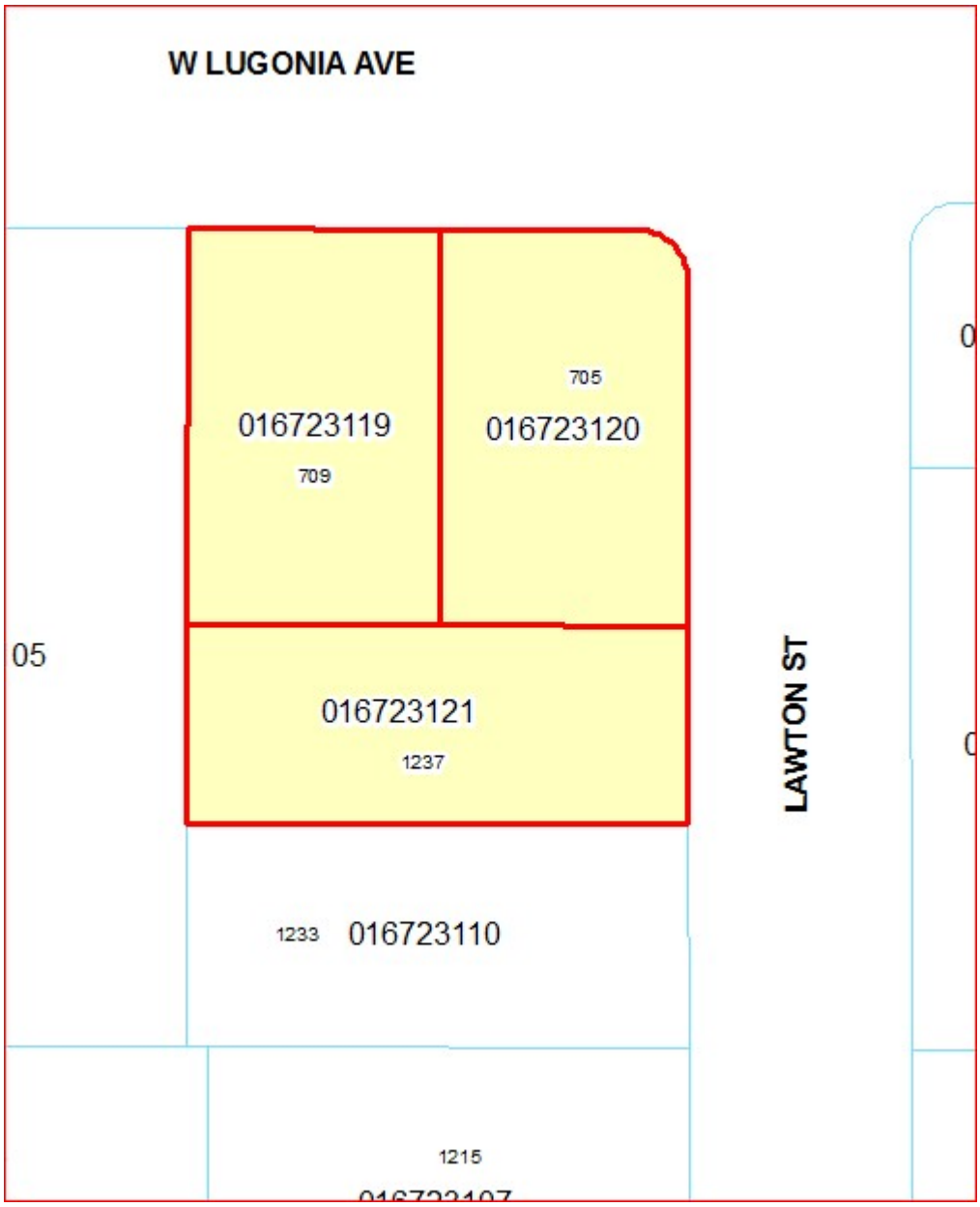
Parcel Map No. 11755

Annexation S1-C



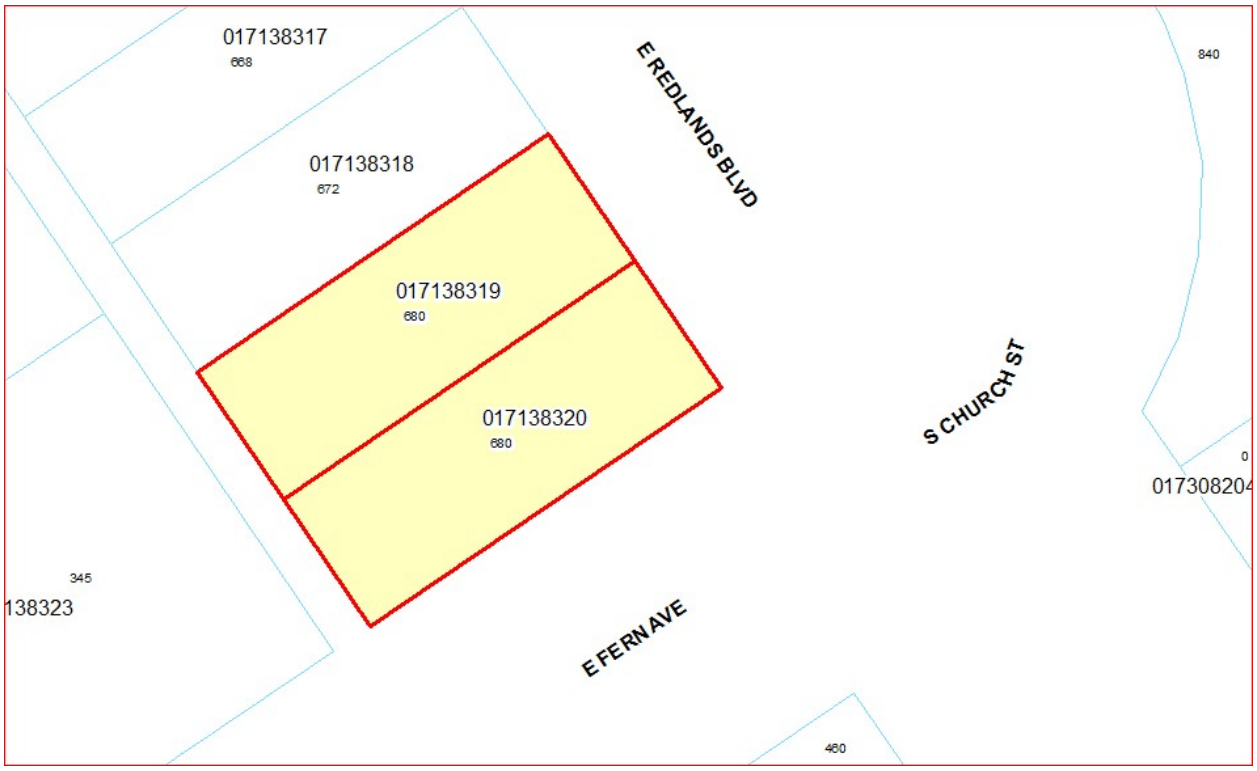
CUP 617

Annexation S1-D



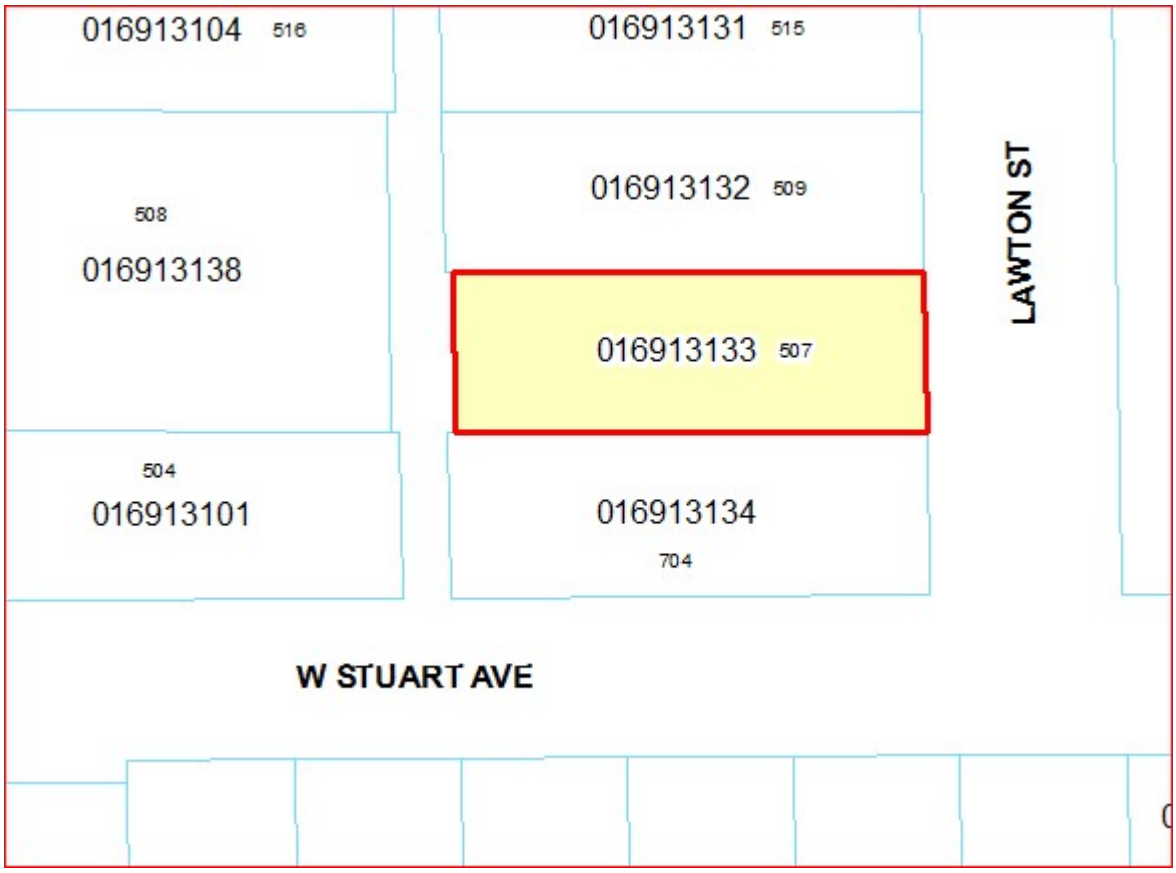
MS 184, Parcel Map No. 12300

Annexation S1-E



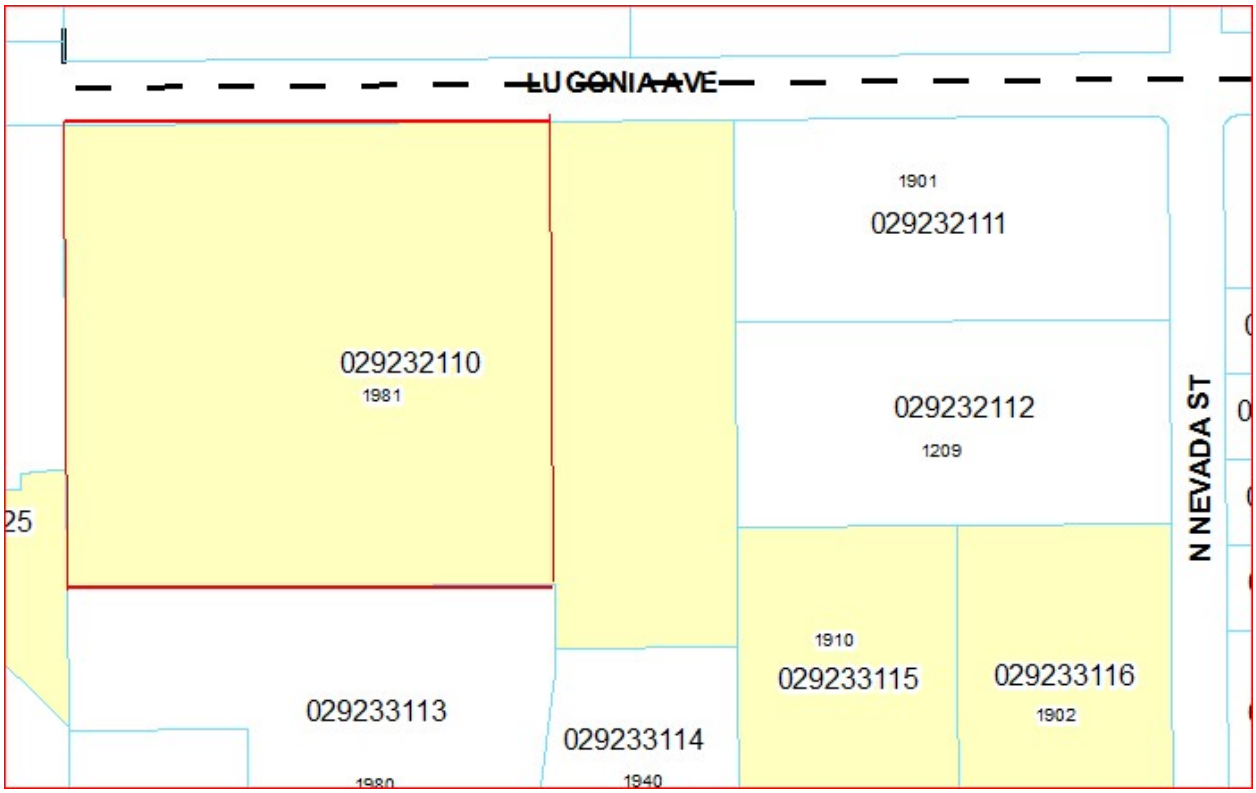
CUP 382

Annexation S1-F



CRA 606

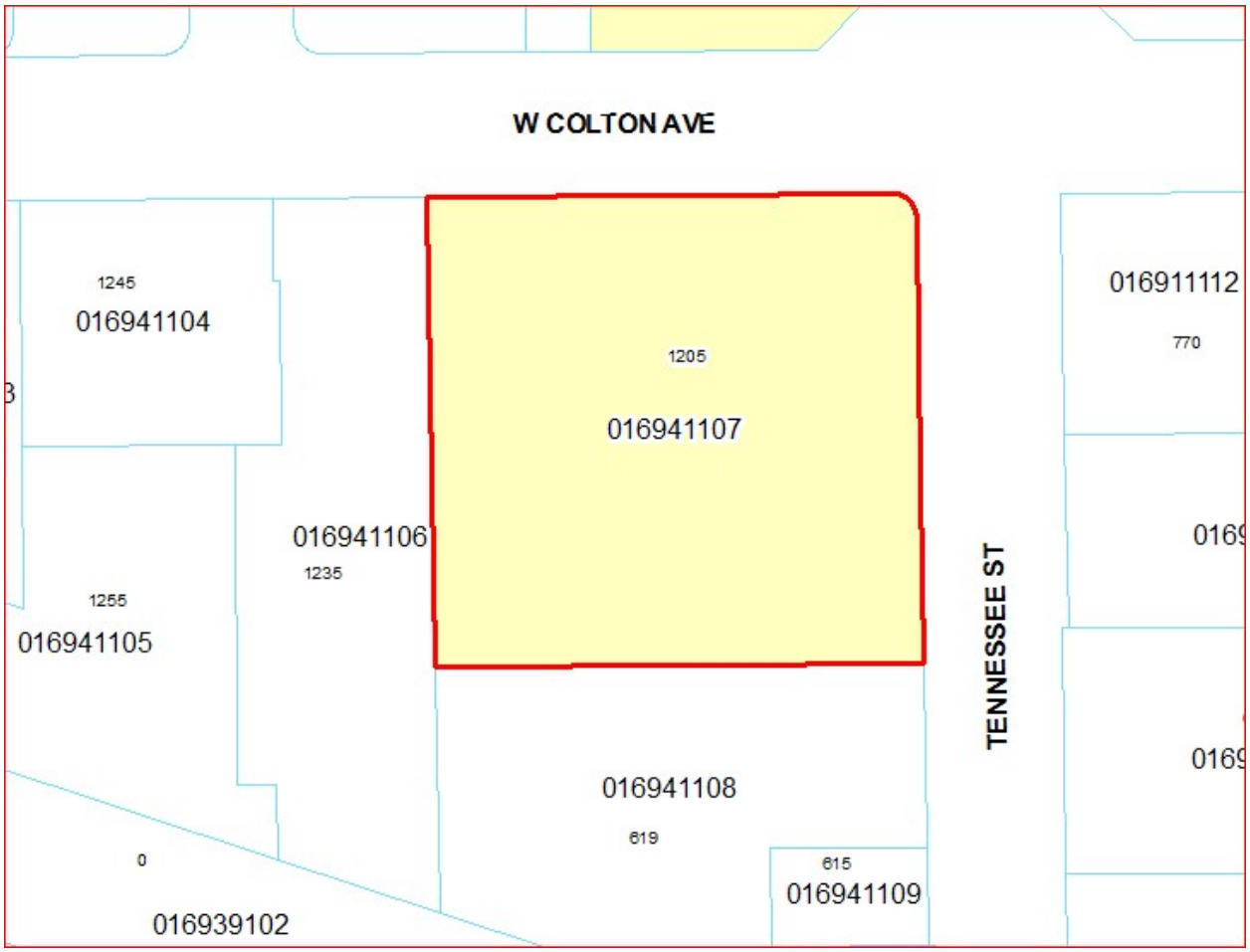
Annexation S1-G



CRA 486

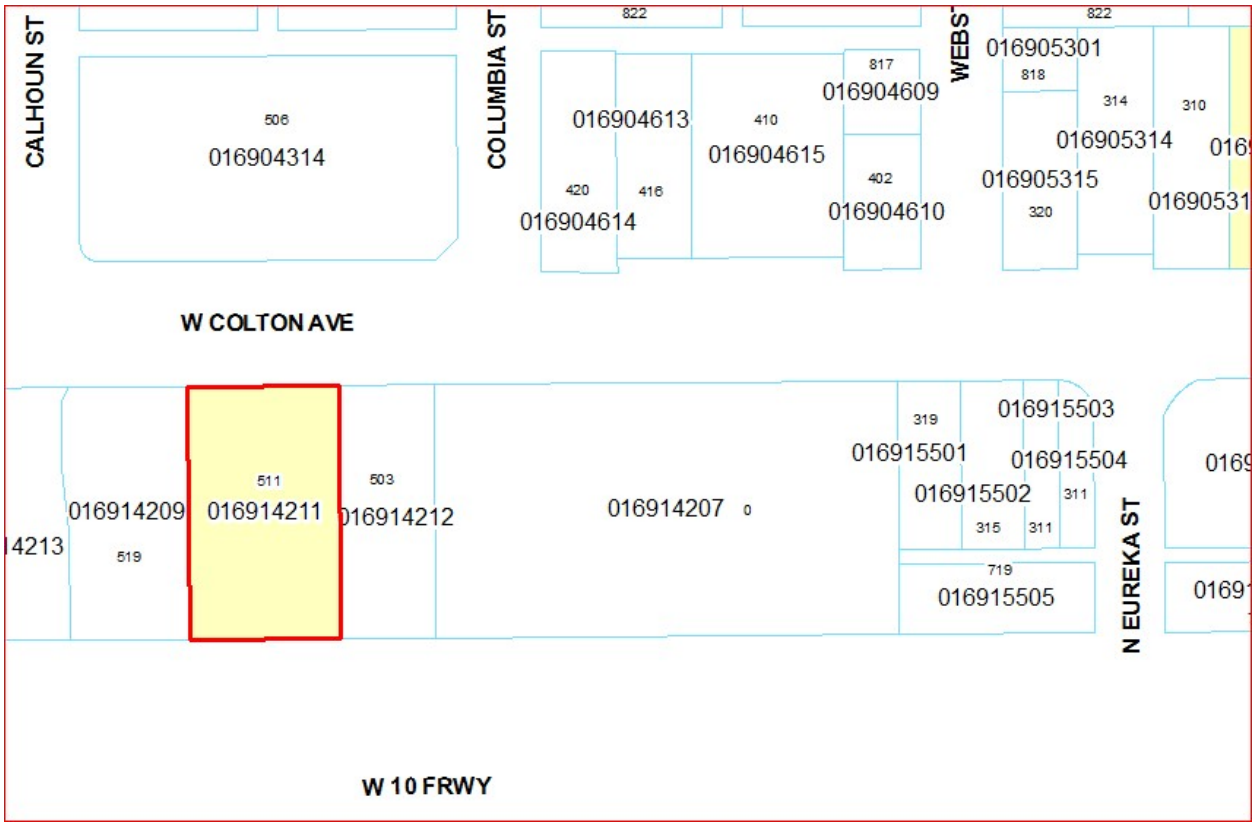
Note: The boundary shown in red was the original parcel for Annexation S1-G. The lot boundary was modified so the entire parcel is shown as part of the Street Light District.

Annexation S1-H



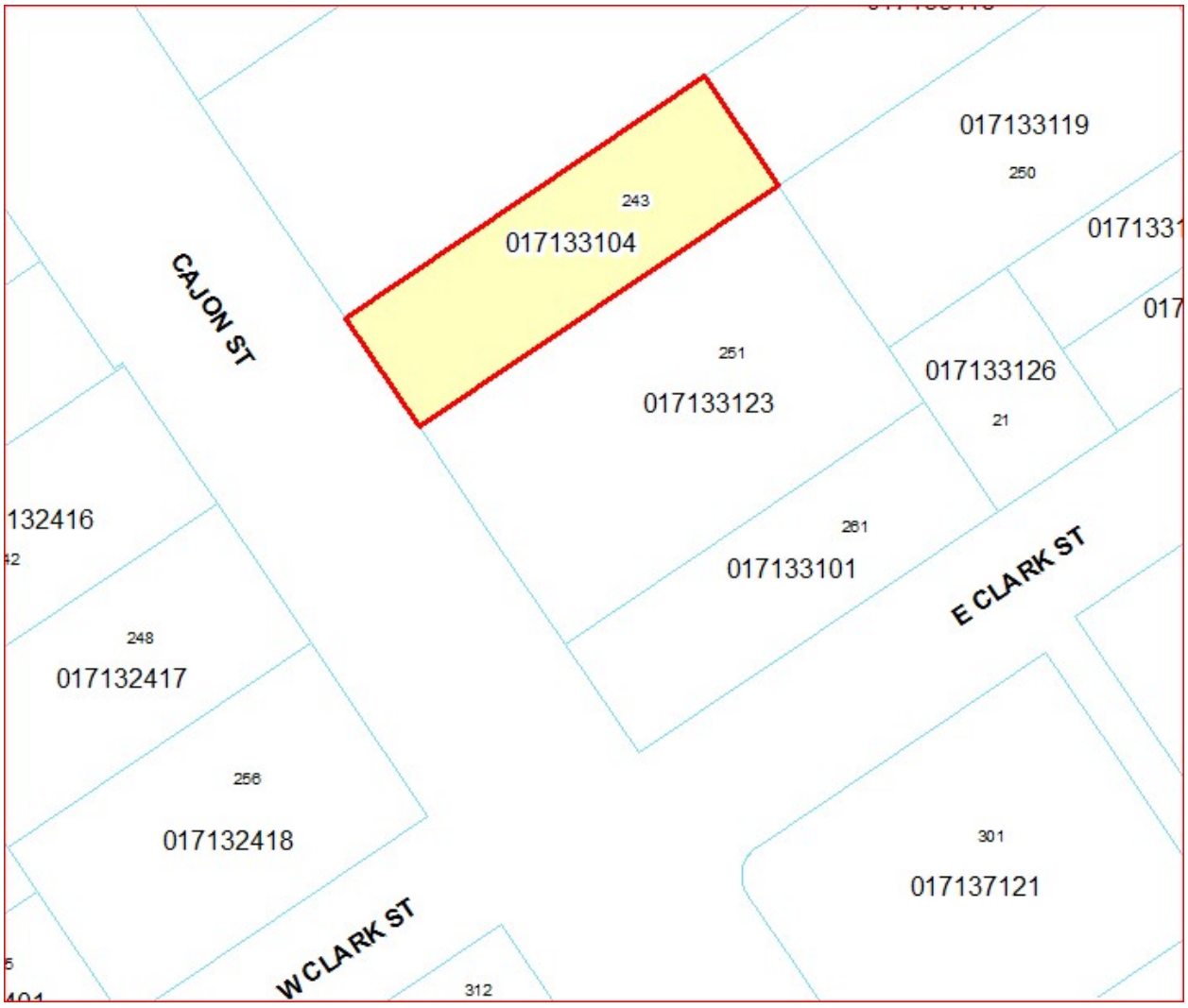
CUP 253

Annexation S1-I



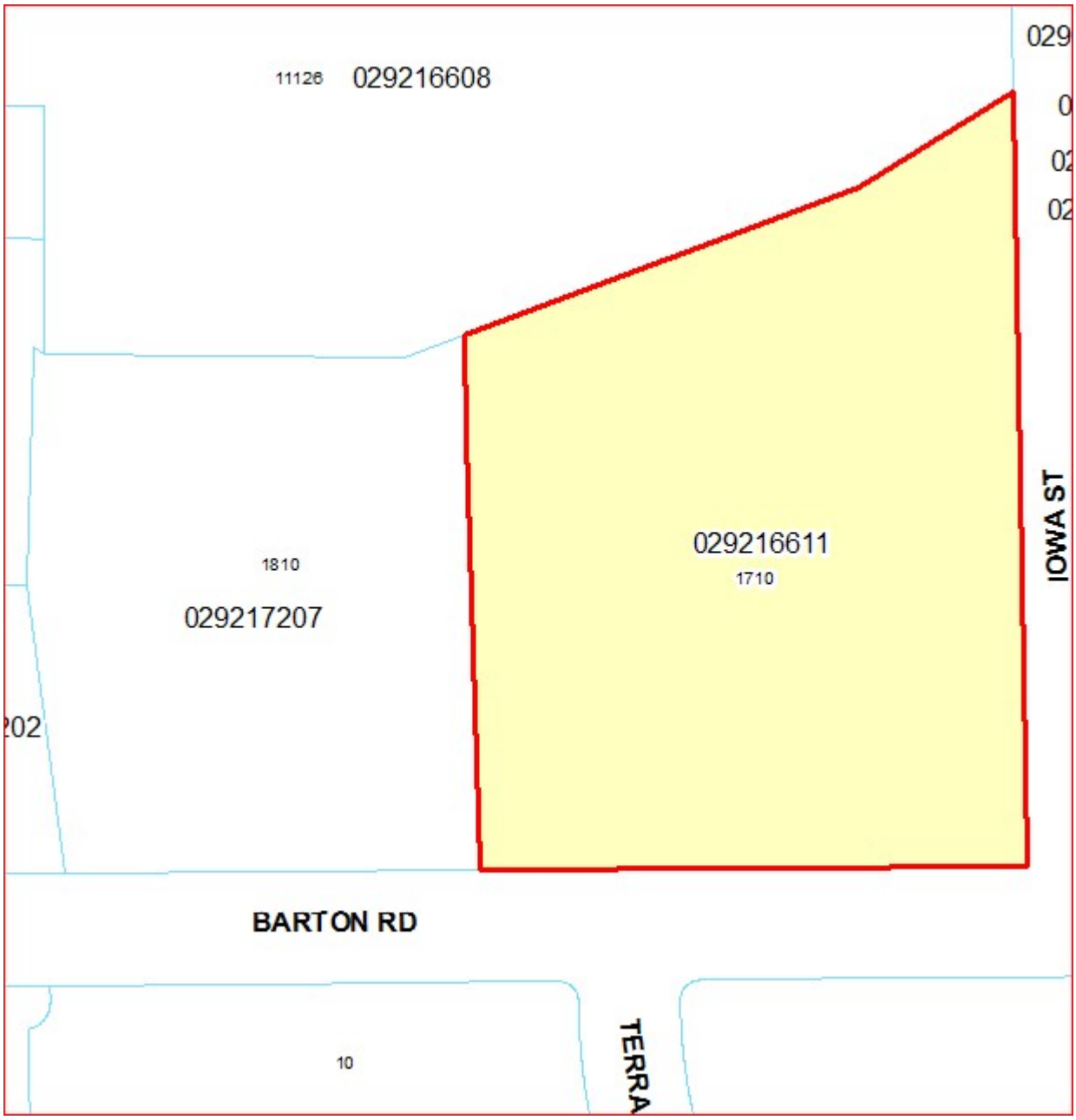
CRA 608

Annexation S1-J



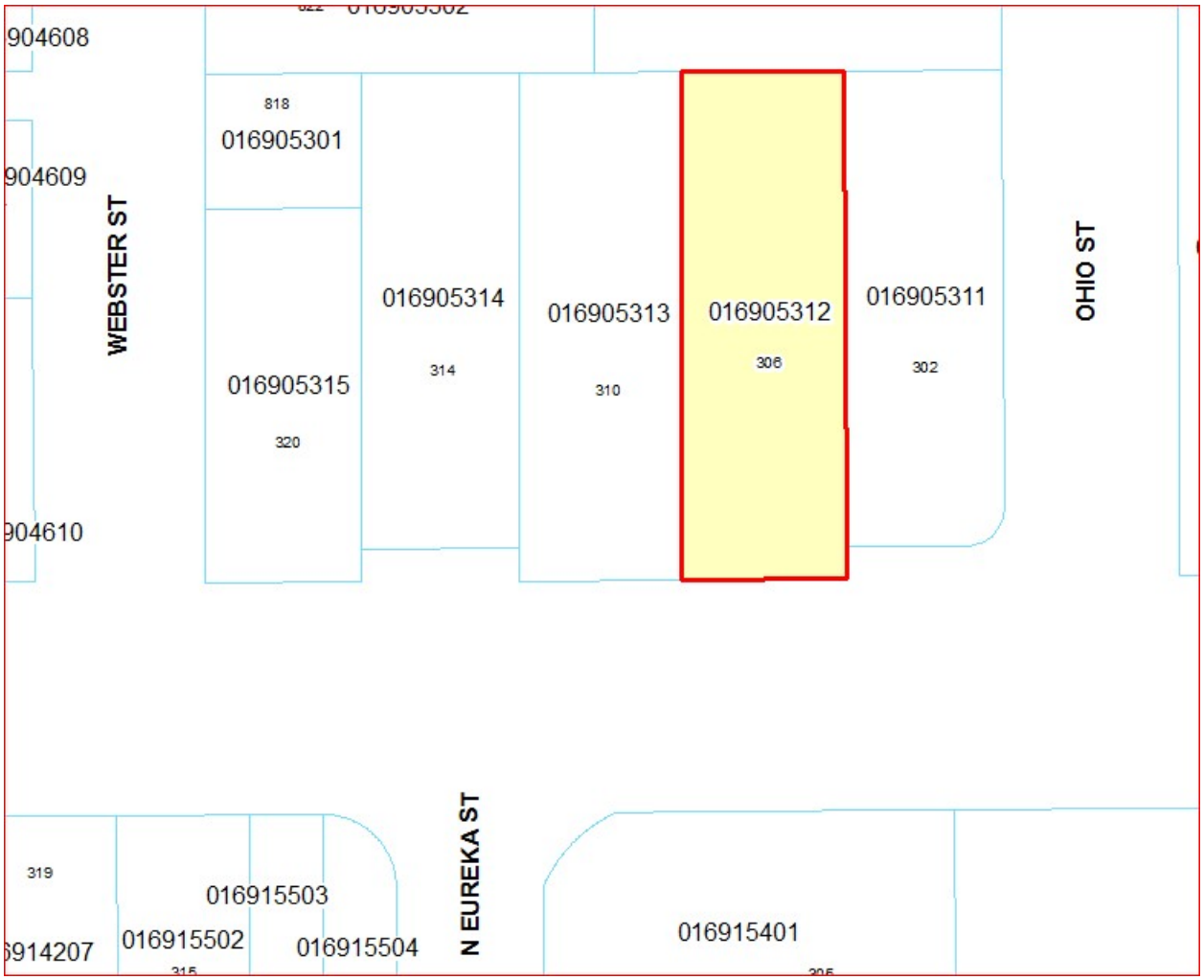
CUP 519

Annexation S1-K



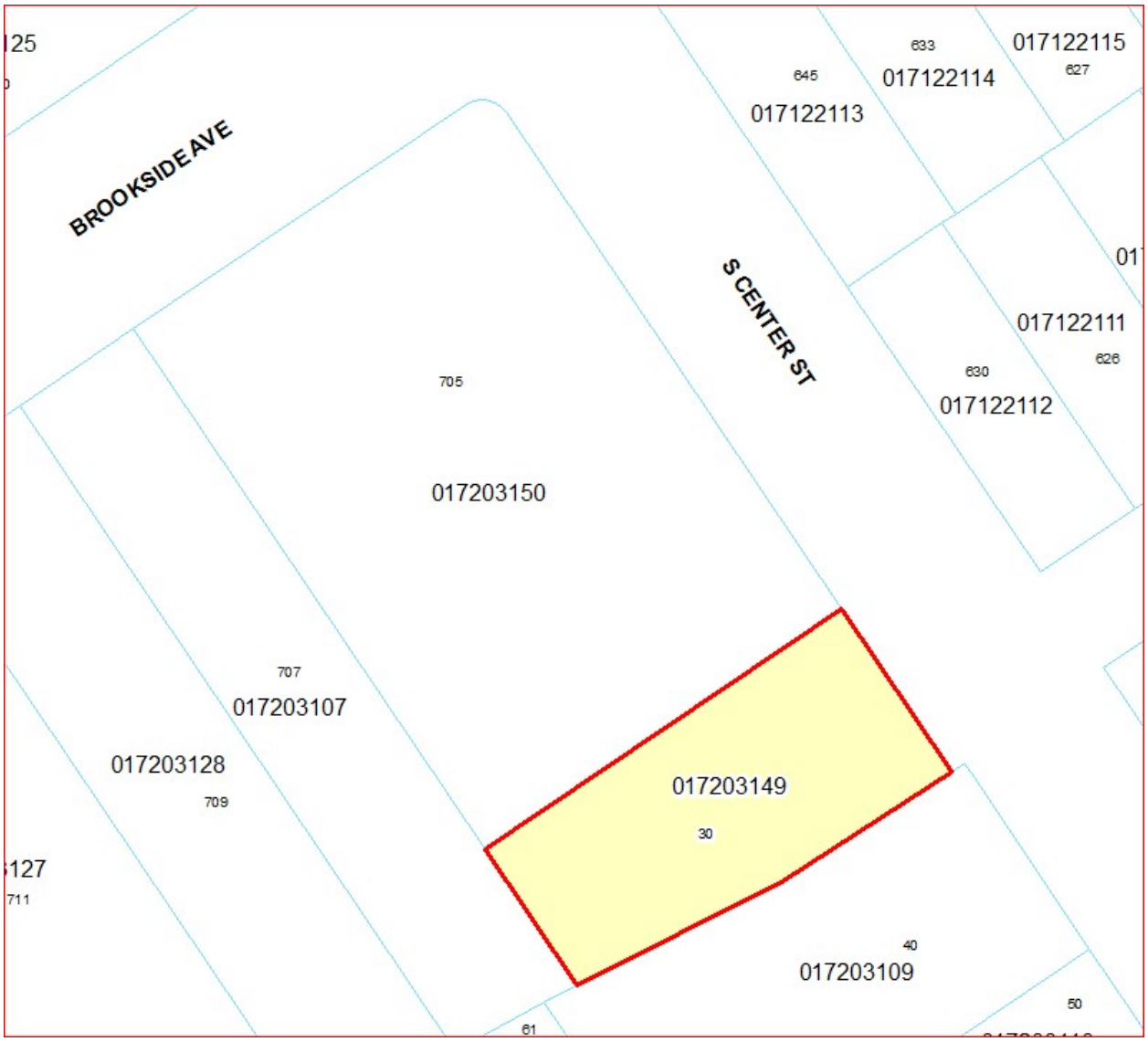
CUP 516

Annexation S1-L



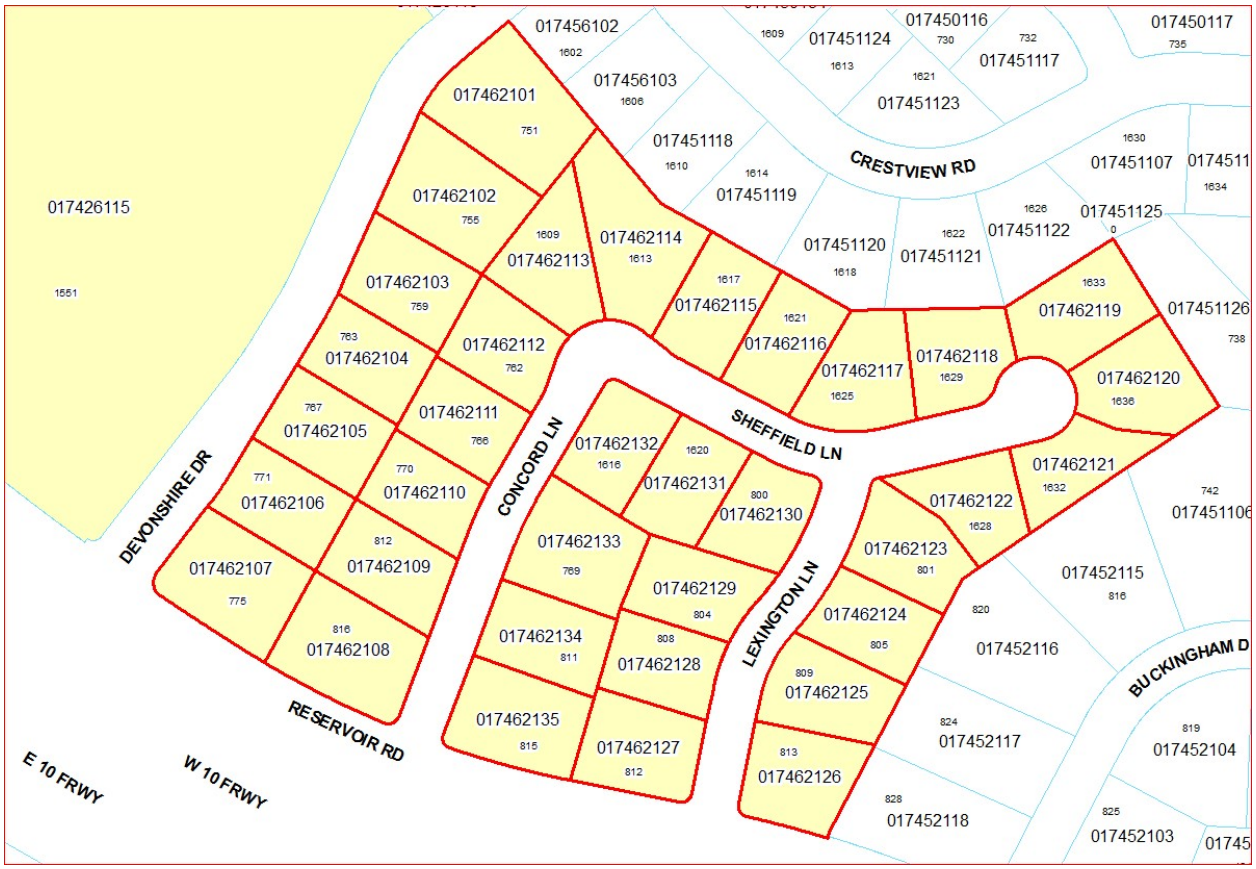
CUP 518

Annexation S1-M



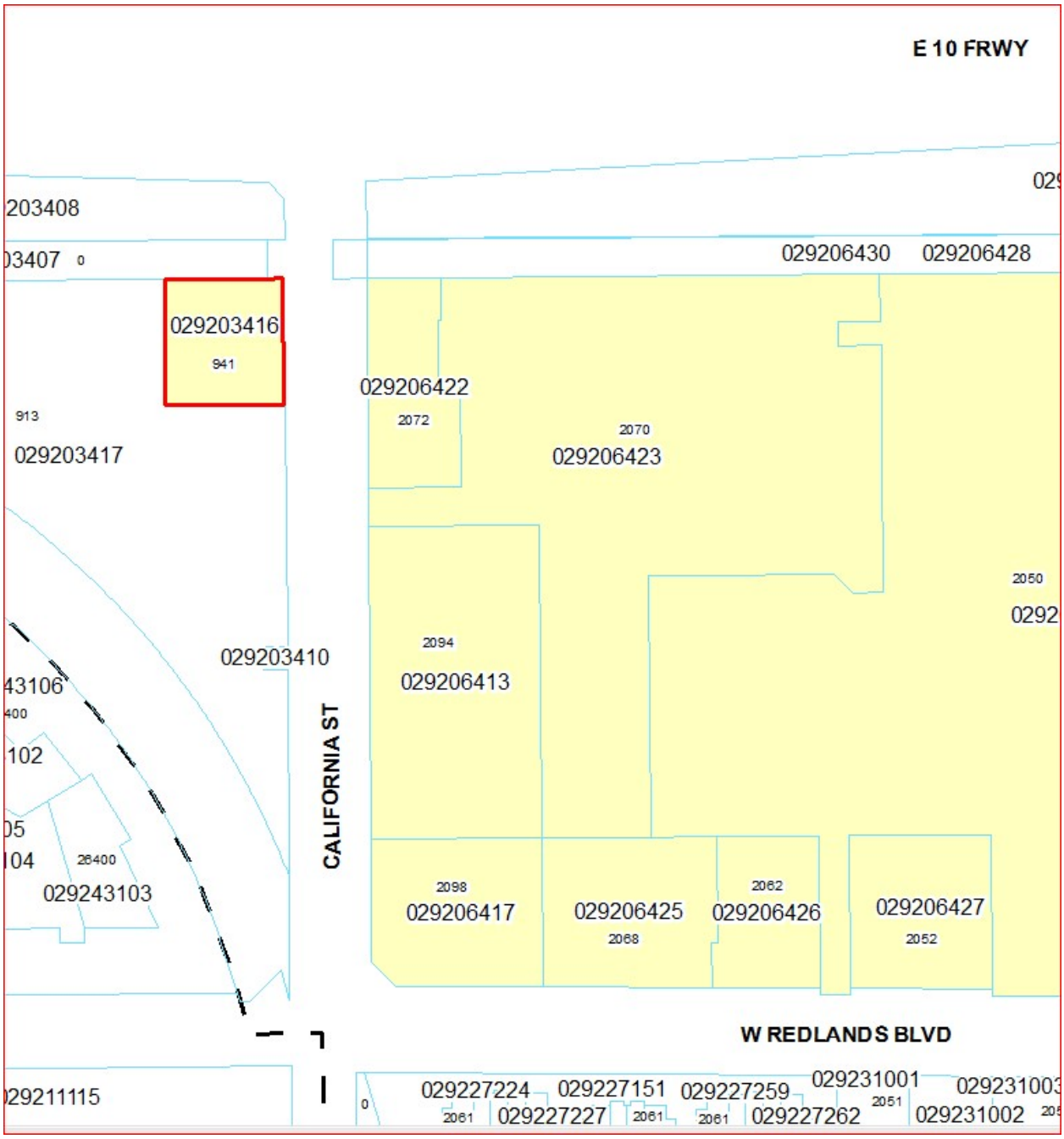
CUP 522

Annexation S1-N



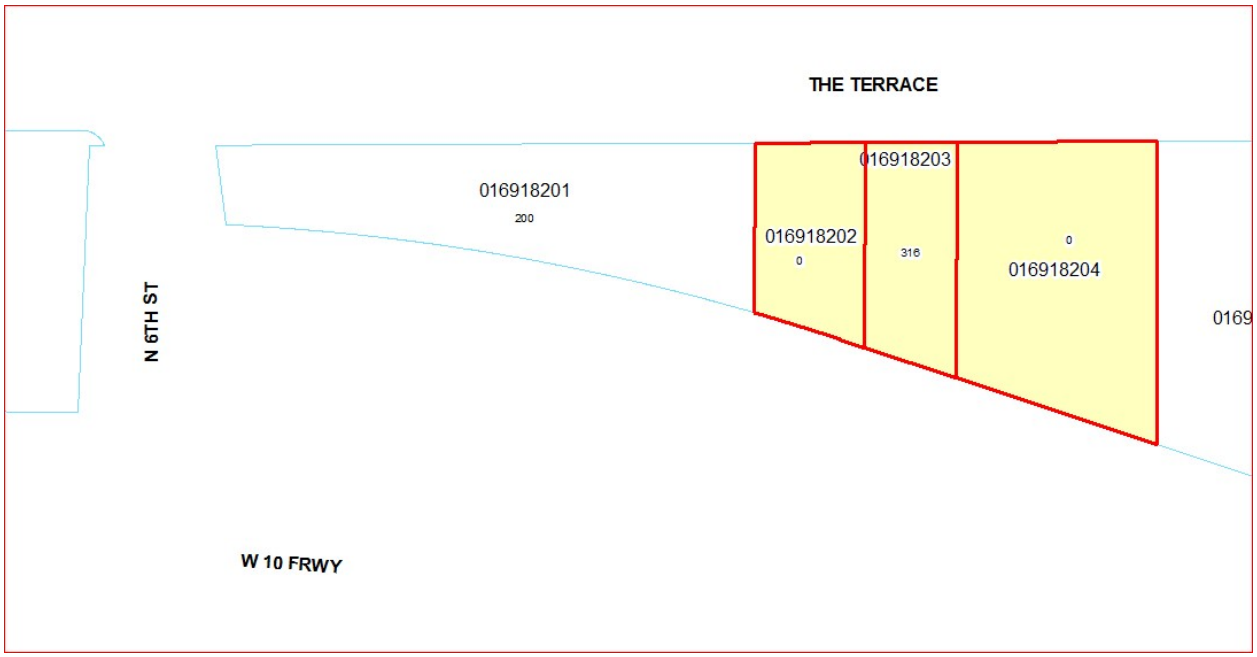
Tract 13947

Annexation S1-O



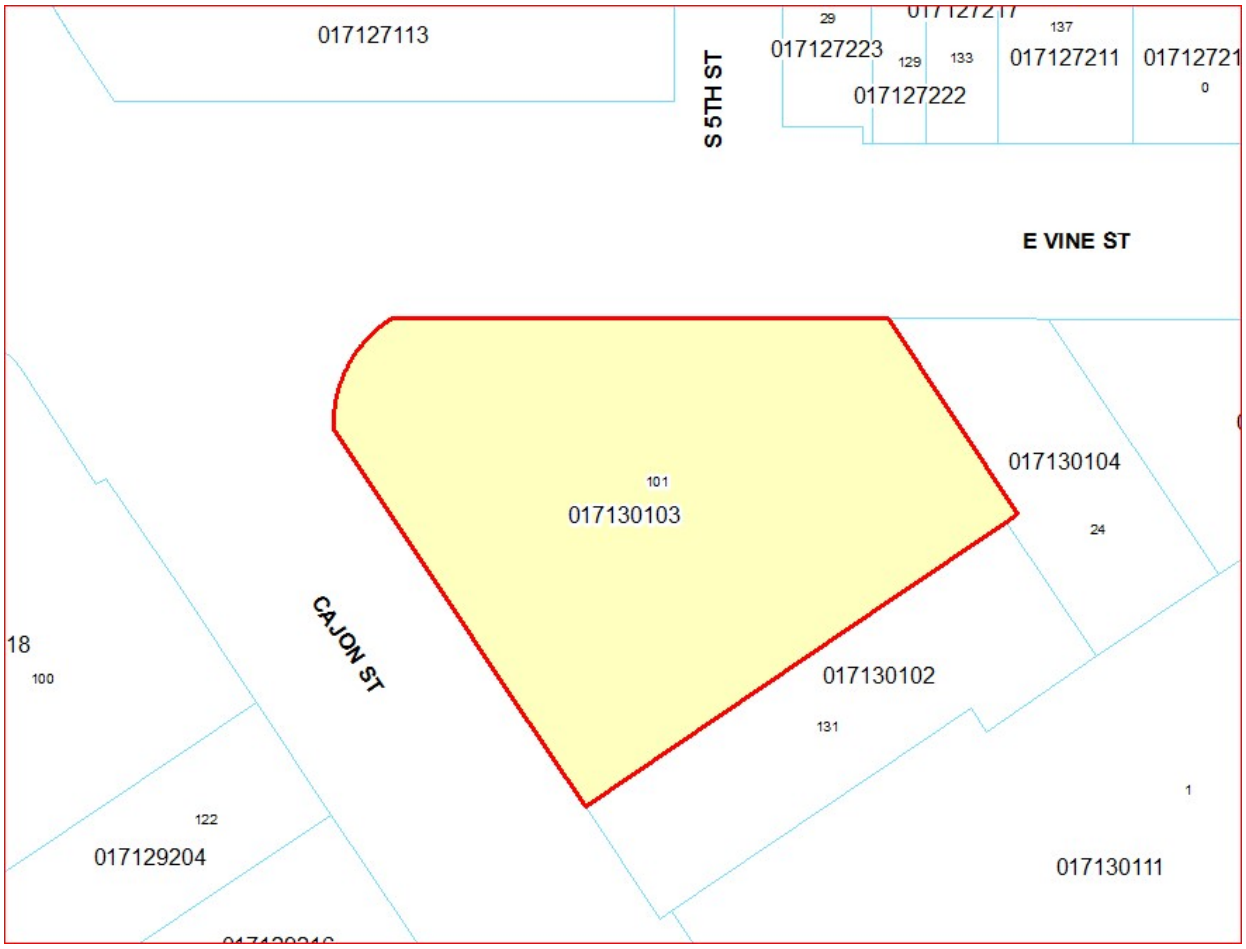
CUP 521

Annexation S1-P



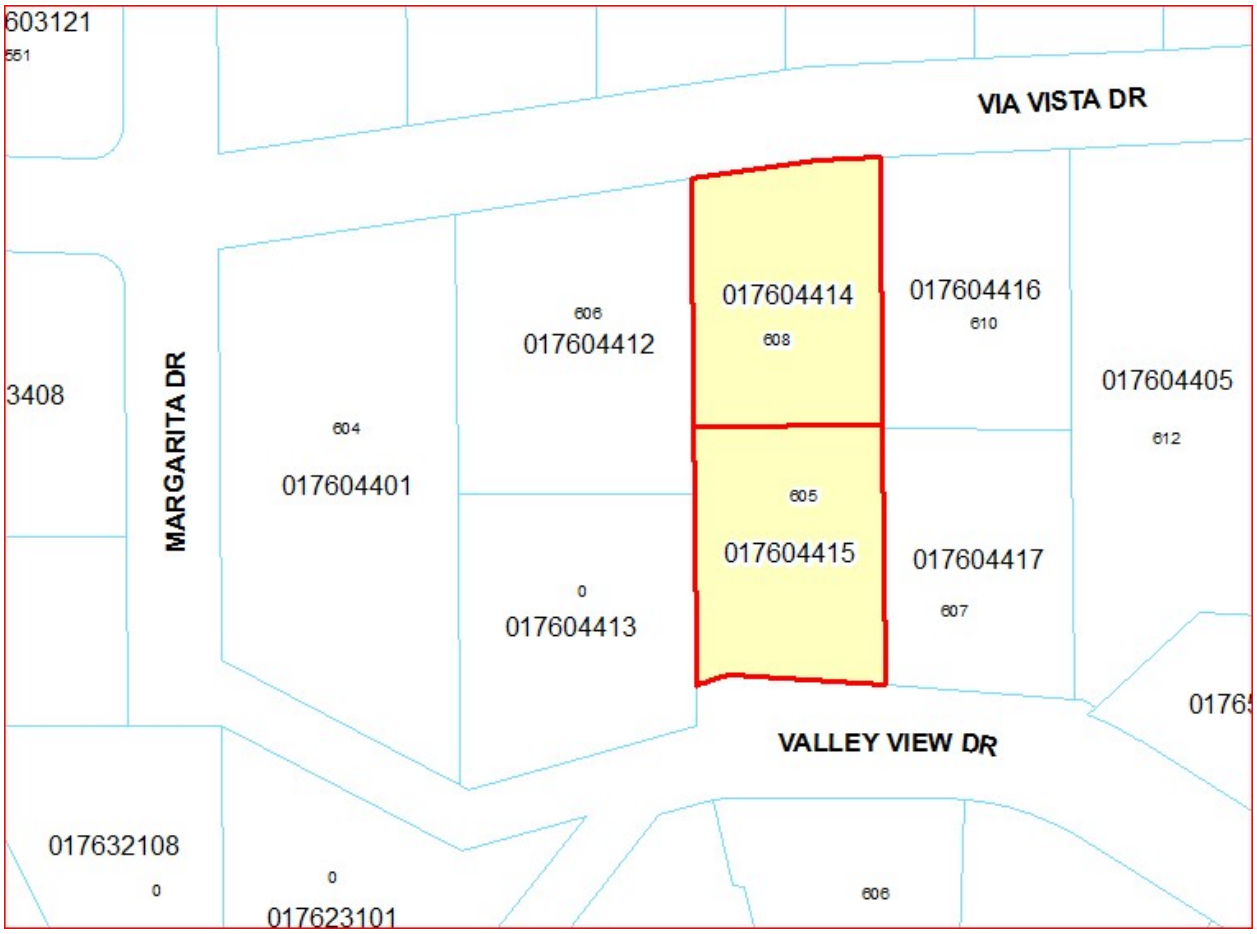
CUP 605

Annexation S1-Q



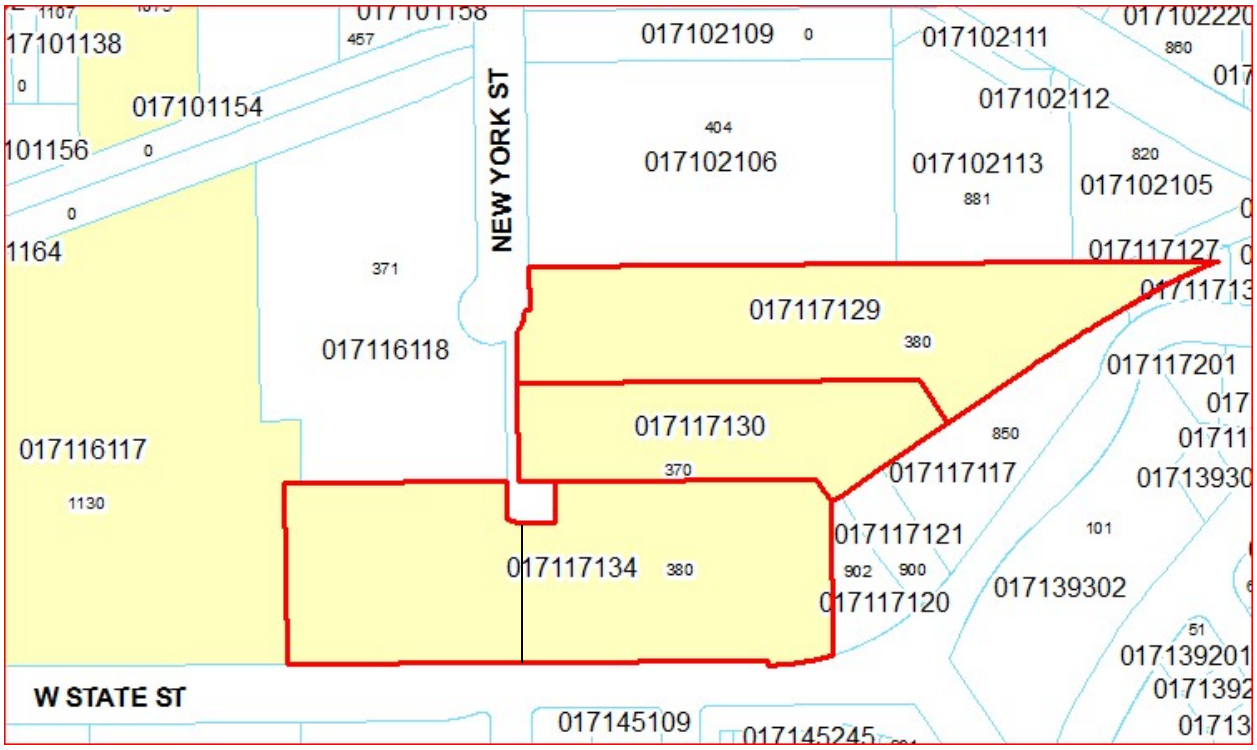
MS 183 - Parcel Map 12087, City Hall

Annexation S1-R



Parcel Map 11904

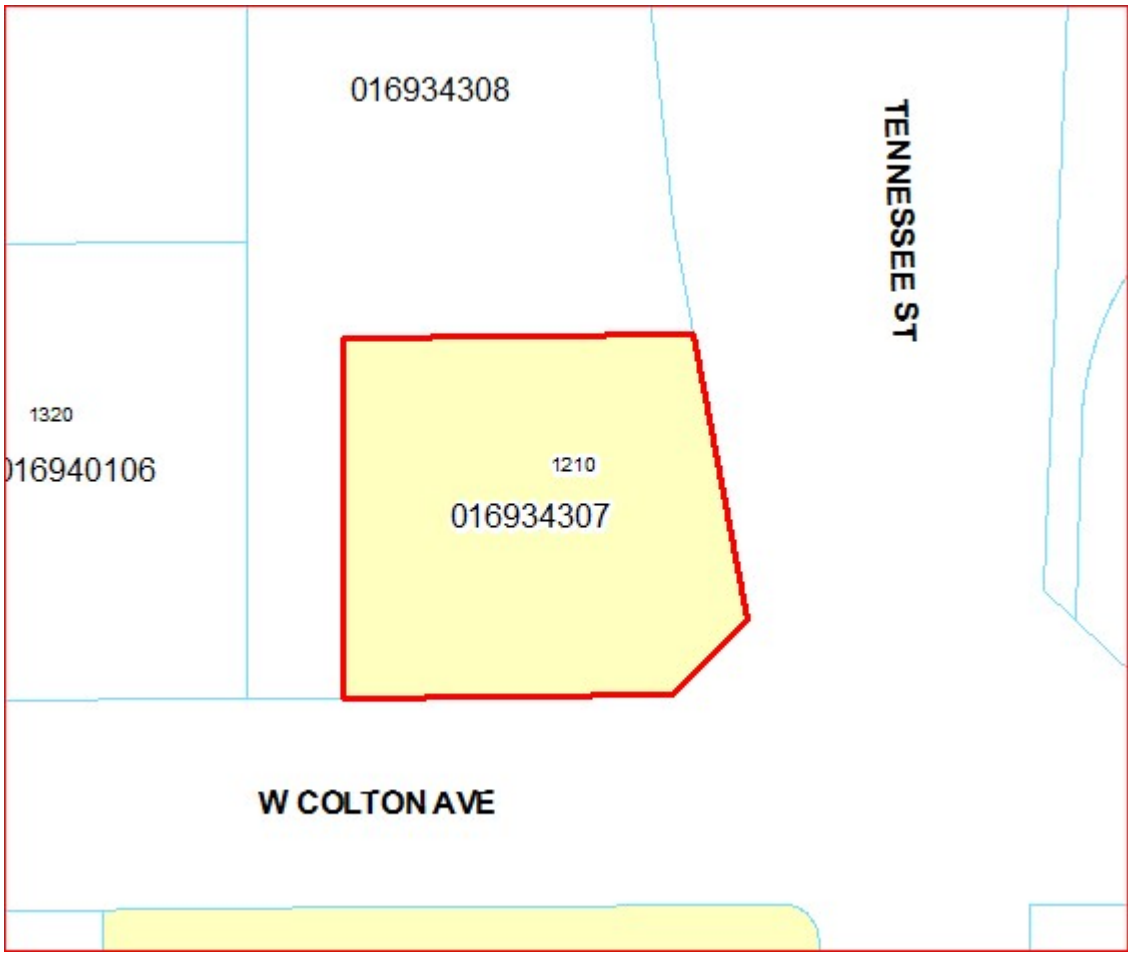
Annexation S1-S



CUP 278

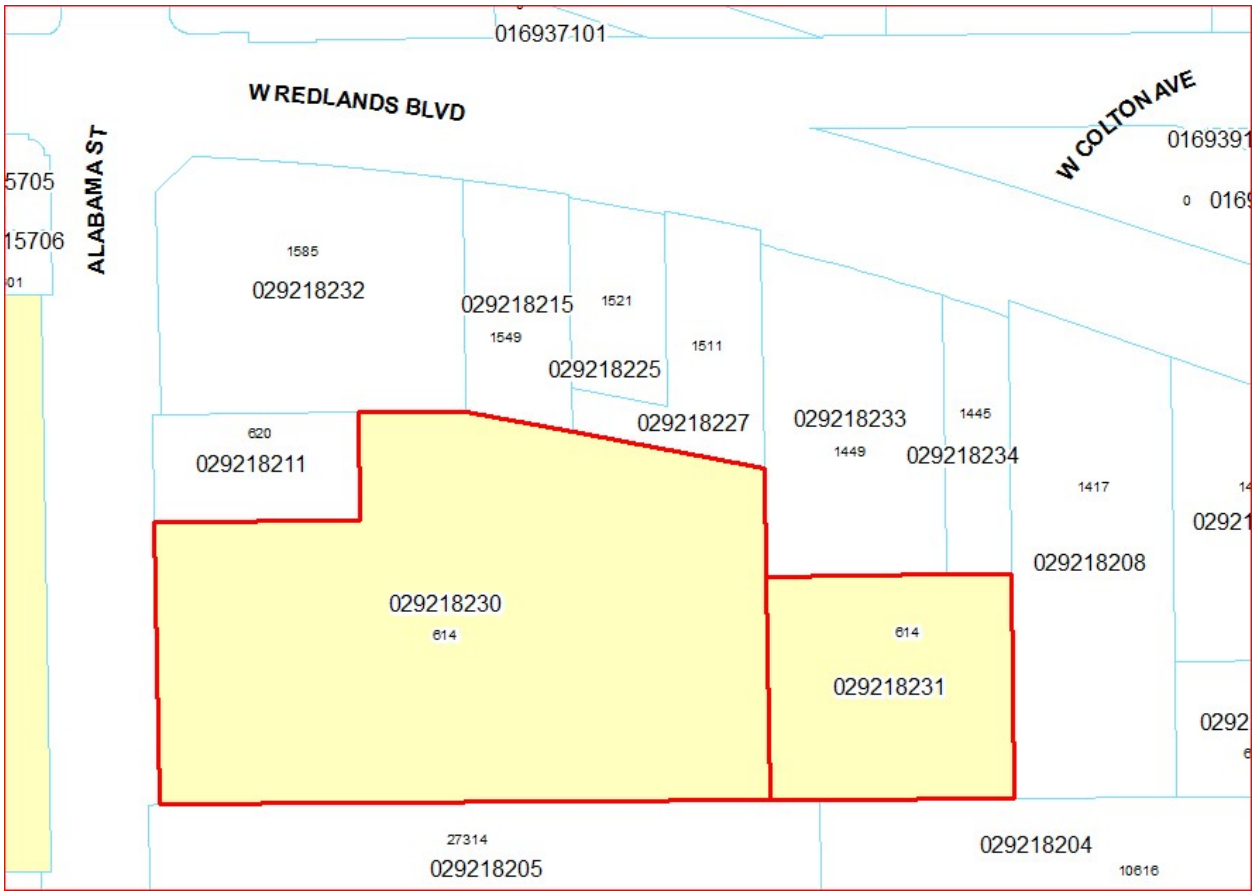
See comments for Annexation S7-A

Annexation S1-T



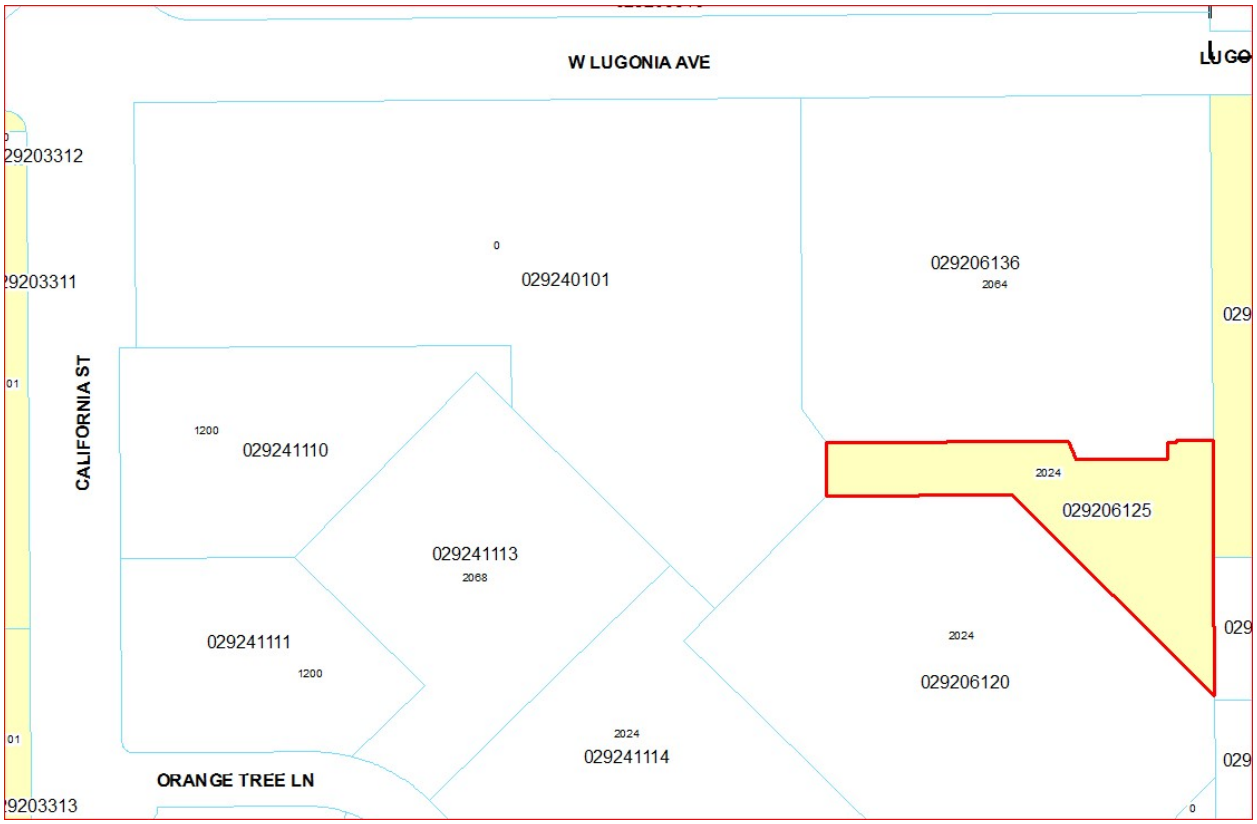
CUP 405

Annexation S1-U



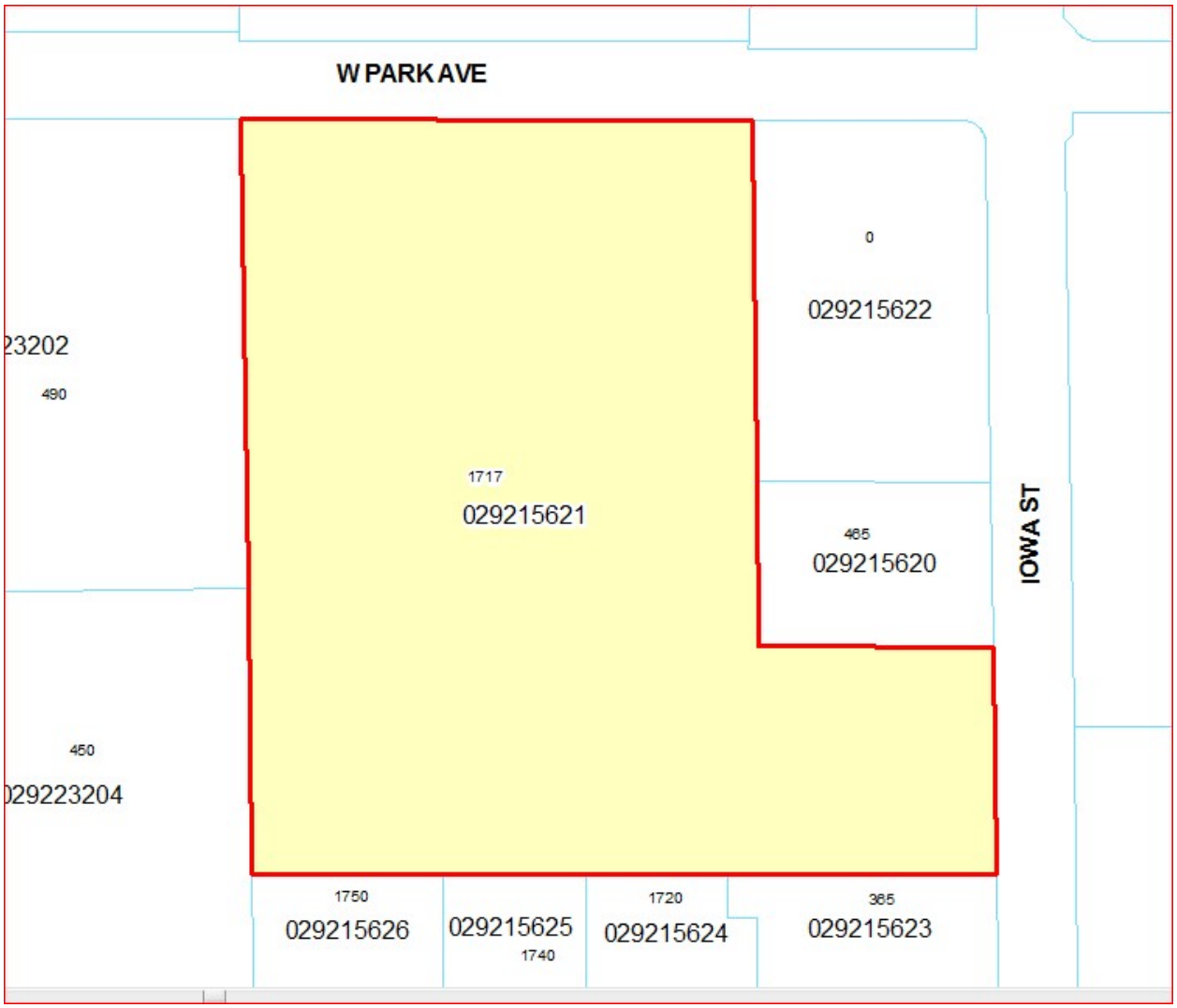
CRA 354, Parcel Map 3131

Annexation S1-V



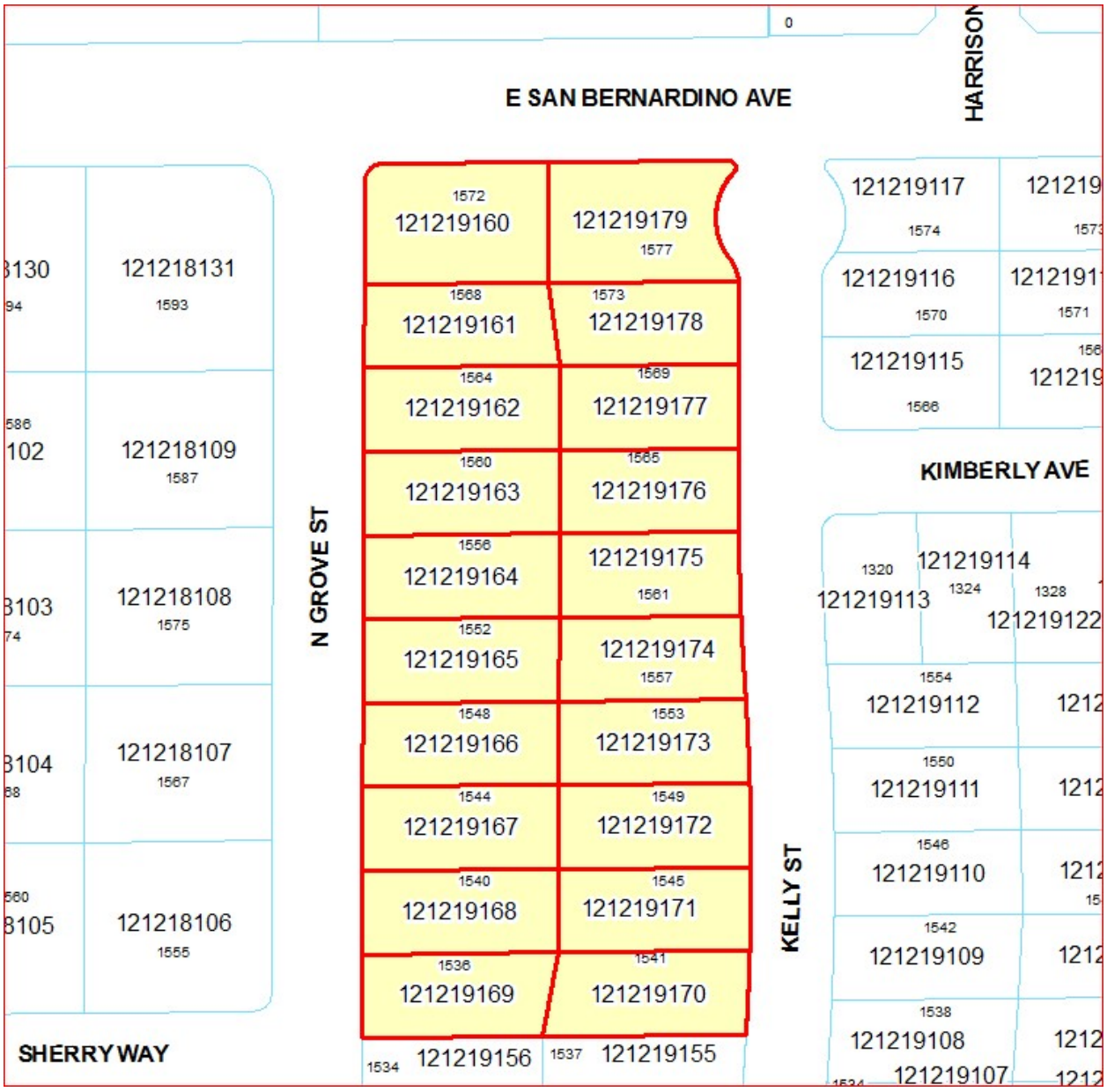
CRA 346

Annexation S1-W



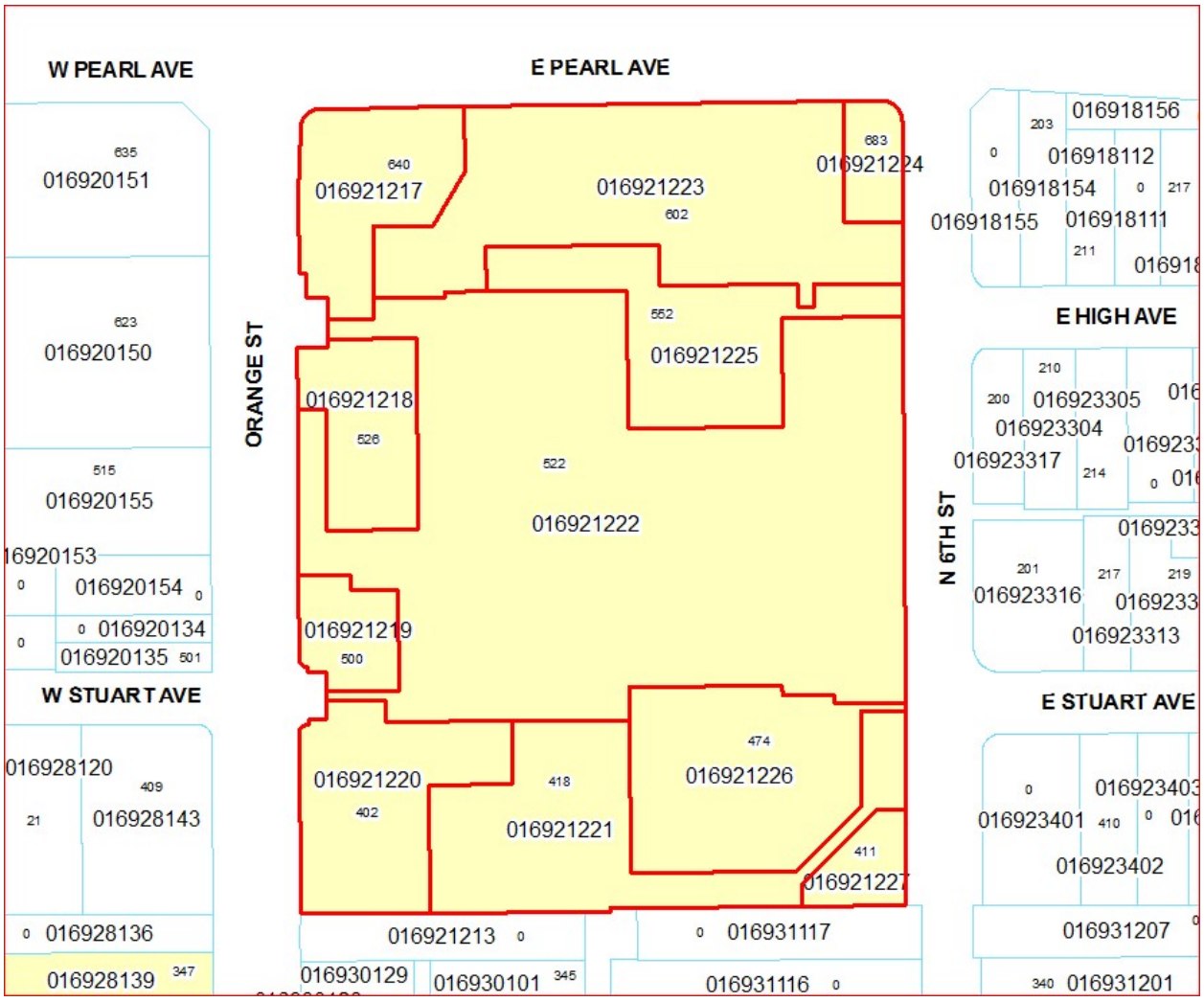
CRA 607

Annexation S1-X



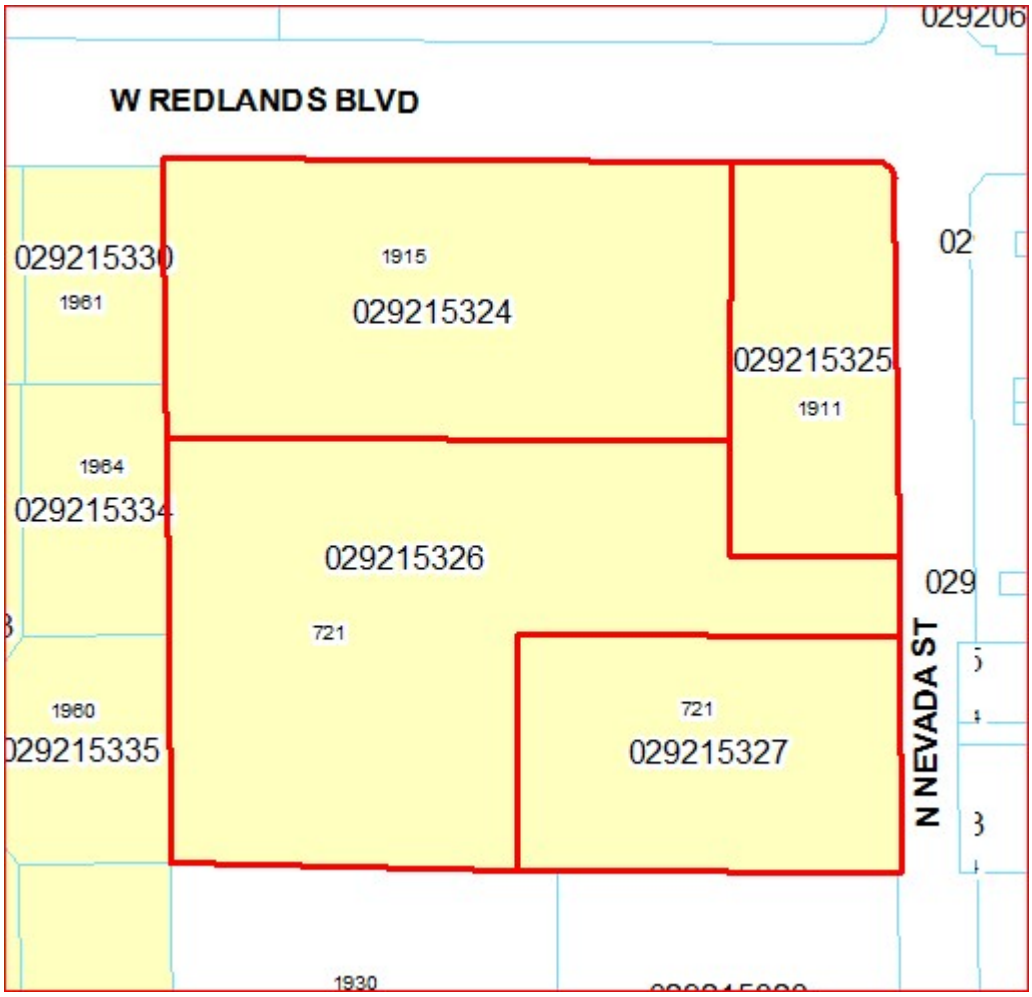
Tract 12461

Annexation S1-Y



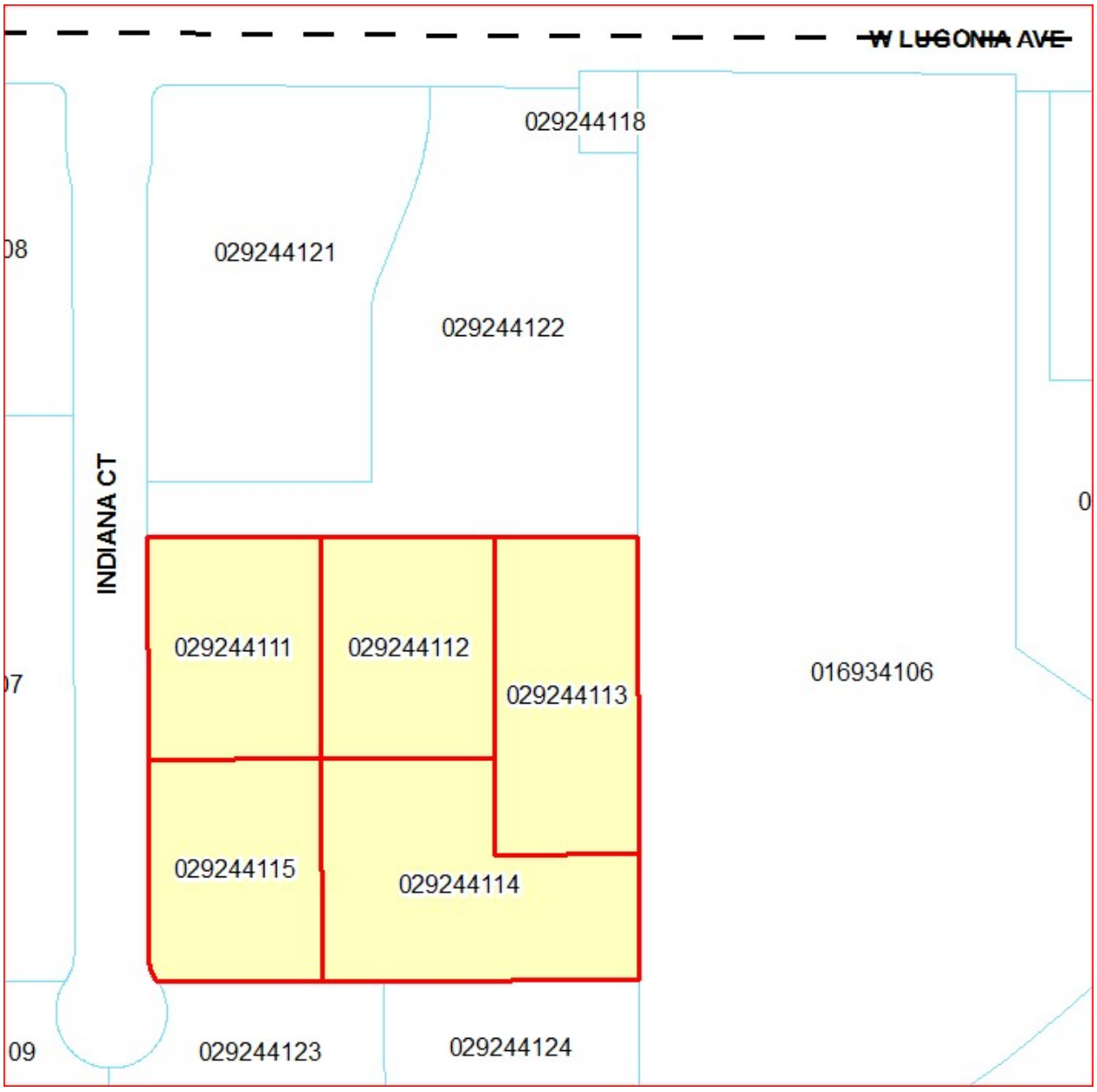
Parcel Map 12022

Annexation S2-A



Parcel Map 12330

Annexation S2-B

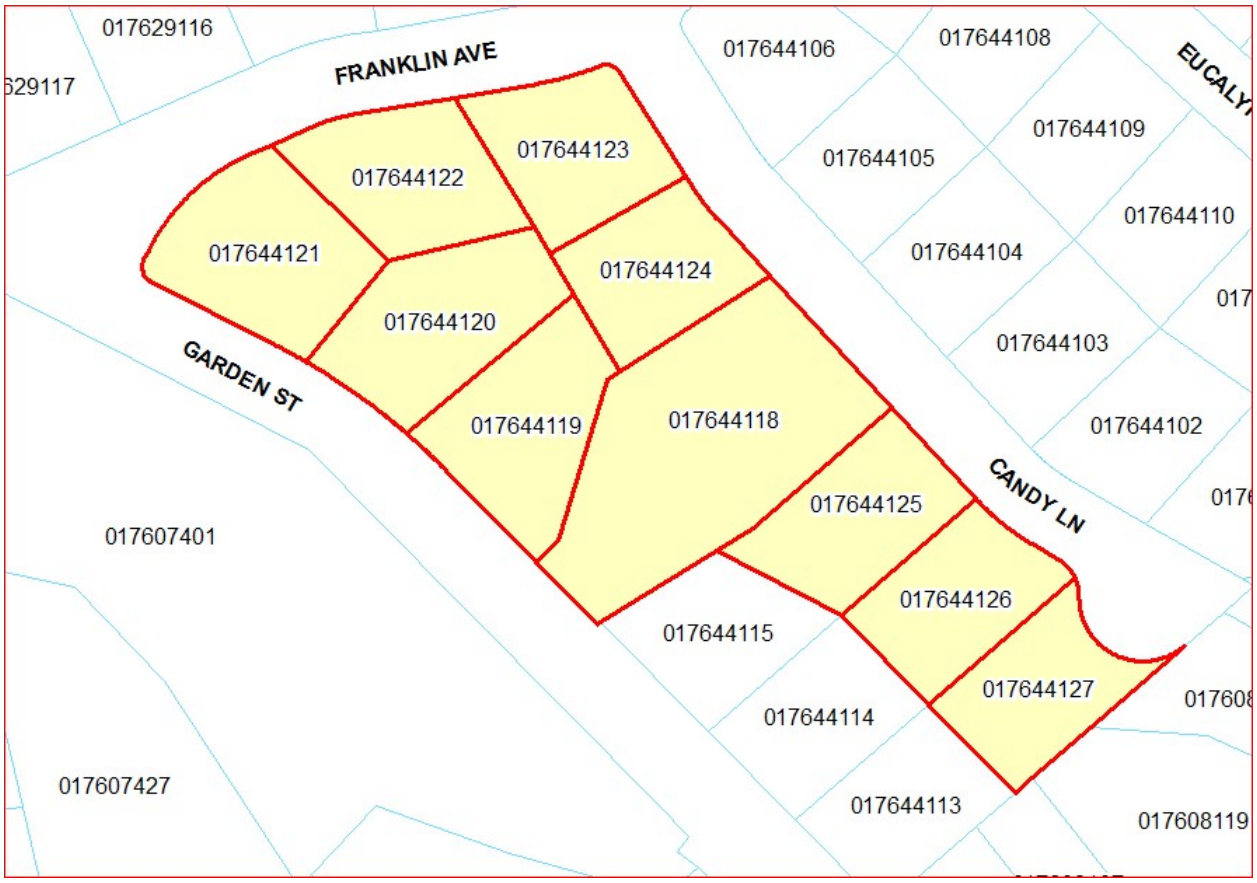


Parcel Map 12940

Annexation S2-C

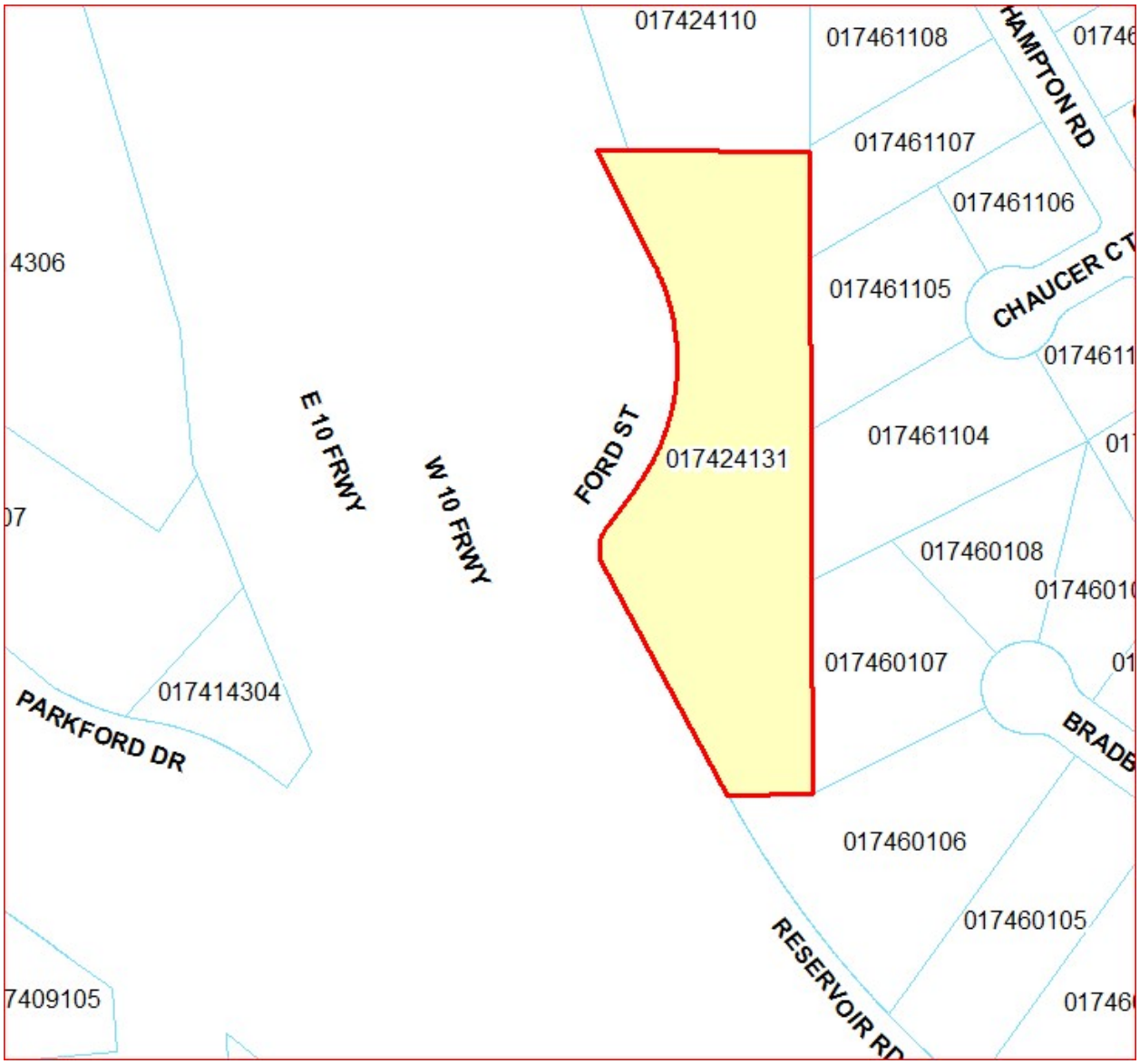
This Annexation has been removed. It was a duplicate of Annexation S1-D.

Annexation S2-D



Tract Map 14556

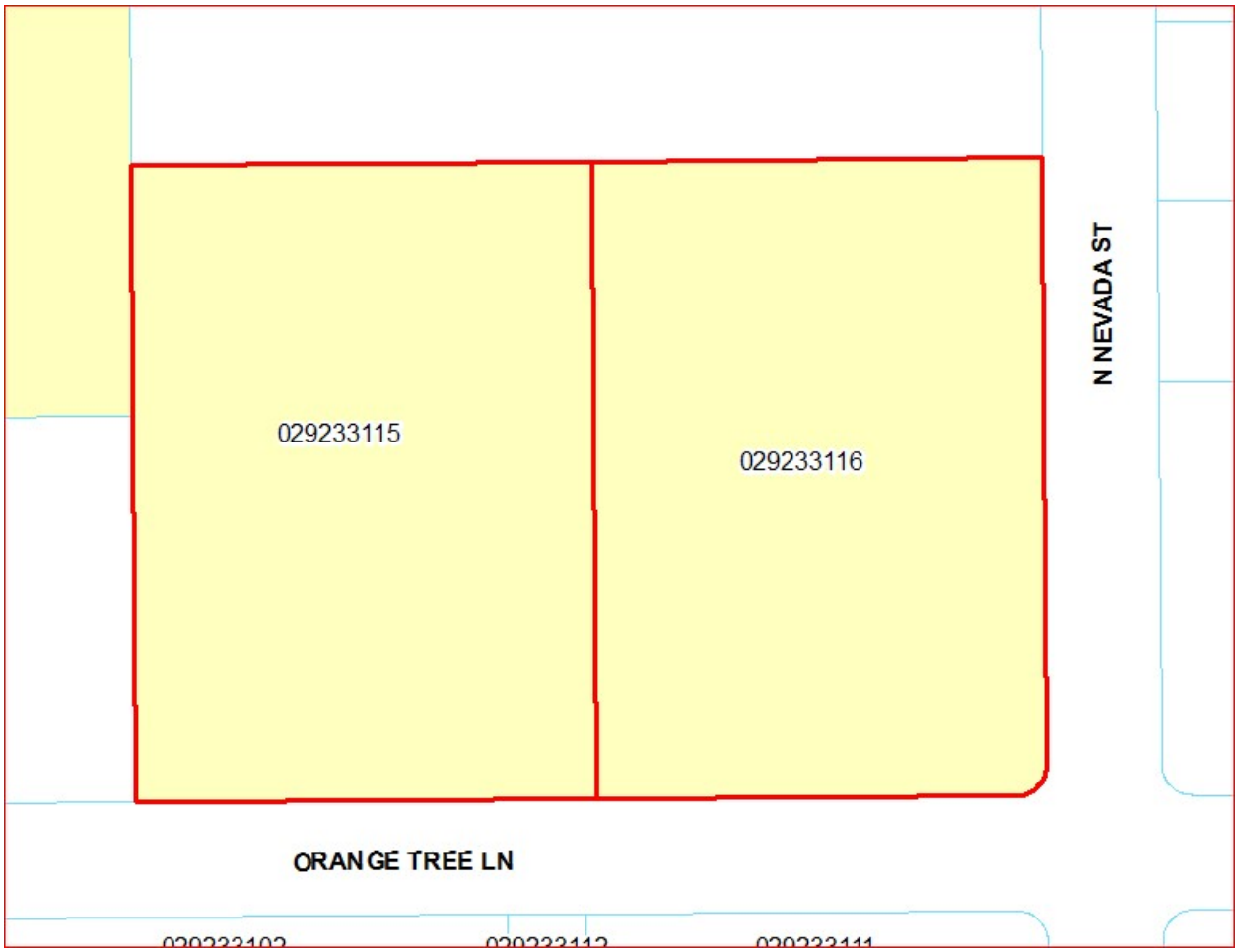
Annexation S2-E



CRA 611

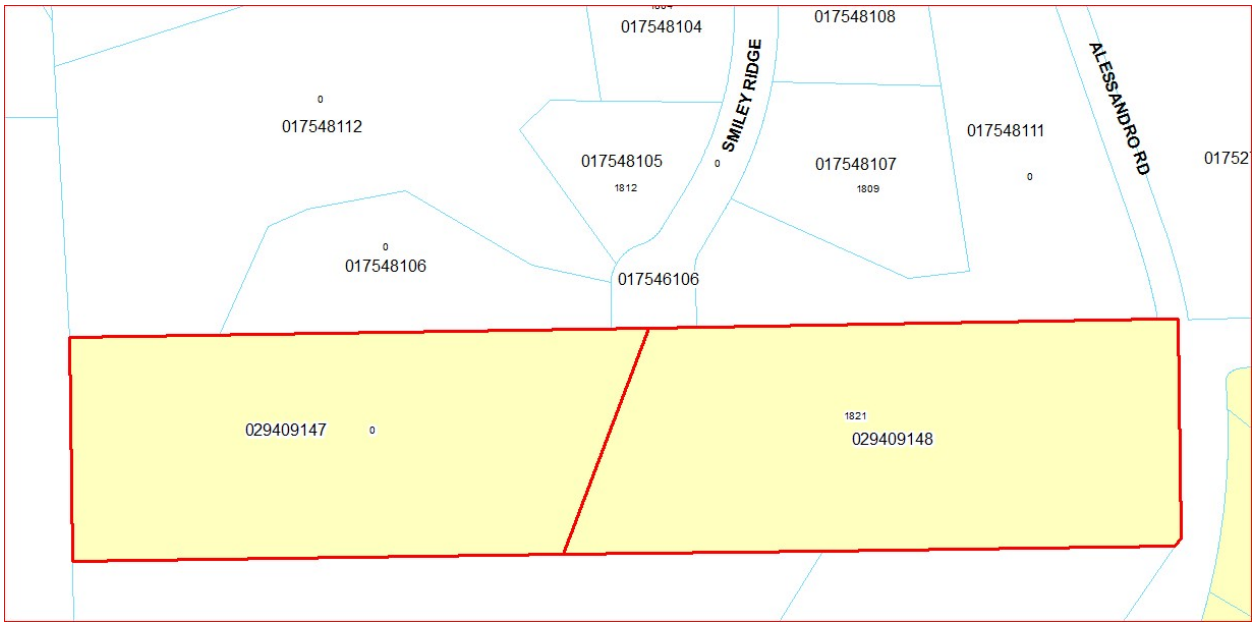
This parcel is not assessed.

Annexation S2-F



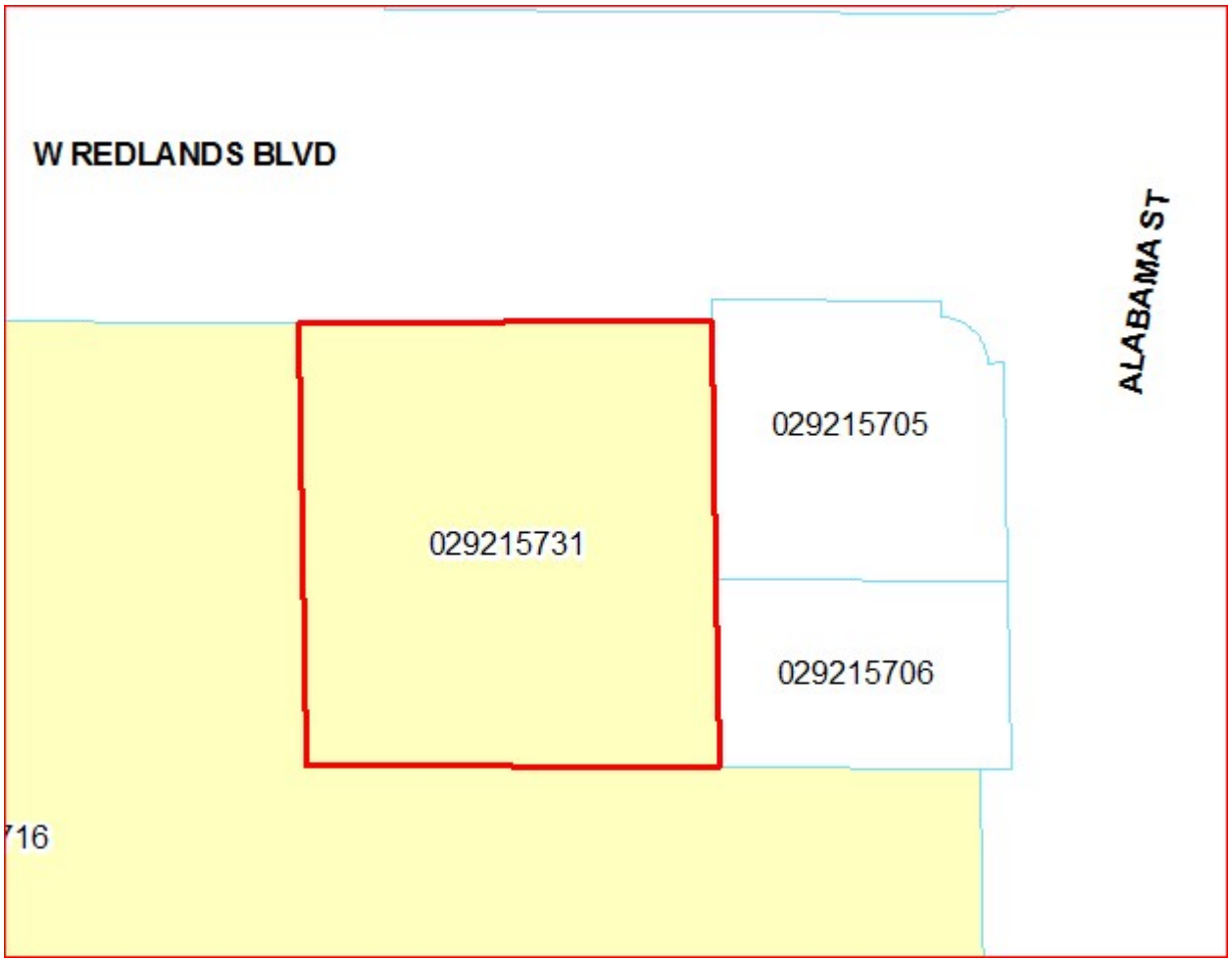
MS 196

Annexation S2-G



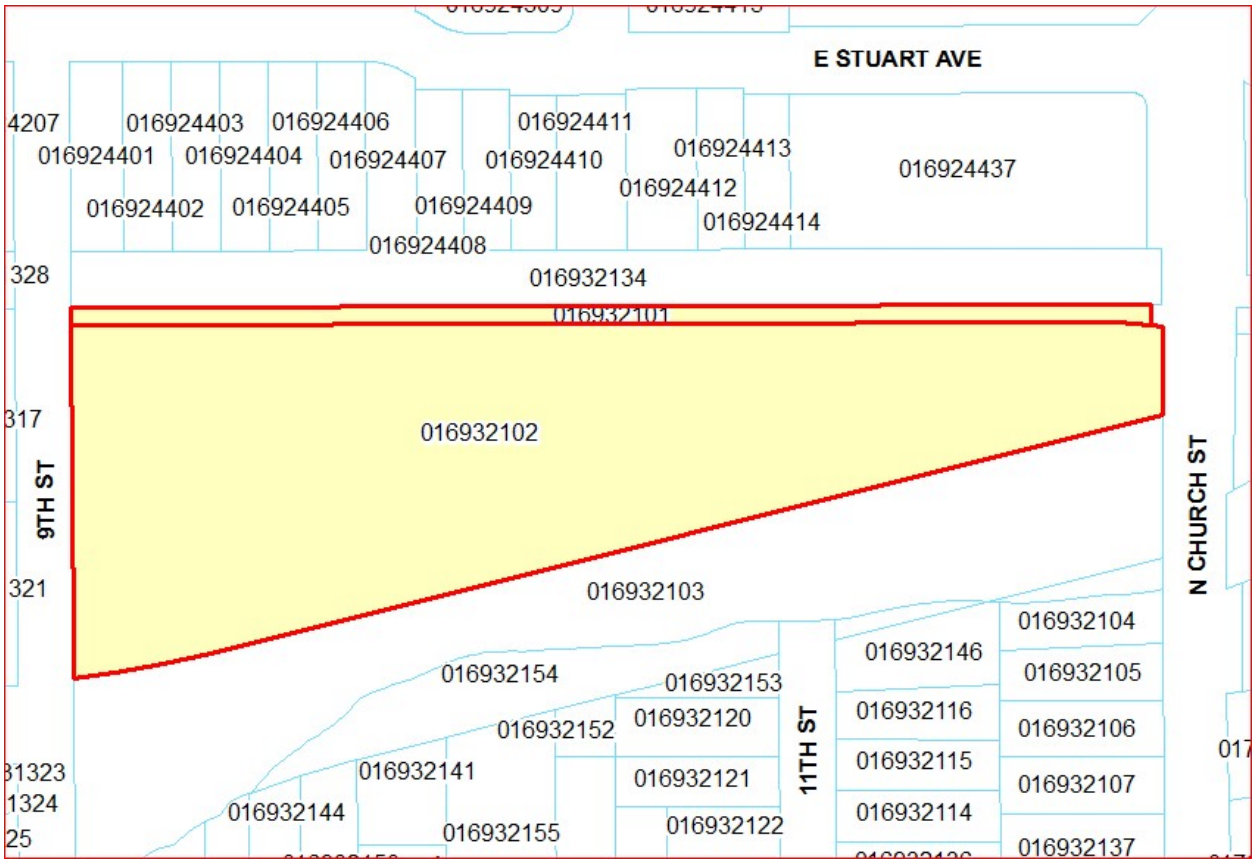
Parcel Map 11189

Annexation S2-H



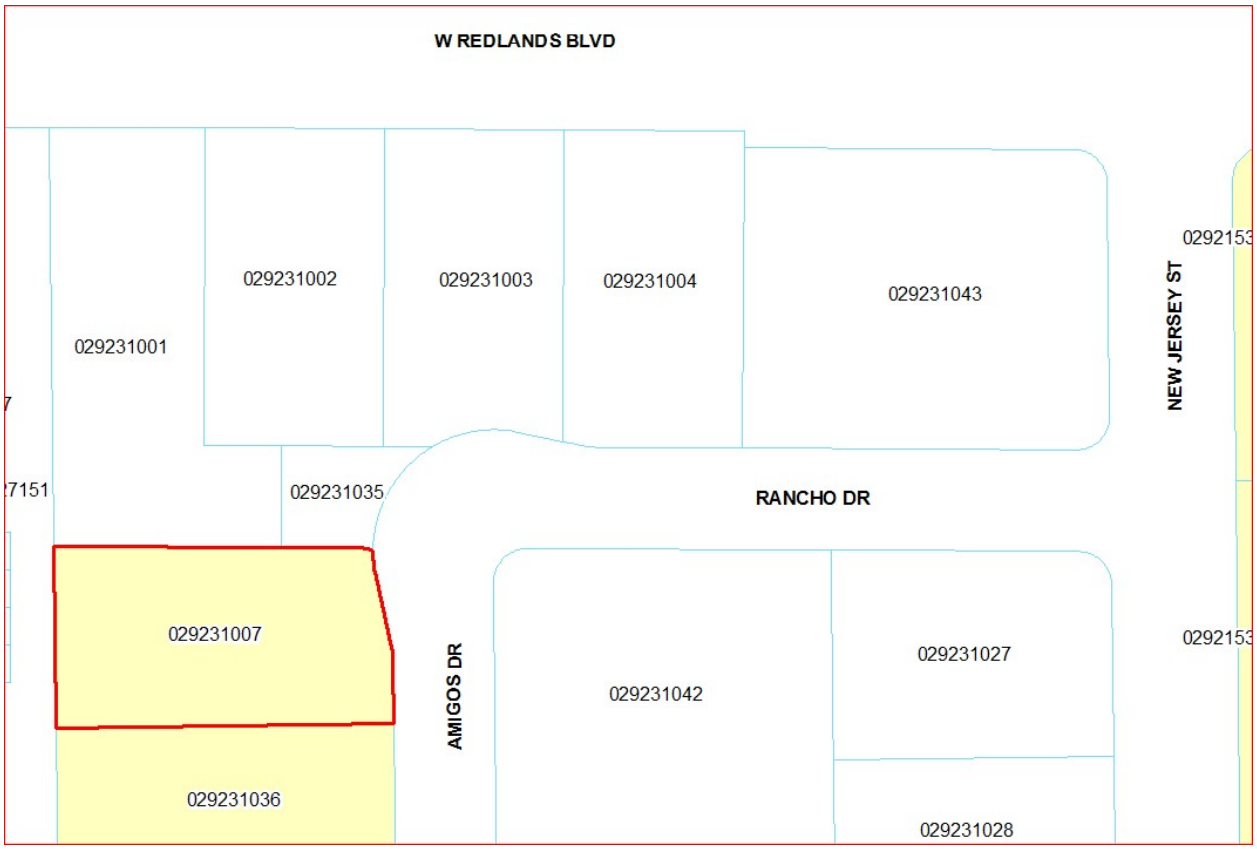
CRA 615

Annexation S3-A



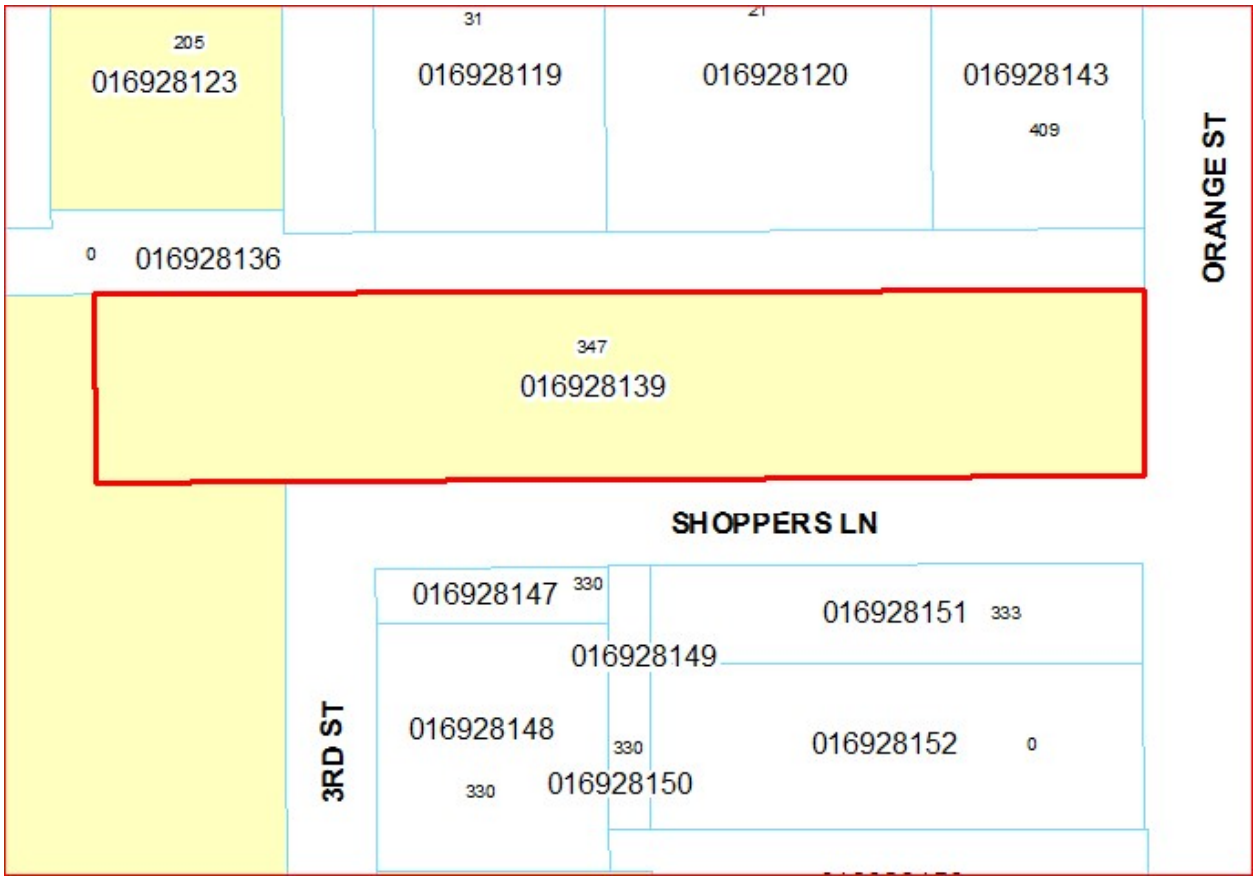
CRA 517

Annexation S3-B



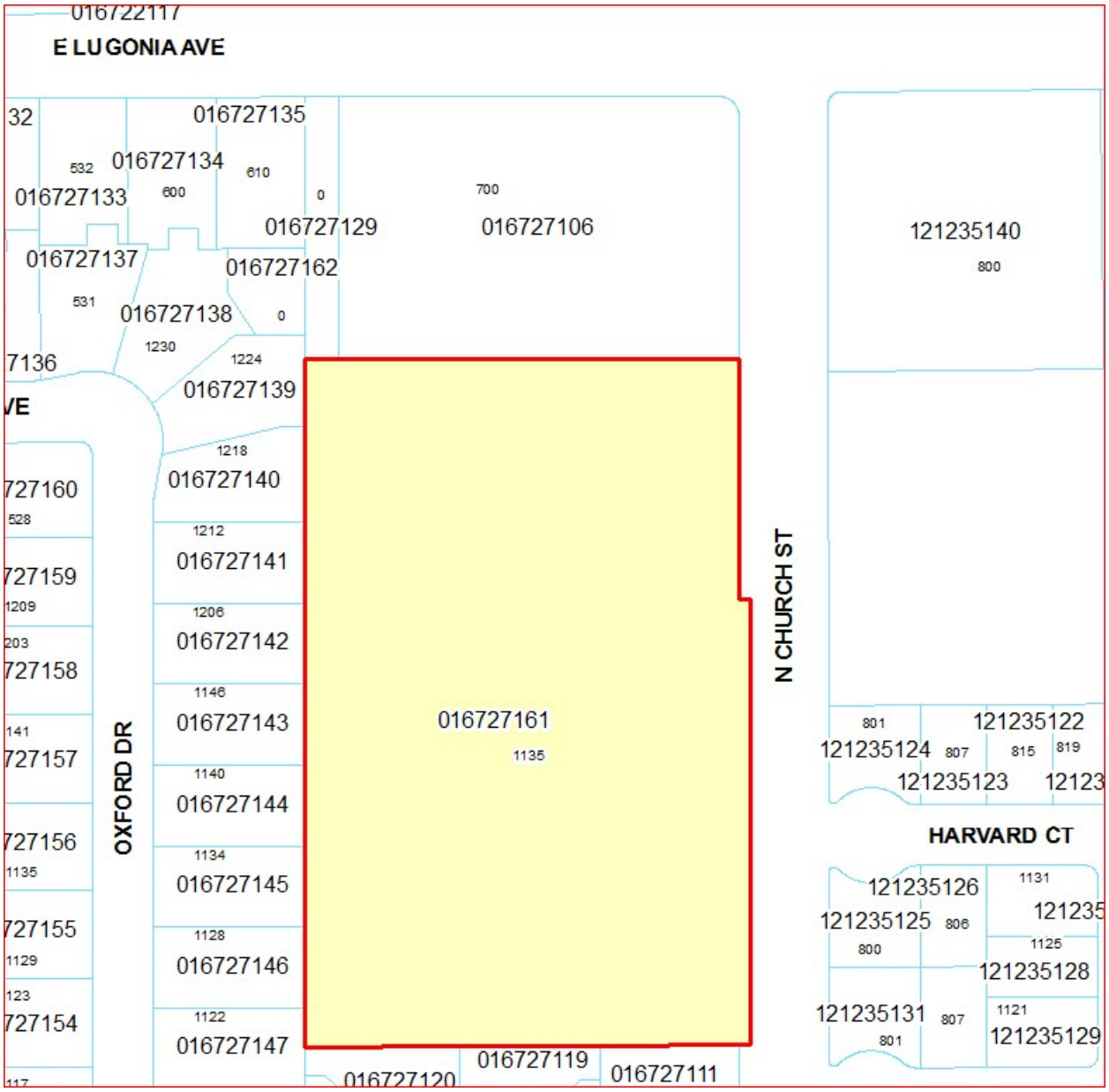
CRA 628

Annexation S3-C



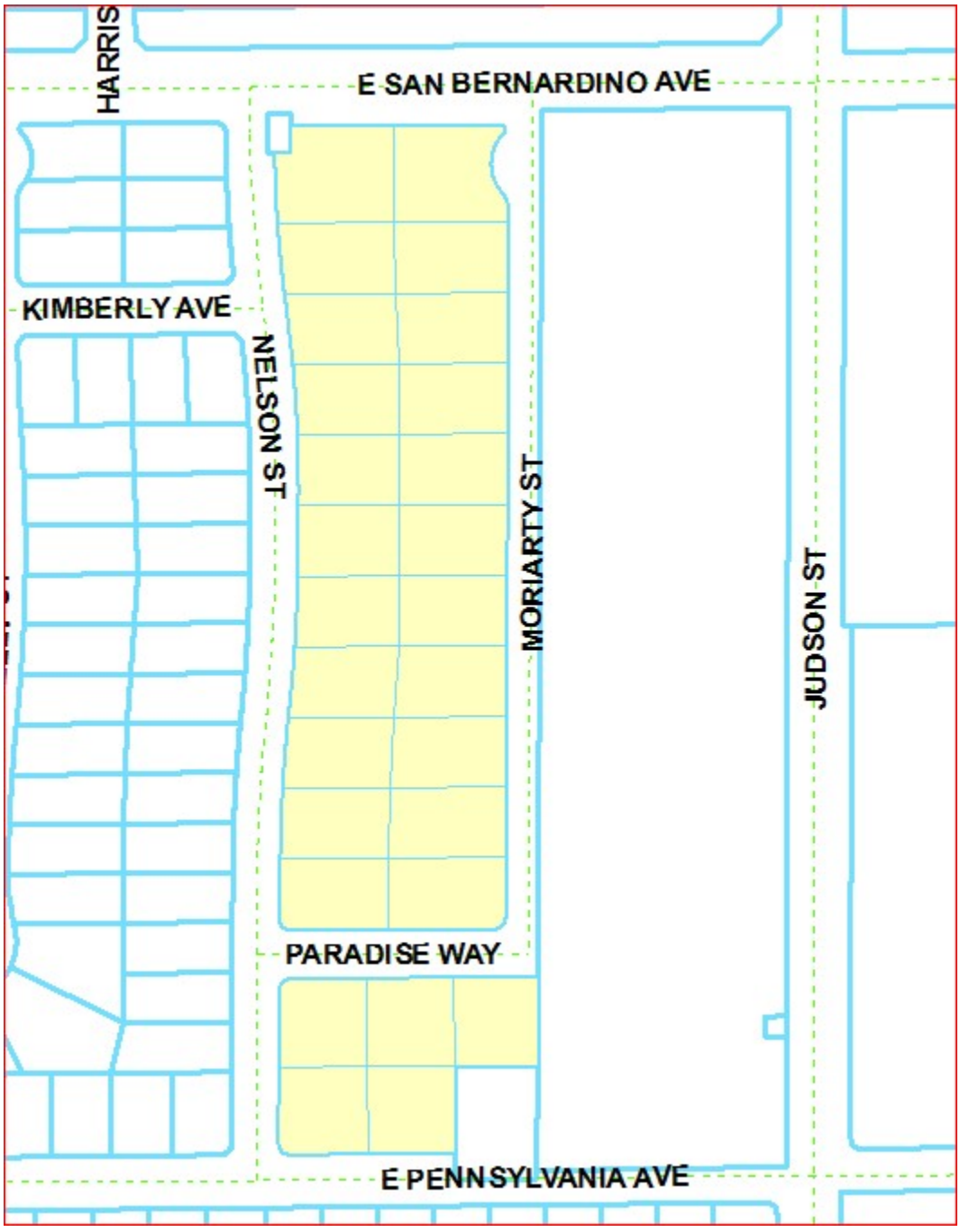
CRA 624

Annexation S3-D



CUP 532, CRA 305

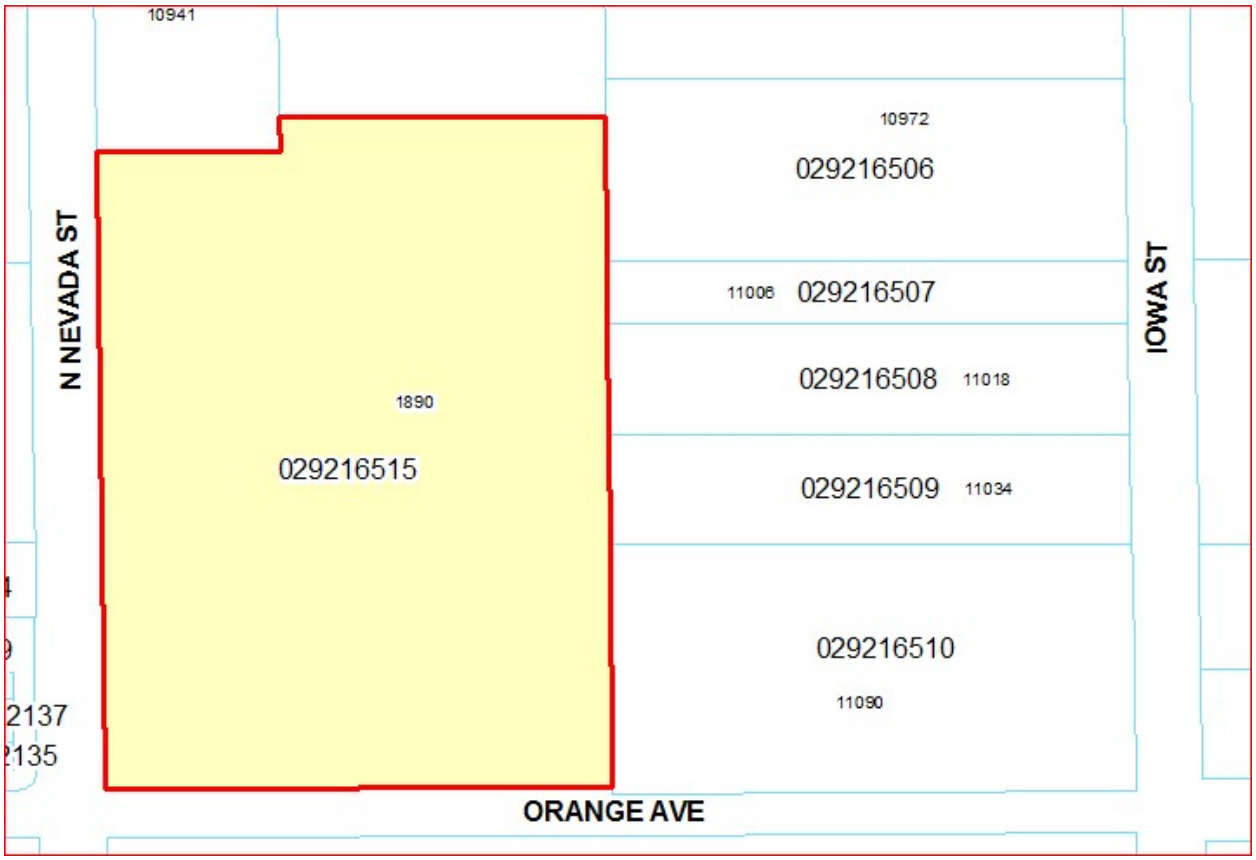
Annexation S3-E



Tract 13575

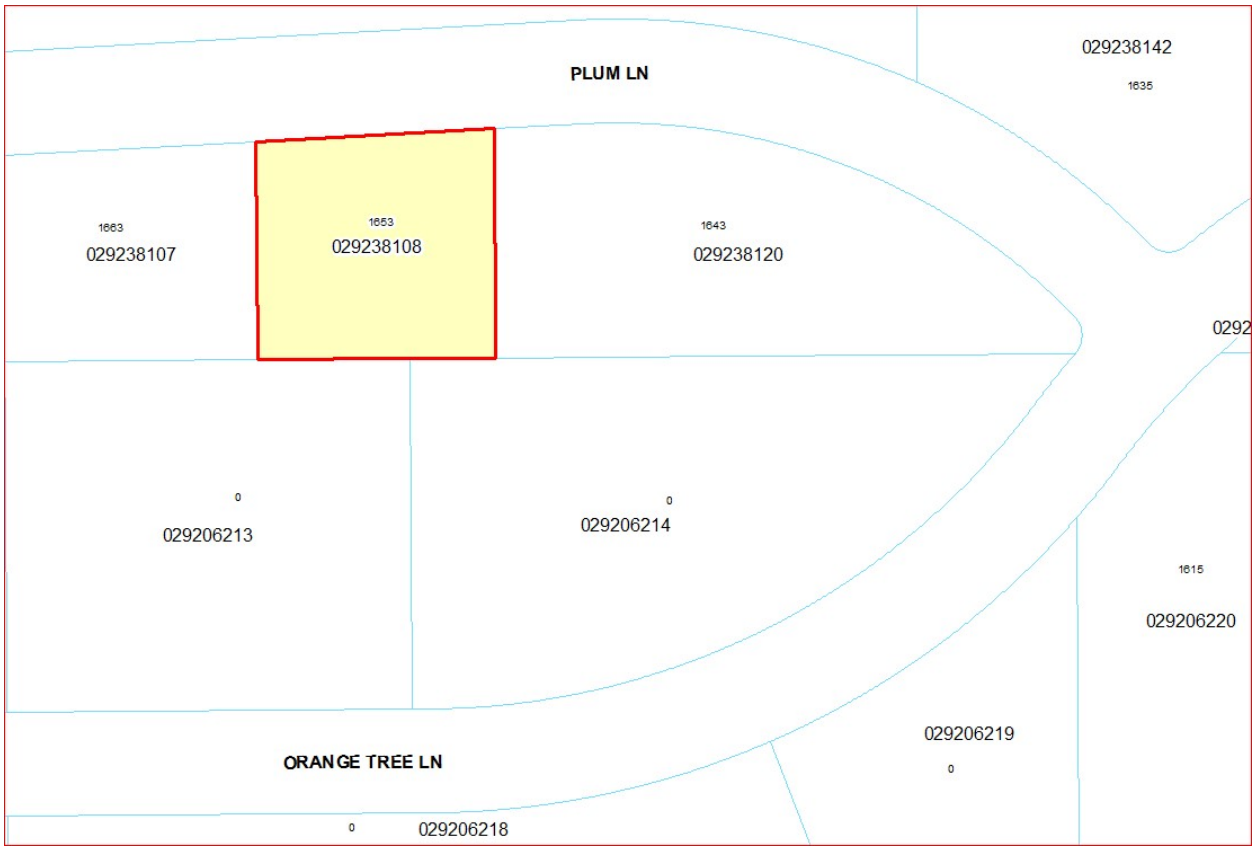
APN 1212-201-01 thru -27

Annexation S3-F



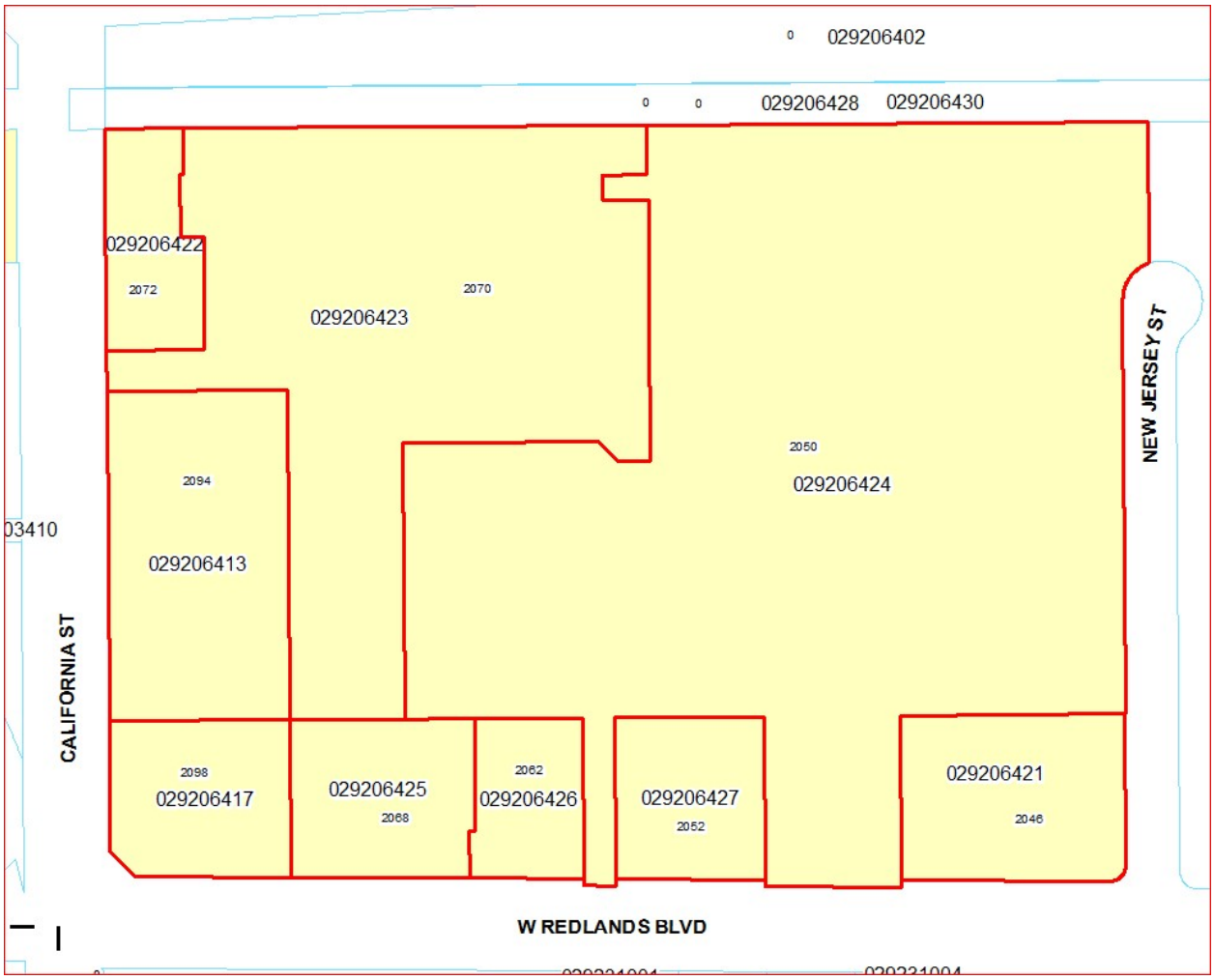
CUP 550

Annexation S3-G



CRA 623

Annexation S3-H

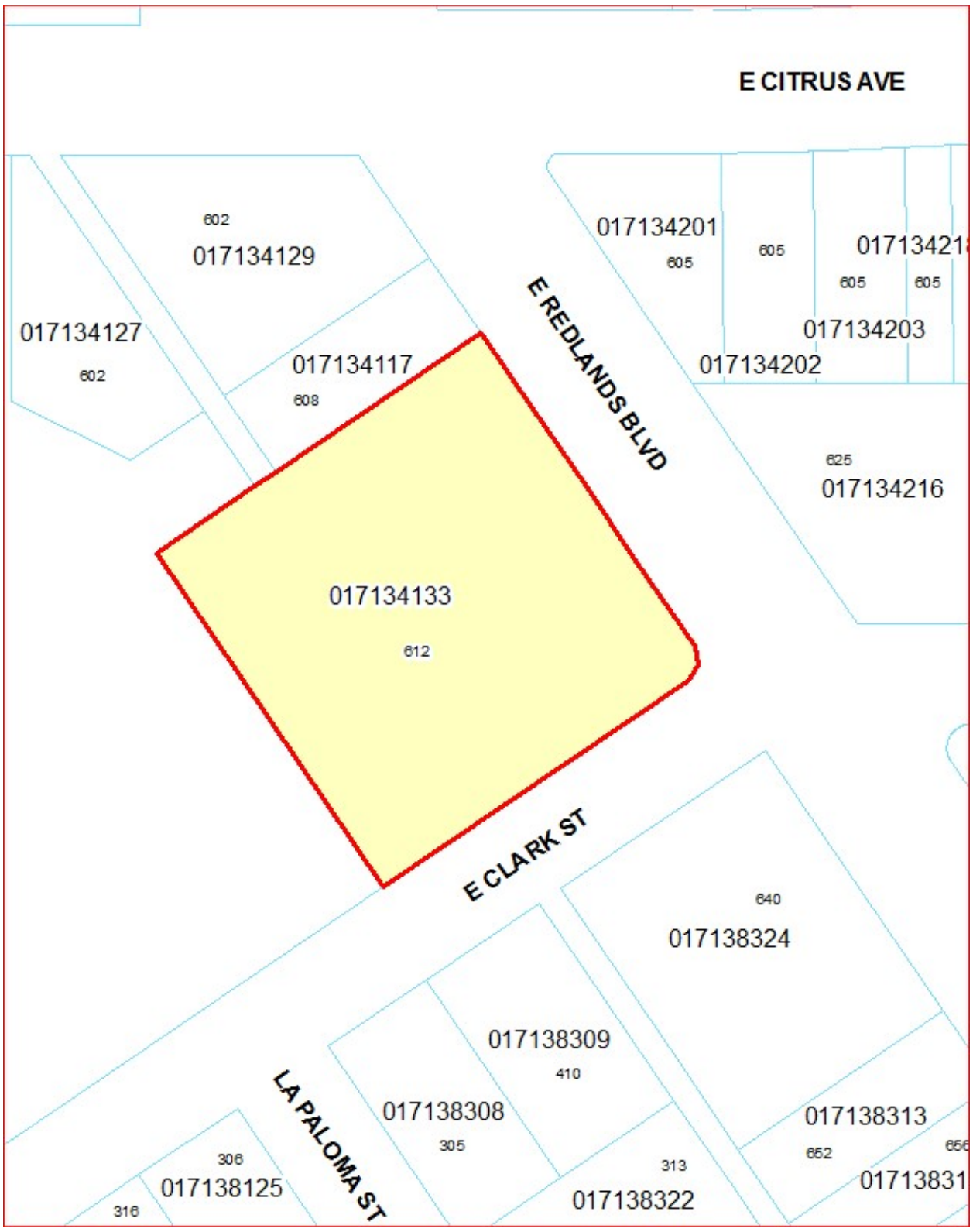


CUP 542, Parcel Map 13542

Annexation S3-I

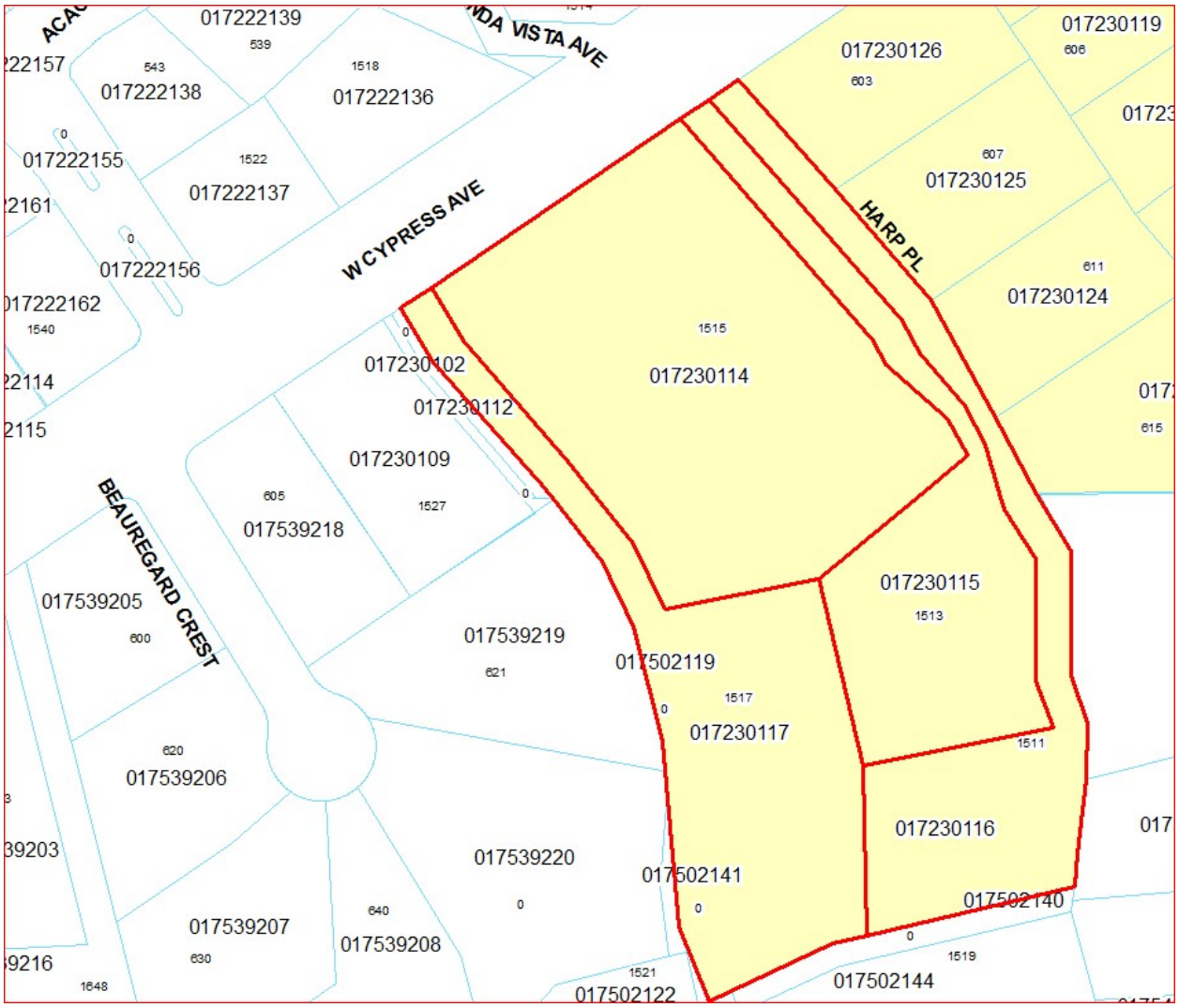
There is no Annexation S3-I

Annexation S3-J



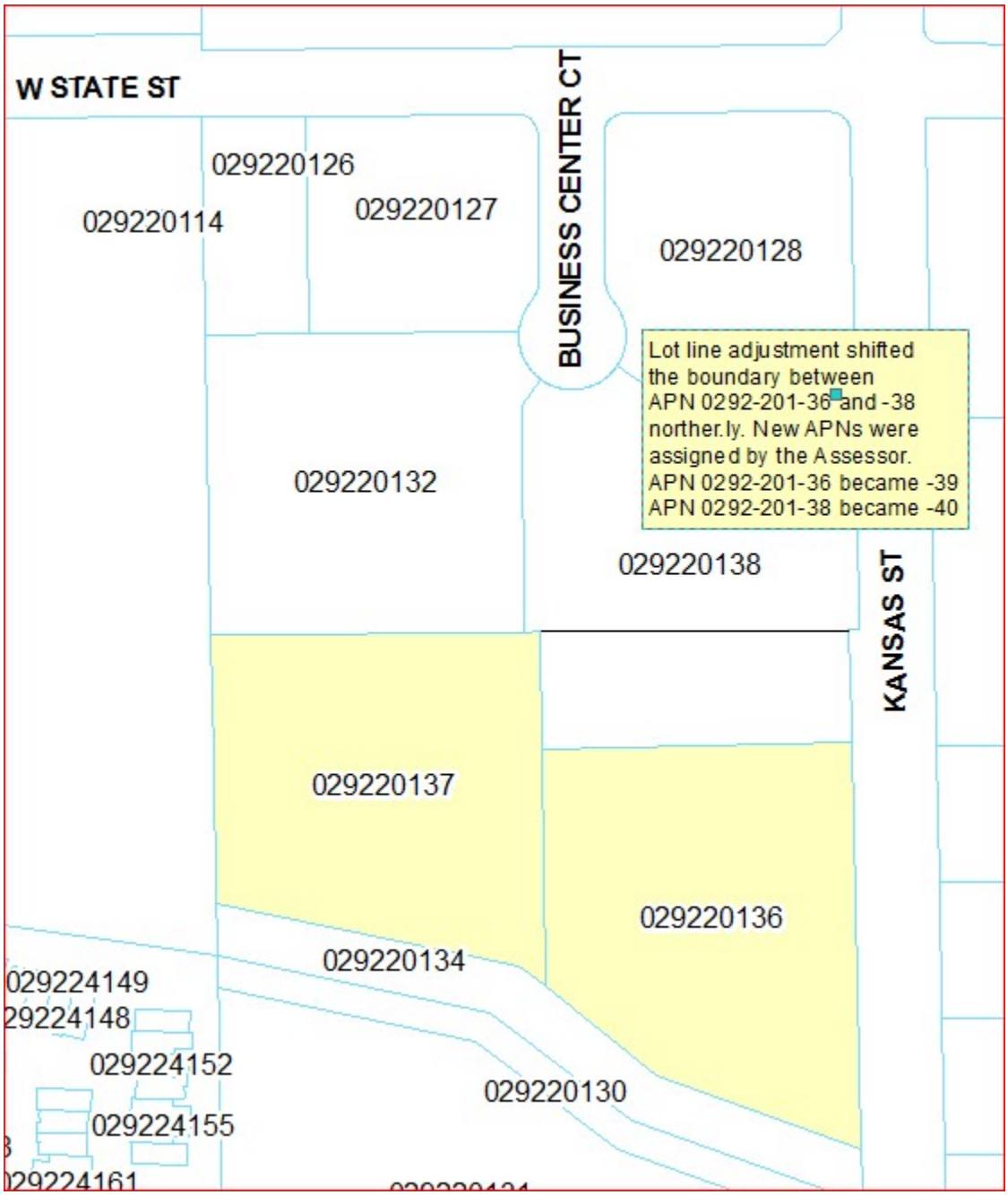
CUP 314, CUP 324, CUP 383

Annexation S4-A



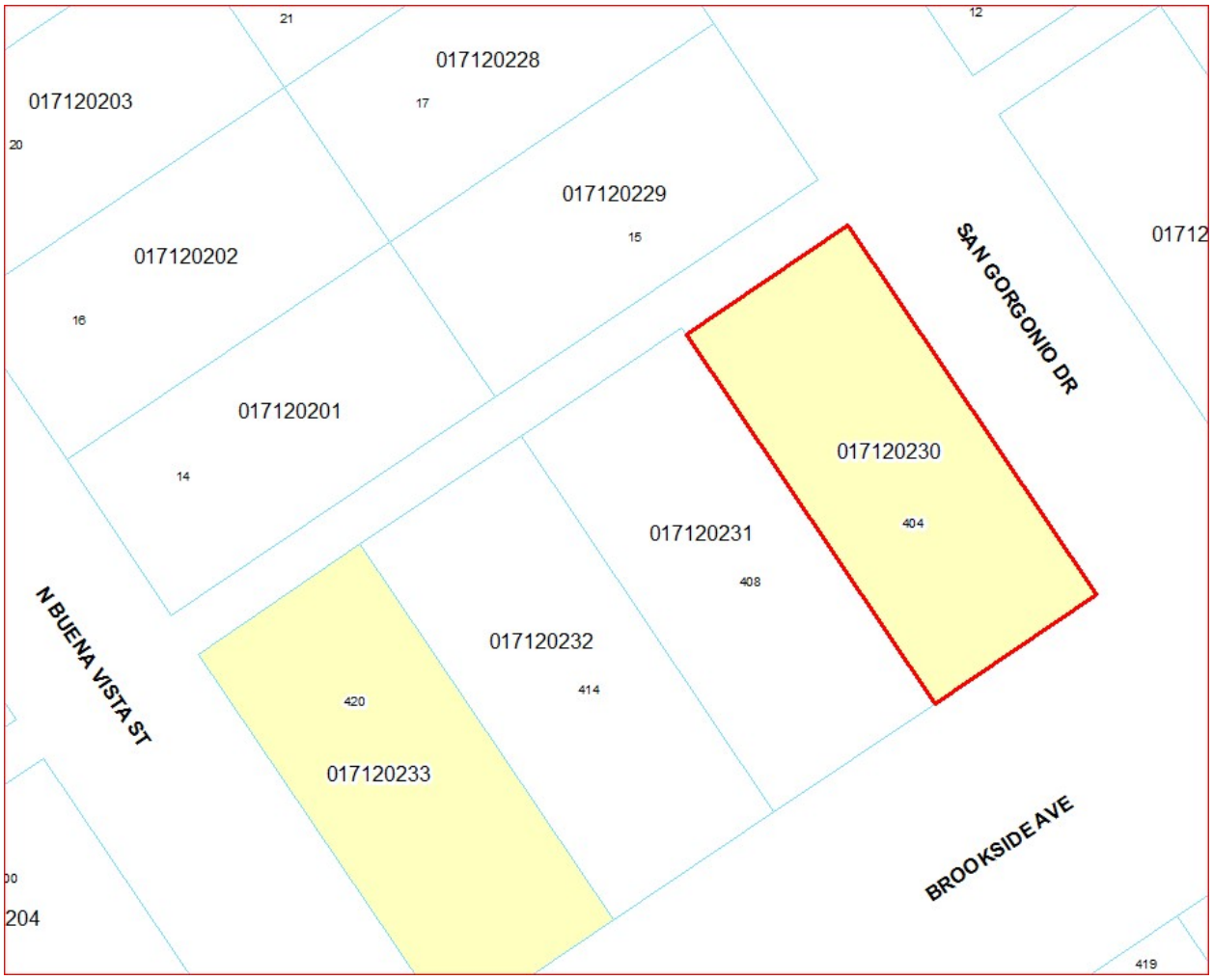
MS 213, Parcel Map 13978

Annexation S4-B



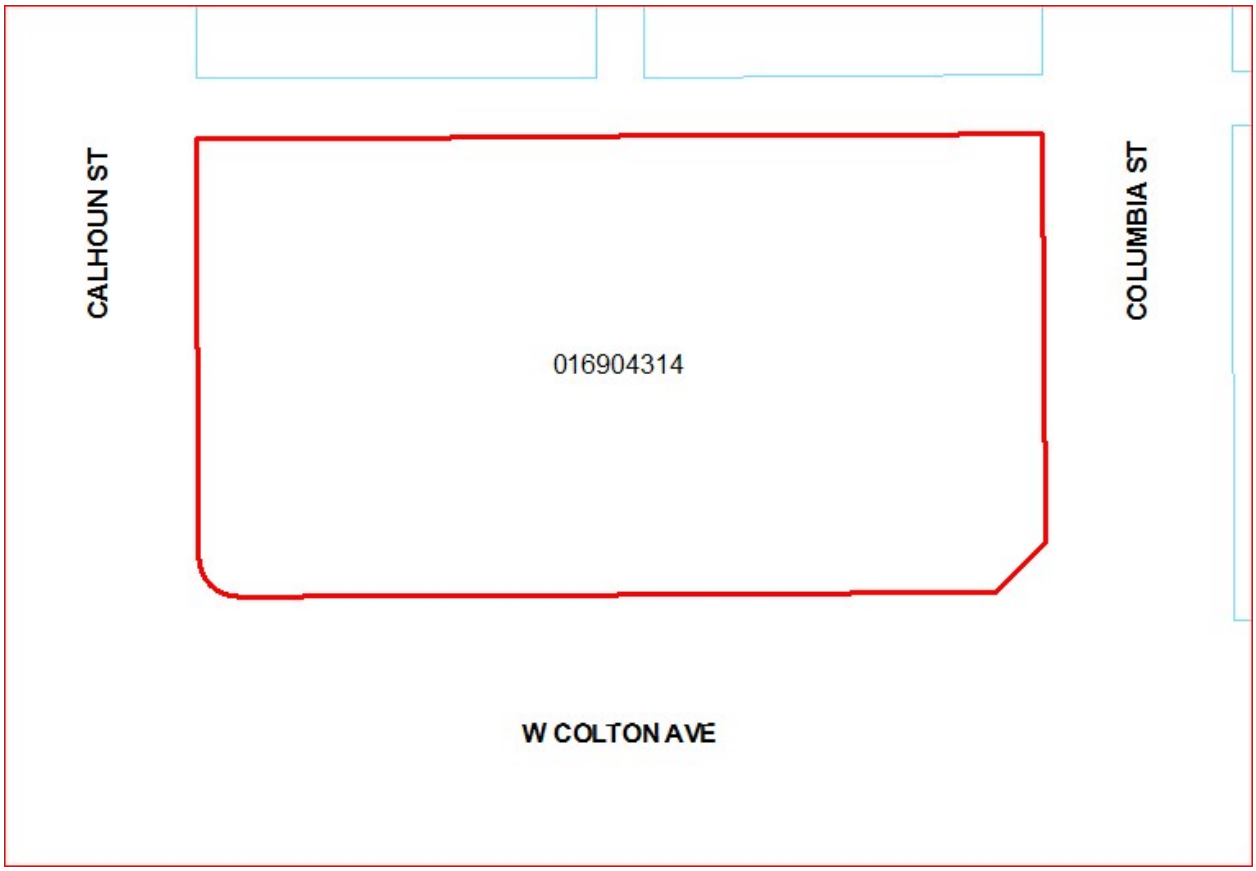
MS 211

Annexation S4-C



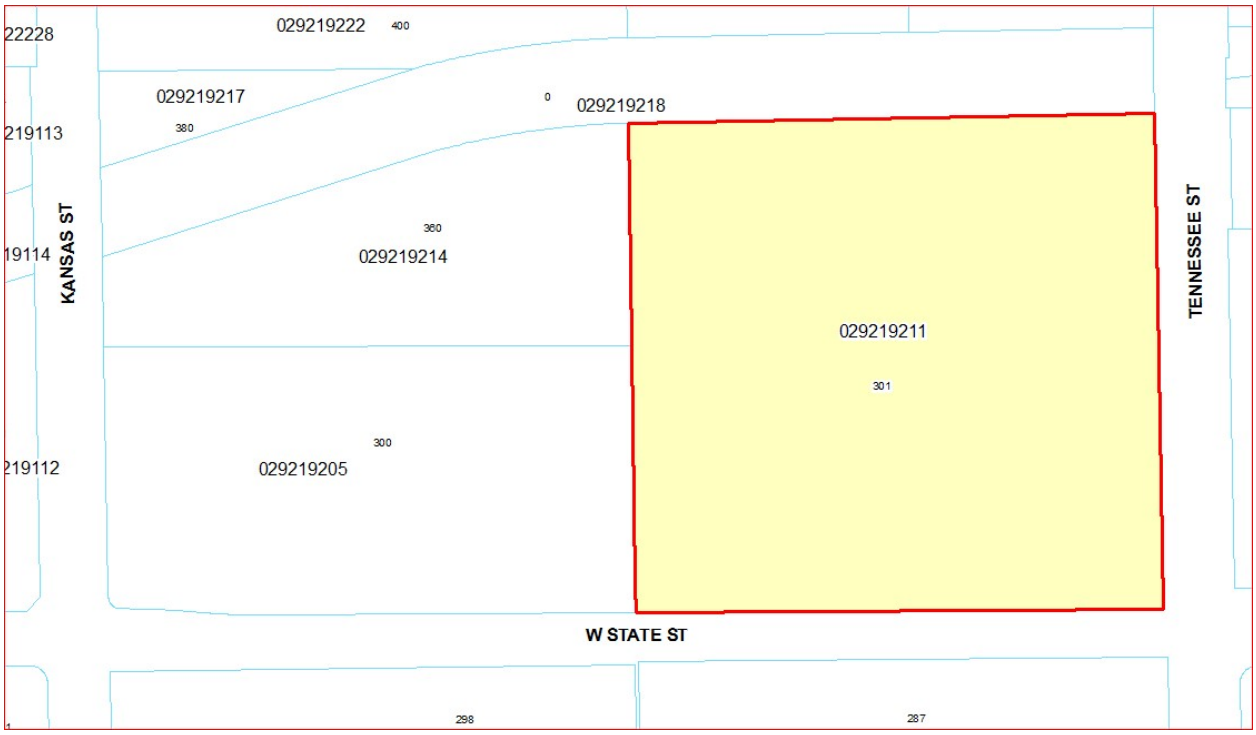
CUP 559

Annexation S4-D



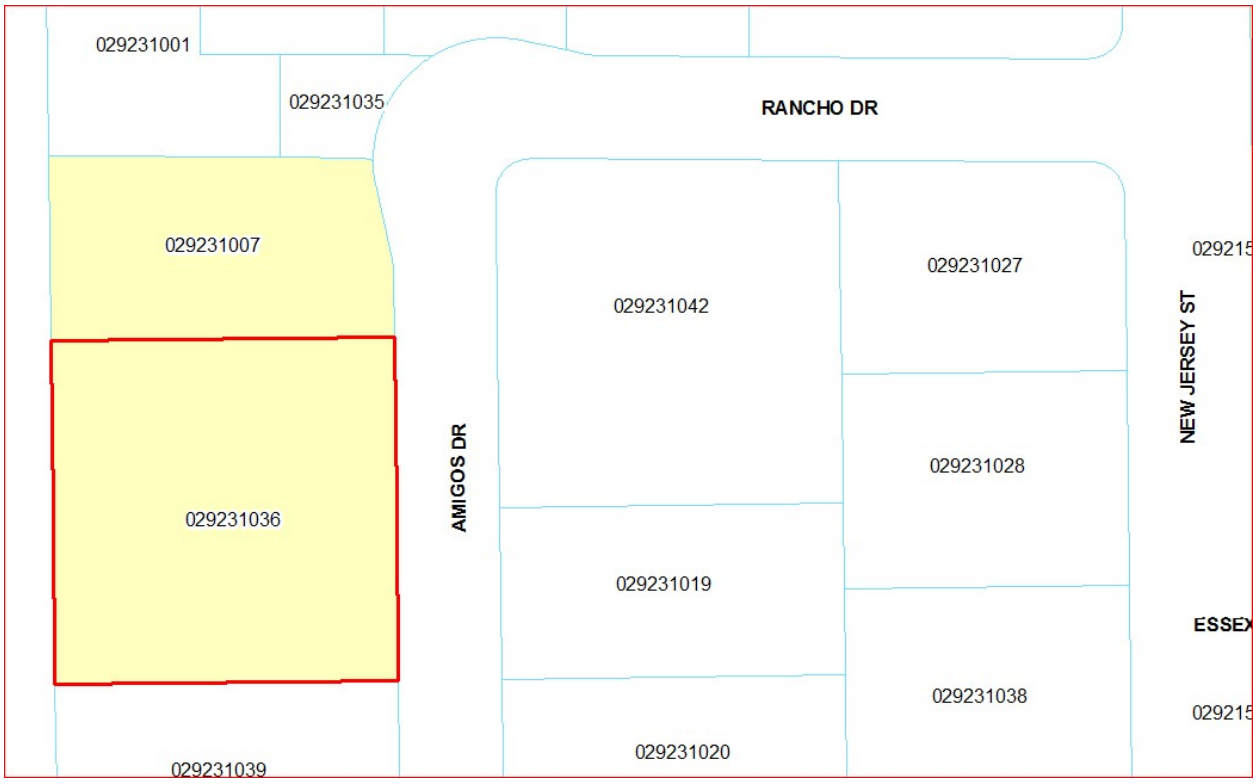
CRA 636

Annexation S4-E



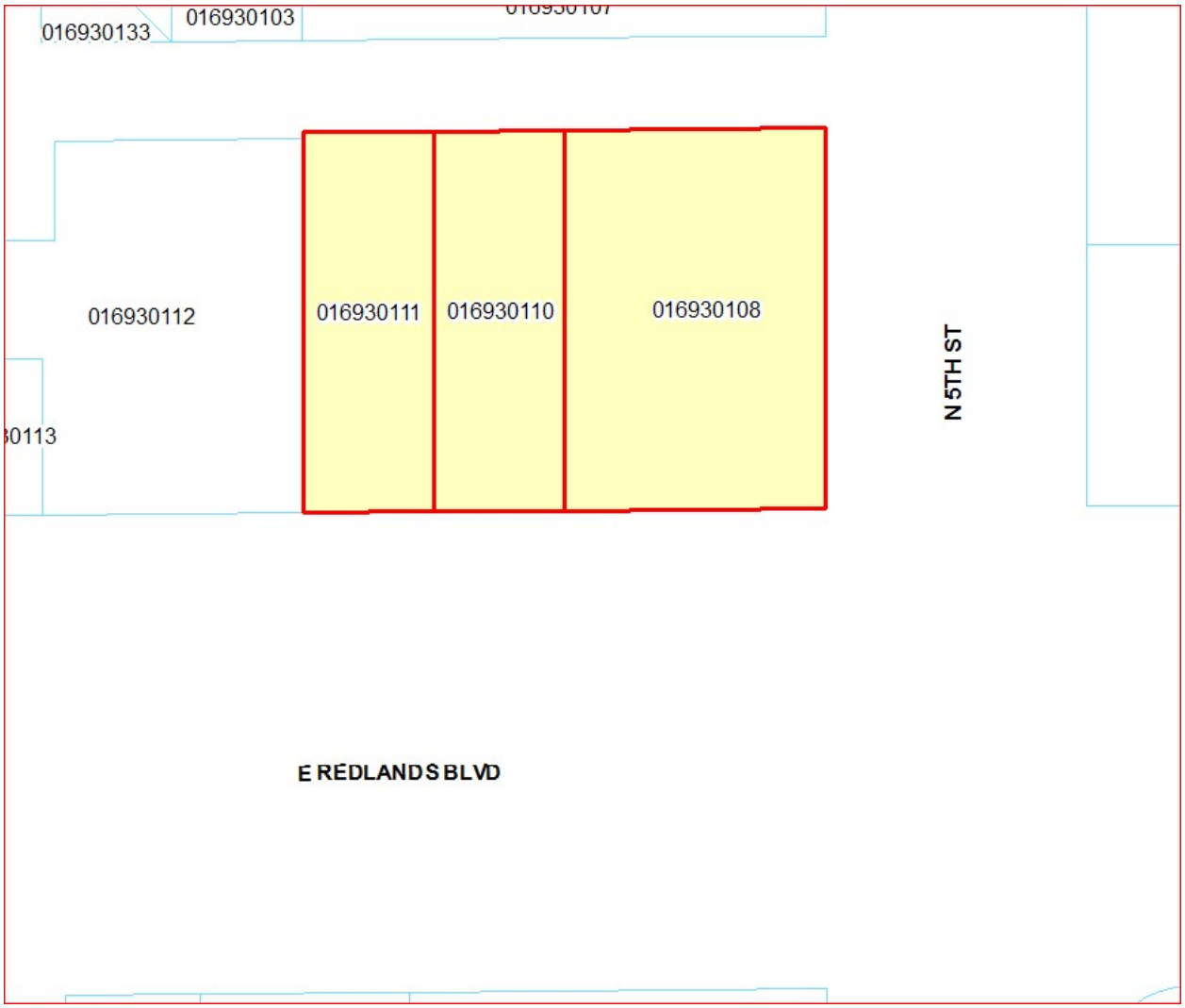
CRA 546

Annexation S4-F



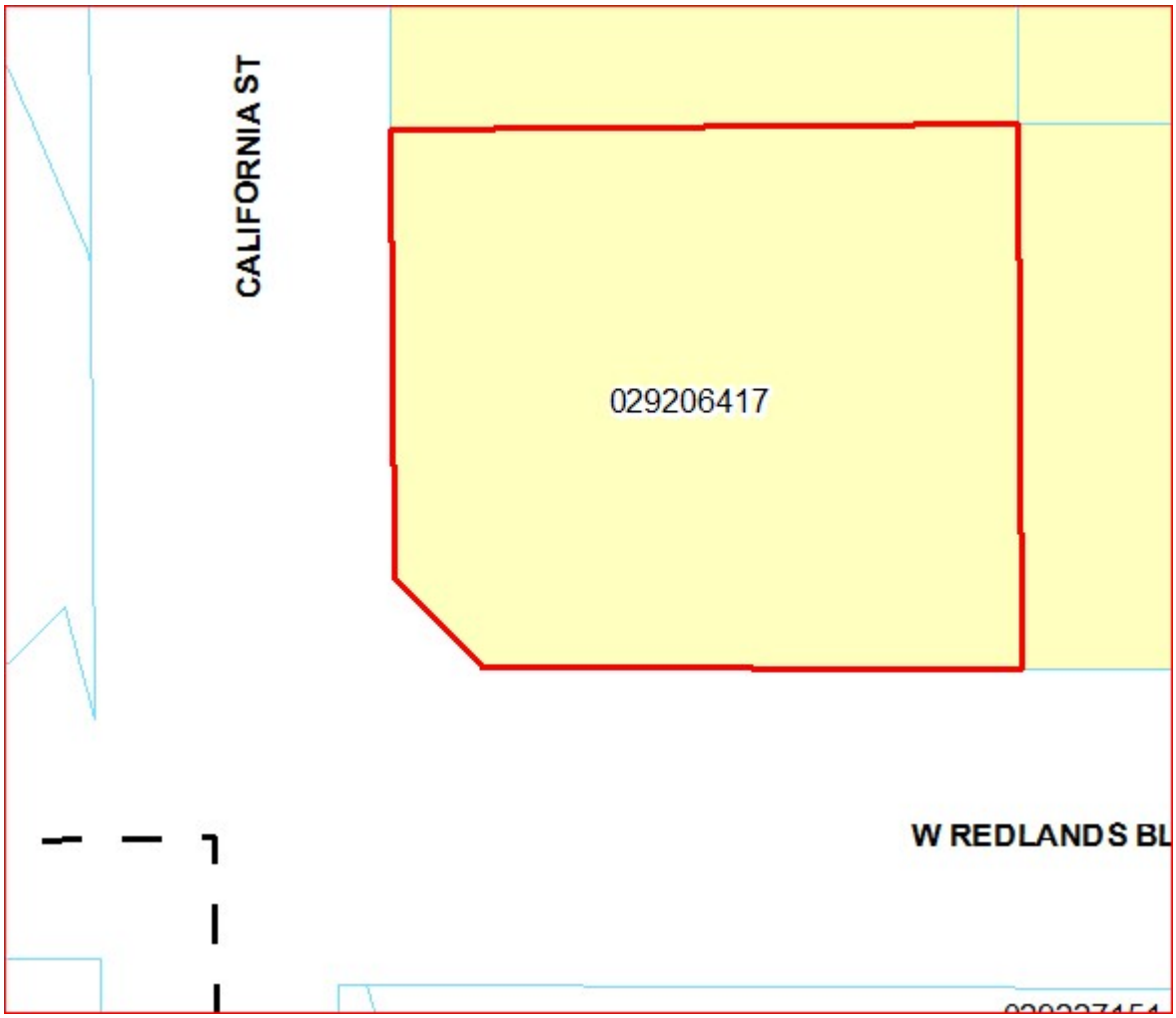
CRA 641 – originally two parcels that have been combined into a single parcel.

Annexation S4-G



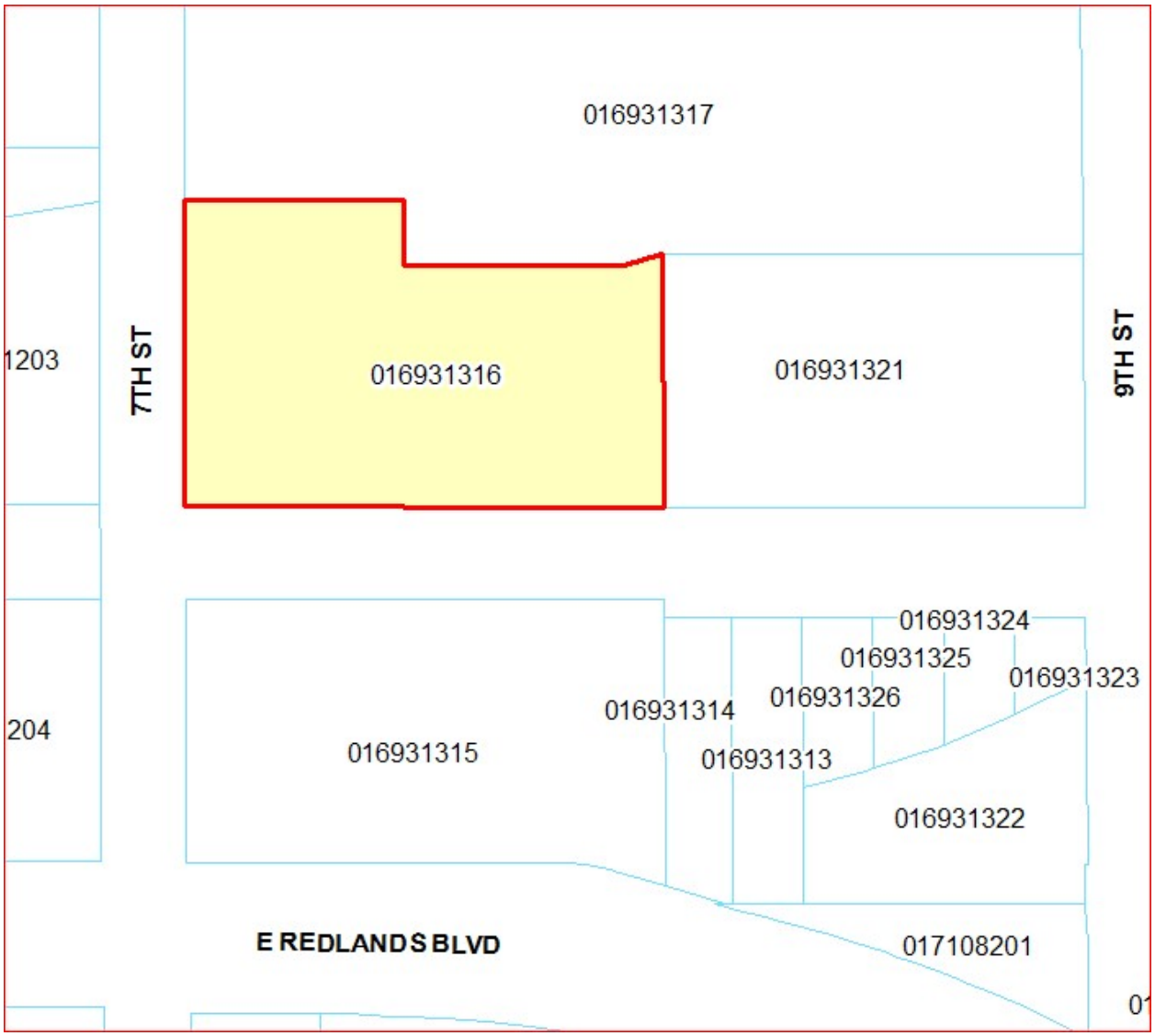
CRA 640

Annexation S4-H



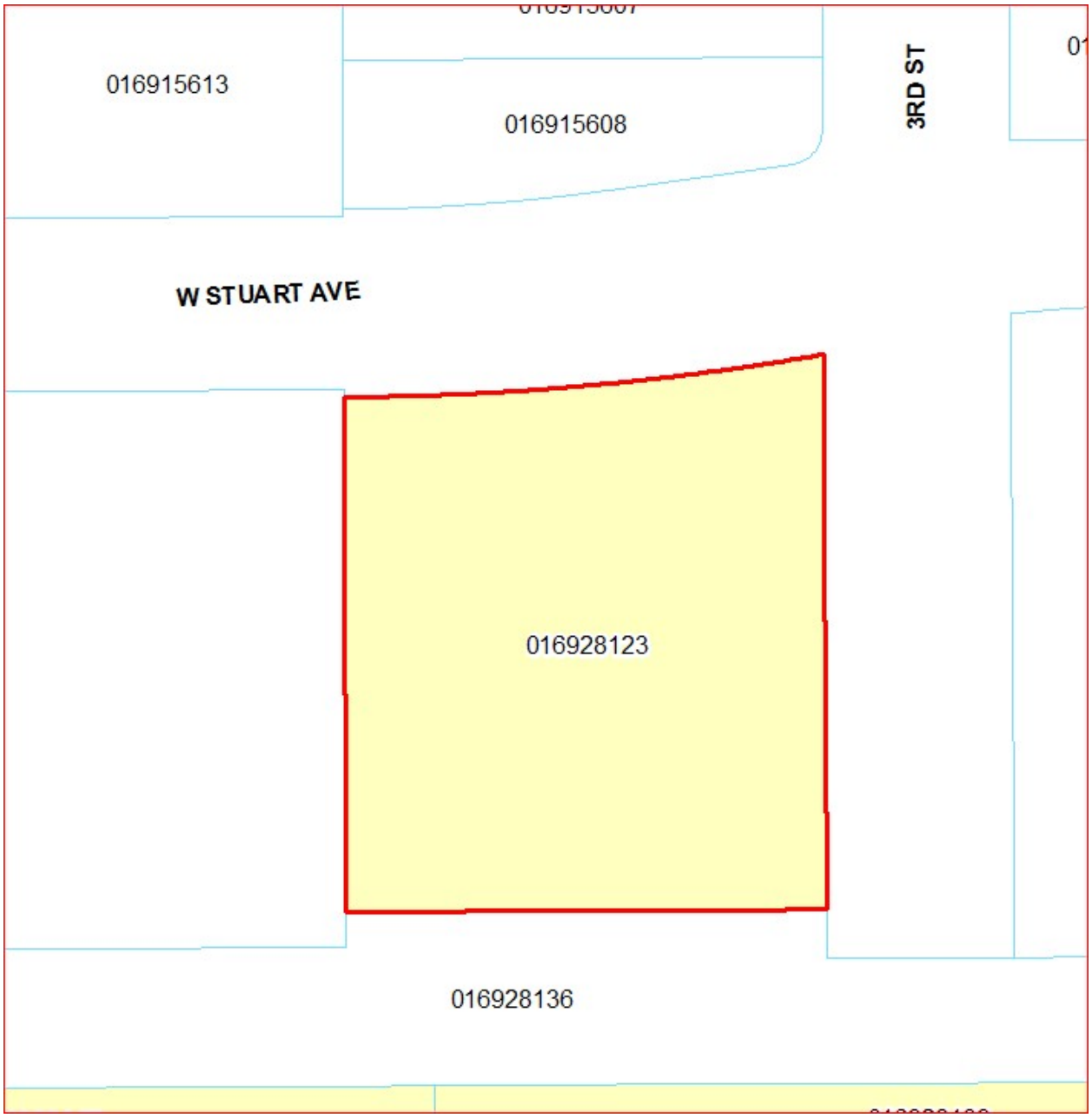
CUP 562

Annexation S4-I



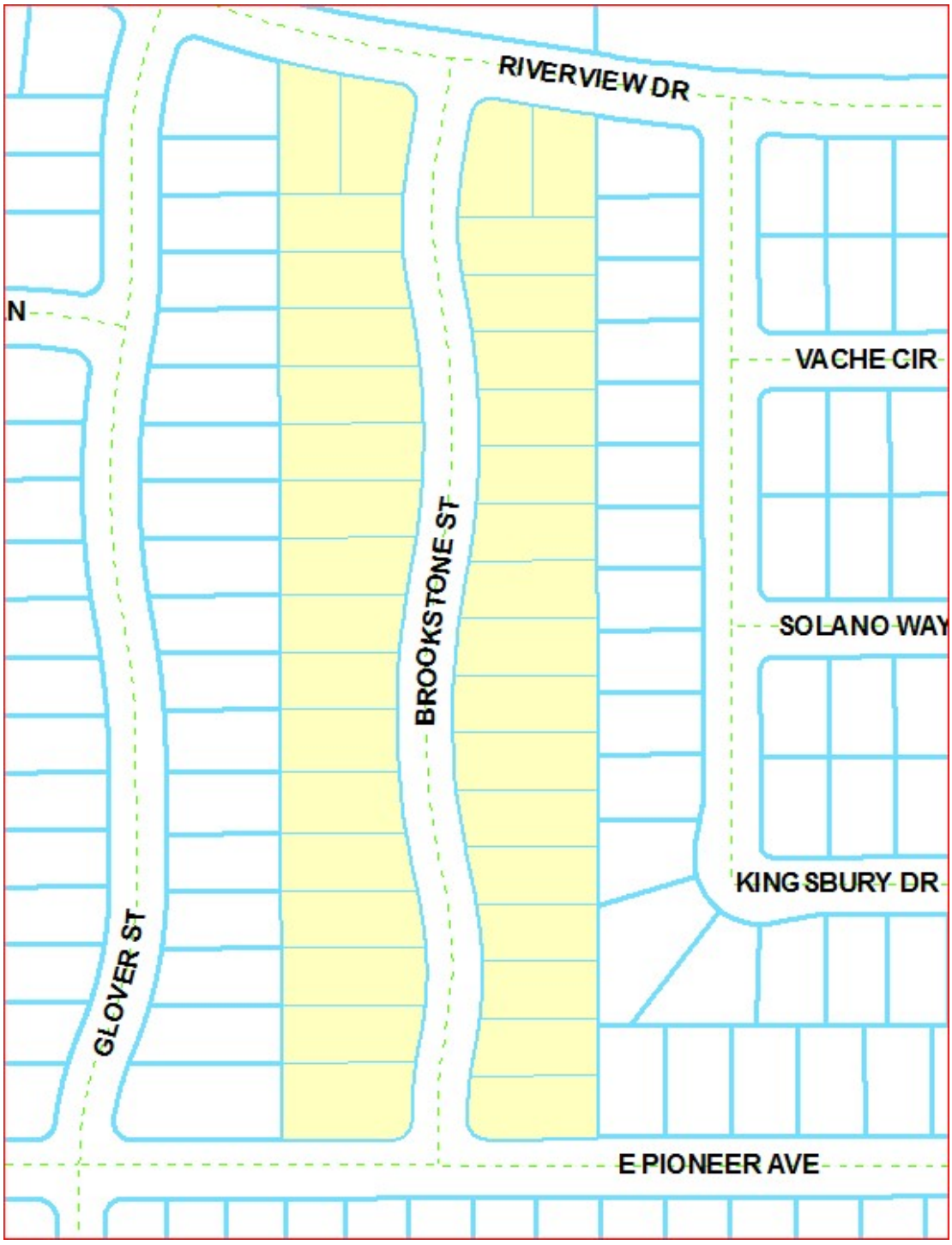
CUP 548

Annexation S5-A



CRA 637

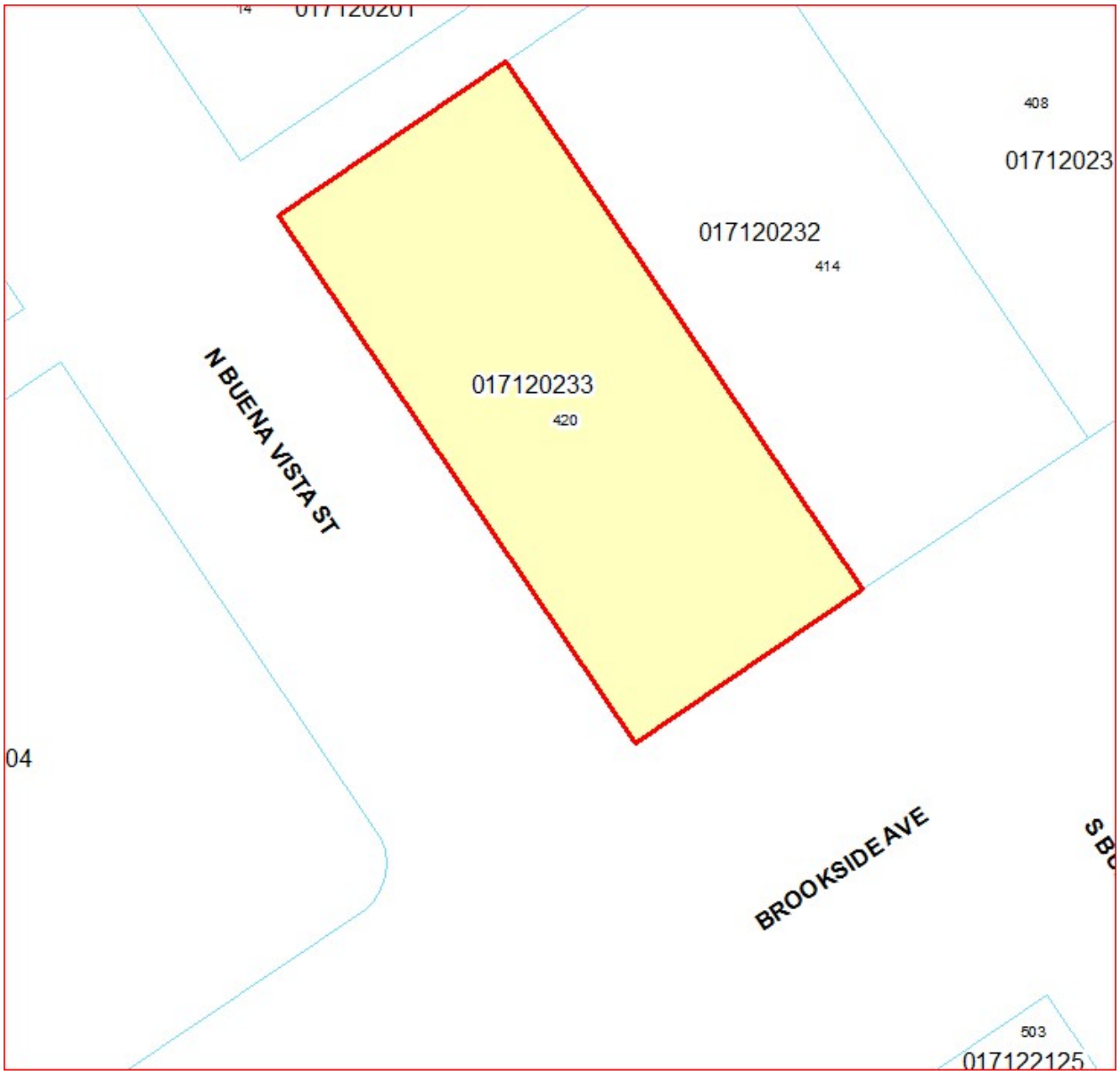
Annexation S5-B



Tract Map 10179

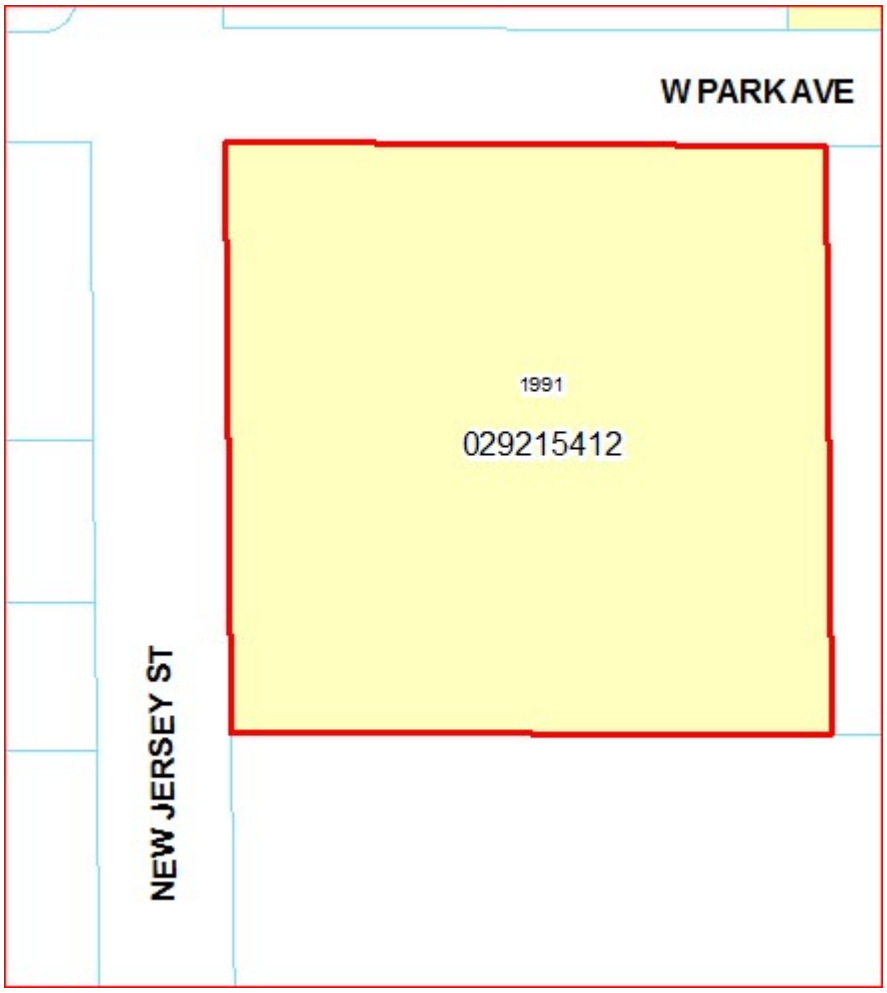
APN 0167-851-39 thru -56
APN 0167-861-37 thru -54

Annexation S5-C



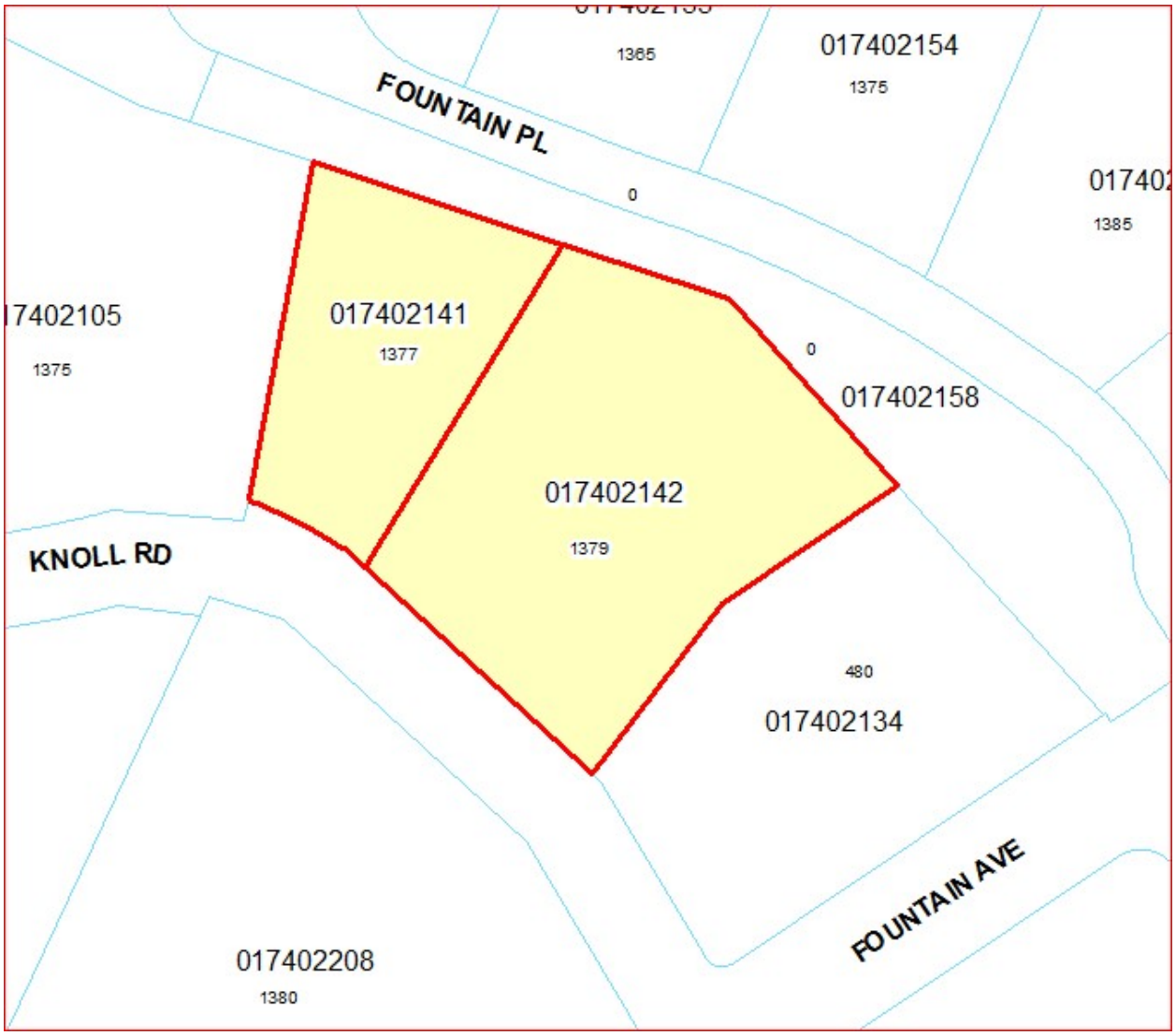
CUP 574

Annexation S5-D



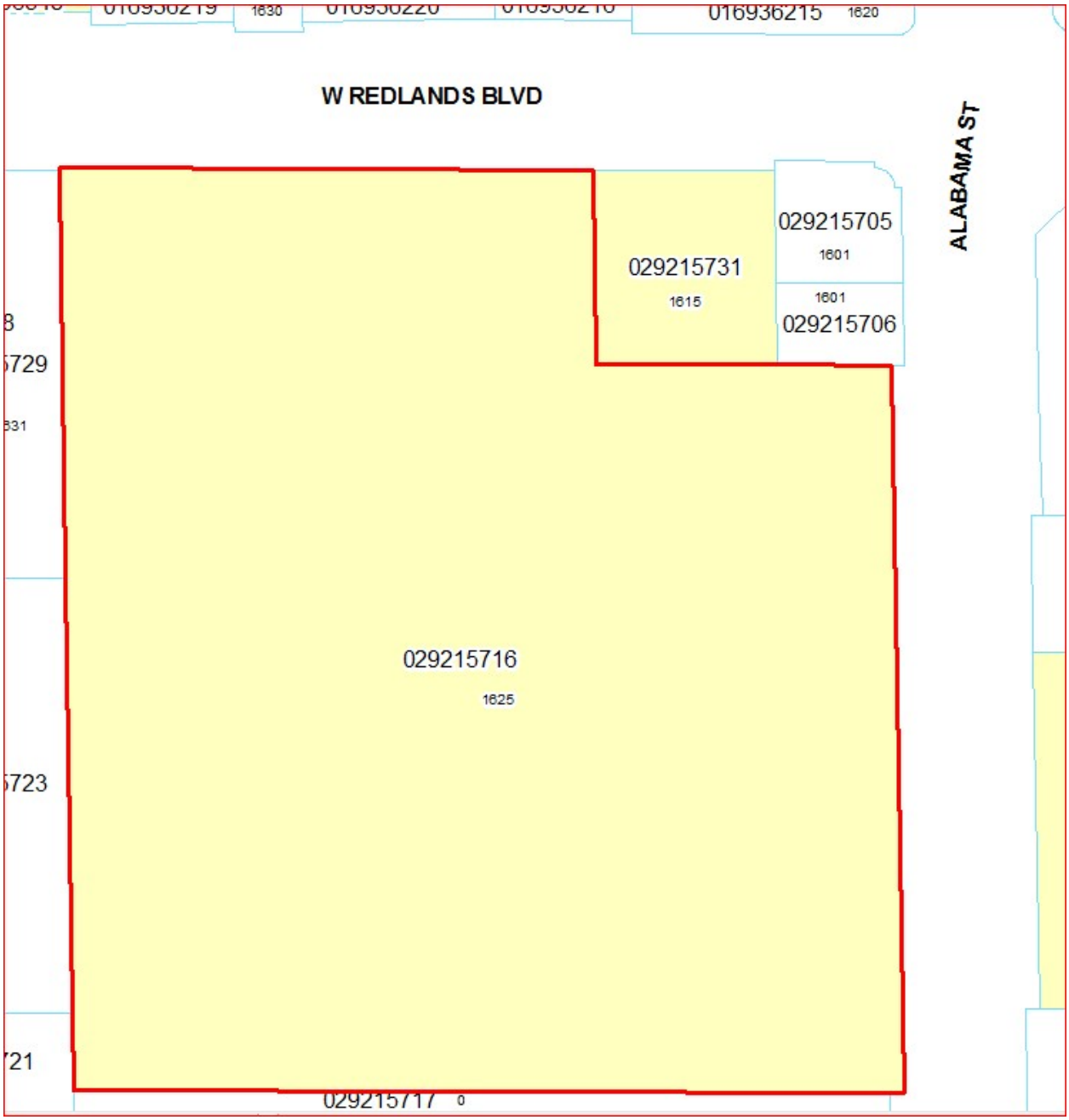
CRA 642

Annexation S5-E



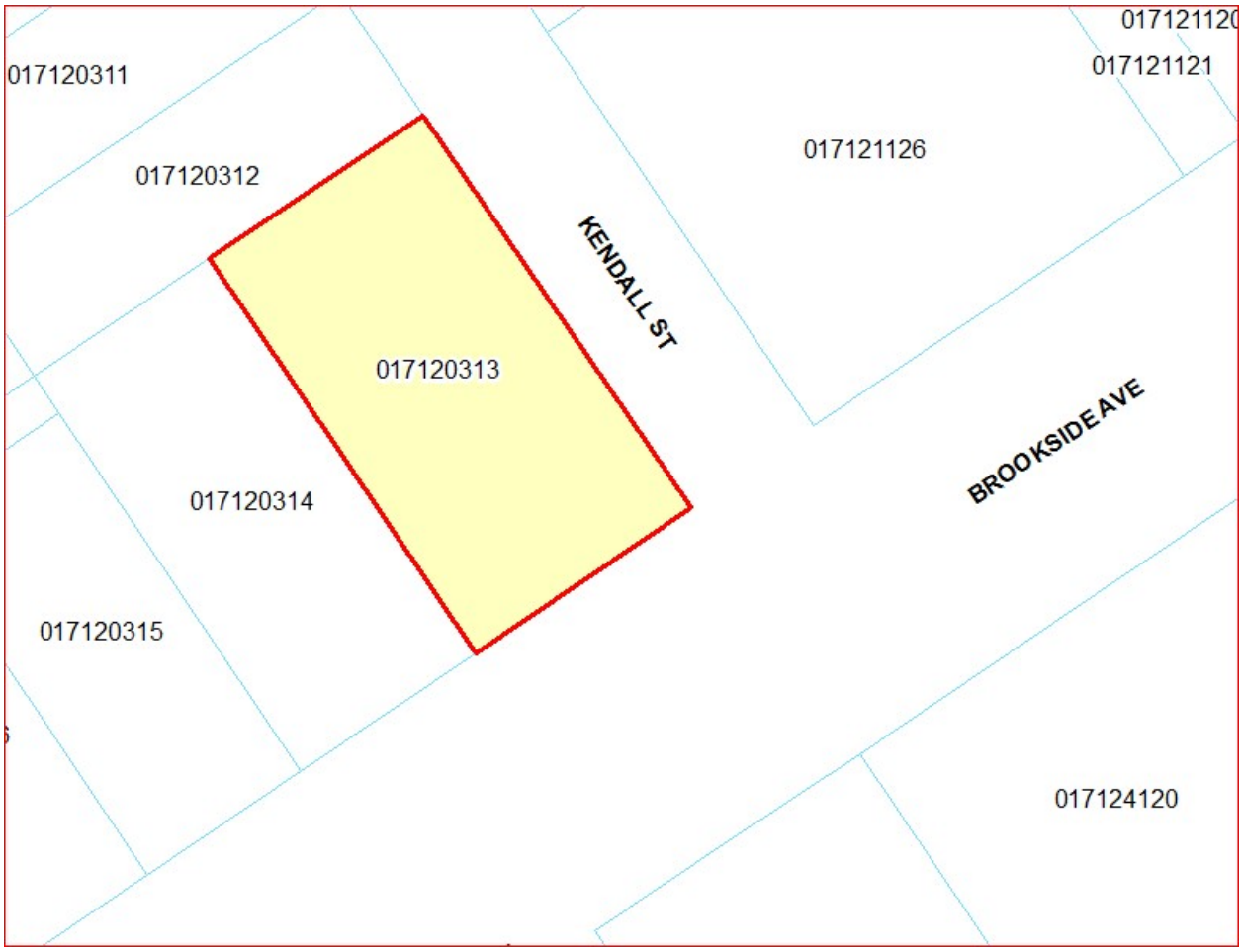
Parcel Map 14090

Annexation S6-A



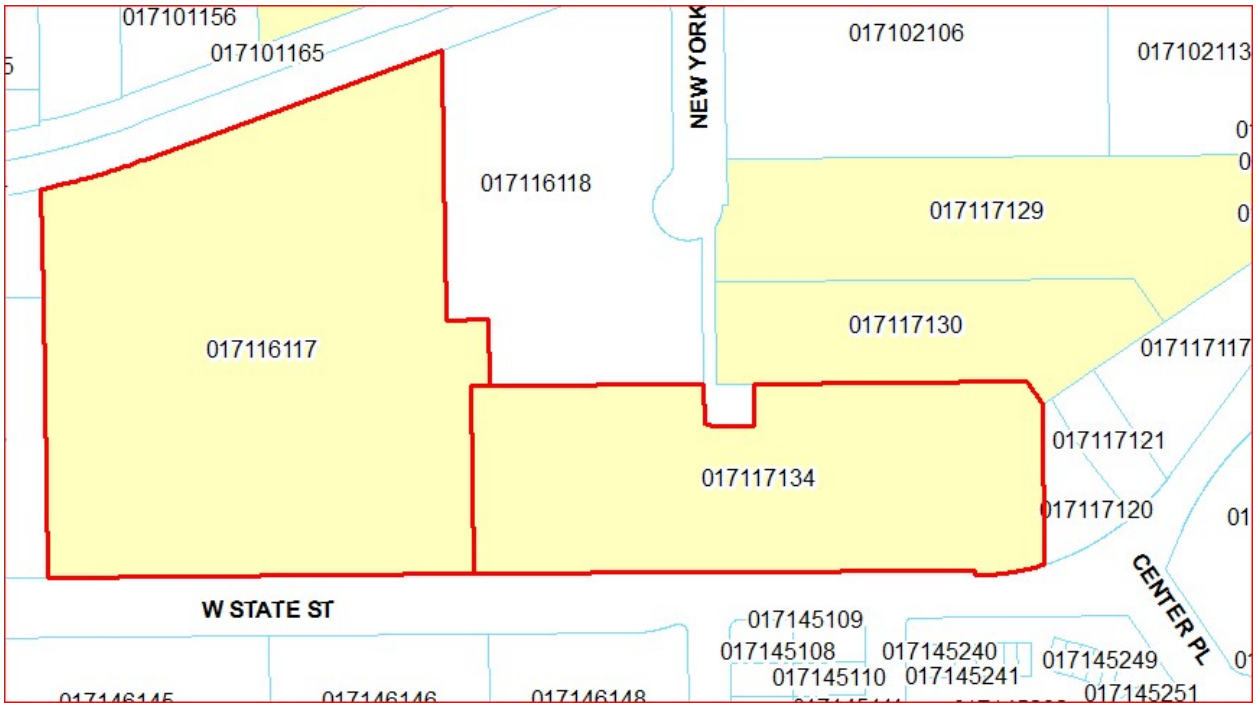
CRA 648

Annexation S6-B



CUP 581

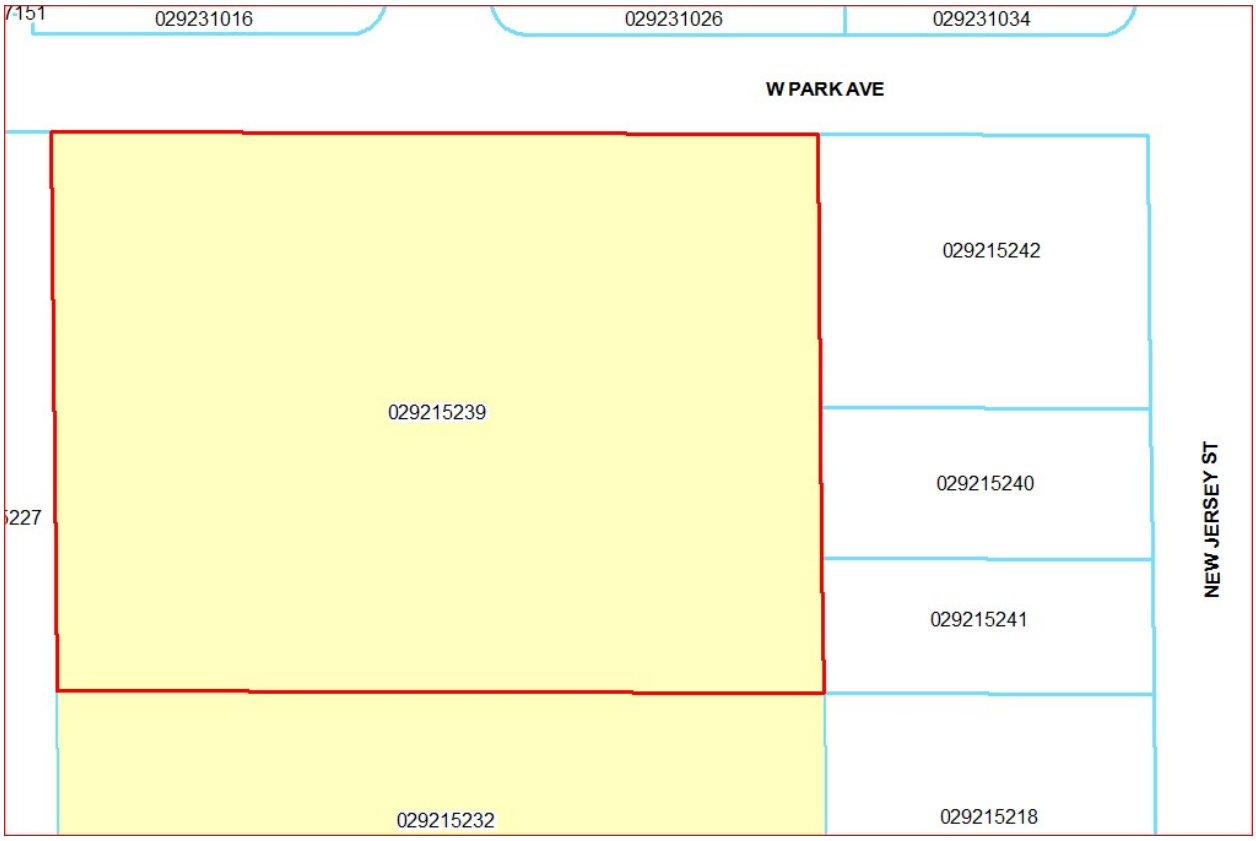
Annexation S7-A



MS 228

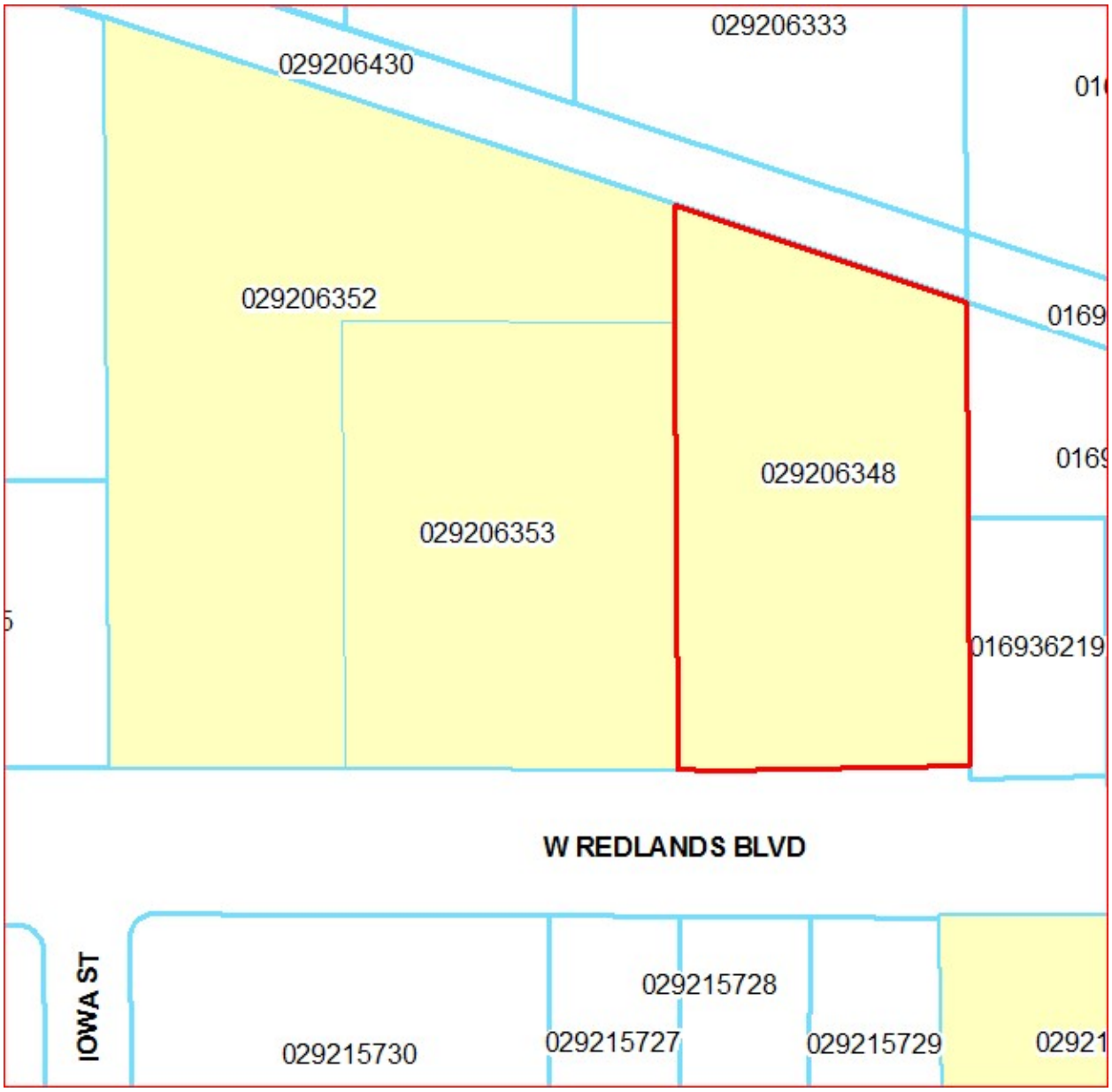
Annexation S7-A was originally APN 0171-161-13 and was then changed to APN 0171-161-14 and -15. Annexation S1-S was originally APN 0171-171-18, -22, and -23. Assessments for Annexation S7-A and S1-S were combined and then adjusted proportionately. New APNs for both annexations are 0171-161-17 and 0171-171-34. Assessment spread proportionately. 4/20/2020

Annexation S7-B



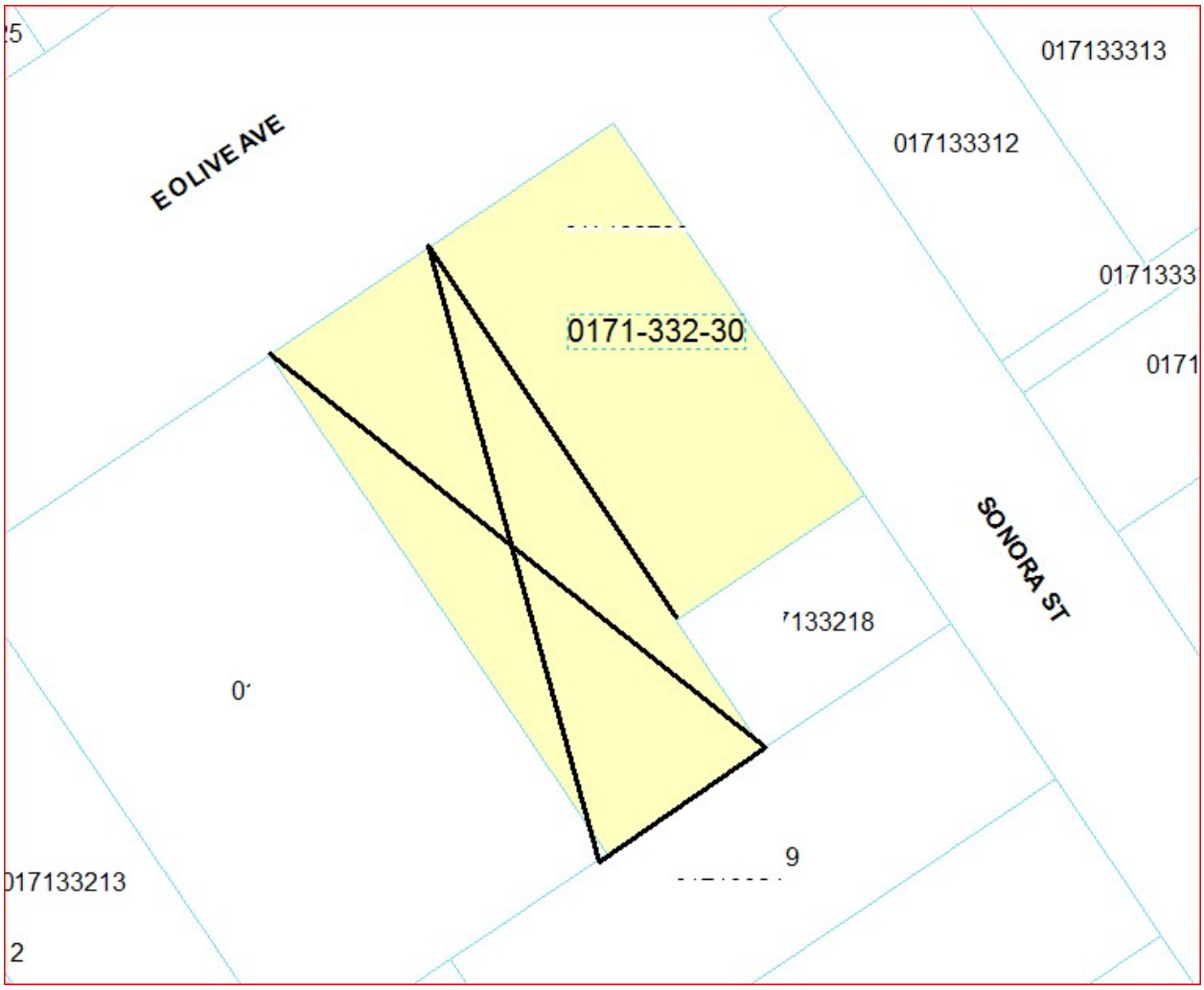
CRA 639

Annexation S7-C



CUP 602

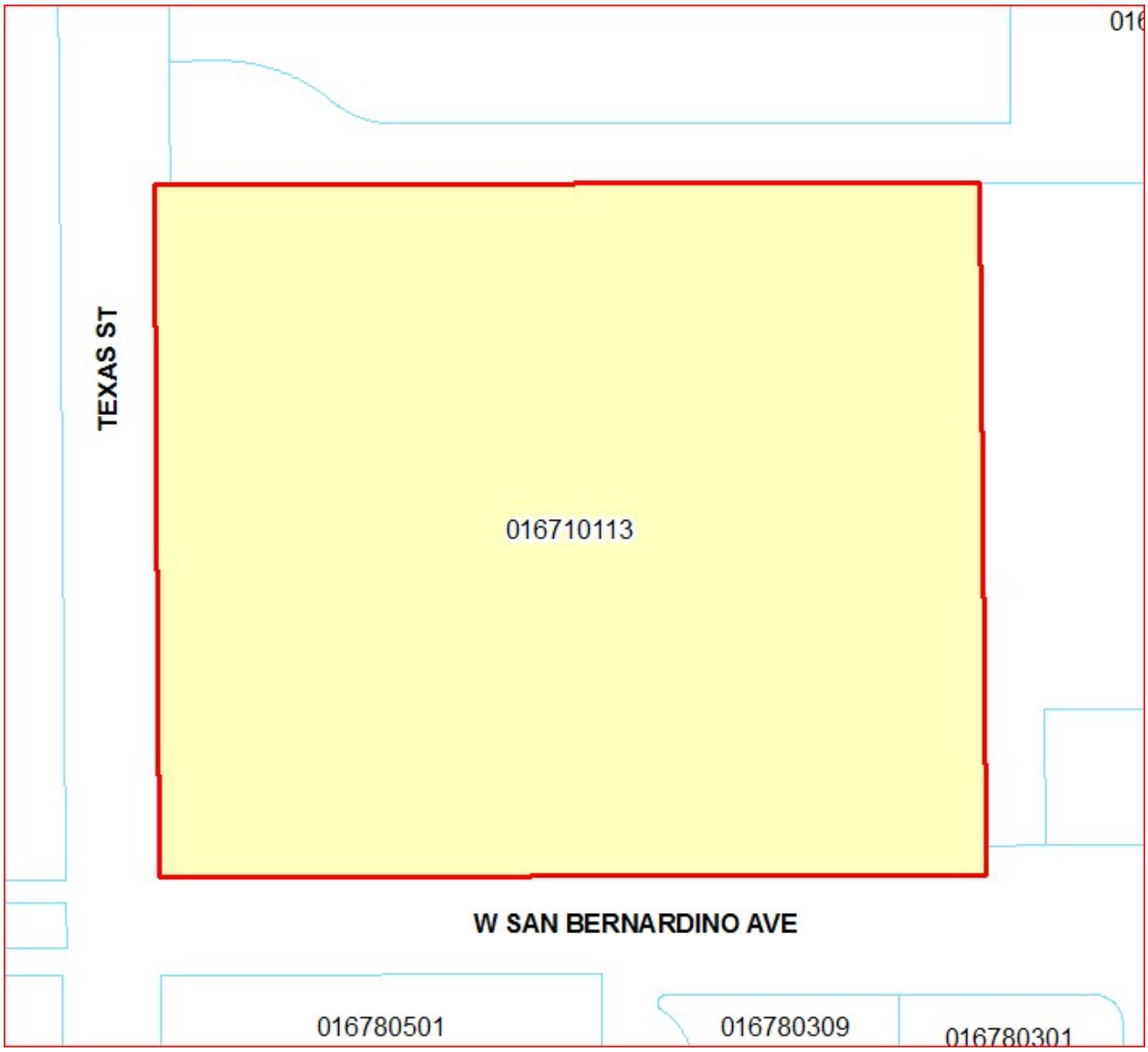
Annexation S7-D



CUP 590

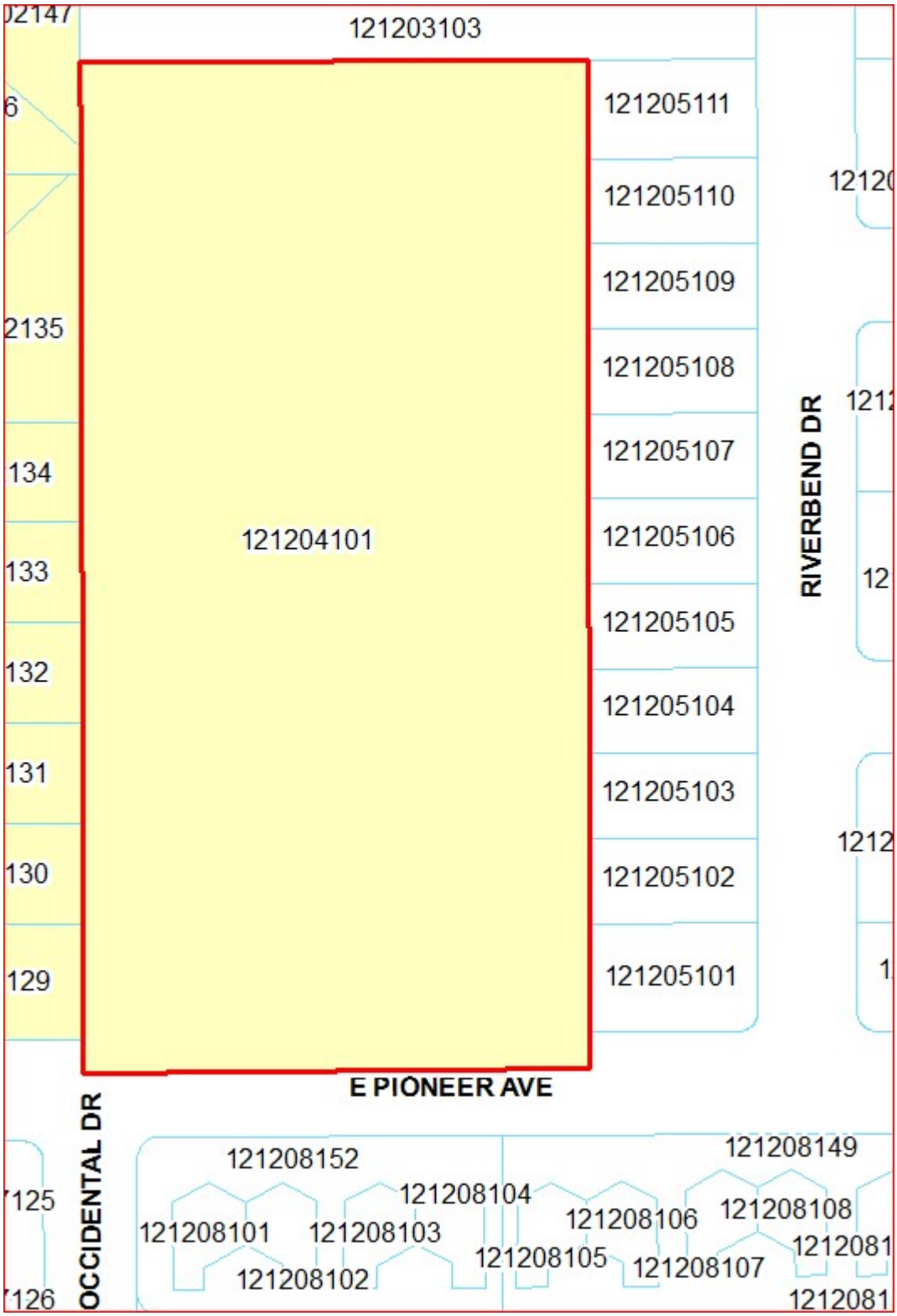
The east half of the property was the original Annexation S7-D when it was a separate parcel.

Annexation S7-E



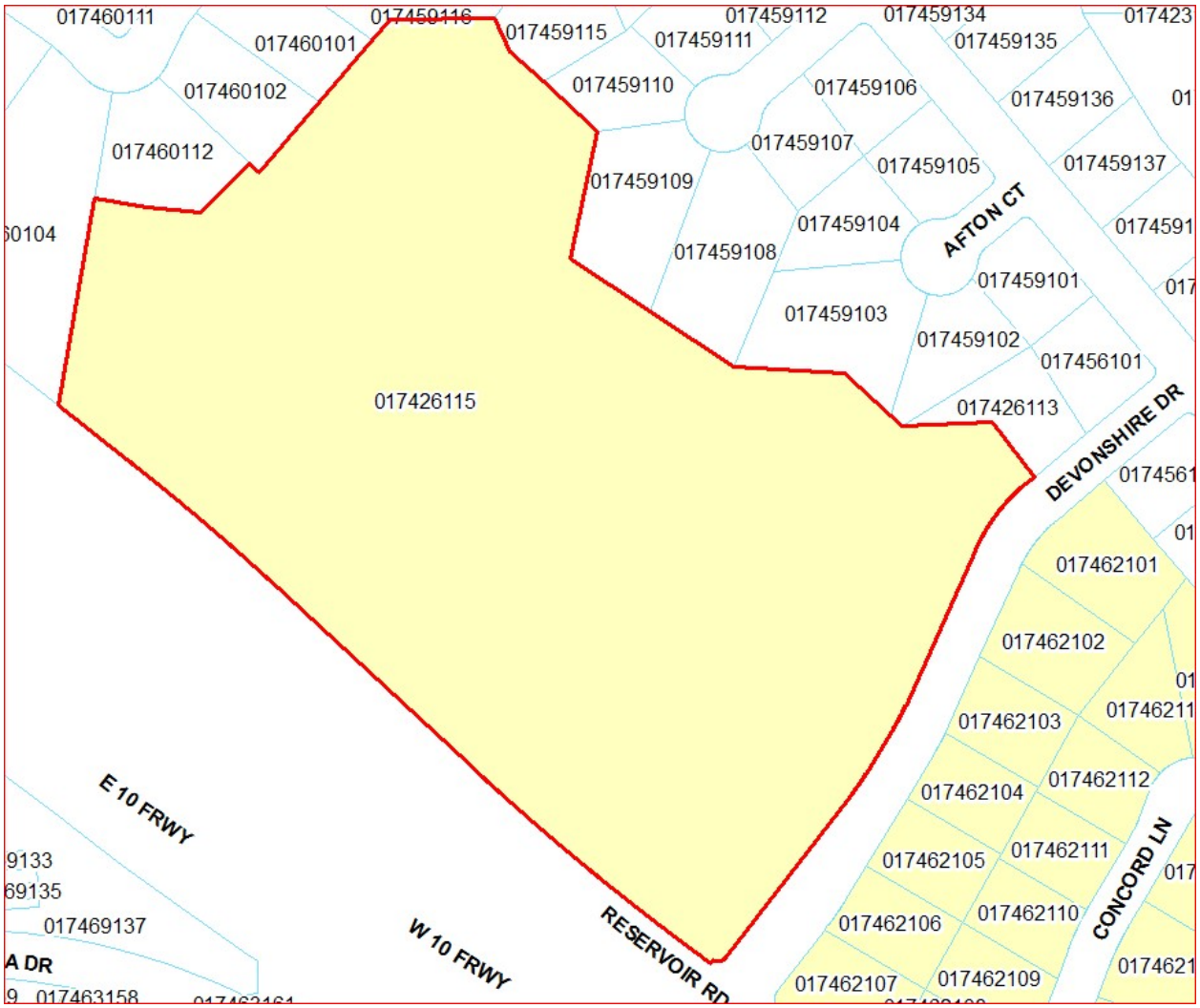
CUP 607

Annexation S7-F



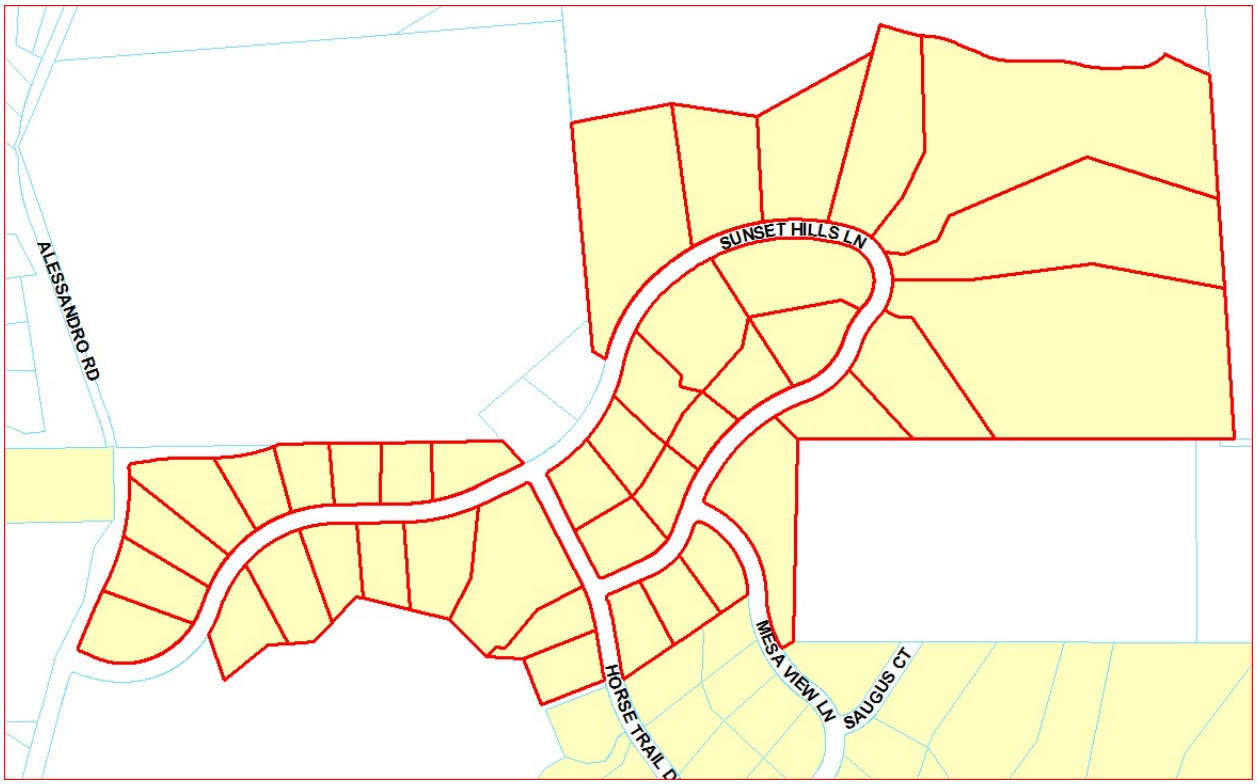
CUP 577

Annexation S7-G



CUP 541

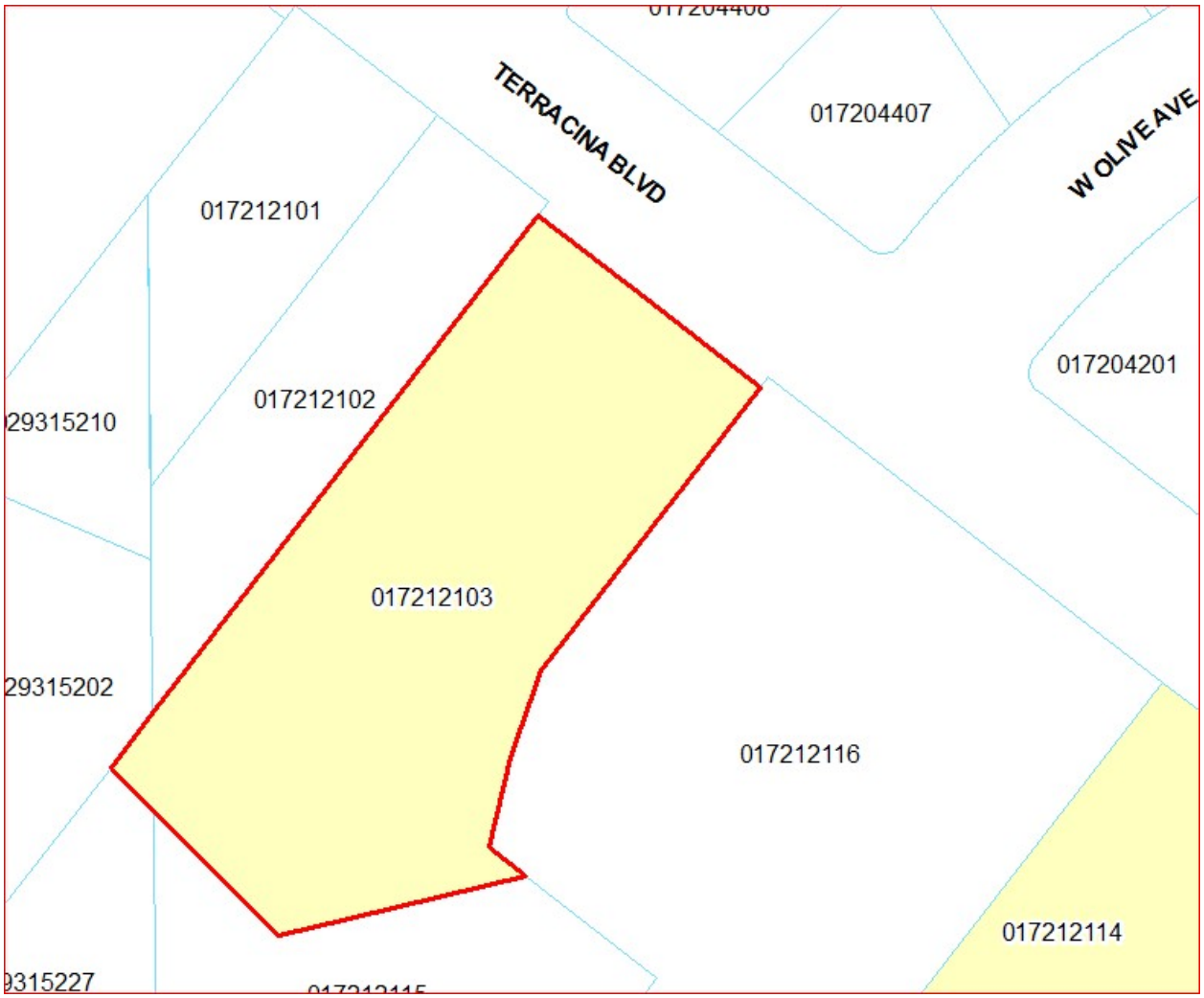
Annexation S7-H



Tract 14790-1

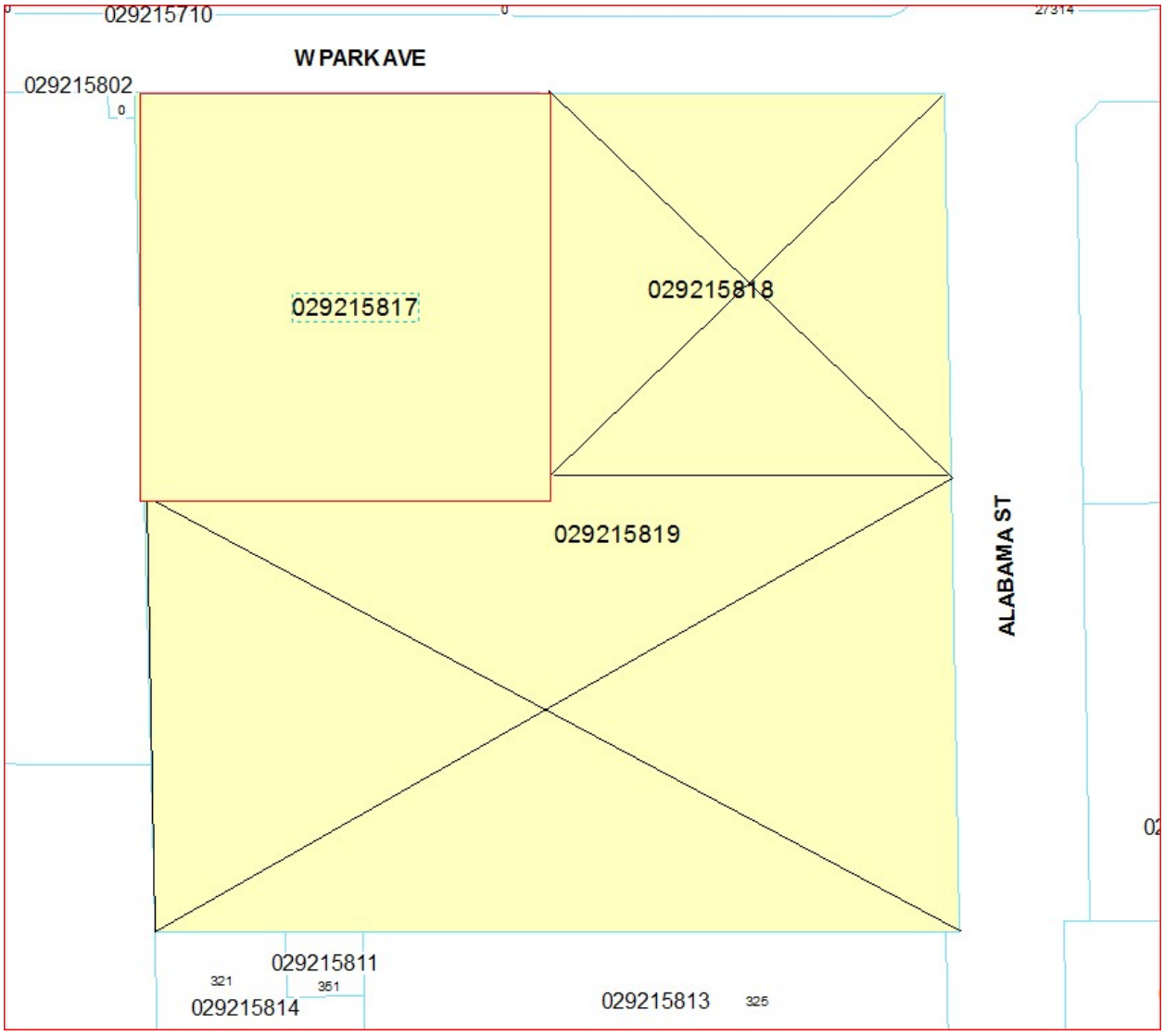
APN 0176-521-01 thru -13, -18 thru -23, -27 thru -32
APN 0176-531-01 thru -03, -07 thru -09, -12, -13, -18, -20 thru -22, -24 thru -26

Annexation S8-A



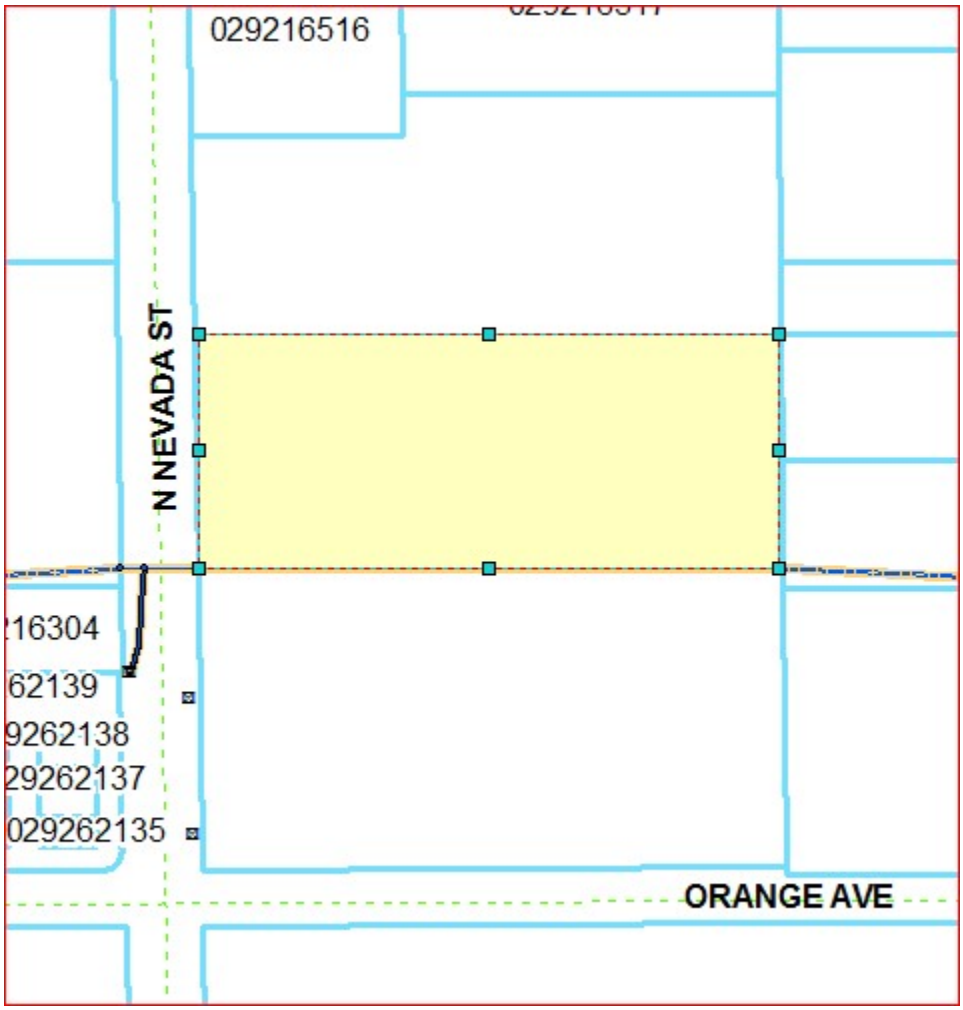
CUP 584

Annexation S8-B



CRA 666

Annexation S8-C, CUP 616



The portion of this parcel that was Annexation S-8C is no longer assessed.

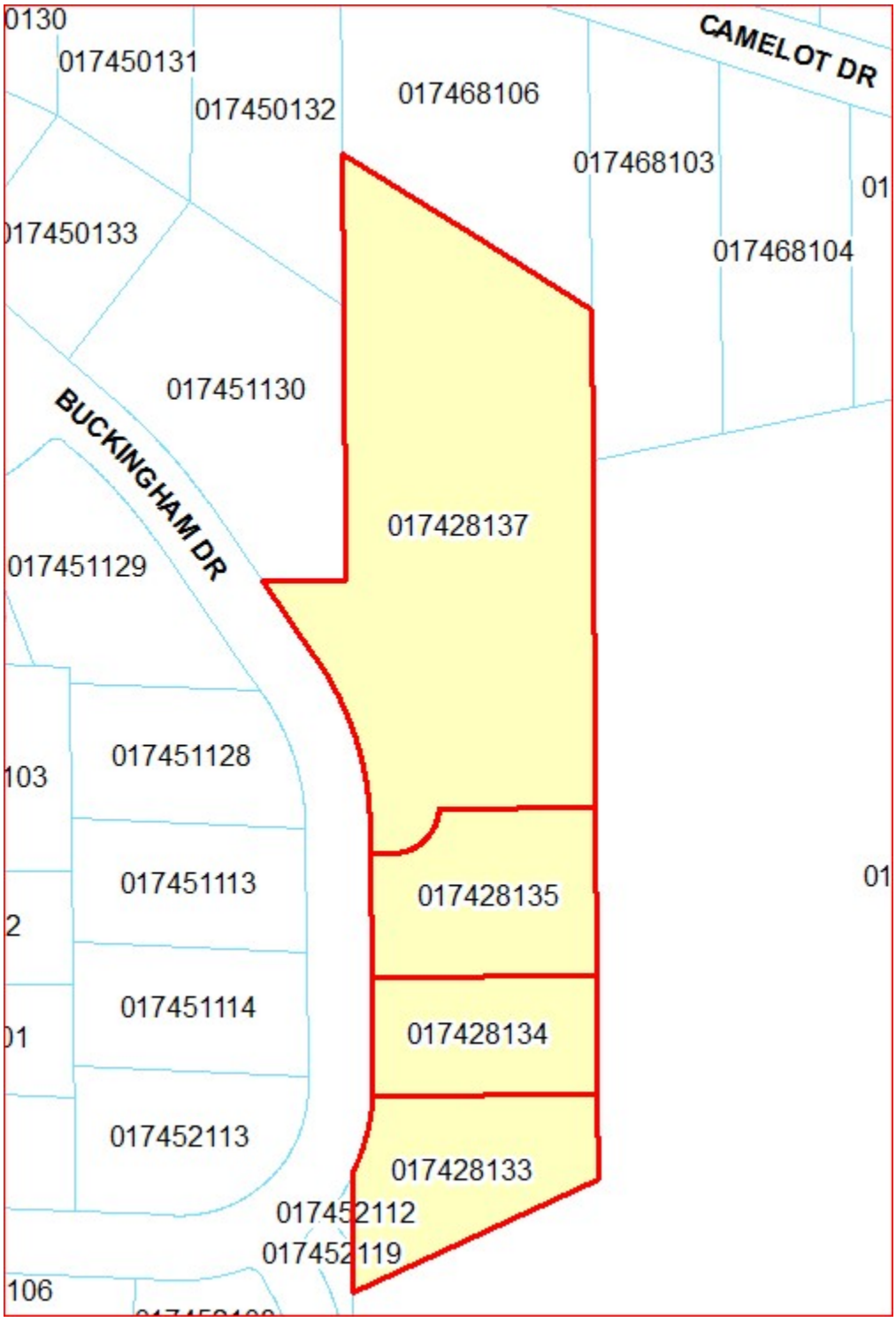
Annexation S9-A

Tract 15589

Assessor's Parcel Numbers

0293-421-01 thru -45

Annexation S9-B

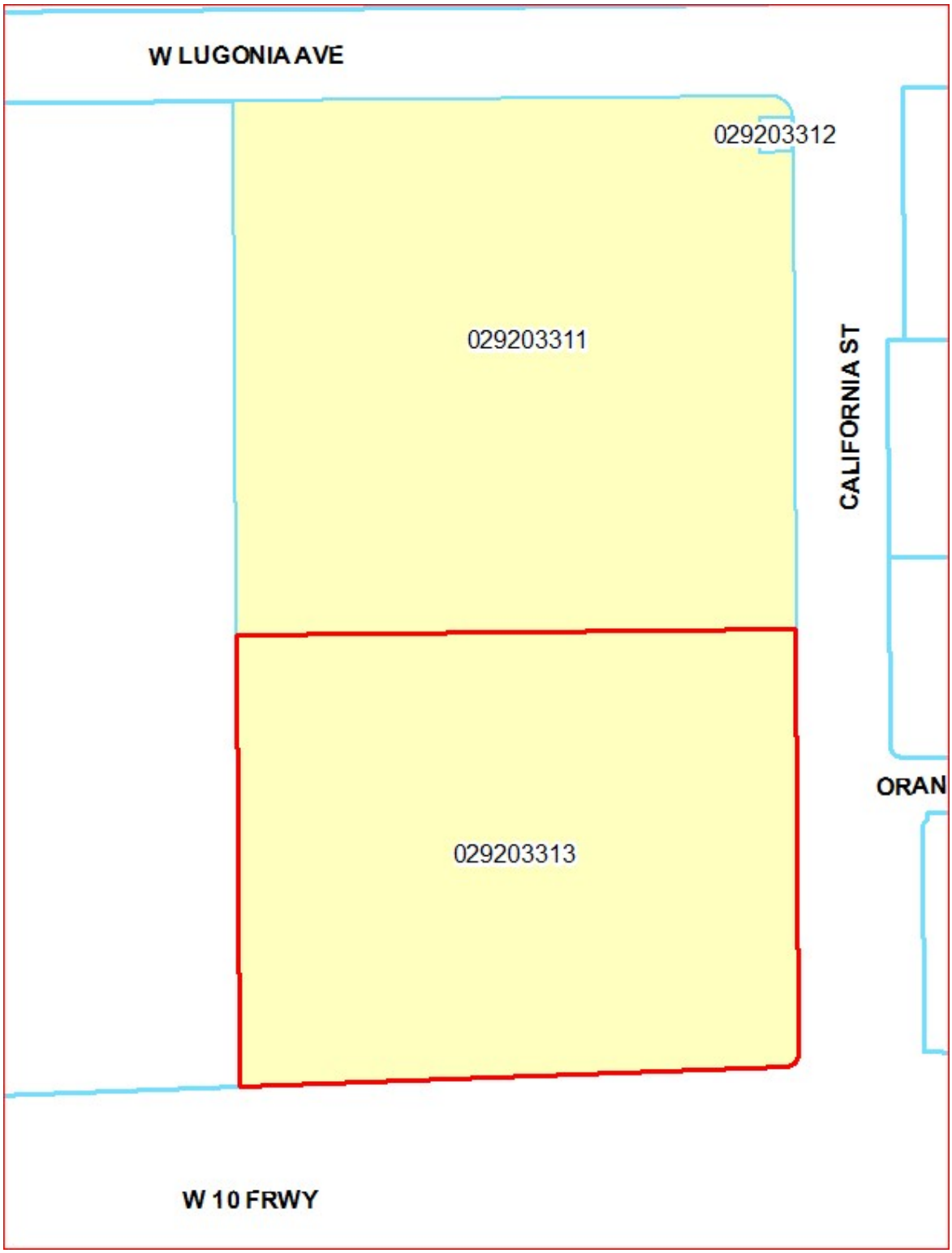


MS 221, Parcel Map 14285

Annexation S9-C

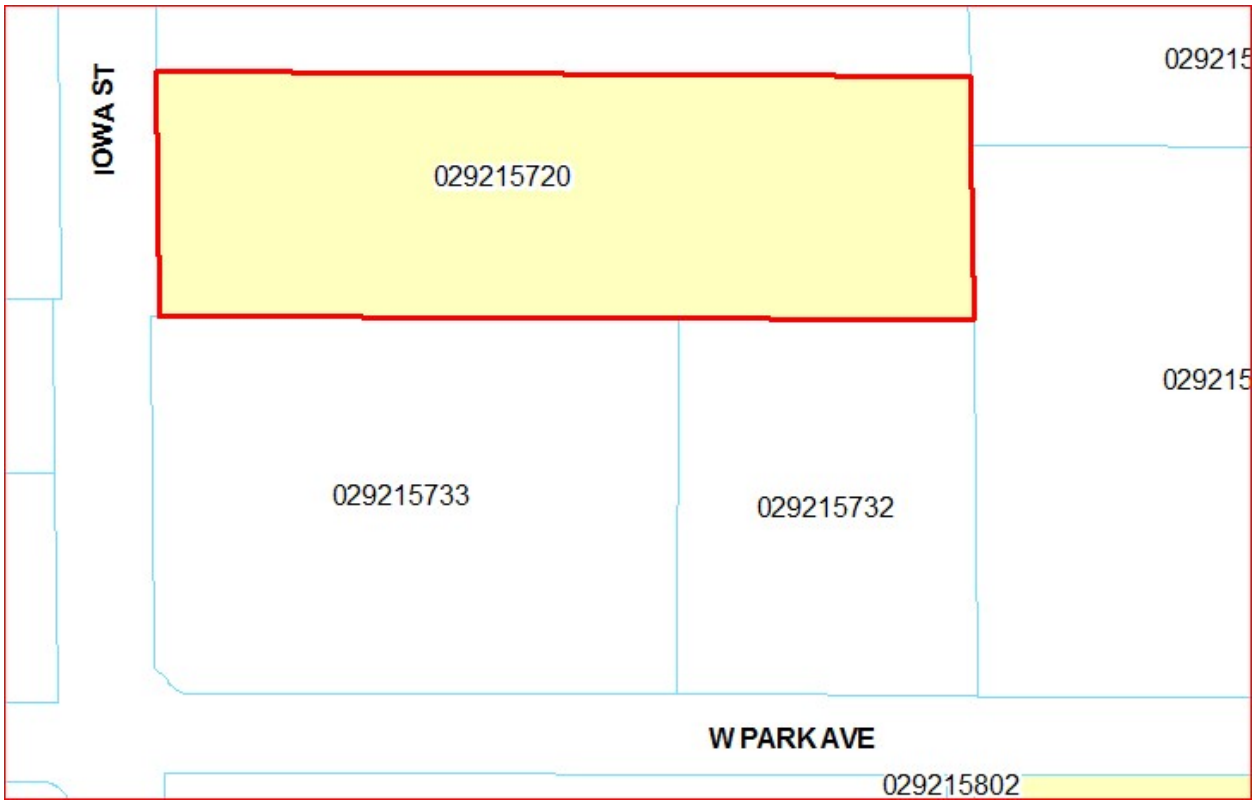
There is no Annexation S9-C.

Annexation S9-D



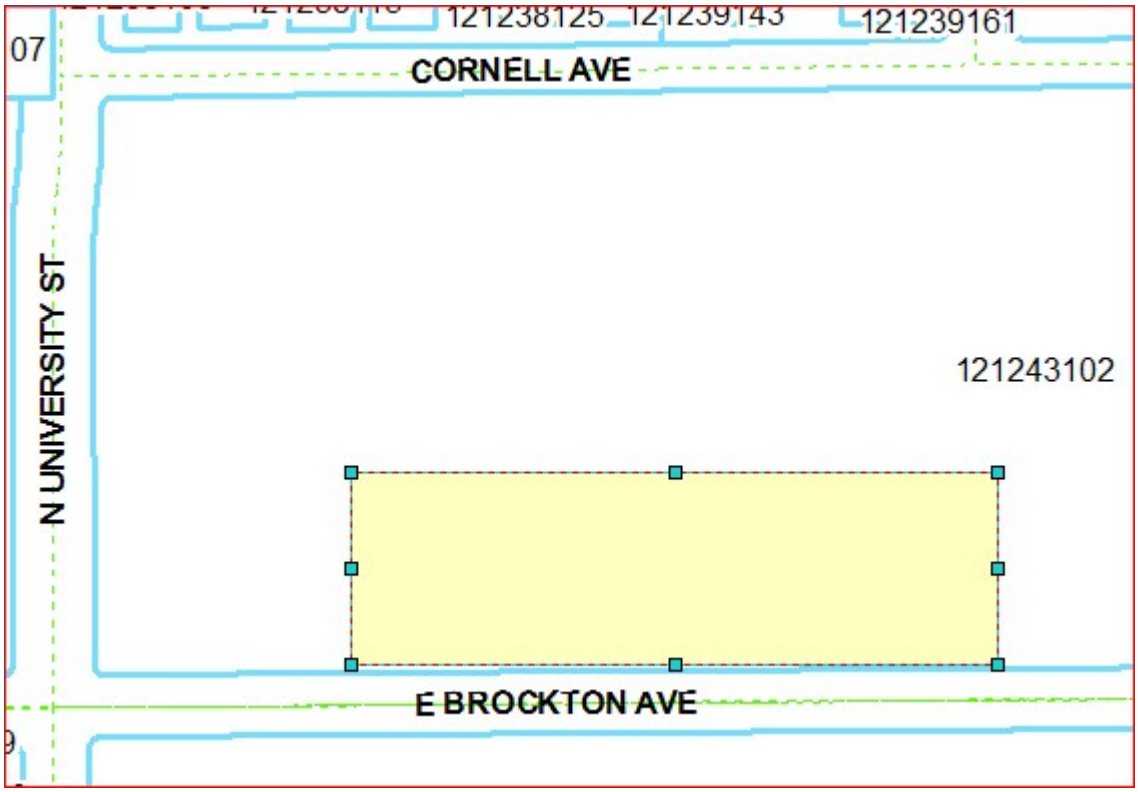
CUP 617

Annexation S9-E



CRA 670

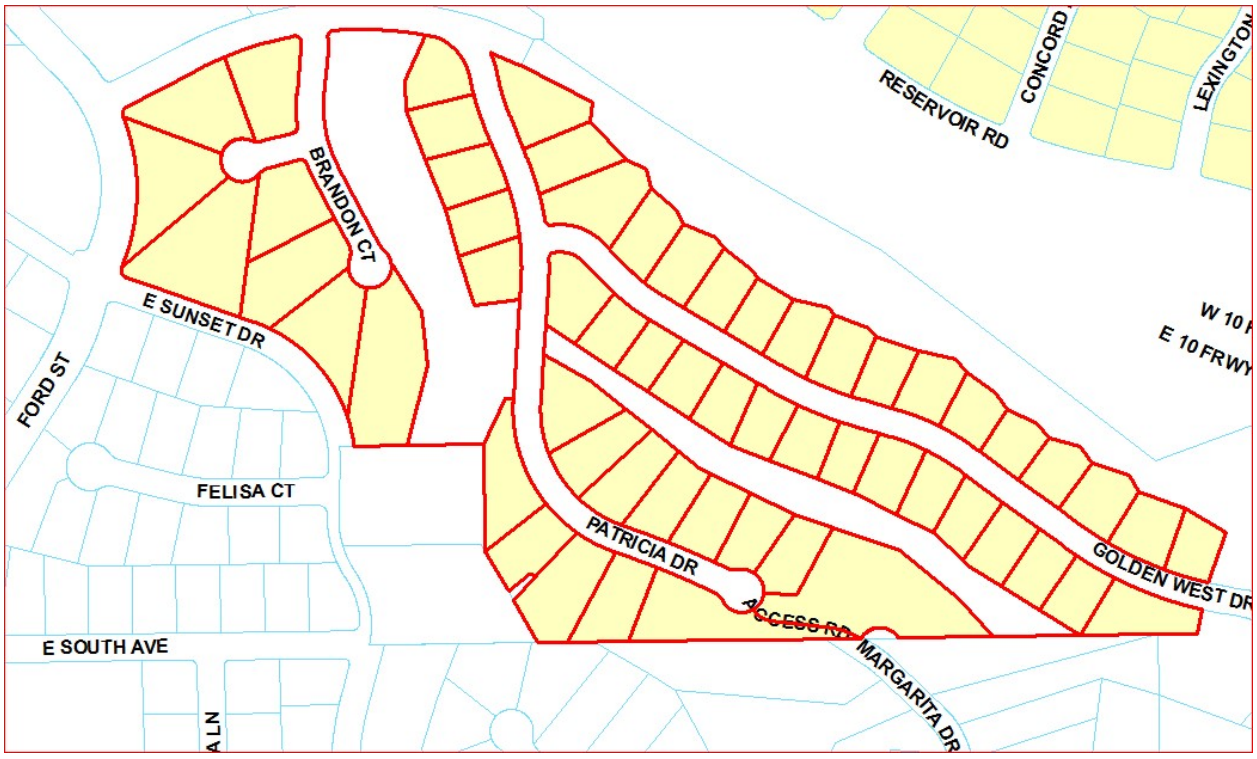
Annexation S9-F



CUP 629

Boundary of area of original annexation is shown. That parcel has since been incorporated into the larger parcel.

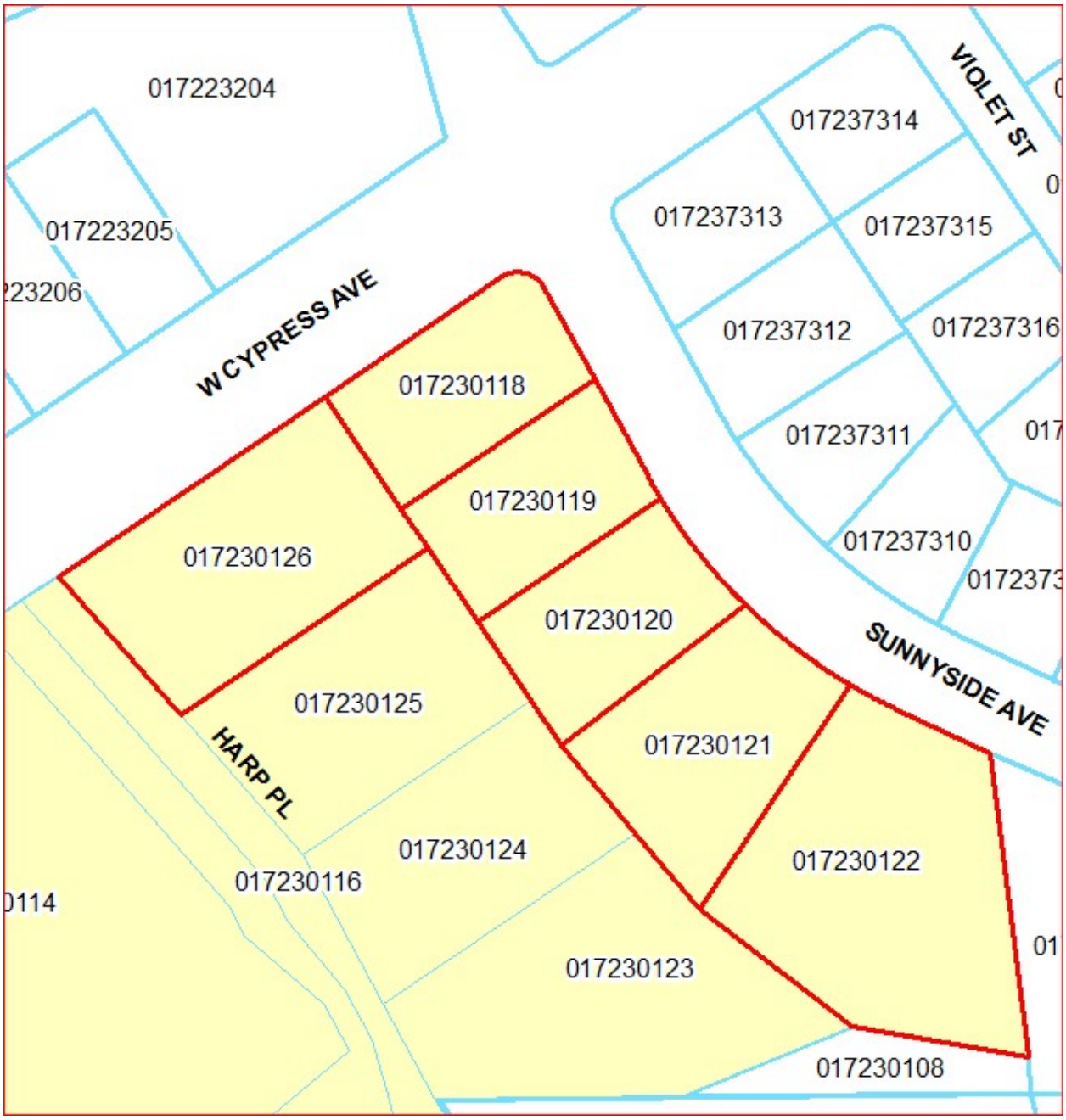
Annexation S10-A



Tract 15040

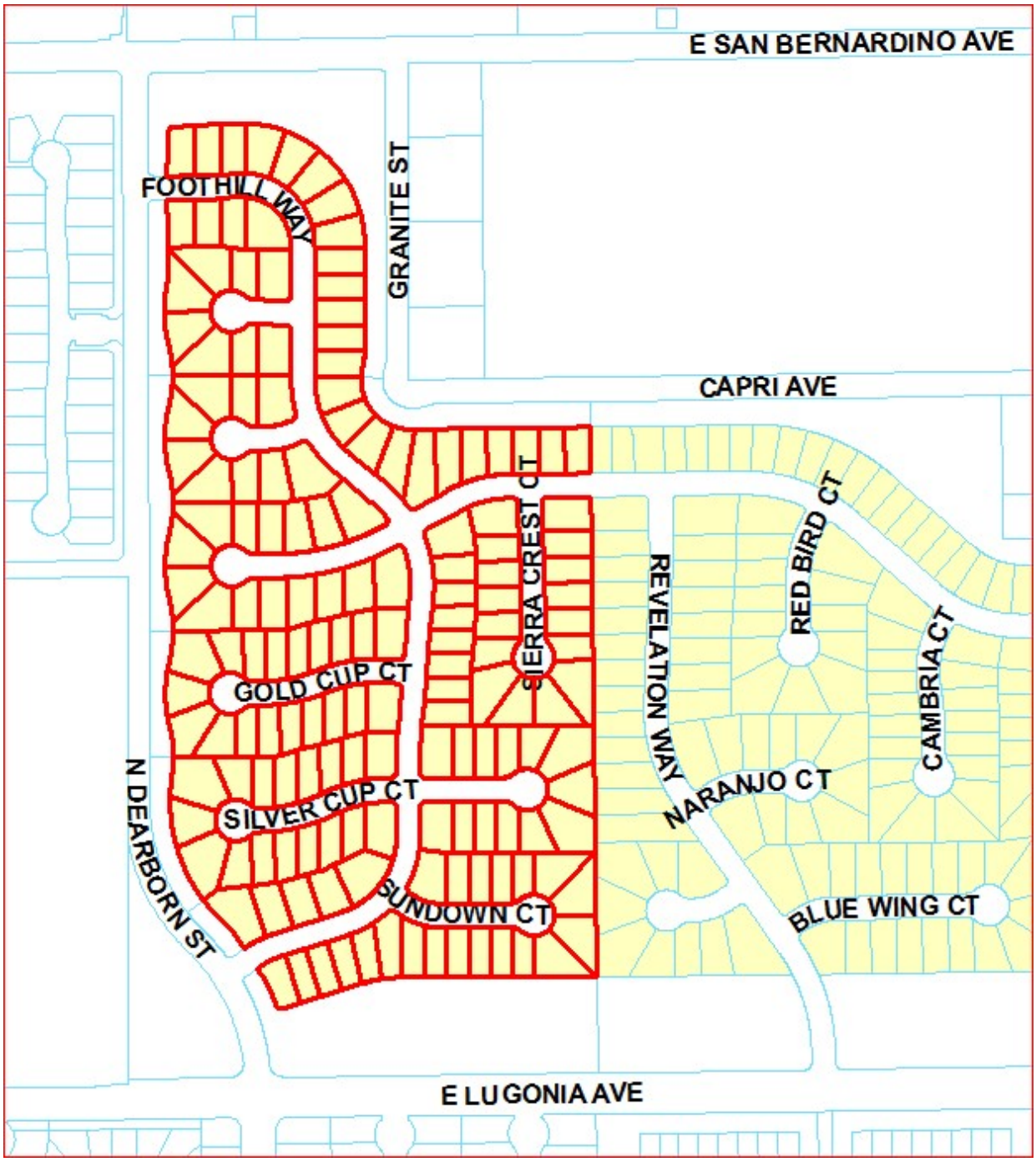
APN 174-631-01 thru -09, -11 thru -35
APN 174-631-37 thru -58
APN 0174-631-63, -64

Annexation S10-B



Tract 15832

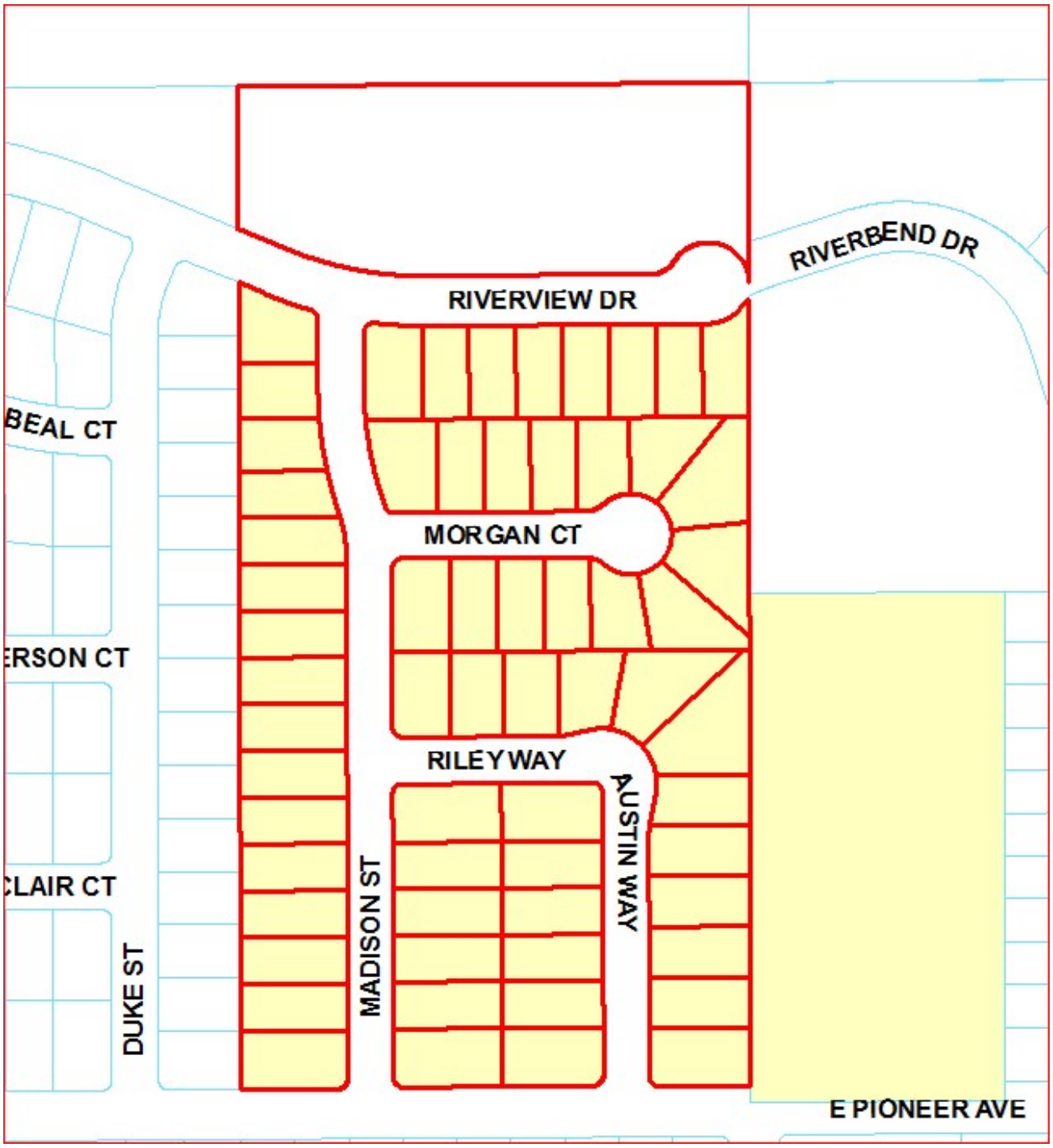
Annexation S10-C



Tract 15937

APN 0168-731-01 thru -25
APN 0168-741-01 thru -78
APN 0168-751-01 thru -56

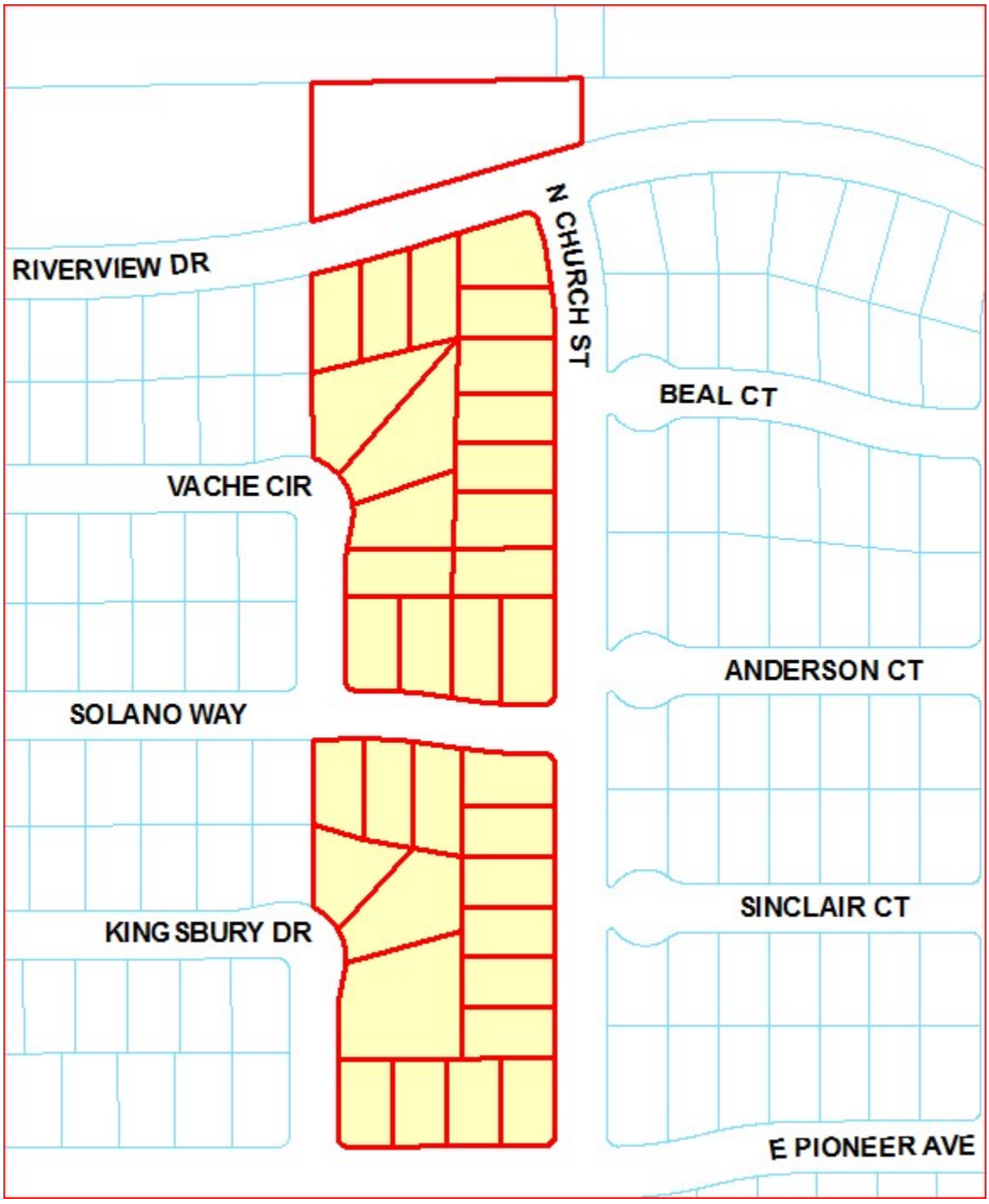
Annexation S10-D



Tract 16015

APN 168-761-01 thru 168-761-62

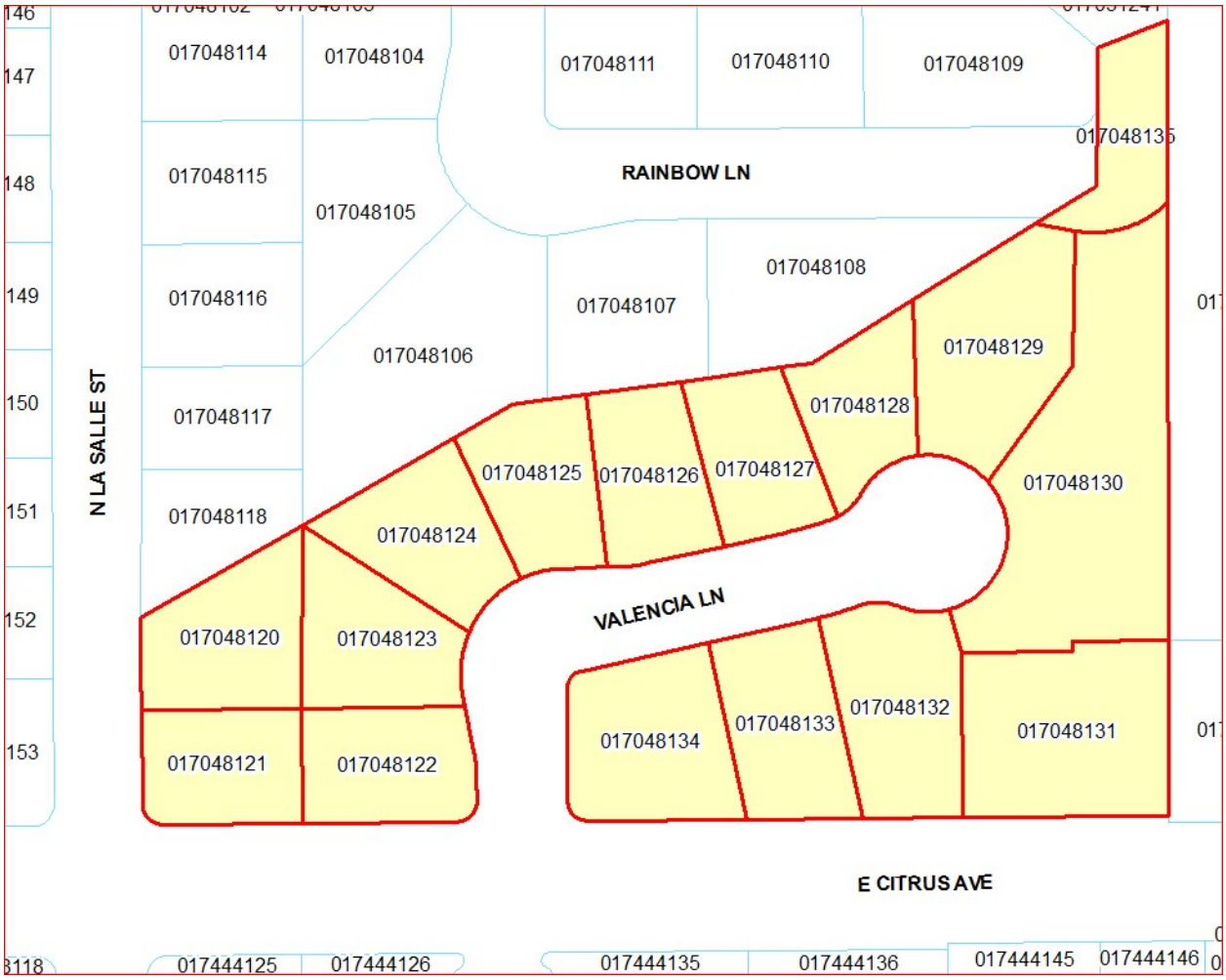
Annexation S10-E



Tract 16029

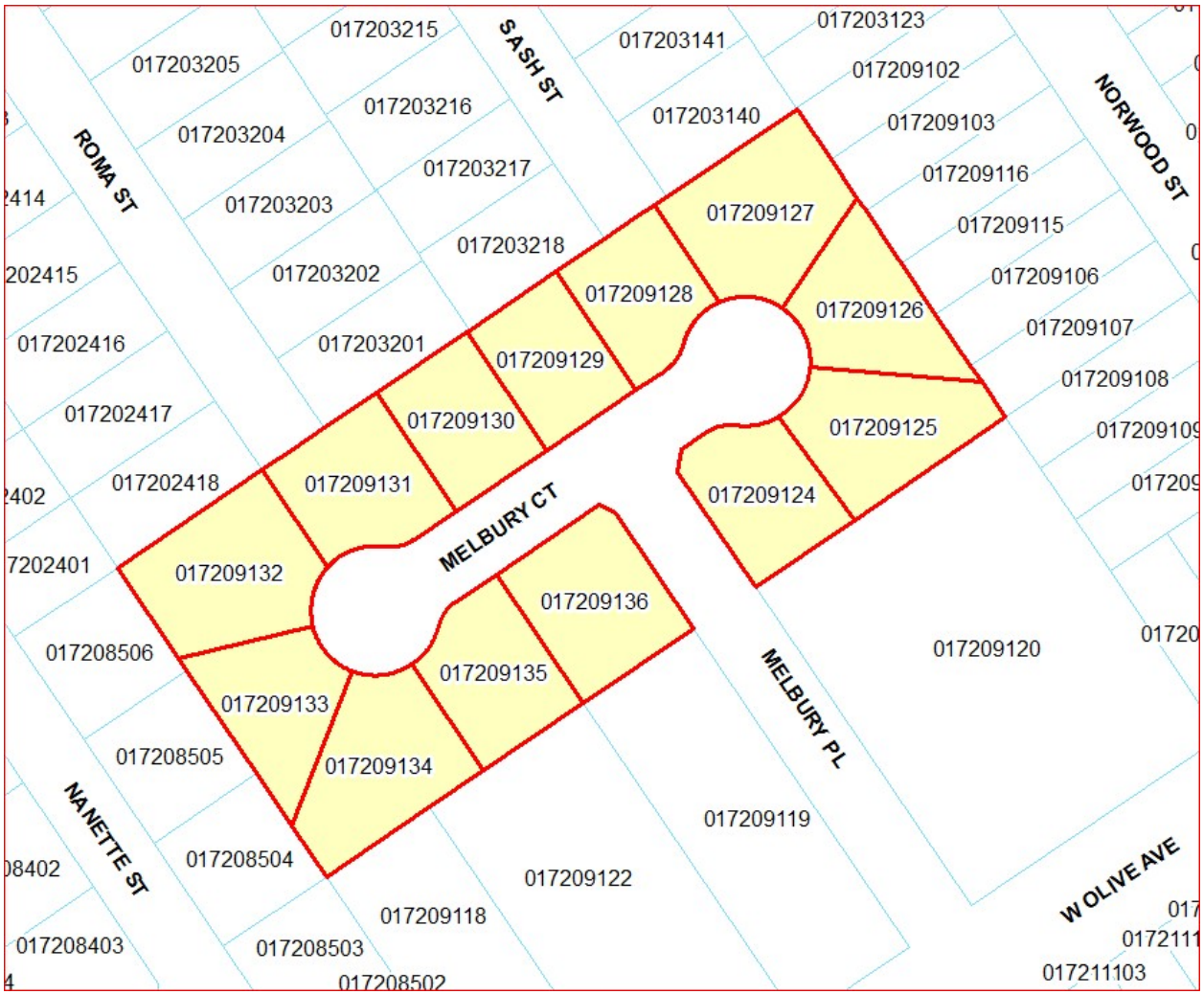
APN 167-081-13 thru 167-081-45

Annexation S10-F



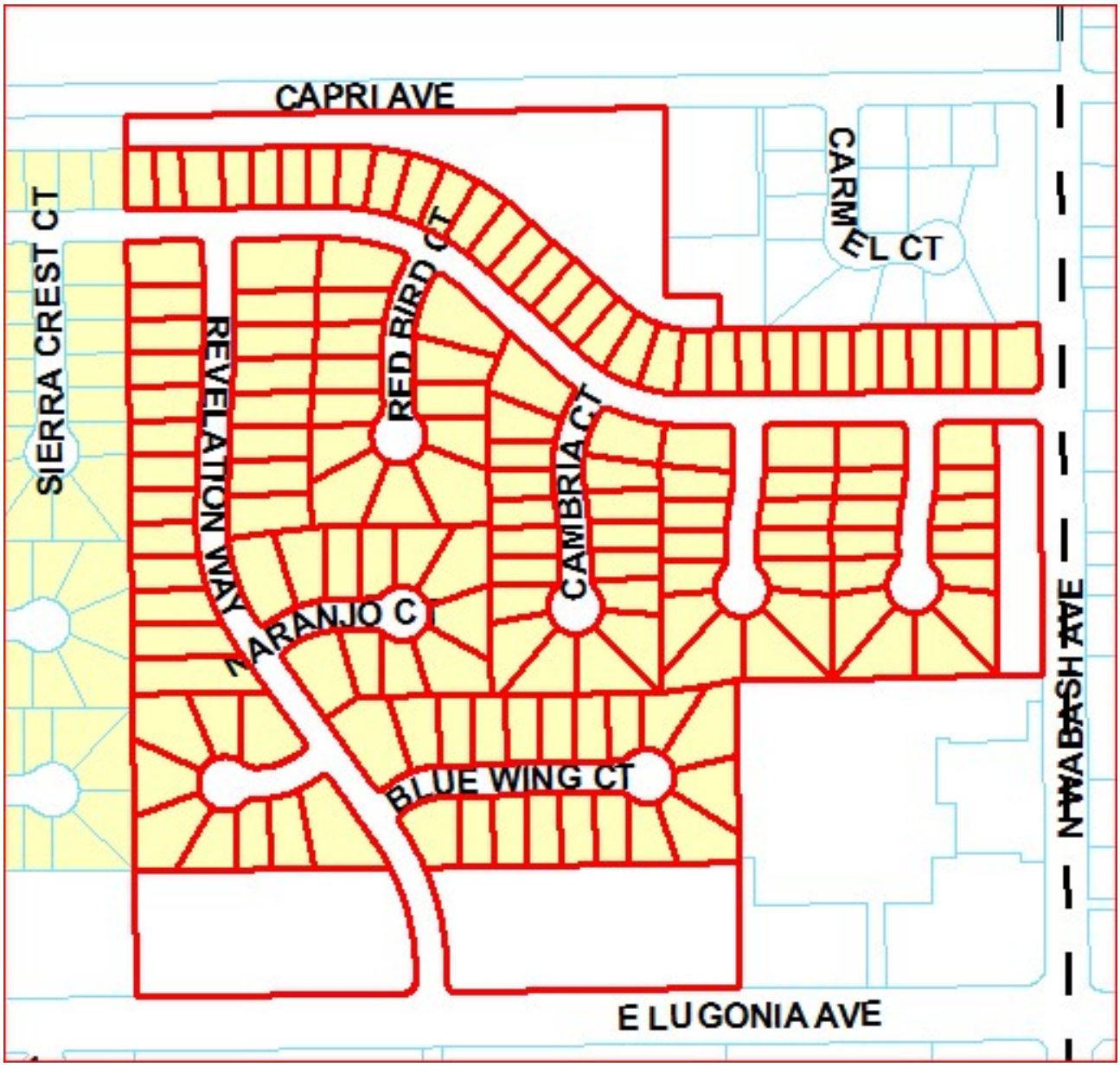
Tract 16032

Annexation S10-G



Tract 16082

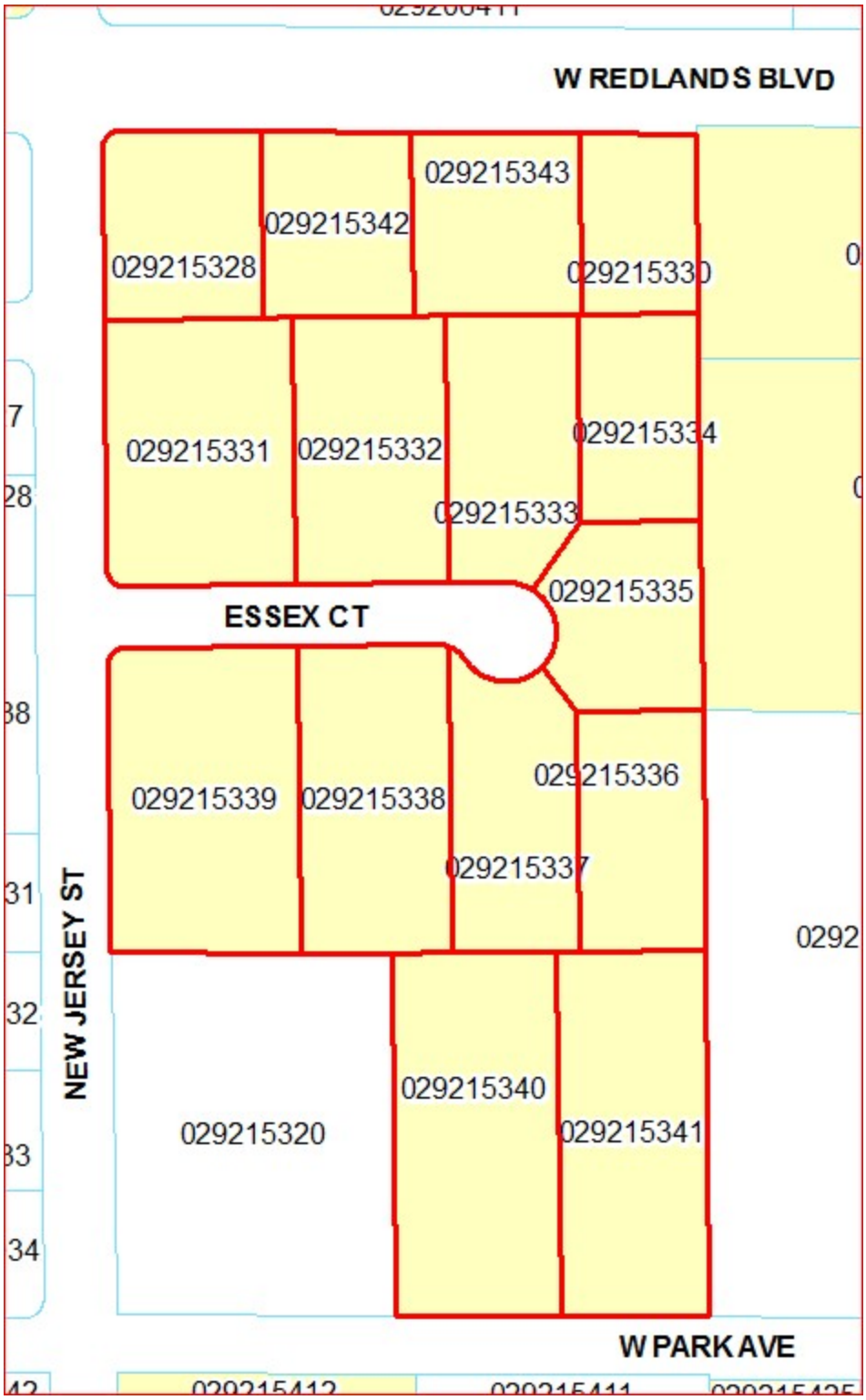
Annexation S10-H



Tract 16101

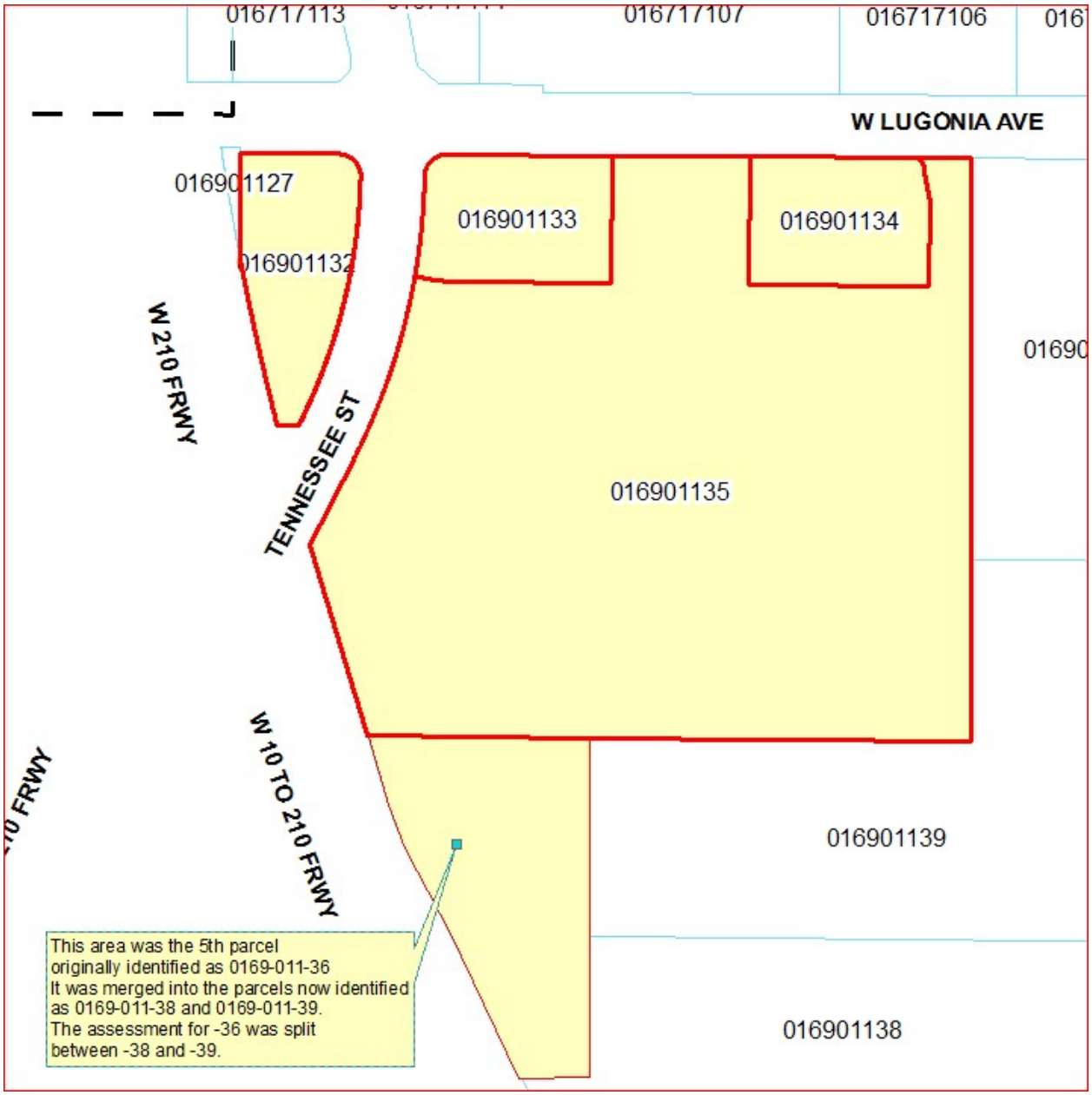
APN 168-771-01 thru -50
APN 168-761-01 thru -34
APN 168-791-01 thru -28
APN 168-801-01 thru -38

Annexation S10-I



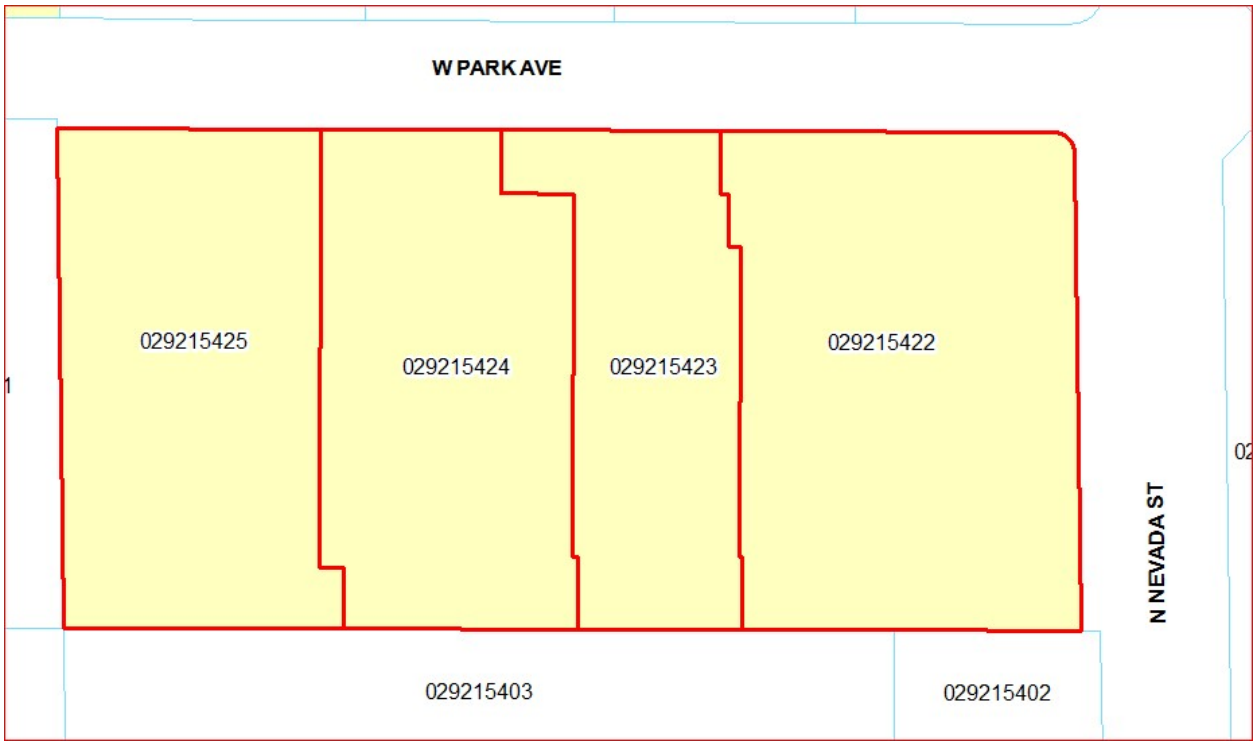
Parcel Map 15530 and Parcel Map 15617

Annexation S10-J



Parcel Map 15492

Annexation S10-K

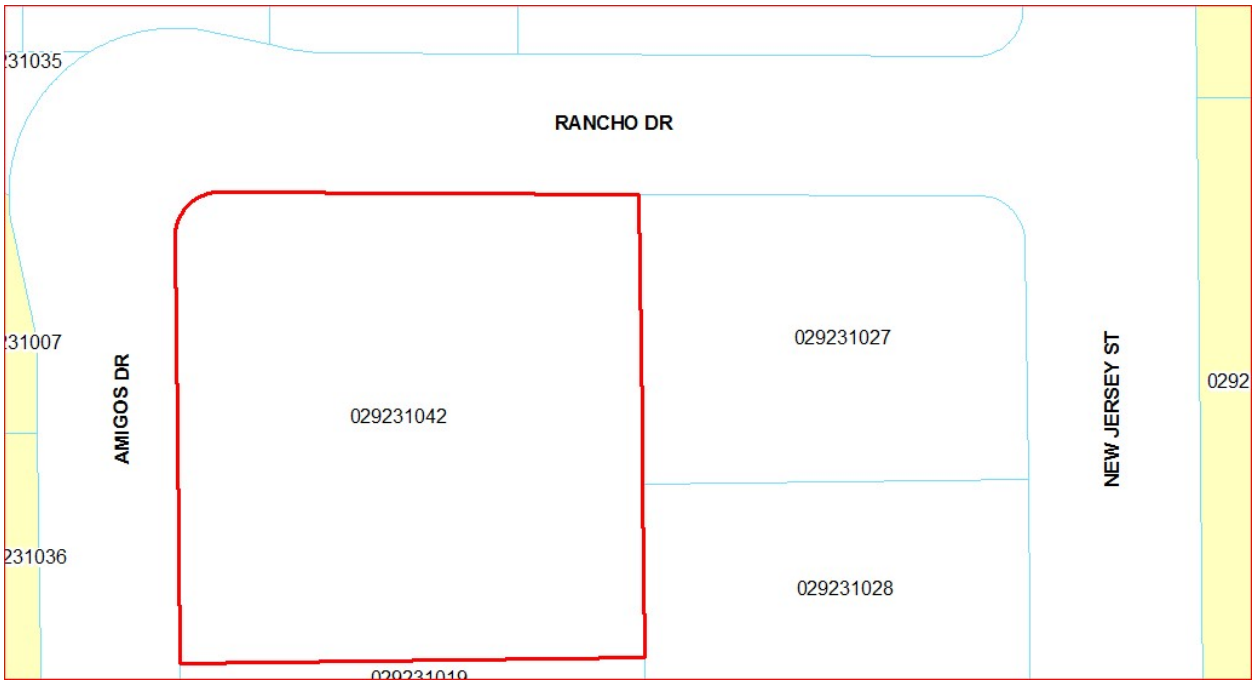


CRA 720

Annexation S10-L

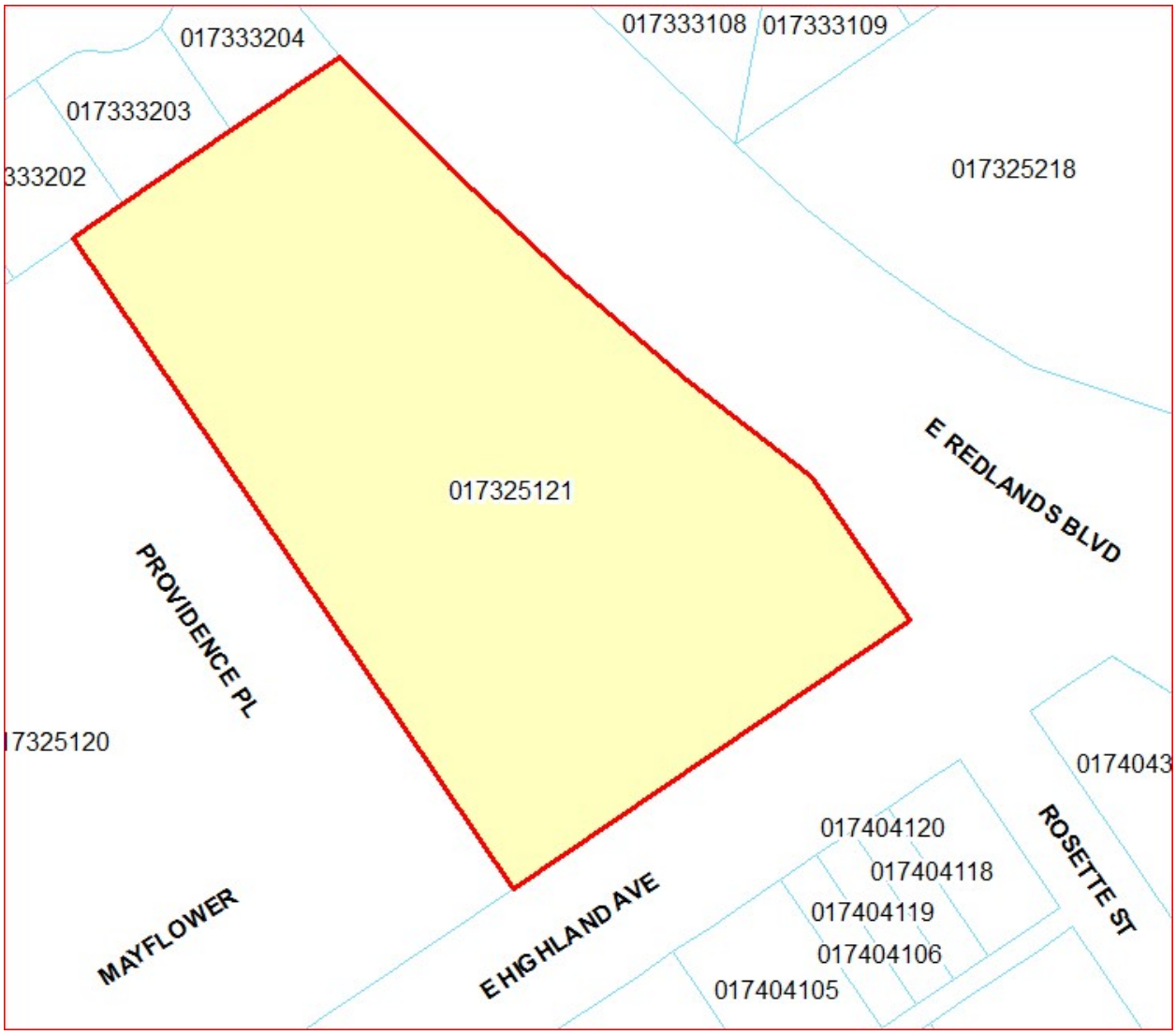
There is no Annexation S10-L

Annexation S10-M



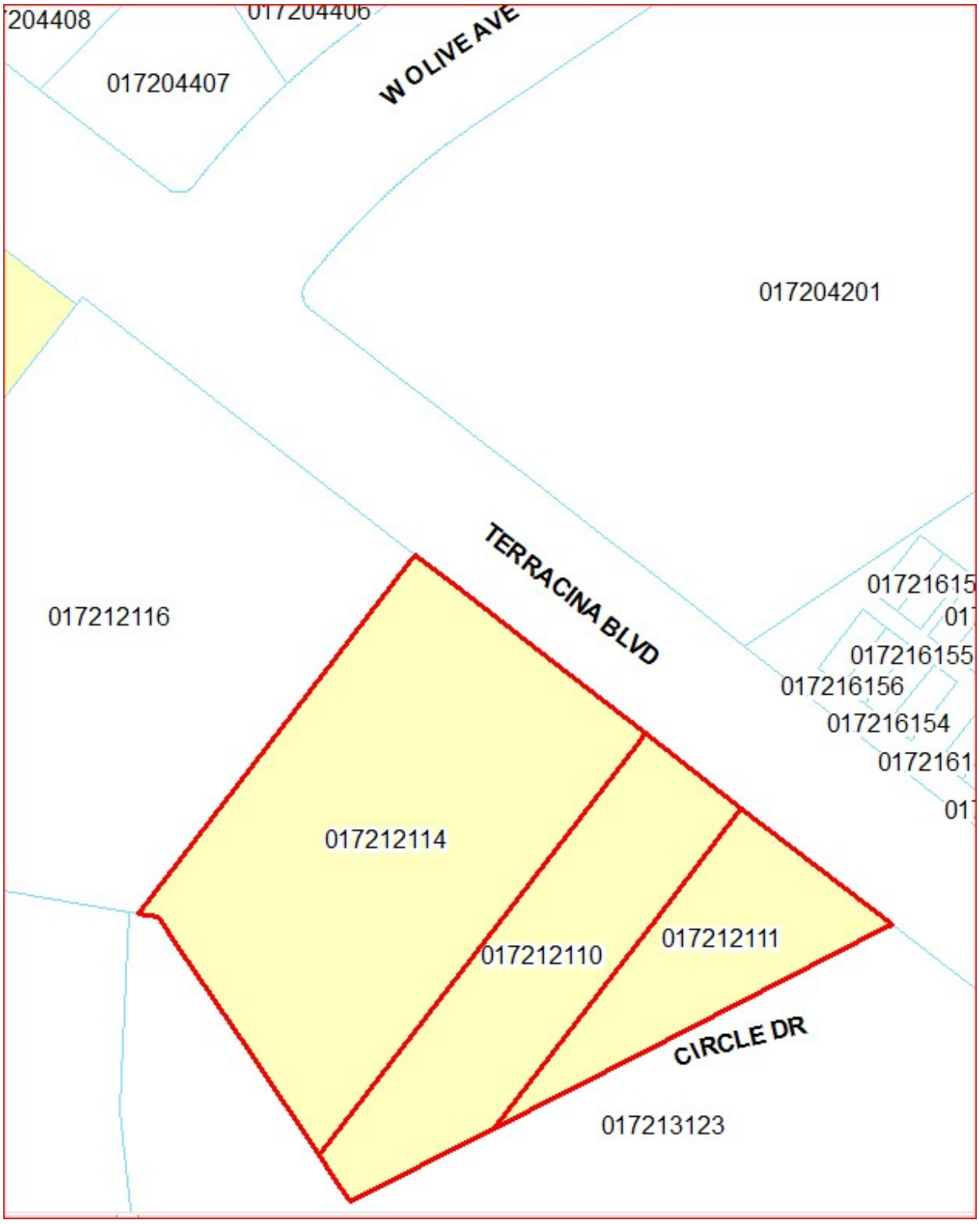
CRA 679

Annexation S10-N



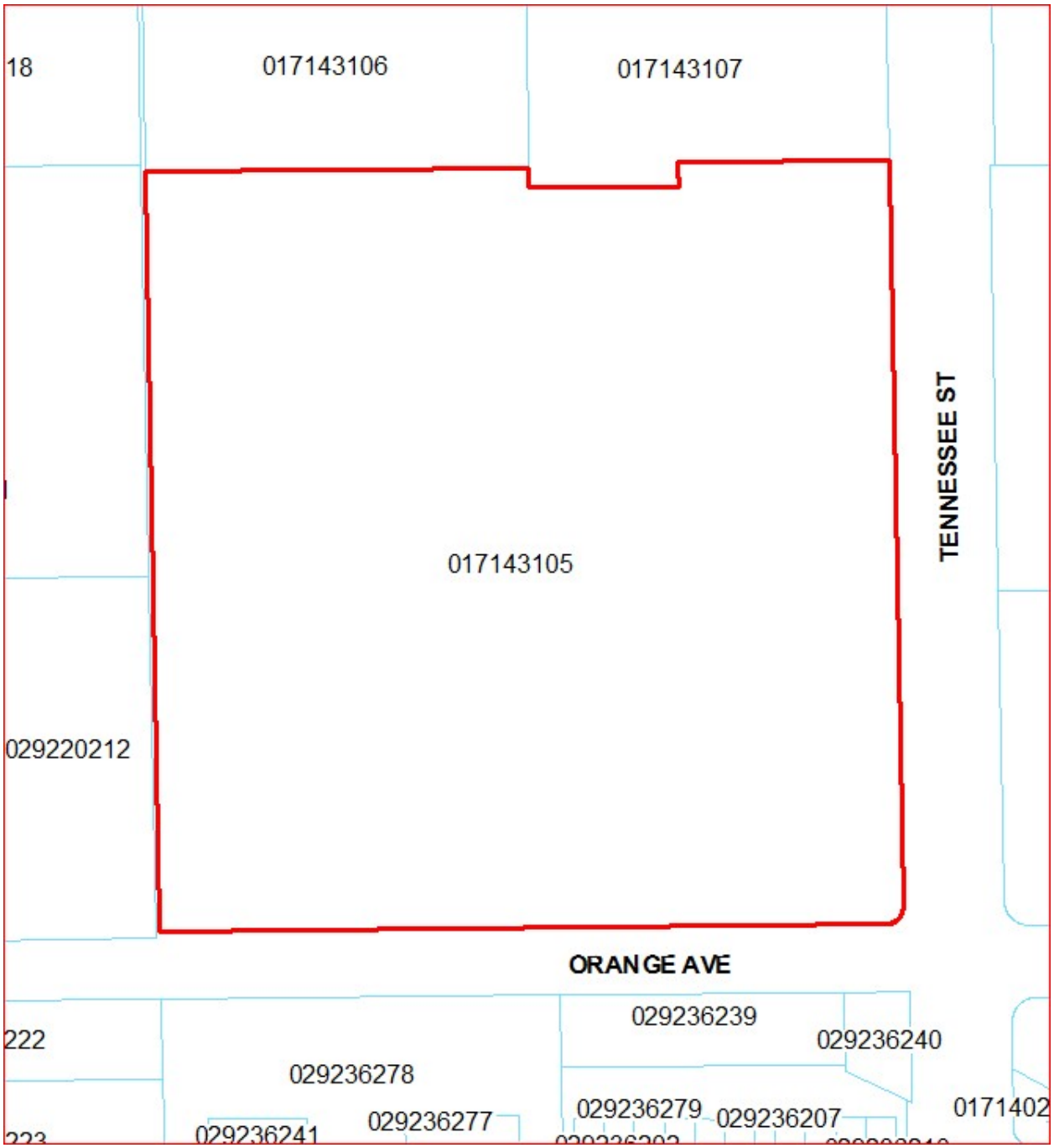
CUP 35, Rev. 2

Annexation S10-O



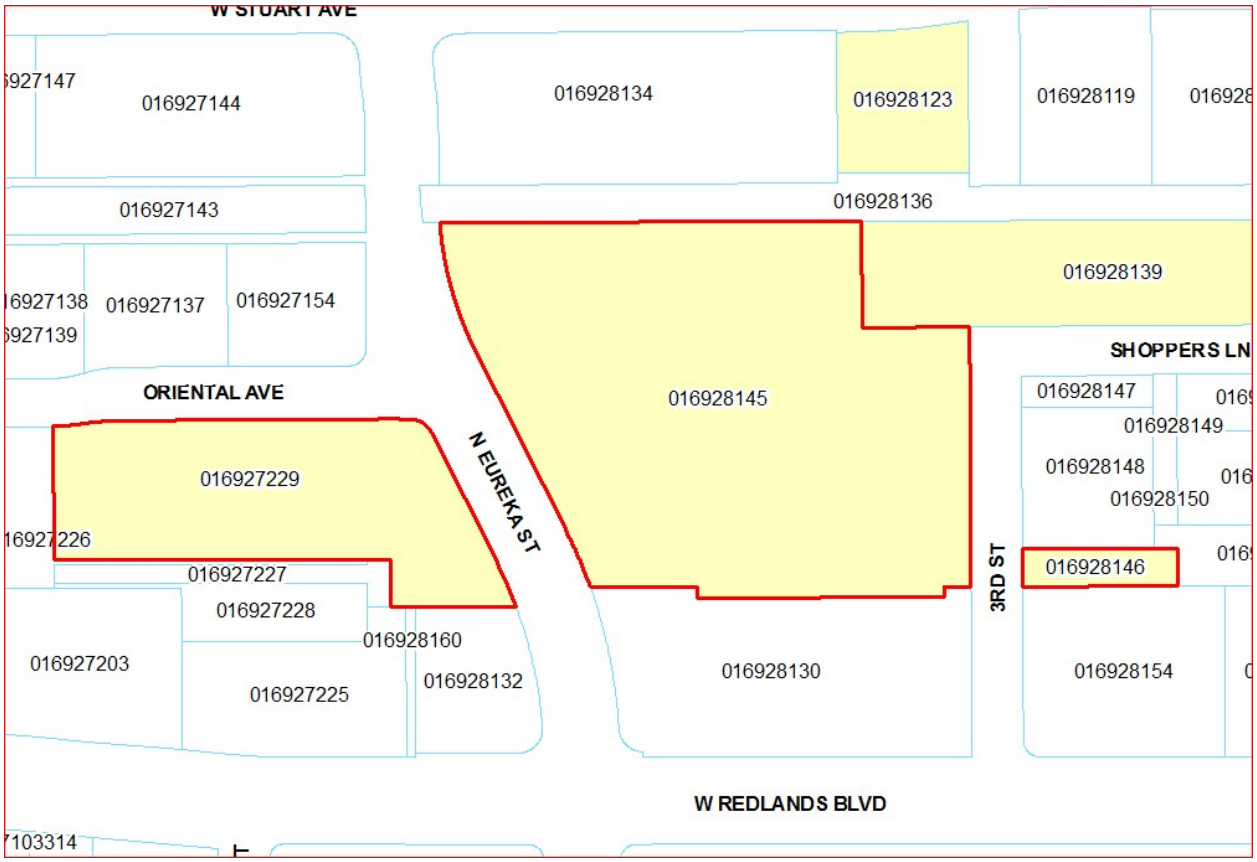
CUP 355, Rev 8

Annexation S10-P



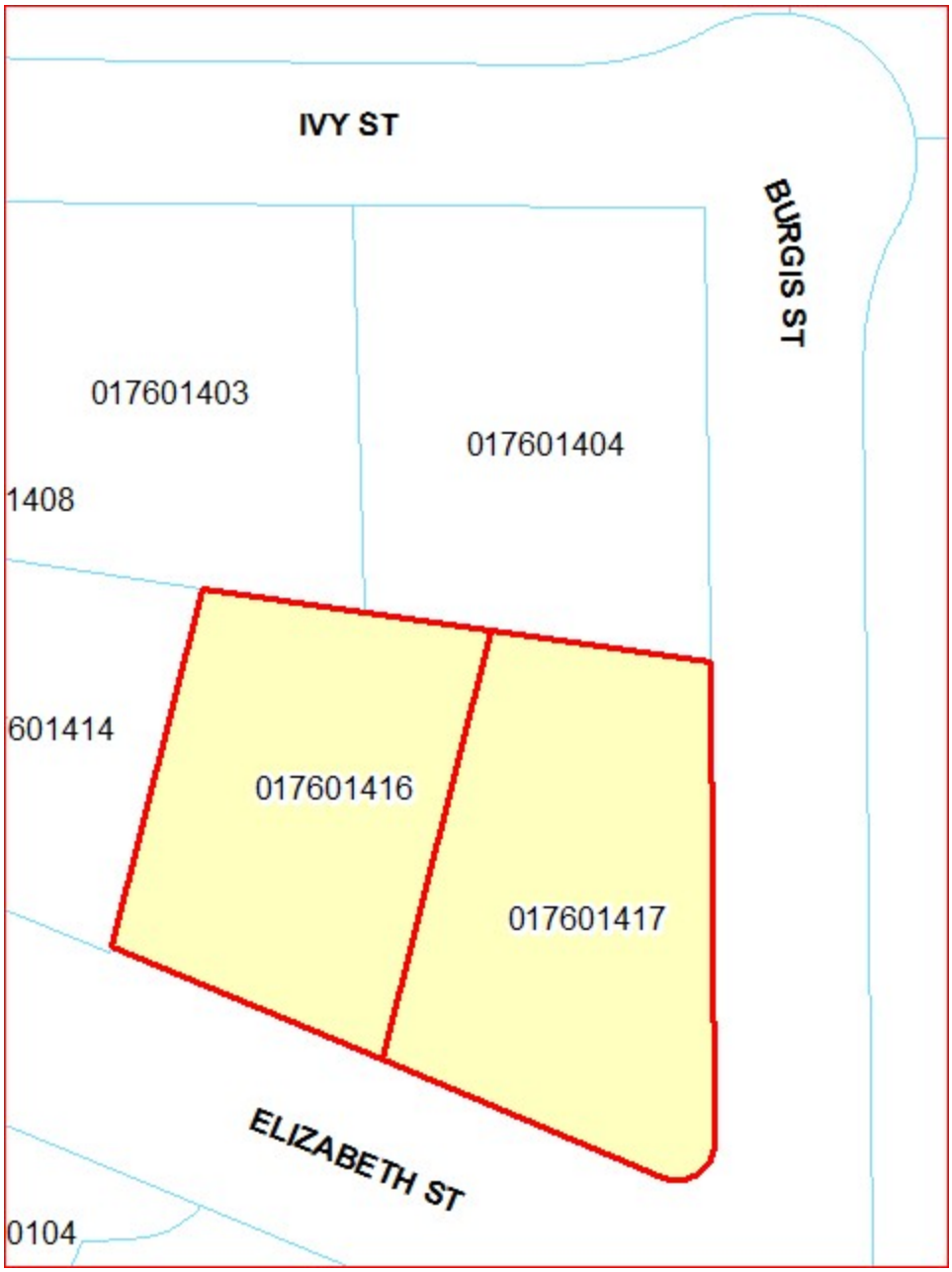
CUP 543

Annexation S10-Q



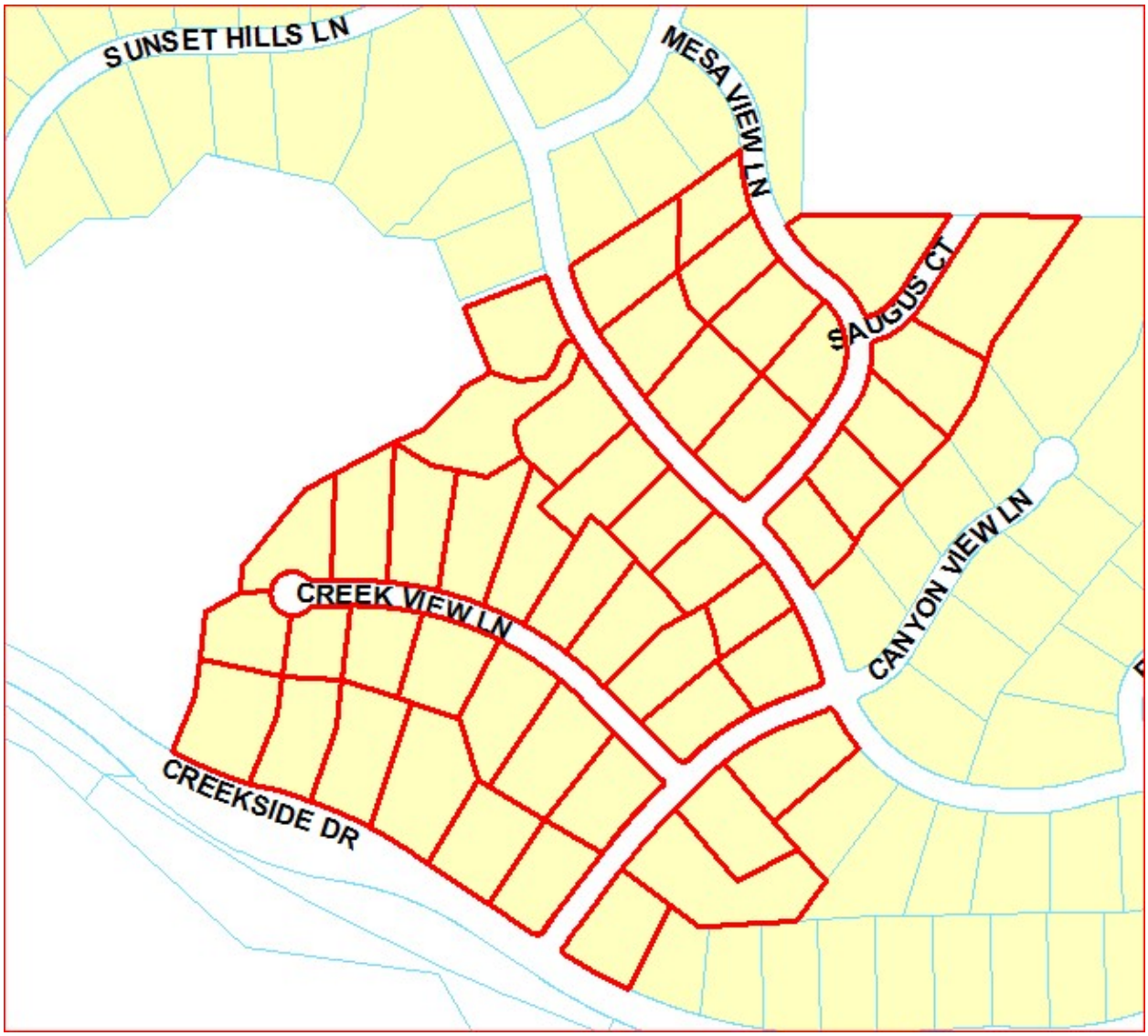
MS 234, Parcel Map 14891

Annexation S10-R



MS 251, Parcel Map 15414

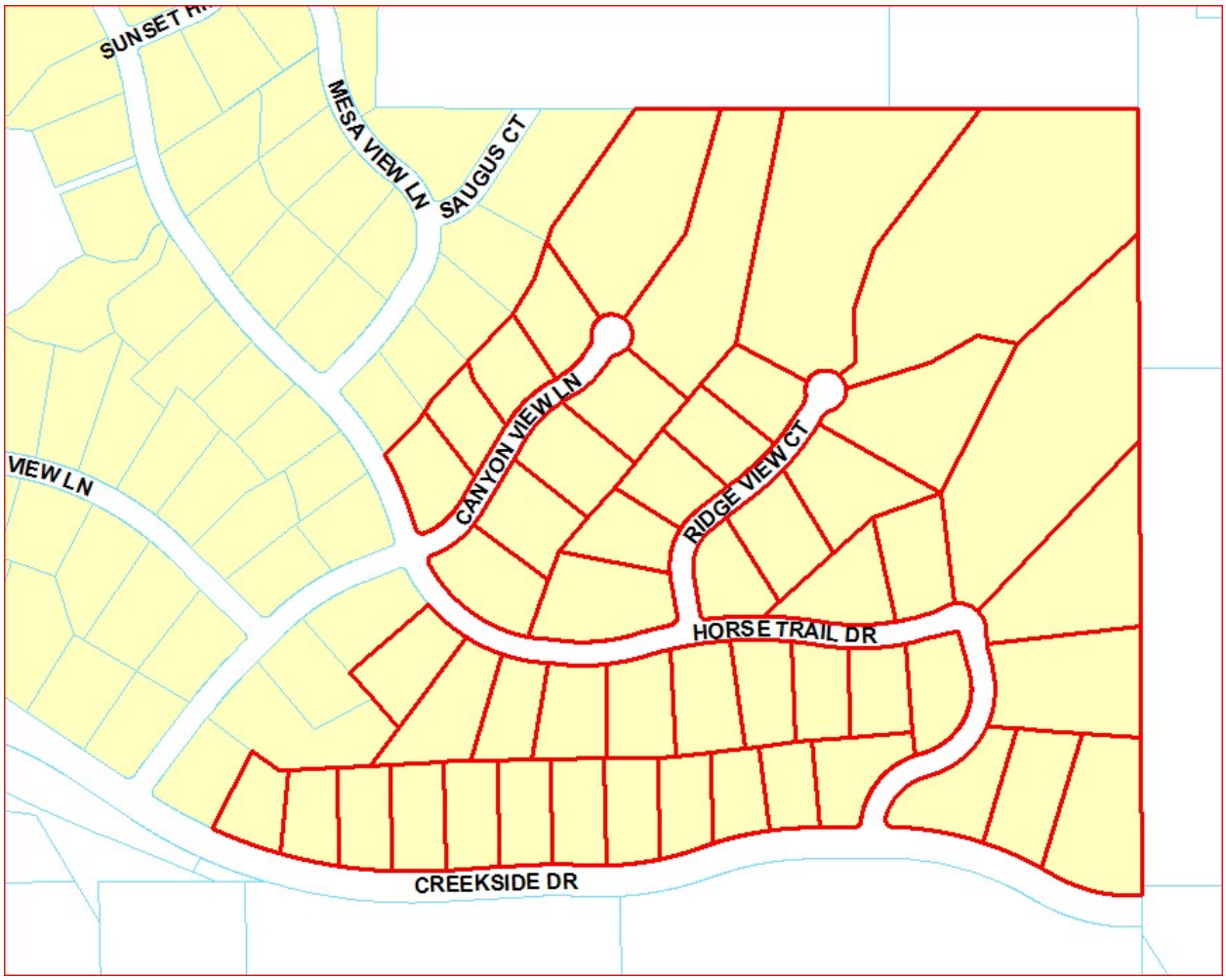
Annexation S10-S



Tract 14790-2

APN 0294-181-02 thru -15
APN 0294-191-01 thru -04, -06 thru -12, -16 thru -20
APN 0294-201-09, -11, -13, -15, -19, -21, -27, -28
APN 0294-211-02 thru -04, -06 thru -10, -12, -13

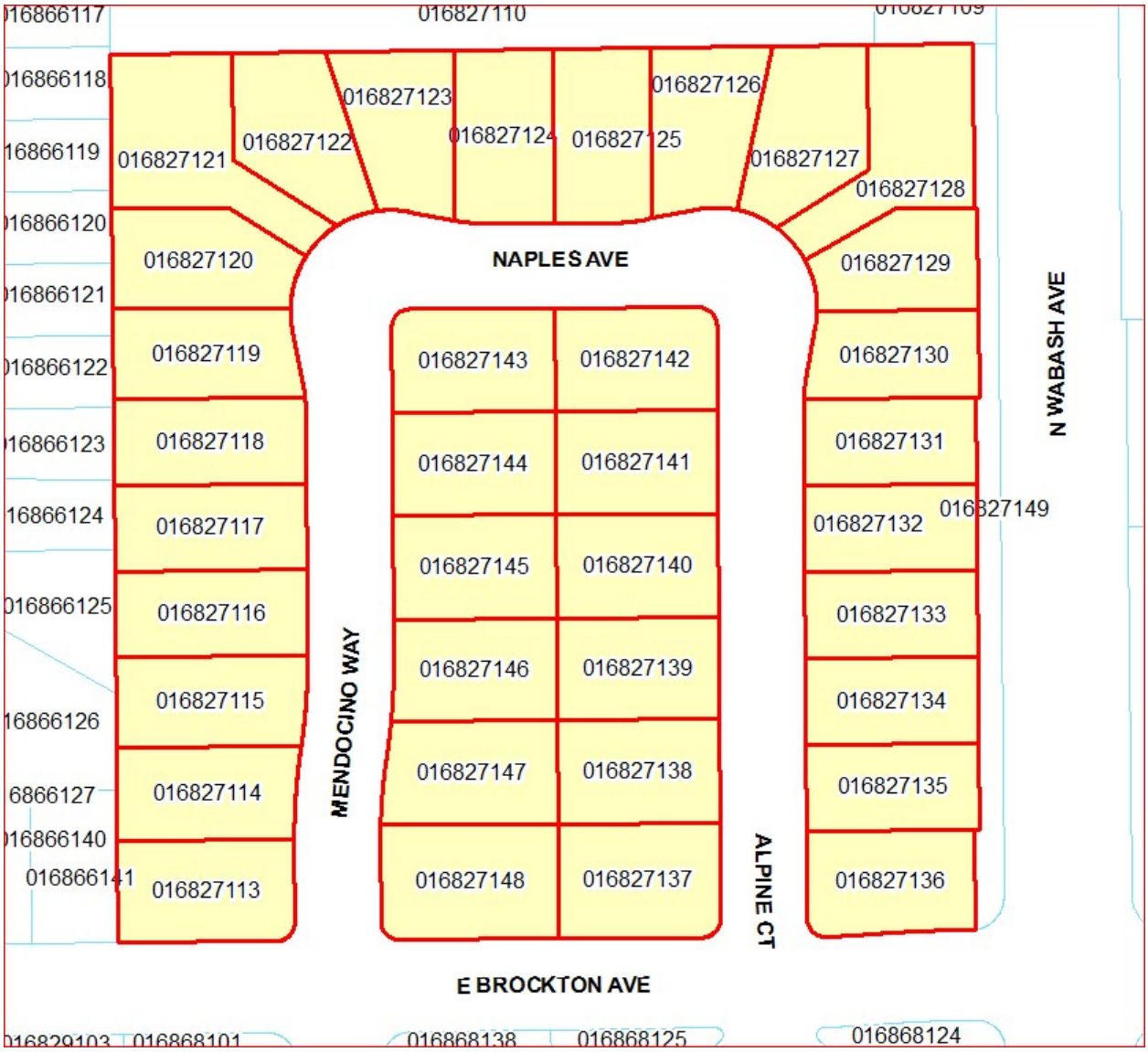
Annexation S10-T



Tract 14790-3

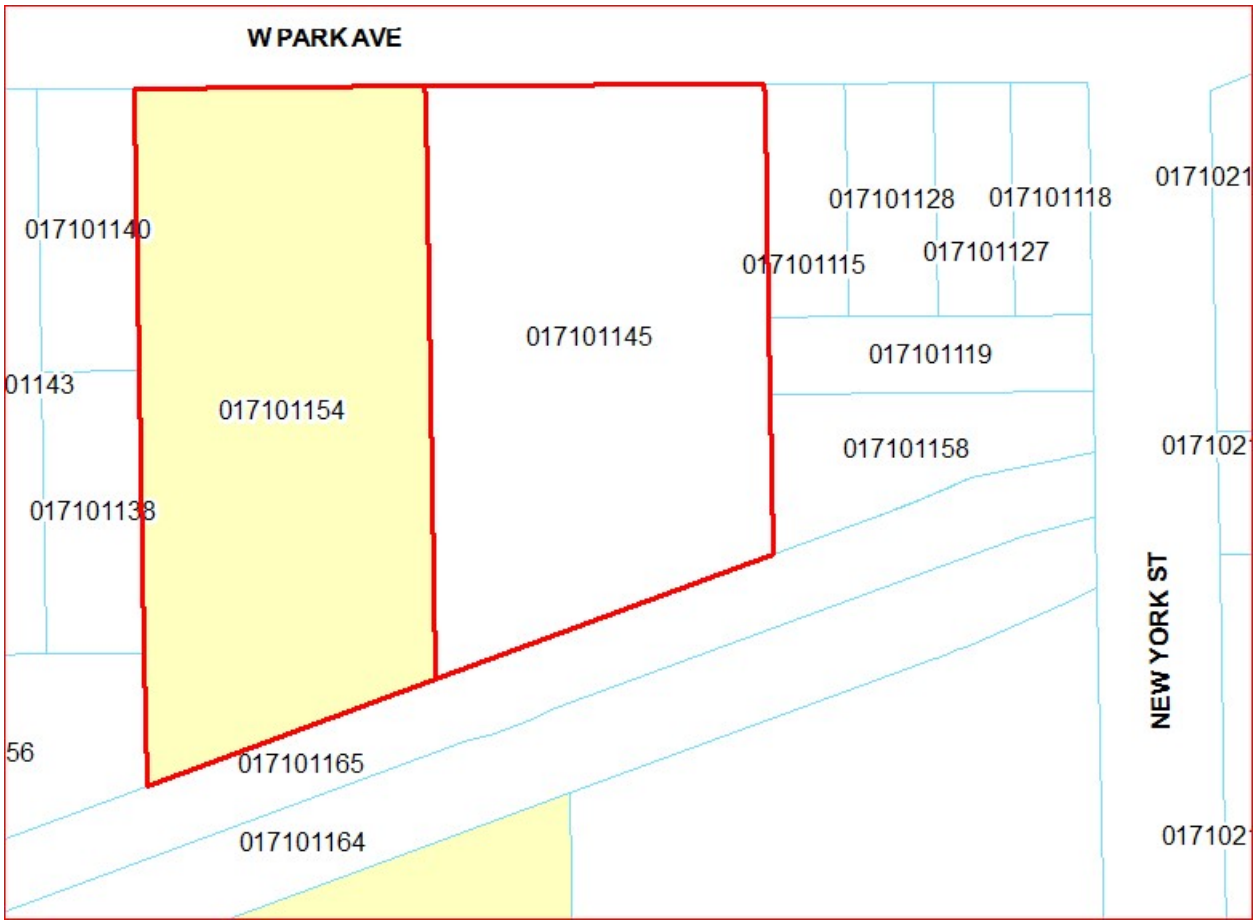
APN 0294-222-01 thru -12
APN 0294-232-01 thru -07
APN 0294-242-01 thru -06
APN 0294-252-01 thru -13
APN 0294-262-01 thru -13

Annexation S10-U



Tract 15532

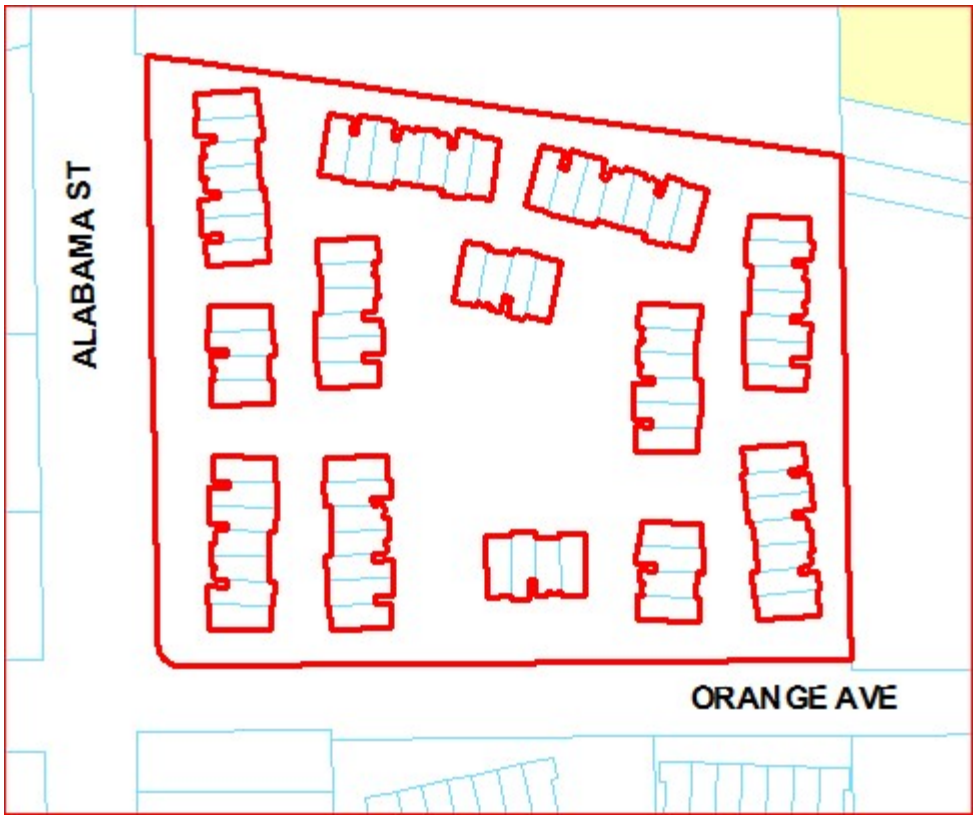
Annexation S10-V



CUP 652

APN 0171-011-54 was the original Annexation 10-V. That parcel was merged with the parcel immediately to the east (APN 0171-011-45). The new parcel was assigned APN 0171-011-67.

Annexation S10-W



MS 240

Original APN 0292-201-22 has been subdivided into a condo complex.

There is no assessment for Annexation S10-W

APPENDIX C

RESOLUTIONS

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CITY OF REDLANDS
STREET LIGHT DISTRICT NO. 1

APPENDIX C – RESOLUTIONS

Resolution No 8294 – Institute proceedings and appointment of engineer

Resolution No 8295 – Preliminary approval of engineer's report

Resolution No 8296 – Declaring intention to levy assessments

Resolution No 8298 – Confirming a diagram and assessments

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RESOLUTION NO. 8294

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS INSTITUTING PROCEEDINGS FOR THE CONTINUED LEVY OF ASSESSMENTS, APPOINTING AN ASSESSMENT ENGINEER, AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN THE MATTER OF STREET LIGHTING DISTRICT NO. 1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1

WHEREAS, the City Council of the City of Redlands (this "City Council") has determined that the public interest, convenience and necessity requires the installation, operation and maintenance of a street lighting system and other facilities as set forth in Section 22525 of the California Streets and Highways Code; and

WHEREAS, it has been determined by the City Council of the City of Redlands (this "City Council"), that the public interest, convenience and necessity requires the maintenance of landscaping as set forth in Section 22525 of the California Streets and Highways Code; and

WHEREAS, this City Council has formed Redlands' Street Lighting District No. 1 to pay the costs associated with the installation, operation and maintenance of such street lighting system and other facilities; and

WHEREAS, this City Council has formed Redlands' Landscape Maintenance District No. 1 to pay the costs for the maintenance such landscaping; and

WHEREAS, it is the desire of this City Council to initiate proceedings and order the preparation of an engineer's report to levy assessments for fiscal year 2022-2023 upon properties located within Street Lighting District No. 1 and Landscape Maintenance District No. 1; and

WHEREAS, this City Council further desires to appoint Redlands' Engineering Manager, Goutam Dobey, RCE No. 75646, as the "Assessment Engineer" for Street Lighting District No. 1 and Landscape Maintenance District No. 1;

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

Section 1. That the public interest, convenience and necessity requires the continued levy of assessments within Street Lighting District No. 1 for the purpose of installing, operating and maintaining street lights and associated facilities as authorized by Section 22620 of the California Streets and Highways Code and in compliance with Article XIIID, and Section 19 of Article XVI, of the California Constitution.

Section 2. That the public interest, convenience and necessity requires the continued levy of assessments within Landscape Maintenance District No. 1 for the purpose of maintaining landscaping and improvements as authorized by Section 22620 of the California Streets and

Highways Code and in compliance with the requirements of Article XIIID and Section 19 of Article XVI of the California Constitution.

Section 3. That the properties to be assessed for the installation, operation and maintenance of the street lighting facilities shall be those properties located within the boundaries of Street Lighting District No. 1.

Section 4. That the properties to be assessed for the maintenance and operation of the landscaping and improvements shall be those properties located within the boundaries of Landscape Maintenance District No. 1.

Section 5. That the proceedings for the continued levy of assessments within Street Lighting District No. 1 and Landscape Maintenance District No. 1 shall be conducted in accordance the with provisions of Division 15 of the California Streets and Highways Code (the Landscaping and Lighting Act of 1972) and in compliance with the requirements of Article XIIID, and Section 19 of Article XVI, of the California Constitution.

Section 6. That Redlands' Engineering Manager, Goutam Dobey, RCE No. 75646, having an office located at 35 Cajon Street, Suite 15A, Redlands, California, is hereby appointed "Assessment Engineer" and shall have the authority conferred upon the Assessment Engineer by the Landscaping and Lighting Act of 1972.

Section 7. That the Assessment Engineer is hereby ordered to prepare a report in accordance with the Landscaping and Lighting Act of 1972.

ADOPTED, SIGNED AND APPROVED this 3rd day of May, 2022.

_____

Paul T. Barich, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof, held on the 3rd day of May, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

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RESOLUTION NO. 8295

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS GIVING PRELIMINARY APPROVAL OF THE ENGINEER'S REPORTS FOR FISCAL YEAR 2022-2023 FOR STREET LIGHTING DISTRICT NO. 1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1

WHEREAS, the City Council of the City of Redlands (the "City Council") has heretofore determined that the public interest, convenience and necessity require the maintenance and operation of street lighting and appurtenant facilities, as set forth in Section 22525 of the Streets and Highways Code, within the incorporated boundaries of the City of Redlands; and

WHEREAS, the City Council has heretofore determined that the public interest, convenience and necessity require the maintenance of landscape and irrigation facilities set forth in Section 22525 of the Streets and Highways Code, State of California, within the incorporated boundaries of the City of Redlands; and

WHEREAS, Goutam Dobey, City of Redlands' Engineering Manager, 35 Cajon Street, Suite 15A, Redlands, California, has been appointed "Assessment Engineer" with all provisions of Part 2 of Division 15 of the Streets and Highways Code applicable to the Engineer being applied to the "Assessment Engineer;" and

WHEREAS, Sections 22622 and 22623 of the Streets and Highways Code require that an Engineer's Report be prepared and filed annually, specifying the assessments to be levied against the benefitting properties within the City's Street Lighting District No. 1 and Landscape Maintenance District No. 1; and

WHEREAS, the City of Redlands Engineering Manager, as the Assessment Engineer, has prepared and filed with the City Clerk reports in writing as required by the Landscaping and Lighting Act of 1972 and in compliance with Article XIIID of the California Constitution; and

WHEREAS, the City Council has duly considered said reports and each and every part thereof; and finds that each and every part of said reports is sufficient, and that no part of said reports requires modification in any respect;

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

Section 1. That the Engineer's estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said reports be, and each of them are hereby, preliminarily approved and confirmed.

Section 2. That the diagram showing the Street Lighting District No. 1 and Landscape Maintenance District No. 1 referred to and described in said reports, and the boundaries of the lots and parcels of land within such assessment district as the same existed at the time of passage of this resolution, are hereby preliminarily approved and confirmed.

Section 3. That the proposed assessment upon the properties in Street Lighting District No. 1 and Landscape Maintenance District No. 1, in proportion to the estimated benefit to be received by such properties, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 4. That said reports shall stand as the Engineer's Report for the purposes of all subsequent proceedings for Street Lighting District No. 1 and Landscape Maintenance District No. 1.

APPROVED AND ADOPTED this 7th day of June, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 7th day of June, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____

Jeanne Donaldson, City Clerk

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RESOLUTION NO. 8296

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN REDLANDS' STREET LIGHTING ASSESSMENT DISTRICT NO. 1 AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2021-2022 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, AND ESTABLISHING A TIME AND PLACE FOR PUBLIC HEARINGS FOR THE TWO DISTRICTS TO CONSIDER PROTESTS

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 (1) finds that the public interest and convenience requires, and (2) declares its intention to levy and collect, assessments against the lots and parcels of property within an existing assessment districts designated "Redlands' Street Lighting Assessment District No. 1 and Landscape Assessment District No. 1" (the "Districts") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act") for fiscal year 2022-2023, commencing July 1, 2022, and ending June 30, 2023, to pay for the costs and expenses of the improvements described in Section 3 hereof.

Section 2. Reference is hereby made to a map on file in the office of the City Clerk and open for public inspection for a description of the exterior boundaries of the Districts.

Section 3. The proposed improvements are briefly described as follows: The operation, maintenance and servicing of public within the District, including the operation, maintenance and servicing of public lighting facilities and landscaping, including safety lighting, traffic signals, trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, located along public roadways, streets and rights-of-way within the boundaries of the Districts. "Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the public lighting and landscaping facilities, and appurtenant facilities, including repair, removal or replacement of all or part of any of the public lighting and landscaping facilities, or appurtenant facilities. "Servicing" means the maintenance of any of the public lighting and landscaping facilities or appurtenant facilities, including the furnishing of electric current, energy or gas for the operation of any of the lighting facilities and the furnishing of water for the irrigation of any of the landscaping facilities.

Section 4. The assessments to be levied and collected against the assessable lots and parcels of property within the Districts for fiscal year 2022-2023 are not proposed to increase from the assessments levied and collected for fiscal year 1997-1998.

Section 5. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the Districts shall not be subject to assessment to be made under these proceedings to cover any of the costs and expenses of the improvements.

Section 6. All railroad, gas, water and electric utility rights-of-way are included within the Districts and shall be assessed in accordance with the benefits received from the improvements.

Section 7. Reference is hereby made to the Reports of the Engineer entitled "City of Redlands Street Lighting District No. 1 Engineer's Report for Fiscal Year 2022-2023" and "City of Redlands Landscape Maintenance District No. 1 Engineer's Report for Fiscal Year 2022-2023" on file in the office of the City Clerk for a full and detailed description of the improvements, the boundaries of the District and any zones therein and the proposed assessments upon assessable lots and parcels of land within the District.

Section 8. NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL APPOINTS TUESDAY, THE 21ST DAY OF JUNE, 2022, AT THE HOUR OF 6:00 P.M., OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS AT CITY HALL, CITY OF REDLANDS, 35 CAJON STREET, SUITE 2, REDLANDS, CALIFORNIA 92373, AS THE TIME AND PLACE FOR TWO PUBLIC HEARINGS TO CONSIDER PROTESTS OR OBJECTIONS TO THE LEVY OF THE PROPOSED ASSESSMENTS IN CONNECTION WITH THE DISTRICTS. All interested persons shall be afforded the opportunity to hear and be heard. Any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer thereof. The City Council shall consider all oral statements and all written protests made or filed by any interested person.

Section 9. The City Clerk is hereby authorized and directed to give notice of such hearing in accordance with law.

Section 10. The City Council hereby determines and declares that the proposed assessments constitute a continuation of assessments existing on the effective date of Article XIIID, that the assessments are imposed exclusively to finance the maintenance and operation expenses for streets and that the assessments are exempt from the requirements of Article XIIID, Section 4 of the California Constitution.

Section 11. The City Council hereby designates Goutam Dobey, Engineering Manager, telephone number (909) 798-7584 x2, to answer inquiries regarding the hearing, protest proceedings and procedural or technical matters.

ADOPTED, SIGNED AND APPROVED this 7th day of June, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certifies that the foregoing resolution was duly adopted by the City Council, at a regular meeting thereof, held on the 7th day of June, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

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RESOLUTION NO. 8298

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS CONFIRMING A DIAGRAM AND ASSESSMENT FOR THE 2022-2023 FISCAL YEAR IN CONNECTION WITH STREET LIGHTING MAINTENANCE DISTRCT NO. 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

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

Section 1. Pursuant to its adoption of a prior resolution, the City Council of the City of Redlands initiated proceedings and declared its intention to levy an assessment against the assessable lots and parcels of property within an existing assessment district designated "Street Lighting Maintenance District No. 1" (the "District") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") for the fiscal year commencing July 1, 2022, and ending June 30, 2023, and ordered the Engineering Manager, Goutam Dobey, to prepare and file a written report in accordance with Article 4 of Chapter 1 of the Act. This City Council, also by adoption of a prior resolution, approved such Engineer's Report.

Section 2. Following notice duly given in accordance with law, the City Council has held a full and fair public hearing regarding the Engineer's Report and the levy and collection of the proposed assessment within the District for fiscal year 2022-2023 to pay for the costs and expenses of the improvements described in the Engineer's Report pursuant to the terms and provisions of the Act. All interested persons were afforded the opportunity to hear, and be heard regarding, protests and objections to the levy and collection of the proposed assessment against lots or parcels of property within the District. The City Council considered all oral and written statements, protests and communications made or filed by interested persons.

Section 3. Based upon its review of the Engineer's Report and other reports and information, this City Council hereby finds and determines that (i) land within the District will be benefited by the improvements described in the Engineers Report (ii) the District includes all of the lands so benefited, and (iii) the net amount to be assessed upon the lands within the District for the 2022-2023 fiscal year in accordance with the Engineer's Report is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements. Any and all oral and written protests and objections are hereby overruled by the City Council.

Section 4. The City Council declares that the diagram and assessment in the Engineer's Report are hereby confirmed as filed.

Section 5. The City Council hereby orders the improvements described in the Engineer's Report to be made.

Section 6. The assessment is in compliance with the provisions of the Act and the City Council has complied with all law pertaining to the levy of an annual assessment pursuant to the Act.

Section 7. The assessments to be levied and collected against the assessable lots and parcels of property within the District for fiscal year 2022-2023 are not proposed to increase from the assessment levied and collected for fiscal year 1997-1998.

Section 8. The assessment is levied without regard to property valuation.

Section 9. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the District shall not be subject to assessment to be made under these proceedings to pay for any of the costs and expenses of the improvements.

Section 10. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Engineer's Report for fiscal year 2022-2023.

Section 11. The improvements described in the Engineer's Report shall be performed pursuant to law.

Section 12. The County Auditor of San Bernardino County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 13. The City Treasurer shall deposit all monies representing assessments collected by the County to the credit of a special fund for Street Lighting Maintenance District No. 1.

Section 14. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the fiscal year commencing July 1, 2022, and ending June 30, 2023.

Section 15. The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment, with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 16. A certified copy of the assessment and diagram shall be filed in the City's Municipal Utilities and Engineering Department, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

ADOPTED, SIGNED AND APPROVED this 21st day of June, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certifies that the foregoing resolution was adopted by the City Council, at a regular meeting thereof, held on the 21st day of June, 2022 by the following vote:

AYES:
NOES:
ABSENT
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

APPENDIX D

ASSESSMENT ROLL

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City of Redlands
Street Lighting District No. 1 - Appendix D
Fiscal Year 2022-23
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0167-081-13-0000		Annexation S10-E	Zone 1 & 3	$13.76
0167-081-14-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-15-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-16-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-17-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-18-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-19-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-20-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-21-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-22-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-23-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-24-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-25-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-26-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-27-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-28-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-29-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-30-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-31-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-32-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-33-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-34-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-35-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-36-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-37-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-38-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-39-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-40-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-41-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-42-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-43-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-44-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-45-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-101-13-0000		Annexation S7-E	Zone 1 & 3	198.10
0167-231-19-0000		Annexation S1-D	Zone 3	20.05
0167-231-20-0000		Annexation S1-D	Zone 3	20.05
0167-231-21-0000		Annexation S1-D	Zone 3	20.05
0167-271-61-0000		Annexation S3-D	Zone 3	100.25
0167-851-39-0000		Annexation S5-B	Zone 1	14.05
0167-851-40-0000		Annexation S5-B	Zone 1	14.05
0167-851-41-0000		Annexation S5-B	Zone 1	14.05
0167-851-42-0000		Annexation S5-B	Zone 1	14.05
0167-851-43-0000		Annexation S5-B	Zone 1	14.05
0167-851-44-0000		Annexation S5-B	Zone 1	14.05
0167-851-45-0000		Annexation S5-B	Zone 1	14.05
0167-851-46-0000		Annexation S5-B	Zone 1	14.05
0167-851-47-0000		Annexation S5-B	Zone 1	14.05
0167-851-48-0000		Annexation S5-B	Zone 1	14.05
0167-851-49-0000		Annexation S5-B	Zone 1	14.05
0167-851-50-0000		Annexation S5-B	Zone 1	14.05
0167-851-51-0000		Annexation S5-B	Zone 1	14.05
0167-851-52-0000		Annexation S5-B	Zone 1	14.05
0167-851-53-0000		Annexation S5-B	Zone 1	14.05
0167-851-54-0000		Annexation S5-B	Zone 1	14.05

City of Redlands
Street Lighting District No. 1 - Appendix D
Fiscal Year 2022-23
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0167-851-55-0000		Annexation S5-B	Zone 1	14.05
0167-851-56-0000		Annexation S5-B	Zone 1	14.05
0167-861-37-0000		Annexation S5-B	Zone 1	14.05
0167-861-38-0000		Annexation S5-B	Zone 1	14.05
0167-861-39-0000		Annexation S5-B	Zone 1	14.05
0167-861-40-0000		Annexation S5-B	Zone 1	14.05
0167-861-41-0000		Annexation S5-B	Zone 1	14.05
0167-861-42-0000		Annexation S5-B	Zone 1	14.05
0167-861-43-0000		Annexation S5-B	Zone 1	14.05
0167-861-44-0000		Annexation S5-B	Zone 1	14.05
0167-861-45-0000		Annexation S5-B	Zone 1	14.05
0167-861-46-0000		Annexation S5-B	Zone 1	14.05
0167-861-47-0000		Annexation S5-B	Zone 1	14.05
0167-861-48-0000		Annexation S5-B	Zone 1	14.05
0167-861-49-0000		Annexation S5-B	Zone 1	14.05
0167-861-50-0000		Annexation S5-B	Zone 1	14.05
0167-861-51-0000		Annexation S5-B	Zone 1	14.05
0167-861-52-0000		Annexation S5-B	Zone 1	14.05
0167-861-53-0000		Annexation S5-B	Zone 1	14.05
0167-861-54-0000		Annexation S5-B	Zone 1	14.05
0168-271-13-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-14-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-15-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-16-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-17-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-18-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-19-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-20-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-21-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-22-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-23-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-24-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-25-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-26-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-27-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-28-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-29-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-30-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-31-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-32-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-33-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-34-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-35-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-36-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-37-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-38-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-39-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-40-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-41-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-42-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-43-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-44-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-45-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-46-0000		Annexation S10-U	Zone 1, 3 & 4	14.32

City of Redlands
Street Lighting District No. 1 - Appendix D
Fiscal Year 2022-23
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0168-271-47-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-48-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-731-01-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-02-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-03-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-04-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-05-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-06-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-07-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-08-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-09-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-10-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-11-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-12-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-13-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-14-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-15-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-16-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-17-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-18-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-19-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-20-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-21-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-22-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-23-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-24-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-25-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-01-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-02-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-03-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-04-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-05-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-06-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-07-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-08-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-09-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-10-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-11-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-12-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-13-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-14-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-15-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-16-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-17-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-18-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-19-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-20-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-21-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-22-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-23-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-24-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-25-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-26-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-27-0000		Annexation S10-C	Zone 1, 3 & 4	17.12

City of Redlands
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Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0168-741-28-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-29-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-30-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-31-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-32-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-33-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-34-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-35-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-36-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-37-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-38-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-39-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-40-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-41-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-42-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-43-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-44-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-45-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-46-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-47-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-48-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-49-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-50-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-51-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-52-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-53-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-54-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-55-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-56-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-57-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-58-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-59-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-60-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-61-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-62-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-63-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-64-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-65-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-66-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-67-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-68-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-69-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-70-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-71-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-72-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-73-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-74-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-75-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-76-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-77-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-78-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-01-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-02-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-03-0000		Annexation S10-C	Zone 1, 3 & 4	17.12

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0168-751-04-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-05-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-06-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-07-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-08-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-09-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-10-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-11-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-12-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-13-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-14-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-15-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-16-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-17-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-18-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-19-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-20-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-21-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-22-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-23-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-24-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-25-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-26-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-27-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-28-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-29-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-30-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-31-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-32-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-33-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-34-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-35-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-36-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-37-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-38-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-39-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-40-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-41-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-42-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-43-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-44-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-45-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-46-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-47-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-48-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-49-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-50-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-51-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-52-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-53-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-54-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-55-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-56-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-771-01-0000		Annexation S10-H	Zone 1 & 4	15.27

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0168-771-02-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-03-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-04-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-05-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-06-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-07-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-08-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-09-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-10-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-11-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-12-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-13-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-14-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-15-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-16-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-17-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-18-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-19-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-20-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-21-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-22-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-23-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-24-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-25-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-26-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-27-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-28-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-29-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-30-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-31-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-32-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-33-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-34-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-35-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-36-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-37-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-38-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-39-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-40-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-41-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-42-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-43-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-44-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-45-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-46-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-47-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-48-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-49-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-50-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-01-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-02-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-03-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-04-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-05-0000		Annexation S10-H	Zone 1 & 4	15.27

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0168-781-06-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-07-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-08-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-09-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-10-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-11-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-12-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-13-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-14-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-15-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-16-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-17-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-18-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-19-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-20-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-21-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-22-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-23-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-24-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-25-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-26-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-27-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-28-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-29-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-30-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-31-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-32-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-33-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-34-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-01-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-02-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-03-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-04-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-05-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-06-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-07-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-08-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-09-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-10-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-11-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-12-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-13-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-14-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-15-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-16-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-17-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-18-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-19-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-20-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-21-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-22-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-23-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-24-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-25-0000		Annexation S10-H	Zone 1 & 4	15.27

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0168-791-26-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-27-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-28-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-01-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-02-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-03-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-04-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-05-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-06-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-07-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-08-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-09-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-10-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-11-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-12-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-13-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-14-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-15-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-16-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-17-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-18-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-19-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-20-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-21-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-22-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-23-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-24-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-25-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-26-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-27-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-28-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-29-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-30-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-31-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-32-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-33-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-34-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-35-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-36-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-37-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-38-0000		Annexation S10-H	Zone 1 & 4	15.27
0169-011-32-0000		Annexation S10-J	Zone 4	29.44
0169-011-33-0000		Annexation S10-J	Zone 4	29.44
0169-011-34-0000		Annexation S10-J	Zone 4	29.44
0169-011-35-0000		Annexation S10-J	Zone 4	29.44
0169-011-38-0000		Annexation S10-J	Zone 4	14.72
0169-011-39-0000		Annexation S10-J	Zone 4	14.72
0169-043-14-0000		Annexation S4-D	Zone 1	58.35
0169-053-12-0000		Annexation S1-L	Zone 3	20.05
0169-131-33-0000		Annexation S1-F	Zone 1	19.45
0169-142-11-0000		Annexation S1-I	Zone 3	20.05
0169-182-02-0000		Annexation S1-P	Zone 1	12.97
0169-182-03-0000		Annexation S1-P	Zone 1	12.97
0169-182-04-0000		Annexation S1-P	Zone 1	12.97

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0169-212-17-0000		Annexation S1-Y	Zone 3	60.15
0169-212-18-0000		Annexation S1-Y	Zone 3	20.05
0169-212-19-0000		Annexation S1-Y	Zone 3	20.05
0169-212-20-0000		Annexation S1-Y	Zone 3	40.10
0169-212-21-0000		Annexation S1-Y	Zone 3	80.20
0169-212-22-0000		Annexation S1-Y	Zone 3	60.15
0169-212-23-0000		Annexation S1-Y	Zone 3	20.05
0169-212-24-0000		Annexation S1-Y	Zone 3	20.05
0169-212-25-0000		Annexation S1-Y	Zone 3	20.05
0169-212-26-0000		Annexation S1-Y	Zone 3	20.05
0169-212-27-0000		Annexation S1-Y	Zone 3	20.05
0169-272-29-0000		Annexation S10-Q	Zone 1	65.48
0169-281-39-0000		Annexation S3-C	Zone 3	20.05
0169-281-45-0000		Annexation S10-Q	Zone 2	98.22
0169-281-46-0000		Annexation S10-Q	Zone 1	32.74
0169-301-08-0000		Annexation S4-G	Zone 4	7.01
0169-301-10-0000		Annexation S4-G	Zone 4	7.01
0169-301-11-0000		Annexation S4-G	Zone 4	7.01
0169-313-16-0000		Annexation S4-I	Zone 1	77.80
0169-321-01-0000		Annexation S3-A	Zone 3	40.10
0169-321-02-0000		Annexation S3-A	Zone 3	40.10
0169-343-07-0000		Annexation S1-T	Zone 3	20.05
0169-411-07-0000		Annexation S1-H	Zone 4	105.15
0170-481-20-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-21-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-22-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-23-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-24-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-25-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-26-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-27-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-28-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-29-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-30-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-31-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-32-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-33-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-34-0000		Annexation S10-F	Zone 1 & 4	17.28
0171-011-67-0000		Annexation S10-V	Zone 1	19.45
0171-161-17-0000		Annexation S7-A	Zone 3	181.54
0171-171-34-0000		Annexation S1-S	Zone 3	99.15
0171-202-30-0000		Annexation S4-C	Zone 3	40.10
0171-202-33-0000		Annexation S5-C	Zone 1	19.45
0171-203-13-0000		Annexation S6-B	Zone 1	38.90
0171-331-04-0000		Annexation S1-J	Zone 3	20.05
0171-332-30-0000		Annexation S7-D	Zone 1	38.90
0171-341-33-0000		Annexation S3-J	Zone 3	80.20
0171-383-19-0000		Annexation S1-E	Zone 3	20.05
0171-383-20-0000		Annexation S1-E	Zone 3	20.05
0171-431-05-0000		Annexation S10-P	Zone 3	120.30
0172-031-49-0000		Annexation S1-M	Zone 3	20.05
0172-091-24-0000		Annexation S10-G	Zone 1	26.93
0172-091-25-0000		Annexation S10-G	Zone 1	26.93
0172-091-26-0000		Annexation S10-G	Zone 1	26.93

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0172-091-27-0000		Annexation S10-G	Zone 1	26.93
0172-091-28-0000		Annexation S10-G	Zone 1	26.93
0172-091-29-0000		Annexation S10-G	Zone 1	26.93
0172-091-30-0000		Annexation S10-G	Zone 1	26.93
0172-091-31-0000		Annexation S10-G	Zone 1	26.93
0172-091-32-0000		Annexation S10-G	Zone 1	26.93
0172-091-33-0000		Annexation S10-G	Zone 1	26.93
0172-091-34-0000		Annexation S10-G	Zone 1	26.93
0172-091-35-0000		Annexation S10-G	Zone 1	26.93
0172-091-36-0000		Annexation S10-G	Zone 1	26.93
0172-121-03-0000		Annexation S8-A	Zone 3	20.05
0172-121-10-0000		Annexation S10-O	Zone 3	26.73
0172-121-11-0000		Annexation S10-O	Zone 3	26.73
0172-121-14-0000		Annexation S10-O	Zone 3	26.73
0172-301-14-0000		Annexation S4-A	Zone 4	25.24
0172-301-15-0000		Annexation S4-A	Zone 4	12.62
0172-301-16-0000		Annexation S4-A	Zone 4	12.62
0172-301-17-0000		Annexation S4-A	Zone 4	12.62
0172-301-18-0000		Annexation S10-B	Zone 1 & 4	23.48
0172-301-19-0000		Annexation S10-B	Zone 1 & 4	23.48
0172-301-20-0000		Annexation S10-B	Zone 1 & 4	23.48
0172-301-21-0000		Annexation S10-B	Zone 1 & 4	23.48
0172-301-22-0000		Annexation S10-B	Zone 1 & 4	23.48
0172-301-26-0000		Annexation S10-B	Zone 1 & 4	23.48
0173-251-21-0000		Annexation S10-N	Zone 3	60.15
0174-021-41-0000		Annexation S5-E	Zone 1	19.45
0174-021-42-0000		Annexation S5-E	Zone 1	19.45
0174-261-15-0000		Annexation S7-G	Zone 1	155.60
0174-281-33-0000		Annexation S9-B	Zone 1	14.59
0174-281-34-0000		Annexation S9-B	Zone 1	14.59
0174-281-35-0000		Annexation S9-B	Zone 1	14.59
0174-281-37-0000		Annexation S9-B	Zone 1	14.59
0174-621-01-0000		Annexation S1-N	Zone 1	19.45
0174-621-02-0000		Annexation S1-N	Zone 1	19.45
0174-621-03-0000		Annexation S1-N	Zone 1	19.45
0174-621-04-0000		Annexation S1-N	Zone 1	19.45
0174-621-05-0000		Annexation S1-N	Zone 1	19.45
0174-621-06-0000		Annexation S1-N	Zone 1	19.45
0174-621-07-0000		Annexation S1-N	Zone 1	19.45
0174-621-08-0000		Annexation S1-N	Zone 1	19.45
0174-621-09-0000		Annexation S1-N	Zone 1	19.45
0174-621-10-0000		Annexation S1-N	Zone 1	19.45
0174-621-11-0000		Annexation S1-N	Zone 1	19.45
0174-621-12-0000		Annexation S1-N	Zone 1	19.45
0174-621-13-0000		Annexation S1-N	Zone 1	19.45
0174-621-14-0000		Annexation S1-N	Zone 1	19.45
0174-621-15-0000		Annexation S1-N	Zone 1	19.45
0174-621-16-0000		Annexation S1-N	Zone 1	19.45
0174-621-17-0000		Annexation S1-N	Zone 1	19.45
0174-621-18-0000		Annexation S1-N	Zone 1	19.45
0174-621-19-0000		Annexation S1-N	Zone 1	19.45
0174-621-20-0000		Annexation S1-N	Zone 1	19.45
0174-621-21-0000		Annexation S1-N	Zone 1	19.45
0174-621-22-0000		Annexation S1-N	Zone 1	19.45

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0174-621-23-0000		Annexation S1-N	Zone 1	19.45
0174-621-24-0000		Annexation S1-N	Zone 1	19.45
0174-621-25-0000		Annexation S1-N	Zone 1	19.45
0174-621-26-0000		Annexation S1-N	Zone 1	19.45
0174-621-27-0000		Annexation S1-N	Zone 1	19.45
0174-621-28-0000		Annexation S1-N	Zone 1	19.45
0174-621-29-0000		Annexation S1-N	Zone 1	19.45
0174-621-30-0000		Annexation S1-N	Zone 1	19.45
0174-621-31-0000		Annexation S1-N	Zone 1	19.45
0174-621-32-0000		Annexation S1-N	Zone 1	19.45
0174-621-33-0000		Annexation S1-N	Zone 1	19.45
0174-621-34-0000		Annexation S1-N	Zone 1	19.45
0174-621-35-0000		Annexation S1-N	Zone 1	19.45
0174-631-01-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-02-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-03-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-04-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-05-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-06-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-07-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-08-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-09-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-11-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-12-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-13-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-14-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-15-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-16-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-17-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-18-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-19-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-20-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-21-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-22-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-23-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-24-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-25-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-26-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-27-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-28-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-29-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-30-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-31-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-32-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-33-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-34-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-35-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-37-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-38-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-39-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-40-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-41-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-42-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-43-0000		Annexation S10-A	Zone 1 & 3	25.19

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0174-631-44-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-45-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-46-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-47-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-48-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-49-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-50-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-51-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-52-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-53-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-54-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-55-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-56-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-57-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-58-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-63-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-64-0000		Annexation S10-A	Zone 1 & 3	25.19
0176-014-16-0000		Annexation S10-R	Zone 3	30.08
0176-014-17-0000		Annexation S10-R	Zone 3	30.08
0176-441-18-0000		Annexation S2-D	Zone 1	33.07
0176-441-19-0000		Annexation S2-D	Zone 1	33.07
0176-441-20-0000		Annexation S2-D	Zone 1	33.07
0176-441-21-0000		Annexation S2-D	Zone 1	33.07
0176-441-22-0000		Annexation S2-D	Zone 1	33.07
0176-441-23-0000		Annexation S2-D	Zone 1	33.07
0176-441-24-0000		Annexation S2-D	Zone 1	33.07
0176-441-25-0000		Annexation S2-D	Zone 1	33.07
0176-441-26-0000		Annexation S2-D	Zone 1	33.07
0176-441-27-0000		Annexation S2-D	Zone 1	33.07
0176-521-01-0000		Annexation S7-H	Zone 2	41.50
0176-521-02-0000		Annexation S7-H	Zone 2	41.50
0176-521-03-0000		Annexation S7-H	Zone 2	41.50
0176-521-04-0000		Annexation S7-H	Zone 2	41.50
0176-521-05-0000		Annexation S7-H	Zone 2	41.50
0176-521-06-0000		Annexation S7-H	Zone 2	41.50
0176-521-07-0000		Annexation S7-H	Zone 2	41.50
0176-521-08-0000		Annexation S7-H	Zone 2	41.50
0176-521-09-0000		Annexation S7-H	Zone 2	41.50
0176-521-10-0000		Annexation S7-H	Zone 2	41.50
0176-521-11-0000		Annexation S7-H	Zone 2	41.50
0176-521-12-0000		Annexation S7-H	Zone 2	41.50
0176-521-13-0000		Annexation S7-H	Zone 2	41.50
0176-521-18-0000		Annexation S7-H	Zone 2	41.50
0176-521-19-0000		Annexation S7-H	Zone 2	41.50
0176-521-20-0000		Annexation S7-H	Zone 2	41.50
0176-521-21-0000		Annexation S7-H	Zone 2	41.50
0176-521-22-0000		Annexation S7-H	Zone 2	41.50
0176-521-23-0000		Annexation S7-H	Zone 2	41.50
0176-521-27-0000		Annexation S7-H	Zone 2	41.50
0176-521-28-0000		Annexation S7-H	Zone 2	41.50
0176-521-29-0000		Annexation S7-H	Zone 2	41.50
0176-521-30-0000		Annexation S7-H	Zone 2	41.50
0176-521-31-0000		Annexation S7-H	Zone 2	41.50
0176-521-32-0000		Annexation S7-H	Zone 2	41.50

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0176-531-01-0000		Annexation S7-H	Zone 2	41.50
0176-531-02-0000		Annexation S7-H	Zone 2	41.50
0176-531-03-0000		Annexation S7-H	Zone 2	41.50
0176-531-07-0000		Annexation S7-H	Zone 2	41.50
0176-531-08-0000		Annexation S7-H	Zone 2	41.50
0176-531-09-0000		Annexation S7-H	Zone 2	41.50
0176-531-12-0000		Annexation S7-H	Zone 2	41.50
0176-531-13-0000		Annexation S7-H	Zone 2	41.50
0176-531-26-0000		Annexation S7-H	Zone 2	41.50
0176-531-18-0000		Annexation S7-H	Zone 2	41.50
0176-531-20-0000		Annexation S7-H	Zone 2	41.50
0176-531-21-0000		Annexation S7-H	Zone 2	41.50
0176-531-22-0000		Annexation S7-H	Zone 2	41.50
0176-531-24-0000		Annexation S7-H	Zone 2	41.50
0176-531-25-0000		Annexation S7-H	Zone 2	41.50
0292-032-39-0000		Original District	Zone 3	200.50
0292-032-40-0000		Original District	Zone 3	40.10
0292-032-41-0000		Original District	Zone 3	60.15
0292-032-42-0000		Original District	Zone 3	320.80
0292-033-11-0000		Annexation S1-C	Zone 4	231.33
0292-033-13-0000		Annexation S9-D	Zone 3	80.20
0292-034-16-0000		Annexation S1-O	Zone 3	20.05
0292-063-45-0000		Annexation S7-C	Zone 4	42.06
0292-064-13-0000		Annexation S3-H	Zone 4	84.12
0292-064-17-0000		Annexation S3-H	Zone 4	84.12
0292-064-21-0000		Annexation S3-H	Zone 4	84.12
0292-064-22-0000		Annexation S3-H	Zone 4	42.06
0292-064-23-0000		Annexation S3-H	Zone 4	42.06
0292-064-24-0000		Annexation S3-H	Zone 4	147.21
0292-064-25-0000		Annexation S3-H	Zone 4	42.06
0292-064-26-0000		Annexation S3-H	Zone 4	21.03
0292-064-27-0000		Annexation S3-H	Zone 4	21.03
0292-152-39-0000		Annexation S7-B	Zone 3	100.25
0292-153-24-0000		Annexation S2-A	Zone 3	80.20
0292-153-25-0000		Annexation S2-A	Zone 3	80.20
0292-153-26-0000		Annexation S2-A	Zone 3	40.10
0292-153-27-0000		Annexation S2-A	Zone 3	40.10
0292-153-28-0000		Annexation S10-I	Zone 1 & 4	59.43
0292-153-30-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-31-0000		Annexation S10-I	Zone 1 & 4	59.43
0292-153-32-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-33-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-34-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-35-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-36-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-37-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-38-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-39-0000		Annexation S10-I	Zone 1 & 4	79.24
0292-153-40-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-41-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-42-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-43-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-154-12-0000		Annexation S5-D	Zone 3	100.25
0292-154-22-0000		Annexation S10-K	Zone 1 & 4	80.96

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0292-154-23-0000		Annexation S10-K	Zone 1 & 4	19.45
0292-154-24-0000		Annexation S10-K	Zone 1 & 4	19.45
0292-154-25-0000		Annexation S10-K	Zone 1 & 4	19.45
0292-156-21-0000		Annexation S1-W	Zone 3	120.30
0292-157-16-0000		Annexation S6-A	Zone 4	189.27
0292-157-20-0000		Annexation S9-E	Zone 1	19.45
0292-157-31-0000		Annexation S2-H	Zone 4	21.03
0292-158-17-0000		Annexation S8-B	Zone 3	40.10
0292-165-15-0000		Annexation S3-F	Zone 3 & 4	222.51
0292-166-11-0000		Annexation S1-K	Zone 4	273.39
0292-182-30-0000		Annexation S1-U	Zone 4	21.03
0292-182-31-0000		Annexation S1-U	Zone 4	21.03
0292-192-11-0000		Annexation S4-E	Zone 4	231.33
0292-201-37-0000		Annexation S4-B	Zone 3	40.10
0292-201-39-0000		Annexation S4-B	Zone 3	47.57
0292-310-07-0000		Annexation S3-B	Zone 1	19.45
0292-310-36-0000		Annexation S4-F	Zone 1	38.90
0292-310-42-0000		Annexation S10-M	Zone 1	19.45
0292-321-10-0000		Annexation S1-G	Zone 4	105.15
0292-331-15-0000		Annexation S2-F	Zone 3	80.20
0292-331-16-0000		Annexation S2-F	Zone 3	80.20
0292-381-08-0000		Annexation S3-G	Zone 1	19.45
0292-441-11-0000		Annexation S2-B	Zone 3	12.03
0292-441-12-0000		Annexation S2-B	Zone 3	12.03
0292-441-13-0000		Annexation S2-B	Zone 3	12.03
0292-441-14-0000		Annexation S2-B	Zone 3	12.03
0292-441-15-0000		Annexation S2-B	Zone 3	12.03
0293-172-16-0000		Annexation S1-B	Zone 4	126.18
0293-172-17-0000		Annexation S1-B	Zone 4	126.18
0293-172-18-0000		Annexation S1-B	Zone 4	21.03
0293-421-01-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-02-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-03-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-04-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-05-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-06-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-07-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-08-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-09-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-10-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-11-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-12-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-13-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-14-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-15-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-16-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-17-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-18-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-19-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-20-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-21-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-22-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-23-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-24-0000		Annexation S9-A	Zone 1 & 4	4.50

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0293-421-25-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-26-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-27-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-28-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-29-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-30-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-31-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-32-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-33-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-34-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-35-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-36-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-37-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-38-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-39-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-40-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-41-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-42-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-43-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-44-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-45-0000		Annexation S9-A	Zone 1 & 4	4.50
0294-181-02-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-03-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-04-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-05-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-06-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-07-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-08-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-09-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-10-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-11-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-12-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-13-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-14-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-15-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-01-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-02-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-03-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-04-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-06-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-07-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-08-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-09-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-10-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-11-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-12-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-16-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-17-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-18-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-19-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-20-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-09-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-11-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-13-0000		Annexation S10-S	Zone 1 & 3	49.54

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0294-201-15-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-19-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-21-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-27-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-28-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-02-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-03-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-04-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-06-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-07-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-08-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-09-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-10-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-12-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-13-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-222-01-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-02-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-03-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-04-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-05-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-06-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-07-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-08-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-09-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-10-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-11-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-12-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-01-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-02-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-03-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-04-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-05-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-06-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-07-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-242-01-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-242-02-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-242-03-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-242-04-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-242-05-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-242-06-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-01-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-02-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-03-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-04-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-05-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-06-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-07-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-08-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-09-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-10-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-11-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-12-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-13-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-01-0000		Annexation S10-T	Zone 1 & 3	36.13

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0294-262-02-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-03-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-04-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-05-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-06-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-07-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-08-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-09-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-10-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-11-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-12-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-13-0000		Annexation S10-T	Zone 1 & 3	36.13
1212-021-01-0000		Annexation S10-D	Zone 1	16.94
1212-021-02-0000		Annexation S10-D	Zone 1	16.94
1212-021-03-0000		Annexation S10-D	Zone 1	16.94
1212-021-04-0000		Annexation S10-D	Zone 1	16.94
1212-021-05-0000		Annexation S10-D	Zone 1	16.94
1212-021-06-0000		Annexation S10-D	Zone 1	16.94
1212-021-07-0000		Annexation S10-D	Zone 1	16.94
1212-021-08-0000		Annexation S10-D	Zone 1	16.94
1212-021-09-0000		Annexation S10-D	Zone 1	16.94
1212-021-10-0000		Annexation S10-D	Zone 1	16.94
1212-021-11-0000		Annexation S10-D	Zone 1	16.94
1212-021-12-0000		Annexation S10-D	Zone 1	16.94
1212-021-13-0000		Annexation S10-D	Zone 1	16.94
1212-021-14-0000		Annexation S10-D	Zone 1	16.94
1212-021-15-0000		Annexation S10-D	Zone 1	16.94
1212-021-16-0000		Annexation S10-D	Zone 1	16.94
1212-021-17-0000		Annexation S10-D	Zone 1	16.94
1212-021-18-0000		Annexation S10-D	Zone 1	16.94
1212-021-19-0000		Annexation S10-D	Zone 1	16.94
1212-021-20-0000		Annexation S10-D	Zone 1	16.94
1212-021-21-0000		Annexation S10-D	Zone 1	16.94
1212-021-22-0000		Annexation S10-D	Zone 1	16.94
1212-021-23-0000		Annexation S10-D	Zone 1	16.94
1212-021-24-0000		Annexation S10-D	Zone 1	16.94
1212-021-25-0000		Annexation S10-D	Zone 1	16.94
1212-021-26-0000		Annexation S10-D	Zone 1	16.94
1212-021-27-0000		Annexation S10-D	Zone 1	16.94
1212-021-28-0000		Annexation S10-D	Zone 1	16.94
1212-021-29-0000		Annexation S10-D	Zone 1	16.94
1212-021-30-0000		Annexation S10-D	Zone 1	16.94
1212-021-31-0000		Annexation S10-D	Zone 1	16.94
1212-021-32-0000		Annexation S10-D	Zone 1	16.94
1212-021-33-0000		Annexation S10-D	Zone 1	16.94
1212-021-34-0000		Annexation S10-D	Zone 1	16.94
1212-021-35-0000		Annexation S10-D	Zone 1	16.94
1212-021-36-0000		Annexation S10-D	Zone 1	16.94
1212-021-37-0000		Annexation S10-D	Zone 1	16.94
1212-021-38-0000		Annexation S10-D	Zone 1	16.94
1212-021-39-0000		Annexation S10-D	Zone 1	16.94
1212-021-40-0000		Annexation S10-D	Zone 1	16.94
1212-021-41-0000		Annexation S10-D	Zone 1	16.94
1212-021-42-0000		Annexation S10-D	Zone 1	16.94

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1212-021-43-0000		Annexation S10-D	Zone 1	16.94
1212-021-44-0000		Annexation S10-D	Zone 1	16.94
1212-021-45-0000		Annexation S10-D	Zone 1	16.94
1212-021-46-0000		Annexation S10-D	Zone 1	16.94
1212-021-47-0000		Annexation S10-D	Zone 1	16.94
1212-021-48-0000		Annexation S10-D	Zone 1	16.94
1212-021-49-0000		Annexation S10-D	Zone 1	16.94
1212-021-50-0000		Annexation S10-D	Zone 1	16.94
1212-021-51-0000		Annexation S10-D	Zone 1	16.94
1212-021-52-0000		Annexation S10-D	Zone 1	16.94
1212-021-53-0000		Annexation S10-D	Zone 1	16.94
1212-021-54-0000		Annexation S10-D	Zone 1	16.94
1212-021-55-0000		Annexation S10-D	Zone 1	16.94
1212-021-56-0000		Annexation S10-D	Zone 1	16.94
1212-021-57-0000		Annexation S10-D	Zone 1	16.94
1212-021-58-0000		Annexation S10-D	Zone 1	16.94
1212-021-59-0000		Annexation S10-D	Zone 1	16.94
1212-021-60-0000		Annexation S10-D	Zone 1	16.94
1212-021-61-0000		Annexation S10-D	Zone 1	16.94
1212-021-62-0000		Annexation S10-D	Zone 1	16.94
1212-041-01-0000		Annexation S7-F	Zone 1	77.80
1212-191-60-0000		Annexation S1-X	Zone 1	19.45
1212-191-61-0000		Annexation S1-X	Zone 1	19.45
1212-191-62-0000		Annexation S1-X	Zone 1	19.45
1212-191-63-0000		Annexation S1-X	Zone 1	19.45
1212-191-64-0000		Annexation S1-X	Zone 1	19.45
1212-191-65-0000		Annexation S1-X	Zone 1	19.45
1212-191-66-0000		Annexation S1-X	Zone 1	19.45
1212-191-67-0000		Annexation S1-X	Zone 1	19.45
1212-191-68-0000		Annexation S1-X	Zone 1	19.45
1212-191-69-0000		Annexation S1-X	Zone 1	19.45
1212-191-70-0000		Annexation S1-X	Zone 1	19.45
1212-191-71-0000		Annexation S1-X	Zone 1	19.45
1212-191-72-0000		Annexation S1-X	Zone 1	19.45
1212-191-73-0000		Annexation S1-X	Zone 1	19.45
1212-191-74-0000		Annexation S1-X	Zone 1	19.45
1212-191-75-0000		Annexation S1-X	Zone 1	19.45
1212-191-76-0000		Annexation S1-X	Zone 1	19.45
1212-191-77-0000		Annexation S1-X	Zone 1	19.45
1212-191-78-0000		Annexation S1-X	Zone 1	19.45
1212-191-79-0000		Annexation S1-X	Zone 1	19.45
1212-201-01-0000		Annexation S3-E	Zone 1	25.93
1212-201-02-0000		Annexation S3-E	Zone 1	25.93
1212-201-03-0000		Annexation S3-E	Zone 1	25.93
1212-201-04-0000		Annexation S3-E	Zone 1	25.93
1212-201-05-0000		Annexation S3-E	Zone 1	25.93
1212-201-06-0000		Annexation S3-E	Zone 1	25.93
1212-201-07-0000		Annexation S3-E	Zone 1	25.93
1212-201-08-0000		Annexation S3-E	Zone 1	25.93
1212-201-09-0000		Annexation S3-E	Zone 1	25.93
1212-201-10-0000		Annexation S3-E	Zone 1	25.93
1212-201-11-0000		Annexation S3-E	Zone 1	25.93
1212-201-12-0000		Annexation S3-E	Zone 1	25.93
1212-201-13-0000		Annexation S3-E	Zone 1	25.93

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Fiscal Year 2022-23
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
1212-201-14-0000		Annexation S3-E	Zone 1	25.93
1212-201-15-0000		Annexation S3-E	Zone 1	25.93
1212-201-16-0000		Annexation S3-E	Zone 1	25.93
1212-201-17-0000		Annexation S3-E	Zone 1	25.93
1212-201-18-0000		Annexation S3-E	Zone 1	25.93
1212-201-19-0000		Annexation S3-E	Zone 1	25.93
1212-201-20-0000		Annexation S3-E	Zone 1	25.93
1212-201-21-0000		Annexation S3-E	Zone 1	25.93
1212-201-22-0000		Annexation S3-E	Zone 1	25.93
1212-201-23-0000		Annexation S3-E	Zone 1	25.93
1212-201-24-0000		Annexation S3-E	Zone 1	25.93
1212-201-25-0000		Annexation S3-E	Zone 1	25.93
1212-201-26-0000		Annexation S3-E	Zone 1	25.93
1212-201-27-0000		Annexation S3-E	Zone 1	25.93
1212-431-02-0000		Annexation S9-F	Zone 3	100.25

Summary Fields	Value
APN total count:	987
CHARGE total sum:	$25,452.67

"A City That Works"

City Council Meeting **K. 1.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a determination of exemption pursuant to Sections 15378(b)(5), 15308 and 15061(b)(3) of the California Environmental Quality Act Guidelines; and consideration of Urgency Ordinance No. 2934 establishing a temporary 45-day moratorium on new warehouses and distribution facility development projects within the City of Redlands (Development Services Director Desatnik)

MOTION(S):

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

> Mayor requests the City Clerk to read the title of Urgency Ordinance No. 2934.
>
> I move to waive further reading of Urgency Ordinance No. 2934 and to adopt Urgency Ordinance No. 2934 and further find that the Urgency Ordinance is exempt pursuant to Sections 15378(b)(5), 15308 and 15061(b)(3) of the California Environmental Quality.

RECOMMENDATION:

Staff recommends that City Council adopt Urgency Ordinance No. 2934 and find that the Urgency Ordinance is exempt pursuant to Sections 15378(b)(5), 15308 and 15061(b)(3) of the California Environmental Quality.

BACKGROUND:

On February 22, 2022, the Planning Commission discussed the status of recent new development projects for warehouses and distribution facilities, and also reviewed the housing sites inventory list contained in the new 2021-2029 Housing Element. Commissioners cited concerns about the volume of large

trucks and traffic impacts, greenhouse gas emissions and air quality impacts, on-street parking by trucks, and potential impacts to sensitive uses such as nearby residential areas. The Commission voted unanimously to recommend that the City Council consider adopting a temporary moratorium on new warehouses and distribution facilities so that staff could study the land use and environmental impact issues in greater depth and develop potential long-term policies and solutions.

DISCUSSION:

The rapid expansion of e-commerce and consumer spending in recent years has driven demand for more warehouses, logistics facilities, and distribution facilities (referred to collectively as “warehouses”) in the Inland Empire region, including Redlands and surrounding communities. Such facilities typically include uses and activities such as freight receiving, sorting, handling, storing, warehousing, keeping inventory, freight forwarding, distribution to wholesalers and retailers, and “last mile” delivery services direct to consumers. The types of merchandise are varied and often include finished products ready for retail delivery (e.g., consumer products, goods, wares, consumables, etc.), materials or textiles, components or parts used for manufacturing or assembly of finished products, and similar items at various stages of the production process. Other merchandise or materials are simply transiting through the region, from receiving and off-loading at the ports, to their ultimate destinations to the rest of the nation. Some of the largest local warehouses, many exceeding one million square-feet in size, are operated or otherwise associated with online retailers (e.g., Amazon, Walmart, and others) and also generate hundreds or thousands of daily vehicle trips by independent contractors using their personal or company vehicles for “last mile” direct delivery to consumers. Large warehouses often operate 24 hours daily, generate large amounts of truck trips at all hours (for maximum efficiency), and increasingly are also generating large amounts of other vehicle trips (such as personal vehicles or company vans for delivering direct to consumers).

Over the past five years, several new development projects for large warehouses and distribution facilities have been approved and constructed within the East Valley Corridor Specific Plan area (see Attachment A-1), as well as several warehouse/distribution facilities in the County unincorporated area known as the “donut hole” generally located north of Interstate 10 to the Santa Ana River and west of Interstate 210 to the City’s boundary along Mountain View Avenue (see Attachment A-2). As individual development projects, each proposal previously underwent environmental review in compliance with the California Environmental Quality Act.

Large warehouse and distribution facilities (over 50,000 square feet in gross floor area) can generate unique environmental impacts on surrounding properties and the larger community including hundreds or thousands of trips by large trucks

(including tractor-trailers) at all hours throughout the day and night, greenhouse gas emissions and air quality impacts associated with vehicle trips, noise impacts from on-site operations and off-site truck trips on City streets, and other potential impacts upon sensitive receptors such as residences, schools, daycare centers, and such other locations.

Large trucks travel on most major corridors in the City of Redlands, some of which are designated Truck Routes while others are not designated truck routes, to reach their destinations within and around Redlands. The many warehouse facilities in the unincorporated “donut hole” area is a good example of this traffic pattern; those trucks have no other routes to access the “donut hole” area other than to utilize the freeway ramps within the City of Redlands and then use some segment of Redlands’ roadways before entering the unincorporated area. The locations of five (5) freeway on/off ramps in Redlands (a total of 10 signalized intersections) that provide access to the “donut hole” area necessitate the trucks transiting on Redlands’ streets even though they may not have their ultimate destinations in Redlands. These large trucks create unique and challenging traffic issues because of their size, sheer volume of trips (which continues to increase), and increasing frequency of transiting through Redlands at all hours of the day and night. Related impacts include:

- Traffic congestion and reduced level of service on City streets and at intersections;
- Partial or complete obstructions to intersection operations, traffic flow, and access by emergency vehicles responding to emergency calls;
- Increased safety risk for smaller vehicles, bicyclists, and pedestrians; and,
- Weight of trucks and damage to City streets and facilities (traffic signal equipment, street lights, traffic control signs, curbs, medians, trees, etc.).

Several chapters of Title 18 (Zoning Regulations) of the Redlands Municipal Code contain the regulations and development standards for commercial and industrial districts, most of which have not been updated in many years, and some do not appear to have been updated since original adoption in 1955. Therefore, the continued and unabated construction of new warehouse/distribution facilities may pose an immediate threat to the public health, safety, and welfare. This Urgency Ordinance is proposed so that the City Council has time to study whether the City’s zoning code’s provisions give the City sufficient tools and standards to address the land use conflicts and related issues that could be created by further approvals of large warehouse/distribution facilities in 2022 and moving forward, or whether changes to the zoning regulations are required in order to address the above-identified public health, safety, and welfare impacts.

Purpose of Moratorium

To avoid or reduce the aforementioned adverse impacts and threats to the public health, safety, and welfare, the City Council may consider adopting, by Urgency Ordinance, a temporary moratorium on land use approvals and building permits for new warehouses and distribution facilities. This will allow the City sufficient time to study the land use and environmental impacts of such development projects, as well as allow for a deliberate approach to study and develop appropriate policies, development standards, and effective conditions of approval to mitigate the public health, safety, and welfare effects of large warehouses and distribution facilities.

The list below identifies examples of the tasks that City staff will undertake during the moratorium:

A. Evaluate the operating characteristics of different types and sizes of warehouses and distribution facilities to better understand land use impacts, and develop appropriate policies, development standards, and/or operating conditions that can alleviate land use conflicts or impacts.
B. Evaluate the City's existing zoning districts that permit warehouse and distribution facilities, identify the proximity to existing sensitive receptors and residential zones, and identify appropriate development standards and/or operating conditions for warehouse/distribution facilities to buffer nearby different land uses (such as screening or landscaping, hours of operation, air quality mitigations or design features, intensity of use, number of large truck trips per day, designated routes for large trucks, etc.).
C. Evaluate the City's designated Truck Routes, and examine whether existing truck routes must be modified or improved to accommodate the volume and frequency of large truck trips (including roadway segments, intersections, traffic signals and signage, etc.), and ensure the best protection of the abutting or nearby residential neighborhoods and educational land uses.
D. Evaluate the locations of existing points of origin and destination for large trucks, develop land use recommendations and preferences for locating large warehouses and distribution facilities, and examine the need for any changes to land use designations or zoning designations.

Effects of Moratorium

The zoning districts and other Specific Plan areas that would be subject to this moratorium include the following (click here for interactive Zone Map online):

- Commercial Industrial (C-M) District;
- Industrial (I-P) District;
- Light Industrial (M-1) District;

- General Industrial (M-2) District;
- East Valley Corridor Specific Plan (all districts);
- Downtown Specific Plan (all districts);
- Specific Plan No. 25 (all districts);
- Concept Plan No. 1; and,
- Concept Plan No. 2.

There are currently four Development Applications that have been submitted to the City for new large warehouse and distribution facilities that may possibly be affected if the proposed moratorium is adopted, as listed below.

1. Planned Development No. 5 (submitted 7/27/2021): a proposal to construct a 353,224 square-foot warehouse/distribution facility on 16 acres located at 1101 California Street (adjacent to Interstate 10 freeway) in the East Valley Corridor Specific Plan.
2. Commission Review & Approval no. 938 (submitted 10/26/2021): a proposal to construct a 185,100 square-foot warehouse/distribution facility on 9.4 acres located at 350 Iowa Street in the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan.
3. Commission Review & Approval No. 947 (submitted 5/20/2022): a proposal to construct a 346,069 square-foot warehouse/distribution facility on 16 acres located at 1660 Sessums Drive (south of Redlands Municipal Airport) in the Industrial (I-P) district.
4. Commission Review & Approval No. 948 (submitted 5/25/2022): a proposal to construct a 212,620 square-foot warehouse/distribution facility on 10 acres located at 301 Tennessee Street in the Industrial (I-P) District.

Pursuant to the Urgency Ordinance, only projects which have received full entitlements, including all necessary CEQA approvals, for warehouse or distribution facility projects and have commenced substantial construction or incurred expenses in connection with such construction prior to the effective date of this Urgency Ordinance, and for which all applicable appeal periods have run, shall be considered exempt from application of this Urgency Ordinance.

Environmental Review

The adoption of this Urgency Ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), 15308, and/or 15061(b)(3), in that the proposal will not in a direct or reasonably foreseeable indirect physical change in the environment nor have a significant impact on the environment.

ALTERNATIVES:

The City Council can continue the proposal and direct staff to address any further issues.

STRATEGIC PLAN:

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
Danielle Garcia, Management Services/Finance Director

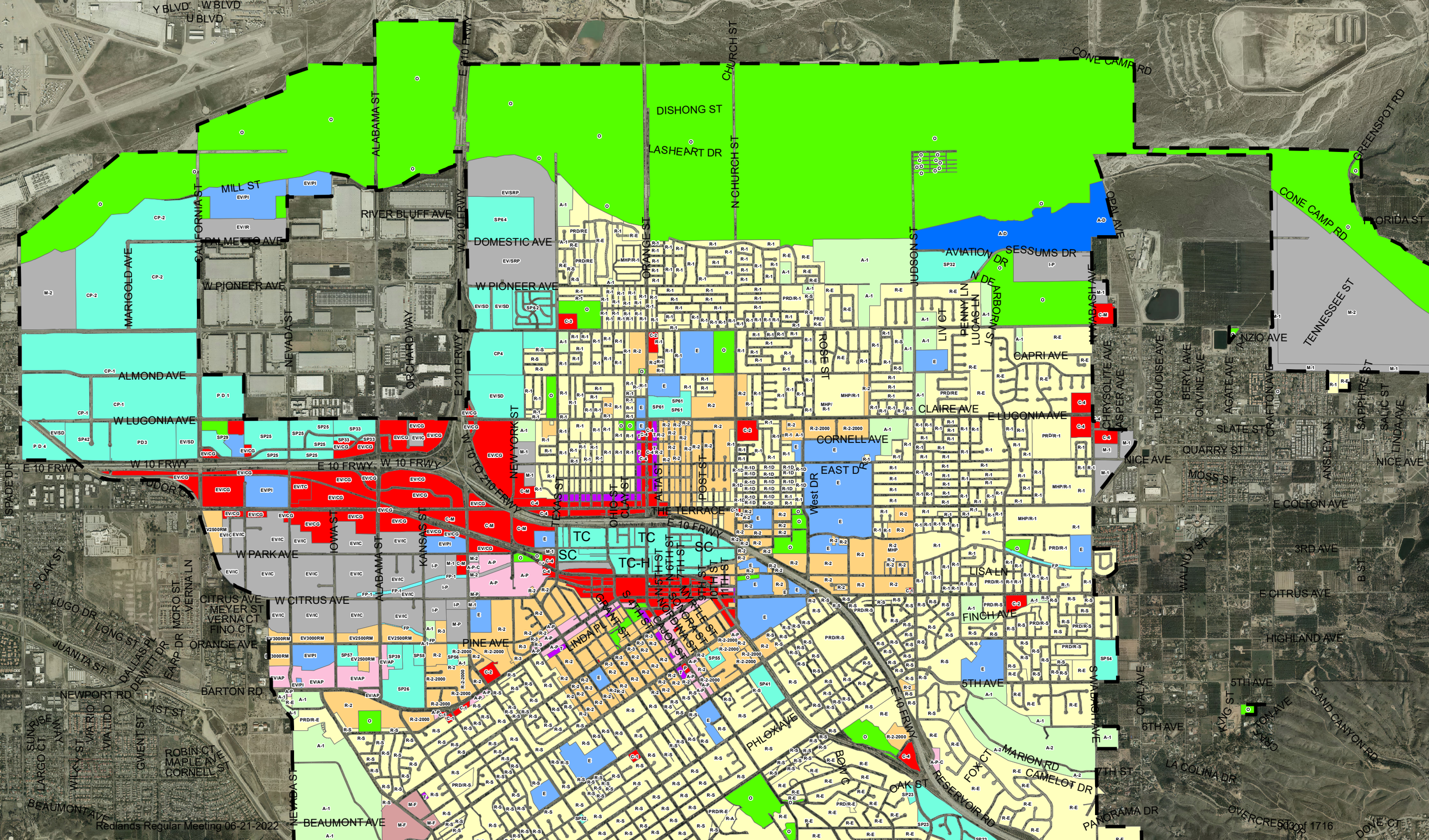
PREPARED BY:
Brian Foote, City Planner/Planning Manager

Fiscal Impact

Fiscal Year: 21-22
Appropriation Required Y/N: No
Discussion:
There is no fiscal impact associated with this item.

Attachments

Attachment A-1: Zone Map
Attachment A-2: Zone Map (donut hole area)
Attachment B: Urgency Ordinance No. 2934


Y BLVD
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CONE CAMP RD
DISHONG ST
LASHEART DR
CHURCH ST
N CHURCH ST
ALABAMA ST
E 210 FRWY
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MILL ST
RIVER BLUFF AVE
PALMETTO AVE
DOMESTIC AVE
W PIONEER AVE
MARIGOLD AVE
CALIFORNIA ST
NEVADA ST
ORCHARD WAY
ALMOND AVE
W LUGONIA AVE
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TUDOR CT
W 10 TO 210 FRWY
NEW YORK ST
TEXAS ST
OHIO ST
CLAY ST
ALTA ST
POST ST
THE TERRACE
ORANGE ST
JUDSON ST
AVIATION DR
SESSUMS DR
N DEARBORN ST
LIV CT
PENNY LN
LUCAS LN
ROSE ST
CAPRI AVE
CLAIRE AVE
E LUGONIA AVE
CORNELL AVE
EAST DR
West DR
OPAL AVE
N WABASH AVE
CHRYSOLITE AVE
JASPER AVE
TURQUOISE AVE
BERYL AVE
OLIVINE AVE
AGATE AVE
CRAFTON AVE
SLATE ST
QUARRY ST
NICE AVE
MOSS ST
ANSLEY LN
SAPPHIRE ST
SALIC ST
LINDA AVE
TENNESSEE ST
NZIO AVE
GREENSPOT RD
FLORIDA ST
E COLTON AVE
3RD AVE
WALNUT ST
B ST
E CITRUS AVE
HIGHLAND AVE
5TH AVE
6TH AVE
7TH ST
SAND CANYON RD
LA COLINA DR
OVERCREST DR
DOVE CT
PANORAMA DR
MARION RD
CAMELOT DR
FOX CT
RESERVOIR RD
OAK ST
BOW C
PHLOX AVE
LISA LN
FINCH AVE
5TH AVE
S WABASH AVE
OPAL AVE
KING ST
CRAFTON AVE
ISPADE DR
S OAK ST
LUGO DR
LONG ST
JUANITA ST
DALLAS PL
DEWITT DR
EARP DR
MORO ST
VERNA LN
CITRUS AVE
MEYER ST
VERNA CT
FINO CT
W CITRUS AVE
ORANGE AVE
BARTON RD
NEWPORT RD
1ST ST
SUNRISE WAY
LARGO CT
WILKY ST
VIA RIO
VIA LIDO
GWENT ST
ROBIN CT
MAPLE AVE
CORNELL ST
BEAUMONT AVE
W PARK AVE
IOWA ST
KANSAS ST
PINE AVE
LINDA PL
GRANT ST
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7TH ST
SONORA ST
MYRTLE ST
CAJON ST
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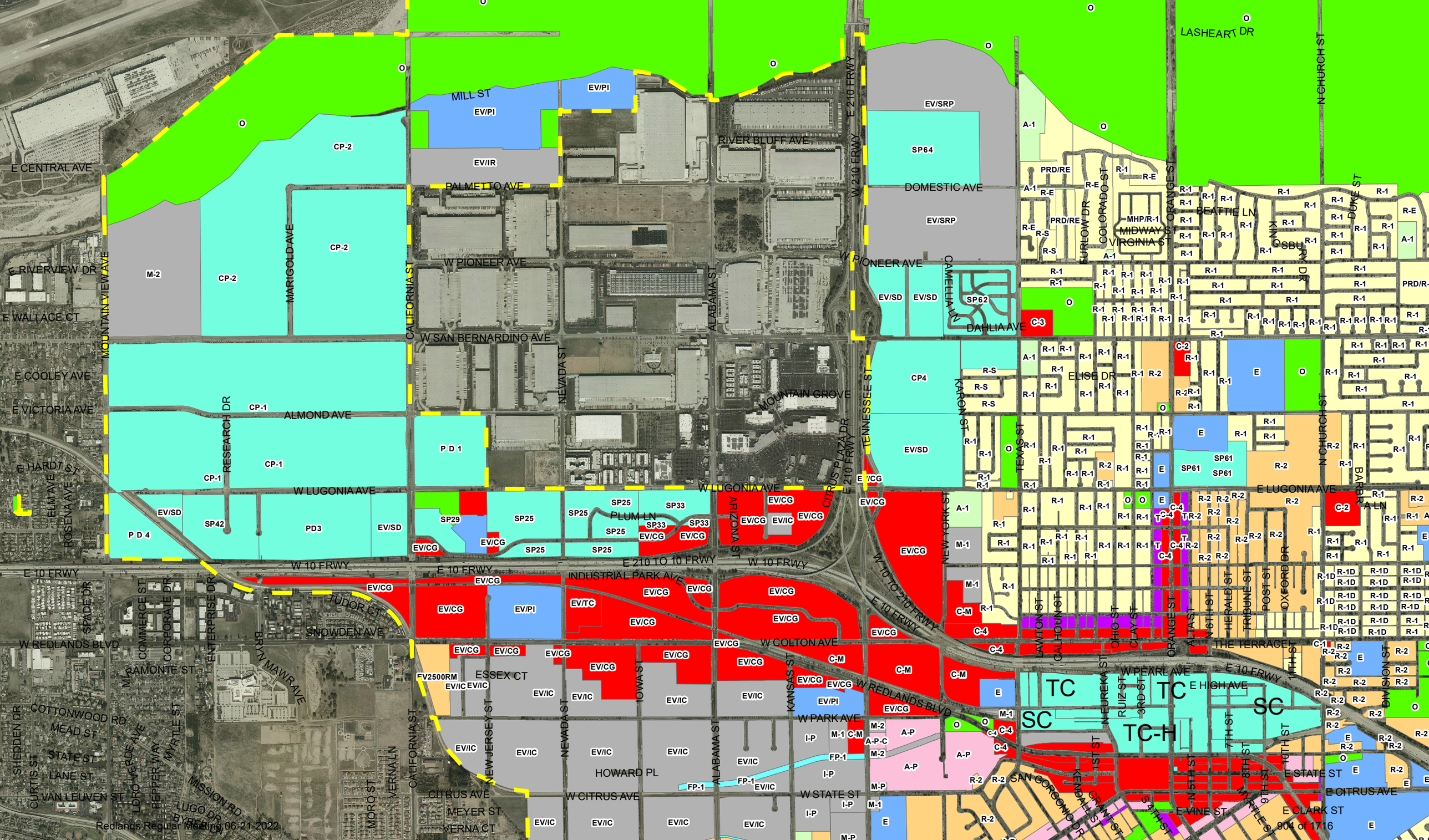

MILL ST
EV/PI
EV/IR
CP-2
E CENTRAL AVE
PALMETTO AVE
RIVER BLUFF AVE
E 210 FRWY
W 210 FRWY
EV/SRP
SP64
DOMESTIC AVE
LASHEART DR
N CHURCH ST
MARIGOLD AVE
CALIFORNIA ST
W PIONEER AVE
E RIVERVIEW DR
E WALLACE CT
MOUNTAIN VIEW AVE
M-2
W SAN BERNARDINO AVE
ALABAMA ST
CAMELLIA LN
SP62
DAHLIA AVE
C-3
C-2
E COOLEY AVE
E VICTORIA AVE
RESEARCH DR
CP-1
ALMOND AVE
NEVADA ST
MOUNTAIN GROVE
TENNESSEE ST
CP4
KARON ST
ELISE DR
TEXAS ST
E HARDT ST
ELM AVE
ROSENA AVE
P D 1
P D 4
W LUGONIA AVE
E LUGONIA AVE
SP42
PD3
SP29
SP25
SP33
PLUM LN
ARIZONA ST
CITRUS PLAZA DR
NEW YORK ST
SP61
BARBRA LN
W 10 FRWY
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INDUSTRIAL PARK AVE
W 10 TO 210 FRWY
TUDOR CT
SNOWDEN AVE
W REDLANDS BLVD
W COLTON AVE
THE TERRACE
W PEARL AVE
E HIGH AVE
TC
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ESSEX CT
EV2500RM
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W PARK AVE
COTTONWOOD RD
MEAD ST
STATE ST
LANE ST
VAN LEUVEN ST
SHEDDEN DR
CURTIS ST
LORO VERDE AVE
PEPPER WAY
MYRTLE ST
MISSION RD
LUGO DR
BYRON LN
MORO ST
VERNA LN
NEW JERSEY ST
IOWA ST
KANSAS ST
HOWARD PL
W CITRUS AVE
CITRUS AVE
MEYER ST
VERNA CT
W STATE ST
SAN GORGONIO DR
KENDALL ST
GRANT ST
S 4TH ST
E VINE ST
E STATE ST
E CITRUS AVE
E CLARK ST
MYRTLE ST
9TH ST
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7TH ST
8TH ST
11TH ST
DIVISION ST
OXFORD DR
POST ST
TRIBUNE ST
HERALD ST
N 6TH ST
ALTA ST
ORANGE ST
CLAY ST
OHIO ST
CALHOUN ST
LAWTON ST
NEUREKA ST
RUIZ ST
3RD ST
1ST ST
N 5TH ST
MIDWAY ST
VIRGINIA ST
FURLOW DR
COLORADO ST
BEATTIE LN
KING SBURY DR
DUKE ST
PRD/RE
MHP/R-1
A-1
R-1
R-2
R-S
R-E
E
O
C-1
C-2
C-3
C-4
C-M
M-1
M-2
A-P
A-P-C
I-P
FP-1
EV/SD
EV/CG

URGENCY ORDINANCE NO. 2934

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDLANDS PURSUANT TO GOVERNMENT CODE SECTION 65858 ADOPTING A TEMPORARY 45-DAY MORATORIUM ON NEW WAREHOUSE AND DISTRIBUTION FACILITY DEVELOPMENT PROJECTS FOR PROPERTIES LOCATED WITHIN THE COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS (TITLE 18 OF THE REDLANDS MUNICIPAL CODE) AND THE COMMERCIAL AND INDUSTRIAL DISTRICTS OF SPECIFIC PLAN AREAS IN THE CITY OF REDLANDS.

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") is currently experiencing rapid and unabated construction of industrial development projects, specifically large warehouse and distribution facilities, some of which are proposed to be located near residential neighborhoods, as well as near numerous other properties that are now included in the City's 2021-2029 Housing Element that have been identified to accommodate the City's share of the Regional Housing Needs Assessment ("RHNA"). Large warehouse and distribution facilities can generate unique environmental impacts on surrounding properties and the larger community, including hundreds or thousands of trips by large trucks (including tractor-trailers) at all hours throughout the day and night, greenhouse gas emissions and air quality impacts associated with vehicle trips, noise impacts from on-site operations and off-site tractor-trailer trips on City streets, and other potential effects upon sensitive receptors such as residences, schools, daycare centers, and such other locations.

B. 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.

C. Government Code Section 65858 expressly authorizes the City Council, in order to protect 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.

D. In light of the recent and rapid expansion of e-commerce and associated industrial development projects, including large warehouse and distribution facilities, the City Council

finds that the following adverse public safety, health, and welfare impacts are of real concern:

i. Increased safety risk for smaller vehicles, pedestrians, and bicyclists;
ii. Damage to City streets and property/facilities from collisions (reported and unreported), such as street lights, traffic signal equipment, signs, trees, curbs, medians, etc.;
iii. Traffic congestion and reduced levels of service on streets and at intersections;
iv. Increased impacts from improperly over-loaded trucks;
v. Deterioration in air quality, health, noise, vibration and increase in other disruptions to the peace and quiet necessary to the enjoyment of residential neighborhoods and efficacy of educational uses; and

E. Because of the actual and potential detrimental impacts of warehouse and distribution uses upon the City, which impacts may not be presently adequately addressed by the City's current ordinances and zoning regulations, there is a need to impose a temporary moratorium on warehouse and distribution uses in order to study and develop policy guidance and potentially implement changes to the City's zoning regulations.

F. Adoption of this urgency ordinance establishing an interim prohibition/ moratorium on land use approvals and building permits for new construction of warehouses and distribution facilities will allow the City sufficient time to study the land use and environmental impacts of such development projects, as well as allow for a deliberate approach to study and develop appropriate policies, development standards, and effective conditions of approval to mitigate the impacts of large warehouses and distribution facilities. The list below identifies some of the tasks that City staff will undertake during the moratorium:

i. Evaluate the operating characteristics of different types and sizes of warehouses and distribution facilities to better understand land use impacts, and develop appropriate policies, development standards, and/or operating conditions that can alleviate land use conflicts or impacts.
ii. Evaluate the City's existing zoning districts that permit warehouse and distribution facilities, identify the proximity to existing sensitive receptors and residential zones, and identify appropriate development standards and/or operating conditions for warehouse/distribution facilities to buffer adjacent land uses (such as screening or landscaping, hours of operation, air quality mitigations or design features, intensity of use, number of large truck trips per day, designated routes for large trucks, etc.).
iii. Evaluate the City's designated Truck Routes, and examine whether existing truck routes must be modified or improved to accommodate the volume and frequency of large truck trips (including roadway segments, intersections, traffic signals and signage, etc.), and ensure the best protection of the abutting or nearby residential neighborhoods and educational land uses.
iv. Evaluate the locations of existing points of origin and destination for large trucks, develop land use recommendations and preferences for locating large warehouses and distribution facilities, and examine the need for any changes to land use designations or zoning designations.

G. Accordingly, the City desires to establish, on an urgency basis, a temporary moratorium on certain types of new warehouse and distribution facility development projects within certain areas of the City through the adoption of this urgency ordinance, 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, no land use approval or building permit may be issued for any new development projects for warehouse/distribution facilities that exceed 50,000 square feet of gross floor area and are situated on properties within the zoning districts and specific plan areas listed below for the effective period of this urgency ordinance; excepting therefrom any permits for additions, tenant improvements, repairs, maintenance, signs, and the like on existing permitted uses. Title 18 zoning districts and other Specific Plan areas subject to this moratorium shall include: Commercial Industrial (C-M) District; Industrial (I-P) District; Light Industrial (M-1) District; General Industrial (M-2) District; East Valley Corridor Specific Plan (all districts); Downtown Specific Plan (all districts); Specific Plan No. 25 (all districts); Concept Plan No. 1; Concept Plan No. 2; and excluding the fifteen properties identified as 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, and 0292-201-20-0000 as listed in Exhibit "A" attached hereto.

B. Any projects which have received full entitlements, including all necessary CEQA approvals, for warehouse or distribution facility projects and have commenced substantial construction or incurred expenses in connection with such construction prior to the effective date of this urgency ordinance, and for which all applicable appeal periods have run, shall be considered exempt from application 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 granting land use approvals or building permits for new development projects for warehouse or distribution facilities on properties that exceed the above-described square footage and are located within the above-described zoning districts and specific plan areas could result in an immediate threat to the public health, safety, and welfare.

Section 4. Written Report. Pursuant to Government Code Section 65858, staff must prepare for consideration and issuance by the City Council a written report describing measures taken to address the condition which led to the adoption of this urgency ordinance. The report will be provided to the City Council so that it may be considered and issued no later than ten (10) days prior to the expiration of this urgency ordinance.

Section 5. Effective Period. In accordance with California Government Code section 65858, this urgency ordinance shall be in full force and effect for a period of forty-five (45) days

from the date of its adoption. This period may be extended by the City Council in accordance with the provisions of California Government Code section 65858.

Section 6. Conflicting Laws. For the term of this urgency ordinance, as set forth in Section 5 above, the provisions of this urgency ordinance shall govern over any conflicting provisions of any other City code, ordinance, resolution, or policy.

Section 7. 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 construction of certain warehouse and distribution facilities within the City. 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 eventual adoption of regulations and development standards on such warehouse and distribution facilities. 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 8. 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 9. 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 10. 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 or to license any activity that is prohibited thereunder except as mandated by such laws.

Section 11. Publication and Posting. The Mayor shall sign this urgency ordinance and the City Clerk shall certify to the adoption of this urgency ordinance and shall cause it, or a summary of it, to be published once in the Redlands Daily Facts, a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect in accordance with law.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing urgency ordinance was duly adopted by the City Council at a regular meeting thereof held on the 21st day of June, 2022.

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

List and Map of Properties Excluded from 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

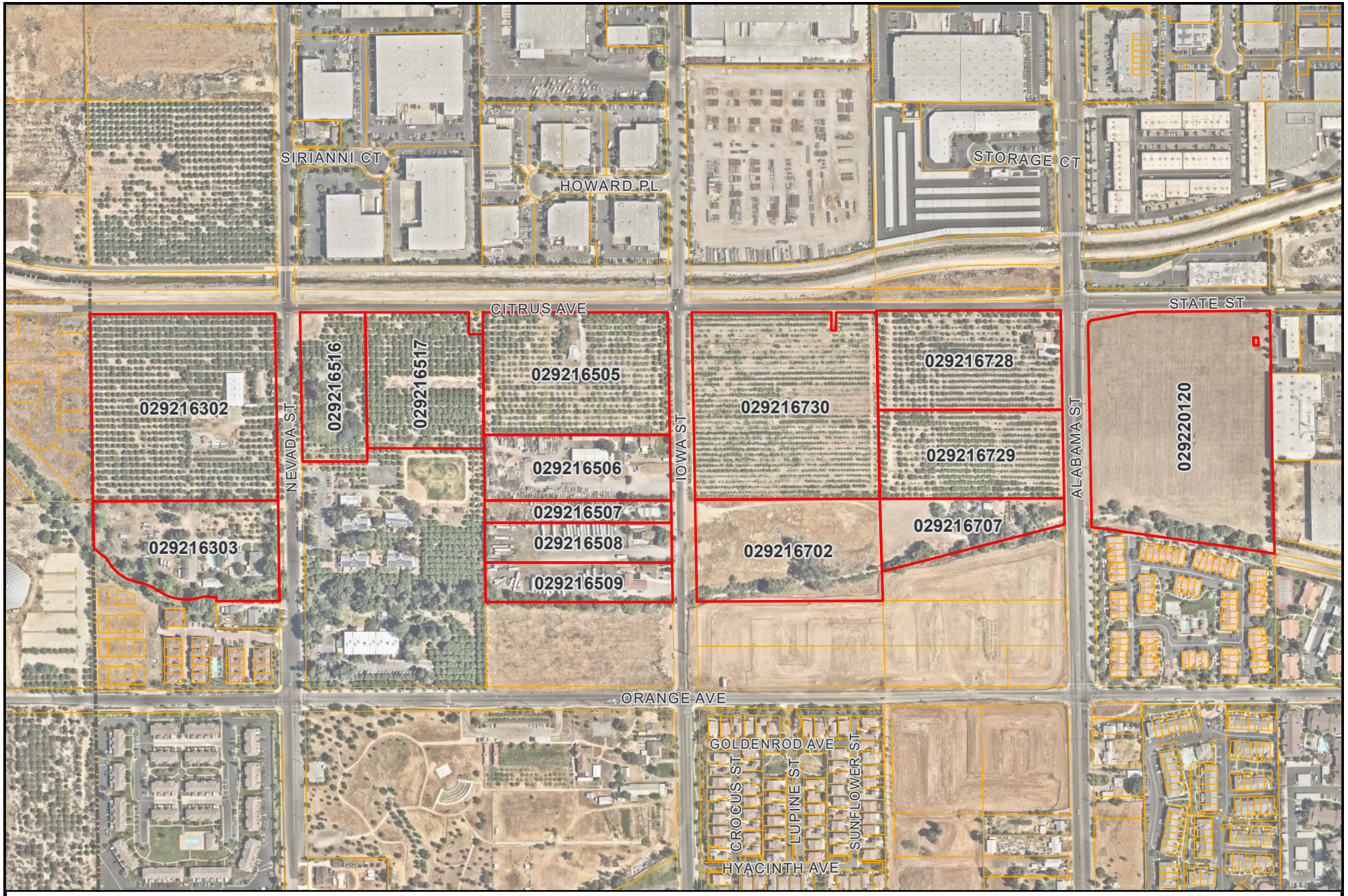
0292-167-28-0000

0292-167-29-0000

0292-167-30-0000

0292-201-20-0000

[Map Attached]



Rezone Parcels

Parcels

May 25, 2022

Exhibit B:

Parcels Exempt From Interim Prohibition/Moratorium on New Warehouses and Distribution Facilities

City of REDLANDS

0 250 500 Feet

"A City That Works"

City Council Meeting **K. 2.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the University of Redlands requested Alternate Ballot Measure to the Redlanders for Responsible Growth Management Measure for the November 8, 2022 General Municipal Election and determination that placement of the Measure is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines; Calling and Giving Notice of the Holding of a General Municipal Election and a Request to the Board of Supervisors of the County of San Bernardino to Consolidate Said Election with the Statewide Election on November 8, 2022 (Development Services Director Desatnik)

MOTION(S):

If the City Council would like to put the alternate ballot measure on the November 2022 ballot, which was negotiated between the University of Redlands and RRGM leadership, and is supported by the University of Redlands, the following motion is provided:

I move to adopt Resolution No. 8317 to Submit to the Voters a Ballot Measure Proposing to Amend Sections 1.AO, 4.2B, 4.40s and 4.42m of the Principles of the Managed Development of the Redlands General Plan 2035; that placement of the Measure is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines; and Calling and Giving Notice of the Holding of a General Municipal Election and a Request to the Board of Supervisors of the County of San Bernardino to Consolidate Said Election with the Statewide Election on November 8, 2022.

RECOMMENDATION:

Hear the presentation from the University of Redlands on the alternate ballot measure and decide whether or not to approve placing the measure on the ballot for the November 2022 election as a City-initiated measure.

DISCUSSION:

At its meeting on August 3, 2021, the City Council adopted Resolution No. 8241 to submit the initiative ordinance prepared by Redlanders for Responsible Growth Management (the "RRGM Measure") for consideration by the voters at the regular municipal election of November 8, 2022 (Attachment A). The University of Redlands has negotiated with the original RRGM authors a substitute to the RRGM Measure (the "Alternative Measure") and is requesting that the City Council sponsor and approve placement of the Alternative Measure on the November 2022 ballot as a City-initiated measure. According to university representatives, the author of the RRGM Measure has agreed to withdraw the RRGM Measure from the ballot if the City Council approves placing the Alternative Measure on the ballot as a City-initiated measure. Attachment B is a copy of the Alternative Measure and Attachment C is the Alternative Measure with highlights in yellow showing changes made from the RRGM Measure.

The RRGM Measure contains a number of provisions that are not in compliance with State law based on the legal analysis obtained by the City (see discussion below). The Alternative Measure contains all the same provisions and, in addition, makes one modification to the RRGM Measure that, in staff's opinion and based on the legal analysis, makes the Alternative Measure even less compliant with State law.

The University of Redlands believes that the Alternative Measure, if it were to pass, would allow for the University of Redlands' University Village project to proceed while the RRGM Measure would not. For this reason, the University has requested that the City Council sponsor and approve the placement of the Alternative Measure on the November ballot as a City-initiated measure.

Legal Analysis

RRGM Measure: A legal analysis of the RRGM Measure was prepared by the law firm of Devaney, Pate, Morris, & Cameron, LLP (the "DPMC Report) and presented to the City Council for the August 3, 2021 meeting. The DPMC Report (Attachment D) reviewed the RRGM Measure for general compliance with the state law governing procedural and substantive requirements for citizen-sponsored initiative measures, and specifically, the initiative's compliance with California SB 330, otherwise known as the Housing Crisis Act of 2019 (the "Housing Crisis Act").

The Housing Crisis Act declared a statewide housing emergency to be in effect until January 2025. It was subsequently extended to 2030. Among other provisions, the Housing Crisis Act prohibits cities from enacting restrictions on new housing development, where housing is an allowable use, if the new restriction would do the following:

- Change a General Plan land use designation to a less intensive use or reduce intensity of land use below what was allowed by the General Plan

as of January 1, 2018. The definition of “less intensive use” under the Housing Crisis Act "includes, but is not limited to, reductions to height, density, or floor area ratio, new or increased open space or lot size requirements, new or increased setback requirements, minimum frontage requirements, or maximum lot coverage limitations, or anything that would lessen the intensity of housing."

- Apply non-objective standards established on or after January 1, 2020.

Below are some of the more significant conclusions made by the DPMC report.

1. Section 1A.30(c) reduces the number of stories in the downtown Transit Village, thereby resulting in a reduction of permitted residential density and thus resulting in a violation of the Housing Crisis Act (see pages 6 and 8 of DPMC report).
2. Section 1A.30(e) also reduces the number of stories permitted, thereby resulting in a reduction of permitted residential density and thus resulting in a violation of the Housing Crisis Act (see pages 6 and 8 of DPMC report)
3. Section 1A.30(e) applies a “non-objective” standard by requiring written consent from owners of adjacent single-family residential properties, thus resulting in violations of the Housing Crisis Act (see page 9 of DPMC report).
4. Section 1A.30(f) increases the parking requirements for residential projects in the Transit Village areas, which have the effect of lessening the intensity of housing, thus resulting in a violation of the Housing Crisis Act (see page 9 of DPMC report).
5. Section 4.2B eliminates the “related to Metrolink stations” exemption and the exemption for projects located in the Downtown Specific Plan. This is also arguably a violation of the Housing Crisis Act (see pages 10 and 11 of DPMC report).
6. Section 4.40s changes the 4/5 vote requirement to a 5/5 vote requirement to rezone land that is designated as Urban Reserve (changed to Resource Preservation in the 2035 General Plan) in the General Plan or that was in agricultural production on November 3, 1986. By increasing the vote requirement a lesser intensity of could result, and thus this provision could be interpreted as a violation of the Housing Crisis Act (see page 11 of DPMC report).

   The same provisions addressed above in the DPMC report above were carried over and incorporated into the Alternative Measure and create similar concerns with the Housing Crisis Act.

Alternative Measure: The Alternative Measure added the provision below, which was not part of the RRGM Measure.

> "All lands designated and/or zoned RESOURCE PRESERVATION in the City of Redlands 2035 GENERAL PLAN as adopted in 2017 shall conform to and meet the Rural Living standards as defined in Section 4.3, Land Use Classifications." This will significantly reduce the permitted residential

density and, based on staff's review, is a violation of the Housing Crisis Act.

Other Policy Issues

If the City Council approves the placement of the Alternative Measure on the ballot, all of its provisions will become part of the City's General Plan, including all of those detailed in the above legal analysis under the RRGM and Alternative Measures. As sponsor, these provisions will have been adopted in the City's name by a City-initiated ballot measure as the City Council will have voted affirmatively to put all of these provisions before the voters for approval, with the knowledge that the provisions contained in both the RRGM Measure and the Alternative Measures that are addressed in the DPMC opinion may be and, in some cases, are in violation of State law.

There are at least several items that will be before the City Council for approval over the next year that will be impacted by this ballot measure should it be placed on the ballot and approved by the voters. First is the Transit Villages Specific Plan (TVSP). The TVSP allows buildings, or portions of buildings, up to four stories in areas closest to all three transit stations. By reducing the height limit to three stories for the downtown Transit Village, the implementation of the TVSP, which relies on denser development in the core areas around the stations, will be severely jeopardized. Denser development envisioned by the TVSP is simply not feasible with a three-story height limit. The City received over $1 million in grant money from the State of California to prepare the TVSP and the associated Environmental Impact Report. These funds could potentially be jeopardized.

Second, the recently adopted Housing Element requires significant amounts of land to be rezoned for residential use in order to make sufficient land available to meet our share of the Regional Housing Needs Assessment (RHNA). Virtually all vacant land remaining in the City was in agricultural production as of November 3, 1986. Similar to the RRGM Measure, the Alternative Measure would require a five-fifths (5/5) of the City Council to approve the rezoning of land that was in agricultural production as of November 3, 1986.

As stated in the Legal Analysis above, the Alternative Measure will reduce the permitted residential density in the Resource Conservation land use area on the General Plan Land Use Map from one (1) dwelling unit per acre (on land with slope less that 15%) to one (1) dwelling unit per five (5) acres. There are a large number of property owners who own developable property in this area that will have residential development capacity, and thus corresponding property value, reduced by up to 80%.

CEQA

Should the City Council decide to place the Alternate Measure on the ballot, that decision is exempt from CEQA pursuant to State CEQA Guidelines, section 15061(b)(3) because there is no possibility that the ballot measure could lead to a direct or reasonably foreseeable indirect impact to the environment. The Alternative Measure further restricts residential development within the City beyond Measure U and a further limitation on development would not have an impact on the environment. A Notice of Exemption has been prepared and is attached to this staff report (Attachment E).

ALTERNATIVES:

Do not approve placing the Alternative Measure on the ballot.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Brian Desatnik, Development Services Director

Fiscal Impact

Discussion:
N/A

Attachments

Attachment A: RRGM Measure
Attachment B: Alternative Measure
Attachment C: Alternative Measure showing changes
Attachment D: RRGM Measure Legal Analysis
Attachment E: Notice of Exemption
Attachment F: Resolution 8317

RECEIVED

AUG 04 2020

Redlands City Clerk

NOTICE OF INTENT TO CIRCULATE PETITION

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of Redlands for the purpose of amending certain sections of Redlands General Plan 2035

A statement of the reasons of the proposed action as contemplated in the petition is as follows:

In 1997 the voters of the City of Redlands approved the General Plan amendment commonly known as Measure "U." The provisions of Measure U have been fully incorporated in the City's current General Plan 2035 in its current form which was enacted on December 5, 2017 (General Plan 2025). In order to assure that future development within the City of Redlands occurs in a way that is consistent with the established values and standards enacted by the people of Redlands that promote the social and economic well-being of the entire community, it is necessary to amend certain provisions of General Plan 2035 to:

a. Reduce costly urban sprawl and minimize future tax and utility rate increases while preventing the overcrowding of public school facilities , over-burdening public services such as police and fire, while providing adequate traffic circulation.
b. Preserve, protect and promote agricultural and open space uses
c. Preserve the vitality and character of historic and older neighborhoods
d. Preserve the vitality and character of the Historic Downtown- Packinghouse District as the primary source of City sales, business license and property tax revenues.
e. Ensure that sufficient developable land exists within the current City boundaries to meet projected housing needs, including housing for low and moderate income families, the handicapped and the elderly, while still preserving the City's quality of life.

We hereby request that a ballot title and summary by prepared.

William E. Cunningham 421 San Timoteo Cyn. Rd. Redlands 92373

RECEIVED
AUG 04 2020
Redlands City Clerk

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

TO THE HONORABLE CITY CLERK OF THE CITY OF REDLANDS:

We, the undersigned, registered qualified voters of the City of Redlands hereby propose this initiative measure to amend the City of Redlands Municipal Code. We petition you to submit this initiative measure to the City Council of the City of Redlands for adoption without change, or for submission to the voters of Redlands at a general election unless signatures equal to or in excess of 15% of the registered voters of the City are submitted, in which case if the City Council does not immediately adopt this initiative measure without change, we petition you to submit this initiative measure to the voters at a special election called according to law.

NOTICE OF INTENTION TO CIRCULATE INITIATIVE PETITION

We, the undersigned, registered qualified voters of the City of Redlands hereby propose this initiative measure to amend the City of Redlands Municipal Code. We petition you to submit this initiative measure to the City Council of the City of Redlands for adoption without change, or for submission to the voters of Redlands at a general election unless signatures equal to or in excess of 15% of the registered voters of the City are submitted, in which case if the City Council does not immediately adopt this initiative measure without change, we petition you to submit this initiative measure to the voters at a special election called according to law. We request that you immediately forward this Notice of Intent to the City Attorney for preparation of a ballot title and summary for the initiative ordinance set forth above.

Notice is hereby given by the persons whose names appear hereon of their intention to circulate a petition within the City of Redlands for the purpose of submitting an initiative measure to a vote of the people.

STATEMENT OF REASONS FOR THIS INITIATIVE MEASURE

In 1997 the voters of the City of Redlands approved the General Plan amendment commonly known as Measure "U." The provisions of Measure U have been fully incorporated in the City's current General Plan 2035 in its current form which was enacted on December 5, 2017 (General Plan 2025). In order to assure that future development within the City of Redlands occurs in a way that is consistent with the established values and standards enacted by the people of Redlands that promote the social and economic well-being of the entire community, it is necessary to amend certain provisions of General Plan 2035 to:

a. Reduce costly urban sprawl and minimize future tax and utility rate increases while preventing the overcrowding of public school facilities , over-burdening public services such as police and fire, while providing adequate traffic circulation.
b. Preserve, protect and promote agricultural and open space uses
c. Preserve the vitality and character of historic and older neighborhoods
d. Preserve the vitality and character of the Historic Downtown- Packinghouse District as the primary source of City sales, business license and property tax revenues.
e. Ensure that sufficient developable land exists within the current City boundaries to meet projected housing needs, including housing for low and moderate income families, the handicapped and the elderly, while still preserving the City's quality of life.

William E Cunningham
Redlanders for Responsible Growth Management

INITIATIVE ORDINANCE SUBMITTED BY THE PEOPLE OF REDLANDS AMENDING SECTIONS 1.A.0 , 4.2B AND 4.40s PRINCIPLES OF MANAGED GROWTH OF THE CITY OF REDLANDS GENERAL PLAN 2035

WHEREAS, more than 40 years ago, in 1978, the voters of the City of Redlands approved Proposition "R," which established an ordinance enacting certain standards and procedures relating to managing growth within the City of Redlands; and

WHEREAS, more than 30 years ago, in 1987, the voters of the City of Redlands approved Measure "N," which in relevant part enacted an ordinance which amended Proposition "R" to enhance the limitations established by Measure R and establish additional development standards within the City; and

WHEREAS, Measures R and N have been codified in the City of Redlands Municipal Code as Title 19, Growth Management; and

WHEREAS, in 1997 the voters of the City of Redlands approved the General Plan amendment commonly known as Measure "U" to assure consistency between the General Plan and growth management limitations and standards established by Measure R and N; and

WHEREAS, the provisions of Measure U have been fully incorporated in the City's current General Plan 2035 in its current form which was enacted on December 5, 2017 ("General Plan 2035); and

WHEREAS, in order to assure that future development within the City of Redlands occurs in a way that is consistent with the established values and standards enacted by the people of Redlands that promote the social and economic well-being of the entire community, it is necessary to amend certain provisions of General Plan 2035 to:

a. Reduce costly urban sprawl and minimize future tax and utility rate increases while preventing the overcrowding of public school facilities, over-burdening public services such as police and fire, while providing adequate traffic circulation.
b. Preserve, protect and promote agricultural and open space uses
c. Preserve the vitality and character of historic and older neighborhoods
d. Preserve the vitality and character of the Historic Downtown - Packinghouse District as the primary source of City sales, business license and property tax revenues.
e. Ensure that sufficient developable land exists within the current City boundaries to meet projected housing needs, including housing for low and moderate income families, the handicapped and the elderly, while still preserving the City's quality of life.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF REDLANDS DO ORDAIN AS FOLLOWS:

SECTION 1. GENERAL PLAN AMENDMENTS– The following provisions of the City's General Plan 2035, Sections1AO, 1A.30 , 4.2B and 4.40s are hereby amended to read in their entirety as follows (deletions are shown by ~~strikeout~~ and additions are <u>underlined</u>):

a. AMENDMENT OF GENERAL PLAN 2035 SECTION 1.A.0 PRINCIPLES OF MANAGED DEVELOPMENT
   1. 1A.10 PRINCIPLE ONE The cost of infrastructure required to mitigate the effects of development shall be paid by that new development.
      (a) Development fee policy. In accord with the provisions of California Government Code Sections 66000 et. Seq., all development projects as defined therein shall be required to pay the development fees to cover 100% of their pro rata share of the cost of any public infrastructure, facilities and services, including without limitation police and fire services, necessitated as a result of such development. The City Council shall set and determine development fees sufficient to cover 100% of the estimated cost of such public infrastructure, facilities and services based on appropriate cost-benefit analysis as required by the provisions of California law.
      (b) Socio-Economic Cost/benefit Study and Findings Required – Every development project proposal requiring a General Plan Amendment, Zoning Amendment, Subdivision Map, Specific Plan, Pre-Annexation Agreement for Outside City Utility Connections for non-contiguous properties, or for projects involving structures larger than 5000 square feet, Conditional Use Permit approval, shall submit a socio-economic analysis and cost/benefit study, which shall also be included in all environmental documents submitted to the extent permitted by law, identifying the source of funding for necessary public infrastructure and reflecting the effect of such development on the City, as part of the application process. The City Council shall publish notice of and hold at least one public hearing at which the public may appear and be heard to consider the socio-economic cost/benefit study. Approval of the development project shall only occur if the socio-economic study finds and determines to the satisfaction of the City Council that the development project 1) will not create unmitigated physical blight within the City or overburden public services, including without limitation the sufficiency of police and fire protection, and 2) the benefit of the development project to the City that may result. The City Council may, however, approve a development project for which the socio-economic study fails to make the required findings or determinations if the City Council finds and

determines upon a 4/5 vote of its total authorized membership that the benefits to the City from the development project outweigh the negative socio-economic effects that may result

1) For projects with a residential component the Cost portion of the Cost/Benefit Study for that component shall be determined by dividing the city General Fund Expenditure Budget by the City Population and multiplying that quotient by the projected population of the project.

(c) Impacts of New Development on Public Schools Shall Be Mitigated. -A mandatory component of the socio-economic cost/benefit studies shall be an analysis of the effect of the proposed development on public schools facilities and resources, and shall include proposed measures to mitigate any identified adverse impacts on school facilities to the greatest extent permitted under California law.

2. "1A.30 PRINCIPLE THREE – Land use classifications set forth in the Redlands General Plan provide for an appropriate range of densities for residential development and intensity of commercial and industrial development in the City of Redlands.

(a) Number of Land Use Classifications and Density Standards Shall Not Be Increased The density standards set forth in Paragraph 4.40 Residential Land Use Classifications, of Section 4.0 Land Use Element, of the Redlands General Plan shall not be increased, and no new residential land use except for the Transit Village Overlay Zone shall be added without a vote of the people.

(b) Prohibition of Transfers of Density – In order to assure that development occurs in a rational way, no transfer of residential development rights from lands other than those designated for single family residential shall be permitted, and then such transfers of single family residential density shall only be permitted to create or preserve agricultural open space, school or park uses.

(c) Buildings in the Downtown Transit Village and the University of Redlands Transit Village shall be limited to three (3) stories and a height of forty (40) feet from ground level to their highest point visible from the fronting street.

(d) Buildings in the Alabama Street, California Street and New York Street Transit Villages shall be limited to four (4) stories and fifty two (52) feet in height as measured form the ground level to their highest point as viewed from the fronting street.

(e) No building more than two stories in height shall be permitted adjacent to or contiguous with a single family dwelling absent written agreement of the dwelling owner(s) on file with the City.

(f) In multi-story structures with a residential living component in the five Transit Villages parking for two and more bedroom units shall be two covered parking spaces and for one bedroom and studio units one covered space. Every five units shall have one guest parking space.

(g) Non-residential hotels are permitted and can be developed anywhere in the five Transit Villages, height and size determined by the City Council and are exempt from 1.A.30 (c) and (d). "

b.. AMENDMENT OF GENERAL PLAN 2035 SECTION 4.40s

"No land undeveloped as of March 1, 1997 and designated in whole or in part as "Urban Reserve" or "Urban Reserve (Agriculture)" in the Redlands general plan in effect as of June 1, 1987, and/or any land parcel that was in active agricultural production on November 3, 1986 regardless of zoning shall be re-designated or rezoned to permit residential density greater the Estate Residential (R-E) classification as the same existed on June 1, 1987 in the Redlands City Zoning Ordinance unless the following mandatory findings are made by ~~four-fifths (4/5)~~ five fifths (5/5) vote of the total authorized membership of the City Council. ~~Land designated by the General Plan as Urban Reserve as of June 1, 1987 shall not exceed a density greater than permitted by the R-E zone designation unless otherwise approved by a 4/5 vote of the City Council.~~

1. There are substantial and overriding economic and social benefits to the City and its residents and taxpayers from the proposed density increase.
2. The proposed density increase will not cause adverse environmental impacts, either individually or cumulatively, directly or indirectly.
3. The proposed density increase will not covert viable agricultural land to non-agricultural uses.
4. The proposed density increase will not have a growth inducing effect on other property.
5. The resulting use will be compatible with uses on adjacent land.
6. The proposed density increase will not require substantial expansion of public infrastructure, facilities or services."

b. AMENDMENT OF GENERAL PLAN 2035 SECTION 4.2B PRINCIPLES OF MANAGED DEVELOPMENT:

B. EXEMPTIONS

1. Vested projects. This initiative measure shall not apply to or affect any property on which a vested right has been legally perfected and acquired prior to the Effective Date pursuant to state law.

2. Special Categories of Development. The provisions of this initiative measure shall not apply to the following:

A. New infill construction of single family homes on lots of record bounded by developed property as of March 1, 2020:

B. Rehabilitation, remodeling or additions to existing single family residential structures;

C. Reconstruction or replacement of any uses to the same density, intensity and classification of use as existed on the Effective Date, including non-conforming uses;

~~D. Development directly related to the proposed Metrolink stations in the City of Redlands, including one at the University of Redlands;~~

~~E. New development projects subject to Downtown Specific Plan 45, upon a four-fifths (4/5ths) vote of the total authorized membership of the City Council;~~

~~F.~~/D. Special, temporary or occasional uses of public streets including parades local sporting and cultural events, graduation ceremonies, approved school activities and other occasional public gatherings."

SECTION 2. DEFINITIONS

a. "Effective Date" shall mean the date on which this initiative measure was adopted by the City Council of the City of Redlands or on the date on which it was passed by the voters at the polls, whichever comes first.
b. Dwelling and "dwelling units" shall be defined as any single family residence, apartment or dwelling unit in a multi-unit structure, or mobile home.

SECTION 3. EXEMPTIONS FOR CERTAIN PROJECTS

A. This measure shall apply to all properties and projects covered by its terms, except it shall not apply to any development project which has obtained a vested right as of the effective date of this measure. For purposes of this measure , a vested right shall have been obtained only and if each and all of the following criteria are met:
   1. The proposed project has received a building permit or its final discretionary approval.
   2. Substantial expenditures have been incurred in good faith reliance on the permit or final discretionary approval.
   3. Substantial construction has been performed in good faith reliance on the permit or final discretionary approval.
B. The substantiality of expenditures incurred and of construction performed and the question of whether or not such expenditures and construction were in good faith are questions of fact to be determined on a case by case basis by the city council following application by the developer and notice of a public hearing. Actions taken by the developer to speed up or expedite a development project with knowledge of the pendency of this measure shall not be deemed in good faith and shall not qualify for vested rights. Phased projects shall be considered for exemption on a phase by phase basis to the extent permitted by California law. For purposes of section 19.04.060 of this chapter, with regard to water and sewer connections outside the city, an applicant shall qualify for a vested right only if the foregoing criteria are met after the applicant has obtained a sewer and water, commitment , or both if both are required, from the city (4 of Measure N, passed by voters 11-3-1987: 17 of Proposition R, passed by voters 11-7-1978)

C. This initiative measure is not intended, and shall not be applied or construed to authorize the City to exercise its powers in a manner which will take private property for public use without payment of just compensation, but shall be interpreted, applied and implemented so as to accomplish its purposes to the maximum constitutionally permissible extent without requiring payment of compensation.
D. If application of this initiative measure to a specific property of record as of the Effective Date would create a taking then the City Council may, upon application by the landowner, allow additional density or uses on such property, upon findings that the level of additional development permitted is the minimum necessary to avoid a taking, and no lesser level of development would be sufficient to avoid a taking.

SECTION 4. SEVERABILITY

A. In interpreting this initiative measure or resolving ambiguity thereof, the City Council and all other city entities charged with implementing or enforcing this initiative measure or any part of it, as well as any

reviewing court, shall interpret this initiative measure in the manner which most vigorously and effectively accomplishes its purposes and operative provisions.

B. If any portion of this initiative measure is hereafter determined to be invalid by a court of competent jurisdiction, all remaining portions of this initiative measure shall remain in full force and effect. Each section, subsection, sentence, phrase, part or portion of this initiative measure would have been adopted and passed irrespective of the fact that any one or more sections, subsections, sentences, phrases, parts or portions be declared invalid or unconstitutional.

SECTION 5. AMENDMENT AND REPEAL

This initiative measure and all of its provisions may be amended or repealed only by a majority vote of the electorate.

INITIATIVE ORDINANCE OF THE PEOPLE OF REDLANDS AMENDING SECTIONS 1A.0, 4.2B, 4.40s AND 4.42m OF THE PRINCIPLES OF MANAGED DEVELOPMENT OF THE CITY OF REDLANDS GENERAL PLAN 2035

WHEREAS, more than 40 years ago, in 1978, the voters of the City of Redlands approved Proposition "R," which established an ordinance enacting certain standards and procedures relating to managing growth within the City of Redlands; and

WHEREAS, more than 30 years ago, in 1987, the voters of the City of Redlands approved Measure "N," which in relevant part enacted an ordinance which amended Proposition "R" to enhance the limitations established by Measure R and establish additional development standards within the City; and

WHEREAS, Measures R and N have been codified in the City of Redlands Municipal Code as Title 19, Growth Management; and

WHEREAS, in 1997 the voters of the City of Redlands approved the General Plan amendment commonly known as Measure "U" to assure consistency between the General Plan and growth management limitations and standards established by Measure R and N; and

WHEREAS, the provisions of Measure U have been fully incorporated in the City's current General Plan 2035 in its current form which was enacted on December 5, 2017 (“General Plan 2035”); and

WHEREAS, in order to assure that future development within the City of Redlands occurs in a way that is consistent with the established values and standards enacted by the people of Redlands that promote the social and economic well-being of the entire community, it is necessary to amend certain provisions of General Plan 2035 to:

a. Reduce costly urban sprawl and minimize future tax and utility rate increases while preventing the overcrowding of public school facilities, over-burdening public services such as police and fire, while providing adequate traffic circulation.
b. Preserve, protect and promote agricultural and open space uses
c. Preserve the vitality and character of historic and older neighborhoods
d. Preserve the vitality and character of the Historic Downtown - Packinghouse District as the primary source of City sales, business license and property tax revenues.
e. Ensure that sufficient developable land exists within the current City boundaries to meet projected housing needs, including housing for low and moderate income families, the handicapped and the elderly, while still preserving the City's quality of life.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF REDLANDS DO ORDAIN AS FOLLOWS:

SECTION 1. GENERAL PLAN AMENDMENTS- The following provisions of the City's General Plan 2035, Sections 1A.0, 1A.10, 1.A.30, 4.2B, 4.40s and 4.42m, are hereby amended to read in their entirety as follows (deletions are shown by ~~strikeout~~ and additions are <u>underlined</u>):

a. AMENDMENT OF GENERAL PLAN 2035 SECTION 1A.0 PRINCIPLES OF MANAGED DEVELOPMENT

1. 1A.10 PRINCIPLE ONE: The cost of infrastructure required to mitigate the effects of development shall be paid by that new development.

(a)Development fee policy - In accord with the provisions of California Government Code Sections 66000 et. seq., all development projects as defined therein shall be required to pay the development fees to cover 100% of their pro rata share of the cost of any public infrastructure, facilities or services, including without limitation police and fire services, necessitated as a result of such development. The City Council shall set and determine development fees sufficient to cover 100% of the estimated cost of such public infrastructure, facilities and services based on appropriate cost-benefit analyses as required by the provisions of California law.

(b)Socio-Economic Cost/benefit Study and Findings Required - Every development project proposal requiring a General Plan Amendment, Zoning Amendment, Subdivision Map, Specific Plan, Pre-Annexation Agreement for Outside City Utility Connections for non-contiguous properties, or for projects involving structures larger than 5,000 square feet, Conditional Use Permit approval, shall submit a socio-economic analysis and cost/benefit study, which shall also be included in all environmental documents submitted to the extent permitted by law, identifying the source of funding for necessary public infrastructure and reflecting the effect of such development on the City, as part of the application process. The City Council shall publish notice of and hold at least one public hearing at which the public may appear and be heard to consider the socio-economic cost/benefit study. Approval of the development project shall only occur if the socio-economic study finds and determines to the satisfaction of the City Council that the development project 1) will not create unmitigated physical blight within the City or overburden public services, including without limitation the sufficiency of police and fire protection, and 2) the benefit of the development project to the City outweighs any direct cost to the City that may result. The City Council may, however, approve a development project for which the socio-economic study fails to make the required findings or determinations if the City Council finds and determines upon a 4/5 vote of its total authorized membership that the benefits to the City from the development project outweigh the negative socio-economic effects that may result.

1) For projects with a residential component, the Cost portion of the Cost/Benefit Study for that component shall be determined by dividing the city General Fund Expenditure Budget by the City Population and multiplying that quotient by the projected population of the project.

(c) Impacts of New Development on Public Schools Shall Be Mitigated -A mandatory component of the socio-economic cost/benefit studies shall be an analysis of the effect of the proposed development on public schools facilities and resources, and shall include proposed measures to mitigate any identified adverse impacts on school facilities to the greatest extent permitted under California law.

(d) Exception - The provisions of Section 1A.10 shall not apply to any development, or portion thereof, that is located within the University Street Transit Village, funded by and/or subsidized by the federal, state, or local governments, and subject to a master development permit.

2. 1.A.30 PRINCIPLE THREE - Land use classifications set forth in the Redlands General Plan provide for an appropriate range of densities for residential development and intensity of commercial and industrial development in the City of Redlands.

(a) Number of Land Use Classifications and Density Standards Shall Not Be Increased - The density standards set forth in Paragraph 4.40, Residential Land Use Classifications, of Section 4.0, Land Use Element, of the Redlands General Plan shall not be increased, and no new residential land use classification except for the Transit Village Overlay Zone shall be added, without a vote of the people.

(b) Prohibition of Transfers of Density - In order to assure that development occurs in a rational way, no transfer of residential development rights from lands other than those designated for single family residential shall be permitted, and then such transfers of single family residential density shall only be permitted to create or preserve agricultural, open space, school or park uses.

(c) Buildings in the Downtown Transit Village and the University Street Transit Village shall be limited to three (3) stories and a height of forty-three (43) feet from ground level to their highest point visible from the fronting street.

(1) Except: Those buildings that are located within ¼ mile of the transit station that is within the University Street Transit Village and that are subject to a master development plan shall be limited to four (4) stories and a height of sixty-eight (68) feet as measured from the ground level to their highest point visible from the fronting street**.**

(2) Except: No building more than two stories or (35) feet in height shall be permitted within an established and constructed single - family residential neighborhood.

(d) Buildings in the Alabama Street, California Street and New York Street Transit Villages shall be limited to four (4) stories and sixty-eight (68) feet in height as measured from the ground level to their highest point as viewed from the fronting street.

(e) No building more than two stories in height shall be permitted adjacent to a single-family dwelling absent written agreement of the dwelling owner(s); however, this section does not apply to properties across a public right of way.

(f) In multi-story structures with a residential living component in the five Transit Villages, parking for two or more bedroom units shall be two covered parking spaces and for one bedroom and studio units shall be one covered parking space. Every five units shall have one guest parking space.

Except: Parking for projects within ¼ mile of the transit station that is within the University Street Transit Village and that are subject to a master development permit shall be governed by a comprehensive parking management plan made part of the master development permit that establishes all required parking spaces.

(g) Non-residential hotels are permitted and can be developed anywhere in the five Transit Villages, height and size determined by the City Council and are exempt from 1.A.30(c) and (d).

3. AMENDMENT OF GENERAL PLAN 2035 SECTION 4.40s

No land undeveloped as of March 1, 1997 and designated in whole or in part as "Urban Reserve" or "Urban Reserve (Agriculture)" in the Redlands general plan in effect as of June 1, 1987, and/or any land parcel that was in active agricultural production on November 3, 1986 regardless of zoning shall be re-designated or rezoned to permit residential density greater than the Estate Residential (R-E) classification, as the same existed on June 1, 1987 in the Redlands City Zoning Ordinance unless the following mandatory findings are made and the re-designation or rezoning is approved by ~~four-fifths (4/5)~~ five fifths (5/5) vote of the total authorized membership of the City Council. ~~Land designated by the General Plan as Urban Reserve as of June 1, 1987 shall not exceed a density greater than permitted by the R-E zone designation unless otherwise approved by a 4/5 vote of the City Council.~~

1. There are substantial and overriding economic and social benefits to the City and its residents and taxpayers from the proposed density increase.

2. The proposed density increase will not cause adverse environmental impacts, either individually or cumulatively, directly or indirectly.

3. The proposed density increase will not covert viable agricultural land to non-agricultural uses.

4. The proposed density increase will not have a growth inducing effect on other property.

5. The resulting use will be compatible with uses on adjacent land.

6. The proposed density increase will not require substantial expansion of public infrastructure, facilities or services.

4. AMENDMENT OF GENERAL PLAN 2035 SECTION 4.42m

4.42m Density within all lands designated and/or zoned Resource Preservation in the City of Redlands 2035 GENERAL PLAN (Figure 4.5) adopted in 2017 shall be developed to the standards of the Rural Living classification as defined in Section 4.3 LAND USE, Land Use Classifications, Residential, Rural Living. ~~the Southeast Area Plan shall be as follows:~~

~~Slope Acres/Dwelling Unit~~

~~0-15% 1.0 acre~~

~~>15-30% 2.5 acre~~

~~>30% 10.0 to 5.0 acres~~

b. AMENDMENT OF GENERAL PLAN 2035 SECTION 4.2B
PRINCIPLES OF MANAGED DEVELOPMENT:

B. EXEMPTIONS

1. Vested projects. This initiative measure shall not apply to or affect any property on which a vested right has been legally perfected and acquired prior to the Effective Date pursuant to state law.

2.Special Categories of Development. The provisions of this initiative measure shall not apply to the following:

A. New individual infill construction of single family homes on existing lots of record bounded by developed property as of March 1, ~~1997~~ 2020:

B. Rehabilitation, remodeling or additions to existing single family residential structures;

C. Reconstruction or replacement of any uses to the same density, intensity and classification of use as existed on the Effective Date, including non-conforming uses;

~~D. Development directly related to the proposed Metrolink stations in the City of Redlands, including one at the University of Redlands;~~

~~E. New development projects subject to Downtown Specific Plan 45, upon a four-fifths (4/5ths) vote of the total authorized membership of the City Council;~~

~~F.~~ D. Special, temporary or occasional uses of public streets including parades local sporting and cultural events, graduation ceremonies, approved school activities and other occasional public gatherings.

SECTION 2. DEFINITIONS

a."Effective Date" shall mean the date on which this initiative measure was adopted by the City Council of the City of Redlands or on the date on which it was passed by the voters at the polls, whichever comes first.

b.“Dwelling” and “dwelling units” shall be defined as any single family residence, apartment or dwelling unit in a multi-unit structure, or mobile home.

SECTION 3. EXEMPTIONS FOR CERTAIN PROJECTS

A. This measure shall apply to all properties and projects covered by its terms, except it shall not apply to any development project which has obtained a vested right as of the effective date of this measure. For purposes of this measure, a vested right shall have been obtained only and if each and all of the following criteria are met:

1. The proposed project has received a building permit or its final discretionary approval.

2. Substantial expenditures have been incurred in good faith reliance on the permit or final discretionary approval.

3. Substantial construction has been performed in good faith reliance on the permit or final discretionary approval.

B. The substantiality of expenditures incurred and of construction performed and the question of whether or not such expenditures and construction were in good faith are questions of fact to be determined on a case by case basis by the City Council following application by the developer and notice of a public hearing. Actions taken by the developer to speed up or expedite a development project with knowledge of the pendency of this measure shall not be deemed in good faith and shall not qualify for vested rights. Phased projects shall be considered for exemption on a phase by phase basis to the extent permitted by California law. For purposes of section 19.04.060 of this chapter, with regard to water and sewer connections outside the city, an applicant shall qualify for a vested right only if the foregoing criteria are met after the applicant has obtained a water and sewer connection, commitment, or both if both are required, from the City (4 of Measure N, passed by voters 11-3-1987: 17 of Proposition R, passed by voters 11-7-1978).

C. This initiative measure is not intended and shall not be applied or construed to authorize the City to exercise its powers in a manner which will take private property for public use without payment of just compensation, but shall be interpreted, applied and implemented so as to accomplish its purposes to the maximum constitutionally permissible extent without requiring payment of compensation.

D. If application of this initiative measure to a specific property of record as of the Effective Date would create a taking then the City Council may, upon application by the landowner, allow additional density or uses on such property, upon findings that the level of additional development permitted is the minimum necessary to avoid a taking, and no lesser level of development would be sufficient to avoid a taking.

SECTION 4. SEVERABILITY

A. In interpreting this initiative measure or resolving ambiguity thereof, the City Council and all other city entities charged with implementing or enforcing this initiative measure or any part of it, as well as a reviewing court, shall interpret this initiative measure in the manner which most vigorously and effectively accomplishes its purposes and operative provisions.

B. If any portion of this initiative measure is hereafter determined to be invalid by a court of competent jurisdiction, all remaining portions of this initiative measure shall remain in full force and effect. Each section, subsection, sentence, phrase, part or portion of this initiative measure would have been adopted and passed irrespective of the fact that any one or more sections, subsections, sentences, phrases, parts or portions be declared invalid or unconstitutional.

SECTION 5. AMENDMENT AND REPEAL

This initiative measure and all of its provisions may be amended or repealed only by a majority vote of the electorate.

INITIATIVE ORDINANCE OF THE PEOPLE OF REDLANDS
AMENDING SECTIONS 1A.0, 4.2B, 4.40s AND 4.42m OF THE PRINCIPLES OF MANAGED DEVELOPMENT OF THE CITY OF REDLANDS GENERAL PLAN 2035

WHEREAS, more than 40 years ago, in 1978, the voters of the City of Redlands approved Proposition "R," which established an ordinance enacting certain standards and procedures relating to managing growth within the City of Redlands; and

WHEREAS, more than 30 years ago, in 1987, the voters of the City of Redlands approved Measure "N," which in relevant part enacted an ordinance which amended Proposition "R" to enhance the limitations established by Measure R and establish additional development standards within the City; and

WHEREAS, Measures R and N have been codified in the City of Redlands Municipal Code as Title 19, Growth Management; and

WHEREAS, in 1997 the voters of the City of Redlands approved the General Plan amendment commonly known as Measure "U" to assure consistency between the General Plan and growth management limitations and standards established by Measure R and N; and

WHEREAS, the provisions of Measure U have been fully incorporated in the City's current General Plan 2035 in its current form which was enacted on December 5, 2017 ("General Plan 2035"); and

WHEREAS, in order to assure that future development within the City of Redlands occurs in a way that is consistent with the established values and standards enacted by the people of Redlands that promote the social and economic well-being of the entire community, it is necessary to amend certain provisions of General Plan 2035 to:

a. Reduce costly urban sprawl and minimize future tax and utility rate increases while preventing the overcrowding of public school facilities, over-burdening public services such as police and fire, while providing adequate traffic circulation.
b. Preserve, protect and promote agricultural and open space uses
c. Preserve the vitality and character of historic and older neighborhoods
d. Preserve the vitality and character of the Historic Downtown - Packinghouse District as the primary source of City sales, business license and property tax revenues.
e. Ensure that sufficient developable land exists within the current City boundaries to meet projected housing needs, including housing for low and moderate income families, the handicapped and the elderly, while still preserving the City's quality of life.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF REDLANDS DO ORDAIN AS FOLLOWS:

SECTION 1. GENERAL PLAN AMENDMENTS- The following provisions of the City's General Plan 2035, Sections 1A.0, 1A.10, 1.A.30, 4.2B, 4.40s and 4.42m are hereby amended to read in their entirety as follows (deletions are shown by ~~strikeout~~ and additions are underlined):

a. AMENDMENT OF GENERAL PLAN 2035 SECTION 1A.0 PRINCIPLES OF MANAGED DEVELOPMENT

1. 1A.10 PRINCIPLE ONE The cost of infrastructure required to mitigate the effects of development shall be paid by that new development.
   (a) Development fee policy. In accord with the provisions of California Government Code Sections 66000 et. seq., all development projects as defined therein shall be required to pay the development fees to cover 100% of their pro rata share of the cost of any public infrastructure, facilities or services, including without limitation police and fire services, necessitated as a result of such development. The City Council shall set and determine development fees sufficient to cover 100% of the estimated cost of such public infrastructure, facilities and services based on appropriate cost-benefit analyses as required by the provisions of California law.
   (b) Socio-Economic Cost/benefit Study and Findings Required - Every development project proposal requiring a General Plan Amendment, Zoning Amendment, Subdivision Map, Specific Plan, Pre-Annexation Agreement for Outside City Utility Connections for non-contiguous properties, or for projects involving structures larger than 5,000 square feet, Conditional Use Permit approval, shall submit a socio-economic analysis and cost/benefit study, which shall also be included in all environmental documents submitted to the extent permitted by law, identifying the source of funding for necessary public infrastructure and reflecting the effect of such development on the City, as part of the application process. The City Council shall publish notice of and hold at least one public hearing at which the public may appear and be heard to consider the socio-economic cost/benefit study. Approval of the development project shall only occur if the socio-economic study finds and determines to the satisfaction of the City Council that the development project 1) will not create unmitigated physical blight within the City or overburden public services, including without limitation the sufficiency of police and fire protection, and 2) the benefit of the development project to the City outweighs any direct cost to the City that may result. The City Council may, however, approve a development project for which the socio-economic study fails to make the required findings or determinations if the City Council finds and determines upon a 4/5 vote of its total authorized membership that the benefits to the City from the development project outweigh the negative socio-economic effects that may result.

1) For projects with a residential component the Cost portion of the Cost/Benefit Study for that component shall be determined by dividing the city General Fund Expenditure Budget by the City Population and multiplying that quotient by the projected population of the project.

(c) Impacts of New Development on Public Schools Shall Be Mitigated. -A mandatory component of the socio-economic cost/benefit studies shall be an analysis of the effect of the proposed development on public schools facilities and resources, and shall include proposed measures to mitigate any identified adverse impacts on school facilities to the greatest extent permitted under California law.

(d) Exception: The provisions of Section 1A.10 shall not apply to any development, or portion thereof, that is located within the University Street Transit Village, funded by and/or subsidized by the federal, state, or local governments, and subject to a master development permit.

2. 1A.30 PRINCIPLE THREE - Land use classifications set forth in the Redlands General Plan provide for an appropriate range of densities for residential development and intensity of commercial and industrial development in the City of Redlands.

(a) Number of Land Use Classifications and Density Standards Shall Not Be Increased The density standards set forth in Paragraph 4.40 Residential Land Use Classifications, of Section 4.0 Land Use Element, of the Redlands General Plan shall not be increased, and no new residential land use classification except for the Transit Village Overlay Zone shall be added, without a vote of the people.

(b) Prohibition of Transfers of Density -In order to assure that development occurs in a rational way, no transfer of residential development rights from lands other than those designated for single family residential shall be permitted, and then such transfers of single family residential density shall only be permitted to create or preserve agricultural, open space, school or park uses.

(c) Buildings in the Downtown Transit Village and the University ~~of Redlands~~ Street Transit Village shall be limited to three (3) stories and a height of ~~forty (40)~~ forty-three (43) feet from ground level to their highest point visible from the fronting street.

(1) Except: Those buildings that are located within ¼ mile of the transit station that is within the University Street Transit Village and that are subject to a master development plan shall be limited to four (4) stories and a height of sixty- eight (68) feet as measured from the ground level to their highest point visible from the fronting street.

(2) Except: No building more than two stories or (35) feet in height shall be permitted within an established and constructed single - family residential neighborhood.

(d) Buildings in the Alabama Street, California Street and New York Street Transit Villages shall be limited to four (4) stories and ~~fifty-two (52)~~ sixty-eight (68) feet in height as measured from the ground level to their highest point as viewed from the fronting street.

(e) No building more than two stories in height shall be permitted adjacent to ~~or contiguous with~~ a single-family dwelling absent written agreement of the dwelling owner(s) ~~on file with the City~~; however, this section does not apply to properties across a public right of way.

(f) In multi-story structures with a residential living component in the five Transit Villages, parking for two or more bedroom units shall be two covered parking spaces and for one bedroom and studio units shall be one covered parking space. Every five units shall have one guest parking space.

Except: Parking for projects within ¼ mile of the transit station that is within the University Street Transit Village and that are subject to a master development permit shall be governed by a comprehensive parking management plan made part of the master development permit that establishes all required parking spaces.

(g) Non-residential hotels are permitted and can be developed anywhere in the five Transit Villages, height and size determined by the City Council and are exempt from 1.A.30(c) and (d).

3. AMENDMENT OF GENERAL PLAN 2035 SECTION 4.40s

No land undeveloped as of March 1, 1997 and designated in whole or in part as "Urban Reserve" or "Urban Reserve (Agriculture)" in the Redlands general plan in effect as of June 1, 1987, and/or any land parcel that was in active agricultural production on November 3, 1986 regardless of zoning shall be re-designated or rezoned to permit residential density greater than the Estate Residential (R-E) classification, as the same existed on June 1, 1987 in the Redlands City Zoning Ordinance unless the following mandatory findings are made and the re-designation or rezoning is approved by ~~four-fifths (4/5)~~ five fifths (5/5) vote of the total authorized membership of the City Council. ~~Land designated by the General Plan as Urban Reserve as of June 1, 1987 shall not exceed a density greater than permitted by the R-E zone designation unless otherwise approved by a 4/5 vote of the City Council.~~

1. There are substantial and overriding economic and social benefits to the City and its residents and taxpayers from the proposed density increase.

2. The proposed density increase will not cause adverse environmental impacts, either individually or cumulatively, directly or indirectly.

3. The proposed density increase will not covert viable agricultural land to non-agricultural uses.

4. The proposed density increase will not have a growth inducing effect on other property.

5. The resulting use will be compatible with uses on adjacent land.

6. The proposed density increase will not require substantial expansion of public infrastructure, facilities or services.

4. AMENDMENT OF GENERAL PLAN 2035 SECTION 4.42m

4.42m Density within all lands designated and/or zoned Resource Preservation in the City of Redlands 2035 GENERAL PLAN (Figure 4.5) adopted in 2017 shall be developed to the standards of the Rural Living classification as defined in Section 4.3 LAND USE, Land Use Classifications, Residential, Rural Living. ~~the Southeast Area Plan shall be as follows:~~

~~Slope Acres/Dwelling Unit~~

~~0-15% 1.0 acre~~

~~>15-30% 2.5 acre~~

~~>30% 10.0 to 5.0 acres~~

b. AMENDMENT OF GENERAL PLAN 2035 SECTION 4.2B
PRINCIPLES OF MANAGED DEVELOPMENT:

B. EXEMPTIONS

1. Vested projects. This initiative measure shall not apply to or affect any property on which a vested right has been legally perfected and acquired prior to the Effective Date pursuant to state law.

2. Special Categories of Development. The provisions of this initiative measure shall not apply to the following:

A. New individual infill construction of single family homes on existing lots of record bounded by developed property as of March 1, ~~1997~~ 2020:

B. Rehabilitation, remodeling or additions to existing single family residential structures;

C. Reconstruction or replacement of any uses to the same density, intensity and classification of use as existed on the Effective Date, including non-conforming uses;

~~D. Development directly related to the proposed Metrolink stations in the City of Redlands, including one at the University of Redlands;~~

~~E. New development projects subject to Downtown Specific Plan 45, upon a four-fifths (4/5ths) vote of the total authorized membership of the City Council;~~

~~F.~~ D. Special, temporary or occasional uses of public streets including parades local sporting and cultural events, graduation ceremonies, approved school activities and other occasional public gatherings."

SECTION 2. DEFINITIONS

a. "Effective Date" shall mean the date on which this initiative measure was adopted by the City Council of the City of Redlands or on the date on which it was passed by the voters at the polls, whichever comes first.
b. Dwelling and "dwelling units" shall be defined as any single family residence, apartment or dwelling unit In a multi-unit structure, or mobile home.

SECTION 3. EXEMPTIONS FOR CERTAIN PROJECTS

A. This measure shall apply to all properties and projects covered by its terms, except it shall not apply to any development project which has obtained a vested right as of the effective date of this measure. For purposes of this measure, a vested right shall have been obtained only and if each and all of the following criteria are met:
   1. The proposed project has received a building permit or its final discretionary approval.
   2. Substantial expenditures have been incurred in good faith reliance on the permit or final discretionary approval.
   3. Substantial construction has been performed in good faith reliance on the permit or final discretionary approval.

B. The substantiality of expenditures incurred and of construction performed and the question of whether or not such expenditures and construction were in good faith are questions of fact to be determined on a case by case basis by the city council following application by the developer and notice of a public hearing. Actions taken by the developer to speed up or expedite a development project with knowledge of the pendency of this measure shall not be deemed in good faith and shall not qualify for vested rights. Phased projects shall be considered for exemption on a phase by phase basis to the extent permitted by California law. For purposes of section 19.04.060 of this chapter, with regard to water and sewer connections outside the city, an applicant shall qualify for a vested right only if the foregoing criteria are met after the applicant has obtained a water and sewer connection, commitment, or both if both are required, from the city (4 of Measure N, passed by voters 11-3-1987: 17 of Proposition R, passed by voters 11-7-1978

C. This initiative measure is not intended and shall not be applied or construed to authorize the City to exercise its powers in a manner which will take private property for public use without payment of just compensation, but shall be

interpreted, applied and implemented so as to accomplish its purposes to the maximum constitutionally permissible extent without requiring payment of compensation.

D. If application of this initiative measure to a specific property of record as of the Effective Date would create a taking then the City Council may, upon application by the landowner, allow additional density or uses on such property, upon findings that the level of additional development permitted is the minimum necessary to avoid a taking, and no lesser level of development would be sufficient to avoid a taking.

SECTION 4. SEVERABILITY

A. In interpreting this initiative measure or resolving ambiguity thereof, the City Council and all other city entities charged with implementing or enforcing this initiative measure or any part of it, as well as a reviewing court, shall interpret this initiative measure in the manner which most vigorously and effectively accomplishes its purposes and operative provisions.

B. If any portion of this initiative measure is hereafter determined to be invalid by a court of competent jurisdiction, all remaining portions of this initiative measure shall remain in full force and effect. Each section, subsection, sentence, phrase, part or portion of this Initiative measure would have been adopted and passed irrespective of the fact that any one or more sections, subsections, sentences, phrases, parts or portions be declared invalid or unconstitutional.SECTION 5. AMENDMENT AND REPEAL

This initiative measure and all of its provisions may be amended or repealed only by a majority vote of the electorate.

ELECTIONS CODE SECTION 9212

REPORT ON VOTER APPROVAL OF AN INITIATIVE ORDINANCE OF THE PEOPLE OF REDLANDS AMENDING THE PRINCIPLES OF MANAGED DEVELOPMENT OF THE REDLANDS GENERAL PLAN

Presented August 3, 2021
Redlands City Council Meeting

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INTRODUCTION

On June 7, 2021, William E. Cunningham, representing Redlanders for Responsible Growth Management, filed with the Redlands City Clerk a petition for an initiative measure titled "*An Initiative Ordinance of the People of Redlands Amending the Principles of Managed Development of the Redlands General Plan ("Initiative").* On July 6, 2021, the City Clerk certified the petition.

After an initiative measure has been certified, California Elections Code Section 9212 provides, before taking other specified actions, that the City Council may order a report on the effect of the proposed measure to address any of the following: fiscal impact; effect on the City's general and specific plans, including the housing element and the consistency between planning and zoning; effect on land use, including the impact on availability and location of housing; infrastructure impact; impact on use of vacant parcels; and any other matters the Council requests to be in the report. The report must be presented to the City Council within 30 days after the City Clerk certifies to the City Council the sufficiency of the petition. (Elections Code Section 9212 (b)) After reviewing and considering the report, the City Council must either adopt the initiative measure without any amendments, or schedule a regular or special election for consideration of the initiative measure by the City's voters at that meeting, or within 10 days thereafter.

Upon the City Clerk's certification of the Initiative, the City Council of the City of Redlands took action calling for a report on the legal sufficiency of the Initiative. This report was prepared pursuant to the City Council's request, and focuses on legal issues related to the Initiative's compliance with the State law commonly referred to as Senate Bill No. 330 (Chapter 654; 2019), other relevant housing law, and general election law relating to initiative measures.

BACKGROUND AND SUMMARY OF INITIATIVE

A. Past Measures.

In 1978, the City's voters approved Proposition R, a citizen sponsored initiative measure, and zoning ordinance, in response to rapid residential development[1]. Proposition R was subsequently amended in 1987 by the voters' approval of the citizen sponsored initiative measure commonly known as Measure N.

Measure U, a third citizen sponsored initiative measure to manage growth, was approved by the voters in 1997, and amended the City's General Plan to include "Principles of Managed Development," and other growth management policies. These Principles and policies are fully incorporated in the City's General Plan 2035.

Additionally, Measure U reduced the development density of San Timoteo and Live Oak Canyons, established a housing mix, and established traffic levels of service. Measure U also specifically exempted development directly related to rail stations, and development projects within the Downtown Specific Plan 45 from the growth management policies. An urban growth boundary was also established.

[1] Measure R was adopted in 1978, followed by Measure N and Measure U. Measures R and N have been codified in the City of Redlands Municipal Code as Title 19, Growth Management.

B. The Initiative.

The Initiative purports to amend certain provisions of the City's General Plan 2035 for the purpose of assuring that future development within the City of Redlands occurs in a way that is consistent with the values and standards enacted by the people of Redlands through the establishment of the City's Growth Management System. Specifically, the Initiative amends Sections 1.A10, 1A.30, 4.2B and 4.40s of Measure U, and below is a summary of those amendments.

Sections 1.A10 and 1A.30 are included in Measure U's Principles of Growth Management. The Initiative amends Section 1.A10.B by modifying the Plan's requirement for the preparation of a socio-economic analysis and cost benefit study to include a formula applicable to residential components of project for determining the cost portion of the cost benefit study.

Section 1A.30 sets forth limitations on land use classifications and density standards. The Initiative amends this section to provide for an exemption for the Transit Village Overlay Zone with respect to the vote requirement related to density increases. Additionally, the Initiative establishes new height limits and parking requirements applicable to the Transit Village areas.

Section 4.2B provides exemptions for certain categories of development from the Principles of Managed Development which were established by Measure U. The Initiative deletes the exemption for development related to the Metrolink stations and for new developments subject to the Downtown Specific Plan 45.

Section 4.40 of Measure U limits the re-designation or rezoning of lands previously designated as Urban Reserve or Urban Reserve (Agriculture), or in active agricultural production, as of 1986. The Initiative increases the Council's vote requirement from 4/5th vote to a 5/5th vote requirement. Additionally, it deletes Measure U's density limitation on land designated by the General Plan as Urban Reserve as of June 1, 1987.

In addition to amending the above referenced portions of the General Plan, Section 3 of the Initiative establishes exemptions for certain projects from the Initiative's provisions. In summary, the exemptions apply to projects which have acquired vested rights in accordance with criteria established by the Initiative. It further states that actions taken by a developer to speed up or expedite a development project due to the pendency of this Initiative will not qualify for exemption from the Initiative's provisions.

Finally, the Initiative requires that any interpretation of its provisions shall be done in a manner which most vigorously and effectively accomplishes its purpose and operative provisions.[2]

SB 330 – Housing Crisis Act of 2019

In enacting the Housing Crisis Act of 2019, (the "Act"), the Legislature declared that California is experiencing a housing supply crisis and the legislation enumerates the resulting harm to the State and its residents caused by the housing crisis. The Act specifically declared a statewide housing emergency to be in effect until January 2025.

The specific intent of the Act is to do both of the following:

[2] Section 4A of the Initiative

(1) Suspend certain restrictions on the development of new housing during the period of the statewide emergency described in subdivisions (a) and (b).

(2) Work with local governments to expedite the permitting of housing in regions suffering the worst housing shortages and highest rates of displacement.

For the purpose of this analysis of the Initiative and its compliance with SB 330, the substantive portions of the Act begin with Government Code Section 66300 and are summarized as follows:

The Act applies to any "affected city" and includes the electorate of an affected city exercising its local initiative power whether that power is derived from the California Constitution, statute, or the charter or ordinances of the affected city. The Act prohibits an "affected city" from enacting certain restrictions on new housing development on land where housing is an allowable use. A summary of the major restrictions of the Act are:

- Changing a general plan land use designation to a less intensive use or reducing the intensity of land use below what was allowed by the governing general plan as of January 1, 2018. (Gov. Code section 66300, subd.(b)(1)(A))
- A moratorium on housing development, with an exception for threats to health and safety. (Gov. Code section 66300, subd.(b)(1)(B))
- Non-objective standards established on or after January 1, 2020. (Gov. Code section 66300, subd.(b)(1)(C))
- Numerical limits on new housing. (Gov. Code section 66300, subd.(b)(1)(D))

The Act specifically states that any development policy, standard, or condition enacted on or after the effective date of section 66300, that does not comply with the Act's requirements, shall be deemed void. (Gov. Code section 66300 (b)(2)).

The Act is intended to be construed so as to maximize the development of housing within the State, and any exception to the requirements of the Act, including an exception for the health and safety of occupants of a housing development, shall be construed narrowly.

However, the Act shall not be construed to void a height limit, urban growth boundary, or urban limit established by the electorate of an affected city, provided the height limit, urban growth boundary, or urban limit complies with the provisions relating to the reduction of intensity of land use. In other words, if any of the Initiative's provisions (e.g., height limitations) do not result in a reduction of the intensity of use below what was allowed in the general plan as of January 1, 2018 it will not be prohibited by the Act.

Finally, Section 14 of the Act specifically declares that the provision of adequate housing, in light of the severe shortage of housing at all income levels in California, is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, the provisions of the Act apply to all cities, including charter cities.

ANALYSIS

Preliminary Matters

1. Does the Initiative Comply with the General Law Governing Initiative Measures?

In addition to reviewing the Initiative for compliance with SB 330, the Initiative was also analyzed for consistency and compliance with the general law governing the procedural and substantive requirements for citizen sponsored initiative measures. Limitations on use of the initiative power can be established by the constitution (such as the single subject rule) or by case law (such as judicial decisions that initiatives are restricted to legislative acts and not adjudicatory acts). No deficiencies were found with respect to either type of limitation except to the extent the Initiative is preempted by SB 330 or other housing laws, as discussed herein. Specifically, the Initiative does not appear to run afoul of the single subject rule; the legislative act requirement; the requirement that initiatives be sufficiently certain (i.e. not so vague that it is unworkable); the prohibition on arbitrary or discriminatory measures, or the restriction on the exercise of powers reserved specifically to the City Council.

2. Is the City of Redlands an "affected city" under the Housing Crisis Act?

The City of Redlands has been designated as an "affected city" by the Department of Housing and Community Development in accordance with Government Code section 66300(e). (See "Affected Cities" pdf dated 12/27/19, page 8, on HCD website.)

3. Does the Housing Crisis Act Preempt the Initiative?

In determining the issue of preemption, the courts utilize a four step process. First, a determination is made as to whether the city ordinance at issue regulates an activity that can be characterized as a 'municipal affair.' Here, the regulation of zoning through an initiative directed at changing the City's General Plan is clearly a municipal affair. Second, there must be an actual conflict between local and state law. As discussed further in this analysis, the Initiative conflicts with the Act by its imposition of height restrictions, new parking regulations, and the imposition of third-party approvals of certain development proposals by adjacent landowners. Third, the state law must address a matter of 'statewide concern.' The legislature has specifically deemed the provision of adequate housing a matter of statewide concern. Finally, it must be determined that the law is 'reasonably related to ... resolution' of the statewide concern and is 'narrowly tailored' to avoid unnecessary interference in local governance. SB 330 is narrowly tailored to the type of land use restrictions which reduce or restrict the development of housing. Therefore, based on the application of this four part test, the Initiative is highly likely to be preempted by SB 330 because it imposes new land use restrictions beyond what was found in the City's General Plan 2035, and those restrictions would have the effect of reducing the development of affordable housing opportunities.

4. Does the Initiative Conflict with the Purpose of The Housing Crisis Act?

The Initiative amends certain provisions of the City's General Plan 2035 for the purpose of assuring that future development within the City of Redlands occurs in a way that is consistent with the values and standards enacted by the people of Redlands through the establishment of the City's Growth Management System. The principles of managed development and the associated policies established in the City's General Plan 2035 by Measure U are by their very

nature in conflict with the purpose and goals of the Act. The specific purposes of the Initiative are stated as follows:

a. Reduce costly urban sprawl and minimize future tax and utility rate increases while preventing overcrowding of public schools facilities, over-burdening public services such as police and fire, while providing adequate traffic circulation.
b. Preserve, protect and promote agricultural and open space uses.
c. Preserve the vitality and character of historic and older neighborhoods.
d. Preserve the vitality and character of the Historic Downtown – Packinghouse District as the primary source of City sales, business license and property tax revenues.
e. Ensure that sufficient developable land exists within the current City boundaries to meet projected housing needs, including housing for low and moderate income families, the handicapped and the elderly, while still preserving the City's quality of life.

The overall gist of the Initiative's purposes, consistent with the fundamental underlying principles of the City's growth management policies, is to limit the development of new housing. This is in direct conflict with the purpose of the Act's goal of fostering new housing development by suspending restrictions on development of new housing.

Notwithstanding the conflict between the Initiative's purpose and the purpose of the Act, the Act does not prohibit all growth management policies, development standards, and other local regulations. Specifically, the Act shall not be construed to void a height limit, urban growth boundary, or urban limit established by the electorate of an affected city, provided the height limit, urban growth boundary or urban limit complies with the provisions relating to the reduction of intensity of land use. Therefore, our analysis is confined as to whether any of the Initiative's provisions are specifically prohibited by the Act. However, our analysis does take into account the Act's intent that it be construed as to maximize the development of housing in the State.

Substantive Analysis of the Initiative

In analyzing whether any of the Initiative's provisions are prohibited by the Act, the principal "prohibition" of the Act is set forth in Government Code section 66300(b)(1), which states:

Notwithstanding any other law except as provided in subdivision (i), with respect to land where housing is an allowable use, an affected county or city shall not enact a development policy, standard or condition that would have any of the following effects:

(A) Changing the general plan land use designation, specific plan land use designation, or zoning or parcels of property to a less intensive use or reducing the intensity of land use within an existing general plan land use designation or zoning district below what was allowed under the land use designation and zoning ordinances of the affected county or city, as applicable, as in effect on January 1, 2018…

For the purposes of this paragraph, "less intensive use" includes, but is not limited to, reductions in height, density, or floor area ratio, new or increased open space or lot size requirements, or new or increased setback requirements, minimum frontage requirements or maximum lot coverage limitations, or anything that would lessen the intensity of housing.

Section 1.A10.B:

Section 1.A10(b) of the General Plan's principles of managed development requires the preparation of a socio-economic analysis and cost/benefit study of certain development proposals. The development proposal may not be approved unless there is a determination based on the study that the development will not create unmitigated physical blight within the City, or overburden public services, including without limitation, the sufficiency of police and fire protection, and a finding that the benefit of the development project to the City outweighs any direct cost to the City that may result.

The Initiative amends Section 1.A10(b) by modifying the Plan's requirement for the preparation of a socio-economic analysis and cost benefit study to include a formula applicable to residential components of a project to determine the cost portion of the cost benefit study. The modification adds the following language to Section 1.A10(b):

1) For projects with a residential component, the Cost portion of the Cost/Benefit Study for that component shall be determined by dividing the City General Fund Expenditure Budget by the City Population and multiplying the quotient by the projected population of the project.

The modification singles out residential components of a project and presumably would not apply to commercial, industrial, or other non-residential components. On its face, while targeting new residential housing, the modification does not appear to have the effect of reducing the intensity of land use and would not be prohibited by the Act.

It should be noted, however, that the *existing* requirement of a socio/economic study may violate not only the Act's requirement that only objective standards may be used to deny a project, but also the State's Density Bonus law.

Section 1A.30(a)

This section restricts the designation of new residential land use classifications and increases in density without a vote of the people. Chapter 4.5 of the General Plan includes a Transit Village Strategy which includes the designation of a Transit Village Overlay Zone ("TVOZ"). There are five Transit Villages proposed as part of the Transit Village Strategy – California Street Transit Village, Alabama Street Transit Village, New York Street Transit Village, Downtown Redlands Transit Village and the University of Redlands Transit Village[3].

The Initiative creates an exception to the restriction on new residential land use classifications and increases in density for properties within the TVOZ. While this section of the General Plan could be construed as a moratorium or similar restriction on housing development prohibited by the Housing Crisis Act[4], the amendment proposed by the Initiative does not have the effect of reducing density or restricting housing development. In fact, it would eliminate a restriction on housing development within the TVOZ, and appears to be consistent with the City Council's resolution passed in 2012 interpreting Measure U to permit the addition of the TVOZ land use designation to the City's General Plan 2035.[5]

[3] See Figure 4.7, Transit Village Concept, Redlands General Plan pg.4-33.
[4] Government Code section 66300(b)(B)(1)
[5] City Council Resolution No. 7173

Section 1A.30(c) and (d)

These sections are new additions to Section 1A.30 which establish height restrictions in the Transit Villages established in the General Plan. They are:

> *(c) Buildings in the Downtown Transit Village and the University of Redlands Transit Village shall be limited to three (3) stories and a height of forty (40) feet from ground level to their highest point visible from the fronting street.*
>
> *(d) Buildings in the Alabama Street, California Street and New York Street Villages shall be limited to four (4) stories and fifty-two feet in height as measured form [sic] the ground level to their highest point as viewed from the fronting street.*

The Housing Crisis Act defines a "less intensive use" as including reductions to height[6]. However, any reduction in intensity of use must be analyzed in comparison to the intensity of use (i.e. height restrictions) existing in the general plan land use designation or zoning ordinances in effect on January 1, 2018.

Chapter 4.5 of the General Plan contains the Transit Village Strategy which includes the designation of a Transit Village Overlay Zone. There are five Transit Villages proposed as part of the Transit Village Strategy – California Street Transit Village, Alabama Street Transit Village, New York Street Transit Village, Downtown Redlands Transit Village and the University of Redlands Transit Village. The Plan contemplates the development of a Transit Village Plan pursuant to the State of California's Transit Village Development Plans Act. The proposed Transit Village Plan will supplement the General Plan's Transit Village Strategy and include specific development standards applicable to the identified Transit Villages.

The General Plan contains a restriction on height for any proposed residential development in excess of 2 stories or greater than 35 feet in height. This restriction would apply to the Transit Villages. Any proposed development in excess of that standard may only be approved if certain mandatory findings are made and the project is approved by a 4/5th vote of the City Council. *(Redlands General Plan, pg. 4-10)*

For purposes of determining whether the height restrictions contained in the Initiative are prohibited by the Housing Crisis Act, the relevant comparison is with the General Plan's height restriction. The Initiative would limit development to 3 stories and 40 feet for the Downtown Transit Village and the University of Redlands Transit Village, and 4 stories and 52 feet for the Alabama, California, and New York Street Transit Villages. The General Plan allows for height limits in excess of these height restrictions, subject to a discretionary approval (a super-majority vote of the City Council). The Initiative would preclude the additional height allowed under the General Plan within the Transit Village areas, and thus would result in a "less intensive use." Based on this analysis, the Initiative's height restrictions set forth in 1A.30(c) and (d) would be prohibited by SB 330.

A reasonable alternative analysis, could conclude that the General Plan's height restriction is actually more restrictive than the Initiative. This analysis is based on the fact that the General Plan limits development in excess of 2 stories and 35 feet in height unless approved by the aforementioned discretionary process. The Initiative, by contrast, provides height limits in excess of 2 stories by right and these height limits are not subject to that discretionary process. Due to

[6] Government Code section 66300(b)(1)(A)

the by-right nature of the Initiative, a reasonable conclusion would be that the Initiative results in "greater intensity of use" than currently allowed under the General Plan's discretionary process. Therefore, under this alternative analysis, this provision of the Initiative might not be prohibited by SB 330.

Section 1A.30(e)

This section is a new addition to the City's General Plan 2035, and reads as follows:

(e) No building more than two stories in height shall be permitted adjacent to or contiguous with a single family dwelling absent written agreement of the dwelling owner(s) on file with the City.

As discussed above, the Housing Crisis Act considers a height restriction a less intensive use and prohibited if it is more restrictive than the existing height restrictions. In this case, again, the comparison is with the General Plan's height restriction. The Initiative's new requirement of obtaining approval of the adjacent property owner adds another layer of approval for any development which proposes a structure in excess of 2 stories. Therefore, this provision is prohibited by the Housing Crisis Act, as it constitutes a development policy which would have the effect of reducing the intensity of land use within an existing general plan land use designation below what was allowed under the land use designation in effect on January 1, 2018. The provision may also violate the Act's prohibition against the denial of a residential development project based on the application of non-objective standards.

Section 1A.30(f)

This section is a new addition to the City's General Plan 2035 and reads as follows:

(f) in multi-story structures with a residential living component in the five Transit Villages parking for two or more bedroom units shall be two covered parking spaces and for one bedroom and studio units one covered space. Every five units shall have one guest parking spaces.

The existing parking standards applicable to the Transit Villages are set forth in the Redlands Municipal Code. *(Redlands Municipal Code section 18.164.090)* The existing parking standards for multi-family dwellings are based on housing type and number of bedrooms. One bedroom units are required to provide one parking space, two bedroom units are required to provide 1.5 spaces and three bedroom units or more are required to two parking spaces. Additionally, all multi-family projects containing more than two units on a lot are required to provide one uncovered off-street parking space for every two units.

Parking standards are commonly known to constrain residential development. The Initiative's new parking standards increase the number of parking spaces required for two bedroom units, require that all required parking be covered, and add a guest parking requirement. While the Housing Crisis Act does not specifically delineate parking requirements as constituting a less intense use, the Act does refer to "...*anything that would lessen the intensity of housing..." (*emphasis added*)*. The Initiative's additional parking requirements constitute an additional constraint on residential development and constitute a development policy which would lessen the intensity of development. Therefore, these additional parking requirements would be prohibited by the Housing Crisis Act.

In addition to conflicting with the Housing Crisis Act, the parking standards established by the Initiative would also conflict with the State's density bonus law. The Density Bonus Law's parking requirements are 1.5 spaces for units with two bedrooms or more. *(Government Code section 65915(p)(1))*

General Plan 2035 Section 4.40s

Section 4.40s is a Measure U policy which restricts the re-designation or re-zoning of land "designated in whole or in part as "Urban Reserve" or "Urban Reserve (Agriculture) in the Redlands General Plan in effect as of June 1, 1987, and/or any land parcel that was in active agricultural production…" as of November 1986, without making specific findings and requiring a 4/5th vote to approve the re-designation or rezoning.

The Initiative changes the vote requirement to 5/5th, and deletes the following language from Section 4.40s:

> *Land designated by the General Plan as Urban Reserve as of June 1, 1997 shall not exceed a density greater than permitted by the R-E zone designation unless otherwise approved by a 4/5th vote of the City Council.*

The Housing Crisis Act prohibits development policies, standards, or conditions which would change a general plan land use designation to a less intensive use or reducing the intensity of land use *below* what is currently allowed under the general plan. Section 4.40s only applies where the affected property is to be re-designated or rezoned for a *higher* intensity of use. The Initiative modifies the current policy to require 5/5th vote to approve the higher density. While this may make approval of an increase in intensity of use more difficult, it does not in and of itself result in a less intensive use than is currently allowed. The language deleted from this section by the Initiative removes a limitation on density and does not result in a reduction of intensity of land use. Therefore, neither of these provisions of the Initiative would be prohibited by the Initiative[7].

However, the increased vote requirement could be reasonably argued to violate the spirit and intent of SB 330. A primary purpose of the Act is fostering new housing development by suspending restrictions on development of new housing. SB 330 prohibits anything that would lessen the intensity of use. In this case, greater intensity of use is allowed subject to a 4/5th vote. By increasing the vote requirement a lesser intensity of use results. Under this interpretation the Initiative's increase in the vote requirement would be prohibited by SB 330.

General Plan 2035 Section 4.2B

This section of Measure U provides for exemptions for certain categories of development from the Principles of Management Development that were established by Measure U. The Initiative deletes the exemption for:

> *D. Development directly related to the proposed Metrolink stations in the City of Redlands, including one at the University of Redlands.*

[7] The Housing Crisis Act also prohibits moratoriums or similar restrictions on housing development. However, this section does not preclude housing development but limits the future intensity of development that can occur through a re-designation or rezone.

E. New development projects subject to Downtown Specific Plan 45, upon a four-fifth (4/5) of the total authorized membership of the City Council.

The purpose of the Principles of Managed Development established by Measure U is to limit growth. This purpose is expressed in Measure U as it states that compliance with the growth management principles will result in a reduction in the population of the City and the reduction in number of residential units to be developed in the City. (Section 4.2 Principles of Management Development, General Plan pg. 4-4) Exemptions from these managed development principles can be reasonably argued to allow for greater intensity of use than would be allowed if the principles of managed development were to apply to the subject areas. The removal of the exemptions for the Metrolink stations and the Downtown Specific Plan 45 would result in a decrease in intensity than what is currently allowed under the General Plan. Therefore, these provisions of the Initiative arguably are prohibited by the Housing Crisis Act.

Section 3. Exemptions for Certain Projects

This section of the Initiative establishes exemptions from the Initiatives for projects which have vested rights. The criteria set forth in the Initiative for establishing "vested rights" is substantially consistent with the criteria established by California law. (*Avco Community Developers, Inc. v. South Coast Regional Commission*, 17 Cal. 3d 785,791 (1976))

However, in Section 3B the Initiative disqualifies a project from acquiring a "vested right" if the developer of a project takes actions *to speed up or expedite a development project with knowledge of the pendency of this measure.* This disqualification is not consistent with vesting rights as established by California law.

Additionally, the Initiative fails to include the vesting rights allowed by California law and the City of Redlands Municipal Code for development agreements and vested tentative maps. *(Redlands Municipal Code sections 18.220 and 17.13)*

Conclusions

As set forth in the above analysis, the following provisions of the Initiative may be prohibited by the Housing Crisis Act:

Sections 1A.30(c) and 1A.30(d), Section 1A.30(e), Section 1A.30(f) and Section 4.40s.

The Housing Crisis Act provides that any development policy, standard, or condition that does not comply with the Housing Crisis act is deemed void. Therefore, should the Initiative pass, these provisions would likely be deemed void if challenged.

The parking standards established by the Initiative in Section 1A.30(f) would also conflict with the State's density bonus law.

Notwithstanding the Initiative's exemption for "vested rights," projects with Development Agreements or Vested Tentative Maps would also qualify for exemption from the Initiative's enforceable provisions. Finally, it is highly unlikely that the Initiative's attempt to disqualify from "vested rights" those projects which were expedited prior to the implementation of the Initiative, would be enforceable.

Notice of Exemption

To: ☒ Clerk of the Board of Supervisors
County of San Bernardino
385 North Arrowhead Avenue
San Bernardino, CA. 92415-0130

☒ Office of Planning & Research
P.O. Box 3044
Sacramento, CA. 95812-3044

From: City of Redlands
Planning Division
P.O. Box 3005
Redlands, CA. 92373

Subject: ***Filing of Notice of Exemption in Compliance with Section 21152 of the Public Resources Code and CEQA Guidelines Sections 15061 & 15062.***

Project Title: Alternate Ballot Measure to the Redlanders for Responsible Growth Management Measure for the November 2022 Election

Project Applicant: City Redlands

Project Location - Address: Citywide
Project Location - City: Redlands, California
Project Location - County: San Bernardino County

Project Description: On June 21, 2022, the Redlands City Council voted to place a an alternate ballot measure on the November 2022 ballot regarding the City's Principles of Managed Growth in the General Plan. The alternate ballot measure has been proffered in lieu of the voter-initiated measure that the City Council voted to put on the November 2022 ballot last year. The City Council's alternate ballot measure would, like the voter-initiated measure, amend the current growth management policy to remove the 4/5^{ths} approval by the City Council; but, the City Council initiated alternate ballot measure would "not apply to any development, or portion thereof, that is located within, on or contiguous to the University Street Transit Village, of Redlands campus funded by and/or subsidized by the federal, and/or state, or local governments, and subject to a master development permit." While the City Council initiated alternate ballot measure exempts the University Street Transit Village from the provisions of the voter-initiated measure, development in this area must still comply with the General Plan, master development permit, and/or zone district regulations. There is no increase in development potential from the existing growth management policies and therefore there is no potential for any significant environmental impact.

Name of Public Agency Approving Project: City of Redlands

Name of Person or Agency Carrying Out Project: City of Redlands
This is to advise that on June 21, 2022, the City Council of the City of Redlands approved the above-referenced project, and made the following determination:

Exempt Status: (check one)

☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. State type and section number:
☐ Statutory Exemptions. State type and section number:
☒ Common Sense Exemption: 15061(b)(3)

Reasons why project is exempt:

The City Council initiated alternate ballot measure limits development beyond Measure U and is more restrictive than the existing growth control measures in the General Plan. The alternate ballot measure would exempt development associated with Redlands University from the provisions of the voter-initiated measure. As the alternate ballot measure is more restrictive than the existing growth control measures in the General Plan, and the development in the University Street Transit Village from the City Council must comply with CEQA and obtain a master development permit following the remainder of the existing growth management policies, there is no increase in development potential from the existing growth management policies and therefore there is no potential for any significant environmental impact.

Lead Agency: City of Redlands, Development Services Department
Contact Person: Brian Desatnik, Development Services Director
Telephone: (909)798-7555 (option 2)

This is to certify that the project documents and record of project approval are available to the general public and may be examined at the City of Redlands Development Services Department, Planning Division office, located at 35 Cajon Street, Suite 20, Redlands, CA 92373. The custodian of records is the City Planner, and may be contacted during regular business hours at (909) 798-7555 extension 2.

_____
Brian Desatnik
Development Services Director
June 21, 2022

☒ Signed by Lead Agency
☐ Signed by Applicant

RESOLUTION NO. 8317

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE THE ELECTION WITH THE STATEWIDE GENERAL ELECTION ON THE SAME DATE; AND FOR THE SUBMISSION OF A BALLOT MEASURE PROPOSING TO AMEND SECTIONS 1.AO, 4.2B, 4.40S AND 4.42M OF THE PRINCIPLES OF MANAGED DEVELOPMENT OF THE REDLANDS GENERAL PLAN 2035.

WHEREAS, under the provisions of the laws relating to General Law cities in the State of California, a General Municipal Election may be held on Tuesday, November 8, 2022, for the election of Municipal Officers; and

WHEREAS, on August 3, 2021, the City Council of the City of Redlands adopted Resolution No. 8241, acknowledging receipt of a certified petition titled "An Initiative Ordinance submitted by the People of Redlands Amending Sections 1.AO, 4.2B, and 4.40s Principles of Managed Growth of the Redlands General Plan 2035" (the "Original Initiative") and ordering the submission, without alteration, of the initiative ordinance to the qualified voters of the City at the City's November 2022 regular municipal election to be held on November 8, 2022; and

WHEREAS, the City Council of the City of Redlands has received a proposed alternative ballot measure negotiated by the University of Redlands with the authors of the Original Initiative titled "Initiative Ordinance of the People of Redlands Amending Sections 1.AO, 4.2B, 4.40s and 4.42m of the Principles of Managed Development of the Redlands General Plan 2035," which the University of Redlands has requested be placed on the November ballot by this City Council; and

WHEREAS, the University of Redlands has informed the City Council that the authors of the Original Initiative have agreed to withdraw their Original Initiative from the November ballot if this City council approves the alternative ballot measure; and

WHEREAS, it is now desire of this City Council to place the alternative ballot measure on the November 2022 ballot;

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

Section 1. That pursuant to the requirements of the laws of the State of California relating to General Law cities within said State there is called and ordered to be held in the City of Redlands, California, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of electing one Member of the City Council from District 1, one Member of the City Council from District 3 and one Member of the City Council from District 5, for the full term of four years.

Section 2. That the City Council submits the proposed ballot measure titled "An Initiative Ordinance of the People of Redlands Amending Sections 1.AO, 4.2B, 4.40s and 4.42m of the Principles of Managed Development of the Redlands General Plan 2035," to the qualified voters of the City, and shall do so in the form of the following question:

Shall the Initiative Ordinance of the People of Redlands Amending Sections 1.AO, 4.2B, 4.40s and 4.42m of the Principles of Managed Development of the Redlands General Plan 2035 be adopted?	Yes	
	No	

Section 3. That the text of the ordinance submitted to the voters is attached hereto as Exhibit "A" and made a part thereof.

Section 4. That the ballots to be used at the election shall be in form and content as required by law.

Section 5. That the City Clerk of the City of Redlands is hereby authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct said election.

Section 6. That the polls for said election shall be open at 7:00 A.M. of the day of said election and shall remain open continuously from said time until 8:00 P.M. of the same day when said polls shall be closed, except as provided in Section 14401 of the California Elections Code.

Section 7. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 8. That notice of the time and place of holding of the election is given and the City Clerk is hereby authorized, instructed, and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 9. That the Board of Supervisors of said County is hereby requested to issue instructions to the Registrar of Voters of said County to take any and all steps necessary for the consolidation of the General Municipal Election with said County election.

Section 10. That the Registrar of Voters of said County is authorized to canvass the returns of the General Municipal Election and provide necessary services pertaining to the election to be held on Tuesday, November 8, 2022.

Section 11. That the City Council of the City of Redlands recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs.

Section 12. That the City Clerk of the City of Redlands is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters of the County of San Bernardino.

ADOPTED, SIGNED AND APPROVED this 21st day of June, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 21st day of June, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

June 22, 2022

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

RE: ELECTION CONSOLIDATION

Enclosed is a certified copy of Resolution No. 8317 a resolution of the City Council of the City of Redlands, California, calling and giving notice of the holding of a General Municipal Election and requesting the Board of Supervisors of the County of San Bernardino to authorize the Registrar of Voters to canvass the returns and provide the necessary services pertaining to the election to be held on Tuesday, November 8, 2022.

In accordance with Section 9 of this resolution, we are requesting the Board of Supervisors to consent and agree to the consolidation of this general election.

Thank you in advance for your consideration.

Sincerely,

Jeanne Donaldson
City Clerk

JD:ms
Enclosure
xc: Registrar of Voters

EXHIBIT “A”

INITIATIVE ORDINANCE

INITIATIVE ORDINANCE OF THE PEOPLE OF REDLANDS AMENDING SECTIONS 1A.0, 4.2B, 4.40s AND 4.42m OF THE PRINCIPLES OF MANAGED DEVELOPMENT OF THE CITY OF REDLANDS GENERAL PLAN 2035

WHEREAS, more than 40 years ago, in 1978, the voters of the City of Redlands approved Proposition "R," which established an ordinance enacting certain standards and procedures relating to managing growth within the City of Redlands; and

WHEREAS, more than 30 years ago, in 1987, the voters of the City of Redlands approved Measure "N," which in relevant part enacted an ordinance which amended Proposition "R" to enhance the limitations established by Measure R and establish additional development standards within the City; and

WHEREAS, Measures R and N have been codified in the City of Redlands Municipal Code as Title 19, Growth Management; and

WHEREAS, in 1997 the voters of the City of Redlands approved the General Plan amendment commonly known as Measure "U" to assure consistency between the General Plan and growth management limitations and standards established by Measure R and N; and

WHEREAS, the provisions of Measure U have been fully incorporated in the City's current General Plan 2035 in its current form which was enacted on December 5, 2017 (“General Plan 2035”); and

WHEREAS, in order to assure that future development within the City of Redlands occurs in a way that is consistent with the established values and standards enacted by the people of Redlands that promote the social and economic well-being of the entire community, it is necessary to amend certain provisions of General Plan 2035 to:

a. Reduce costly urban sprawl and minimize future tax and utility rate increases while preventing the overcrowding of public school facilities, over-burdening public services such as police and fire, while providing adequate traffic circulation.
b. Preserve, protect and promote agricultural and open space uses
c. Preserve the vitality and character of historic and older neighborhoods
d. Preserve the vitality and character of the Historic Downtown - Packinghouse District as the primary source of City sales, business license and property tax revenues.
e. Ensure that sufficient developable land exists within the current City boundaries to meet projected housing needs, including housing for low and moderate income families, the handicapped and the elderly, while still preserving the City's quality of life.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF REDLANDS DO ORDAIN AS FOLLOWS:

SECTION 1. GENERAL PLAN AMENDMENTS- The following provisions of the City's General Plan 2035, Sections 1A.0, 1A.10, 1.A.30, 4.2B, 4.40s and 4.42m, are hereby amended to read in their entirety as follows (deletions are shown by ~~strikeout~~ and additions are <u>underlined</u>):

a. AMENDMENT OF GENERAL PLAN 2035 SECTION 1A.0 PRINCIPLES OF MANAGED DEVELOPMENT

1. 1A.10 PRINCIPLE ONE: The cost of infrastructure required to mitigate the effects of development shall be paid by that new development.

(a)Development fee policy - In accord with the provisions of California Government Code Sections 66000 et. seq., all development projects as defined therein shall be required to pay the development fees to cover 100% of their pro rata share of the cost of any public infrastructure, facilities or services, including without limitation police and fire services, necessitated as a result of such development. The City Council shall set and determine development fees sufficient to cover 100% of the estimated cost of such public infrastructure, facilities and services based on appropriate cost-benefit analyses as required by the provisions of California law.

(b)Socio-Economic Cost/benefit Study and Findings Required - Every development project proposal requiring a General Plan Amendment, Zoning Amendment, Subdivision Map, Specific Plan, Pre-Annexation Agreement for Outside City Utility Connections for non-contiguous properties, or for projects involving structures larger than 5,000 square feet, Conditional Use Permit approval, shall submit a socio-economic analysis and cost/benefit study, which shall also be included in all environmental documents submitted to the extent permitted by law, identifying the source of funding for necessary public infrastructure and reflecting the effect of such development on the City, as part of the application process. The City Council shall publish notice of and hold at least one public hearing at which the public may appear and be heard to consider the socio-economic cost/benefit study. Approval of the development project shall only occur if the socio-economic study finds and determines to the satisfaction of the City Council that the development project 1) will not create unmitigated physical blight within the City or overburden public services, including without limitation the sufficiency of police and fire protection, and 2) the benefit of the development project to the City outweighs any direct cost to the City that may result. The City Council may, however, approve a development project for which the socio-economic study fails to make the required findings or determinations if the City Council finds and determines upon a 4/5 vote of its total authorized membership that the benefits to the City from the development project outweigh the negative socio-economic effects that may result.

1) For projects with a residential component, the Cost portion of the Cost/Benefit Study for that component shall be determined by dividing the city General Fund Expenditure Budget by the City Population and multiplying that quotient by the projected population of the project.

(c) Impacts of New Development on Public Schools Shall Be Mitigated -A mandatory component of the socio-economic cost/benefit studies shall be an analysis of the effect of the proposed development on public schools facilities and resources, and shall include proposed measures to mitigate any identified adverse impacts on school facilities to the greatest extent permitted under California law.

(d) Exception - The provisions of Section 1A.10 shall not apply to any development, or portion thereof, that is located within the University Street Transit Village, funded by and/or subsidized by the federal, state, or local governments, and subject to a master development permit.

2. 1.A.30 PRINCIPLE THREE - Land use classifications set forth in the Redlands General Plan provide for an appropriate range of densities for residential development and intensity of commercial and industrial development in the City of Redlands.

(a) Number of Land Use Classifications and Density Standards Shall Not Be Increased - The density standards set forth in Paragraph 4.40, Residential Land Use Classifications, of Section 4.0, Land Use Element, of the Redlands General Plan shall not be increased, and no new residential land use classification except for the Transit Village Overlay Zone shall be added, without a vote of the people.

(b) Prohibition of Transfers of Density - In order to assure that development occurs in a rational way, no transfer of residential development rights from lands other than those designated for single family residential shall be permitted, and then such transfers of single family residential density shall only be permitted to create or preserve agricultural, open space, school or park uses.

(c) Buildings in the Downtown Transit Village and the University Street Transit Village shall be limited to three (3) stories and a height of forty-three (43) feet from ground level to their highest point visible from the fronting street.

(1) Except: Those buildings that are located within ¼ mile of the transit station that is within the University Street Transit Village and that are subject to a master development plan shall be limited to four (4) stories and a height of sixty-eight (68) feet as measured from the ground level to their highest point visible from the fronting street**.**

(2) Except: No building more than two stories or (35) feet in height shall be permitted within an established and constructed single - family residential neighborhood.

(d) Buildings in the Alabama Street, California Street and New York Street Transit Villages shall be limited to four (4) stories and sixty-eight (68) feet in height as measured from the ground level to their highest point as viewed from the fronting street.

(e) No building more than two stories in height shall be permitted adjacent to a single-family dwelling absent written agreement of the dwelling owner(s); however, this section does not apply to properties across a public right of way.

(f) In multi-story structures with a residential living component in the five Transit Villages, parking for two or more bedroom units shall be two covered parking spaces and for one bedroom and studio units shall be one covered parking space. Every five units shall have one guest parking space.

Except: Parking for projects within ¼ mile of the transit station that is within the University Street Transit Village and that are subject to a master development permit shall be governed by a comprehensive parking management plan made part of the master development permit that establishes all required parking spaces.

(g) Non-residential hotels are permitted and can be developed anywhere in the five Transit Villages, height and size determined by the City Council and are exempt from 1.A.30(c) and (d).

3. AMENDMENT OF GENERAL PLAN 2035 SECTION 4.40s

No land undeveloped as of March 1, 1997 and designated in whole or in part as "Urban Reserve" or "Urban Reserve (Agriculture)" in the Redlands general plan in effect as of June 1, 1987, and/or any land parcel that was in active agricultural production on November 3, 1986 regardless of zoning shall be re-designated or rezoned to permit residential density greater than the Estate Residential (R-E) classification, as the same existed on June 1, 1987 in the Redlands City Zoning Ordinance unless the following mandatory findings are made and the re-designation or rezoning is approved by ~~four-fifths (4/5)~~ five fifths (5/5) vote of the total authorized membership of the City Council. ~~Land designated by the General Plan as Urban Reserve as of June 1, 1987 shall not exceed a density greater than permitted by the R-E zone designation unless otherwise approved by a 4/5 vote of the City Council.~~

1. There are substantial and overriding economic and social benefits to the City and its residents and taxpayers from the proposed density increase.

2. The proposed density increase will not cause adverse environmental impacts, either individually or cumulatively, directly or indirectly.

3. The proposed density increase will not covert viable agricultural land to non-agricultural uses.

4. The proposed density increase will not have a growth inducing effect on other property.

5. The resulting use will be compatible with uses on adjacent land.

6. The proposed density increase will not require substantial expansion of public infrastructure, facilities or services.

4. AMENDMENT OF GENERAL PLAN 2035 SECTION 4.42m

4.42m Density within all lands designated and/or zoned Resource Preservation in the City of Redlands 2035 GENERAL PLAN (Figure 4.5) adopted in 2017 shall be developed to the standards of the Rural Living classification as defined in Section 4.3 LAND USE, Land Use Classifications, Residential, Rural Living. ~~the Southeast Area Plan shall be as follows:~~

~~Slope Acres/Dwelling Unit~~

~~0-15% 1.0 acre~~

~~>15-30% 2.5 acre~~

~~>30% 10.0 to 5.0 acres~~

b. AMENDMENT OF GENERAL PLAN 2035 SECTION 4.2B
PRINCIPLES OF MANAGED DEVELOPMENT:

B. EXEMPTIONS

1. Vested projects. This initiative measure shall not apply to or affect any property on which a vested right has been legally perfected and acquired prior to the Effective Date pursuant to state law.

2.Special Categories of Development. The provisions of this initiative measure shall not apply to the following:

A. New individual infill construction of single family homes on existing lots of record bounded by developed property as of March 1, ~~1997~~ 2020:

B. Rehabilitation, remodeling or additions to existing single family residential structures;

C. Reconstruction or replacement of any uses to the same density, intensity and classification of use as existed on the Effective Date, including non-conforming uses;

~~D. Development directly related to the proposed Metrolink stations in the City of Redlands, including one at the University of Redlands;~~

~~E. New development projects subject to Downtown Specific Plan 45, upon a four-fifths (4/5ths) vote of the total authorized membership of the City Council;~~

~~F.~~ D. Special, temporary or occasional uses of public streets including parades local sporting and cultural events, graduation ceremonies, approved school activities and other occasional public gatherings.

SECTION 2. DEFINITIONS

a."Effective Date" shall mean the date on which this initiative measure was adopted by the City Council of the City of Redlands or on the date on which it was passed by the voters at the polls, whichever comes first.

b.“Dwelling” and “dwelling units” shall be defined as any single family residence, apartment or dwelling unit in a multi-unit structure, or mobile home.

SECTION 3. EXEMPTIONS FOR CERTAIN PROJECTS

A. This measure shall apply to all properties and projects covered by its terms, except it shall not apply to any development project which has obtained a vested right as of the effective date of this measure. For purposes of this measure, a vested right shall have been obtained only and if each and all of the following criteria are met:

1. The proposed project has received a building permit or its final discretionary approval.

2. Substantial expenditures have been incurred in good faith reliance on the permit or final discretionary approval.

3. Substantial construction has been performed in good faith reliance on the permit or final discretionary approval.

B. The substantiality of expenditures incurred and of construction performed and the question of whether or not such expenditures and construction were in good faith are questions of fact to be determined on a case by case basis by the City Council following application by the developer and notice of a public hearing. Actions taken by the developer to speed up or expedite a development project with knowledge of the pendency of this measure shall not be deemed in good faith and shall not qualify for vested rights. Phased projects shall be considered for exemption on a phase by phase basis to the extent permitted by California law. For purposes of section 19.04.060 of this chapter, with regard to water and sewer connections outside the city, an applicant shall qualify for a vested right only if the foregoing criteria are met after the applicant has obtained a water and sewer connection, commitment, or both if both are required, from the City (4 of Measure N, passed by voters 11-3-1987: 17 of Proposition R, passed by voters 11-7-1978).

C. This initiative measure is not intended and shall not be applied or construed to authorize the City to exercise its powers in a manner which will take private property for public use without payment of just compensation, but shall be interpreted, applied and implemented so as to accomplish its purposes to the maximum constitutionally permissible extent without requiring payment of compensation.

D. If application of this initiative measure to a specific property of record as of the Effective Date would create a taking then the City Council may, upon application by the landowner, allow additional density or uses on such property, upon findings that the level of additional development permitted is the minimum necessary to avoid a taking, and no lesser level of development would be sufficient to avoid a taking.

SECTION 4. SEVERABILITY

A. In interpreting this initiative measure or resolving ambiguity thereof, the City Council and all other city entities charged with implementing or enforcing this initiative measure or any part of it, as well as a reviewing court, shall interpret this initiative measure in the manner which most vigorously and effectively accomplishes its purposes and operative provisions.

B. If any portion of this initiative measure is hereafter determined to be invalid by a court of competent jurisdiction, all remaining portions of this initiative measure shall remain in full force and effect. Each section, subsection, sentence, phrase, part or portion of this initiative measure would have been adopted and passed irrespective of the fact that any one or more sections, subsections, sentences, phrases, parts or portions be declared invalid or unconstitutional.

SECTION 5. AMENDMENT AND REPEAL

This initiative measure and all of its provisions may be amended or repealed only by a majority vote of the electorate.

"A City That Works"

City Council Meeting **K. 3.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8319 Setting Priorities for Filing of Written Arguments Regarding an Initiative Ordinance (City Clerk Donaldson)

MOTION(S):

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

I move to approve Resolution No. 8319.

RECOMMENDATION:

It is recommended that the City Council approve Resolution No. 8319, a resolution of the City Council of the City of Redlands, California, setting priorities for the filing of written arguments regarding a proposed ballot measure, titled "Initiative Ordinance of the People of Redlands Amending Sections 1.AO, 4.2B, 4.40s and 4.42m Principles of Managed Development of the Redlands General Plan 2035."

DISCUSSION:

Resolution No. 8319 is a resolution setting priorities for the filing of written arguments regarding a proposed ballot measure prepared by the University of Redlands titled, "Initiative Ordinance of the People of Redlands Amending Sections 1.AO, 4.2B, 4.40s and 4.42m Principles of Managed Development of the Redlands General Plan 2035," and ordering the submission, of the ballot measure to the qualified voters of the City at the City's November 8, 2022 regular municipal election.

The last day for receipt of primary arguments for or against the initiative ordinance, not exceeding 300 words, has been established at 5:00 P.M. on July 25, 2022 in the City Clerk's Office, Civic Center, 35 Cajon Street, Suite 4,

Redlands, California. The last day for receipt of rebuttal arguments not exceeding 250 words has been established at 5:00 P.M. on July 29, 2022, in the City Clerk's Office, Civic Center, 35 Cajon Street, Suite 4, Redlands, California.

ALTERNATIVES:

The City Council may consider Resolution No. 8319 on July 5, 2022.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

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

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

There is no impact to the General Fund for setting priorities for filing a written argument, for or against, a voter initiative petition ordinance, scheduled to be on the November 8, 2022 ballot.

Attachments

Resolution No. 8319 Setting Priorities for Arguments

RESOLUTION NO. 8319

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA SETTING PRIORITIES FOR FILING A WRITTEN ARGUMENT REGARDING AN INITIATIVE ORDINANCE

WHEREAS, a General Municipal Election is to be held on Tuesday, November 8, 2022 pursuant to Resolution No. 8317, adopted June 21, 2022; and

WHEREAS, the City Council of the City of Redlands has approved Resolution No. 8317, acknowledging receipt of a proposed alternative ballot measure negotiated by the University of Redlands with the original authors of a similar initiative ordinance which alternative measure has been placed on the November ballot, titled "Initiative Ordinance of the People of Redlands Amending Sections 1.AO, 4.2B, 4.40s and 4.42m Principles of Managed Development of the Redlands General Plan 2035," and ordering the submission of that alternative ballot measure to the qualified voters of the City at the City's November 8, 2022 regular municipal election;

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

Section 1. That the last day for receipt of primary arguments for or against the initiative ordinance, not exceeding 300 words, has been established at 5:00 P.M. on July 25, 2022 in the City Clerk's Office, Civic Center, 35 Cajon Street, Suite 4, Redlands, California, and signed by each proponent and by each author, if different, of the argument in conformance with provisions of Section 9600 of the California Elections Code. Arguments may be changed or withdrawn by their proponents at any time prior to and including the final date fixed for filing arguments.

Section 2. That pursuant to Sections 9220 and 9285 of the California Elections Code, when the City Clerk has selected the arguments for and against the measure which will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The authors may prepare and submit rebuttal arguments not exceeding 250 words. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

Section 3. That the last day for receipt of rebuttal arguments not exceeding 250 words has been established as 5:00 P.M. on July 29 2022, in the City Clerk's Office, Civic Center, 35 Cajon Street, Suite 4, Redlands, California, and signed by each proponent and by each author, if different, of the rebuttal argument in conformance with the provisions of Section 9600 of the California Elections Code. Rebuttals may be changed or withdrawn by their proponents at any time prior to and including the final date fixed for filing rebuttals.

Section 4. That the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure showing the effect of the measure on the existing law and the operation of the measure. The impartial analysis shall be filed by the date set by the City Clerk for the filing of primary arguments.

ADOPTED, SIGNED AND APPROVED this 21st day of June, 2022

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution No. 8319 was duly adopted by the City Council at a regular meeting thereof held on the 21st day of June, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

"A City That Works"

City Council Meeting **K. 4.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Professional Services Agreements for Property Tax and Sales Tax Consulting/Audit Services with Hdl Coren & Cone in a total amount not-to-exceed $59,925.00, for a period of three (3) years with two (2) one-year options to extend under similar terms, and the HdL Companies for a period of three (3) years with two (2) one-year options to extend under similar terms for sales, use and transaction tax consulting services in a total amount not-to-exceed $25,200, and an additional one-time fee of 15% of any new sales, transaction, and/or use tax revenue received by the City as a result of audit and recovery services performed (Management Services/Finance Director Garcia)

MOTION(S):

1. I move to approve a professional services agreement for property tax consulting/audit services with HdL Coren & Cone in a total amount not-to-exceed $59,925.00, or $19,975.00 annually, for a period of three (3) years with two (2) one-year options to extend under similar terms.

2. I move to approve a professional services agreement with HdL Companies, for a period of three (3) years with two (2) one-year options to extend under similar terms for sales, use and transaction tax consulting services in a total amount not-to-exceed $25,200, or $8,400 annually, and an additional one-time fee of 15% of any new sales, transaction, and/or use tax revenue received by the City as a result of audit and recovery services performed.

RECOMMENDATION:

Staff recommends the City Council approve agreements with HdL Coren and Cone and HdL Companies for property tax and sales tax consulting/audit services. Staff is recommending single source procurement of these services based on the quality and extent of work previously performed by these

contractors on behalf of the City, as well as their knowledge and expertise, and extensive public agency client base.

DISCUSSION:

HdL Coren and Cone and HdL Companies provides audit and information services related to property taxes and has an extensive database consisting of more than 20 years of historical county property tax information. HdL Coren and Cone currently services 205 clients in California and offers a proprietary web-based software that provides access to monthly changes in ownership, deed recordings and other data affecting property tax levels.

Services provided by HdL Coren & Cone are detailed in 'Exhibit A' to the agreement and include:

- Interactive estimates of property tax revenues that can be modeled on initial and refined assumptions
- Successor Agency tax increment projections and cash flows
- Online access to property tax data, including the ability to geo-code areas for in-depth economic analysis and trending
- Audits of secured and unsecured property tax rolls to ensure each is coded to the appropriate taxing entity
- On-going consultative services, including on-call assistance with any property tax-related issues

HdL Coren and Cone proposes a monthly fee in line with previous charges for service of $18,250 annually for a period of three (3) years based on the number of parcels within City limits. This fee amount has remained unchanged since 2004. HdL Coren and Cone has extensive knowledge of the City's property tax base and their past performance has indicated high value and quality delivered to the City.

HdL Companies provides audit and consulting services for sales, use and transaction tax revenue. Through its sales tax audit efforts since 2012, it has recovered over $1.2 million in sales tax for the City. These recoveries are made possible through HdL's work detecting and documenting misallocations of sales and use tax activity within the time limitations set by the Board of Equalization. HdL maintains the largest privately held sales tax database, containing 28 years of Redlands-specific data and has up-to-date knowledge of the City's tax base, including aspects related to the Citrus Plaza / Mountain Grove retail establishments.

Services provided by HdL are detailed in 'Exhibit A' to the agreement and include:

- Identification of tax allocation errors and revenue maximizing opportunities
- Recovery of misallocated revenue
- Quarterly sales tax reports, analytics, meetings

- Online access to sales tax data, including the ability to geo-code business areas for in-depth economic analysis
- Provision of detailed budget projections and monitoring for sales and use tax revenues
- Preparation of legislative updates and support

HdL proposes a monthly fee of $700, $8,400.00 annually, for these services, and 15% of any new sales or use tax revenues received as a result of audit work performed on the City's behalf. The agreement is for a period of three (3) years and each year not-to-exceed $8,400.00. This amount does not reflect the one-time 15% fee on all new sales and use tax revenue received by the City as a result of audit and recovery work performed by HdL. These fees are not billed until any misallocated revenues are received by the City.

ALTERNATIVES:

The Council may reject the single source agreements with HdL and HdL Coren & Cone and direct staff to pursue procurement through a Request for Proposals process. However, there is only one other service provider for sales and/or property tax management and analysis, but they do not offer the array of services nor the access to past data that HdL and HdL Coren & Cone provide to the Cty.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:

Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:

Charles M. Duggan, Jr., City Manager

REVIEWED BY:

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

Fiscal Impact

Fiscal Year: 2023

Appropriation Required Y/N: No

Budgeted Y/N: Yes

Discussion:

Funding for the Professional Services Agreement for Sales, Use and Transactions Tax Audit and Information Services with Hinderliter, De Llamas and Associates (HdL) in the amount of $7,800 annually is included in the Departments' FY 2023 and 2024 Budget Request. Future year amounts will be included with subsequent budget requests.

Funding for the Professional Services Agreement for Property Tax Consulting/Auditing Services with HdL Coren & Cone in the amount of $18,250 is included in the Departments' FY 2023 and 2024 Budget Request. Future year amounts will be included with subsequent budget requests.

Funding for recoveries of additional sales tax revenues are based on actual amounts received by the City and are limited to a one-time fee of 15% of the amount recovered.

Attachments

Property Tax Service Agreement

Sales Tax Service Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of property tax management, information and audit services ("Agreement") is made and entered in this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and HdL Coren & Cone, 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 property tax management information and audit 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 Danielle Garcia, Director of Management Services, 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.

4.2 The term of this Agreement shall be for a period of three (3) years from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The compensation for the Consultant's performance of the Services will be the amount of fifty-nine thousand nine hundred twenty-five dollars ($59,925.00) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance for the Services will be the amount of nineteen thousand nine hundred seventy-five dollars ($19,975.00) for the first Extended Term; and nineteen thousand nine hundred seventy-five dollars ($19,975.00) for the second Extended Term, bringing the total possible amount of compensation to ninety nine thousand eight hundred seventy-five dollars ($99,875.00). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by this reference

Consultant may adjust its Based Fix Fee pursuant to the California Consumer Price Index as set forth in Exhibit "B". Fees for the identification and correction of errors are compensated on a contingent basis, Consultant shall receive 25 percent of general fund or tax increment property tax revenue or other revenues attributable to City recovered or reallocated as set forth in Exhibit "B".

5.2 Consultant shall submit quarterly 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	HDL Coren & Cone
City of Redlands	Paula Cone, President
35 Cajon Street	120 S. State College Boulevard

P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

Brea, CA 92821
Phone: 714-879-5000

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

Services being performed by the assignee or subcontractor.

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such

matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

HDL COREN & CONE

By: _____
Paula Cone, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

Services provided include property tax management service, secured and unsecured parcel audits, assessment district processing, budget projections, Successor Agency support, and bond fiscal analysis.

Reports and Management Analyses (1)

Consultant will provide the following reports. Reports are also available from prior years if required.

• A five-year history of the values within the City, Successor Agency and custom (city defined) geographic area;
• A listing of the largest value changes, positive and negative between tax years;
• A listing of the major property owners, including the assessed value of their property and property use code designation;
• A listing of the major property tax payers, including an estimate of the property taxes;
• A listing of property tax transfers which occurred since the lien date ordered by month;
• A multiple year comparison of growth by use code designation over a 10-year period;
• Calculate an estimate of property tax revenue anticipated to be received for the fiscal year based upon the initial information provided by the County and subject to modification. This report is interactive for tax modeling. This estimate shall not be used to secure the indebtedness of the City.
• Property sales information, and Proposition 8 exposure and recapturing potential
• Budget forecasting model for 1 and 5-year projections for General Fund, Successor Agency and VLF In Lieu Revenues.

(1) Reports are based upon property tax information obtained from your county and supplemented by additional information from third parties. Some reports are dependent upon the availability of county data in electronic format.

Successor Agency Services including but not limited to:

• Tax increment projections by project area and for the Successor Agency

• Cash flows for the Successor Agency as requested

• Assistance with Redevelopment Obligation Payment Schedules as requested (additional charges may be required)

• Estimates of property tax revenues to be received by the City as requested

• Monitor the County distribution of tax-sharing revenues to the City and to taxing entities of the former redevelopment agency

• Coordinate as necessary with the Auditor-Controller the relationship between the tax-sharing, debt service and other obligations of former redevelopment agency

Monthly/Quarterly Reports and System Updates

• A listing of property tax appeals filed on properties in the City where data is available for purchase from the Clerk of the Board.

• A listing of property transfers that have occurred since the last report will be available through the software provided and updated on a monthly basis.

Web-Based Software

• Consultant provides a web-based software application to clients as a user-friendly tool to access the City's property tax data. Consultant provides updates to the data portion of the product on monthly basis to reflect changes in ownership, updated appeals filings, and deed recordings.

• As modifications and enhancements are made to the program, clients receive the enhanced version of the software at no additional cost. Training will be provided to city staff within the first two months after the execution of the agreement for property tax management and audit services and is available annually for new staff members or staff requiring a refresher course. If additional training sessions are required, the fees in the compensation section under hourly fees will be charged.

EXHIBIT "B"

FEE SCHEDULE

Fee for Services

Consultant shall provide the Base Services described above, for a fixed annual fee of $19,975 (invoiced quarterly)(“Based Fixed Fee”).

The Base Fixed Fee shall be adjusted annually starting in calendar year 2023 by the California Consumer Price Index (CCPI) for all items as determined by the California Department of Industrial Relations as measured February to February by the California All Urban Consumers index.

On-Going Consultation

During the term of the agreement, we serve as the resource staff to the County or agency on questions relating to property tax. This includes being "on-call" to assist with any property tax issues. On-going consultation would include, but not be limited to inquiries resolved through use of the City data base. All requests for information based upon the County’s property tax data sets are provided without additional costs. Special reports, additional research, or requests requiring additional computer programming requested by City in writing may be charged additional costs. Attendance at City and/or Successor Agency meetings at the written request of City will be billed at our hourly rates.

Fees for Optional Services shall be billed at the following hourly rates:
Partner $250 per hour
Principal $225 per hour
Programmer $200 per hour
Associate $175 per hour
Senior Analyst $125 per hour
Analyst $ 90 per hour
Administrative $ 70 per hour

Hourly rates for optional services are exclusive of expenses and are subject to adjustment by Consultant annually. On July 1st of each year starting in calendar year 2023, Consultant shall provide City with an updated schedule of hourly rates. The rates will not be increased by more than five percent (5%) per year.

Identification and Correction of Errors

Fees for the identification and correction of errors are on a contingent basis, Consultant shall receive twenty-five percent (25%) of general fund or tax increment property tax revenue or other revenues attributable to City recovered or reallocated which are directly or indirectly the result of an audit, analysis or consultation performed by Consultant (including but not limited to base year value audits; administration of tax sharing agreements; tax increment allocation reviews; county allocation reviews). Consultant shall separate and support said reallocation and provide City with an itemized invoice showing all amounts due as a result of revenue recovery or reallocation. City shall pay audit fees after Consultant's submittal of evidence that corrections have been made by the appropriate agency. Payment to Consultant shall be made within thirty

(30) days after City receives its first remittance advice during the fiscal year for which the correction applies.

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.

HDL COREN & CONE

By:_____ Date: _____

Paula Cone, President

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of audit services for sales, use and transaction tax revenue ("Agreement") is made and entered in this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Hinderliter de Llamas and Associates, 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 audit services for sales, use and transaction tax revenue 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 Danielle Garcia, Director of Management Services, 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.

4.2 The term of this Agreement shall be for a period of three (3) years from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The compensation for the Consultant's performance of the Services will be the amount of twenty-five thousand two hundred dollars ($25,200.00) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance for the Services shall be the amount of eight thousand four hundred dollars ($8,400.00) in addition to CPI costs for the first Extended Term; and eight thousand four hundred dollars ($8,400.00) in addition to CPI costs for the second Extended Term, bringing the total possible amount of compensation to the amount of forty-two thousand dollars ($42,000.00) in addition to CPI costs. For the Initial Term and each Extended Term, City shall pay the Consultant on a time and materials basis amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by this reference.

Consultant may adjust its Based Fix Fee pursuant to the Consumer Price Index as set forth in Exhibit "B".

Consultant shall be compensated fifteen percent (15%**)** of all new and recovered sales, use and transactions tax revenue received by the City as a result, in whole or in part, of the allocation audit and recovery services as set forth in Exhibit "B".

5.2 Consultant shall submit quarterly 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	HDL Companies Andy Nickerson, President

35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

120 S. State College Boulevard
Brea, California 92821
Phone: 714-879-5000

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such

matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

HINDERLITER DE LLAMAS AND ASSOCIATES

By: _____
Andy Nickerson, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Using confidential taxpayer records as authorized by Revenue and Taxation Code Section 7056, Consultant will identify and correct errors that result in underpayments of tax to the City. The firm will employ a series of analyses, comparisons with other data sources and physical field canvassing to find, document and submit for correction all taxpayer errors that result in lost City revenue or could result in lost revenue in the future. When errors are identified, Consultant staff will promptly file claims for their correction following CDTFA procedures. Thereafter, Consultant will work with CDTFA to ensure the prompt recovery of all escaped revenues. Documentation of errors will be regularly provided to the City.

In conducting these activities on behalf of the City, Consultant will provide reports that accurately depict the City's sales tax base, use tax collections and revenues. All reports, graphs, tables and revenue forecasts are designed to enhance the City's capacity to plan for, expand and manage its sales and use tax revenues. Reports identifying and comparing the retail composition of various sub-geographic areas of the City will also be provided.

Services also include:

A. SALES TAX AND ECONOMIC ANALYSIS SERVICES

1. Consultant shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the City for the most current and all quarters back to fiscal year 1984-1985 or earlier, if the City has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to generate special reports to the City on: major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.

2. Consultant shall provide updated reports following each calendar quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. Consultant shall meet quarterly with City.

3. Consultant shall additionally provide following each calendar quarter a summary analysis for the City to share with Council Members, Chambers of Commerce, other economic development interest groups and the public that analyze City's sales tax trends by major groups, and geographic areas without disclosing confidential information.

4. Consultant shall make available to City staff Consultant's web-based sales tax computer software program containing sellers permit and quarterly allocation information for all in-city business outlets registered with the Department of Tax and Fee Administration and updated quarterly. This software shall allow City staff to search businesses by street address, account

number, business name, business type and keyword, arrange data by geographic area, and print out a variety of reports.

B. ALLOCATION AUDIT AND RECOVERY SERVICES

1. Consultant shall conduct initial and on-going sales, use and transactions tax audits to identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales, use and transactions tax income for the City and/or recovering misallocated tax from previously properly registered taxpayers. Common errors that will be monitored and corrected include, but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors, misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.

2. Consultant shall initiate contacts with state agencies, and sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.

3. Consultant shall (i) prepare and submit to the Department of Tax and Fee Administration information for the purpose of correcting allocation errors that are identified and (ii) follow-up with individual businesses and the California Department of Tax and Fee Administration to promote recovery by the City of back or prospective quarterly payments that may be owing.

4. If during the course of its audit, Consultant finds businesses located in the CITY that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the City, Consultant may so advise City and work with those businesses and the City to encourage such changes.

Section 7056 – Confidentiality Requirements

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

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

A. CONSULTANT is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law.

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

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

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

EXHIBIT "B"

Fee Schedule Title

Consultant shall provide the sales tax and economic analysis services described in Exhibit “A” during the Initial Term of this agreement for a fee of **$8,400** annually, or $700.00 per month (hereinafter referred to as "monthly fee") commencing July 1, 2022. The monthly fee shall be invoiced quarterly in arrears and undisputed amounts shall be paid by City no later than 30 days after the invoice date. The monthly fee shall increase annually starting in calendar year 2023 by the percentage increase in the “CPI” for the preceding twelve-month period. In no event shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the “CPI” shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest City, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should cease to be published, any reasonably comparable index selected by Consultant.

B. Consultant shall be compensated fifteen percent (15%**)** of all new and recovered sales, use and transactions tax revenue received by the City as a result, in whole or in part, of the allocation audit and recovery services described in the above (hereafter referred to as “audit fee”), including without limitation, any reimbursement or other payment from any state fund and any point-of-sale misallocations.

1. The audit fee shall be paid even if City assists, works in parallel with, and/or incurs attorneys’ fees or other costs or expenses in connection with any of the relevant Services. Among other things, the audit fee applies to state fund transfers received for back quarter reallocations and monies received in the first eight consecutive reporting quarters following completion of the allocation audit by Consultant and confirmation of corrections by the California Department of Tax and Fee Administration. City shall pay audit fees upon Consultant’s submittal of evidence of Consultant’s work in support of recovery of subject revenue, including, without limitation, copies of CDTFA 549-S petition forms of any other correspondence between Consultant and the Department of Tax and Fee Administration or the taxpayer.

2. For any increase in the tax reported by businesses already properly making tax payments to City, it shall be Consultant’s responsibility to support in its invoices the audit fee attributable, in whole or in part, to Consultant’s Services.

C. Consultant shall invoice City for any optional consulting and other Services requested in writing and rendered to City based on the following hourly rates on a monthly or a quarterly basis at Consultant’s option. All such undisputed invoices shall be payable by City no later than 30 days following the invoice date. City shall not be invoiced for any consulting services totaling less than an hour in any month. The hourly rates in effect as of the Effective Date are as follows:

Principal $325 per hour
Programmer $295 per hour
Senior Analyst $245 per hour
Analyst $195 per hour

Hourly rates for optional services are exclusive of expenses and are subject to adjustment by Consultant annually. On July 1st of each year starting in calendar year 2023, Consultant shall provide City with an updated schedule of hourly rates. The rates will not be increased by more than five percent (5%) per year.

D. Consultant, with the consent of the City may divide any recovery bills in excess of $25,000 over a one (1) year period (Four (4) quarterly billings).

F. Consultant shall provide City with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which undisputed invoices shall be paid by CITY no later than 30 days following the invoice date

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.

HINDERLITER DE LLAMAS
AND ASSOCIATES

By:_____ Date: _____
Andy Nickerson, President

"A City That Works"

City Council Meeting **K. 5.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the FY 22/23 Municipal Utilities and Engineering Department Annual Purchase Orders (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move to approve the FY 22/23 Municipal Utilities and Engineering Department Annual Purchase Orders as itemized in the staff report for a total encumbered amount not-to-exceed $6,613,010.

RECOMMENDATION:

Staff recommends City Council determine that approval of the FY 22/23 Municipal Utilities and Engineering Department Annual Purchase Orders is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Staff further recommends approval of the FY 22/23 Municipal Utilities and Engineering Department Annual Purchase Orders.

DISCUSSION:

Staff recommends City Council approval for the FY 22/23 Municipal Utilities and Engineering Department (MUED) Annual Purchase Orders (PO) with ABBA, ACTenviro, Aerzen, Airgas, Alfa Laval, Babcock Laboratories, Brax, CalChem, CED, Cintas, CP Crowley, D&H Water Systems, Dukes Root Control, DXP Ent., Evantec, Fastenal, Ferguson, Golden Bell, Grainger, Groth, HACH, HERC, HD Supply, JCI, JWC Environmental, McMaster Carr, Montrose Environmental, Moyno, Safe Environmental Engineering, Pennco, Plumbers Depot., Polydyne, Quantum Analytical, Quantum Automation, R&B Automation, Rockwell Engineering, SSD, Sulzer, Tesco Controls, Unison, Univar, USA Blue Book, West Coast Arborist and Western Water Works. These vendors will provide washed utility sand and crushed aggregate base, joint utilities laboratory consumables, replacement equipment parts, supplies and

related items, water and wastewater treatment plant chemicals, Cla-Val supplies, equipment, accessories, chemicals and gases, maintenance support, equipment rentals, and related items on an as-needed basis. The following annual purchase orders are included in the FY 22/23 MUED budget request, and will be encumbered for a not-to-exceed total annual amount of $6,323,010.00 as described in the chart below.

Vendor	Not to Exceed Amount	Water (W)	Wastewater (WW)	Non-Potable Water	Agreement, Extension, Sole Source
Babcock Laboratories	$265,000.00	$160,000.00	$85,000.00	$20,000.00	Bid - Agreement
D&H Water Systems	$105,000.00	$50,000.00	$55,000.00		Bid
Safe Environment Eng. (Draeger Tube)	$30,000.00		$30,000.00		Bid
USA Bluebook	$145,000.00	$120,000.00	$25,000.00		Bid - Agreement
Western Water Works (Cla-Val)	$125,000.00	$125,000.00			Bid
Western Water Works (Distro Supplies)	$524,000.00	$500,000.00	$24,000.00		Bid
ACTenviro	$22,500.00	$7,500.00	$15,000.00		Extension
CED	$115,000.00	$90,000.00	$25,000.00		Extension
Evantec Scientific	$84,000.00	$42,000.00	$42,000.00		Extension
Montrose Environmental	$73,500.00	$5,000.00	$68,500.00		Extension
Quantum Analytical	$66,010.00	$2,500.00	$63,510.00		Extension
Quantum Automation	$62,500.00	$45,000.00	$17,500.00		Extension
West Coast Arborist	$50,000.00	$50,000.00			Extension
ABBA	$50,000.00		$50,000.00		Sole Source
Aerzen	$44,000.00		$44,000.00		Sole Source
Airgas	$45,000.00	$30,000.00	$15,000.00		Sole Source
Alfa Laval	$70,000.00		$70,000.00		Sole Source
Brax	$35,000.00		$35,000.00		Sole Source
Charles P. Crowley Co	$35,000.00		$35,000.00		Sole Source

D&H Water Systems	$184,000.00	$130,000.00	$54,000.00		Sole Source
Dukes Root Control	$53,000.00		$53,000.00		Sole Source
Ferguson	$430,000.00	$430,000.00			Sole Source
Golden Bell	$63,000.00		$63,000.00		Sole Source
Groth	$35,000.00		$35,000.00		Sole Source
HACH	$115,000.00		$115,000.00		Sole Source
JWC Environmental	$40,000.00		$40,000.00		Sole Source
NOV	$40,000.00		$40,000.00		Sole Source
Plumbers Depot	$125,000.00	$25,000.00	100,000.00		Sole Source
R&B Automation	$135,000.00	$90,000.00	$45,000.00		Sole Source
Rockwell Engineering & Equipment	$100,000.00		$100,000.00		Sole Source
DXP Enterprise	$45,000.00		$45,000.00		Sole Source
Sulzer	$190,000.00	$135,000.00	$55,000.00		Sole Source
Tesco Controls	$673,000.00	$458,000.00	$215,000.00		Sole Source
Unison	$180,000.00		$180,000.00		Sole Source
Unison (GC Media)	$90,000.00		$90,000.00		Sole Source
Cintas	$80,500.00	$42,500.00	$38,000.00		Omnia
Fastenal	$339,500.00	$239,000.00	$100,500.00		Omnia
Grainger	$91,500.00	$66,000.00	$25,500.00		Omnia
HERC	$88,000.00	$48,000.00	$40,000.00		Omnia
JCI (Cl2 gas)	$40,000.00	$40,000.00			Bid
McMaster Carr	$86,000.00	$45,000.00	$41,000.00		Bid
Olin (NaOCl 12.5%)	$295,000.00	$75,000.00	$220,000.00		Bid
Pennco (Ferric Chloride)	$130,000.00		$130,000.00		Bid
Polydyne (3 different Chemicals per bid)	$325,000.00	$65,000.00	$260,000.00		Bid
SSD (FCS)	$88,000.00	$85,000.00	$3,000.00		Bid
Univar (Citric Acid)	$120,000.00		$120,000.00		Bid

Univar (Mini-bilk)	$50,000.00	$50,000.00			Bid
Univar (NaOH/Sodium Hydroxide)	$20,000.00	$20,000.00			Bid
USA LCO LLC	$125,000.00	$125,000.00			Bid

Staff regularly purchase a variety of supplies and services from various vendors for routine maintenance and operations. In accordance with the City's purchasing policy, and for greater transparency, staff requests City Council approval of these POs, which also include POs below the $50,000 purchase authority threshold. Staff recently issued Requests for Bids for various products and services, and on February 28, 2022, March 16, 2022, and April 12, 2022, the City Clerk received bids for the following commodities: laboratory services, bio-solids hauling, sewer collection maintenance and repairs, washed utility sand and crushed aggregate base, joint utility laboratory consumables, replacement parts, supplies and related items, water and wastewater treatment plant chemicals, Cla-Val supplies and Draeger Hydrogen Sulphide (H2S) Detector tubes. Staff evaluated the bids (Attachments B-K) to prepare a responsible recommendation to purchase products and services from the lowest responsive bidders for each.

The City's bid documents allow vendors to indicate if an extension of terms and conditions for upcoming fiscal years would be honored and for how many years. For FY 22/23, Six (6) vendors indicated they are willing to extend current terms and conditions. City Council approval extends these annual POs through FY 22/23. In accordance with the City's purchasing policy, sole or single source purchases exceeding $30,000 require City Council approval. These purchases are typically warranted because the vendor is the sole authorized dealer and purchasing from another vendor would void the manufacturer's warranty, and/or the vendor's product has been standardized for use. FY 22/23 MUED purchases through these annual POs are not anticipated to exceed $6,323,010.

City Council approval of these annual POs is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act as it can be seen with certainty the approval of these annual POs will have no significant effect on the environment.

ALTERNATIVES:

Council may deny staff's recommendation.

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
Kevin Watson, Utilities Operations Manager

PREPARED BY:
Christian Duenez, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 22/23
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$3,395,500.00
Budgeted Y/N:	Yes
Account No.:	501900

Discussion:

Sufficient funding for the annual purchase order is included in the Water Division's (501900) budget for Fiscal Year 2022-23 when approved by the City Council. Costs associated with any future renewal terms of the agreement will be included in subsequent budget requests prepared by the Department.

Fiscal Year:	FY 22/23
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$2,927,510.00
Budgeted Y/N:	Yes
Account No.:	521900

Discussion:

Sufficient funding for the annual purchase order is included in the Wastewater Division's (521900) budget for Fiscal Year 2022-23 when approved by the City Council. Costs associated with any future renewal terms of the agreement will be included in the subsequent budget request prepared by the Department.

Attachments

A - Summary of MUED Annual PO

B - Bid Report Analysis Laboratory Services Water & Wastewater
E - Bid Report Analysis Wastewater Draeger Hydrogen Sulphide (H2S) Detector Tube
F - Bid Report Analysis Water Parts, Supplies and Related Items
G - Bid Report Analysis Cla-Val Products
H - Bid Report Analysis McCrometer Flow Meter Supplies
I - Bid Report W- WWTP Chemicals
J - Bid Report W & WW Facilities Maintenance Parts, Supplies & Related Material
K - Bid Report Analysis W & WW Treatment Plant Supplies
L - CED Extension Agreement
M - Quantum Automation Extension Agreement
N - ACTenviro Extension Letter
O - Evantec Extension Letter
SS1 - ABBA PARTS SOLE SOURCE
SS2 - Arzen Sole Source
SS3 - AIRGAS SOLE SOURCE
SS4 - ALFA LAVAL SOLE SOURCE
SS5 - Brax Sole Source
SS6 - CP Crowley Sole Source
SS8 - D&H WATER SYSTEMS
SS9 - DUKES ROOT CONTROL SOLE SOURCE
SS10 - DXP ENT. SOLE SOURCE
SS11 - FERGUSON SOLE SOURCE (WD)
SS12 - GOLDEN BELL SOLE SOURCE
SS13 - GROTH CORP SOLE SOURCE
SS14 - HACH SOLE SOURCE
SS15 - JWC Env Sole Source
SS16 - NOV MOYNO SOLE SOURCE
SS18 - R&B AUTOMATION SOLE SOURCE
SS19 - ROCKWELL ENGINEERING
SS20 - Sulzer Sole Source
SS21 - TESCO SOLE SOURCE
SS22 - UNISON SOLE SOURCE
Babcock Agreement
D&H Water Systems Agreement
P - Montrose Signed Extension
Quantum Analytical Ext Letter
USALCO BID AGREEMENT
Olin Tax Increase
Plumbers Depot Extension Letter
Univar Bid Report
BRAX SS Letter
Plumbers Depot Ext Letter

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

Annual Purchase Orders (Pages 1 - 3)

Staff is requesting approval for annual purchase orders for the low bidders (highlighted in yellow) for the following commodities and services publicly advertised, received and opened by the City Clerk on March 16, 2022 for the amounts described below.

Vendor	Bio Solids Hauling & Disposal
Synagro	$72.58
Anaergia	$97.00
One Stop Landscape Supply	$125.00
Clean Harbor	$3,058.00
Purchase Order Request	**$350,000.00**

Vendor	WATER PARTS, SUPPLIES AND RELATED ITEMS
Western Water Works	$495,733.33
Purchase Order Request	**$524,000.00**

Water & Wastewater Treatment Plant Chemicals	
Vendor	Sodium Hypochlorite 12.5% mini bulk (Water)
Univar Solutions USA Inc.	$116,928.00
Purchase Order Request	**$50,000.00**
Vendor	Sodium Hypochlorite 12.5% (Water)
Olin Corporation	$80,406.00
JCI Jones Chemicals, Inc.	$81,540.00
Purchase Order Request	**$295,000.00 (WW $220,000 & WP $75,000)**
Vendor	Chlorine Gas (Water)
JCI Jones Chemicals, Inc.	$34,000
Purchase Order Request	**$40,000.00**
Vendor	Sodium Hydroxide 50% (Water)
Univar Solutions USA Inc.	$12,200.00
JCI Jones Chemicals, Inc.	$13,600.00
Brenntag Pacific, Inc.	$15,760.00
Northstar Chemical	$21,160.00
Purchase Order Request	**$20,000.00**
Vendor	Praestol 186KH polymer (Water)
Polydyne Inc.,	$80,496.00
Solenis LLC	$95,760.00
Nalco Water	$98,520.00
Vendor	Praestol A 3040 LTR FLOCCULANT (Water)
Polydyne Inc.,	$19,116.00
Solenis LLC	$28,611.00
Vendor	Praestol A 3010 LTR FLOCCULANT (Water)
Polydyne Inc.,	$6,372.00
Solenis LLC	$8,349.00
Vendor	Zeetag 8818 Polymer 40% Active (WW)
Polydyne Inc.,	$41,952.00

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

Solenis LLC	$402,667.00
Purchase Order Request	**$325,000.00 (All Polymers)**
Vendor	Aluminum Chlorohydrate (ACH) 50% Solution (Water)
USALCO LLC	$227,997.00
Summit Research Labs	$266,400.00
Brenntag	$291,150.00
Purchase Order Request	**$125,000**
Vendor	Citric Acid 50% (WW)
Univar Solutions USA Inc.	$187,200.00
Brenntag	$235,008.00
Northstar Chemical	$358,560.00
Purchase Order Request	**$120,000**
Vendor	Ferric Chloride 39% (WW)
Pencco Inc.,	$185,400.00
Kemira Water Solutions, Inc.	$194,400.00
California Water Technology	$254,700.00
Purchase Order Request	**$130,000**
Vendor	Sodium Hypochlorite 12.5% (WW)
Olin Corporation	$201,015.00
JCI Jones Chemicals Inc.	$203,850.00
Purchase Order Request	**$295,000**

Vendor	Cla-Val Supplies
Western Water Works Supply Company	$97,013.65
Ferguson Waterworks	$97,223.49
Hydro Current Well Services	$108,703.00
US Valve Supply	$110,372.00
Purchase Order Request	**$125,000.00**

Vendor	Facilities Maintenance, Parts, Supplies & Related Materials
McMaster-Carr Supply Company	$38,856.76
Purchase Order Request	**$86,000.00**

Vendor	McCrometer Flow Meter Supplies
D & H Water Systems	$184,571.76
Purchase Order Request	**$105,000.00**
Vendor	Water & Wastewater Treatment Plant Supplies
HD Supply Facilities Maintenance	$112,019.90
Purchase Order Request	**$145,000.00**

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

Vendor	
Babcock Laboratories	$265,000.00
Purchase Order Request	**$265,000.00**

Vendor	Draeger Tube
Safe Environment Engineering	$16,781.60
SKC West, Inc.	$19,733.38
Technology International Inc.	$23,990.00
Purchase Order Request	**$30,000.00**

Vendor	
USA Bluebook	$145,000.00
Purchase Order Request	**$145,000.00**

Vendor	Washed Utility Sand	Crushed Aggregate Base
Vulcan Materials Co. dba Calmat Co.		
Purchase Order Request	**$100,000.00**	

Vendor	Cold Mix
Vulcan Materials Co. dba Calmat Co.	$45,000.00
Purchase Order Request	**$45,000.00**

Extensions of Annual Purchase Orders (Pages 4)

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

Extensions of Annual Purchase Orders (Pages 4)

Staff is requesting approval for the below annual purchase orders for FY 22/23 with current terms and conditions for low bidders for the following commodities and services for the not-to-exceed amounts as described below.

Vendor	
ACTenviro	$22,500.00
Purchase Order Request	**$22,500.00**
Vendor	
Quantum Analytical	$66,010.00
Purchase Order Request	**$66,010.00**
Vendor	Motor Control Automation Parts, Supplies, & Related
Quantum Automation	$62,500.00
Purchase Order Request	**$62,500.00**
Original bid date June 15,2021 *City has option to renew each year for up to three additional years. Year one of three.*	
Vendor	
Montrose	$73,500.00
Purchase Order Request	**$73,500.00**
Vendor	
Evantec Scientific	$84,000.00
Purchase Order Request	**$84,000.00**
Vendor	Electrical Parts, Supplies, and Other Related Items
Consolidated Electrical Distributors, Inc.	$115,000.00
Purchase Order Request	
Original bid date March 25, 2019 *City has option to renew each year for up to three additional years. Year three of three.*	
Vendor	
West Coast Arborist	$50,000.00
Purchase Order Request	**$50,000.00**

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

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

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

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

Vendor	Purchase Order Request
ABBA	$50,000.00

Aerzen	$44,000.00

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

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

Vendor	Purchase Order Request
AirGas USA, LLC	$45,000.00

Vendor	Purchase Order Request
Alfa Laval	$70,000.00

Staff is requesting a purchase order be issued to Brax Company, Inc. for parts and replacement of Moyno progressive cavity pumps Sulzer pumps throughout the Wastewater Treatment Plant. Moyno Pumps have been applied and used in the municipal wastewater treatment industry for over 75 years. Brax Company, Inc. is the sole provider for Southern California.

Moyno Progressive Cavity Pumps

Vendor	Purchase Order Request
Brax Company, Inc.	$35,000.00

Staff is requesting a purchase order be issued to Charles P. Crowley Company (Crowley) for parts and replacement of outdated ITT Goulds Pumps at the Wastewater Treatment Plant. Crowley has a long relationship with the City of Redlands and is the designated exclusive authorized distributor for all ITT Goulds products. The MBR facility continuously operates 6 of these pumps to provide clean water to recycle water users for various purposes.

ITT Goulds Pumps

Vendor	Purchase Order Request
Charles P. Crowley Company, LLC.	$35,000.00

Vendor	Purchase Order Request
D & H Water Systems	$184,000.00

Vendor	Purchase Order Request

Vendor	Purchase Order Request
Dukes Root Control	$53,000.00

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

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

Neptune Water Meters & Miscellaneous Products

Vendor	Purchase Order Request
Ferguson Enterprises, Inc. dba Ferguson Waterworks	$430,000

Vendor	Purchase Order Request
Golden Bell	$63,000.00

Groth	$35,000.00

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

Wastewater Analyzer Service Support & Replacement Parts

Vendor	Purchase Order Request
HACH Company	$115,000

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

Muffin Monster Grinders

Vendor	Purchase Order Request
JWC Environmental	$40,000

Vendor	Purchase Order Request
NOV	$40,000.00

Vendor	Purchase Order Request
Plumbers Depot	$125,000.00

Staff is requesting approval of the agreement and a purchase order be issued to R&B Automation, Inc. (R&B) for annual maintenance, service, repair, material supply and support for AUMA actuator equipment for a one-year period for $135,000.00. Electric actuators are a key component of the water and wastewater treatment plant operation and help to assure regulatory compliance. Without properly maintaining and operating actuator equipment the City's water treatment plant facilities would be inoperable and would result in the costly down time and possible regulatory violations. R&B is the exclusive distributor for AUMA actuators in Southern California. Service alternatives would void manufacture warranties.

Preventative Maintenance, Parts and Services

Vendor	Purchase Order Request
R&B Automation, Inc.	$135,000.00

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

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

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

Vendor	Purchase Order Request
Rockwell Engineering and Equipment Co.	$100,000.00

DXP Enterprise	$45,000.00

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

Water/Wastewater Maintenance Service, Repair, & Replacement Parts

Vendor	Purchase Order Request
Sulzer Electro-Mechanical Services (US), Inc.	$190,000.00

Vendor	Purchase Order Request
Tesco	$673,000.00

Unison	$90,000.00

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **28th of February 2022 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Laboratory Services for Water & Wastewater – 20220214-JP.** The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Addenda Acknowledged (1)	Total Bid Amount
1	Babcock Laboratories, Riverside CA	Yes	Acknowledged	$566,828.00
2	BSK Associates, Fresno CA	Yes	Acknowledged	$573,480.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Jung Park; Fernando Mata, Christian Duenez

Projects	*Babcock Laboratory*		*BSK Laboratory*	
	UNIT PRICE	*EXTENDED PRICE (QTY X UNIT PRICE)	UNIT PRICE	*EXTENDED PRICE (QTY X UNIT PRICE)
DRINKING WATER	$6,139.00	$480,685.00	$6,181.50	$494,140.00
WASTEWATER	$2,270.00	$54,865.00	$2,008.00	$52,550.00
SLUDGE	$837.00	$4,080.00	$746.00	$4,290.00
PRIORITY POLLUNTANTS	$1,014.00	$1,014.00	$407.00	$407.00
SSO SAMPLING (SSMP)	$35.00	$315.00	$37.00	$333.00
Industrial and Trunk line monitoring	$1,733.00	$15,674.00	$1,084.00	$12,202.00
STORMWATER-WWTP	$330.00	$3,180.00	$330.00	$3,465.00
STORMWATER-Landfill	$510.00	$5,800.00	$550.00	$6,875.00
Sub-Total	$12,868.00	$565,613.00	$11,343.50	$574,262.00

Comments: **1) Priority Pollutants:** Exclude Line Item 96 on this bid analysis because line item #95 must be done prior to setting the pollutants list for the rest of the sampling events. **2) Industrial and Trunkline monitoring and Stormwater WWTP:** The price for the BSK Laboratory sub-total is different because BSK included only "as package price" into the sub-total calculation. **3) Those two changes in bid prices does not change winner of the this bid package.**

Before performing Bid Analysis - Babcock Laboratory: Sub-Total Unit Price **$13,273.00** Sub-Total Extended Price **$566,828.00**

-BSK Laboratory:

Sub-Total Unit Price **$10,726.50** Sub-Total Extended Price **$573,480.00**

*Extended Price = QTY X Unit Price

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **12th day of April 2022 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Wastewater Draeger Hydrogen Sulphide (H2S) Detector Tube – 20220329-01WW**. 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	Safe Environment Engineering, Valencia CA	Yes	N/A	$16,781.60
2	SKC West, Fullerton CA	Yes	N/A	$19,733.38
3	Technology International, Lake Mary FL	Yes	N/A	$23,990.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Kevin Watson; Christian Duenez

v

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

BID ANALYSIS

BID NO. **BID NO.** **20220329-01WW** **BID DATE:** **4/12/2022**

Annual P.O. **ANNUAL PO** **WW DRAEGER HYDROGEN SULPHIDE (H2S) DETECTOR TUBE** **FISCAL YEAR:** **2022/2023**

Item Number	PART NO.	Description	QTY	Safe Environment Engineering			SKC West		Technology International Inc.	
				UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	**6728821**	Draeger Hydrogen Sulphide H2S Detector Tube, 2 to 200 ppm, pk/10	200	EA	$66.60	$13,320.00	$78.33	$15,666.00	$95.00	$19,000.00
2	**CH29801**	Draeger Hydrogen Sulphide H2S Detector Tube, 5 to 600 ppm, pk/10	50	EA	$62.40	$3,120.00	$73.32	$3,666.00	$90.00	$4,500.00
3	**6400000**	Draeger-Tube Pump Accuro	1	EA	$341.60	$341.60	$401.38	$401.38	$490.00	$490.00
TOTAL SUM BID (Item 1 - 3)						**$16,781.60**		**$19,733.38**		**$23,990.00**

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **16th day of March, 2022**, at **10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Water Parts, Supplies and Related Items-20220301-AC.** 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 (1)	Bid Amount
1	Western Water Works Supply Company, Chino Hills CA	Yes	No	$495,733.33

Jeanne Donaldson, City Clerk
City of Redlands, California

emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. **BID NO.** **20220301-AC** **BID DATE:** **3/16/2022**

Annual P.O. **ANNUAL PO** **WATER PARTS, SUPPLIES AND RELATED ITEMS** **FISCAL YEAR:** **2022/2023**

Item Number	Line Item No.	Description	Quantity	WESTERN WATER WORKS SUPPLY COMPANY	
				Unit Price	Extended Price
1	1	1 BALL MTR VLV FIP W/SHORT HDL POINTED TO MTR	550	$105.94	$58,267.00
2	2	1 BALLCORP MIP X MIP	150	$63.22	$9,483.00
3	3	1 ANGLE MTR VLV PJ CTS	50	$54.54	$2,727.00
4	4	1-1/4X1 ADAPTER FCT X PJCTS W/COPPER GASKET FORD	50	$33.94	$1,697.00
5	5	1 CPLG PJ CTS	50	$20.41	$1,020.50
6	6	2 90 CPLG PJ CTS	5	$202.88	$1,014.40
7	7	1 WEDDING RINGFORD	10	$3.51	$35.10
8	8	1-1/4 WEDDING RINGFORD	30	$4.37	$131.10
9	9	6 FLGXMJ RW GATE VLV OLNDZ STEM 316 B/N	30	$584.99	$17,549.70
10	10	4 LSXPII FLG BUTTERFLYVLV OL BSN 250B/125F	5	$935.05	$4,675.25
11	11	4X2-1/2 BRZ ANGLE FIREVLV PL CAP 1-1/8 PENT	3	$693.00	$2,079.00
12	12	6X4X(2) 2-1/2 DI HYD 8HDI CAPS 1-1/8 PENT	20	$2,513.00	$50,260.00
13	13	6X6 8H HYD EXT GROOVED	5	$109.28	$546.40
14	14	6 FLG X 4'-0" SPOOL	5	$293.81	$1,469.05
15	15	16 DI C153 MJ 45	4	$460.35	$1,841.40
16	16	6 DI C153 MJ 90	5	$92.41	$462.05
17	17	6 DI C153 MJXFLG ADAPTER	5	$74.02	$370.10
18	18	16 DI C153 MJXFLGADAPTER	4	$447.52	$1,790.08
19	19	16X15 DI C153 MJ SOLIDSLV TC	4	$414.58	$1,658.32
20	20	6 DI BLIND FLG	4	$73.16	$292.64
21	21	8 DI BLIND FLG	4	$122.36	$489.44
22	22	4 DI COMP FLG FOR STL	5	$36.08	$180.40
23	23	6X4 DI FLG CON RED	1	$110.81	$110.81
24	24	8X4 DI FLG CON RED	2	$166.00	$332.00
25	25	8X6 DI FLG TEE	1	$338.42	$338.42
26	26	12X8 DI FLG TEE	1	$719.20	$719.20
27	27	10-12 B/N SET 150#PLATED A307 7/8X3-3/4	10	$25.01	$250.10
	28	6-8 B/N SET 150#PLATED A307 3/4X3-1/4	25	$10.57	$264.25
	29	6 RING GASKET 1/16NON-ASBESTOS	50	$2.32	$116.00
	30	16 FIELD LOK 350 GASKETPO - US PIPE	25	$269.79	$6,744.75
	31	6 MJ RESTRAINT W/ACC DIPIPE - ROMAC	10	$41.97	$419.70
	32	6 MJ RESTRAINT W/ACC DIPIPE - STAR	10	$42.35	$423.50
	33	12 MJ RESTRAINT W/ACCDI PIPE - STAR	10	$110.30	$1,103.00
	34	16 MJ RESTRAINT W/ACCDI PIPE - STAR	10	$197.93	$1,979.30
	35	4 CL 350 DI TJ PIPEW/GASKET	10	$28.23	$282.30
	36	6 CL 350 DI TJ PIPEW/GASKET	500	$21.55	$10,775.00
	37	8 CL 350 DI TJ PIPEW/GASKET	50	$28.43	$1,421.50
	38	16 CL 350 DI TJ PIPEW/GASKET	25	$69.81	$1,745.25
	39	8 SDR35 PVC GRAVITYSEWER PIPE 20FT	30	$11.30	$339.00
	40	1 K SOFT COPPER TUBING100'	4000	$9.78	$39,120.00
	41	1 K SOFT COPPER TUBING60'	6000	$9.78	$58,680.00
	42	8X12 GALV VLV BOX TOP	10	$10.15	$101.50
	43	2 GALV 90	10	$7.46	$74.60
	44	1 GALV CAP	10	$1.63	$16.30
	45	2 GALV CPLG	10	$6.01	$60.10
	46	1X3/4 BRZ BUSHING	10	$3.82	$38.20
	47	2 BRZ BALL VLV	10	$50.95	$509.50
	48	1 REDWOOD PLUG	10	$2.11	$21.10
	49	3/4 REDWOOD PLUG	25	$1.66	$41.50
	50	1-1/2 FLEX CPLG1.90 OD	10	$51.14	$511.40
	51	13X24X12 C GRAY HVY PLYMR BDY	50	$100.46	$5,023.00
	52	13X24 GRAY TR REDLANDS NOHK LID	300	$61.15	$18,345.00
	53	17X30X12 C GRAY PLYMR BDY MTR BOX	50	$120.78	$6,039.00
	54	17X30 GRAY TR REDLANDS NOHK LID	300	$103.40	$31,020.00
	55	2X4 BRZ NIPPLE	10	$13.55	$135.50
	56	1-1/4X10-3/4 SCH80 PVCMTR JUMPER SQ CUT	50	$3.29	$164.50
	57	6X3 PIPE SAVER REPAIRCLAMP 6.00 OD	10	$15.70	$157.00
	58	6X3 PIPE SAVER REPAIRCLAMP 6.25 OD	10	$15.70	$157.00
	59	2 90 CPLG PJ CTS	10	$202.88	$2,028.80
	60	6X4x 2-1/2 CI HYD 8H PCAPS 1-1/8 PENT NUT	15	$1,841.00	$27,615.00
	61	16x6 DI MJXFLG TEE	2	$644.75	$1,289.50
	62	12 VAL-MATIC GLOBE STYLESILENT CHK VLV 150# FLG	1	$8,312.37	$8,312.37
	63	4 CLA VAL COMB PRESSUREREDUCING & SUSTAINING	1	$8,651.52	$8,651.52
	64	10 CLA VAL REDUCED PORTBOOSTER PUMP CONTROL	1	$14,642.42	$14,642.42
	65	31 7-/8 250 WALL CML/CAWWA PIPE	30	$241.00	$7,230.00
	66	2 ARI COMB LOW PRESSUREAIR VLV 1.5-250 PSI	5	$709.40	$3,547.00
	67	2 ARI DYNAMIC COMB AIRVLV THREADED W/SCREEN	5	$811.22	$4,056.10
	68	2 ANGLE BALL MTR VLV PJCTS	5	$313.47	$1,567.35
	69	1 ADAPTER MIP X PJ CTS	10	$18.13	$181.30
	70	2 ADAPTER MIP X PJ CTS	10	$73.00	$730.00
	71	1 ADAPTER FIP X PJ CTS	10	$23.49	$234.90
	72	1 ADAPTER PJ CTS X MALEINSERT PEP	30	$41.23	$1,236.90
	73	3/4 K SOFT COPPER TUBING60'	480	$7.37	$3,537.60
	74	1 K SOFT COPPER TUBING60'	2000	$9.78	$19,560.00
	75	3/4 ARI AIR RELEASE VLVW/ONE-WAY CHK VLV	10	$239.19	$2,391.90
	76	Clow LBI 400 check valve 8 hole	10	$1,793.04	$17,930.40
	77	24" Manhole Frame & Cover Marked "Sewer"	10	$541.24	$5,412.40
	78	22- 1/2" Manhole Frame & Cover	32	$556.70	$17,814.40
	79	CI Clean Out Frame & Cover	6	$187.11	$1,122.66
	80	24x3x6 Con Grade Ring for Sewer	15	$27.42	$411.30
28	81	2 ARI ROLLING SEALREPAIR KIT 3-250 PSI	10	$61.13	$611.30
		TOTAL SUM BID (Item 1 - 28)			**$495,733.33**

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **16th day of March, 2022**, at **10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **CLA-VAL Products and Materials-20220301-03WP.** 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	Addendum Acknowledged (1)	Bid Amount
1	Western Water Works Supply Company, Chino Hills CA	Yes	No	$ 97,013.65
2	Ferguson Waterworks, Poway CA	Yes	1 acknowledged	$ 97,223.49
3	Hydro Current Well Services, Temecula CA	Yes	No	$108,703.00
4	US Valve Supply, El Dorado Hills CA	Yes	No	$110,372.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. 20220301-03WP **BID DATE:** 3/16/2022
Annual P.O. Cla-Val Products & Materials **FISCAL YEAR:** 2022/2023

Item Number	Manufacturer	Part No.	Description	Quantity	FERGUSON WATERWORKS		HYDROCURRENT WELL SERVICES		Western Water Works Supply		US Valve Supply LLC	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Cla-Val	52-01B 150lb flange, globe style, epoxy coated, Stainless steel KO trim, 30-300lb pilot PSI rating, bronze tubing, bronze pilots and controls.	6" 52-01 Surge Anticipator Valve	2	$8,582.10	$17,164.20	$9,612.00	$19,224.00	$8,582.00	$17,164.00	$9,830.00	$19,660.00
2	Cla-Val	100-02-149A	Pump Control Valve - no controls	2	$4,367.25	$8,734.50	$4,891.00	$9,782.00	$4,367.00	$8,734.00	$4,961.00	$9,922.00
3	Cla-Val	100-02-92D	Pump Control Valve - no controls	2	$6,978.90	$13,957.80	$7,817.00	$15,634.00	$6,979.00	$13,958.00	$7,940.00	$15,880.00
4	Cla-Val	100-02-229A	Pump Control Valve - no controls	2	$11,285.25	$22,570.50	$12,640.00	$25,280.00	$11,285.00	$22,570.00	$12,820.00	$25,640.00
5	Cla-Val	610-01by 150lb flange, globe style, epoxy coated, bronze tubing, bronze pilots and controls. CDS6A pilot 0-40'	12" Altitude control valve one way flow	1	$18,135.75	$18,135.75	$20,311.00	$20,311.00	$18,135.00	$18,135.00	$20,658.00	$20,658.00
6	Cla-Val	Buna-N repair kit Rubber only.9169805A	2" Buna-N repair kit	1	$130.59	$130.59	$131.00	$131.00	$116.85	$116.85	$132.00	$132.00
7	Cla-Val	Buna-N repair kit Rubber only. 9169813E	4" Buna-N repair kit	1	$222.35	$222.35	$233.00	$233.00	$199.00	$199.00	$226.00	$226.00
8	Cla-Val	Buna-N repair kit Rubber only. 9169815K	6" Buna-N repair kit	1	$311.76	$311.76	$327.00	$327.00	$279.00	$279.00	$318.00	$318.00
9	Cla-Val	Buna-N repair kit Rubber only.9817901D	8" Buna-N repair kit	1	$374.12	$374.12	$392.00	$392.00	$334.80	$334.80	$381.00	$381.00
10	Cla-Val	Booster pump control kit. 20957465F	6" Buna-N repair kit	1	$396.47	$396.47	$398.00	$398.00	$354.00	$354.00	$404.00	$404.00
11	Cla-Val	Booster pump control kit. 20957466E	8" Buna-N repair kit	1	$522.35	$522.35	$523.00	$523.00	$467.00	$467.00	$529.00	$529.00
12	Cla-Val	x144D full port flow meter 21182804K	4" X144 flow meter	1	$2,829.45	$2,829.45	$3,169.00	$3,169.00	$2,829.00	$2,829.00	$3,199.00	$3,199.00
13	Cla-Val	x144D full port flow meter 21182806H	6" X144 flow meter	1	$2,829.45	$2,829.45	$3,169.00	$3,169.00	$2,829.00	$2,829.00	$3,199.00	$3,199.00
14	Cla-Val	21418806F	XP2F Metering Package	1	$4,522.10	$4,522.10	$5,065.00	$5,065.00	$4,522.00	$4,522.00	$5,112.00	$5,112.00
15	Cla-Val	21418807E	XP2F Metering Package	1	$4,522.10	$4,522.10	$5,065.00	$5,065.00	$4,522.00	$4,522.00	$5,112.00	$5,112.00
			TOTAL SUM BID (Item 1 - 13)			**$97,223.49**		**$108,703.00**		**$97,013.65**		**$110,372.00**
			TOTAL SUM BID PER BIDDERS PROPOSAL (Item 1 - 13)									

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **16th day of March 2022**, at **10:00 a.m.** On behalf of the Municipal Utilities and Engineering Department for **McCrometer Flow Meter Supplies-20220301-04WP.** 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	Addendum Acknowledged (1)	Bid Amount
1	D and H Water Systems, Oceanside CA	Yes	2 Acknowledged	$184,571.76

Jeanne Donaldson, City Clerk
City of Redlands, California

emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario

CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

BID ANALYSIS

BID NO. **BID NO.** **20220301-04WP** **BID DATE:** **3/16/2022**

Annual P.O. **ANNUAL PO** **MCCROMETER FLOW METER SUPPLIES** **FISCAL YEAR:** **2022/2023**

Item Number	Line Item No.	Description	Quantity	WESTERN WATER WORKS SUPPLY COMPANY	
				Unit Price	Extended Price
1	**1**	MW504, 4" 150PSI flange Flow Meter CF x100/GPM	6	$1,567.49	$9,404.94
2	**2**	MW506, 6" 150PSI flange Flow Meter CF x100/GPM	6	$1,852.07	$11,112.42
3	**3**	MW508, 8" 150PSI flange Flow Meter CF x100/GPM	6	$2,248.34	$13,490.04
4	**4**	MW510, 10" 150PSI flange Flow Meter CF x100/GPM	4	$2,727.23	$10,908.92
5	**5**	MW512, 12" 150PSI flange Flow Meter CF x100/GPM	4	$3,235.19	$12,940.76
6	**6**	E7000-00 transmitter	12	$937.86	$11,254.32
7	**7**	D0104-00 [6"- 4" drive cable]	20	$17.64	$352.80
8	**8**	D0122-00 [8" drive cable]	20	$17.64	$352.80
9	**9**	D0123-00 [10" drive cable]	20	$19.60	$392.00
10	**10**	D0106-00 [12" drive cable]	20	$12.74	$254.80
11	**11**	PT105-99 [4" impeller]	20	$186.20	$3,724.00
12	**12**	P0106-99 [6" impeller]	20	$224.42	$4,488.40
13	**13**	P0108-99 [8" impeller]	20	$248.92	$4,978.40
14	**14**	P0110-99 [10" impeller]	20	$256.76	$5,135.20
15	**15**	P0112-99 [12" impeller]	20	$308.70	$6,174.00
16	**16**	UM06-06-R6" ULTRA MAG FLOWMETER ELECTROMAGNETIC FLOW METER WITH REMOTE MOUNTED VAC POWERED SIGNAL CONVERTER AND 25 FEET OF SUBMERSIBLE CABLE, AWWA CLASS D 150 PSI FLANGES, FUSION BONDED EPOXY LINED, SS316 ELECTRODES AND TWO SS316 GROUNDING RINGS	6	$2,954.46	$17,726.76
17	**17**	UM06-08-R 8" ULTRA MAG FLOWMETER ELECTROMAGNETIC FLOW METER WITH REMOTE MOUNTED VAC POWERED SIGNAL CONVERTER AND 25 FEET OF SUBMERSIBLE CABLE, AWWA CLASS D 150 PSI FLANGES, FUSION BONDED EPOXY LINED, SS316 ELECTRODES AND TWO SS316 GROUNDING RINGS.	6	$3,534.20	$21,205.20
18	**18**	UM-06-10-R 10" ULTRA MAG FLOW METER ELECTROMAGNETIC FLOW METER WITH REMOTE MOUNTED VAC POWERED SIGNAL CONVERTER AND 25 FEET OF SUBMERSIBLE CABLE, AWWA CLASS D 150 PSI FLANGES, FUSION BONDED EPOXY LINED, SS316 ELECTRODES AND TWO SS316 GROUNDING RINGS	6	$4,082.78	$24,496.68
19	**19**	UM06-12-R12" ULTRA MAG FLOWMETER ELECTROMAGNETIC FLOW METER WITH REMOTE MOUNTED VAC POWERED SIGNAL CONVERTER AND 25 FEET OF SUBMERSIBLE CABLE, AWWA CLASS D 150 PSI FLANGES, FUSION BONDED EPOXY LINED, SS316 ELECTRODES AND TWO SS316 GROUNDING RINGS.	6	$4,363.22	$26,179.32
		TOTAL SUM BID (Item 1 - 28)			**$184,571.76**

CITY OF REDLANDS
CLERK'S BID OPENING REPORT

The following bids were opened on the **16th day of March 2022 at 10:00 a.m.** on behalf of the Municiapl Utilities and Engineering Department for **Water & Wastewater Treatment Plant Chemicals-20220301-02WP**. The amounts have not been checked and are subject to correction after the bids have been completely reviewed.

	1	2	3	4	5	6	7	8	9	10	11	12
Bidder's Name	**Sodium Hypochlorite 12.5% mini-bulk (Water)**	**Sodium Hypochlorite 12.5% (Water)**	**Chlorline Gas (Water)**	**Sodium Hydroxide 50% (Water)**	**Praestol 186KH Polymer (Water)**	**Praestol A 3040 LTR FLOCCULANT (Water)**	**Praestol A 3010 LTR FLOCCULANT (Water)**	**Citric Acid 50% (WW)Aluminum Chlorohydrate (ACH) 50% Solution (Water)**	**Zeetag 8818 Polymer 40% Active (WW)**	**Citric Acid 50%(WW)**	**Ferric Chloride 39%(WW)**	**Sodium Hypochlorite 12.5% (WW)**
Brentec, San Fe Springs CA				$15,760.00				$291,150.00		$235,008.00		
California Water Technology, Santa Fe Springs CA											$254,700.00	
JCI Jones Chemicals, Inc., Torrance CA		$81,540.00	$34,000	$13,600.00								$203,850.00
Kemira Water Solutions, Inc., Lawrence KS											$194,400.00	
Nalco Water, Los Alamitos CA					$98,520.00							
Northstar Chemical, Sherwood OR				$21,160.00						$358,560.00		
Olin Corporation, Tracy CA		$80,406.00										$201,015.00
Pencco Inc., San Felipe TX											$185,400.00	
Polydyne Inc., Riceboro GA					$80,496.00	$19,116.00	$6,372.00		$41,952.00			
Solenis LLC, Wilmington DE					$95,760.00	$28,611.00	$8,349.00		$402,667.00			
Summit Research Labs, Flemington NJ								$266,400.00				
*Univar USA Inc., Kent WA	4.06			3.05						13.00		
USALCO LLC, Baltimore MD								$227,997.00				

BID AMOUNTS ARE EXTENDED PRICE PER YEAR

***Unit Price Given / Bids sorted alphabetically / (1) Addenda Issued No Addendas acknowleged**

Emailed: Councilmembers, City Manager, City Treasurer, PIO, Press

Department Head: John Harris
Staff: Ashley Rosario

Jeanne Donaldson, City Clerk
City of Redlands, California

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **16th day of March, 2022**, at **10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Water & Wastewater Facilities Maintenance, Parts, Supplies, and Related Materials-20220301-001WP.** 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 (1)	Bid Amount
1	McMaster-Carr Supply Company, Santa Fe Springs CA	Yes	No	$38,856.76

Jeanne Donaldson, City Clerk
City of Redlands, California

emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. **BID NO.** **20220301-001WP** **BID DATE:** **3/16/2022**

Annual P.O. **ANNUAL PO** **Water & Wastewater Facilities Maintenance, Parts, Supplies, and Related Materials** **FISCAL YEAR:** **2022/2023**

Item Number	Line Item No.	Description	Quantity	MCMASTER-CARR SUPPLY COMPANY	
				Unit Price	Extended Price
1	**1**	Regulator Fitting-Inlet Nipple CGA #580 3" Long ¼" NPT	12	$3.89	$46.68
2	**2**	Regulator Fitting-Inlet Nut, CGA #580 Male Thread 1-3/16" Long	12	$4.45	$53.40
3	**3**	Wire Rope Sling with Hooks, Three Leg, 3/8" Diameter, 3 Feet Long	4	$241.78	$967.12
4	**4**	High-Strength Oil-Resistant Buna-N Rubber Sheet; 12" Width x 12" Length, 1" Thickness, 40A Durometer	12	$130.37	$1,564.44
5	**5**	AC Motor-Start Capacitor 340-408 MU-F Capacitance Voltage 125, Terminal Width ¼"	12	$8.23	$98.76
6	**6**	Wall-Mount and Bench Top Shelf Cabinet with Lock, 2 Keys, 5 Shelves, 26-1/2"x 30"x 9" Overall. Steel/Paint	4	$233.14	$932.56
7	**7**	High-Speed Steel ½" Diameter Reduced-Shank Drill Bit 13/16".6" Overall Length, 2, 10" Drill Depth	20	$34.69	$693.80
8	**8**	Strut Channel. Slotted Hole, Fiberglass, 6 Feet Length 5/8" Square.	20	$71.71	$1,434.20
9	**9**	Natural Rubber Vibration Damping Sandwich Mount Male/Male, Stainless Steel, 3/8" -16 Thread,3/4" High, 2" Wide	30	$11.26	$337.80
10	**10**	Vibration – Damping Strut-Mount Routing Clamp. Plastic with Rubber Cushion, 3/8" ID	30	$5.43	$162.90
11	**11**	Vibration & Noise-Damping Strut-Mount Clamp for ½" Outside Diameter, ¼" Pipe	30	$7.67	$230.10
12	**12**	Food Grade Gear Oil. ISO Grade 320, SAE Grade 140, AGMA Grade 6. 5 Gallon	10	$241.84	$2,418.40
13	**13**	Brass Air-Release Valve with Vented Outlet for Water, ¾ NPT Male Inlet, 150 PSI	12	$39.96	$479.52
14	**14**	Food-Grade Grit-Top Fiberglass Grating. 1-1/2" High 1-1/2" x 1- 1/2" Opening. 4' Wide x 3'10" Long.	10	$634.49	$6,344.90
15	**15**	Water Filter with Easy-View Bowl, for Particles, ¼ NPT, 10gpm	12	$34.93	$419.16
16	**16**	Hammer-Driven Gasket and Washer Punch Set. One Step includes 15 Different inch Punches	6	$299.95	$1,799.70
17	**17**	Drop-in Liquid-Level Transmitter 0-30' of Water, 40' Cable Length. 316L Stainless Steel Clean Water	6	$564.78	$3,388.68
18	**18**	Food Grade Oil. ISO Grade 150, SAE Grade 90, AGMA Grade 4. 5 Gallon.	10	$248.86	$2,488.60
19	**19**	Wash-down Limit Switch. Adjustable Roller Lever. ½" NPT Female Conduit Entry 10 amps @ 300 Volt AC	6	$80.58	$483.48
20	**20**	Corrosion-Resistant 304 Stainless Steel Woven Wire Cloth 14 x 14 Mesh, .020" Wire Diameter, 36" Wide, 20' Long	4	$491.00	$1,964.00
21	**21**	Sound and Vibration Damper Sheets. Aluminum, 1/64" Thick, 24" x 48"	6	$39.13	$234.78
22	**22**	Drop-in Liquid-Level Transmitter 0-15' of Water, 40' Cable Length. 316L Stainless Steel Clean Water	6	$564.78	$3,388.68
23	**23**	Inline Flowmeter 0.5-5 gpm for Water, with PVC Fittings ½" NPT Female	6	$106.06	$636.36
24	**24**	Wash-down Switch, NEMA 4, 0.5 to 15 PSI. ½" NPT Female Conduit Port. 10 Amps @ 125/250 Volts AC	6	$243.75	$1,462.50
25	**25**	Miniature Nylon Suction Strainer. 2 NPT Male, 10 Mesh. 304SS Screen Material	12	$23.69	$284.28
26	**26**	Gas Regulator for Oxygen, CGA #540 Female Inlet, 0-125 PSI	4	$204.07	$816.28
27	**27**	Gas Regulator for Acetylene, CGA 510 Male Inlet, Heavy Duty, 0-15 PSI	4	$226.35	$905.40
28	**28**	Victor Professional Welding & Cutting Kit. Heavy Duty, ¾" Cut Capacity	6	$803.33	$4,819.98
		TOTAL SUM BID (Item 1 - 28)			**$38,856.46**

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **16th day of May, 2022**, at **10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Water and Wastewater Treatment Plant Supplies-20220301-01WP**. 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 (1)	Bid Amount
1	HD Supply Facilities Maintenance, Gurnee, IL	Yes	No	$112,019.90

Jeanne Donaldson, City Clerk
City of Redlands, California

emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. **BID NO.** **20220301-01WP** **BID DATE:** **3/16/2022**

Annual P.O. **ANNUAL PO** **WATER & WASTEWATER TREATMENT PLANT SUPPLIES** **FISCAL YEAR:** **2022/2023**

Item Number	Line Item No.	Description	Quantity	HD SUPPLY FACILITIES MAINTENANCE d/b/a/ USABLUEBOOK	
				Unit Price	Extended Price
1	**1**	Water, Deionized, 4 L	12	$34.72	$416.64
2	**2**	Formazin Turbidity Standard, 4000 NTU, 500 mL	6	$96.02	$576.12
3	**3**	Disposable Wipes, 11 x 22 cm, 280 per package	60	$10.33	$619.80
4	**4**	DPD Free Chlorine Reagent, Swiftes Dispenser Refill Vial, 250 Tests	30	$56.89	$1,706.70
5	**5**	Chlorine (Total) Test Kit, Model CN-21P	10	$76.33	$763.30
6	**6**	Stablcal® Turbidity Standards Calibration Kit, 0 - 7500 NTU, Sealed Vials	10	$383.15	$3,831.50
7	**7**	Stablcal® Turbidity Standard, 20.0 NTU, Bottle (1 L)	12	$180.42	$2,165.04
8	**8**	pH Electrode Storage Solution, 500 mL	6	$44.47	$266.82
9	**9**	Buffer Solution Kit, Color-coded, pH 4.01, pH 7.00 and pH 10.01, 500 mL	6	$35.40	$212.40
10	**10**	Surface Scatter® 7 Turbidimeter with sc200 Controller, CH 1	2	$8,082.04	$16,164.08
11	**11**	Turbidity Standard, Stablcal®, 400.0 NTU, 500 mL	6	$85.93	$515.58
12	**12**	Pocket Pro pH Tester	4	$115.43	$461.72
13	**13**	HQ440D Laboratory Dual Input, Multi-Parameter Meter	2	$1,918.66	$3,837.32
14	**14**	TU5200 Laboratory Laser Turbidimeter without RFID, EPA Version	2	$4,293.22	$8,586.44
15	**15**	TU5300 sc Low Range Laser Turbidimeter with Flow Sensor, Automatic Cleaning, RFID, and System Check, EPA Version	4	$3,232.04	$12,928.16
16	**16**	Intellical™ PHC301 Laboratory General Purposes Refillable pH Electrode, 1 m Cable	6	$342.41	$2,054.46
17	**17**	Filling Solution, Reference, 3 M KCl with AgCl, 100 mL	12	$28.03	$336.36
18	**18**	DPD Free Chlorine Reagent, Swiftest Dispenser	20	$74.87	$1,497.40
19	**19**	Lamp Assembly for 1720D and 1720E Low-range Turbidimeters	20	$76.19	$1,523.80

20	**20**	PhosVer 3 Powder Pillow 100 count	14	$43.46	$608.44
21	**21**	Glass Sample Cells 6 count	12	$44.32	$531.84
22	**22**	DPD4 Total chlorine dispenser	10	$58.05	$580.50
23	**23**	Blue-White FLEXFLO A-100N Replacement Flex-A-Thane	12	$34.08	$408.96
24	**24**	Sampling Station Cold Climate #88, 4’ Bury Depth, Low Lead, 88-LLBRASS-48"BURY	8	$1,115.50	$8,924.00
25	**25**	Rosemount 2051 Pressure Transmitter, with LOI Differential, -250 to 250"H2O	8	$1,665.11	$13,320.88
26	**26**	2088 Gauge Pressure Transmitter 0 to 150 psi, with LOI Display	8	$1,221.07	$9,768.56
27	**27**	3051 DIFFERENTIAL PRESSURE TRANSMITTERS, WITH LCD DISPLAY	4	$2,533.01	$10,132.04
	28	Rosemount 306 In-Line Manifold	8	$189.67	$1,517.36
	29	KPSI Series 705 Submersible Transmitter, 0 to 5 PSI	8	NO BID	NO BID
	30	KPSI 320 Submersible Level Transmitter, 316 SS, 0 to 150 PSI	8	NO BID	NO BID
	31	DE chlorination Tablets, 45 lbs	6	$630.50	$3,783.00
	32	High-Performance Hydrant Meter w/ Gate Valve, 22"L, Cubic Feet	4	$995.17	$3,980.68
	33	DCT Double-Wall Tank for Sodium Hypochlorite, 360 Gallon	4	MUST CALL FOR PRICE	MUST CALL FOR PRICE
	34	Draeger Hydrogen Sulphide H2S Detector Tube, 2 to 200 ppm, pk/10	200	NO BID	NO BID
	35	Draeger Hydrogen Sulphide H2S Detector Tube, 5 to 600 ppm, pk/10	50	NO BID	NO BID
TOTAL SUM BID (Item 1 - 28)					**$112,019.90**

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

JOHN R. HARRIS
Director

February 11, 2022

Consolidated Electrical Distributors
580 E. Mill Street
San Bernardino, CA 92408

RE: Notice to Extend Annual Purchase Order Term
Electrical, Parts, Supplies and Related Items for Water and Wastewater

To Whom It May Concern:

You are hereby notified that the City of Redlands wishes to extend the term of the annual Purchase Order No. 22202335, pursuant to the Contract Term on pages 14 of the Request for Bids which was issued on March 11, 2019 and opened publicly on March 25, 2019. The City wishes to exercise the option to extend for year three (3) of the three (3) year option.

You are required to return the Notice of Acknowledgement, evidence of current City business license, and W9, within **fourteen (14)** calendar days from the date of this Notice. Submit by USPS or via email to pmariscal@cityofredlands.org. The due date is therefore February 25, 2022.

Upon your return of the Notice of Acknowledgement, the Municipal Utilities and Engineering Department will present to City Council if applicable, and approved, a new purchase order will be issued. The new term would be July 1, 2022 to June 30, 2023. A copy of your submittal is included for review.

If you do not return said Acknowledgement and forms within the **fourteen (14)** calendar days from the date of this Notice, the City will rebid the commodity.

If you have any questions you may contact me (909) 798-7502 ext. 2.

Thank you,
Paul Mariscal
Water Production/Maintenance Superintendent

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

JOHN R. HARRIS
Director

February 11, 2022

Consolidated Electrical Distributors
580 E. Mill Street
San Bernardino, CA 92408

NOTICE OF ACKNOWLEDGMENT

RE: Notice to Extend Annual Purchase Order Term
Electrical, Parts, Supplies and Related Items

This is extension year 3 of 3 bid extension per pages 14 of the Request for Bid. Receipt of the above Notice of Acknowledgement is hereby accepted by Sophia Miranda at CED (Consolidated Electrical Distributors, Inc.) this, 18 day of February, 2022.

By: _____
(Signature)

Sophia Miranda
(Print Name)

Outside Sales
(Title)

ORIGINAL

BID COVER PAGE

Water/Wastewater Electrical, Parts, Supplies and Related Items

VENDOR INFORMATION			
Name of Firm, Entity, or Organization	Consolidated Electrical Distributors, Inc.		
Federal Employer ID Number (EIN)	77-0559191	Attach W9	Attached
City Business License Number (attach)	0213500	Expiration Date	12/31/2019
State of California License Number (if applicable)	97-853860		

SUPPLIER CONTACT INFORMATION	
Name	Sophia Miranda
Title	Outside Sales
Phone Number	(909)900-9594
Fax Number	(909)889-1077
Email Address	smiranda@cedsb com

ADDRESS	
Mailing Address	580 E Mill Street
Street Address (if different)	
City, State, Zip Code	San Bernardino, CA 92408
Telephone Number	(909)889-1071
Fax Number	(909)889-1077

ORGANIZATION		
Corporate ☑	Proprietorship ☐	Other ☐
Partnership ☐	Joint Venture ☐	

IF CORPORATION	
Date of Corporation	1956
State of Corporation	California
State Registered in as Foreign Corporation	

AUTHORIZED SIGNATURE					
Print Name	Sophia Miranda	Title	Outside Sales	Signature	
Phone #	(909)900-9594			Date	March 25, 2019

This form must be completed and returned with your submittal

BIDDER CERTIFICATION

Submit To: City of Redlands Office of the City Clerk 35 Cajon Street, Suite 4 Redlands, CA 92373	**CITY OF REDLANDS** **REQUEST FOR BID (REQUEST FOR BID) CERTIFICATION** AND ADDENDA ACKNOWLEDGMENT	
DUE DATE: March 25, 2019	**DUE TIME: 2:00pm**	**REQUEST FOR BID**
TITLE: Water/Wastewater Electrical, Parts, Supplies and Related Items		
BIDDER NAME: Consolidated Electrical Distributors, Inc.	**PHONE NUMBER:** (909)889-1071	
BIDDER MAILING ADDRESS: 580 E. Mill Street	**FAX NUMBER:** (909)889-1077	
CITY/STATE/ZIP San Bernardino CA 92408	**E-MAIL ADDRESS:** smiranda@cedsb.com	

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this REQUEST FOR BID and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the REQUEST FOR BID requirements. I, the undersigned, declare that I have carefully examined the REQUEST FOR BID, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this REQUEST FOR BID with any other Offer or and have not colluded with any offertory or parties to a REQUEST FOR BID whatsoever for any fraudulent purpose."

No Addendums Provided

Addendum #	Addendum #	Addendum #	Addendum #	Addendum #

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a REQUEST FOR BID for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this REQUEST FOR BID and certify that I am authorized to sign this response and that the offer follows all requirements of the REQUEST FOR BID, including but not limited to certification requirements. In conducting offers with an agency for the City of Redlands respondent agrees that if this bid is accepted, the respondent will convey, sell, assign, or transfer to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

Authorized Bidder Name, Title (Print)	Authorized Signature	Date
Sophia Miranda, Outside Sales		March 25, 2019

This form must be completed and returned with your Submittal

NO-PROPOSAL RESPONSE

City of Redlands
Statement of "No Proposal"

If you do not intend to submit a proposal for this project, please complete and return this form prior to date shown for receipt of proposals to: **City of Redlands, Municipal Utilities and Engineering Department 35 Cajon Street, Suite 15A, Redlands, CA 92373, Attn: Patty Baker, Management Analyst.**

We, the undersigned, have declined to submit a proposal on your **RFP for Water/Wastewater Electrical, Parts, Supplies and Related Items**

_____ Specifications are too "Tight", i.e. geared toward one brand or manufacturer only. (please explain reason below)

_____ Insufficient time to respond to Request for Proposals.

_____ We do not offer this product/s or equivalent.

_____ Remove us from your bidders' list for this commodity or service.

_____ Our product schedule would not permit us to perform to specifications.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Competition restricted by pre-approved owner standards.

_____ Other (please specify below).

Remarks:

_____

_____

_____

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number _____ Date _____

* please see below corrections

Executive Summary

Account Manager: Sophia Miranda
Title: Outside Sales

Key Individuals aside from Account Manager: ~~Leo DeLeon~~, Leonard Dunkin, ~~Robert Conover~~, ~~Luis Rodriguez~~, ~~Christian Gonzalez~~ , David Gosney, Roston Wilson
Key Individuals Responsibilities: Counter/Phone Sales Help

Account manager contact info

Sophia Miranda
+1 (909) 900-9594
SMIRANDA@CEDSB.COM

please contact Sophia Miranda for price/product requests, unless otherwise unavailable

References / Firm Experience

Business Name: Consolidated Electrical Distributors, Inc.

*Business License Number: 23970 Expiration Date: 12/31/2018

Representative Name: Sphia Miranda Title Outside Sales

Business Address: 580 E. Mill St. San Bernardino, CA 92408

Number of years in business: Branch: 47 years Corporate: 101 years Email address: SMiranda@cedsb.com

Business Telephone Number: (909) 889-1071 Fax Number: (909) 889-1077

Products or Services Provided: Electrical supplies/parts

Comments:

List of References Where Your Company Provided Products/Services: (Preferably other school districts)

Other Schools or Business Name/Address	Contact	Phone	Dates of Service	Products/Service
1. Rialto USD 625 W. Rialto Ave. Rialto, CA 92376	Cynthia James	(909) 820-7863	Past 29 years	PARTS
2. Fontana USD 9680 Citrus Ave. Fontana, CA 92334	Jeff Cerdes	(909) 357-5000	Past 29 years	PARTS
3. Redlands USD 20 W. Lugonia Ave. Redlands, CA 92374	Amy Drummond	(909) 307-5300	PAST 5 years	PARTS

"By signing below, I certify under penalty of perjury that the information provided is true and correct to the best of my knowledge. I understand it is the vendor's responsibility to update the above information as needed. I further agree that as a vendor of the District this company will conform to all Federal, State, County and City laws, ordinances, codes and regulations covering the products, work or services provided, including but not limited to, obtaining a *San Bernardino City business license as required by the San Bernardino City Clerk's Office. I understand that it is the vendor's total responsibility to determine specific details of such requirements and warrant that all work performed, or provided, totally conforms to such legal requirements. I understand the submission of this application does not guarantee that this company will be used as a vendor for the District or requested to quote on any or all requirements. I understand it is the vendor's responsibility to follow up and request the opportunity to quote. I understand the District reserves the right to use, any, or all vendors for the submission of quotes. Formal bids are advertised in The Sun newspaper's legal ads."

Authorized Vendor Representative Signature [signature] Date ~~4/11/18~~ SM 3/25/19

Name Sophia Miranda Title Outside Sales

Thomas&Betts
A Member of the ABB Group

Thomas & Betts
8155 T & B Boulevard
Memphis, TN 38125
901.252.5000
www.tnb.com

Date Open: 5/13/99

Credit Terms: do not disclose

Paid Prompt: _X___ Yes _____ No

Credit Limit: _$_13,820,000.00_____

Current Balance: _$8,891.346.84_____

Customer Pay as agreed

Thanks

Sherwanda Crutchfield

sherwanda.crutchfield@tnb.com

Phone 901-252-5529

Fax 901-252-1320

RAB
LIGHTING

March 27, 2018

To Whom It May Concern:

I hereby confirm that CED has remained a valued customer with RAB for over 20 years (since 1994). CED represents a large chain of distributors across the United States and Canada supporting the RAB brand.

CED remains in good standing with payments being made within payment terms. They remain a trusted partner with RAB and we have enjoyed a long term positive relationship.

Thank you,

Grace Marks

Grace Marks
Credit Manager

RAB Lighting Inc.
170 Ludlow Ave.
Northvale, NJ 07647

ENCORE WIRE
CORPORATION

MEMORANDUM

RE: Consolidated Electrical Distributors (CED)

Consolidated Electrical Distributors (CED) has been a very good customer of Encore Wire Corporation since 1999. We service many locations of CED with credit balances equal but not limited to $15MM. All payments are made within terms and earning all discounts.

All locations are in excellent standing and maintain a good line of communication.

Encore Wire Corporation is pleased to do business with *Consolidated Electrical Distributors (CED).*

Respectfully,
Encore Wire Corporation

Lea Jones
Manager, Corporate Credit

BIDDER'S PROPOSAL SHEET- Water/Wastewater Electrical Parts, Supplies, and Other Related Items

ITEM NO.	A. ESTIMATED QUANTITY	B. UNIT	C. DESCRIPTION	D. MANUFACTURER/ PART NUMBER	E. UNIT PRICE	F EXTENDED PRICE (AxE)
1.	150'	FT	Wire 4/0 DLO Cable	Generic	3,700.00 M	555.00
2.	150'	FT	Wire 3/0 DLO Cable	Generic	3,100.00 M	465.00
3	200'	FT	Wire THHN 350MCM	Generic	4,100.00 M	820.00
4.	200'	FT	Wire THHN 250MCM	Generic	2,900.00 M	580.00
5	200'	FT	Wire THHN 4/0	Generic	2,500.00 M	500.00
6.	200'	FT	Wire THHN 3/0	Generic	1,950.00 M	390.00
7.	10	500' FT	Wire THHN 12AWG	Generic	91.00 M	455.00
8.	10	500 FT	Wire THHN 14AWG	Generic	60.00 M	300.00
9.	10	500 FT	Wire THHN 16AWG	Generic	49.00 M	245.00
10.	21	Each	Time Delay Fuse 50A, 600VAC, ser TRS-RID	Little fuse or equal	10.00 E	210.00
11.	21	Each	Time Delay Fuse 100A, 600VAC, ser TRS-RID	Little fuse or equal	20.52 E	430.92
12	21	Each	Time Delay Fuse 150A, 600VAC, ser TRS-RID	Little fuse or equal	41.05 E	862.05
13.	21	Each	Time Delay Fuse 200A, 600VAC, ser TRS-RID	Little fuse or equal	41.05 E	862.05

12

14.	21	Each	Time Delay Fuse 400A, 600VAC, ser TRSRID	Little fuse or equal	77.00 E	1,617.00
15.	500	FT	1/2" EMT Conduit		35.00 C	175.00
16.	300	FT	3/4" EMT Conduit		63.00 C	189.00
17.	200	FT	1" EMT Conduit		105.00 C	210.00
18.	500	FT	3/4" sch 40 PVC Conduit		20.00 C	100.00
19.	200	FT	1/2" sch 40 PVC Conduit		15.50 C	31.00
20.	300	FT	1" sch 40 PVC Conduit		29.00 C	87.00
21.	200	FT	3/4" Galvanized Ridged Conduit		180.00 C	360.00
22.	100	FT	1" Galvanized Ridged Conduit		275.00 C	275.00
23.	100	FT	2" Galvanized Ridged Conduit		575.00 C	575.00
24.	200	FT	1/2" Galvanized Ridged Conduit		175.00 C	350.00
25.	200	FT	1 5/8" Galvanized Slotted Strut Channel		135.00 C	270.00
26.	3	EA	Safety switch 60A 600v, 3PH NEMA 3R	Eaton or equal	230.00 E	690.00
27.	3	EA	Safety switch 100A 600v, 3PH NEMA 3R	Eaton or equal	370.00 E	1,110.00
28.		EA	Safety switch 200A 600v, 3PH NEMA 3R	Eaton or equal	500.00 E	500.00
29.	50	EA	3M super 33 E ectrical tape	3M Brand specific	5.49 E	274.50
31.	5	EA	Rab FFLED39 277LEDFLDLTFIX	RAB or equal	225.00 E	1,125.00
32.	5	EA	WML80cw 80W LED wall	Westgate or equal	135.00 E	675.00
33.	1	EA	Square D 450 amp breaker	MHL36450 Brand specific	OBSOLETE PER MFR	
34.	1	EA	Square D 200 amp breaker	MHL36200 Brand specific	OBSOLETE PER MFR	
35.	1	EA	Square D 70 amp breaker	FC34070 Brand specific	OBSOLETE PER MFR	
36.	1	EA	Square D 150 amp breaker	KCL34150 Brand specific	OBSOLETE PER MFR	
37.	1	EA	Square D 250 amp Breaker	KH36250 Brand specific	OBSOLETE PER MFR	

38.	2	EA	Square D Motor Starter 00	8536SAG12V01 or equal	180.00 E	360.00
39.	2	EA	Square D Motor Starter 0	8536SBA2V01 Brand specific	285.00 E	570.00
40.	2	EA	Square D Motor Starter 1	8536SCA3V01 or equal	310.00 E	620.00
41.	2	EA	Square D Motor Starter 2	8536SDA1V01 or equal	575.00 E	1,150.00
42.	2	EA	Square D Motor Starter 3	8536SEA1V01 or equal	875.00 E	1,750.00
				TOTAL SUM BID (Items 1 through 42)	**$**	**$** 19,738.52

CONTRACT TERM (Please Complete)

The City MAY (indicate may or may not) exercise its option to renew this agreement as stipulated under the same price terms and Conditions for the period of 3 (indicate one, two, or three) additional years.

For any item(s) that do not have price listed in the item list you are bidding on, vendor shall offer the best available government pricing, the City will pay up to 20% above manufacturers cost.

Please indicate the not-to exceed percent (%) mark-up you offer: 20 %

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

JOHN R. HARRIS
Director

February 11, 2022

Quantum Automation
4400 East La Palma Avenue
Anaheim, CA 92807

RE: Notice to Extend Annual Purchase Order Term
Motor Control Automation Parts, Supplies, and Related Items

To Whom It May Concern:

You are hereby notified that the City of Redlands wishes to extend the term of the annual Purchase Order No. 22210189, pursuant to the Contract Term on pages 13 of the Request for Bids which was issued on April 9, 2019 and opened publicly on April 25, 2019. The City wishes to exercise the option to extend for year three (3) of the three (3) year option.

You are required to return the Notice of Acknowledgement, evidence of current City business license, and W9, within **fourteen (14)** calendar days from the date of this Notice. Submit by USPS or via email to pmariscal@cityofredlands.org. The due date is therefore February 25, 2022.

Upon your return of the Notice of Acknowledgement, the Municipal Utilities and Engineering Department will present to City Council if applicable, and approved, a new purchase order will be issued. The new term would be July 1, 2022 to June 30, 2023. A copy of your submittal is included for review.

If you do not return said Acknowledgement and forms within the **fourteen (14)** calendar days from the date of this Notice, the City will rebid the commodity.

If you have any questions you may contact me (909) 798-7502 ext. 2.

Thank you,
Paul Mariscal
Water Production/Maintenance Superintendent

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

JOHN R. HARRIS
Director

February 11, 2022

Quantum Automation
4400 East La Palma Avenue
Anaheim, CA 92807

NOTICE OF ACKNOWLEDGMENT

RE: Notice to Extend Annual Purchase Order Term
Motor Control Automation Parts, Supplies, and Related Items

This is extension year 3 of 3 bid extension per pages 13 of the Request for Bid. Receipt of the above Notice of Acknowledgement is hereby accepted by Brian Gallogly this, 23 day of February, 2022.

By: _____
(Signature)

Brian P. Gallogly
(Print Name)

President
(Title)

REQUEST FOR BIDS
MOTOR CONTROL AUTOMATION PARTS, SUPPLIES & RELATED ITEMS
No. 20190409-1

Issued By:

City of Redlands
Municipal Utilities and Engineering Department
Patty Baker, Management Analyst
Redlands, CA 92373

Phone (909)798-7527 ext. 4 - Fax (909)798-7670
mpurchasing@cityofredlands.org

Date of Issue: April 9, 2019

Due Date: April 25, 2019 at 10:00am

Responses received and opened at:
Office of the City Clerk, City of Redlands, 35 Cajon Street, Suite 4, Redlands, CA 92373

City of REDLANDS "A City That Works"

BID COVER PAGE

MOTOR CONTROL & AUTOMATION PARTS, SUPPLIES & RELATED ITEMS

VENDOR INFORMATION

Name of Firm, Entity, or Organization	QUANTUM AUTOMATION
Federal Employer ID Number (EIN)	33-0482262
City Business License Number (attach)	IN PROGRESS
State of California License Number (if applicable)	N/A
Attach W9	ATTACHED
Expiration Date	IN PROGRESS

SUPPLIER CONTACT INFORMATION

Name	MARK A. FEE
Title	REGIONAL MANAGER
Phone Number	714-396-3078
Fax Number	714-854-0803
Email Address	mark@quantumautomation.com

ADDRESS

Mailing Address	4400 E. La Palma Avenue
Street Address (if different)	
City, State, Zip Code	Anaheim, CALIFORNIA 92807
Telephone Number	714-854-0800
Fax Number	714-854-0803

ORGANIZATION

Corporate ☒ Proprietorship ☐ Other ☐

Partnership ☐ Joint Venture ☐

IF CORPORATION

Date of Corporation	OCTOBER 1, 1991
State of Corporation	CALIFORNIA
State Registered in as Foreign Corporation	N/A

AUTHORIZED SIGNATURE

Print Name: MARK A. FEE Title: REGIONAL MANAGER Signature: Mark A. Fee

Phone #: 714-396-3078; 714-854-0800 Date: 4/22/19

This form must be completed and returned with your submittal

BIDDER CERTIFICATION

Submit To: City of Redlands Office of the City Clerk 35 Cajon Street, Suite 4 Redlands, CA 92373	CITY OF REDLANDS REQUEST FOR BID (REQUEST FOR BID) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT

DUE DATE: April 25, 2019	DUE TIME: 10:00am	REQUEST FOR BID

TITLE: MOTOR CONTROL AUTOMATION PARTS, SUPPLIES, & RELATED ITEMS

BIDDER NAME: QUANTUM AUTOMATION, INC.	PHONE NUMBER: 714-396-3078; 714-854-0800
BIDDER MAILING ADDRESS: 4400 E. LA PALMA AVENUE	FAX NUMBER: 714-854-0803
CITY/STATE/ZIP ANAHEIM, CALIFORNIA 92807	E-MAIL ADDRESS: mark@quantumautomation.com

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this REQUEST FOR BID and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the REQUEST FOR BID requirements. I, the undersigned, declare that I have carefully examined the REQUEST FOR BID, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this REQUEST FOR BID with any other Offer or and have not colluded with any offertory or parties to a REQUEST FOR BID whatsoever for any fraudulent purpose."

N/A AS OF 4/22/19

Addendum #	Addendum #	Addendum #	Addendum #	Addendum #

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an REQUEST FOR BID for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this REQUEST FOR BID and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the REQUEST FOR BID, including but not limited to certification requirements. In conducting offers with an agency for the City of Redlands respondent agrees that if this bid is accepted, the respondent will convey, sell, assign, or transfer to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

Mark A. Fee, Regional Manager
Authorized Bidder Name, Title (Print)

Mark A. 4/22/19
Authorized Signature Date

This form must be completed and returned with your Submittal

BIDDER'S PROPOSAL SHEET- Motor Control Automation Parts, Supplies, and Related Items

ITEM NO.	A. ESTIMATED QUANTITY	B. UNIT	C. DESCRIPTION	D. MANUFACTURER/ PART NUMBER	E. UNIT PRICE	F. EXTENDED PRICE (AxE)
1.	20	Each	4PDT 120VAC GP RELAY	784-4C-120A EQUAL 700-HC14A1	$ 7.75	$ 155
2.	20	Each	14BLD SCREW TERM SOCKET	784-4C-SKT-1 EQUAL 700-HN128	$ 4.75	$ 95
3.	20	Each	20 DPDT 120VAC RELAY	QL2N1-A120 EQUAL 700-HA32A1	$ 10.50	$ 210
4.	20	Each	8PIN SCREW TERM SOCKET	SQL-08D EQUAL 700-HN125	$ 4.00	$ 80
5.	10	Each	PLST3POS SEL. SWITCH	GCX3320-22 EQUAL 800FP-SM32	$ 14.50	$ 145
6.	12	Each	PLASTIC LATCH	EQUAL 800F-ALP	$ 6.00	$ 72
7.	10	Each	CONTACT BLOCK	ECX-1040-2 EQUAL 800F-X10	$ 6.50	$ 65
8.	10	Each	30MM PILOT LIGHT INCANDESCENT	HTB-HFAV7-120 EQUAL 800T-QH2R	$ 53	$ 530
9.	5	Each	INTEGRATED LED	EQUAL 800F-N5R	$ 39.25	~~$196.25~~ $196.25 (mp)
10.	10	Each	1 P MINIATRUE BREAKER	FAZ-C15-1-SP EQUAL 1492-SPM1C150	$ 9.75	$ 97.50
11.	10	Each	LIMIT SWITCH NMA4-13	F25B5AL539 EQUAL 802T-AP	$ 129	$ 1290
12.	25	Each	750R-2C-120A OCTAL RELAY BASES	750R-2C-120A	$ 8.25	$ 206.25
13.	25	Each	750-2C-SKT OCTAL RELAY BASE	750-2C-SKT	$ 4.25	$ 106.25
14.	5	Each	FAZ-C1-1-SP Eaton Mini breaker	FAZ-C1-1-SP	$ 9.75	$ 48.75
15.	5	Each	FAZ-C2-1-SP Eaton Mini breaker	FAZ-C2-1-SP	$ 9.75	$ 48.75
16.	5	Each	FAZ-C5-1-SP Eaton Mini breaker	FAZ-C5-1-SP	$ 9.75	$ 48.75
17.	5	Each	FAZ-C10-1-SP Eaton Mini breaker	FAZ-C10-1-SP	$ 9.75	$ 48.75
18.	5	Each	FAZ-C15-1-SP Eaton Mini breaker	FAZ-C15-1-SP	$ 9.75	$ 48.75
19.	3	Each	480 VAC to 120VAC 50VA control transformer	TB50A0083	$ 27.00	$ 81.00

20.	3	Each	480 VAC to 120VAC 75VA control transformer	TB75A 008C	$ 31.	$ 93
21.	3	Each	480 VAC to 120VAC 100VA control transformer	TB 100A 008C	$ 35.	$ 105
22.	5	Each	Hubble-Wiegmann enclosure 6"x4"x3"	BN4060403SS	$ 159	$ 795
23.	5	Each	Hubble-Wiegmann enclosure 6"x4"x4"	BN4060404CHSS	$ 178	$ 890
24.	5	Each	4 to20MA signal conditioner, isolated, current input 24VDC din rail mount	FC-11	$ 91	$ 455
25.	5	Each	24VAC POWER SUPPLIES	PAB24-060	$ 35	$ 175
26.	5	Each	24VAC POWER SUPPLIES	PSB24-480	$ 174	$ 870
27.	1500'	Each	Shielded cable	1419A 060500	$ 550/M	$ 825
28.						
				TOTAL SUM BID (Items 1 through 27)	$	$ 7781.00

CONTRACT TERM (Please Complete)

The City MAY (indicate may or may not) exercise its option to renew this agreement as stipulated under the General Conditions for the period of THREE (indicate one; two, or three) additional years.

For any item(s) that do not have price listed in the item list you are bidding on, vendor shall offer the best available government pricing. the City will pay up to 20% above manufacturers cost.

Please indicate the not-to exceed percent (%) mark-up you offer: 22 %

NOTES:

① CABLE AND WIRE IS A KNOWN AND TRADED COMMODITY WITH PRICING FIRM FOR 30-DAYS.

② ITEMS MAY SHIP "PLUS FREIGHT" DEPENDING UPON VOLUME RELEASED AND FACTORY POLICIES.

③ FACTORY SHIPMENTS ARE "FOB FACTORY"

④ LEAD TIMES VARY FROM "IN STOCK" TO A FEW WEEKS DEPENDING ON VOLUME RELEASED ARO* ON SPECIAL ITEMS.

ARO = * AFTER RECEIPT OF ORDER.

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

JOHN R. HARRIS
Director

February 11, 2022

Advanced Chemical Transport, Inc.
Dba ACT Environmental
600 Iowa Street
Redlands, CA 92373

RE: Notice to Extend Annual Purchase Order Term
Hazardous Waste Removal

To Whom It May Concern:

You are hereby notified that the City of Redlands wishes to extend the term of the annual Purchase Order No. 22210150, pursuant to the Contract Term on pages 12 of the Request for Bids which was issued on March 11, 2019 and opened publicly on March 25, 2019. The City wishes to exercise the option to extend for year three (3) of three (3) year option.

You are required to return the Notice of Acknowledgement, evidence of current City business license, and W9, within **fourteen (14)** calendar days from the date of this Notice. Submit by USPS or via email to fmata@cityofredlands.org. The due date is therefore February 25, 2022.

Upon your return of the Notice of Acknowledgement, the Municipal Utilities and Engineering Department will present to City Council if applicable, and approved, a new purchase order will be issued. The new term would be July 1, 2022 to June 30, 2023. A copy of your submittal is included for review.

If you do not return said Acknowledgement and forms within the **fourteen (14)** calendar days from the date of this Notice, the City will rebid the commodity.

If you have any questions you may contact me (909) 798-7506 ext. 8.

Thank you,
Fernando Mata
Wastewater Superintendent

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

JOHN R. HARRIS
Director

February 11, 2022

Advanced Chemical Transport, Inc.
Dba ACT Environmental
600 Iowa Street
Redlands, CA 92373

NOTICE OF ACKNOWLEDGMENT

RE: Notice to Extend Annual Purchase Order Term
Hazardous Waste Removal

This is extension is year 3 of 3 bid extension per pages 12 of the Request for Bid. Receipt of the above Notice of Acknowledgement is hereby accepted by_____ this, 15 day of February, 2022.

By: _____
(Signature)

Linda Jenks
(Print Name)

Account Manager
(Title)

CITY OF REDLANDS

BUSINESS TAX CERTIFICATE

2022

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

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

Business Name ACTENVIRO

Business Location 600 Iowa St
Redlands, Ca 92373-8047

Business Owner(s) WALTER SINGER

Business Type Contractor- General

Description ADMIN OFFICE

ADVANCED CHEMICAL TRANSPORT INC
ACTENVIRO
967 MABURY RD
SAN JOSE, CA 95133-1080

Certificate Number: 08122445

Effective Date January 01, 2022

Expiration Date December 31, 2022

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

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

ACTENVIRO:

Thank you for your payment on your City of Redlands Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business tax certificate, contact the Business Tax Support Center via email at: Redlands@hdlgov.com or by telephone at: (909) 479-2111.

Keep this portion for your tax certificate separate in case you need a replacement for any lost, stolen, or destroyed tax certificate. A fee may be charged for a replacement or duplicate tax certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of Redlands Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the city limits of City of Redlands, please display the Business Tax certificate above in a conspicuous place at the premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view upon any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.

BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Redlands
BUSINESS TAX CERTIFICATE

Certificate Number: **08122445**

Date of Issue: **01/01/2022**

HD10117A AUTO MIXED AADC 926
7000000780 00.0003.0048 780/1

ADVANCED CHEMICAL TRANSPORT INC
ACTENVIRO
967 MABURY RD
SAN JOSE CA 95133-1080

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Advanced Chemical Transport, Inc.

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

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

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

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

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
967 Mabury Road

Requester's name and address (optional)

6 City, state, and ZIP code
San Jose, CA 95133

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
5 2 – 2 2 2 6 8 1 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ Walter H Singer | **Date** ▶ 1/9/2020

General Instructions

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

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

Purpose of Form

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

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

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

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

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

JOHN HARRIS
Director

February 11, 2022

Evantec Corporation
3857 Birch Street # 150
Newport Beach, CA. 92660-2616

NOTICE OF ACKNOWLEDGMENT

RE: Notice to Extend Annual Purchase Order Term
Evantec Corporation
WW Consumables, Replacement Parts, Supplies, & Related Items

This is extension year 1 of 1 bid extension per pages 16 of the Request for Bid. Receipt of the above Notice of Acknowledgement is hereby accepted by Evantec Corp. this, 17th day of February, 2022.

By: Ann L. Nelson
(Signature)

Ann Nelson
(Print Name)

CFO
(Title)

CITY OF REDLANDS

BUSINESS TAX CERTIFICATE

2022

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

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

Business Name EVANTEC CORPORATION

Business Location Various
Redlands, Ca 92373

Business Owner(s) RALPH NELSON

Business Type Delivery Services

Description DELIVERY-CHEMICAL

ACCOUNTING
EVANTEC CORPORATION
3857 BIRCH ST #150
NEWPORT BEACH, CA 92660

Certificate Number: 08118658

Effective Date July 01, 2021

Expiration Date June 30, 2022

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

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

EVANTEC CORPORATION:

Thank you for your payment on your City of Redlands Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business tax certificate, contact the Business Tax Support Center via email at: Redlands@hdlgov.com or by telephone at: (909) 479-2111.

Keep this portion for your tax certificate separate in case you need a replacement for any lost, stolen, or destroyed tax certificate. A fee may be charged for a replacement or duplicate tax certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of Redlands Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the city limits of City of Redlands, please display the Business Tax certificate above in a conspicuous place at the premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view upon any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.

BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Redlands
BUSINESS TAX CERTIFICATE

HD10827A ALL FOR AADC 926
7000000054 00.0001.0054 54/1

ACCOUNTING
EVANTEC CORPORATION
3857 BIRCH ST # 150
NEWPORT BEACH CA 92660-2646

Certificate Number: 08118658

Date of Issue: 07/01/2021

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
EVANTEC CORPORATION

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See Instructions.
3857 BIRCH STREET #150

Requester's name and address (optional)

6 City, state, and ZIP code
NEWPORT BEACH CA 92660-2616

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
9 5 – 3 5 8 3 1 3 4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 2/17/2022

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*__Note:__ The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: Headworks Angle Flow Pumps
Account #: 521900 - 7208
Vendor: ABBA Parts & Service
Amount: $50,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☐	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Christian Duenez Digitally signed by Christian Duenez Date: 2022.04.25 08:55:35 -07'00' Date: 4/18/22

rev. 10.29.18

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Fernando Mata, Wastewater Operations Superintendent

DATE: March 03, 2022

SUBJECT: Sole/Single Source Memo ABBA Pump Parts & Service

The Municipal Utilities & Engineering Department is requesting to utilize ABBA Pumps Parts & Service for parts and replacement of the angle flow pumps and parts at the headworks of the Wastewater Treatment Plant. These angle flow pumps are a type of vertical pump that transfers incoming wastewater flows through the progress of the pump to the primary basins.

The Wastewater Division has 3 angle flow pumps that continuously require maintenance, service, and replacement parts. ABBA Pump Parts & Service, Inc. can provide the procurement of non-competitive/sole source pricing of these angle flow pumps.

The cost is included in MUED's FY 2022/2023 budget

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/18/22

TO: Purchasing Division

FROM: 521900 - 7208

Purchase Requisition # ABBA Parts & Servic

Estimated Total Cost: $ $50,000

Proposed Vendor: ABBA Pump Parts & Service

Request Term: 07/01/2022-06/30/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: Angle Flow Pumps

Manufacturer/Model Number: FMA 1411/XT60

Age: 30-40 yrs.

Current Estimated Value: $135,000

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

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

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

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

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

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

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

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

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

3. Was an evaluation of other equipment, products, or services performed?
☐ Yes ■ No
If yes, please explain the type of evaluation performed and provide all supporting documentation:

Headworks Angle Flow Pumps

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

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

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

F. Mata — 04/18/2022
Prepared by — Date

J. R. Hess — 4/26/22
Department Director — Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

Rev 1.31.19

ABBA PUMP PARTS & SERVICE
Div. of Dracay Management Inc.

February 16, 2022

Mr. Fernando Mata – Wastewater Operations Superintendent
City of Redlands
1950 N. Nevada St
Redlands, CA 92374

Regarding: ABBA Pump Parts & Service - for City of Redlands Wastewater

This letter confirms that ABBA Pump Parts & Service (a division of Dracay Management) is the manufacturer and sole source of ABBA replacement parts and pumps for the City of Redlands Wastewater / Municipal Utilities and Engineering Dept. Please direct all inquiries and orders to the contact as listed below:

Mrs. Wendy Jamison
Vice President – Sales & Marketing
ABBA Pump Parts & Service
5370 Munro Court
Burlington, ON
Canada L7L 5N8
Office: 905-333-2720
Cell: 905-929-3779
Email: wendy_j@abbaparts.com
Website: www.abbaparts.com

ABBA Parts manufactures replacement pumps, parts & assemblies to fit virtually all major brand municipal sewage and water pumps. Since our inception, ABBA's replacement parts and pumps have proven to perform as well or better than the original equipment manufacturer. All our replacements are made in accordance with OEM specifications and designs. Materials, castings, machining and assembly are 100% North American.

Regards,

W. Jamison

Wendy Jamison
Vice President – Sales & Marketing
E: wendy_j@abbaparts.com

CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS			2. INSURED'S FULL NAME AND MAILING ADDRESS		
City of Redlands			Abba Parts a div of Dracay Management Inc.		
35 Cajon Street, Suite 10			5370 Munro Crt		
Redlands	CA	POSTAL CODE 92373	Burlington	Ontario	POSTAL CODE L7L 5N8

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Manufacturer of aftermarket Pumps and parts
All Limits Are Shown in Canadian Funds

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE **OR** ☑ OCCURRENCE ☑ PRODUCTS AND / OR COMPLETED OPERATIONS ☑ EMPLOYER'S LIABILITY ☑ CROSS LIABILITY ☐ TENANTS LEGAL LIABILITY ☐ POLLUTION LIABILITY EXTENSION	CNA Canada - MPR2346871	2021/12/14	2022/12/14	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE	$2,500	$5,000,000
				- EACH OCCURRENCE		$2,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		$2,000,000
				☐ PERSONAL INJURY LIABILITY OR ☑ PERSONAL AND ADVERTISING INJURY LIABILITY		$2,000,000
				MEDICAL PAYMENTS		$25,000
				TENANTS LEGAL LIABILITY		
				POLLUTION LIABILITY EXTENSION		
☐ NON-OWNED AUTOMOBILES ☐ HIRED AUTOMOBILES				NON OWNED AUTOMOBILE		
AUTOMOBILE LIABILITY ☐ DESCRIBED AUTOMOBILES ☐ ALL OWNED AUTOMOBILES ☐ LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
EXCESS LIABILITY ☐ UMBRELLA FORM ☐				EACH OCCURRENCE		
				AGGREGATE		
OTHER LIABILITY (SPECIFY) ☐						
☐						
☐						

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS			7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)		
Benson Kearley IFG			City of Redlands		
17705 Leslie Street, Suite 101			35 Cajon Street, Suite 10		
Newmarket	ON	POSTAL CODE L3Y 3E3			
BROKER CLIENT ID: ABBAP-1			Redlands	CA	POSTAL CODE 92373

8. CERTIFICATE AUTHORIZATION

ISSUER Benson Kearley IFG	CONTACT NUMBER(S)		
AUTHORIZED REPRESENTATIVE Lori Hill	TYPE Main	NO. (905) 898-3815	TYPE Fax NO. (905) 853-6127
	TYPE	NO.	TYPE NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE February 16, 2022	EMAIL ADDRESS lhill@bkifg.com	

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LH

Form **W-8BEN-E**
(Rev. July 2017)
Department of the Treasury
Internal Revenue Service

Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)

▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code.
▶ Go to *www.irs.gov/FormW8BENE* for instructions and the latest information.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form for: — **Instead use Form:**

- U.S. entity or U.S. citizen or resident W-9
- A foreign individual . . . . . W-8BEN (individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the U.S. (unless claiming treaty benefits) W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) . . . . . W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) W-8IMY

Part I Identification of Beneficial Owner

1 Name of organization that is the beneficial owner
DRACAY MANAGEMENT INC D\B as ABBA PUMP PARTS AND SERVICE

2 Country of incorporation or organization
CANADA

3 Name of disregarded entity receiving the payment (if applicable, see instructions)

4 Chapter 3 Status (entity type) (Must check one box only):
☑ Corporation ☐ Disregarded entity ☐ Partnership
☐ Simple trust ☐ Grantor trust ☐ Complex trust ☐ Estate ☐ Government
☐ Central Bank of Issue ☐ Tax-exempt organization ☐ Private foundation ☐ International organization

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes" complete Part III. ☐ Yes ☐ No

5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

- ☐ Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).
- ☐ Participating FFI.
- ☐ Reporting Model 1 FFI.
- ☐ Reporting Model 2 FFI.
- ☐ Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.
- ☐ Sponsored FFI. Complete Part IV.
- ☐ Certified deemed-compliant nonregistering local bank. Complete Part V.
- ☐ Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.
- ☐ Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.
- ☐ Certified deemed-compliant limited life debt investment entity. Complete Part VIII.
- ☐ Certain investment entities that do not maintain financial accounts. Complete Part IX.
- ☐ Owner-documented FFI. Complete Part X.
- ☐ Restricted distributor. Complete Part XI.
- ☐ Nonreporting IGA FFI. Complete Part XII.
- ☐ Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.
- ☐ International organization. Complete Part XIV.
- ☐ Exempt retirement plans. Complete Part XV.
- ☐ Entity wholly owned by exempt beneficial owners. Complete Part XVI.
- ☐ Territory financial institution. Complete Part XVII.
- ☐ Excepted nonfinancial group entity. Complete Part XVIII.
- ☐ Excepted nonfinancial start-up company. Complete Part XIX.
- ☐ Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.
- ☐ 501(c) organization. Complete Part XXI.
- ☐ Nonprofit organization. Complete Part XXII.
- ☐ Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.
- ☐ Excepted territory NFFE. Complete Part XXIV.
- ☒ Active NFFE. Complete Part XXV.
- ☐ Passive NFFE. Complete Part XXVI.
- ☐ Excepted inter-affiliate FFI. Complete Part XXVII.
- ☐ Direct reporting NFFE.
- ☐ Sponsored direct reporting NFFE. Complete Part XXVIII.
- ☐ Account that is not a financial account.

6 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).
5370 MUNRO COURT

City or town, state or province. Include postal code where appropriate.
BURLINGTON, ON L7L 5N8

Country
CANADA

7 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

8 U.S. taxpayer identification number (TIN), if required
98-1257301

9a GIIN

b Foreign TIN

10 Reference number(s) (see instructions)

Note: Please complete remainder of the form including signing the form in Part XXX.

Part II Disregarded Entity or Branch Receiving Payment. (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)

11 Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment

☐ Branch treated as nonparticipating FFI. ☐ Reporting Model 1 FFI. ☐ U.S. Branch.

☐ Participating FFI. ☐ Reporting Model 2 FFI.

12 Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

13 GIIN (if any)

Part III Claim of Tax Treaty Benefits (if applicable). (For chapter 3 purposes only.)

14 I certify that (check all that apply):

a ☑ The beneficial owner is a resident of CANADA within the meaning of the income tax treaty between the United States and that country.

b ☑ The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):

☐ Government
☐ Tax exempt pension trust or pension fund
☐ Other tax exempt organization
☐ Publicly traded corporation
☐ Subsidiary of a publicly traded corporation
☑ Company that meets the ownership and base erosion test
☐ Company that meets the derivative benefits test
☐ Company with an item of income that meets active trade or business test
☐ Favorable discretionary determination by the U.S. competent authority received
☐ Other (specify Article and paragraph):

c ☐ The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).

15 **Special rates and conditions** (if applicable—see instructions):
The beneficial owner is claiming the provisions of Article and paragraph VII of the treaty identified on line 14a above to claim a -0- % rate of withholding on (specify type of income): BUSINESS PROFITS
Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: THE TAXPAYER IS A CANADIAN CORPORATION WIHT NO PERMANENT ESTABLISHMENT IN THE UNITED STATES. AS SUCH, NO BUSINESS PROFITS ARE ATTIRBUTABLE TO THE U.S. FOR FEDERAL INCOME TAX PURPOSES.

Part IV Sponsored FFI

16 Name of sponsoring entity:

17 **Check whichever box applies.**

☐ I certify that the entity identified in Part I:

- Is an investment entity;
- Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
- Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.

☐ I certify that the entity identified in Part I:

- Is a controlled foreign corporation as defined in section 957(a);
- Is not a QI, WP, or WT;
- Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
- Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

Part V Certified Deemed-Compliant Nonregistering Local Bank

18 ☐ I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than $175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than $500 million in total assets on its consolidated or combined balance sheets; and
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts

19 ☐ I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of $50,000 (as determined after applying applicable account aggregation rules); and
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than $50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle

20 Name of sponsoring entity: _____

21 ☐ I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; and
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity

22 ☐ I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; and
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

Part IX Certain Investment Entities that Do Not Maintain Financial Accounts

23 ☐ I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), and
- Does not maintain financial accounts.

Part X Owner-Documented FFI

Note: This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a ☐ (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; and
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding $50,000) in the FFI other than those identified on the FFI owner reporting statement.

Part X Owner-Documented FFI *(continued)*

Check box 24b or 24c, whichever applies.

b ☐ I certify that the FFI identified in Part I:

- Has provided, or will provide, an FFI owner reporting statement that contains:
  - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
  - (ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of $50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
  - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
- Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.

c ☐ I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

Check box 24d if applicable (optional, see instructions).

d ☐ I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

Part XI Restricted Distributor

25a ☐ (All restricted distributors check here) I certify that the entity identified in Part I:

- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
- Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
- Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
- Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
- Does not solicit customers outside its country of incorporation or organization;
- Has no more than $175 million in total assets under management and no more than $7 million in gross revenue on its income statement for the most recent accounting year;
- Is not a member of an expanded affiliated group that has more than $500 million in total assets under management or more than $20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
- Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Check box 25b or 25c, whichever applies.

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

b ☐ Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.

c ☐ Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Part XII Nonreporting IGA FFI

26 ☐ I certify that the entity identified in Part I:

- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and _____. The applicable IGA is a ☐ Model 1 IGA or a ☐ Model 2 IGA; and
- Is treated as a _____ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
- If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor _____.

The trustee is: ☐ U.S. ☐ Foreign

Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue

27 ☐ I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XIV International Organization

Check box 28a or 28b, whichever applies.

28a ☐ I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).

b ☐ I certify that the entity identified in Part I:

- Is comprised primarily of foreign governments;
- Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
- The benefit of the entity's income does not inure to any private person; and
- Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XV Exempt Retirement Plans

Check box 29a, b, c, d, e, or f, whichever applies.

29a ☐ I certify that the entity identified in Part I:

- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
- Is operated principally to administer or provide pension or retirement benefits; and
- Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.

b ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- No single beneficiary has a right to more than 5% of the FFI's assets;
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; and
  - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
  - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
  - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); or
  - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed $50,000 annually.

c ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- Has fewer than 50 participants;
- Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
- Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
- Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; and
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

Part XV Exempt Retirement Plans *(continued)*

d ☐ I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.

e ☐ I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.

f ☐ I certify that the entity identified in Part I:

- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); **or**

- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

Part XVI Entity Wholly Owned by Exempt Beneficial Owners

30 ☐ I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity;
- Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
- Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.
- Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; **and**
- Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

Part XVII Territory Financial Institution

31 ☐ I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

Part XVIII Excepted Nonfinancial Group Entity

32 ☐ I certify that the entity identified in Part I:

- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
- Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
- Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); **and**
- Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XIX Excepted Nonfinancial Start-Up Company

33 ☐ I certify that the entity identified in Part I:

- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) _____ (date must be less than 24 months prior to date of payment);
- Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
- Is investing capital into assets with the intent to operate a business other than that of a financial institution; **and**
- Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy

34 ☐ I certify that the entity identified in Part I:

- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on _____;
- During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
- Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; **and**
- Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

Part XXI 501(c) Organization

35 ☐ I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated _____; **or**
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

Part XXII Nonprofit Organization

36 ☐ I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.

- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
- The entity is exempt from income tax in its country of residence;
- The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
- The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation

Check box 37a or 37b, whichever applies.

37a ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
- The stock of such corporation is regularly traded on one or more established securities markets, including _____ (name one securities exchange upon which the stock is regularly traded).

b ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution;
- The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- The name of the entity, the stock of which is regularly traded on an established securities market, is _____; **and**
- The name of the securities market on which the stock is regularly traded is _____.

Part XXIV Excepted Territory NFFE

38 ☐ I certify that:

- The entity identified in Part I is an entity that is organized in a possession of the United States;
- The entity identified in Part I:
  - (i) Does not accept deposits in the ordinary course of a banking or similar business;
  - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; **or**
  - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

Part XXV Active NFFE

39 ☑ I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

Part XXVI Passive NFFE

40a ☐ I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

Check box 40b or 40c, whichever applies.

b ☐ I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**

c ☐ I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.

Part XXVII Excepted Inter-Affiliate FFI

41 ☐ I certify that the entity identified in Part I:

- Is a member of an expanded affiliated group;
- Does not maintain financial accounts (other than accounts maintained for members of its expanded affiliated group);
- Does not make withholdable payments to any person other than to members of its expanded affiliated group;
- Does not hold an account (other than depository accounts in the country in which the entity is operating to pay for expenses) with or receive payments from any withholding agent other than a member of its expanded affiliated group; and
- Has not agreed to report under Regulations section 1.1471-4(d)(2)(ii)(C) or otherwise act as an agent for chapter 4 purposes on behalf of any financial institution, including a member of its expanded affiliated group.

Part XXVIII Sponsored Direct Reporting NFFE (see instructions for when this is permitted)

42 Name of sponsoring entity:

43 ☐ I certify that the entity identified in Part I is a direct reporting NFFE that is sponsored by the entity identified on line 42.

Part XXIX Substantial U.S. Owners of Passive NFFE

As required by Part XXVI, provide the name, address, and TIN of each substantial U.S. owner of the NFFE. Please see the instructions for a definition of substantial U.S. owner. If providing the form to an FFI treated as a reporting Model 1 FFI or reporting Model 2 FFI, an NFFE may also use this part for reporting its controlling U.S. persons under an applicable IGA.

Name	Address	TIN

Part XXX Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- The entity identified on line 1 of this form is the beneficial owner of all the income to which this form relates, is using this form to certify its status for chapter 4 purposes, or is a merchant submitting this form for purposes of section 6050W;
- The entity identified on line 1 of this form is not a U.S. person;
- The income to which this form relates is: (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which the entity on line 1 is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the entity on line 1 is the beneficial owner.

I agree that I will submit a new form within 30 days if any certification on this form becomes incorrect.

Sign Here Michelle Rutherford — Signature of individual authorized to sign for beneficial owner

MICHELLE RUTHERFORD — Print Name

01/10/2022 — Date (MM-DD-YYYY)

☑ **I certify that I have the capacity to sign for the entity identified on line 1 of this form.**

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: MBR Turbo Blowers
Account #: 521900- 6710/7208
Vendor: Aerzen USA
Amount: $44,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Christian Duenez Date: 4/19/22

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/18/22

TO: Purchasing Division

FROM: 521900- 6710/7208

Purchase Requisition # Aerzen USA

Estimated Total Cost: $ $44,000

Proposed Vendor: Aerzen USA Corp

Request Term: 07/01/22-06/30/23

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: MBR Turbo Blowers (3)

Manufacturer/Model Number: G5plus Turbo

Age: 1-2 yrs.

Current Estimated Value: $366,000

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

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

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

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

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

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

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

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

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

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

☐ Yes ■ No

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

MBR Turbo Blowers

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

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

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

F. Mata — 04/18/2022

Prepared by — Date

_____

Department Director — Date

Purchasing Approvals

_____

Purchasing Agent Approval — Date

_____

City Manager Approval — Date

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Fernando Mata, Wastewater Operations Superintendent

DATE: March 22, 2021

SUBJECT: Sole/Single Source Memo Aerzen USA Corp

The Municipal Utilities & Engineering Department is requesting to utilize Aerzen for maintenance and replacement parts for the Aerzen turbo blowers at the Wastewater Treatment Plant's MBR facility. A turbo blowers is a type of positive pressure units that transfers air flow from the atmosphere to the ultra-filters that purify the wastewater.

The Wastewater Division has three (3) critical Aerzen Turbo Blowers that operate continuously and require maintenance, service, and replacement of parts. Aerzen USA Corp can provide the procurement of non-competitive/sole source pricing of these blowers.

The cost is included in MUED's FY 2022/2023 budget.

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Aerzen USA Corp

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
108 Independence Way

Requester's name and address (optional)

6 City, state, and ZIP code
Coatesville, PA 19320

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

3	4	–	1	3	8	4	4	7	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ 1/5/2022

General Instructions

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

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

Purpose of Form

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

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

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

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

AERZEN

Aerzen USA
108 Independence Way
Coatesville, PA 19320 USA
www.aerzenusa.com

December 7, 2021

TO WHOM IT MAY CONCERN:

This letter is to certify that Aerzen USA Corporation is the original equipment manufacture of the blowers at your site locations. We also certify that equipment service is only available from either Aerzen USA directly or one of our authorized service providers should there be one in your area.

Aerzen USA is a subsidiary of Aerzener Maschinenfabrik located in Aerzen Germany and the sole source for Aerzen products, parts and service in the USA.

Please feel free to contact us if you need any additional information.

Regards,

Darrel Hill
Director of Industrial Sales
Aerzen USA
Phoenix Arizona office

Email: Darrel.hill@aerzen.com
Phone: (610) 470-3492

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: COMPRESSED GASES, WELDING SUPPLIES & RENTALS
Account #: 501900/521900 - 6980/7208/7803
Vendor: AIRGAS USA LLC
Amount: $45,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Christian Duenez Digitally signed by Christian Duenez Date: 2022.04.25 10:27:53 -07'00' Date: _____

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/8/22

TO: Purchasing Division

FROM: 501900/521900 - 6980/7208/7803

Purchase Requisition # AIRGAS USA LLC

Estimated Total Cost: $ $45,000

Proposed Vendor: AIRGAS USA LLC

Request Term: 07/01/22-06/30/23

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

   COMPRESSED GASES, WELDING SUPPLIES & RENTALS

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

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

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Christian Duenez Digitally signed by Christian Duenez Date: 2022.04.26 08:39:05 -07'00' 04/08/2022

Prepared by Date

Department Director 4/26/22

Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Jungjoon Park, Laboratory Manager

DATE: April 04, 2022

SUBJECT: Sole/Single Source Memo Airgas USA, LLC

The Municipal Utilities & Engineering Department is requesting to utilize Air Gas Co. to supply high purity compressed gas and cylinder rental. It is critical for the Joint Utilities Laboratory and Maintenance departments to have a reliable supplier of high-quality gas to carry out their daily operation.

The laboratory requires high purity (99%) compressed gas to make the TOC analyzer and Integrion work effectively. Any contaminants in the compressed gas will affect data quality and cause mechanical failure that will require the laboratory to send the sample out to a private laboratory. Without a reliable vendor to supply the laboratory with purified gas, the City will also risk losing laboratory certification for anions, perchlorate, and TOC results to the State Water Resource Board.

Air Gas Co. has over ten years of relationship with the City of Redlands. Despite a nationwide shortage of helium, Airgas still provide the City with a discounted price.

The cost is included in MUED's FY 2022/2023 budget.

West Division

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Airgas, Inc.

2 Business name/disregarded entity name, if different from above
Airgas USA, LLC

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

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

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 102289

Requester's name and address (optional)

6 City, state, and ZIP code
Pasadena, CA 91189-2289

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–				

or

Employer identification number (K)
5	6	–	0	7	3	2	6	4	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ 10/08/2020

General Instructions

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

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

Purpose of Form

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

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

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

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

(K) Federal regulations require use of Airgas, Inc.'s federal identification number for form W-9 issued on behalf of Airgas USA, LLC EIN 45-3159734

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 2929 Allen Parkway, Suite 2600 Houston, TX 77019 Attn: Houston.Certs@marsh.com CN115323536-AIRGA-GAWU-21-22	CONTACT NAME: Areeba Viqar PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED American Air Liquide Inc. Airgas, Inc. 259 N Radnor Chester Road Radnor, PA 19087-5240	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Starr Indemnity & Liability Company — 38318 INSURER B : Starr Specialty Insurance Company — 16109 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** HOU-003886161-02 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			1000090660211	07/01/2021	07/01/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 6,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 6,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			1000635788211 (AOS)	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
A	X ANY AUTO			1000635789211 (MA)	07/01/2021	07/01/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1000004702 (FL, MA)	07/01/2021	07/01/2022	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N]	N / A		1000004703(AK,AZ,CT,IA,NJ,NY,NC,VT)	07/01/2021	07/01/2022	E.L. EACH ACCIDENT	$ 2,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			1000004704 (WI)	07/01/2021	07/01/2022	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
				Please see Acord 101			E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Jungjoon Park
1950 N. Nevada St.
Redlands, CA 92374

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc

Francesca M. Wade

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P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: PROVIDE SERVICE, WARRANTY WORK & SUPPLIES
Account #: 521900-7205 & 521900-7208
Vendor: ALFA LAVAL
Amount: $70,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: F. Mata Date: 4/19/22

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Fernando Mata, Wastewater Operations Superintendent

DATE: March 01, 2022

SUBJECT: Sole/Single Source Memo Alfa Laval

The Wastewater Division is requesting to utilize Alfa Laval to perform sole services and replacement parts on the two Alfa Laval centrifuges, G-2-95 and an Aldec-406 model. The centrifuge is utilized by the wastewater treatment plant as an effective means of dewatering the bio-solids or sludge produced by the anaerobic digestion process.

Commissioned in 2010, the Alfa Laval G2-95 decanter system is rated for 250gpm and the Aledc-406 is rated for 75gpm. The G2-95 runs 8 hours a day, 7 days a week to meet our required solids removal to maintain the WWTP process and avoid violations with the California State Water Resources Control Board. Alfa Laval will provide maintenance service and standardized parts that are only manufactured by Alfa Laval. This will insure that our centrifuges are in proper operation for the production of dry bio solids. In turn, reduce polymer cost and usage, which will decrease cost of solids hauling.

The cost is included in MUED's FY 2022/2023 budget.

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/18/22

TO: Purchasing Division

FROM: 521900-7205 & 521900-7208

Purchase Requisition # ALFA LAVAL

Estimated Total Cost: $ $70,000

Proposed Vendor: Alfa Laval

Request Term: 2022/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: Two (2) Bio-Solids Centrifuge

Manufacturer/Model Number: G2 & Aldec-406

Age: 15-20 yrs.

Current Estimated Value: $150,000

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

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

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

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

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

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

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

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

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

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

   PROVIDE SERVICE, WARRANTY WORK & SUPPLIES

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

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

   Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

F. Mata — 04/19/2022
Prepared by — Date

L.R.H — 4/26/22
Department Director — Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

Rev 1.31.19

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Certificates
Marsh & McLennan Agency LLC 4900 Libbie Mill East Blvd. Suite 100 Richmond VA 23230	PHONE (A/C, No, Ext): 804-780-0611 FAX (A/C, No): 804-788-8944 E-MAIL ADDRESS: certificates@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Company of the State of PA	19429
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : National Union Fire Ins Co PittsburghPA	19445
INSURER D : Property & Casualty Ins Co of Hartford	34690
INSURER E :	
INSURER F :	

INSURED
Alfa Laval Inc.
5400 International Trade Drive
Richmond VA 23231

COVERAGES **CERTIFICATE NUMBER:** 1450017951 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X SIR: $40,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			GL6634499	1/1/2022	1/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			14ABS41702	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			80638537	1/1/2022	1/1/2023	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	14WNS41700	1/1/2022	1/1/2023	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	USL&H / STOP GAP $1,000,000 $1,000,000 $1,000,000
B	Hired Car Physical Damage Limit: $100,000 per Auto			14ABS41702	1/1/2022	1/1/2023	Comprehensive Collision	$2,000 DED $2,000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Annual Purchase Order for Fiscal Year 2017-2018
City of Redlands is included as additional insured under the General Liability and Automobile Liability as required by written contract with respect to work performed by the named insured for specifically referenced jobs. The General Liability applies as primary and non-contributory to the additional insureds own liability coverages if required by written contract.

CERTIFICATE HOLDER

City of Redlands
35 Cajon Street, Ste 15B
Redlands CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Connie Beckman

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Alfa Laval Inc.

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
5400 International Trade Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Richmond, VA 23231

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

or

Employer identification number
1 3 – 1 6 8 1 6 3 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ RT Madison Date ▶ 11/20/2018

General Instructions

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

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

Purpose of Form

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

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

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

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

Business Search

Search By: Business Name Value: alfa laval Search

Specify Start Date Range (Optional)

Account #	Business Name	Expire Date	Address
08118660	ALFA LAVAL INC	12/31/2021	JOB SITE, REDLANDS, CA 92373

Total records found: 1

February 23, 2022

City of Redlands
1110 East Clark Ave.
Santa Clara 93455
United States

Attention: Fernando Mata

Reference: City of Redlands WWTP
Sole Source Procurement (Parts & Service)
(1) ALDEC G2-95 Ser# 5024634

Alfa Laval Inc.
10470 Deer Trail Drive
Houston, TX 77038
USA
Tel: +1 800-362-9041
Fax: +1 281-449-1324
www.alfalaval.us

Dear Mr. Mata,

Alfa Laval Inc. is the Original Equipment Manufacturer (O.E.M.) of the (1) ALDEC G2-95 Ser# 5024634 installed at the City of Redlands and is the sole source authorized provider for all Original Equipment Manaufacturer (O.E.M.) parts and service. Only Alfa Laval Inc. certified personnel are allowed to install parts in order to preserve the equipment warranty. Anyone who is not authorized by Alfa Laval to install the parts will subject the Centrifuge to be out of warranty.

Alfa Laval continues to develop and bring technology to our industry. Due to the sensitive nature of Alfa Laval's technology, our equipment and most replacement parts are either proprietary or patented, as each is designed specifically for your equipment, the application, and expected use, therefore, others cannot legally manufacture our equipment or offer Alfa Laval O.E.M. replacement parts and service.

Constant investment in reasearch and development, a commitment to quality, and improving our new equipment and our equipment currently in operation around the world, allows Alfa Laval to bring the latest developments in technology to our industry and clients. This includes patented or proprietay items. An illustration of this commitment is our quality assurance program. All parts are made to Alfa Laval's standard level of quality under ISO9001:2015 certified procedures.

Thank you for requesting this information and the opportunity to fully explain our commitment. If you have any questions, I can be reached at 832-683-7205. Or Marc Perratore @ 201-388-8393

Sincerely,

John Moccero

John Moccero
Regional Sales Manager

Classified by Alfa Laval as: Business

From: HDL
To: TaxDept.richmond
Subject: City of Redlands - Business License Renewal Accepted
Date: Tuesday, December 21, 2021 12:13:56 PM

CAUTION. This e-mail originated from outside of Alfa Laval. Please be mindful of attachments and links.

Dear Business Owner,

The business license renewal for ALFA LAVAL INC - Account No. 08118660 has been reviewed and approved.

In order to speed up the delivery of your business license certificate this year, it's being sent to you in electronic format. The certificate you receive by email is exactly the same one you would normally receive by postal mail.

If you do not wish to receive your business license via email, please send a request to Redlands@HdLGov.com. Please make sure to reference your account number 08118660 in your correspondance. If you opt out of email delivery please allow 2 to 4 weeks for your new business license certificate to arrive by postal mail.

Thank you for doing business in the City of Redlands!

Best Regards,

City of Redlands, CA
Business License Support Center

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: REPLACEMENT & PARTS FOR SULZER PUMPS
Account #: 521900-7208
Vendor: BRAX COMPANY, INC.
Amount: $35,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☐	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☐	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: F. Mata Date: 4/19/22

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Fernando Mata, Wastewater Operations Superintendent

DATE: March 01, 2022

SUBJECT: Sole/Single Source Memo Brax Company, Inc.

The Municipal Utilities & Engineering Department is requesting to utilize Brax Company, Inc. for parts and replacement of Sulzer Pumps throughout the Wastewater Treatment Plant. These progressive and vertical pump is a type of positive displacement pump that transfers flows (e.g., primary, secondary, sludge, or solids) through the progress of the pump to various processes of the treatment plant.

The Wastewater Division has five (5) Sulzer pumps that continuously require maintenance, service, and replacement parts. Brax Company, Inc. can provide the procurement of non-competitive/sole source pricing of these Sulzer pumps.

The cost is included in MUED's FY 2022/2023 budget.

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/18/22

TO: Purchasing Division

FROM: Municipal Utilities & Engineering Dept.

Purchase Requisition # _____

Estimated Total Cost: $ 35,000

Proposed Vendor: Brax Company

Request Term: 2022/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: Sulzer Vertical Pumps

Manufacturer/Model Number: Johnston 37987

Age: 1-2 years

Current Estimated Value: $65,000

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

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

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

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

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

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

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

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

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

3. Was an evaluation of other equipment, products, or services performed?
☐ Yes ■ No
If yes, please explain the type of evaluation performed and provide all supporting documentation:

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

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

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

F. Mata — 04/18/2022
Prepared by — Date

Department Director — 4/26/22
Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

Rev 1.31.19

HIDDVAL-01 WMORELOS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861
San Marcos - Escondido
Alliant Insurance Services, Inc
570 Rancheros Dr Ste 100
San Marcos, CA 92069

CONTACT NAME: Wilhem Morelos
PHONE (A/C, No, Ext): (760) 304-7120 FAX (A/C, No): (760) 304-7748
E-MAIL ADDRESS: WMorelos@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : Berkshire Hathaway Homestate Insurance Company	20044
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Brax Company, Inc.
Hidden Valley Pump Systems, Inc.
DBA: Bear State Pump and Equipment
31248 Valley Center Rd
Valley Center, CA 92082

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		6081065504	7/31/2021	7/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		6081065518	7/31/2021	7/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			6081065521	7/31/2021	7/31/2022	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BRWC124535	7/31/2021	7/31/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Redlands, their officers, officials, employees and volunteers are named as Additional Insured.

CERTIFICATE HOLDER

City of Redlands
Risk Management Division
PO Box 3005
Redlands, CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CNA

Manufacturers' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Manufacturers' General Liability Extension Endorsement

1. **ADDITIONAL INSUREDS**

   a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

      (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

      (2) was executed prior to:

         (a) the **bodily injury** or **property damage**; or

         (b) the offense that caused the **personal and advertising injury**,

         for which such additional insured seeks coverage.

   b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

      (1) a higher limit of insurance than required by such contract or agreement; or

      (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

      Any coverage granted by this endorsement shall apply only to the extent permissible by law.

   A. Controlling Interest

   Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

   1. such person or organization's financial control of a **Named Insured**; or
   2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

   provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

   B. Co-owner of Insured Premises

   A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

   C. Grantor of Franchise

   Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

   D. Lessor of Equipment

   Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

   E. Lessor of Land

   Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the

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termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:

   a. Bodily injury, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

   b. Bodily injury or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

   a. the **Named Insured's** acts or omissions; or

   b. the acts or omissions of those acting on the **Named Insured's** behalf,

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in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
   - **a.** **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
   - **b.** any express warranty unauthorized by the **Named Insured**;
   - **c.** any physical or chemical change in any product made intentionally by such person or organization;
   - **d.** repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   - **e.** any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   - **f.** demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
   - **g.** products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
   - **h.** **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
     - **(1)** the exceptions contained in Subparagraphs **d.** or **f.** above; or
     - **(2)** such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph **J.** also does not apply:
   - **a.** to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
   - **b.** to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
   - **c.** if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part.**

K. Other Person Or Organization / Your Work

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Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. for **bodily injury**, **property damage**, or **personal and advertising injury** arising out of the rendering or failure to render any professional service;
2. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor
3. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:
   a. this **Coverage Part** provides such coverage;
   b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and
   c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS** the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named**

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Insured's reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

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7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES – Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability** the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability** the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

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Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

  (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

  (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

  when such **bodily injury** arises out of a **health care incident**.

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- the **Named Insured's volunteer workers** are **Insureds** with respect to:

  (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

  (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

  when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. **LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is $200,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: @@@@@@@@@@@; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

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2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

   This insurance does not apply to:

   Knowing Violation of Rights of Another

   Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

   (a) the **Named Insured**; or

   (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

   This insurance does not apply to:

   Employment Related Discrimination

   Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

   Premises Related Discrimination

   discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSUREDS** of this endorsement; or

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- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and

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(6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of $25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

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Manufacturers' General Liability Extension Endorsement

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT – BA PLUS

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I. LIABILTY COVERAGE

A. Who Is An Insured

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B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) □re re□□□d □□ □llo□□

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C. Fellow Employee

Section II, Paragraph B.5 doe□ □o□□□□ly□

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II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III. Paragraph A.2., i□ re□□□d □ i□clude □i□□□□ruc□□u□ □ 10□000 □u□d□ □ □□□□ □

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

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C. Transportation Expenses

Section III, Paragraph A.4.a. i□ re□□d□ □i□□ re□□ec□□ □□□□□or□□ib□ e□□e□□e i□curred by you□ □ □ro□ide:

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D. Loss of Use Expenses

Section III, Paragraph A.4.b. i□ re□□d□ □i□□ re□□ec□□ lo□□ o□u□e e□□e□□e□ i□curred by you□□ □ro□ide:

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E. Personal Property

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F. Rental Reimbursement

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H. Airbag Coverage

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I. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. □re dele□ed □□d re□□ced by □□e □ollo□i□□:

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J. Diminution In Value

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III. Drive Other Car Coverage – Executive Officers

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IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

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B. Concealment, Misrepresentation or Fraud

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C. Policy Period, Coverage Territory

Section IV, Paragraph B.7.b.(5) i□ re□□ed □o □ro□ide:

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V. DEFINITIONS

Section V. Paragraph C. i□ dele□ed □□d re□□ced by □□e □ollo□i□□:

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CITY OF REDLANDS

BUSINESS TAX CERTIFICATE

2022

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

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

Business Name	BRAX COMPANY, INC.
Business Location	31248 Valley Center Rd Valley Center, Ca 92082-6757
Business Owner(s)	BRAX COMPANY, INC.

BRAX COMPANY, INC.
31248 VALLEY CENTER RD
VALLEY CENTER, CA 92082-6757

Business Type	Contractor- Specialty
Description	GENERAL CONTRACTOR
Certificate Number:	08129093
Effective Date	January 01, 2022
Expiration Date	December 31, 2022

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

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

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Brax Company Inc

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

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

5 Address (number, street, and apt. or suite no.) See instructions.
31248 Valley Center Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Valley Center, CA 92082

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1-14-2021

General Instructions

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

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

Purpose of Form

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

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

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

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

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: PROVIDE PARTS & REPLACEMENT OF ITT GOULDS PUMPS
Account #: 521900-7208
Vendor: CHARLES P CROWLEY
Amount: $35,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☐	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: F. Mata Date: 4/19/22

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Fernando Mata, Wastewater Operations Superintendent

DATE: March 1, 2022

SUBJECT: Sole/Source Memo Charles P. Crowley Company

The Municipal Utilities & Engineering Department requests to utilize Charles P. Crowley Company (CP Crowley) for parts and replace ITT Goulds pumps at the Wastewater Treatment Facility. The membrane bioreactor (MBR) houses six (6) ITT Goulds pumps in continuous operation throughout the 24-hour day. These pumps deliver permeate water to our chlorine contact tank for disinfection. The delivery of this reclaimed water is designated to Edison's Mountainview Power Plant and other end users for irrigation. These pumps are responsible for delivering ~4.5 million gallons per day. ITT Goulds heavy-duty process pumps have proven excellent coverage for our application and are highly efficient.

CP Crowley has a long relationship with the City of Redlands; and is designated the exclusive authorized distributor for all ITT Goulds products (i.e., pumps and original parts) in the municipal market.

The cost is included in MUED FY 2022/2023 budget.

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/11/22

TO: Purchasing Division

FROM: 521900-7208

Purchase Requisition # CHARLES P CROWL

Estimated Total Cost: $ $35,000

Proposed Vendor: CHARLES P. CROWLEY, INC.

Request Term: 2022/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: ITT GOULDS PUMPS (6)

Manufacturer/Model Number: GOULDS 3196

Age: 18 YEARS

Current Estimated Value: $120,000

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

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

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

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

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

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

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

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

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

3. Was an evaluation of other equipment, products, or services performed?
☐ Yes ■ No
If yes, please explain the type of evaluation performed and provide all supporting documentation:

PROVIDE PARTS & REPLACEMENT OF ITT GOULDS PUMPS

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

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

Wastewater Staff would be required to seek out an alternative provider, affecting City's efforts to standardized equipment.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

F. Mata — 04/18/2022
Prepared by — Date

L.R.H — 4/26/22
Department Director — Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

Rev 1.31.19

CHARPCR-01 CSIMONDS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Arroyo Insurance Services - A1 225 E Santa Clara Street Suite 130 Arcadia, CA 91006	PHONE (A/C, No, Ext): (626) 799-9532	FAX (A/C, No): (626) 623-6135
	E-MAIL ADDRESS: customerservicearcadia@arroyoins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED	INSURER B : California Auto Insurance Co	38342
Charles P. Crowley Company, Inc. 15861 Business Center Drive Irwindale, CA 91706	INSURER C : State Compensation Ins. Fund	35076
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		4030846847	8/1/2021	8/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		BA040000006829	8/1/2021	8/1/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			6056729789	8/1/2021	8/1/2022	EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			920216722	1/1/2022	1/1/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N / N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Redlands, their officers, officials, employees and volunteers are named Additional Insured.

CERTIFICATE HOLDER

City of Redlands; Risk Management Division
P.O. Box 3005
Redlands, CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

ITT

Kang S. Choi
Regional Sales Engineer
Municipal Business

Goulds Pumps

Saint Charles IL Sales Office
tel 630 797-5149
email kang.choi@itt.com

January 1, 2022

To Whom It May Concern:

ITT Goulds Pumps is pleased to confirm that Charles P Crowley Company. is currently our exclusive authorized distributor for all pumps and original replacement parts for the municipal market. This includes products marketed under the ITT Goulds Pumps brand names for the municipal water and wastewater market, in the counties of southern California defined in their distributor agreement.

You may contact Charles P Crowley Company. at:

Charles P Crowley Company
15861 Business Center Drive
Irwindale, CA 91706
Phone: (626) 856-5656
FAX: (626) 856-5658
URL: www.cpcrowley.com

If you require additional information or have any questions regarding this matter, please feel free to contact our office.

Sincerely,

Kang S. Choi
Regional Sales Engineer

accounting@cpcrowley.com

From: redlands@hdlgov.com
Sent: Thursday, February 3, 2022 7:21 AM
To: accounting@cpcrowley.com
Subject: City of Redlands - Business License Renewal Accepted

Dear Business Owner,

The business license renewal for CHARLES P. CROWLEY COMPANY - Account No. 08130381 has been reviewed and approved.

In order to speed up the delivery of your business license certificate this year, it's being sent to you in electronic format. The certificate you receive by email is exactly the same one you would normally receive by postal mail.

If you do not wish to receive your business license via email, please send a request to Redlands@HdLGov.com. Please make sure to reference your account number 08130381 in your correspondance. If you opt out of email delivery please allow 2 to 4 weeks for your new business license certificate to arrive by postal mail.

Thank you for doing business in the City of Redlands!

Best Regards,

City of Redlands, CA
Business License Support Center

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/24/22

TO: Purchasing Division

FROM: MUED - Water / Wastewater

Purchase Requisition # Annual PO

Estimated Total Cost: $ 184,000

Proposed Vendor: D&H Water Systems

Request Term: FY 2022/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: (4) Evoqua V-2000 Gas Feed Chlorinator

Manufacturer/Model Number: Evoqua V-2030

Age: 2 Yr

Current Estimated Value: $45,000

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

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

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

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

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

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

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

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

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

3. Was an evaluation of other equipment, products, or services performed?
☐ Yes ■ No
If yes, please explain the type of evaluation performed and provide all supporting documentation:

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

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**
Explore alternative manufactures and equipment solutions, likely resulting in a sole/single source with another maunfacture.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

	4/24/22
Prepared by	Date
	4/26/22
Department Director	Date

Purchasing Approvals

Purchasing Agent Approval	Date
City Manager Approval	Date

Rev 1.31.19

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
Director

TO: Dana Abramovitz, Purchasing

FROM: Paul Mariscal, Water Operations & Maintenance Superintendent
Fernando Mata, Wastewater Superintendent

DATE: March 24, 2022

SUBJECT: Sole/Single Source Memo D&H Water Systems

MUED is requesting to utilize D&H Water Systems to perform mandatory annual maintenance, supply necessary equipment support and provide specialized operator training for the City's water and wastewater divisions.

The water and wastewater treatments plant utilize Evoqua and Wallace & Tiernan (a division of Evoqua) and ProMinent Fluid Controls to properly operate and analyze the water and wastewater treatment processes. The equipment used is critical to operations and ensures the delivery of safe drinking water to the public and proper analysis of wastewater treatment processes. Without this specialized equipment, treatment operations would be inoperative which would result in the City's inability to utilize one of its most cost effective drinking water sources and cause failure to meet wastewater regulatory reporting requirements.

As explained in the attached letter from Evoqua, D&H Water Systems is the certified service and training representative for Evoqua chlorine gas feed and Wallace & Tiernan analyzer equipment in southern California. Additionally, D&H Water Systems is similarly the exclusive municipal representative for ProMinent Fluid Controls chemical feed and analyzer equipment. The WWTP utilizes chemical metering equipment as an effective means of disinfection of the permeate water from the Membrane Bio-Reactor. The City has utilized D&H Water Systems over the past several years in the Water and Wastewater Divisions to perform specialized maintenance and have extensive experience with our specific chlorine gas feed and monitoring systems as well as process equipment within the Wastewater Treatment Plant.

Alternatives for this equipment would result in costly system redesigns, significate plant down time, and may require permitting from the State Water Resources Control Board. Water and wastewater treatment is a very specialized field, alternative equipment of this kind would also result in sole source support from authorized vendors.

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: Root Control throughout the City (Diquat Herbicide)
Account #: 521900-6710
Vendor: Dukes Root Control
Amount: $53,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☐	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: F. Mata Date: 4/18/22

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department

John R. Harris
MUED Director

MEMORANDUM

TO: Dana Abramovitz, Purchasing Manager

FROM: James Estrada, Wastewater Collection System Supervisor

DATE: March 22, 2022

SUBJECT: Sole/Source Memo Dukes Root Control, Inc.

The Municipal Utilities & Engineering Department is requesting to utilize Dukes Root Control, Inc. to provide sewer root control services. Dukes Root Control has completed over 11 successful root control projects with the City of Redlands since 1996.

The Wastewater Collection Division designates approximately 5 miles of 6" to 8" sewer main line that have been identified through CCTV inspections for root intrusion.

The Collection Division maintain a Root Control Program as described under the City's Sewer System Management Plan, which prevents root intrusion from occurring in the city main lines. This annual project results in preventing overflows and reduces staff time to maintain these line segments.

Dukes Root Control, Inc. is the only commercial applicator licensed to apply RAZOROOTER in California. Dukes is registered with the Californian Department of Pesticide Regulation. Duke's applicators are certified with the same agency to perform applications to sewers.

The cost is included in MUED's FY 2022/2023 budget.

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/18/22

TO: Purchasing Division

FROM: 521900-6710

Purchase Requisition # Dukes Root Control

Estimated Total Cost: $ $53,000

Proposed Vendor: Dukes Root Control

Request Term: 2022/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ☐ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

   Root Control throughout the City (Diquat Herbicide)

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

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

   Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts in root control preventative maintenance project.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

F. Mata — 04/18/2022
Prepared by — Date

J. R. Ha — 4/26/22
Department Director — Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

Rev 1.31.19

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Krauter & Company
1330 Lake Robbins Drive
Suite 405
The Woodlands NY 77380

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Company	10851
INSURER B : Starr Indemnity & Liability Company	38318
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED FUMIHOL-01
Duke's Root Control, Inc.
1020 Hiawatha Blvd. West
Syracuse, NY 13204

COVERAGES **CERTIFICATE NUMBER:** 296673383 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EF4ML06445-211	6/30/2021	6/30/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Professional Liab.	$ 1,000,000
B	AUTOMOBILE LIABILITY			1000635722211	6/30/2021	6/30/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EF4CU01484-211	6/30/2021	6/30/2022	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			1000003761	6/30/2021	6/30/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N (Mandatory In NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Pollution Legal			EF4ML06445-211	6/30/2021	6/30/2022	Products Pollution Contractors Pollution Site Pollution	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate is issued as evidence of insurance coverage only.

CERTIFICATE HOLDER

City of Redlands
1950 Nevada
Redlands CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DUKE'S ROOT CONTROL, INC

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
1020 HIAWATHA BLVD W

Requester's name and address (optional)

6 City, state, and ZIP code
SYRACUSE, NY 13204

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
7 5 - 3 0 2 6 8 0 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 02/22/2022

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CITY OF REDLANDS

BUSINESS TAX CERTIFICATE

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

2022

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

Business Name	DUKE'S ROOT CONTROL, INC
Business Location	1020 Hiawatha Blvd W Syracuse, Ny 13204-4163
Business Owner(s)	DUKE'S ROOT CONTROL, INC
Business Type	Contractor- General
Description	SEWER LINE ROOT CONTROL CONTRACTOR

DUKE'S ROOT CONTROL, INC
1020 HIAWATHA BLVD W
SYRACUSE, NY 13204-4163

Certificate Number:	08129243
Effective Date	July 01, 2021
Expiration Date	June 30, 2022

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

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

DUKE'S ROOT CONTROL, INC:

Thank you for your payment on your City of Redlands Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business tax certificate, contact the Business Tax Support Center via email at: Redlands@hdlgov.com or by telephone at: (909) 479-2111.

Keep this portion for your tax certificate separate in case you need a replacement for any lost, stolen, or destroyed tax certificate. A fee may be charged for a replacement or duplicate tax certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of Redlands Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the city limits of City of Redlands, please display the Business Tax certificate above in a conspicuous place at the premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view upon any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.

BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Redlands
BUSINESS TAX CERTIFICATE

HD10924A
4000000202 202/1

DUKE'S ROOT CONTROL, INC
1020 HIAWATHA BLVD W
SYRACUSE NY 13204-4163

Certificate Number: **08129243**

Date of Issue: **07/01/2021**

DUKE'S
ROOTED IN INNOVATION

Headquarters: 400 Airport Rd., Suite E. | Elgin, IL 60123

March 1, 2022

James Estrada
W.W. Collections Supervisor
City of Redlands
P.O. Box 3005
Redlands, CA 92373

RE: Razorooter® Licensing Information

Dear Mr. Estrada:

RAZOROOTER®, which contains the active ingredient, diquat dibromide ("diquat"), is a proprietary product of Duke's Root Control, Inc. and is currently the only diquat-based, sewer root control product registered with the U.S. Environmental Protection Agency (EPA Registration No. 94625-3).

At the present time, Duke's Root Control, Inc. is the only commercial applicator licensed to apply RAZOROOTER® in CA. Duke's is registered with the California Department of Pesticide Regulation, and Duke's applicators are certified with this same agency to perform pesticide applications to sewers.

If you have any questions or require additional information, please contact me at 1-800-447-6687.

Respectfully,

Tom Edwards

DUKE'S
ROOTED IN INNOVATION

Headquarters: 400 Airport Rd., Suite E. | Elgin, IL 60123

March 1, 2022

Mr. James Estrada
W.W. Collections Supervisor
City of Redlands
P.O. Box 3005
Redlands, CA 92373

Dear Mr. Estrada:

Thank you for expressing interest in Duke's foaming root control service. As per your request for quotation, Duke's Root Control, Inc. will treat any sewers for the unit prices listed below:

Pipe Size	Unit Price
6 inch	$1.78/foot
8 inch	$1.78/foot
10 inch	$1.96/foot
12 inch	$2.13/foot
15 inch	$2.98/foot

Prices are computed per linear foot, manhole to manhole, and are good for 60 days after the issue date of March 1, 2022. Please note that a $3,000 minimum is required, and prices for pipes larger than 15 inches are determined on a case-by-case basis. Duke's standard guarantee applies to all sanitary sewers treated.

If you require any further information, please call 1-800-447-6687. Thank you for your interest in our service.

Sincerely,

Thomas W. Edwards

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: Bio-Solids/Centrifuge Progressive Cavity Pump
Account #: 51900-7208
Vendor: DXP Enterprises
Amount: $45,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☐	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: F. Mata Date: 4/19/22

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Fernando Mata, Wastewater Operations Superintendent

DATE: March 22, 2021

SUBJECT: Sole/Single Source Memo DXP Enterprises.

The Municipal Utilities & Engineering Department is requesting to utilize DXP Enterprises for parts and replacement of Seepex progressive cavity pumps Wastewater Treatment Plant's dewatering facility. A progressive cavity pump is a type of positive displacement pump that transfers biosolids flow from digesters to the centrifuge for proper disposal.

The Wastewater Division has one critical Seepex pump that continuously require maintenance, service, and replacement parts. DXP Enterprises can provide the procurement of non-competitive/sole source pricing of these Moyno progressive cavity pumps.

The cost is included in MUED's FY 2022/2023 budget.

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/18/22

TO: Purchasing Division

FROM: 51900-7208

Purchase Requisition # DXP Enterprises

Estimated Total Cost: $ $45,000

Proposed Vendor: DXP Enterprises

Request Term: 2022/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: Progressive Cavity Pumps

Manufacturer/Model Number: MAC I 110/bn 70-6L

Age: 25 yrs.

Current Estimated Value: $50,000

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

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

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

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

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

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

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

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

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

3. Was an evaluation of other equipment, products, or services performed?
☐ Yes ☐ No
If yes, please explain the type of evaluation performed and provide all supporting documentation:

Bio-Solids/Centrifuge Progressive Cavity Pump

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

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

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

F. Mata 04/18/2022
Prepared by Date

[signature] 4/26/22
Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
2500 City West Boulevard, Suite 2400
Houston TX 77042

CONTACT NAME: Patsy Howard
PHONE (A/C, No, Ext): 713-780-6620 FAX (A/C, No): 212-948-6320
E-MAIL ADDRESS: patsy.howard@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of Amer	25674
INSURER B : Navigators Insurance Company	42307
INSURER C : Standard Fire Insurance Company	19070
INSURER D :	
INSURER E :	
INSURER F :	

INSURED DXPEN-1
DXP Enterprises, Inc.
(see attached named insured list)
5301 Hollister St
Houston TX 77040

COVERAGES **CERTIFICATE NUMBER:** 1549844592 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			TJGLSA9366B88922	1/1/2022	1/1/2023	EACH OCCURRENCE	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X Pollution						MED EXP (Any one person)	$5,000
	X Contractual						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY			TC2JCAP9366B92122	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR			HO22EXC894354IV	1/1/2022	1/1/2023	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$10,000,000
	[ ] DED [X] RETENTION $ 0							$
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB0P0460732251K	1/1/2022	1/1/2023	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N/A		UB0P0058162251R	1/1/2022	1/1/2023	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy contains a blanket additional insured endorsement for both ongoing and completed operations, on a primary and non-contributory basis, that provides additional insured status only when there is a written contract that requires such status. The Auto Liability policy includes a blanket additional insured endorsement, on a primary and non-contributory basis, that provides additional insured status only when there is a written contract that requires such status. The General Liability, Auto Liability and Workers' Compensation/Employers Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract that requires it. Excess Liability is follow form of underlying. Workers Compensation includes USL&H, OCSLA, Maritime and an Alternate Employer Endorsement as required by written contract. Workers Compensation policy includes Employers Liability Coverage endorsement for monopolistic states. Policies noted herein contain a blanket 30 day notice of cancellation where required by written contract.
See Attached...

CERTIFICATE HOLDER

City of Redlands Risk Management Division
P.O. Box 3005
Redlands CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brett Herrington

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AGENCY CUSTOMER ID: DXPEN-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	DXP Enterprises, Inc. (see attached named insured list) 5301 Hollister St Houston TX 77040
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Named Insured to read:
Alaska Pump & Supply, Inc.
Aledco, Inc.
APO Pumps & Compressors, Inc.
Application Specialties, Inc.
B27, LLC
B27 Holdings, Corp.
B27 Engineered Pumps & Systems
B27 Resources, Inc.
Bayou Pumps, Inc.
Best Equipment Service & Sales Company, LLC dba Best PumpWorks
Best Holding, LLC
Burlingame Engineers, Inc.
Carter & Verplanck Inc.
Corporate Equipment Company, LLC
Cortech Engineering LLC
CRS Technologies, Inc.
Drydon Equipment Inc.
DXP Acquisition, Inc.
DXP Enterprises, Inc.
DXP Enterprises, Inc. dba C.W.Rod Tool
DXP Enterprises, Inc. dba D&F Distributors
DXP Enterprises, Inc. dba Delta Process Equipment
DXP Enterprises, Inc. dba DXP Electrical Group
DXP Enterprises, Inc. dba Falcon Pump & Supply
DXP Enterprises, Inc. dba Gulf Coast Torch & Regulator
DXP Enterprises, Inc. dba Indian Fire and Safety
DXP Enterprises, Inc. dba Jerzy Industries
DXP Enterprises, Inc. dba Kenneth Crosby
DXP Enterprises, Inc. dba Kenneth Crosby New York
DXP Enterprises, Inc. dba Kenneth Crosby Southern Tier
DXP Enterprises, Inc. dba Kenneth Crosby Western New York
DXP Enterprises, Inc. dba Lone Wolf Rental
DXP Enterprises, Inc. dba Machine Tech Services
DXP Enterprises, Inc. dba Mid-Continent Safety
DXP Enterprises, Inc. dba M.W. Smith Equipment
DXP Enterprises, Ind. dba Practical Sales & Service
DXP Enterprises, Inc. dba Pump & Power Equipment
DXP Enterprises, Inc. dba Quadna
DXP Enterprises, Inc. dba Rocky Mountain Supply
DXP Enterprises, Inc. dba Safety Alliance
DXP Enterprises, Inc. dba Safety International
DXP Enterprises, Inc. dba SafetyMaster
DXP Enterprises, Inc. dba Sepco Industries
DXP Enterprises, Inc. dba SmartSource
DXP Enterprises, Inc. dba Southern Engine Pump
DXP Enterprises, Inc. dba Strategic Supply
DXP Enterprises, Inc. dba T.L. Walker Bearing
DXP Enterprises, Inc. dba Tool Tech Industrial Machinery and Supply
DXP Enterprises, Inc. dba Tucker Tool Company
DXP Enterprises, Inc. dba York Pump & Equipment
DXP Investments, LLC
DXP Services, LLC
Force Engineered Products, Inc.
HSE Integrated Inc.
HSE Integrated, LLC
Integrated Flow Solutions, LLC
Machinery Tooling and Supply, LLC
MB Equipment Inc. dba JL Wingert Co
North Shore Pump and Equipment Company
Pelican State Supply Company, Inc.
PFI, LLC dba Vertex Distribution
PMI Investments, LLC
PMI Operating Co, LTD, dba Machine Tech Services
PMI Operating Co, LTD, dba Power Machinery
PMI Operating Co, LTD, dba Production Pump
Pumping Solutions, Inc.
Pumping Systems, Inc.

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AGENCY CUSTOMER ID: DXPEN-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	DXP Enterprises, Inc. (see attached named insured list) 5301 Hollister St Houston TX 77040
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Precision Industries, Inc.
Premier Water LLC
Process Machinery Inc.
Pump-PMI, LLC
Pumpworks 610, LLC dba Best Pump Works
RA Mueller, Inc.
Sport RE, LLC
Tool Supply, Inc.
Total Equipment Company
Turbo Machinery Repair, Inc.

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

DXP ENTERPRISES, INC.

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

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

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

PO BOX 1697

Requester's name and address (optional)

6 City, state, and ZIP code

HOUSTON, TEXAS 77251-1697

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

7	6	–	0	5	0	9	6	6	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 5-10-2021

General Instructions

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

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

Purpose of Form

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

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

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

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

SEEPEX.
An Ingersoll Rand Business

Date	Reference	Extension
03.03.2022	Seepex Pumps	

Subject **DXP Enterprises**

SEEPEX Inc.
511 Speedway Drive
Enon, Ohio 45323
USA

T +1 937 864-7150
sales.us@seepex.com
www.seepex.com

To Whom It May Concern

DXP enterprises located in Anaheim, CA is the exclusive authorized representative of Seepex products in Southern California and Nevada. Zip codes 900XX-935XX and 890XX. This includes municipal and industrial markets as defined by Seepex.

This authorization is for the sales, service and repair of all Seepex products.

Please feel free to contact me if you have question or require additional information.

Ben Wells

Ben Wells
Western Territory Sales Manager
bwells@seepex.com
(707) 741-0428

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: WATER METERS AND MISC SUPPLIES
Account #: 501900-7808
Vendor: FERGUSON
Amount: WATERWORKS $430,000.00

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☐	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☐	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2022.04.26 08:53:29 -07'00' Date: 4/26/22

Sole Source/ Single Source/ Standardization Form

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

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

Date: 3/1/22

TO: Purchasing Division

FROM: MUED

Purchase Requisition # ANNUAL PO

Estimated Total Cost: $ 430,000

Proposed Vendor: ~~FERGUSON WATERWORKS~~

Request Term: 07/01/22-06/30/23

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: MULTIPLE SIZE METERS

Manufacturer/Model Number: NEPTUNE

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

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

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

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Prepared by — Date: 4/25/2022

Department Director — Date: 4/26/22

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

Rev 1.31.19

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

DATE: 5-17-22

TO: Dana Abramovitz, Purchasing Manager

FROM: Kevin Watson, Utilities Operations Manager KW

SUBJECT: Sole /Single Source Memo, Ferguson Waterworks

The Water Distribution division is requesting to utilize Ferguson Waterworks to supply Neptune Brand water meters. To accommodate these purchases and in accordance with the City's purchasing policy, staff is requesting a sole source annual purchase order be issued to Ferguson Waterworks (Ferguson) for Fiscal Year 2022-23.

Ferguson Waterworks is the sole distributor, as explained by the attached letter from Neptune. In California, Ferguson Waterworks is the sole distributor of Neptune water meters, reading systems, Neptune replacement parts, automated meter networks and other value-added services. If Neptune products are purchased from an out of state distributor, all warranties will be void. Additionally, the City is in process of converting to advanced meter infrastructure (AMI), existing meters can be retrofitted with a Neptune register with AMI, and the entire meter would not need to be replaced.

The City of Redlands has standardized the Neptune water meters for all replacement and new construction throughout the city. Standardizing with Neptune meters has improved our maintenance activities and reduced spare part inventors. Neptune products have proven to be excellent quality with outstanding factory support. Ferguson as well has worked with the City for several years and has provided outstanding customer service and quick turn around with special order parts.

NEPTUNE
TECHNOLOGY GROUP

4/18/2022

To: City of Redlands
Re: Neptune Meters and Parts Procurement

To Whom it May Concern:

Neptune Technology Group continues to value the longstanding relationship with utilities in the Southern California market. In order to meet procurement requirements and provide the City with optimum sales and customer experience, Neptune supports utilizing Ferguson Waterworks, our exclusive distributor for California. Neptune takes a single distributor approach to cover hardened territories set forth in our distributor agreements. Ferguson is a Level One distributor of Neptune which is the highest rank meaning they commit extra time to training and have certified sales and support team to support the Neptune product line and unique customer needs when it comes to water meter sales and system support. This includes our Neptune water meters, parts, software and extended services.

If you have any questions, please feel free to contact me at any time. My contact information is provided below. Otherwise, we look forward to being your most valued partner when it comes to the business of water measurement.

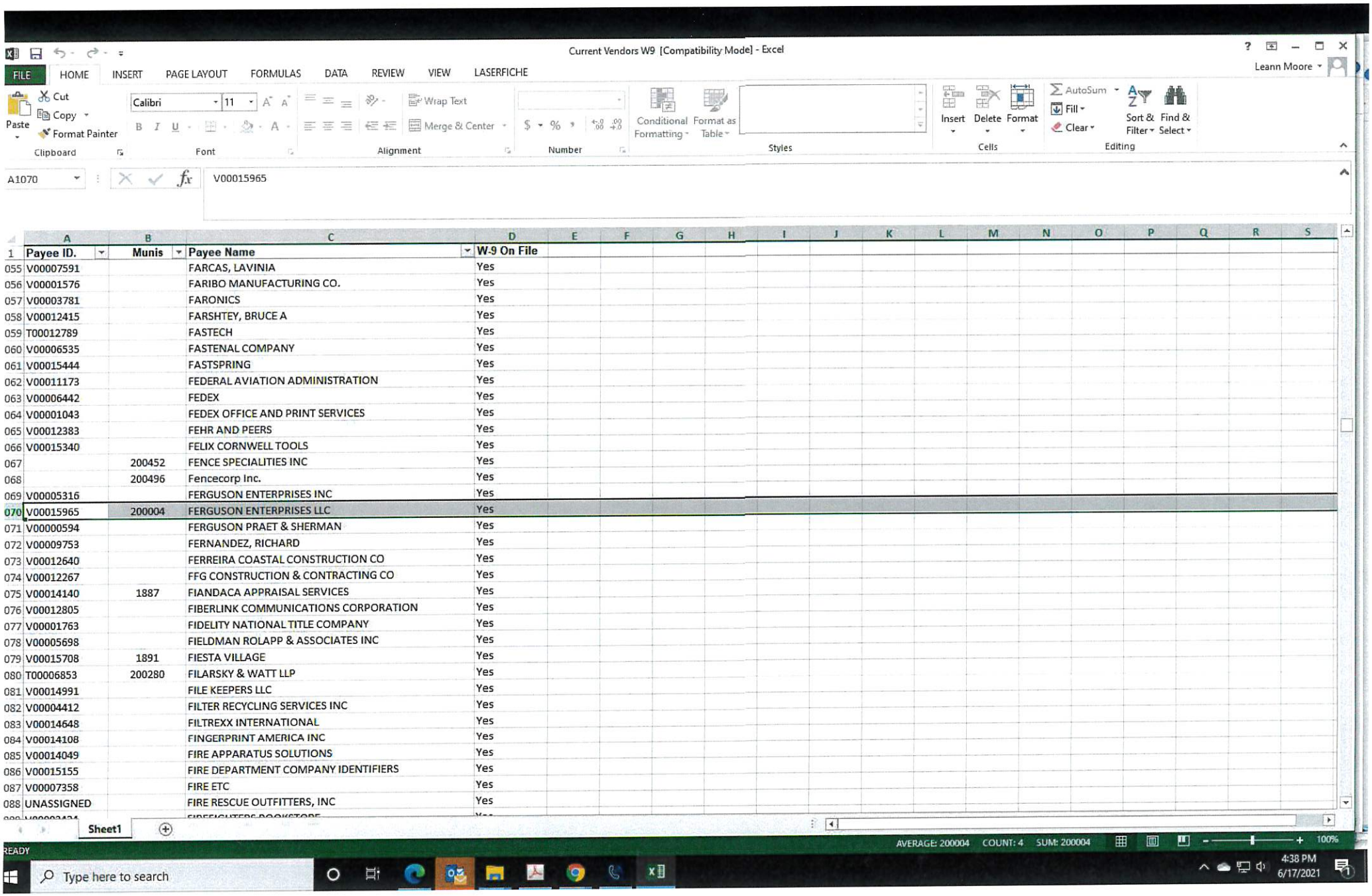
Sincerely,

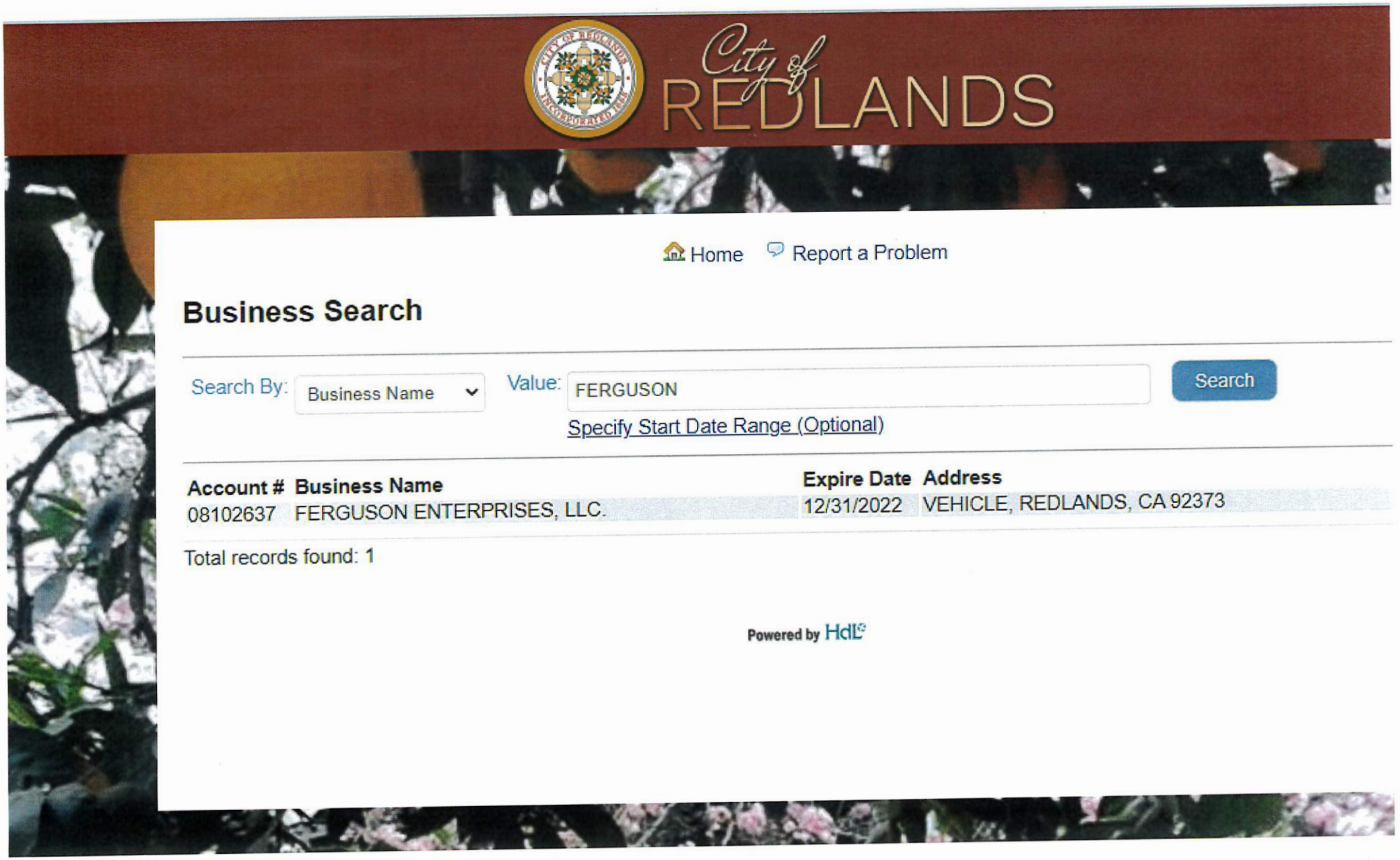
Andy Bohn

Andy Bohn
District Manager CA/NV
abohn@neptunetg.com
Cell: 415-710-2046

1600 Alabama
Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com


Current Vendors W9 [Compatibility Mode] - Excel
Leann Moore
FILE HOME INSERT PAGE LAYOUT FORMULAS DATA REVIEW VIEW LASERFICHE
Cut Copy Format Painter Paste
Calibri 11
Wrap Text Merge & Center
Conditional Formatting Format as Table
Insert Delete Format
AutoSum Fill Clear
Sort & Filter Find & Select
Clipboard Font Alignment Number Styles Cells Editing
A1070
V00015965
Payee ID. Munis Payee Name W-9 On File
055 V00007591 FARCAS, LAVINIA Yes
056 V00001576 FARIBO MANUFACTURING CO. Yes
057 V00003781 FARONICS Yes
058 V00012415 FARSHTEY, BRUCE A Yes
059 T00012789 FASTECH Yes
060 V00006535 FASTENAL COMPANY Yes
061 V00015444 FASTSPRING Yes
062 V00011173 FEDERAL AVIATION ADMINISTRATION Yes
063 V00006442 FEDEX Yes
064 V00001043 FEDEX OFFICE AND PRINT SERVICES Yes
065 V00012383 FEHR AND PEERS Yes
066 V00015340 FELIX CORNWELL TOOLS Yes
067 200452 FENCE SPECIALITIES INC Yes
068 200496 Fencecorp Inc. Yes
069 V00005316 FERGUSON ENTERPRISES INC Yes
070 V00015965 200004 FERGUSON ENTERPRISES LLC Yes
071 V00000594 FERGUSON PRAET & SHERMAN Yes
072 V00009753 FERNANDEZ, RICHARD Yes
073 V00012640 FERREIRA COASTAL CONSTRUCTION CO Yes
074 V00012267 FFG CONSTRUCTION & CONTRACTING CO Yes
075 V00014140 1887 FIANDACA APPRAISAL SERVICES Yes
076 V00012805 FIBERLINK COMMUNICATIONS CORPORATION Yes
077 V00001763 FIDELITY NATIONAL TITLE COMPANY Yes
078 V00005698 FIELDMAN ROLAPP & ASSOCIATES INC Yes
079 V00015708 1891 FIESTA VILLAGE Yes
080 T00006853 200280 FILARSKY & WATT LLP Yes
081 V00014991 FILE KEEPERS LLC Yes
082 V00004412 FILTER RECYCLING SERVICES INC Yes
083 V00014648 FILTREXX INTERNATIONAL Yes
084 V00014108 FINGERPRINT AMERICA INC Yes
085 V00014049 FIRE APPARATUS SOLUTIONS Yes
086 V00015155 FIRE DEPARTMENT COMPANY IDENTIFIERS Yes
087 V00007358 FIRE ETC Yes
088 UNASSIGNED FIRE RESCUE OUTFITTERS, INC Yes
Sheet1
READY
AVERAGE: 200004 COUNT: 4 SUM: 200004
100%
Type here to search
4:38 PM
6/17/2021


City of REDLANDS
Home
Report a Problem
Business Search
Search By: Business Name
Value: FERGUSON
Search
Specify Start Date Range (Optional)
Account # Business Name Expire Date Address
08102637 FERGUSON ENTERPRISES, LLC. 12/31/2022 VEHICLE, REDLANDS, CA 92373
Total records found: 1
Powered by HdL

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: Insecta Pesticide Sewer Collection System
Account #: 521900-6710
Vendor: Golden Bell Products
Amount: $63,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: F. Mata Date: 4/18/22

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department

John Harris
Director

MEMORANDUM

TO: Dana Abramovitz, Purchasing Manager

FROM: James Estrada, Wastewater Collection System Supervisor

DATE: March 22, 2022

SUBJECT: Sole/Source Memo Golden Bell Products, INC

The Municipal Utilities & Engineering Department requests to utilize Golden Bell Products for sewer line utility hole roach control services. Golden Bell Products has over a 10-year relationship with the City of Redlands. They are the designated exclusive INSECTA California service provider for sewer utility hole cockroach control.

There are approximately 5,000 sewer utility hole structures throughout the City and areas of Mentone that the Wastewater field staff is responsible for servicing and maintaining. Pests such as roaches enter sewer utility hole covers via pick points; due to this, the Wastewater Division maintains a Roach Control Program per the Sewer System Management Plan. The Roach Control Program is designed to mitigate the public nuisance and public health threats caused by cockroach infestation in the City's sanitary sewer system.

Applying Insecta pesticide is a safe and efficient way to help eliminate roach infestation in the utility holes. Golden Bell has the sole source right for the application and distribution of Insecta.

The cost is included in MUED's FY 2022/2023 budget.

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/18/22

TO: Purchasing Division

FROM: 521900-6710

Purchase Requisition # Golden Bell Products

Estimated Total Cost: $ $63,000

Proposed Vendor: Golden Bell Products

Request Term: 2022/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

   Insecta Pesticide Sewer Collection System

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

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

   Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

F. Mata — 04/18/2022
Prepared by — Date

J R. H — 4/26/22
Department Director — Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

Rev 1.31.19

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Beurden Ins. Serv, Inc. - Kingsburg PO Box 67 Kingsburg CA 93631	CONTACT NAME: Recia Shelton PHONE (A/C, No, Ext): (559) 897-2975 FAX (A/C, No): (559) 897-4070 E-MAIL ADDRESS:
INSURED (714) 630-3861 Golden Bell Products, Inc. P.O. Box 366 Atwood CA 92811	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Evanston Insurance Company — 35378 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 45112 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR			MKLV5ENV103230	10/25/2021	10/25/2022	EACH OCCURRENCE	$ 1,000,000
	X Incid.Prof.Services						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X $10,000 SIR						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			MKLV5EFX100835	10/25/2021	10/25/2022	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cont. Pollution Liab.			MKLV5ENV103230	10/25/2021	10/25/2022	$25,000 SIR	$2M Agg/1M Oc
A	Environ. Impairment Liab.			MKLV5ENV103230	10/25/2021	10/25/2022	$25,000 SIR	$2M Agg/1M Oc

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

It is agreed that the City of Redlands is named as an additional insured as respects to General Liability per attached additional insured form only when required by written contract.

CERTIFICATE HOLDER

City of Redlands
1270 W. Parks Avenue
Redlands CA 92373-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: MKLV5ENV103230

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract	N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

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2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract signed by both parties and executed prior to commencement of operations.	N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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MARKEL®

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following, where indicated by an "X" in the checkbox(es) below:

☒ COMMERCIAL GENERAL LIABILITY COVERAGE FORM
☒ CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM
☐ PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The following is added to the Other Insurance condition:

Other Insurance

This insurance will be primary and not contributory with any other insurance available to any person or organization under any other third party liability policy if required by a written contract, signed by both parties and executed prior to the commencement of operations or "your work".

All other terms and conditions remain unchanged.

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MARKEL®

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following, where indicated by an "X" in the checkbox(es) below:

☒ COMMERCIAL GENERAL LIABILITY COVERAGE FORM
☒ CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM
☐ PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Transfer Of Rights Of Recovery Against Others To Us condition:

Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization with whom the Named Insured has agreed, in a written contract executed prior to the "occurrence" or "pollution condition", to waive such rights of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization.

All other terms and conditions remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CalCoast Insurance Agency P.O. Box 1070 Los Alamitos, CA. 90720	CONTACT NAME: MARK FITZGERALD PHONE (A/C, No, Ext): 562-598-9701 FAX (A/C, No): 562-493-6736 E-MAIL ADDRESS:
INSURED Golden Bell Products Inc. PO BOX 366 ATWOOD CA 92811	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : MERCURY CASUALTY COMPANY INSURER B : STATE COMPENSATION INS. FUND INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] [ ] CLAIMS-MADE [ ] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS	Y	Y	BA040000047332	10/14/2021	10/14/2022	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH)	N / A	Y	1714034	10/04/2021	10/04/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

THE CITY OF REDLANDS IS NAMED AS ADDITIONAL INSURED

10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM & 30 DAYS NOTICE OF CANELLATION FOR OTHERWISE

CERTIFICATE HOLDER

CITY OF REDLANDS
1270 W PARKS AVE
REDLANDS CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Golden Bell Products Inc.

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
952 N Batavia Street

Requester's name and address (optional)

6 City, state, and ZIP code
Orange CA 92867

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
3 3 – 0 1 4 4 6 7 4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Mark Gedans Date ▶ JAN 27, 2022

General Instructions

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

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

Purpose of Form

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

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

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

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

CITY OF REDLANDS

BUSINESS TAX CERTIFICATE

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

2022

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

Business Name	GOLDEN BELL PRODUCTS		
Business Location	Various Redlands, Ca 92373	**Business Type**	Pest Control
Business Owner(s)	MURRILL G. ADAMS	**Description**	PEST CONTROL

GOLDEN BELL PRODUCTS
952 N BATAVIA ST
ORANGE, CA 92867-5555

Certificate Number:	08121019
Effective Date	July 01, 2021
Expiration Date	June 30, 2022

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

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

GOLDEN BELL PRODUCTS:

Thank you for your payment on your City of Redlands Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business tax certificate, contact the Business Tax Support Center via email at: Redlands@hdlgov.com or by telephone at: (909) 479-2111.

Keep this portion for your tax certificate separate in case you need a replacement for any lost, stolen, or destroyed tax certificate. A fee may be charged for a replacement or duplicate tax certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of Redlands Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the city limits of City of Redlands, please display the Business Tax certificate above in a conspicuous place at the premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view upon any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.

BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Redlands
BUSINESS TAX CERTIFICATE

HD10723A ALL FOR AADC 928
7000004562 00.0015.0129 4562/1

GOLDEN BELL PRODUCTS
952 N BATAVIA ST
ORANGE CA 92867-5555

Certificate Number: 08121019

Date of Issue: 07/01/2021

GOLDEN BELL PRODUCTS, INC.

952 N Batavia Street Orange, CA 92867- PHONE (714) 363-3985 FAX (714) 997-4807
www.goldenbellproducts.com

Sole Source Justification

Within the State of California Golden Bell Products has the sole source right for the application and distribution of Insecta. Golden Bell Products has provided the service and product that is used in sewer manholes for the control of cockroaches since October of 1998, when the first test area was treated in the State of California.

Insecta is the only registered product of its type and active ingredient labeled for use in sewer manholes. The product is a formulated product, which is produced in an EPA approved establishment. The product comes ready to use and since it is a polymerized product there is no field mixing required, (which is not the case with any additive type of product). Insecta has been tested and applied by Orange County Sanitation Districts and has proven to be effective standing up to the eighteen-month guarantee provided by Golden Bell and the product manufacturer. Additionally, this product is used and approved by Los Angeles County Sanitation District and approximately 60 other cities and agencies within the state of California. Over the past 23 years Golden Bell Products has provided this service with minimal price increases. Finally, Golden Bell Products is a local vendor that holds the correct licensing for application of pesticides in sewer manholes. Golden Bell Products is licensed by the California Agricultural Department of Pesticide Regulation. Holding a QAL license with the required categories A, C and N and a Pest Control Business License. Golden Bell carries and maintains all current registrations with all the County Agricultural Commissioners in each of the counties they apply the Insecta pesticide in.

The accompanying letter from the manufacturer of Insecta shows Golden Bell Products as the sole source for the application and distribution of Insecta in the State of California.

JABco

Jim Lawrence
President
288 Centennial Park Drive
Daytona Beach, FL 32124

Toll Free: (888) 781-6955

Cell: 727-365-6995

March 8, 2021

To Whom It May Concern:

I, Jim Lawrence, President of JABco, the manufacturing company for Insecta, EPA registration number 45600-1, have granted Golden Bell Products the sole distribution and application rights within the State of California. Golden Bell Products has proven its expertise in selling and applying Insecta 45600-1 since 1997 and will maintain the sole source to Insecta until the year 2030.

Any California company that would use Insecta or Insecta Liquid is required to purchase the material from Golden Bell Products. If any bids were received indicating otherwise, the bidding company is misrepresenting itself. All Insecta 45600-1 product used for manhole cockroach control in sewer manholes is sold through Golden Bell Products.

Sincerely

Jim Lawrence
President

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: Digester Flame Arresters & Pressure Reducing Valves
Account #: 521900-7208
Vendor: Groth Corp
Amount: $35,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☐	Business License
9.	☑	Staff Report (signed)
10.	☑	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: F. Mata Date: 4/18/22

rev. 10.29.18

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
Director

TO: Dana Abramovitz, Purchasing

FROM: Fernando Mata, Wastewater Operations Superintendent

DATE: March 1, 2022

SUBJECT: Sole/Single Source Groth Corporation

MUED is requesting to utilize Groth Corporation to provide repair parts and materials for the City's wastewater digester biogas piping network (i.e., flame arresters and pressure reducing valves). These flame arresters and relief valves are designed for proper safety and process flow, respectively.

Groth has over sixty years in manufacturing and design of biogas solutions that protect the environemt, meet regulations, and keep employees safe. The Wastewater Division has ten (10) biogas units at the solids management facility. These relief valves and flame arresters are in continuous operation and require maintenance and replacement parts. Groth Enterprise can provide the procurement of non-competitive/sole source pricing of these units.

The cost is included in MUED's FY 2022/2023 budget.

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/12/22

TO: Purchasing Division

FROM: 521900-7208

Purchase Requisition # Groth Corp

Estimated Total Cost: $ $35,000

Proposed Vendor: Groth Corporation

Request Term: 2022/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: Bio-Gas Flame Arresters & Pressure Valves

Manufacturer/Model Number: 119123-30-1/119123-10-1

Age: 15-30

Current Estimated Value: $40,000

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

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

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

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

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

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

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

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

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

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

   Digester Flame Arresters & Pressure Reducing Valves

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

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

   Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

F. Mata — 04/15/2022
Prepared by — Date

J. R. Hall — 4/26/22
Department Director — Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

Rev 1.31.19

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/2/2021

8/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Colony Insurance Company	39993
INSURER B : Liberty Mutual Fire Insurance Company	23035
INSURER C : Indian Harbor Insurance Company	36940
INSURER D : Evanston Insurance Company	35378
INSURER E : RSUI Indemnity Company	22314
INSURER F : Federal Insurance Company	20281

INSURED
1306126 Continental Disc Corporation LLC
Lamot Corporation
Groth Corporation LLC
TSL Engineered Products LLC
3160 W. Heartland Drive
Liberty MO 64068

COVERAGES ROBFA02 **CERTIFICATE NUMBER:** 3681460 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	103 GL 0192587-01	8/1/2021	8/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	AS2-Z91-472108-011	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	N	N	US00065718LI21A	8/1/2021	8/1/2022	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC2-Z91-472108-021	8/1/2021	8/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability (Auto and General Liability)	N	N	MKLV3EUL101953	8/1/2021	8/1/2022	$1M PER OCCURRENCE/AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Redland CA WWTP

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FOR INFORMATIONAL PURPOSES ONLY C/O ROBERT FAMILY HOLDINGS, INC. ATTN: CJ HAGEMANN
12430 TESSON FERRY ROAD, #313
ST. LOUIS MO 63128-2702

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **3681460.**

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

(A) Excess Liability (10X11)

Policy Number: AR6461309

Limit: $10,000,000

Policy Term: 8/1/2021 – 8/1/2022

(E) Excess Liability (4x21)

Policy Number: NHA094989

Limit: $4,000,000

Policy Term: 8/1/2021 – 8/1/2022

(F) Excess Liability (10x25)

Policy Number: 93636446

Limit: $10,000,000

Policy Term: 8/1/2021 - 8/1/2022

Pollution

Carrier: Illinois Union Insurance Company

Policy Number: G24543778004

Limit: $5,000,000 per loss; $10,000,000 aggregate

Policy Term: 8/1/2020 – 8/1/2023

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

GROTH CORPORATION, LLC

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

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

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

13650 N PROMENADE BLVD

6 City, state, and ZIP code

STAFFORD, TX 77477

Requester's name and address (optional)

City of Redland CA WWTP

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

3	6	–	4	3	0	4	6	2	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Stacy Muntz Date ▶ 3/6/2022

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

GROTH CORPORATION
a Continental Disc company

GROTH CORPORATION
13650 N. PROMENADE BLVD., STAFFORD, TX 77477 USA
PHONE: (281) 295-6800 | **FAX:** (281) 295-6999
GROTHCORP.COM | SALES@GROTHCORP.COM

Date: March 4, 2022

To: Fernando Mata/ City of Redlands, CA

From: Randy Ripple – Groth Corporation

Subject: Saddleback Environmental – Exclusive Groth Corp SoCal Municipal Biogas Representative

We are pleased to confirm that Saddleback Environmental located in Olivenhain, CA is the Groth Corporation exclusive Municipal Biogas Representative for Southern California

Best Regards,

Randy J Ripple

Randy Ripple / Regional Sales Manager
13650 N. Promenade Blvd.
Stafford, TX 77477
Ph (281) 295-6800 | Fax (281) 295-6999 | email@grothcorp.com

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: SERVICE, MAINTENANCE, LAB CONSUMABLES & CHEMICAL
Account #: 521900-6710, 7205,7208, 7803
Vendor: HACH COMPANY
Amount: $115,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Christian Duenez Digitally signed by Christian Duenez Date: 2022.04.25 11:44:05 -07'00' Date: _____

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Jungjoon Park, Laboratory Manager

DATE: April 8, 2022

SUBJECT: Sole/Source Memo HACH Company

The City's joint utility laboratory and wastewater operations are requesting to use HACH Company as the sole vendor for the procurement of Wet Chemistry consumable, reagents, standards, and parts and services for the existing HACH RTC (Real-Time Control) system.

HACH products and instruments are used in testing samples for Chemical Oxygen Demand, Ortho-phosphate, Nitrate, Chlorine Total and Free, Turbidity, and Biochemical Oxygen Demand for wastewater laboratory analysis. Since the Environmental Laboratory Accreditation Program (ELAP) certifies the City's laboratory, the Environmental Protection Agency (EPA) proposes using HACH products and methods. HACH RTC administers treatment processes in real-time.

The RTC adjustments will allow for continuous compliance at the Wastewater treatment plant while reducing treatment costs. HACH RTC adjusts chemical dosing in real-time to optimize constituent removal (e.g., Ammonia, Nitrite, and Nitrates). By using HACH Company to perform sole source services will allow for a cost savings of over 30 percent due to non-competitive pricing.

The cost is included in MUED FY 2022/2023 budget.

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/8/22

TO: Purchasing Division

FROM: 521900-6710, 7205,7208, 7803

Purchase Requisition # HACH COMPANY

Estimated Total Cost: $ $115,000

Proposed Vendor: HACH COMPANY

Request Term: 07/01/22-06/30/23

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

3. Was an evaluation of other equipment, products, or services performed?
☐ Yes ■ No
If yes, please explain the type of evaluation performed and provide all supporting documentation:

SERVICE, MAINTENANCE, LAB CONSUMABLES & CHEMICAL

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

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

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Prepared by — Date: 04-08-2022

Department Director — Date: 4/26/22

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

Rev 1.31.19

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
1050 CONNECTICUT AVENUE, SUITE 700
WASHINGTON, DC 20036-5386
Attn: Danaher.certrequest@marsh.com Fax (212) 948-0503

CN102997607-ALL-7/1-21-22 HACH NO

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Indemnity Ins Co Of North America	43575
INSURER C : ACE Fire Underwriters Insurance Company	20702
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HACH COMPANY
5600 LINDBERGH DRIVE
LOVELAND, CO 80539

COVERAGES **CERTIFICATE NUMBER:** CLE-005747616-20 **REVISION NUMBER:** 14

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G72480301	07/01/2021	07/01/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
	X Contractual Liability						MED EXP (Any one person)	$ 10,000
	X Broad Form PD						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ISA H25540918	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WLR C67808824 (AOS)	07/01/2021	07/01/2022	X PER STATUTE [ ] OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N/A		WLR C67808782 (CA,MA,AZ)	07/01/2021	07/01/2022	E.L. EACH ACCIDENT	$ 2,000,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C67808861 (WI)	07/01/2021	07/01/2022	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF REDLANDS IS ADDITIONAL INSURED FOR GENERAL LIABILITY AND AUTO LIABILITY BUT ONLY AS REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
ATTN: PATTY BAKER
35 CAJON STREET, SUITE 15A
REDLANDS, CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

Named Insured Danaher Corporation			Endorsement Number 18
Policy Symbol HDO	Policy Number G72488301	Policy Period 07/01/2021 TO 07/01/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Section II.2 – Who Is An Insured:

e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:

1) Is in effect during this policy period; and
2) Was executed prior to the "occurrence" of the "bodily injury" or "property damage"; and
3) Qualifies as an "insured contract" as defined in this policy.

Such person or organization is an additional insured only for:

a) Coverage under Section I - Coverages, Coverage A. Bodily Injury and Property Damage Liability; and
b) Liability arising out of "your work" or "your product" for that additional insured; and
c) For the period of time required by the written contract and in no event beyond the expiration of this policy.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

i) The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
ii) This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
HACH COMPANY (dba ELE International,OTT Hydromet,Environmental Test Systems,Seabird Coastal,Sigma,Marsh)

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
2207 COLLECTION CENTER DRIVE

Requester's name and address (optional)

6 City, state, and ZIP code
CHICAGO, IL 60693

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–				

or

Employer identification number
4	2	–	0	7	0	4	4	2	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ 1/8/2021

General Instructions

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

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

Purpose of Form

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

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

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

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

HACH COMPANY | 5600 Lindbergh Drive | PO Box 389 | Loveland, Colorado 80539 | P 970.669.3050 | F 970.669.2932 | hach.com

The Sole Authorized Manufacturer and Direct Distributor Letter

3/16/2022

Customer Name: City of Redlands
Customer Address: 35 Cajon St
Customer City, State, Zip: Redlands, CA 92373

Customer Account Number: 104784

Item(s):	Description(s):
RE: SOLE SOURCE LETTER – Hach Brand Instruments Hach Brand Products – Instruments and Chemistry: Brands to include, but not limited to: Other Hach Brands Evita, GLI, Hach, Homeland Security Technologies, OPS Systems, Orbisphere, Polymetron, Sigma, Anatel, Dr. Lange, Environmental Test Strips, HIAC, Hydrolab, IQ Scientific Instruments, Lachat Instruments, Leica Microsystems, Marsh-McBirney, Met Onem OTT, Hydrometry, Radiometer Analytical, Sea-Bird Electronics, WET Labs, Hach WIMS™, CLAROS Collect, Mobile Sensor Management Thank you for your interest in Hach Company products. This letter is to advise that Hach Company is the sole source manufacturer for all Hach branded instrumentation and chemistry. This excludes all resell items, such as glassware, measuring spoons, brushes, and other general lab accessories. Any software or firmware additions or alterations must be purchased directly from Hach Company.	

This letter is to confirm that Hach Company is the sole authorized manufacturer and direct distributor of the item/items listed above.

Thank you for your interest in Hach Company Products. If we can be of further assistance, please contact us at 1-800-227-4224.

Thank you

HACH®
Be Right™

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: Raw Sewage Grinders
Account #: 521900-7208
Vendor: JWC Environmental
Amount: $40,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: F. Mata Date: 4/19/22

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Fernando Mata, Wastewater Operations Superintendent

DATE: March 16, 2022

SUBJECT: Sole/Single Source Memo JWC Environmental Inc.

The Municipal Utilities & Engineering Department is requesting to utilize JWC Environmental for parts and the replacement of Muffin Monster sewage grinders throughout the Wastewater Treatment Facility. This specialized equipment is critical for the protection of the wastewater treatment processes. These channel grinders handle the high flows from the incoming waste and storm flows and shred all debris and rags before they can foul treatment equipment (i.e., pumps, air diffusers, heat exchangers, and centrifuge), vales, and pipes at the Wastewater Treatment Facility.

The Wastewater Division has 6 open- channel Muffin Monsters in continuous operations throughout the 24-hour day. These grinders have been in place for over 35 years. Additionally, the grinders require proper replacement of parts and supplies for optimum performance. JWC Environmental designs, builds, and provides parts and supplies for Muffin Monsters grinders and provides the procurement of non-competitive/sole source pricing.

The cost is included in MUED's FY 2022/2023 budget.

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/18/22

TO: Purchasing Division

FROM: 521900-7208

Purchase Requisition # JWC Environmental

Estimated Total Cost: $ $40,000

Proposed Vendor: JWC Environmental

Request Term: 2022/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: Sewage Grinders

Manufacturer/Model Number: 30004T-1200/20009-A4

Age: 20-40 yrs

Current Estimated Value: $100,000

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

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

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

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

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

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

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

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

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

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

   Raw Sewage Grinders

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

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

   Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

F. Mata — 04/18/2022
Prepared by — Date

[signature] — 4/26/22
Department Director — Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

Rev 1.31.19

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 06/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Charlotte NC Office 1111 Metropolitan Avenue, Suite 400 Charlotte NC 28204 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	XL Insurance America Inc	24554
INSURER B:	Travelers Property Cas Co of America	25674
INSURER C:	The Travelers Indemnity Co.	25658
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
JWC Environmental Inc.
2850 S. Red Hill Avenue, Suite 125
Santa Ana CA 92705 USA

COVERAGES **CERTIFICATE NUMBER:** 570082455310 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			US00010299LI20A	07/01/2020	07/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$5,000,000 $5,000,000 $5,000 $5,000,000 $5,000,000 $5,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			TC2J-CAP-9D895220-20	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		U86N6649872051K AOS U87N8514192051R AZ	07/01/2020 07/01/2020	07/01/2021 07/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$5,000,000 $5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

JWC Environmental Inc.
2850 S. Red Hill Avenue, Suite 125
Santa Ana CA 92705 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc

Holder Identifier :

Certificate No : 570082455310

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

[1/1]

CITY OF REDLANDS
BUSINESS LICENSING DIVISION
c/o
HDL BUSINESS SUPPORT
8839 N CEDAR AVE #212
FRESNO, CA 93720

Your License Renewal is Due By: **01/31/2022**

If you do not plan to operate or conduct business within the City of Redlands after the renewal date shown above, please provide the business' last date of operation within the City.

/ /
Date of Closure *Signature*

BUSINESS LICENSE RENEWAL NOTICE

HDL1207A AUTO ALL FOR AADC 926
7000000092 00.0001.0092 92/1

JWC ENVIRONMENTAL INC.
2850 REDHILL AVE STE 125
SANTA ANA CA 92705-5541

CITY OF REDLANDS
8839 N CEDAR AVE # 212
FRESNO, CA 93720-1832

Business Name and Location JWC ENVIRONMENTAL INC.
2850 REDHILL AVE # 125
SANTA ANA, CA 92705-5532

BUSINESS LICENSE NO. 08130384

EXPIRATION DATE 12/31/2021

****Your Account Is Eligible for Online Renewal****

To renew your City of Redlands business license online, please visit https://redlands.hdlgov.com and click the link labeled, "Renew a Business License." If you need to update information on your account, you can do so while completing your renewal online. You will need the Account Number and PIN, found below, to update or renew your license.

Account Number 08130384 **PIN** 107767

Any changes to your business' information (i.e., Business Name, Address, Phone, Owner Information, etc.) must be documented. Please contact the Hdl.Business Support Center to have the appropriate changes notated to your account. The HdL Business Support Center is available to assist you via telephone at: (909) 479-2111 or by email at: Redlands@hdlgov.com and BusinessLicense@cityofredlands.org.

- Instructions -

General Flat Rate

Your Annual Business License Tax is $24.00

Please enter the total on Line 1 (Business License Tax) on the worksheet to the right and continue.

Please include the NPDES Fee with your payment. The NPDES fee is displayed on Line 6
If there is no amount shown in the NPDES Fee box, then this additional fee does not apply to you.
If you have any questions regarding the NPDES Fee, please contact Terry Fritz at (909) 798-7597, extension #4.

Enter the Number of Employees Ø

Visit us online at www.cityofredlands.org/business-licenses

RENEWALS RECEIVED 30 DAYS AFTER THE DUE DATE WILL BE SUBJECTED TO A PENALTY OF 10% ON THE FIRST DAY OF EACH MONTH THEREAFTER, NOT TO EXCEED 50%.

- Business License Worksheet -

Line 1	Business License Tax	$ 24
Line 2	Penalty Due	$ Ø
Line 3	Renewal Fee	$ 20.00
Line 4	Previous Balance	$ 0.00
Line 5	L.A. Fee	$
Line 6	NPDES	$
Line 7	Police Fee	$
Line 8	State CASp Fee	$ 4.00
	* TOTAL AMOUNT DUE (Add Lines 1 - 8)	$ 48.00 PAY THIS AMOUNT

***Make Checks Payable To: City of Redlands**

I DECLARE THAT I HAVE EXAMINED THIS RETURN AND TO THE BEST OF MY KNOWLEDGE BELIEVE IT IS TRUE, CORRECT, AND COMPLETE. I UNDERSTAND THAT INTENTIONALLY PROVIDING FALSE INFORMATION MAY BE A BASIS FOR DENIAL OF A LICENSE. I CERTIFY THAT TO MY KNOWLEDGE, ALL EMPLOYEES MEET THE REQUIREMENTS OF THE IMMIGRATION AND NATURALIZATION ACT. ALL APPLICABLE CITY REQUIREMENTS MUST BE MET. THESE INCLUDE ZONING, BUILDING, FIRE, HEALTH, SIGNAGE, AND OTHER MUNICIPAL, COUNTY, AND STATE CODES. CERTAIN BUSINESSES MUST OBTAIN ADDITIONAL PERMIT APPROVALS.

Signature of Owner or Representative Date

Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:
The Division of the State Architect at www.dgs.ca.gov/dsa.
The Department of Rehabilitation at www.dor.ca.gov.
The California Commission on Disability Access at www.ccda.ca.gov.

UPON RECEIPT OF THIS FORM AND PROPER PAYMENT, YOUR BUSINESS LICENSE CERTIFICATE WILL BE ISSUED TO YOU.

City of REDLANDS

Guest

Find Account → Registration → Calculation → Payment → **Receipt**

Home Report a Problem

Return 08130384
JWC ENVIRONMENTAL INC.

Business License Online Renewal Secure

PRINT THIS PAGE FOR YOUR RECORD

Your business license renewal has been successfully submitted. Please allow up to 3 weeks for your new business license to arrive. Notice: Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies: The Division of the State Architect or The Department of Rehabilitation or The California Commission on Disability Access.

Submission Date	12/20/2021
Confirmation #	010079 (3820515277)

Account Information

Account #	08130384
Expire Date	12/31/2022
Name	JWC ENVIRONMENTAL INC.
Address	2850 REDHILL AVE # 125
City	SANTA ANA
Phone	(949) 833-3888

Summary

STD	Input	Amount
Annual Renewal Fee	1	$20.00
State of California CASp Fee	1	$4.00
Please enter number of employees		$0.00
Annual Fee	1	$24.00
Sub Total		**$48.00**
Convenience Fee		$2.00
Total Due		**$50.00**

Payment Information

Credit Card #	x7284
Payment Amount	$50.00

After printing or saving this page for your records, you may close this browser window/tab.

Powered by HdL

Riley, Christina

From: Forbes, Sean
Sent: Tuesday, December 14, 2021 1:24 PM
To: AQUILA, KAREN; Riley, Christina
Subject: RE: JWCE 2021 - Yearly Sales By City For Business Lic Renewals

Christina,
See below:

City	$	SO	Customer	Zip
Lodi	12,908	S038424	**Lodi, City of**	
Redlands	14,400	S039626	**Redlands, City Of**	
		114820	**Pro-Craft Construction Inc.**	
Wyandotte				

SULZER CONFIDENTIAL

From: AQUILA, KAREN <KARENA@jwce.com>
Sent: Tuesday, December 14, 2021 9:29 AM
To: Riley, Christina <christinar@jwce.com>; Forbes, Sean <seanf@jwce.com>
Subject: RE: JWCE 2021 - Yearly Sales By City For Business Lic Renewals

Hi Christina,
I am awaiting Sean's response on what I previously reported to find out if I pulled the data correctly.

Hi Sean,
Can you please advise?

Thanks

SULZER CONFIDENTIAL

From: Riley, Christina <christinar@jwce.com>
Sent: Thursday, December 9, 2021 10:39 AM
To: AQUILA, KAREN <KARENA@jwce.com>; Forbes, Sean <seanf@jwce.com>
Subject: RE: JWCE 2021 - Yearly Sales By City For Business Lic Renewals

Please add the following to the list:

Redlands, CA

Thank You,

Christina Riley

JWC Environmental Inc.
Jr. Accountant

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
JWC Environmental Inc.

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

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

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

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

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

☑ Other (see instructions) ▶ Government

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
2850 S Red Hill Avenue Suite 125

Requester's name and address (optional)

6 City, state, and ZIP code
Santa Ana, CA 92705

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			-			-				

or

Employer identification number
4	5	-	2	7	7	1	1	2	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/1/2022

General Instructions

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

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

Purpose of Form

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

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

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

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

JWC Environmental
Trust Monster Quality

JWC Environmental
2850 S. Red Hill Ave.
Santa Ana, CA 92705
P: 949-833-3888
F: 949-833-8858
E: jwce@jwce com

To: City of Redlands

June 2, 2022

Subject: Sole Source for JWC Environmental Equipment
Federal Tax ID #45-2771126

To Whom It May Concern;

JWC Environmental is the inventor and owner of the Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems. We hold numerous patents and trademarks on these products. JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment.

JWC Environmental operates the only Service Centers that are factory authorized to perform repairs on Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems.

MISCO Water is the exclusive JWC Environmental representative for California.

Please feel free to contact me at 714-454-6963 or uwer@jwce.com if we can provide any additional information.

Sincerely,

Uwe Rabler
Aftermarket Sales Manager - West

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: Progressive Cavity Pumps (Moyno)
Account #: 521900-7208
Vendor: NOV Process & Flow Technologies
Amount: $40,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☐	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: F. Mata Date: 4/19/22

rev. 10.29.18

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/19/22

TO: Purchasing Division

FROM: 521900-7208

Purchase Requisition # NOV Process & Flow

Estimated Total Cost: $ $40,000

Proposed Vendor: NOV Process & Flow Technologies

Request Term: 2022/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: Moyno PCP's

Manufacturer/Model Number: 1G065G1,1E022G1,2SWG10H- CDQ AAA

Age: 1-40 yrs.

Current Estimated Value: $160,000

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

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

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

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

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

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

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

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

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

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

   Progressive Cavity Pumps (Moyno)

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

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

   Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

F. Mata — 04/19/2022
Prepared by — Date

J. R. Ha — 4/26/22
Department Director — Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

Rev 1.31.19

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Fernando Mata, Wastewater Operations Superintendent

DATE: March 01, 2022

SUBJECT: Sole/Single Source Memo NOV Process & Flow Technologies US, Inc.

The Municipal Utilities & Engineering Department is requesting to utilize NOV Process & Flow Technologies US, Inc. for parts and replacement Moyno Pumps throughout the Wastewater Treatment Plant. Moyno pumps have been applied and used in the municipal wastewater treatment industry for over 75 years. A progressive cavity pump is a type of positive displacement pump that transfers flows (e.g., primary, secondary, sludge, or solids) through the progress of the pump to various processes of the treatment plant.

The Wastewater Division has 10 Moyno pumps that continuously require maintenance, service, and replacement parts. NOV Process & Flow Technologies, Inc. can provide the procurement of non-competitive/sole source pricing of these Moyno progressive cavity pumps.

The cost is included in MUED's FY 2022/2023 budget.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 2929 Allen Parkway, Suite 2500 Houston, TX 77019 Attn: Houston.Certs@marsh.com Fax: 212-948-0509	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** dallas.certs@marsh.com
INSURED NOV Inc. & All Affiliated Companies 7909 Parkwood Circle Drive Houston, TX 77036	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** ACE American Insurance Company 22667 **INSURER B :** ACE Property and Casualty Insurance Company 20699 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** HOU-003045257-36 **REVISION NUMBER:** 33

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			XSL G72489548	06/01/2021	06/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR	$ 4,000,000 $ 4,000,000 $ $ 4,000,000 $ 8,000,000 $ 8,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ISA H25542277	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			G28124193 006	06/01/2021	06/01/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C67810740 See additional page	06/01/2021	06/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 5,000,000 $ 5,000,000 $ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

NATIONAL OILWELL VARCO, LP
& ALL AFFILIATED COMPANIES
7909 PARKWOOD CIRCLE DRIVE
HOUSTON 77036

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

William R. Lee

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ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	NOV Inc. & All Affiliated Companies 7909 Parkwood Circle Drive Houston, TX 77036
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued:

Workers Compensation Continued
National Oilwell Varco, LP is self-insured for Workers Compensation in Ohio and carries the following excess coverage:
Carrier: Ace American Insurance Company
Policy: WCU C67810703
Effective Dates: 06/01/2021 - 06/01/2022
Workers Comp limit: Statutory
Employers Liability limit: $4,000,000
Self-Insured Retention: $1,000,000 each accident or each employee

Selected Named Insureds:
Ameron International Corporation
Andergauge USA, Inc.
APL Norway AS
Brandt Energy Environmental, L.P.
CSI Inspection, LLC
Devin International, Inc.
Dreco Energy Services ULC d/b/a Dreco Middle East
Fiber Glass Systems, L.P.
Fiberspar Corporation
Fjords Processing, Inc.
Grant Prideco, L.P.
GustoMSC US, Inc
Hydralift Amclyde, Inc.
Intelliserv, Inc.
Intelliserv, LLC
Mono Pumps New Zealand Company
Moyno, Inc.
MSI Pipe Protection Technologies ("MSI")
National Oilwell DHT, L.P.
National Oilwell Varco, Inc.
NOV Brandt Europe France
Nov Completion Tools
NOV Downhole Eurasia Limited
NOV Enerflow ULC
NOV Fluid Control B.V.
NOV Process & Flow Technologies US, Inc.
Nov Tuboscope Italia S.r.l
NOV Tuboscope Middle East LLC
R&M Energy Systems Australia Pty Ltd
R&M Energy Systems De Argentina, S.A.
Rig Systems & Aftermarket, a division of National Oilwell Varco, LP
ReedHycalog, L.P.
Robbins & Myers, Inc.
T-3 Energy Services, LLC
Tuboscope Pipeline Services Inc.
Tuboscope Vetco Canada ULC

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AGENCY CUSTOMER ID: CN101285710
LOC #: Houston

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	NOV Inc. & All Affiliated Companies 7909 Parkwood Circle Drive Houston, TX 77036
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Tuboscope Vetco (Deutschland) GMBH
Tuboscope Vetco Capital Limited
Varco, L.P.
Vetco Coating GmbH
XL Systems, L.P.
XL Systems International Inc.
CSI Inspection, LLC;
GustoMSC US, Inc.; and
MSI Pipe Protection Technologies ("MSI")
Denall Incorporated
Containment Solutions, Inc.
Containment Solutions Services, Inc.
Ershigs, Inc
Belco Manufacturing Company Inc.
Fabricated Plastics Acquisitions Limited

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
NOV PROCESS & FLOW TECHNOLOGIES US, INC

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
7909 PARKWOOD CIRCLE DRIVE

6 City, state, and ZIP code
HOUSTON, TX 77036

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–				

or

Employer identification number
4	7	–	5	5	8	0	6	2	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 1/20/21

General Instructions

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

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

Purpose of Form

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

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

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

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

22 February 2022

Mr. Fernando Mata
Wastewater Operations Superintendent
Municipal Utilities and Engineering Dept
1950 N. Nevada St.
Redlands,CA 92374

RE: Moyno Sole Source Letter

Good afternoon Fernando,

This letter confirms as of, 22 February 2022, **National Oilwell Varco**, the sole OEM manufacturer of genuine **MoynoTM** pumps and parts worldwide will be the sole provider and direct seller of **Moyno** products to the **City of Redlands**.

We appreciate your business and continued support.

Respectfully yours,

Steven Messina

Steven Messina
NOV/Moyno Area Sales Manager
Western United States
C 707 210 7916
E steven.messina@nov.com

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Paul Mariscal, Water Operations & Maintenance Superintendent
Fernando Mata, Wastewater Superintendent

DATE: March 22, 2022

SUBJECT: Sole/Single Source Memo R&B Automation

MUED is requesting to utilize R&B Automation for preventative maintenance, parts and service of Auma actuator equipment for the City's Water and Waste Water Treatment Plants. Electric actuators are a key component of the Water and Waste Water Treatment Plant operation and helps to assure proper plant operation and maintain regulatory compliance. Without properly maintained and operating actuator equipment the City's water and wastewater treatment plant facilities would be inoperable and would result in costly down time and possible regulatory violations.

Currently over 60 actuators are in need of preventative maintenance and several actuators are in need of repair or replacement. Properly maintaining these critical components reduces costly malfunctions, increases operational efficiently and maintains critical operating reliability.

The attached sole / single source letter explains R&B Automation is the exclusive distributor for Auma actuators in Southern California. The City has issued annual purchase orders for R&B Automation for the past several years to perform preventative maintenance and make emergency repairs to maintain operational functionality.

Service and material alternatives would result is costly equipment mark up, increased down time and void manufacture warranties.

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/22/22

TO: Purchasing Division

FROM: MUED Water / Wastewater

Purchase Requisition # Annual PO

Estimated Total Cost: $ 135,000

Proposed Vendor: R&B Automation

Request Term: FY 2022/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: Automated Valve Control Equipment

Manufacturer/Model Number: Auma / Model No. varies

Age: 2 - 18

Current Estimated Value: $250,000

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

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

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

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

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

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

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

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

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

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ☐ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

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

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**
   Explore alternative manufactures make / model

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

	4/24/22
Prepared by	Date
	4/26/22
Department Director	Date

Purchasing Approvals

Purchasing Agent Approval	Date
City Manager Approval	Date

Rev 1.31.19

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: Repair & Replacement of Pioneer, Vaughan, and Borger Pumps
Account #: 521900 - 7208
Vendor: Rockwell Engineering & Equipment.
Amount: $100,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: F. Mata Date: 4/11/22

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Fernando Mata, Wastewater Operations Superintendent

DATE: March 22, 2022

SUBJECT: Sole/Source Memo Rockwell Engineering & Equip Co Inc.

The Municipal Utilities & Engineering Department is requesting to utilize Rockwell Engineering & Equip Co Inc. for parts and replacement of pumps at the Wastewater Reclamation Facility. Rockwell Engineering & Equipment has over a 15-year relationship with the City of Redlands. They are designated exclusive providers for the procurement of Vaughan Chopper Pumps, Pioneer Centrifugal Pumps, and Boeger Rotary Lobe Pumps.

Vaughan Chopper Pumps have been in place at all of the Digesters and the MBR system for the last 15-20 years and require proper preventative maintenance parts and supplies. These centrifugal pumps are designed to fragment all incoming solids before pumping to other processes throughout WWTP. This element allows for the protection of pumps from clogging. Additionally, they also provide added benefits to downstream components, processes, and the environment.

Borger Rotary Lobe Pumps are self-priming, valve less, positive displacement pumps. These features allow for 100% efficiency of each pump, no leaking of any seals, and, most importantly, energy and labor cost savings. These rotary pumps are responsible for transfer of solids from the dissolved air flotation facilities in the solids handling facility.

Pioneer Pumps are in place at the WWTP to provide process flow of the waste activated sludge in both the conventional treatment and the MBR system. These high performing pumps are in continuous operation throughout the 24-hour day and handle large amounts of sludge handling to the digesters.

The cost is included in MUED's FY 2022/2023 budget.

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/12/22

TO: Purchasing Division

FROM: 521900 - 7208

Purchase Requisition # Rockwell Engineering

Estimated Total Cost: $ $100,000

Proposed Vendor: Rockwell Engineering and Equipment

Request Term: 2022/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: Vaughan Chopper Pumps/Pioneer, Borger pumps

Manufacturer/Model Number: _____

Age: 1-35 yrs

Current Estimated Value: $170,000

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

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

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

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

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

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

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

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

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

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

   Repair & Replacement of Pioneer, Vaughan, and Borger Pumps

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

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

   Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

F. Mata — 04/12/2022
Prepared by — Date

Department Director — 4/26/22
Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

Rev 1.31.19

CITY OF REDLANDS

BUSINESS TAX CERTIFICATE

2022

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

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

Business Name	ROCKWELL ENGINEERING & EQUIP CO INC		
Business Location	Job Site Redlands, Ca 92373	**Business Type**	Engineer
Business Owner(s)	BRAD ROCKWELL MARY ROCKWELL	**Description**	ENGINEERING

ROCKWELL ENGINEERING & EQUIP CO INC
2913 EL CAMINO REAL #337
TUSTIN, CA 92782-8909

Certificate Number: 08124185
Effective Date July 01, 2021
Expiration Date June 30, 2022

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

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

ROCKWELL ENGINEERING & EQUIP CO INC:

Thank you for your payment on your City of Redlands Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business tax certificate, contact the Business Tax Support Center via email at: Redlands@hdlgov.com or by telephone at: (909) 479-2111.

Keep this portion for your tax certificate separate in case you need a replacement for any lost, stolen, or destroyed tax certificate. A fee may be charged for a replacement or duplicate tax certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of Redlands Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the city limits of City of Redlands, please display the Business Tax certificate above in a conspicuous place at the premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view upon any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.

BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Redlands
BUSINESS TAX CERTIFICATE

HD10723A ALL FOR AADC 926
7000000198 00.0001.0198 198/1

ROCKWELL ENGINEERING & EQUIP CO INC
2913 EL CAMINO REAL # 337
TUSTIN CA 92782-8909

Certificate Number: 08124185

Date of Issue: 07/01/2021

Policy Number: 7930113420000 Date Entered: 2/18/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ron Miranda Agency, Inc. 1940 N Tustin St., Ste. 116 Orange, CA 92865	CONTACT NAME:	
	PHONE (A/C, No, Ext): (714)744-9000	FAX (A/C, No): (714)744-4515
	E-MAIL ADDRESS: ron@ronmirandaagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Intact Insurance	34452
INSURED Rockwell Engineering Brad & Mary Rockwell 2913 El Camino Real Ste 337 Tustin, CA 91782	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	7930113420000	08/04/2021	08/04/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG GL Deductible	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Redlands, their officers, officials, employees, and volunteers are named Additional insured on General and Auto Policies

CERTIFICATE HOLDER

City of Redlands
Risk Management Division
PO Box 3005
Redlands, CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

ROCKWELL ENGINEERING AND EQUIPMENT COMPANY

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

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

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

2913 EL CAMINO REAL, SE 337

Requester's name and address (optional)

6 City, state, and ZIP code

TUSTIN, CA 92782-8909

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number: ___ - ___ - ____

or

Employer identification number: 33 - 0683738

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ 2-21-22

General Instructions

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

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

Purpose of Form

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

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

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

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

Rotary Lobe Pumps
Macerating Technology

BÖRGER®

February 22, 2022

Attn: City of Redlands, CA
1950 N. Nevada St.
Redlands,CA 92374
(909) 798-7506 ext. 4183

This letter is to certify that Boerger LLC manufactures all parts made solely for the use in Boerger Pumps and Grinders. Boerger LLC is the only manufacturer and supplier of the parts that are needed for routine maintenance and rebuilds of the pumps and grinders. Rockwell Engineering is a certified representative and sole source provider of Boerger Pumps, Grinders and spare parts in the southern region of California.

If you have any questions or concerns, please feel free to contact me at any time.

Chris Beseres

Chris Beseres

After Market Sales Manager
612-435-7332
cbe@boerger.com

CC Jeff Seaton, Dale Mork
Vice President

BOERGER, LLC
2860 Water Tower Place
Chanhassen, MN 55317

p 612.435.7300
f 612.435.7301

e america@boerger.com
w www.boerger.com

MAINTENANCE MIP IN PLACE

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
Director

TO: Dana Abramovitz, Purchasing

FROM: Paul Mariscal, Water Production Operations & Maintenance Superintendent
Fernando Mata, Wastewater Superintendent

DATE: March 25, 2022

SUBJECT: Sole/Single Source Memo Sulzer

MUED is requesting to utilize Sulzer to provide repair parts and materials, maintenance and service for the City's Water and Wastewater well and booster pump equipment.

Sulzer is recognized as an Electrical Apparatus Service Association (EASA) member and service center. EASA has developed an international accreditation program to evaluate service centers for compliance with prescribed best practices that are followed to maintain motor efficiency and reliability during electrical and mechanical repairs. Sulzer is relied upon to provide warranty work and other repairs and parts needed to maintain the City's wells and booster pump motors on a routine basis and in the event of an emergency.

Sulzer is also a US Motors authorized supplier which is a standardized electrical motor utilized in many of the City's deep well pump applications. Us Motors has been used by the City to operate its critical infrastructure for over 40 years and has benefited from its local relationship with Sulzer.

Below is additional supporting justification for utilizing Sulzer as a sole/single source provider.

Sulzer:

- US Motor standardization allows for electric motors to be compatible based on horsepower and frame size allowing for motor repairs and replacement to be more cost effective
- US Motors distributor accredited by Electrical Apparatus Service Association (EASA)
- Conformance to AR100 standards which conforms to best practice
- Provides warranty work as a US Motors authorized supplier
- Only US Motor EASA vendor within a 75 mile radius.
- Only motor rewind shop capable of rewinding motors up to 500HP within 100 mile radius.
- Sulzer offers a full service machine shop.

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/24/22

TO: Purchasing Division

FROM: MUED

Purchase Requisition # Annual PO

Estimated Total Cost: $ 190,000

Proposed Vendor: Sulzer

Request Term: FY 2022/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

Documentation attached separately

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

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

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**
   Explore the use of service providers outside of the south west region.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

	4/24/22
Prepared by	Date
	4/26/22
Department Director	Date

Purchasing Approvals

Purchasing Agent Approval	Date
City Manager Approval	Date

Rev 1.31.19

SULZER

Sulzer EMS
Colton Service Center
620 S Rancho Ave
Colton, California 92324

Telephone: 909-825-7971

Jason Lane
City of Redlands

Colton Service Center what sets us apart.

Sulzer Electro Mechanical Services (US) Inc. is the only motor repair service in 60 miles that carries an EASA Accreditation. We strictly adhere to the AR100-2015 Standard. We are also Green motor accredited. We will also become an ISO 9001, ISO 14001, and OHSAS 18001 certified by 2023.

Sulzer Electro Mechanical Services (US) Inc. carries, and is an authorized distributor, for US Motors (Nidec), GE, ABB/Baldor, Lesson, Tatung, Toshiba, Euro Drive, Worldwide, Marathon, and Leroy Somers. We are also an authorized warranty center for GE, Baldor, and US motors.

Sulzer Electro Mechanical Services (US) Inc. is part of 6 service centers across the US with years of combined experience on all motors.

Sulzer Electro Mechanical Services (US) Inc. Safety record is unmatched with 0 reportable injuries in 3 years.

Sulzer Electro Mechanical Services (US) Inc. sends detailed reports with all repairs.

Sulzer Electro Mechanical Services (US) Inc. is authorized to sale and install Toshiba drives and we have the engineering and CAD capabilities for most LV drive needs.

Thank you for considering us for a contract renewal

Gary Patton
Service Center Manager
Sulzer EMS
Colton CA
(909) 825-7971 EXT 141

SULZER

Electro Mechanical Services Colton Service Center 620 S Rancho Avenue Colton, CA USA 92324 Phone 909-825-7971 Fax 909-825-6312
www.sulzer.com

Rates are effective for the entire duration of March 1, 2022 to March 1, 2023.

Item No.	Description	Price
4540	Shop Labor ST	$120.00
4595	Shop Labor OT	$153.00
4596	Shop Labor DT	$204.00
4520	Field Service, Labor Non-Prevailing Wage	$136.00
4520	Field Service, Labor Non-Prevailing Wage OT	$204.00
4520	Field Service, Labor Non-Prevailing Wage DT	$272.00
4520	Prevailing Wage Field Service, Labor*	$164.00
4521	Prevailing Wage Field Service Labor OT*	$246.00
4522	Prevailing Wage Field Service Labor, DT*	$328.00
	* Price reflects prevailing wage req'd by CA	

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Paul Mariscal, Water Operations & Maintenance Superintendent
Fernando Mata, Wastewater Superintendent

DATE: March 23, 2022

SUBJECT: Sole/Single Source Memo Tesco Controls

MUED is requesting to utilize Tesco Controls to perform Supervisory Control and Data Acquisition (SCADA) services for the City's water and wastewater divisions. SCADA is a system for remote monitoring and control that operates with coded signals over communication channels (using typically one communication channel per remote station). SCADA systems are highly sophisticated control systems and are based on programmed parameters to automate and operate the City water and wastewater treatment plant and production facilities.

Tesco control is considered the regional industry leader for SCADA services, utilized by many large scale utilities and state government service providers. Tesco Controls was evaluated, selected and approved by City council in December of 2018 through the formal RFP procurement process as the design engineer consultant for the ongoing SCADA expansion project. Tesco Controls has provided sole source SCADA services for the City since 2010 which includes programming, design, equipment supply, preventive maintenance programs and integration services for the water and wastewater divisions.

As a results of this long standing partnership, City staff has developed an extensive historical and system wide institutional knowledge base from which

In addition, in 2013 Tesco was the design consultant for system upgrades for the Water division and is most familiar with the City's SCADA infrastructure. They have very specific and extensive knowledge on SCADA within the City. Currently Tesco is in the process of completing the networking of remote site systems to the new SCADA system. Hiring a different consultant would require complete review of the system in order to provide services and support.

Sole Source/ Single Source/ Standardization Form

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

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 4/24/22

TO: Purchasing Division

FROM: MUED

Purchase Requisition # TBD

Estimated Total Cost: $ 673,000

Proposed Vendor: Tesco Controls

Request Term: FY 2022/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

■ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: SCADA

Manufacturer/Model Number: Various Industrial Control Systems Hardware/Software

Age: 1 - 26

Current Estimated Value: 10,000,000

☐ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

■ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

■ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☐ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Tesco Controls has provided SCADA integration services for the City's Water & Wastewater Divisions for over 12 years and is currently under a multi year contract through 2024 to install, configure and expand upon the SCADA system infrastructure(s). Tesco Controls and City staff have unique and specialized experience with the current legacy systems and control, therefore maintaining integration services is key to the safe and efficient operation of the City Water and Wastewater facilities.

Rev 1.31.19

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**
   Explore the services of another integrator service provider likely resulting in single/sole source services

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

	4/24/22
Prepared by	Date
	4/26/22
Department Director	Date

Purchasing Approvals

Purchasing Agent Approval	Date
City Manager Approval	Date

Rev 1.31.19

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: Provide Service, Warranty Work & Supples Bio-Gas Skid/Media
Account #: 521900-6710/7803
Vendor: Unison Solutions
Amount: $270,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: F. Mata Date: 4/25/22

rev. 10.29.18

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Fernando Mata, Wastewater Operations Superintendent

DATE: March 01, 2022

SUBJECT: Sole/Single Source Memo Unison Solutions, Inc

The Municipal Utilities & Engineering Department is requesting to utilize Unison Solutions for services and removal/replacement of gas conditioning media for the biogas conditioning system parts. The new gas conditioning unit at the wastewater treatment plant is in place to purify biogas (i.e., siloxane/VOC and hydrogen sulfide) from all three (3) digesters.

Unison Solutions is the manufacturer of the skid and removal media, these products must be purchased directly by institutions from Unison Solutions. Therefore, Unison Solutions can provide the procurement of non-competitive/sole source pricing for services and the removal/replacement of the gas conditioning media.

The cost is included in MUED's FY 2022/2023 budget.

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 4/11/22

TO: Purchasing Division

FROM: 521900-6710/7803

Purchase Requisition # Unison Solutions

Estimated Total Cost: $ $270,000

Proposed Vendor: Unison Solutions

Request Term: 2022/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: Bio-Gas Conditioning Skid and Chiller

Manufacturer/Model Number: BGS-170-331-HS

Age: New

Current Estimated Value: _____

☒ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☒ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☒ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☒ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☐ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

   Provide Service, Warranty Work & Supples Bio-Gas Skid/Media

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

   Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

F. Mata — 04/26/2022
Prepared by — Date

J. R. Ha — 4/26/22
Department Director — Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

Rev 1.31.19

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Unison Solutions, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5451 Chavenelle Road

Requester's name and address (optional)

6 City, state, and ZIP code
Dubuque, IA 52002

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	5	–	2	1	9	6	0	7	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ _____ **Date** ▶ 04/25/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Great Plains, LLC dba Friedman Insurance PO Box 759 Dubuque IA 52004-0759	CONTACT NAME: Pam Buchholtz PHONE (A/C, No, Ext): 563-556-0272 FAX (A/C, No): 563-556-4425 E-MAIL ADDRESS: buchholtzp@friedman-group.com
INSURED UNISSOL-01 Unison Solutions, Inc. 5451 Chavenelle Rd. Dubuque IA 52002	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lloyd's Underwriters (Canada Branch) INSURER B : Travelers Casualty Company — 41769 INSURER C : Travelers Indemnity Company of America — 25666 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 902650494 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y		630-T108151	1/19/2022	1/19/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $500,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		BA-0T129379	1/19/2022	1/19/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-9R990848-22-NF	1/19/2022	1/19/2023	EACH OCCURRENCE AGGREGATE $	$9,000,000 $9,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-0T129379	1/19/2022	1/19/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
A	Manufacturers Professional Liab			HPL20-0119	4/16/2021	4/16/2022	Ea Occur./Aggregate Ea Claim/Aggregate Retention	4,000,000 2,000,000 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required in a written contract or agreement, Certificate Holder is included as additional insured on the general liability on a primary & non-contributory basis as provided by GA472 and on the business auto by endorsement CAT474 & CAT353

CERTIFICATE HOLDER

City of Redlands
Risk Management Division
PO Box 3005
Redlands CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

Do not add this form to a policy. It is for informational purposes only.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

   a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

      (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

      (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

   b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

      (1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

      (2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

   If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

   If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per ISO additional insured endorsement form number CG 20 10, without specifying an edition date, this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

   a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

   b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

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then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of.*

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

   This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

   This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

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F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

Do not add this form to a policy. It is for informational purposes only.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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Do not add this form to a policy. It is for informational purposes only.

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2),** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4),** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.,** Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.,** Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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Do not add this form to a policy. It is for informational purposes only.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Do not add this form to a policy. It is for informational purposes only.

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CITY OF REDLANDS

Finance Department - Revenue Division
35 Cajon Street, Suite 15B - P. O. Box 3005
Redlands, CA 92373-1505 Phone: (909) 798-7557

BUSINESS LICENSE APPLICATION

Please Check One
- ☐ New Application
- ☐ Change of Owner
- ☐ Change of Address
- ☐ Change of Business Name
- ☐ Additional Location

THE UNDERSIGNED HEREBY REQUESTS A LICENSE TO CONDUCT BUSINESS IN THE CITY OF REDLANDS (PLEASE PRINT OR TYPE)

FOR OFFICIAL USE ONLY

Business License No. _____
SIC/NAIC CODE _____

Business Name Unison Solutions, Inc.

Corporate Name (if applicable) _____

Business Location 5451 Chavenelle Road Dubuque, IA 52002
(Cannot be P.O. Box per State of California Business & Professions Code-Section 17538.5)

Mailing Address 5451 Chavenelle Road
Dubuque, IA 52002

Phone No. 563-585-0967 **Fax No.** 563-585-0970

Description of Business _____

Ownership ☒ Corporation ☐ Charitable ☐ Partnership ☐ Sole Proprietor ☐ LLC

Bus. Start Date 01/01/2000
Resale No. IA 1-31-022393
Federal Tax ID No. 35-2196075
State Tax ID No. 35-2196075001
State Lic. No. _____
State Lic. Type _____
Expire Date _____
Email Address _____

Enter below names of Owners, Partners, or Corporate Officers (attach additional sheet, if necessary)

1st Owner Name Jan M Scott **Title** President
Home Address (Cannot be P.O. Box) 857 Elaine Court
Dubuque, IA 52003
Home Phone No. 563-585-0968 **Cell No.** _____
Date of Birth _____
Driver Lic. No. _____
Soc. Sec. No. _____

2nd Owner Name Dave Broihahn **Title** _____
Home Address (Cannot be P.O. Box) 1615 Geraldine Drive
Dubuque, IA 52002
Home Phone No. 563-585-0969 **Cell No.** _____
Date of Birth _____
Driver Lic. No. _____
Soc. Sec. No. _____

In case of emergency, please contact (attach additional sheet, if necessary)

Contact Name Don Weeden **Phone No.** 563-227-4156
Address 5451 Chavenelle Road, Dubuque, IA 52002 **Cell/Pager No.** _____

Property Manager
Name _____ **Phone No.** _____
Address _____

General Information

Do you generate or store hazardous waste? ☐ YES ☐ NO
Do you handle hazardous waste materials? ☐ YES ☐ NO

NOTICE: Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies: The Division of the State Architect at www.dgs.ca.gov/dsa/Home.aspx - The Department of Rehabilitation at www.rehab.cahwnet.gov - The California Commission on Disability Access at www.ccda.ca.gov.

FOR OFFICIAL USE ONLY

Approved ☐ Signature: _____
Disapproved ☐ Date: _____

Comments: _____

☐ Bldg & Safety ☐ Planning
☐ Fire Dept. ☐ NPDES
☐ MUED

Estimated Gross Receipts

$ 10,000

# of Employees

1

Thank you for doing business in the City of Redlands!

FOR OFFICIAL USE ONLY

Business License Tax	
Application Fee	
L.A. Fee	
Other Fee	
Inspection Fee	
Penalty	
NPDES	
State CASp Fee	1.00
Total Amount Due	

☐ Money Order ☐ Cash ☐ Check No. _____

I declare under the penalties of perjury that this application has been examined by me and, to the best of my knowledge and belief, is a true, correct and complete statement of facts.

Signature of Owner or Representative _____ Title VP Date 03/03/2022

RETURN APPLICATION TO ABOVE ADDRESS AND MAKE CHECK PAYABLE TO CITY OF REDLANDS.

UNISON
SOLUTIONS

January 23, 2019

Re: Part numbers UNI-CL15E, UNI-CL2E, UNI-CL15V, UNI-CL2V, UNI-CL15X, UNI-CL2X, UNI-CL3X, UNI-CL3E and UNI-CL3V

To whom it may concern:

This letter is to confirm that the siloxane removal media is a sole source product, sold and distributed exclusively by Unison Solutions, Inc. to meet the requirements of their biogas conditioning system. This product must be purchased directly by institutions from Unison Solutions, Inc. at the following address:

Unison Solutions, Inc.
5451 Chavenelle Rd.
Dubuque, IA 52002
If you desire additional information, please feel free to contact me at 563-585-0967 or visit our website at www.unisonsolutions.com. Thank you for your interest in our products.

Sincerely,

Kim Murdock-Timmerman
Unison Solutions, Inc.

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional laboratory services ("Agreement") is made and entered in this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Babcock Laboratories, 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 professional laboratory 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 reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of one (1) year beginning July 1, 2022 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the

same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The compensation for Consultant's performance of the Services shall not exceed the amount of two hundred sixty five thousand dollars ($265,000) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of two hundred sixty five thousand dollars ($265,000) for the first Extended Term; and Two Hundred Sixty Five Thousand Dollars ($265,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of seven hundred ninety five thousand dollars ($795,000). For the Initial Term and each Extended Term, City shall pay Consultant 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 Sheet," which is attached hereto and incorporated herein by reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531

CONSULTANT:

Tiffany Gomez, President CEO
Babcock Laboratories, Inc.
6100 Quail Valley Ct.
Riverside, CA 92507
info@babcocklabs.coml
(951) 653-3351 x230

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

D. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

BABCOCK LABORATORIES, INC.

By: _____
Tiffany Gomez, President CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Babcock Laboratories must possess the skills, licenses, certifications, and professional expertise necessary to provide the analytical services to the City at a level of competency presently maintained by other environmental testing laboratories in the industry that offer similar types of services. Babcock Laboratory shall be ELAP, NELAP certified, and EPA approved for all UCMR5 constituents.

95% of lab analyses listed in the fee schedule shall be conducted in-house without subcontracting.

Quality of laboratory test shall be NELAP-Approved Quality Assurance Manual, adhere to a strict Code of Ethics, policy, MDLs below the MRL, LCS, and MS shall be conducted with each sample batch (for selected tests), and MRL check shall be performed with each sample batch (for selected tests).

The laboratory shall maintain accreditation and laboratory license to perform testing, audit the most recent 3rd party audit report of quality systems (required as part of accreditation), PT Results – most recent 3rd part proficiency test results (required as part of accreditation), QA Manual – Table of contents will illustrate the depth of policies and procedures, SOPs – laboratory procedures for analysis according to approved test methods, MALs – method acceptance limits for each analytical method to illustrate precision and accuracy, MDLs – annual demonstration of capability to meet specific reporting limits, instrumentation – documentation of laboratory's investments in and commitment to technological advancements.

Babcock Laboratories shall dedicate at least one (1) instrument for each analysis, and a minimum of two (2) dedicated instruments and two (2) dedicated staff members for Volatiles, Perchlorate, Nitrate. They shall be available for deliveries and pick-ups five (5) days per week and on the weekend when required using laboratory staff (no 3rd part pick-ups).

Shall utilize web-based data reporting system, EDT (EDF, CDX, CLIP, and SWRCB) capability, EDD (LabCal and HACH-WIMS) capability, invoices shall be submitted to the City within 30 days of the report, provide waterproof labels on pre-labeled containers that are color-coded according to preservatives; with lot number and expiration date of preservative, provide ice packs and packaging material for sample transportation and a customized chain of custody form for every sample point, deliver reports with the proper project name and identification of either drinking water, wastewater, industrial monitoring, stormwater, SSO's or sludge and provide laboratory reports to the appropriate designated city staff within a 10-day timeframe or sooner unless it is considered a rush sample which shall be submitted within a three (3) day timeframe

or sooner. When Babcock Laboratories staff notice abnormal data results, staff need to notify city staff within 48 hours of findings. (Certain analyses are required within 24 hours of finding the result. Those analyses will be agreed upon between City and Babcock Laboratories) When Babcock staff provides sampling service for City, staff must follow every step and safety measure written in the method and regulations.

Laboratory also needs to provide reports in PDF and CSV formats (EDT format when it's necessary) when reports are delivered to City's staff.

Babcock Laboratories shall provide a description of the sample kits to be used, sample return method shall meet analytical hold times and cost implications, order login and acknowledgment, the method for organizing work orders, communicate with City any issue at onset, QA/QC measures taken to assure accuracy, precision, completeness, and correctness of data, and contingency plan to work assignments in the event of instrument failure or lack of staffing. Babcock Laboratories shall comply with all applicable Federal, State, and local laws during the performance of these specifications.

EXHIBIT "B"

PRICE SHEET

ITEM NO.	EST. QTY	DRINKING WATER	TEST METHOD	UNIT PRICE	*EXTENDED PRICE (QTY X UNIT PRICE)
1	100	Total Alkalinity	SM2320B	$9.00	$900.00
2	10	Apparent Color	SM 2120B	$7.00	$70.00
3	20	Asbestos	EPA 100.2	$200.00	$4,000.00
4	200	Carbamates	EPA 531.1	$55.00	$11,000.00
5	25	Chloride	EPA 300.0	$8.00	$200.00
6	500	Chlorinated Acid Herbicides by GC-ECD	EPA 515.4	$55.00	$27,500.00
7	100	Coliform, Presence/Absence by Colilert	SM 9223B	$13.00	$1,300.00
8	50	Cyanide (Free)	SM 4500-CN G	$25.00	$1,250.00
9	50	Dioxin	EPA 1613	$250.00	$12,500.00
10	50	Diquat and Paraquat	EPA 549	$125.00	$6,250.00
11	500	EDB and DBCP by GC-ECD	EPA 504.1	$40.00	$20,000.00
12	50	Endothall by GC-MS	EPA 548.1	$70.00	$3,500.00
13	25	Fluoride	EPA 300.0	$8.00	$200.00
14	100	General Minerals	See Appendix A	$128.00	$12,800.00
15	600	General Physicals	See Appendix B	$18.00	$10,800.00
16	50	Glyphosate by HPLC	EPA 547	$65.00	$3,250.00
17	100	Gross Alpha by Co-precipitation	SM 7110C	$35.00	$3,500.00
18	940	Haloacetic Acids	EPA 552	$35.00	$32,900.00
19	100	Hexavalent Chromium (20 ppt MRL)	EPA 218.7	$25.00	$2,500.00
20	100	Inorganics	See Appendix C	$115.00	$11,500.00
21	50	Langelier's Saturation Index (see Appendix-Langelier Saturation Index)	SM 2330B	$1.00	$50.00

22	**100**	**Lead and Copper**	**EPA 200.7 AND EPA 200.8 AND SM 3113B**	**$16.00**	**$1,600.00**
23	**100**	**MPN (TOTAL & Fecal Coliform)**	**SM9221B,C,E**	**$15.00**	**$1,500.00**
24	**100**	**MPN(Total Coliform & E.coli 10test tube)**	**SM9223B**	**$15.00**	**$1,500.00**
25	**75**	**Mercury**	**EPA 245.1**	**$16.00**	**$1,200.00**
26	**75**	**Metals by ICP Aluminum, Barium, Boron, Calcium, Copper, Iron, Magnesium, Manganese, Potassium, Silica, Silver, Sodium, Zinc (per element)**	**EPA 200.7**	**$8.00**	**$600.00**
27	**75**	**Metals by ICPMS Antimony, Arsenic, Beryllium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Silver, Selenium, Thallium, Uranium, and Zinc (per element)**	**EPA 200.8**	**$8.00**	**$600.00**
28	**100**	**Nitrate as N**	**EPA 300.0**	**$8.00**	**$800.00**
29	**25**	**Nitrite as N**	**EPA 300.0**	**$8.00**	**$200.00**
30	**10**	**Odor (TON)**	**EPA 140.1M**	**$7.00**	**$70.00**
31	**500**	**Organohalide Pesticides and PCBs**	**EPA 505**	**$57.00**	**$28,500.00**
32	**200**	**Perchlorate (2.0 ppb MRL)**	**EPA 332**	**$25.00**	**$5,000.00**
33	**16**	**PFAS SWRCB – Portable Wells**	**See Appendix G**	**$275.00**	**$4,400.00**
34	**4**	**PFAS SWRCB – Portable Wells Sampling (Per sampling event)**	**See Appendix H**	**$500.00**	**$2,000.00**
35	**50**	**pH**	**SM 4500-H+B**	**$7.00**	**$350.00**
36	**100**	**Rad226-228**	**RA-226GA RA-228GA**	**$220.00**	**$22,000.00**
37	**500**	**Semi-Volatiles Organics by GC-MS**	**EPA 525.3**	**$55.00**	**$27,500.00**
38	**100**	**Specific Conductance**	**SM 2510B**	**$7.00**	**$700.00**

39	100	Sulfate	EPA 300.0	$9.00	$900.00
40	100	Surfactants	SM 5540C	$25.00	$2,500.00
41	100	Title-22 (Full)	See Appendix D	$1,388.00	$138,800.00
42	100	1,2,3-Trichloropropane (TCP)	EPA 524	$50.00	$5,000.00
43	100	Total Dissolved Solid (TDS)	SM 2540C	$10.00	$1,000.00
44	50	Total Hardness	SM 2340C	$16.00	$800.00
45	100	Total Organic Carbon	SM 5310B	$35.00	$3,500.00
46	940	Trihalomethanes	EPA 524	$35.00	$32,900.00
47	10	Turbidity	EPA 180.1	$7.00	$70.00
48	100	Volatile Organics	EPA 524	$55.00	$5,500.00
49	1	Water Suitability Ratio	SM 9020	$400.00	$400.00
50	16	UCMR 5 - Lithium	EPA 200.7, SM 3120B (2017), SM 3120 B-99 (1999) or ASTM D1976-20	$50.00	$800.00
51	16	UCMR 5 – PFAS (29 contaminants)	See Appendix F	$725.00	$11,600.00
52	16	Item 50 and 51 as a package	Method indicated in items 50-51	$775.00	$12,400.00
53	1	Uranium	EPA 200.8	$25.00	$25.00
DRINKING WATER			SUBTOTAL	$6,139.00	$480,685.00
ITEM NO.	**EST. QTY**	**WASTEWATER**	**TEST METHOD**	**UNIT PRICE**	***EXTENDED PRICE (QTY X UNIT PRICE)**
54	25	Anions(Cl, F, NO2-N,NO3-N,SO4 &PO4-P)	EPA-300	$48.00	$1,200.00
55	20	Ammonia	SM 4500 NH-D	$10.00	$200.00
56	20	Biochemical Oxygen Demand (BOD)	SM 5210	$40.00	$800.00
57	20	Chemical Oxygen Demand (COD)	HACH 8000 or SM 5220 B,C or D	$20.00	$400.00
58	25	Chloride	EPA 300.0	$8.00	$200.00
59	25	Fluoride	EPA 300.0	$8.00	$200.00

60	**50**	**Hexavalent Chromium (20 ppt MRL)**	**EPA 218.6**	**$25.00**	**$1,250.00**
61	**50**	**Mercury**	**EPA 245.1**	**$16.00**	**$800.00**
62	**50**	**MPN(Total & Fecal coliform)**	**SM9221B,C,E**	**$25.00**	**$1,250.00**
63	**75**	**Metals by ICP Sodium and Boron (per element)**	**EPA 200.7**	**$8.00**	**$600.00**
64	**75**	**Metals by ICPMS Sodium and Boron (per element)**	**EPA 200.8**	**$8.00**	**$600.00**
65	**75**	**Metals by ICP Arsenic, Barium, Cadmium, Cobalt, Copper, Chromium Total, Iron, Lead, Manganese, Mercury, Selenium, Silver, Sodium, Boron, Nickel, Zinc, Chromium VI as a package**	**EPA 200.7**	**$153.00**	**$11,475.00**
66	**75**	**Metals by ICPMS Arsenic, Barium, Cadmium, Cobalt, Copper, Chromium Total, Iron, Lead, Manganese, Mercury, Selenium, Silver, Sodium, Boron, Nickel, Zinc, Chromium VI as a package**	**EPA 200.8**	**$153.00**	**$11,475.00**
67	**25**	**Nitrate as N**	**EPA 300.0**	**$8.00**	**$200.00**
68	**25**	**Nitrite as N**	**EPA 300.0**	**$8.00**	**$200.00**
69	**25**	**Orthophosphate as P**	**EPA 300.0,**	**$8.00**	**$200.00**
70	**16**	**PFAS SWRCB – Wastewater**	**See Appendix G**	**$300.00**	**$4,800.00**
71	**4**	**PFAS SWRCB – Wastewater Sampling (Per sampling event)**	**See Appendix H**	**$1,200.00**	**$4,800.00**
72	**50**	**Phenolic Compounds**	**EPA 420.4**	**$35.00**	**$1,750.00**
73	**50**	**Silica**	**EPA 200.7**	**$8.00**	**$400.00**
74	**50**	**Strontium by ICPMS**	**EPA 200.8**	**$8.00**	**$400.00**
75	**25**	**Sulfate**	**EPA 300.0**	**$8.00**	**$200.00**
76	**50**	**Cyanide Free**	**SM4500CNF**	**$25.00**	**$1,250.00**

77	50	Cyanide Total	EPA 335.4	$25.00	$1,250.00
78	20	Total Alkalinity	SM2320B	$9.00	$180.00
79	25	Total Dissolved Solid	SM2540C	$15.00	$375.00
80	25	Total Hardness	SM 2340C	$16.00	$400.00
81	50	Total Kjeldahl Nitrogen	EPA 351.2	$25.00	$1,250.00
82	200	Total Organic Carbon	SM 5310B	$25.00	$5,000.00
83	20	Total Suspended Solids	SM 2540D	$18.00	$360.00
84	200	Turbidity	SM 2130B or EPA 180.1	$7.00	$1,400.00
WASTEWATER			SUBTOTAL	$2,270.00	$54,865.00
ITEM NO.	EST. QTY	SLUDGE (ACCORDING TO METHODS IN SW-846, EXCEPT TOTAL COLIFORM)	TEST METHOD	UNIT PRICE	*EXTENDED PRICE (QTY X UNIT PRICE)
85	15	Ammonia as N	EPA 350.1	$15.00	$225.00
86	2	Dioxin/Dibenzofurans	EPA 608.3, 624.1 or 625.1 (with a detection limit of <1 mg/g	$650.00	$1,300.00
87	25	Hexavalent Chromium (20 ppt MRL)	EPA 7196	$25.00	$625.00
88	25	Mercury	EPA 7471A	$16.00	$400.00
89	25	Metals by ICPMS Antimony, Arsenic, Beryllium, Cadmium, Total Chromium, Cobalt, Copper, Lead, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium, and Zinc (per element)	EPA 6020 and EPA SW846 Series	$8.00	$200.00
90	25	Nitrate as N	EPA 9056	$8.00	$200.00
91	9	Paint Filter Test	EPA 9095	$25.00	$225.00
92	12	Percent Solids	SM 2540B	$15.00	$180.00
93	25	Total Kjeldahl Nitrogen	EPA 351.2	$25.00	$625.00
94	2	Toxicity Characteristics Leaching Procedure	EPA Method 1311 or EPA 6020	$50.00	$100.00
Sludge			SUBTOTAL	$837.00	$4,080.00

ITEM NO.	**EST. QTY**	**PRIORITY POLLUTANTS LIST**	**TEST METHOD**	**UNIT PRICE**	***EXTENDED PRICE (QTY X UNIT PRICE)**
95	**1**	**Annual: Current list 126 Priority Pollutants (EPA 40 CFR Part 423, Appendix-Partial Priority Pollutant List) Exclude Asbestos**	**Refer to EPA, 40 CFR Part 423, Appendix-Partial Priority Pollutant List**	**$1,014.00**	**$1,014.00**
96	**3**	***Quarterly: Partial Priority Pollutants List (To be determined by detected pollutants from Line Item # 95.) Exclude Asbestos**	**Refer to EPA, 40 CFR Part 423, Appendix-Partial Priority Pollutant List**	**$405.00**	**$1,215.00**
PRIORITY POLLUTANTS			**SUBTOTAL**	**$1,419.00**	**$2,229.00**
ITEM NO.	**EST.QTY**	**SSO SAMPLING (SSMP)**	**TEST METHOD**	**UNIT PRICE**	***EXTENDED PRICE (QTY X UNIT PRICE)**
97	**9**	**Total Coliforms and E. coli**	**Quantitray SM9223 B**	**$25.00**	**$225.00**
98	**9**	**Ammonia, (Total)**	**SM4500 NH3N**	**$10.00**	**$90.00**
SSO Sampling			**SUBTOTAL**	**$35.00**	**$315.00**
ITEM NO.	**EST.QTY**	**INDUSTRIAL MONITORING AND TRUNK-LINE MONITORING**	**TEST METHOD**	**UNIT PRICE**	***EXTENDED PRICE (QTY X UNIT PRICE)**
99	**1**	**Aluminum**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
100	**1**	**Ammonia**	**EPA 350.1 or SM 4500 NH-D**	**$15.00**	**$15.00**
101	**1**	**Arsenic**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
102	**1**	**Barium**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
103	**1**	**Biochemical Oxygen Demand (BOD)**	**SM 5210**	**$40.00**	**$40.00**
104	**1**	**Boron**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**

105	**1**	**Cadmium**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
106	**1**	**Chemical Oxygen Demand**	**EPA approved method**	**$20.00**	**$20.00**
107	**1**	**Chloride**	**EPA 300.0**	**$8.00**	**$8.00**
108	**1**	**Chromium (Total)**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
109	**1**	**Color**	**SM 2120B**	**$7.00**	**$7.00**
110	**1**	**Copper**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
111	**1**	**Cyanide**	**SM4500-CN C,D,E**	**$25.00**	**$25.00**
112	**1**	**Fluoride**	**EPA 300.0**	**$8.00**	**$8.00**
113	**1**	**Total Hardness**	**SM 2340C**	**$16.00**	**$16.00**
114	**1**	**MBAS (Methylene Blue Active Substances)**	**EPA 425.1**	**$25.00**	**$25.00**
115	**1**	**Magnesium**	**SM4500 NH3H**	**$8.00**	**$8.00**
116	**1**	**Iron**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
117	**1**	**Lead**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
118	**1**	**Manganese**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
119	**1**	**Mercury**	**EPA 200.8**	**$8.00**	**$8.00**
120	**1**	**Nickle**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
121	**1**	**Oil & Grease**	**EPA 1664A**	**$55.00**	**$55.00**
122	**1**	**Selenium**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
123	**1**	**Silica**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
124	**1**	**Silver**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
125	**1**	**Sodium**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
126	**1**	**Sulfate**	**EPA 300.0**	**$8.00**	**$8.00**
127	**1**	**Total Dissolved Solids**	**SM2540C**	**$15.00**	**$15.00**
128	**1**	**Total Suspended Solids**	**SM2540B**	**$18.00**	**$18.00**
129	**1**	**Zinc**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
130	**30***	**Items 99-130 as a package**	**Method indicated in items 99-130**	**$404.00**	**$12,120.00**

131	**6**	**PFAS SWRCB – Collection System(Industrial Waste)**	**See Appendix G**	**$325.00**	**$1,950.00**
132	**2**	**PFAS SWRCB – Collection System(Industrial Waste) Sampling per Sampling Event**	**See Appendix H**	**$600.00**	**$1,200.00**
INDUSTRIAL TRUNK LINE MONITORING			**SUBTOTAL**	**$1,733.00**	**$15,674.00**
ITEM NO.	**EST.QTY**	**STORMWATER-WWTP**	**TEST METHOD**	**UNIT PRICE**	***EXTENDED PRICE (QTY X UNIT PRICE)**
133	**1**	**Enterococci**	**SM9230B**	**$50.00**	**$50.00**
134	**1**	**E. coli**	**SM9221F**	**$25.00**	**$25.00**
135	**1**	**Iron (Total)**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
136	**1**	**Cadmium (Total)**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
137	**1**	**Copper (Total)**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
138	**1**	**Lead (Total)**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
139	**1**	**Total Suspended Solids (TSS)**	**SM2540B**	**$18.00**	**$18.00**
140	**1**	**Oil & Grease**	**EPA 1664A**	**$55.00**	**$55.00**
141	**20**	**Items 133-141 as a package**	**Method indicated in items 133-141**	**$150.00**	**$3,000.00**
STORMWATER - WWTP			**SUBTOTAL**	**$330.00**	**$3,180.00**
ITEM NO.	**QTY**	**STORMWATER-LANDFILL**	**TEST METHOD**	**UNIT PRICE**	***EXTENDED PRICE (QTY X UNIT PRICE)**
142	**1**	**Enterococci**	**SM9230B**	**$50.00**	**$50.00**
143	**1**	**E. coli**	**SM9221F**	**$25.00**	**$25.00**
144	**1**	**Iron (Total)**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
145	**1**	**Cadmium (Total)**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
146	**1**	**Copper (Total)**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**

147	**1**	**Lead (Total)**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
148	**1**	**Total Suspended Solids (TSS)**	**SM2540B**	**$18.00**	**$18.00**
149	**1**	**Oil & Grease**	**EPA 1664A**	**$55.00**	**$55.00**
150	**1**	**Ammonia as N (Total)**	**SM4500 NH3H**	**$15.00**	**$15.00**
151	**1**	**Selenium (Total)**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
152	**1**	**Silver (Total)**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
153	**1**	**Mercury (Total)**	**EPA 200.8**	**$8.00**	**$8.00**
154	**1**	**Arsenic (Total)**	**EPA200.7 or EPA200.8**	**$8.00**	**$8.00**
155	**1**	**Cyanide (Total)**	**SM4500-CN C,D,E**	**$25.00**	**$25.00**
156	**1**	**Magnesium (Total)**	**SM4500 NH3H**	**$8.00**	**$8.00**
157	**1**	**Chemical Oxygen Demand (Total)**	**HACH 8000 or SM 5220 B,C or D**	**$20.00**	**$20.00**
158	**24**	**Items 142-158 as a package**	**Method indicated in items 142-158**	**$230.00**	**$5,520.00**
STORMWATER - LANDFILL			**SUBTOTAL**	**$510.00**	**$5,800.00**

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.

BABCOCK LABORATORIES, INC.

By:_____ Date: _____
Tiffany Gomez, President, CEO

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of ProMinent fluid controls, Evoqua water technologies and its subsidiary divisions of chemical feed and analytical equipment, supplies and related components ("Agreement") is made and entered in this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and D&H Water Systems ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform ProMinent Fluid Controls, Evoqua water technologies and its subsidiary divisions of chemical feed and analytical equipment, supplies and related components services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates John R. Harris, Municipal Utilities and Engineering Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The Services shall commence as of the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of one (1) year and will begin July 1, 2022 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.3 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by this reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of one hundred eighty four thousand dollars ($184,000) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of one hundred eighty four thousand dollars ($184,000) for the first Extended Term; and one hundred eighty four thousand dollars ($184,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of five hundred fifty two thousand dollars ($552,000). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "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	David Hartwig, President
City of Redlands	D&H Water Systems, Inc.
35 Cajon Street	603 Seagaze Drive, #241
P.O. Box 3005 (mailing)	Oceanside, Ca. 92054
Redlands, CA 92373	david@dandhwatersystems.coml
jdonaldson@cityofredlands.org	(760) 722-6893
(909) 798-7531	(760) 659-5540

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies

shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;

(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of

the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

D&H WATER SYSTEMS

By: _____
David Hartwig, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

D & H Water Systems shall provide the following services associated with City's Wastewater Division's need for service to be performed on 4 Micro 2000's:

A. SERVICE TO BE PERFORMED

ITEM	DESCRIPTION
1.	Disassemble, Clean, and Inspect wet ends
2.	Install new O-rings, shafts, bearings, and cup seals
3.	Clean Chlorine probes
4.	Replace electrolyte and porous elements
5.	Change out all internal/external tubing
6.	Replace any parts identified as compromised
7.	Calibration of Micro 2000 units

B. EQUIPMENT USED FOR SERVICE

QTY	DESCRIPTION
4	W3T107488 KIT, PM MICRO 2000 ANALYZER
64	W2T11683 TUBE,RND 0.0625"OD 0.02"ID SYN RBR
16	W2T12617 TUBE,NORPRENE 0.0625"
8	W2T12016 TUBE, 0.375" OD 0.25" ID
8	W2T11081 TUBE,RND PTFE 6 MM OD 4 MM ID
2	W2T13044 ELECTROLYTE, GEL (BOTTLE)
4	W2T11674 RING, OCCLUSION MICRO 2000 ANLZR
8	W2T808741 SCREW,SHLDR SOC 0.312D - 1.75L 18-8SS

D & H Water Systems shall provide the following services associated with City's Water Division's need for service to be performed on the gas chlorination system:

A. SERVICE ON THE FOLLOWING

ITEM	QTY	DESCRIPTION
1.	4	V2030 Gas Chlorinators
2.	4	510M Gas Vacuum Regulators
3.	2	1" Chlorine Gas Injectors
4.	1	2" Chlorine Gas Injector
5.	2	ATI Chlorine Gas Sensors

B. SERVICE TO BE PREFORMED

ITEM	DESCRIPTION
1.	Disassemble, inspect, and clean equipment
2.	Replace any parts identified as compromised
3.	Install preventative maintenance kits

4.	Calibrate and program equipment per manufacturer recommendations
5.	Test equipment

C. EQUIPMENT USED FOR SERVICE

QTY	DESCRIPTION
2	W3T110132 ASSY, HEATER 120/240VAC
4	W3T107923 PM KIT, V-2000 3000 PPD
4	W2T12161 DIAPHRAGGM,V DIFF RGLT,.5THK
4	W3T99090 PM KIT, VACUUM REGULATOR, 200/500 PPD
1	W2T19274 O-RING,-228,BUNA N
1	W2T16578 O-RING,-110, BUNA N
1	W2T17502 O-RING,-148,BUNA N
1	W2T15623 O-RING,-156,HYPAL
1	W2T11991 DIAPHRAGM,INJ CHCK V UNIT,TEF
2	W2T375955 GASKET,FLT,VLT,.562*.375*.020
1	W2T8317 ORING,PERFLUOROELASTOMER,#210
1	W2T422904 TUBE, RTMTR 10“ Cl2 100PPD 2 KG-H
2	W3T98085 KIT, PM 1" AS INJECTOR, CL2
2	W2T11717 SENSOR UNIT, CL2 GAS
1	W2T11505 PLUG, SAFETY VALVE
1	W2T9971 HOUSING, BACK PVC
1	W2T16924 MOLD, INJ ROTA-TOP STOP
2	W2T16151 GASKET, CSM NON-STD 0.6563"ID
40	PTFE-0504 TUBING 5/16" X 1/4" OD-25'

Additional calibration and service beyond the annual service listed in the above fore mentioned. Training related to repairs, service and new equipment.

D. AS NEEDED PARTS SERVICE AND REPAIR

D & H Water Systems shall provide additional support services on an as needed basis associated with City’s Water & Wastewater Division’s. Including but not limited to:

Evoqua chlorination feed equipment and materials

Wallace & Tiernan Micro 2000 systems and materials

ProMinent chemical feed systems and components, analyzer equipment and related support materials

Related specialized equipment replacement and repair, such as wet ends, probes, controllers, and display related items.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and D&H Water Systems (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to ProMinent Fluid Controls, Evoqua Water Technologies and its subsidiary divisions of chemical feed and analytical equipment service, supplies and related components (the "Work"), which said agreement, dated May 17, 2022, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of one hundred eighty four thousand dollars ($184,000) 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 _____, 2022.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety) BY:
_____	_____
(Signature)	(Signature)
	Address: _____ _____
(Seal and Notarial Acknowledgment of Surety)	Telephone( ) _____

EXHIBIT "C"

PRICE AND FEE BID

WASTEWATER ANNUAL SERVICE

LOT MATERIALS REQUIRED FOR SERVICE See Scope of Work Exhibit "A"	
SERVICE TIME AND TRAVEL	
Hours Service Time	$2,250.00
Hours Travel Time	$1,125.00
Miles	$114.00
Night Per Diem	$500.00
TOTAL	$8,296.73

Price per occurrence one time a year

WATER ANNUAL SERVICE

LOT MATERIALS REQUIRED FOR SERVICE See Scope of Work	
SERVICE TIME AND TRAVEL	
Hours Service Time	$8,550.00
Hours Travel Time	$2,250.00
Miles	$239.40
Nights Per Diem	$1,500.00
TOTAL	$18,118.19

Price per occurrence one time a year

AS NEED SERVICES AT THE RATES LISTED BELOW

Service Time per hour	$225.00
Travel Time per hour	$225.00
Per Mile	$0.57
Night Per Diem	$250.00

The cost for parts shall not exceed the actual cost plus 20% percent mark-up

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.

D&H WATER SYSTEMS

By:_____ Date: _____

David Hartwig, President

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

May 2, 2022

Montrose Air Quality Services, LLC
1 Park Plaza, Suite 1000
Irvine, CA 92614

RE: Notice to Extend Annual Purchase Order Term
AQMD Compliance Support Services

To Whom It May Concern:

You are hereby notified that the City of Redlands wishes to extend the term of the annual Purchase Order No. 22210536, pursuant to the Contract Term on page 2 of the executed Agreement effective July 1, 2020.

You are required to return the Notice of Acknowledgement, evidence of current City business license, and W9, within **ten (10)** calendar days from the date of this Notice. Submit by USPS or via email to cduenez@cityofredlands.org . The due date is therefore May 09, 2022.

Upon your return of the Notice of Acknowledgement, the Municipal Utilities and Engineering Department will present to City Council if applicable, and approved, a new purchase order will be issued. The new term would be July 1, 2022 to June 30, 2023. A copy of your submittal is included for review.

If you do not return said Acknowledgement and forms within the **ten (10)** calendar days from the date of this Notice, the City will rebid the commodity.

If you have any questions you may contact me (909) 798-7506 ext. 4183.

Thank you,

Christian Duenez
Administrative Assistant II
cduenez@cityofredlands.org

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

May 2, 2022

Montrose Air Quality Services, LLC
1 Park Plaza, Suite 1000
Irvine, CA 92614

NOTICE OF ACKNOWLEDGMENT

RE: Notice to Extend Annual Purchase Order Term
Air Quality Sampling and Analysis

This is year 1 of 3 bid extension per page 16 of the executed Agreement. Receipt of the above Notice of Acknowledgement is hereby accepted by Montrose Air Quality Services, DBA Montrose Environmental Solutions

this, 5th day of May, 2022.

By: _____
(Signature)

Karl A. Lanz
(Print Name)

District Manager
(Title)

Payee ID.	Munis #	Payee Name	W-9 On File
	200696	MONTANO, JORGE ALEJANDRO	Yes
V00011337	2615	MONTEMAYOR, LORRAINE	Yes
V00015665		MONTROSE AIR QUALITY SERVICES LLC	Yes
V00014521		MONTROSE ENVIRONMENTAL GROUP INC	Yes
V00000371		MONUMENTAL BRONZE & GRANITE	Yes
V00014177		MOOD MEDIA	Yes
V00005470		MOORE FLOORING INC	Yes
V00013145		MOORE MEDICAL LLC	Yes

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

May 2, 2022

Quantum Analytical Services Inc.
1210 E. 23rd St, #314
Carson, CA 90745

RE: Notice to Extend Annual Purchase Order Term
Air Quality Sampling and Analysis

To Whom It May Concern:

You are hereby notified that the City of Redlands wishes to extend the term of the annual Purchase Order No. 22210349, pursuant to the Contract Term on page 2 of the executed Agreement effective July 1, 2021.

You are required to return the Notice of Acknowledgement, evidence of current City business license, and W9, within **ten (10)** calendar days from the date of this Notice. Submit by USPS or via email to cduenez@cityofredlands.org . The due date is therefore May 09, 2022.

Upon your return of the Notice of Acknowledgement, the Municipal Utilities and Engineering Department will present to City Council if applicable, and approved, a new purchase order will be issued. The new term would be July 1, 2022 to June 30, 2023. A copy of your submittal is included for review.

If you do not return said Acknowledgement and forms within the **ten (10)** calendar days from the date of this Notice, the City will rebid the commodity.

If you have any questions you may contact me (909) 798-7506 ext. 4183.

Thank you,

Christian Duenez
Administrative Assistant II
cduenez@cityofredlands.org

City of
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Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

May 2, 2022

Quantum Analytical Services Inc.
1210 E. 23rd St, #314
Carson, CA 90745

NOTICE OF ACKNOWLEDGMENT

RE: Notice to Extend Annual Purchase Order Term
Air Quality Sampling and Analysis

This is year 1 of 1 bid extension per page 16 of the Price & Fee Bid Sheet. Receipt of the above Notice of Acknowledgement is hereby accepted by_____

this, 5 day of MAY, 2022.

By: _____
(Signature)

ANDREW KITTO
(Print Name)

President
(Title)

Payee ID.	Munis #	Payee Name	W-9 On File
V00015617		QUANTUM ANALYTICAL SERVICES INC	Yes
V00013318		QUANTUM CORPORATION	Yes
V00014412		QUEEN BEACH PRINTERS INC	Yes
V00014962		QUEZADA, JUAN CARLOS	Yes
V00013881		QUICK CRETE PRODUCTS CORP	Yes
T00001174		QUICK SIGNS	Yes

Home Report a Problem

Business Search

Search By: Business Name Value: quantum Search

Specify Start Date Range (Optional)

Account #	Business Name	Expire Date	Address
08130559	QUANTUM ANALYTICAL SERVICES, INC.	6/30/2022	1210 E 223RD ST STE 314, CARSON, CA 90745-4240

Total records found: 1

Powered by HdL

CITY OF REDLANDS
CLERK'S BID OPENING REPORT

The following bids were opened on the **16th day of March 2022 at 10:00 a.m.** on behalf of the Municiapl Utilities and Engineering Department for **Water & Wastewater Treatment Plant Chemicals-20220301-02WP**. The amounts have not been checked and are subject to correction after the bids have been completely reviewed.

	1	2	3	4	5	6	7	8	9	10	11	12
Bidder's Name	**Sodium Hypochlorite 12.5% mini-bulk (Water)**	**Sodium Hypochlorite 12.5% (Water)**	**Chlorline Gas (Water)**	**Sodium Hydroxide 50% (Water)**	**Praestol 186KH Polymer (Water)**	**Praestol A 3040 LTR FLOCCULANT (Water)**	**Praestol A 3010 LTR FLOCCULANT (Water)**	**Citric Acid 50% (WW)Aluminum Chlorohydrate (ACH) 50% Solution (Water)**	**Zeetag 8818 Polymer 40% Active (WW)**	**Citric Acid 50%(WW)**	**Ferric Chloride 39%(WW)**	**Sodium Hypochlorite 12.5% (WW)**
Brentec, San Fe Springs CA				$15,760.00				$291,150.00		$235,008.00		
California Water Technology, Santa Fe Springs CA											$254,700.00	
JCI Jones Chemicals, Inc., Torrance CA		$81,540.00	$34,000	$13,600.00								$203,850.00
Kemira Water Solutions, Inc., Lawrence KS											$194,400.00	
Nalco Water, Los Alamitos CA					$98,520.00							
Northstar Chemical, Sherwood OR				$21,160.00						$358,560.00		
Olin Corporation, Tracy CA		$80,406.00										$201,015.00
Pencco Inc., San Felipe TX											$185,400.00	
Polydyne Inc., Riceboro GA					$80,496.00	$19,116.00	$6,372.00		$41,952.00			
Solenis LLC, Wilmington DE					$95,760.00	$28,611.00	$8,349.00		$402,667.00			
Summit Research Labs, Flemington NJ								$266,400.00				
*Univar USA Inc., Kent WA	4.06			3.05						13.00		
USALCO LLC, Baltimore MD								$227,997.00				

BID AMOUNTS ARE EXTENDED PRICE PER YEAR

***Unit Price Given / Bids sorted alphabetically / (1) Addenda Issued No Addendas acknowleged**

Emailed: Councilmembers, City Manager, City Treasurer, PIO, Press

Department Head: John Harris
Staff: Ashley Rosario

Jeanne Donaldson, City Clerk
City of Redlands, California

Olin™
CHLOR ALKALI
PRODUCTS AND VINYLS

490 Stuart Road, NE, Cleveland, Tennessee 37312
Phone: 423/336-4850 • Fax: 423/336-4830
Internet Address: www.olinchloralkali.com

May 31, 2022

SUBJECT: U.S. Superfund Excise Tax Surcharge

Dear Customer:

Beginning July 1, 2022, as part of the Infrastructure Investment and Jobs Act (the "IIJA"), a Superfund Excise Tax will be imposed by the U.S. Government on certain listed chemicals made in, or imported into, the United States when the listed chemicals are sold or used to produce other chemicals. One or more of the listed chemicals are sold to you or used in the production of chemicals you purchase from Olin and its affiliates (hereafter "Olin").

Effective for sales on and after July 1, 2022, Olin will need to increase the prices of its products impacted by the IIJA via a Superfund Excise Tax Surcharge. The amounts of the surcharges are based upon the per ton tax rates specified in the IIJA and levied by the U.S. Government for all listed chemicals sold to you or used in connection with the production of the chemicals you purchase from Olin.

For your convenience, we are attaching a supplement with the proposed expected surcharge or range of surcharges based on the type of chemical products you purchase from Olin. Your account manager will be contacting you to discuss the impact of this change in the law.

We appreciate your business and your confidence in selecting Olin as your supplier.

Sincerely,

RW Whigham

Rene Whigham
VP, Global Chlor Alkali & Customer Services

SUPPLEMENT - SUPERFUND EXCISE TAX SURCHARGE BY PRODUCT

Chlorine	$5.40 per ton
Caustic Soda	$0.56 per DT
Ethylene dichloride	$6.771 per ton
Vinyl chloride monomer	$0.012 per kg
Sodium hypochlorite (equimolar bleach)	$0.002 to $0.005 per gallon
Sodium hypochlorite (HyPure® Bleach)	$0.006 to $0.008 per gallon ($7.50/EQW)
Hydrochloric acid	$0.58 per wet ton
Potassium hydroxide	$0.44 per DT
Chlorinated organics	$0.011/lb.
Liquid epoxy resins	$0.017 to $0.02 per kg
Allyl chloride	$0.015 per kg
Epichlorohydrin	$0.019 per kg
Other epoxy resins and additives	$0.001 to $0.02 per kg

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

JOHN R. HARRIS
Director

February 11, 2022

Plumbers Depot
3921 W. 139th Street
Hawthorne, CA 90250

RE: Notice to Extend Annual Purchase Order Term
Collection System Maintenance Supplies

To Whom It May Concern:

You are hereby notified that the City of Redlands wishes to extend the term of the annual Purchase Order No. 22210147, pursuant to the Contract Term on pages 12 of the Request for Bids which was issued on March 11, 2019 and opened publicly on March 25, 2019. The City wishes to exercise the option to extend for year three (3) of the three (3) year option.

You are required to return the Notice of Acknowledgement, evidence of current City business license, and W9, within **fourteen (14)** calendar days from the date of this Notice. Submit by USPS or via email to fmata@cityofredlands.org. The due date is therefore February 25, 2022.

Upon your return of the Notice of Acknowledgement, the Municipal Utilities and Engineering Department will present to City Council if applicable, and approved, a new purchase order will be issued. The new term would be July 1, 2022 to June 30, 2023. A copy of your submittal is included for review.

If you do not return said Acknowledgement and forms within the **fourteen (14)** calendar days from the date of this Notice, the City will rebid the commodity.

If you have any questions you may contact me (909) 798-7506 ext. 8.

Thank you,
Fernando Mata
Wastewater Superintendent

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

JOHN R. HARRIS
Director

February 11, 2022

Plumbers Depot
3921 W. 139th Street
Hawthorne, CA 90250

NOTICE OF ACKNOWLEDGMENT

RE: Notice to Extend Annual Purchase Order Term
Collection System Maintenance Supplies

This is extension year 3 of 3 bid extension per pages 12 of the Request for Bid. Receipt of the above Notice of Acknowledgement is hereby accepted by Miguel Martin this, 21st day of March, 2022.

By: _____
(Signature)

Miguel Martin
(Print Name)

Vice- President
(Title)

BID NO. 20220301-02WP
Annual P.O. for Water and Wastewater Treatment Plant Chemicals

BID DATE 3/16/2022
FISCAL YEAR 2022/2023

Item Number	Bid Item	Quantity Per	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
				Brenntag Pacific, Inc.		California Water Technologies, LL		JCI Jones Chemi		Kemira Water Solutions, In				Pacific Star Chemical dba of Northstar Chemical		Olin Corporation								Summit Research Labs				Univar Solution		USALCO Modesto Plant, LLC	
1	Sodium Hypochlorite 12.5% mini-bulk (Water)	1,800 gal	Per Gallon											NI												$ 4.06	$ 116,928.00		
2	Sodium Hypochlorite 12.5% (Water)	4,500 gal	Per Gallon					$ 1.51	$ 81,548.00					NI		$ 1.469	$ 80,406.00												
3	Chlorine Gas (Water)	(2) Ton Cylinders	Per lb.					$ 0.85	$ 34,000.00					NI															
4	Sodium Hydroxide 50% (Water)	2,000 gal	Per Gallon	$ 3.940	$ 15,760.00			$ 3.40	$ 13,600.00					$ 5.29	$ 23,160.00											$ 3.05	$ 12,200.00		
5	Praestol 186KH polymer (Water)	3,000 gal	Per Gallon									$ 8.21	$ 98,520.00	NI				$ 6.708	$ 80,496.00	$ 7.98	$ 95,760.00								
6	Praestol A 3040 LTR FLOCCULANT (Water)	55 gal drum	Per Gallon											NI				$ 10.384	$ 19,116.00	$ 14.45	$ 28,611.00								
7	Praestol A 3010 LTR FLOCCULANT (Water)	55 gal drum	Per Gallon											NI				$ 10.384	$ 6,372.00	$ 12.65	$ 8,349.00								
8	Aluminum Chlorohydrate (ACH) 50% Solution (Water)	4,500 gal	Per Gallon	$ 6.47	$ 291,150.00									NI								$ 5.92	$ 266,400.00				5.0666	$ 227,997.00
9	Zeetag 8818 Polymer 40% Active (WW)	20,700 gal (9 totes 2,300 lbs /tote)	Per Gallon											NI				$ 13.072	$ 41,952.00	$ 14.34	$ 402,667.00								
10	Citric Acid 50% (WW)	600 gal	Per Gallon	$ 16.320	$ 235,008.00									$ 24.90	$ 358,560.00											$ 13.00	$ 187,200.00		
11	Ferric Chloride 39% (WW)	5,000 gal	Per Gallon			$ 2.83	$ 254,700.00			$ 2.16	$ 194,400.00			NI				$ 2.06	$ 185,400.00										
12	Sodium Hypochlorite 12.5% (WW)	4,500 gal	Per Gallon					$ 1.51	$ 203,850.00					NI		$ 1.489	$ 201,015.00												

Pumps Equipment
Sulzer Pumps Solutions Inc
155 Ahlstrom Way
Easley, SC
UNITED STATES
Phone 864-855-9090
Fax 864-855-9095
www.sulzer.com

Contact Randy Milton
Department / Unit Clean & Engineered Water

Phone 909 317 7082
E-mail Randy.Milton@sulzer.com

To Whom It May Concern,

Please be advised that Brax Company, Inc is 100% solely responsible for the sales and service for all Clean Water / Engineered Product / Desalination Products for Southern California & Southern Nevada. Products include but are not limited to:

Johnston VTP (JTS) / Sulzer VTP (SJT) / Crown Sub/VTP (CPT) / Mix Flow (SJM) / Propeller Type (SJP) / Horizontal Split (SMD) / End Suction Alhstar (APT) & (CPT)

If you require any of these Sulzer products in the listed counties; purchasing is sole sourced through Brax Company, Inc. If you have any questions I will be more than happy to assist, please contact me at 909-317-7082 or at Randy.Milton@sulzer.com

Sincerely,

Randy Milton
Regional Manager Western North America Clean,
Engineered, Desalinated & Treated Water Sulzer
Pumps Solutions Inc.

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

JOHN R. HARRIS
Director

February 11, 2022

Plumbers Depot
3921 W. 139th Street
Hawthorne, CA 90250

NOTICE OF ACKNOWLEDGMENT

RE: Notice to Extend Annual Purchase Order Term
Collection System Maintenance Supplies

This is extension year 2 of 2 bid extension per pages 12 of the Request for Bid. Receipt of the above Notice of Acknowledgement is hereby accepted by PLUMBERS DEPOT INC this, 23 day of MARCH, 2022.

By: _____
(Signature)

Miguel Martin
(Print Name)

VICE PRESIDENT
(Title)

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

JOHN R. HARRIS
Director

February 11, 2022

Plumbers Depot
3921 W. 139th Street
Hawthorne, CA 90250

RE: Notice to Extend Annual Purchase Order Term
Collection System Maintenance Supplies

To Whom It May Concern:

You are hereby notified that the City of Redlands wishes to extend the term of the annual Purchase Order No. 22210147, pursuant to the Contract Term on pages 12 of the Request for Bids which was issued on March 11, 2019 and opened publicly on March 25, 2019. The City wishes to exercise the option to extend for year three (3) of the three (3) year option.

You are required to return the Notice of Acknowledgement, evidence of current City business license, and W9, within **fourteen (14)** calendar days from the date of this Notice. Submit by USPS or via email to fmata@cityofredlands.org. The due date is therefore February 25, 2022.

Upon your return of the Notice of Acknowledgement, the Municipal Utilities and Engineering Department will present to City Council if applicable, and approved, a new purchase order will be issued. The new term would be July 1, 2022 to June 30, 2023. A copy of your submittal is included for review.

If you do not return said Acknowledgement and forms within the **fourteen (14)** calendar days from the date of this Notice, the City will rebid the commodity.

If you have any questions you may contact me (909) 798-7506 ext. 8.

Thank you,
Fernando Mata
Wastewater Superintendent

BID COVER PAGE

Collection System Maintenance Supplies and Related Items

VENDOR INFORMATION			
Name of Firm, Entity, or Organization	Plumbers Depot Inc		
Federal Employer ID Number (EIN)	03-0500254	Attach W9	
City Business License Number (attach)	1013888	Expiration Date	12/2019
State of California License Number (if applicable)			

SUPPLIER CONTACT INFORMATION	
Name	Miguel Martin
Title	Vice President
Phone Number	310-259-5542
Fax Number	310-355-3077
Email Address	miguel.martin@plumbersdepotinc.com

ADDRESS	
Mailing Address	3921 W. 139th Stret
Street Address (if different)	
City, State, Zip Code	Hawthorne, CA 90250
Telephone Number	310-259-5542
Fax Number	310-259-5542

ORGANIZATION		
Corporate ☒	Proprietorship ☐	Other ☐
Partnership ☐	Joint Venture ☐	

IF CORPORATION	
Date of Corporation	01/2003
State of Corporation	CA
State Registered in as Foreign Corporation	

AUTHORIZED SIGNATURE					
Print Name	Miguel Martin	Title	Vice President	Signature	
Phone #	310-259-5542			Date	03/21/2019

This form must be completed and returned with your submittal

BIDDER CERTIFICATION

Submit To: City of Redlands Office of the City Clerk 35 Cajon Street, Suite 4 Redlands, CA 92373	CITY OF REDLANDS REQUEST FOR BID (REQUEST FOR BID) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT

DUE DATE: March 25, 2019	DUE TIME: 2:00pm	REQUEST FOR BID

TITLE: Collection System Maintenance Supplies and Related Items

BIDDER NAME: Plumbers Depot Inc	PHONE NUMBER: 310-259-5542
BIDDER MAILING ADDRESS: 3921 W. 139th Street,	FAX NUMBER: 310-355-3077
CITY/STATE/ZIP Hawthorne, CA 90250	E-MAIL ADDRESS: miguel.martin@plumbersdepotinc.com

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this REQUEST FOR BID and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the REQUEST FOR BID requirements. I, the undersigned, declare that I have carefully examined the REQUEST FOR BID, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this REQUEST FOR BID with any other Offer or and have not colluded with any offertory or parties to a REQUEST FOR BID whatsoever for any fraudulent purpose."

Addendum #	Addendum #	Addendum #	Addendum #	Addendum #

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an REQUEST FOR BID for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this REQUEST FOR BID and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the REQUEST FOR BID, including but not limited to certification requirements. In conducting offers with an agency for the City of Redlands respondent agrees that if this bid is accepted, the respondent will convey, sell, assign, or transfer to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

Miguel Martin (Vice President)
Authorized Bidder Name, Title (Print)

Authorized Signature

Date

This form must be completed and returned with your Submittal

NO-PROPOSAL RESPONSE

City of Redlands
Statement of "No Proposal"

If you do not intend to submit a proposal for this project, please complete and return this form prior to date shown for receipt of proposals to: **City of Redlands, Municipal Utilities and Engineering Department 35 Cajon Street, Suite 15A, Redlands, CA 92373, Attn: Patty Baker, Management Analyst.**

We, the undersigned, have declined to submit a proposal on your **RFP for Collection System Maintenance Supplies and Related Items for the following reasons:**

_____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only. (please explain reason below)

_____ Insufficient time to respond to Request for Proposals.

_____ We do not offer this product/s or equivalent.

_____ Remove us from your bidders' list for this commodity or service.

_____ Our product schedule would not permit us to perform to specifications.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Competition restricted by pre-approved owner standards.

_____ Other (please specify below).

Remarks:

_____

_____

_____

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number _____ Date _____

SCOPE

The City of Redlands Municipal Utilities and Engineering department (City) is currently soliciting bids from vendors to provide **Collection System Maintenance Supplies and Related Items** City's wastewater divisions. The successful bidder(s) will be issued an annual purchase order for the fiscal year 2019/2020 with extension options as indicated on the bid price sheet.

USAGE REPORT

Upon request, the successful bidder shall provide a report of items purchased by the City for the previous six months. This report shall be in order of the most frequently ordered items to the least frequently ordered items. The following information shall be included in the report: product description, total quantity ordered for the period, and the total amount spent on the item for the period.

DELIVERY SCHEDULE:

Delivery time: Items ordered should be delivered as soon as possible, but no later than 5 business days from the date of each order.

Delivery Location: City of Redlands Wastewater Facility, 1950 Nevada St., Redlands, CA 92374.

ESTIMATED QUANTITIES ON BID PRICE SHEET: Quantities stated below are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The City may order more or less than the estimated quantity indicated on bid price sheet. The City will issue a "Blanket" Purchase order to the lowest responsive and responsible vendor.

PRICE/COST

All charges should be included on the Official unit Bid Price Sheet(s) which includes all associated costs (including but not limited to delivery, freight, etc.). The city will not pay additional fees above the indicated unit price below.

BIDDER MUST BID ON ALL ITEMS. AWARD WILL BE MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER. QUANTITIES STATED BELOW ARE ESTIMATES ONLY, AND ARE NOT GUARANTEED. BID UNIT PRICE ON THE ESTIMATED QUANTITY AND UNIT OF MEASURE SPECIFIED. THE CITY MAY ORDER MORE OR LESS THAN THE ESTIMATED QUANTY INDICATED ON BID PRICE SHEET.

BIDDER'S PROPOSAL SHEET- Collection System Maintenance Supplies and Related Items

Line Item No.	Quantity	Item	Unit Price
1.	1	24" W orange and white type II traffic control barricade	$ 83.00
2.	1	28" H traffic cone with recessed reflective collar printed with "City of Redlands Sewer"	$ 13.79
3.	1	40" H X 40" W X 96" L orange / white polypropylene type II a-frame barricade kit	$ 247.00
4.	1	48" roll up sign, vinyl, W20-1, "Road Work Ahead" reflective, florescent orange, and sewn	$ 82.99
5.	1	Brace & bracket, fiberglass, .187in. for 48"roll up	$ 14.47
6.	1	Camlock, 6" Aluminum Cap	$ 8.75
7.	1	Carbide nozzle assembly, .042	$ 20.00
8.	1	Carbide nozzle assembly, 125	$ 20.00
9.	1	Clamp, 8" "Bandlock" style, International	$ 26.05
10.	1	Clamp, 8" Triangle Hook Quick Ring, Vactor Style	$ 20.00
11.	1	Counter Left Hand (Durant #5-D-7-1-L-CL)	$ 203.00
12.	1	Debri Grabber, 3 sliding locking sections with 20' rope adjustable to 15'	$ 135.00
13.	1	Debri Scooper, 6" heavy duty with quick connect coupling	$ 175.00

14.	1	Dual Degree Nozzle 1" stainless steel (Model SD 1103 Tier 3)	$545.00
15.	1	Dye Tablets Yellow/Green 200 pieces per bottle	$ 10.50
16.	1	Dye, Liquid (Pint) Green/Yellow	$ 24.00
17.	1	Dye, Liquid (Pint) Green/Yellow	$ 24.00
18.	1	Dye, Liquid (Pint) Standard Blue	$ 12.00
19.	1	Dye, Liquid Pint Red	$ 12.00
20.	1	ECCO, LED magnetic flood lamp rechargeable/ Pelican Lights	$ 180.00
21.	1	Fiber Glass Poles, 24' heavy duty foam core	$ 225.00
22.	1	Gorlitz, hose dolly/ lateral cart	$ 137.00
23.	1	Grabber, 4 Prong offset Fork W/ Quick Connect	$ 50.01
24.	1	Grease measuring sticks kit stainless steel	$ 63.50
25.	1	Grit Catcher, 8" W/ steel cover & pole hook up	$ 178.50
26.	1	Hanger (manhole) for sampler	$ 65.00
27.	1	Hose, Fill Contractor Style 2-1/2" X 25' 250PSI Female NST x Gap Vax End	$ 138.00
28.	1	Hose, Sewer 1" X 800' 3000PSI Piranha	$ 2248.00
29.	1	Jake-Hook, yellow (Rhino)	233.00
30.	1	Leader Hose, 1" x 20', Tough Flex, Uni Style	$ 136.00
31.	1	Manhole Puller (Hook) Easy Off Style	$ 209.00
32.	1	Nozzle Extension 1" X 14" Stainless Steel Pipe W/ Coupling	$ 109.00
33.	1	Nozzle Extension Sleeve, 1" X 4" Finned Style	$ 57.00
34.	1	Nozzle Extension, 1" X 4" Finned Style	$ 40.00
35.	1	Nozzle Extension, 1" X 6" Finn Style	$ 42.00
36.	1	Nozzle Extension, 1" X 6" Six Wire Skid-stainless steel	$ 129.00
37.	1	Nozzle Extension, 1" X 6" Six Wire Skid (SHORTY)- stainless steel	$ 52.00
38.	1	Nozzle Extension, 1" X 8" Six Wire Skid (SHORTY)	$ 52.00
39.	1	Nozzle, 1" High Efficiency Aluminum Nozzle, Tier 3	$ 425.00
40.	1	Nozzle, General Cleaning-stainless steel	138.00
41.	1	Pipe, 1" Stainless Steel	$ 78.00
42.	1	Pole assembely,retrieval,5' (With Dual Safety Pin) Cues Pole	$ 82.59
43.	1	Roller, Safety Manhole Cover w/ 5" Roller (aluminum)	$ 390.00
44.	1	Sign Stand, Mini DF3000W, dual spring, aluminum, Dicke	$ 116.41
45.	1	Sonde, 512HZ Battery Operated Sonde 20ft (Green)	$ 600.00
46.	1	Super Grenade Nozzle, 1" High Efficiency Aluminum Grenade	$ 430.00
47.	1	The Black Widow (Model SD 2016A Tier 3)	$ 447.00
48.	1	Tiger Tail, 3" with rope	$ 38.00
49.	1	Traffic control paddle "STOP/SLOW"	9.78
50.	1	Valve, Apollo 1"	$ 98.00
51.	1	WHEEL CHOCK CAST ALUMINUM, 8-1/2"H X 8-1/2"W X 15"L	$ 99.89
52	1	Wheel, Footage Counter Replacement Wheel Only	$ 109.00
53.	1	Wooden reel	$ nocharge

GRAND TOTAL (1 thru 53)	$ 8,982.23

CONTRACT TERM (Please Complete)

The City Redlands (Indicate may or may not) exercise its option to renew this agreement as stipulated under the General Conditions for the period of Three (Indicate one; two, or three) additional years.

For any item(s) that do not have price listed in the item list you are bidding on, vendor shall offer the best available government pricing, the City will pay up to 20% above manufacturers cost.

Please indicate the not-to exceed percent (%) mark-up you offer: 0 %

"A City That Works"

City Council Meeting **K. 6.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Construction Contract with Tryco General Engineering for the Alley Paving Improvements Project for an amount not-to-exceed $1,238,000, 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 that approval of the contract and construction of the Alley Paving Improvements 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 Alley Paving Improvements Project plans and specifications, and award a Construction Contract to Tryco General Engineering for an amount not-to-exceed $1,238,000.

RECOMMENDATION:

Staff recommends City Council determine that approval of this Construction Contract and construction of the Alley Paving Improvements Project is 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 Alley Paving Improvements Project plans and specifications, and award a Construction Contract to Tryco General Engineering for an amount not-to-exceed $1,238,000.

DISCUSSION:

The Alley Paving Improvements Project (Project) will resurface the fourteen (14) alleys within the City identified on the attached location map (Attachment D). The Project also removes and replaces driveways and sidewalks where necessary, protects existing utilities, trees, power poles, and public and private improvements, replaces damaged survey monuments, constructs drainage facilities, disposes of excess soil and rock material, and restores all areas and improvements to pre-construction conditions.

Staff prepared plans and specifications, and advertised the Project for construction in late-April 2022. On May 12, 2022, the City Clerk's office received and opened the following four (4) bids for the Project:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Amount**
1. Tryco General Engineering, Rimforest, CA	$1,238,000.00
2. Hillcrest Contracting, Corona, CA	$1,321,219.10
3. All American Asphalt, Corona, CA	*$1,395,995.00
4. Gentry General Engineering Inc., Rancho Cucamonga, CA	$2,020,232.65

*An arithmetic error was made in the bid proposal. The total bid amount was corrected and highlighted in the attached Bid Analysis to identify arithmetic errors, but did not affect ranking.

Bids were reviewed by staff to determine responsiveness to bid requirements, and Tryco General Engineering (Tryco) was determined to be the lowest responsive and responsible bidder. Therefore, staff recommends awarding a Construction Contract to Tryco for an amount not-to-exceed $1,238,000. 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 staff's recommendation. However, this would not improve pavement conditions of the alleys or utilize the available funding in this fiscal year.

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, Engineering Manager

PREPARED BY:
Elva Arellanes, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 21/22
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	101400

Discussion:

There is no fiscal impact associated with approval of this project. The FY 21/22 MUED Engineering Budget includes $800,000 for the alley improvement project, of which $738,000 will be utilized for this project.

Fiscal Year:	FY 2021-22
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	211910

Discussion:

There is no fiscal impact associated with approval of this project. The FY 21/22 MUED Pavement Management Project Budget includes $500,000 for the alley improvement project, all of which will be utilized for this project.

Attachments

A. Tryco General Engineering Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. Alley Project Plans

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 21st day of June, 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 Tryco General Engineering (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: Alley Paving Improvements Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Alley Paving Improvements Project, Project No. 211005 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of one million two hundred thirty-eight thousand dollars ($1,238,000) 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 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)

_____
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
Alley Paving Improvements Project
Project No. 211005

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 _____, 2022.

_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Tryco General Engineering (hereinafter designated as "Principal") have entered into an agreement dated June 21, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Alley Paving Improvements Project, Project No. 211005 and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of one million two hundred thirty eight thousand dollars ($1,238,000) 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 _____, 2022.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Tryco General Engineering (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated June 21, 2022, and identified as Alley Paving Improvements Project, Project No. 211005 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 one million two hundred thirty eight thousand dollars ($1,238,000) 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 _____, 2022.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address: _____
(Seal and Notarial Acknowledgement of Surety)	_____
	Telephone: ( )_____

ATTACHMENT "B"

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **12th day of May 2022 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **Alley Paving Improvements 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	Tryco General Engineering, Rimforest CA	Yes	Yes	N/A	$1,238,000.00
2	Hillcrest Contracting, Corona CA	Yes	Yes	N/A	$1,321,219.10
3	All American Asphalt, Corona CA	Yes	Yes	N/A	$1,395,995.00
4	Gentry General Engineering Inc., Rancho Cucamonga CA	Yes	Yes	N/A	$2,020,232.65

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Elva Arellanes; Goutam Dobey

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 211005
Alley Paving Improvements Project

BID DATE: 12-May-2022
EST. START DATE: 27-Jun-2022

Item No.	Bid Item	Quantity	Unit	Tryco General Engineering		Hillcrest Contracting, 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	$30,000.00	$30,000.00	$36,600.00	$36,600.00	$54,000.19	$54,000.19
2	SWPPP	1	LS	$5,796.50	$5,796.50	$13,700.00	$13,700.00	$6,000.00	$6,000.00
3	Survey (Construction Staking)	1	LS	$20,000.00	$20,000.00	$53,000.00	$53,000.00	$53,000.00	$53,000.00
4	Removal of all trash and debris, shrubs, bushes, tree stumps, pavement and pavement grindings from right of way	1	LS	$25,000.00	$25,000.00	$91,000.00	$91,000.00	$287,000.00	$287,000.00
5	Construct 2.5" AC over 4" Aggregate Base, Compact Top 6" to 95% compaction	29,059	SF	$5.50	$159,824.50	$5.30	$154,012.70	$4.24	$123,210.16
6	Construct 2' Wide V-Gutter	7,076	LF	$36.00	$254,736.00	$38.00	$268,888.00	$38.00	$268,888.00
7	Construct V-Gutter Transition	21	EA	$900.00	$18,900.00	$168.00	$3,528.00	$1,200.00	$25,200.00
8	Construct AC Driveway, 2.5" AC over 4" Aggregate Base Compacted Top 6" to 95% Compaction	1,430	SF	$8.00	$11,440.00	$11.00	$15,730.00	$4.50	$6,435.00
9	Adjust Manhole to Grade	6	EA	$1,480.00	$8,880.00	$890.00	$5,340.00	$950.00	$5,700.00
10	Grind Asphalt to 0.1' Minimum and Overlay Variable Thickness Pavement per Plan	67,179	SF	$4.00	$268,716.00	$2.60	$174,665.40	$2.35	$157,870.65
11	Construct 4" Thick PCC Pad	932	SF	$18.00	$16,776.00	$18.30	$17,055.60	$13.00	$12,116.00
12	Remove Concrete and Asphalt	12,325	SF	$6.00	$73,950.00	$2.70	$33,277.50	$4.50	$55,462.50
13	Construct Driveway, 6" Thick PCC (560-C-3250), Compact Top 6" to 95% Compaction	5,741	SF	$13.00	$74,633.00	$19.70	$113,097.70	$16.50	$94,726.50
14	Gravel Back Fill for Vehicle Access	260	SF	$10.00	$2,600.00	$17.00	$4,420.00	$23.00	$5,980.00
15	Construct 8" PCC curb SPPWC Standard Plan No. 120-2	1,118	LF	$68.00	$76,024.00	$48.00	$53,664.00	$32.00	$35,776.00
16	New 6" Storm Drain Lateral to Connect to Existing Storm Drain. Minimum Slope 0.5%. Contractor to Verify Invert Elevation.	101	LF	$240.00	$24,240.00	$243.00	$24,543.00	$195.00	$19,695.00
17	Construct New Catch Basin per SPPWC Standard No. 120-2	4	EA	$3,800.00	$15,200.00	$14,300.00	$57,200.00	$7,000.00	$28,000.00
18	Construct New Trench Drain	16	LF	$100.00	$1,600.00	$920.00	$14,720.00	$350.00	$5,600.00
19	Remove and Replace 6" Thick PCC Sidewalk (560-C-3250), Compact Top 6" to 95% Compaction	934	SF	$18.00	$16,812.00	$27.00	$25,218.00	$15.00	$14,010.00
20	Localized Yielding Subgrade Repair Before Paving	3,359	SF	$8.00	$26,872.00	$8.80	$29,559.20	$8.00	$26,872.00
21	Demobilization	1	LS	$6,000.00	$6,000.00	$32,000.00	$32,000.00	$10,500.00	$10,500.00
22	Unforeseen work not covered within all other bid items	1	LS	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Bid Price				**$1,238,000.00**		**$1,321,219.10**		**$1,396,042.00**

***Arithmetic Error**

License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	Western National Mutual Insurance Company	Fidelity and Deposit Company of Maryland	Fidelity and Deposit Company of Maryland
Submitted Entire Bid Package	Yes	No	No
Submitted Sub's Qualification Statement	Yes	No	No
DIR Status	Active	Active	Active
Error in Bid	No	No	Yes

Low Bidders #1, #2 and #3

ATTACHMENT "C"

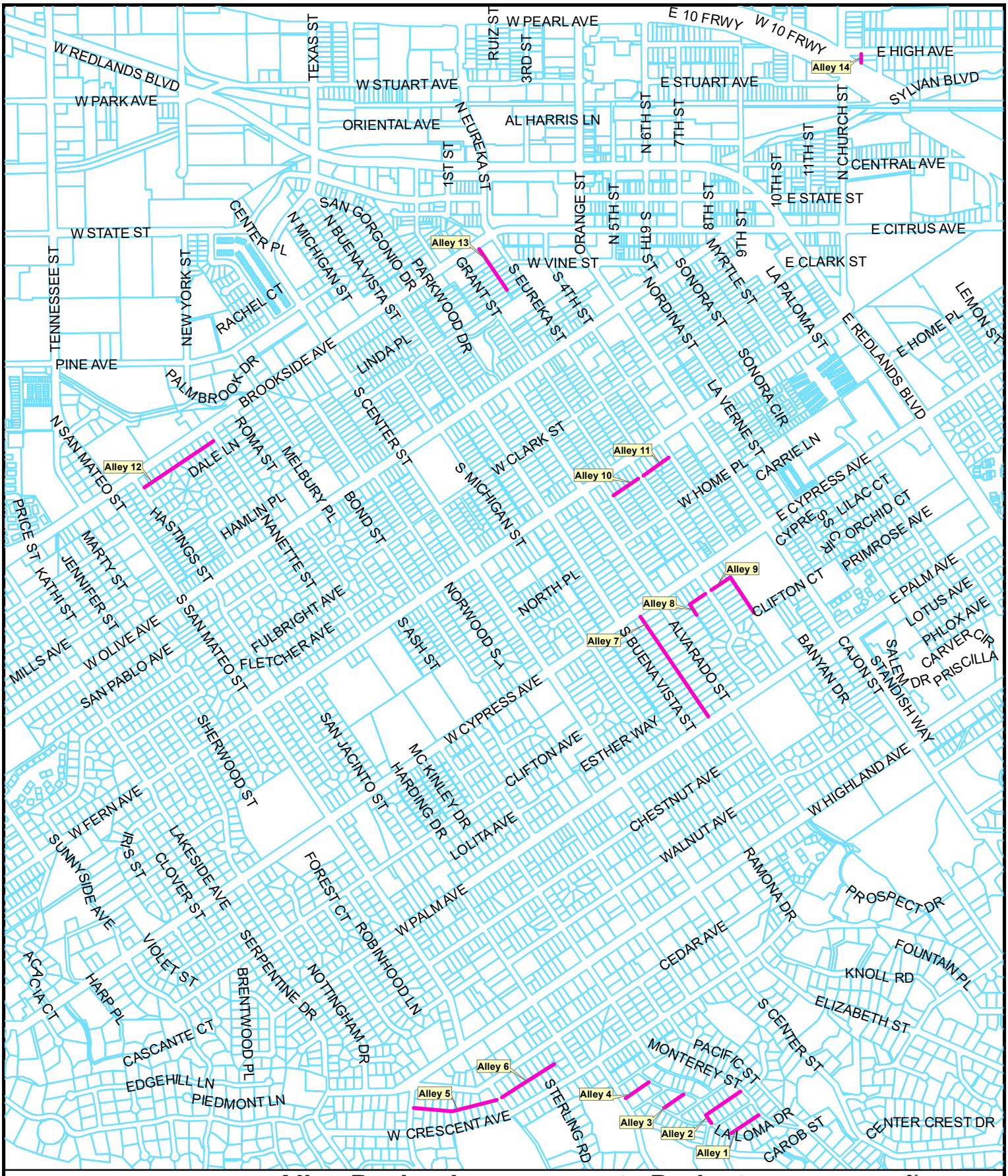
CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 211005
Alley Paving Improvements Project

BID DATE: 12-May-2022
EST. START DATE: 27-Jun-2022

Item No.	Bid Item	Quantity	Unit	Gentry General Engineering Inc.					
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$37,600.00	$37,600.00				
2	SWPPP	1	LS	$15,200.00	$15,200.00				
3	Survey (Construction Staking)	1	LS	$50,000.00	$50,000.00				
4	Removal of all trash and debris, shrubs, bushes, tree stumps, pavement and pavement grindings from right of way	1	LS	$245,800.00	$245,800.00				
5	Construct 2.5" AC over 4" Aggregate Base, Compact Top 6" to 95% compaction	29,059	SF	$8.75	$254,266.25				
6	Construct 2' Wide V-Gutter	7,076	LF	$49.00	$346,724.00				
7	Construct V-Gutter Transition	21	EA	$953.00	$20,013.00				
8	Construct AC Driveway, 2.5" AC over 4" Aggregate Base Compacted Top 6" to 95% Compaction	1,430	SF	$12.50	$17,875.00				
9	Adjust Manhole to Grade	6	EA	$2,400.00	$14,400.00				
10	Grind Asphalt to 0.1' Minimum and Overlay Variable Thickness Pavement per Plan	67,179	SF	$4.30	$288,869.70				
11	Construct 4" Thick PCC Pad	932	SF	$14.50	$13,514.00				
12	Remove Concrete and Asphalt	12,325	SF	$14.50	$178,712.50				
13	Construct Driveway, 6" Thick PCC (560-C-3250), Compact Top 6" to 95% Compaction	5,741	SF	$27.00	$155,007.00				
14	Gravel Back Fill for Vehicle Access	260	SF	$13.70	$3,562.00				
15	Construct 8" PCC curb SPPWC Standard Plan No. 120-2	1,118	LF	$105.00	$117,390.00				
16	New 6" Storm Drain Lateral to Connect to Existing Storm Drain. Minimum Slope 0.5%. Contractor to Verify Invert Elevation.	101	LF	$374.00	$37,774.00				
17	Construct New Catch Basin per SPPWC Standard No. 120-2	4	EA	$12,300.00	$49,200.00				
18	Construct New Trench Drain	16	LF	$900.00	$14,400.00				
19	Remove and Replace 6" Thick PCC Sidewalk (560-C-3250), Compact Top 6" to 95% Compaction	934	SF	$22.00	$20,548.00				
20	Localized Yielding Subgrade Repair Before Paving	3,359	SF	$10.80	$36,277.20				
21	Demobilization	1	LS	$3,100.00	$3,100.00				
22	Unforeseen work <u>not</u> covered within all other bid items	1	LS	$100,000.00	$100,000.00				
	Last Minute Additions/Deductions				$0.00				
			Total Bid Price		**$2,020,232.65**		**$0.00**		**$0.00**

Low Bidder #4
Sheet 2 of 2



Alley Paving Improvements Project Location Map

City of REDLANDS "A City That Works"

Project Location

N W E S

0 360 720 1,080 1,440 Feet

CONSTRUCTION PLANS FOR
CITY OF REDLANDS
ALLEY PAVING IMPROVEMENTS
PROJECT No. 211005

APRIL 2022

VICINITY MAP

NTS

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET AND VICINITY MAP
2	GENERAL NOTES, CONSTRUCTION NOTES, AND DETAILS
3	ALLEY ONE - LA LOMA DR TO MONTEREY ST
4	ALLEY TWO - LA LOMA DR TO MONTEREY ST
5	ALLEY THREE - LA LOMA DR TO LA ARRIBA DR
6	ALLEY FOUR - ALESSANDRO RD TO LA ARRIBA DR
7	ALLEY FIVE - CROWN ST TO STA 14+00
8	ALLEY FIVE - 14+00 TO SAN MATEO
9	ALLEY SIX - SAN MATEO ST TO END
10	ALLEY SEVEN - W CYPRESS AVE TO STA 16+65
11	ALLEY SEVEN - STA 16+65 TO W PALM AVE
12	ALLEY EIGHT - END TO EUREKA ST
13	ALLEY NINE - EUREKA ST TO END
14	ALLEY TEN - GRANT ST TO EUREKA ST
15	ALLEY ELEVEN - EUREKA ST TO S 4TH ST
16	ALLEY TWELVE - HASTINGS ST TO STA 13+50
17	ALLEY TWELVE - STA 13+50 TO BROOKDALE
18	ALLEY THIRTEEN - BROOKSIDE AVE TO END
19	ALLEY FOURTEEN - E HIGH AVE TO END

CITY COUNCIL:

PAUL T. BARICH, MAYOR
EDDIE TEJEDA, MAYOR PRO TEMPORE
DENISE DAVIS, COUNCIL MEMBER
JENNA GUZMAN-LOWERY, COUNCIL MEMBER
MICK GALLAGHER, COUNCIL MEMBER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

CITY STAFF:

CHARLES M. DUGGAN, JR., CITY MANAGER

BENCHMARK

BENCH MARK: CITY OF REDLANDS BENCHMARK R-49, BRASS DISK IN TOP OF CURB AT THE NORTHEAST CORNER OF ORANGE STREET AND COLTON AVENUE, EAST END OF RETURN.
ELEVATION = 1370.86 (NGVD29)

BENCH MARK: CITY OF REDLANDS BENCHMARK R-33, BRASS DISK IN TOP OF CURB AT THE SOUTHWEST CORNER OF ORANGE STREET AND LUGONIA AVENUE, WEST END OF RETURN.
ELEVATION = 1365.26 (NGVD29)

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ALLEY PAVING IMPROVEMENTS
ALLEYS 1-14
PROJECT NO. 211005

TITLE SHEET

Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

Reviewed By: Donald P. Young
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: Gautam K. Dobey
Gautam K. Dobey, Engineering Manager, R.C.E. 75646 Date

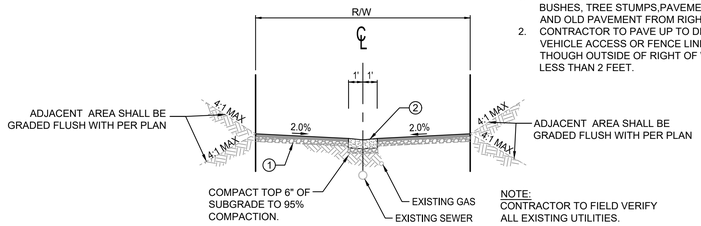
Sheet 01 of 17 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

F-2368 ST

K:\Capital Projects\211400 PARIS RESURFACING\2021 Alley Paving Improvements Project\6 DESIGN\CAD\21-22 Alley Improvements Plan.dwg | Plotted: 4/22/2022

GENERAL NOTES:

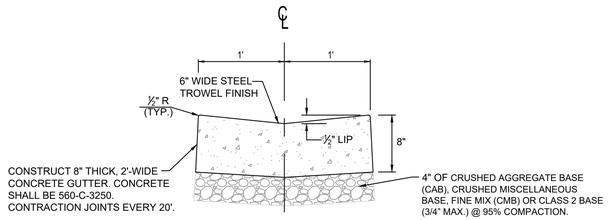
1. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER'S REPRESENTATIVE TO SCHEDULE CITY PERSONNEL FOR A FINAL INSPECTION AND APPROVAL OF TRAFFIC CONTROL DEVICES PRIOR TO PROJECT ACCEPTANCE.
2. ALL CONSTRUCTION SIGNS SHALL BE BLACK ON ORANGE BACKGROUND WITH HIGH INTENSITY (FHWA TYPE III) REFLECTIVE SHEETING.
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.



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.

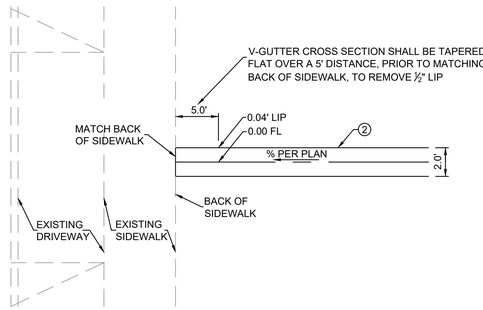
NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

ALLEY TYPICAL SECTION



3 V-GUTTER DETAIL

N.T.S



4 V-GUTTER TRANSITION DETAIL

1" = 5'

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.	29,059 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	7,076 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	21 EA
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.	1,430 SF
6	ADJUST MANHOLE TO GRADE.	6 EA
7	GRIND ASPHALT TO 0.1' MINIMUM. & OVERLAY VARIABLE THICKNESS PAVEMENT PER PLAN.	67,179 SF
8	CONSTRUCT 4" THICK PCC PAD	932 SF
9	REMOVE CONCRETE AND ASPHALT PAVEMENT	12,325 SF
10	CONSTRUCT DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	5,741 SF
11	INSTALL GRAVEL BACK FILL FOR VEHICLE ACCESS	260 SF
12	CONSTRUCT 8" CURB PER SPPWC STANDARD PLAN NO. 120-2 TYPE D1-8	1,118 SF
13	CONSTRUCT NEW CATCH BASIN PER SPPWC STD. NO. 304-3	4 EA
14	NEW 6" STORM DRAIN LATERAL CONNECTION TO EXISTING STORM DRAIN. MINIMUM SLOPE 0.5% CONTRACTOR TO VERIFY INVERT ELEVATION.	101 LF
15	CONSTRUCT NEW TRENCH DRAIN	16 LF
16	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	934 SF

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY

BENCHMARK

BENCH MARK: CITY OF REDLANDS BENCHMARK R-49, BRASS DISK IN TOP OF CURB AT THE NORTHEAST CORNER OF ORANGE STREET AND COLTON AVENUE, EAST END OF RETURN.
ELEVATION = 1370.86 (NGVD29)

BENCH MARK: CITY OF REDLANDS BENCHMARK R-33, BRASS DISK IN TOP OF CURB AT THE SOUTHWEST CORNER OF ORANGE STREET AND LUGONIA AVENUE, WEST END OF RETURN.
ELEVATION = 1365.26 (NGVD29)

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER — EDGARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ALLEY PAVING IMPROVEMENTS
PROJECT NO. 211005

GENERAL NOTES, CONSTRUCTION NOTES, AND DETAILS

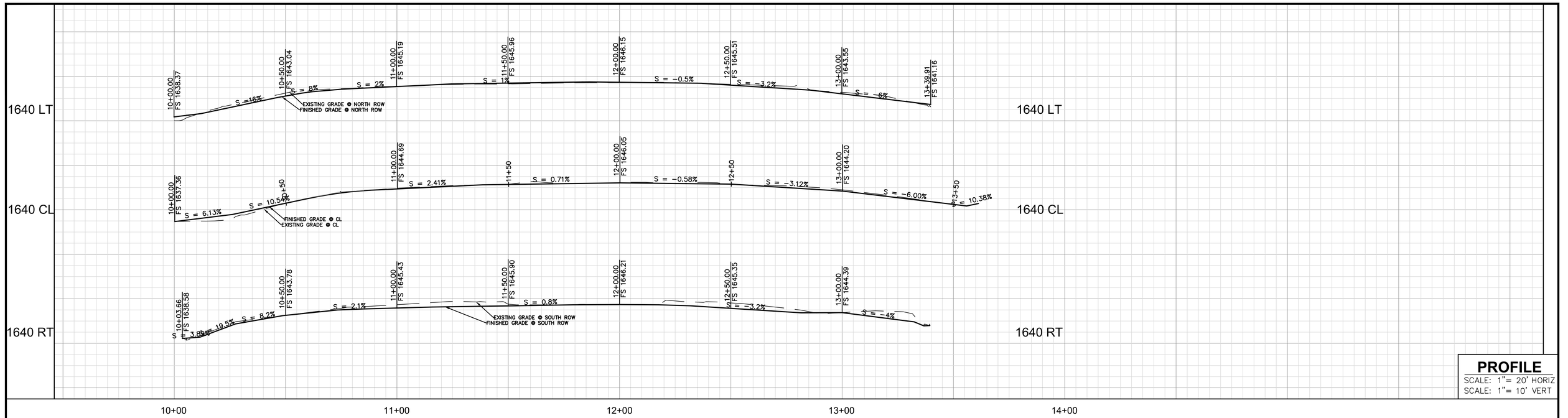
Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

Reviewed By: Donald P. Young
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: Goutam K. Dobey
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

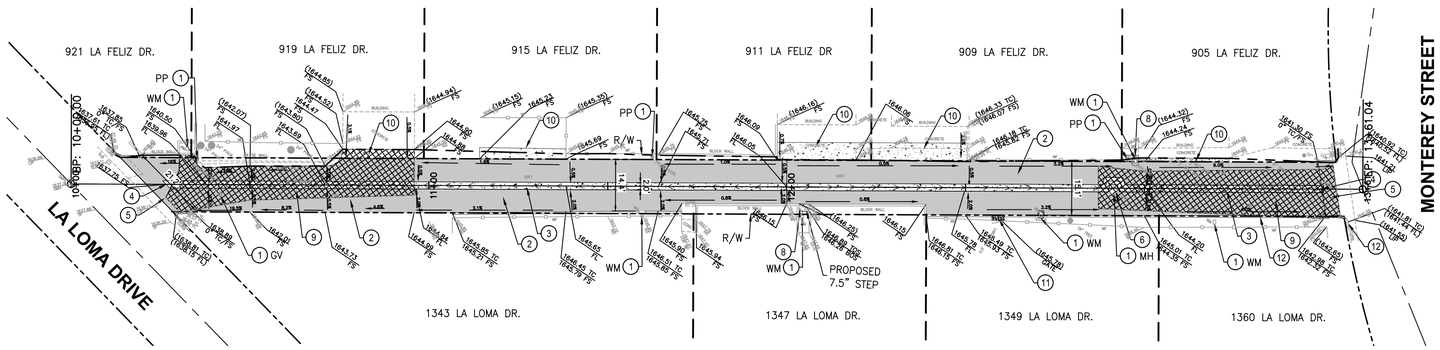
Sheet 02 of 17 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

F-2368 ST

K:\Capital Projects\211400 PWRS RESURFACING\2021 Alley Paving Improvements Project\6 DESIGN\04\21-22 Alley Improvements Plan.dwg | Plotted: 4/22/2022



PROFILE
SCALE: 1"= 20' HORIZ
SCALE: 1"= 10' VERT



CONSTRUCTION NOTES:	
NO.	DESCRIPTION
1	PROTECT ITEM IN PLACE
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.
6	ADJUST MANHOLE TO GRADE.
8	CONSTRUCT 4" THICK PCC PAD
9	REMOVE CONCRETE AND ASPHALT PAVEMENT
10	CONSTRUCT DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.
11	INSTALL GRAVEL BACK FILL FOR VEHICLE ACCESS
12	CONSTRUCT 8" CURB PER SPPWC STANDARD PLAN NO. 120-2 D1-8

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- GRIND AND/OR OVERLAY VARIABLE THICKNESS PAVEMENT FOR SMOOTH TRANSITION TO EXISTING PAVEMENT.
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

BASIS OF BEARINGS:

AN ASSUMED BEARING OF N89°55'46"W ON COLTON AVENUE WAS USED AS THE BASIS OF BEARINGS.

BENCHMARK

BENCH MARK: CITY OF REDLANDS BENCHMARK R-49, BRASS DISK IN TOP OF CURB AT THE NORTHEAST CORNER OF ORANGE STREET AND COLTON AVENUE, EAST END OF RETURN.
ELEVATION = 1370.86 (NGVD29)

BENCH MARK: CITY OF REDLANDS BENCHMARK R-33, BRASS DISK IN TOP OF CURB AT THE SOUTHWEST CORNER OF ORANGE STREET AND LUGONIA AVENUE, WEST END OF RETURN.
ELEVATION = 1365.26 (NGVD29)

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

N

GRAPHIC SCALE
0 20' 40'
SCALE: 1" = 20'

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ALLEY PAVING IMPROVEMENTS
PROJECT No. 211005

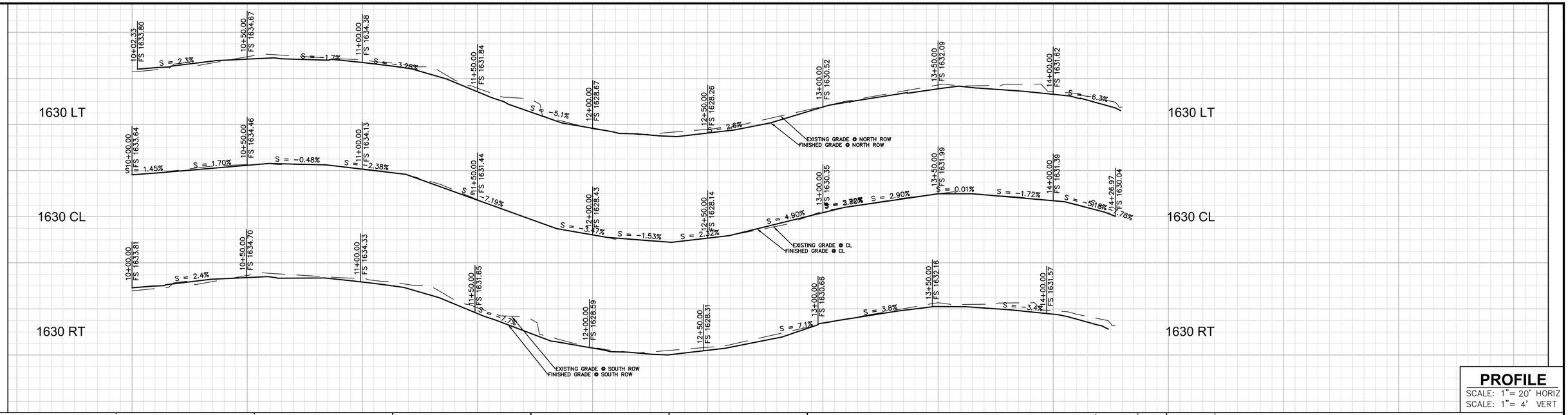
ALLEY 1
LA LOMA DR TO MONTEREY ST

Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

Reviewed By:
04/18/2022
Don Young, One Stop Permit Center Manager, R.C.E. 49918 Date
Approved By:
04/18/2022
Goutam Dobey, Engineering Manager, R.C.E. 75646 Date

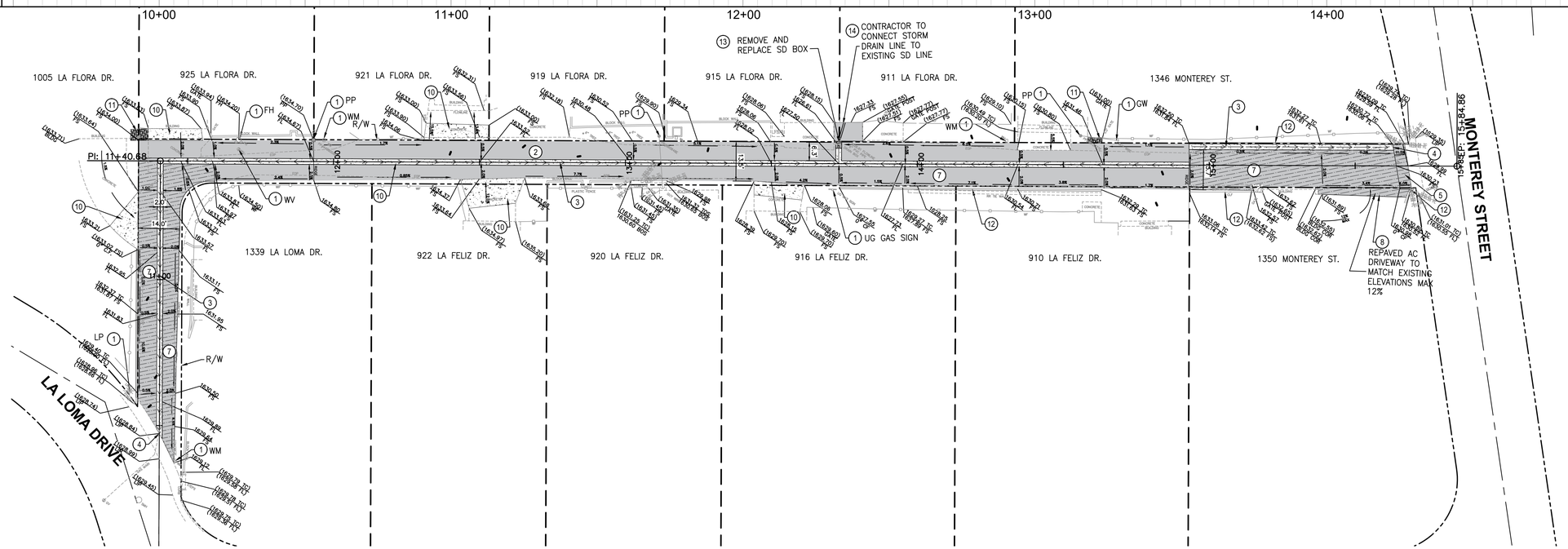
Sheet 03 of 19 Sheets
Scale: Horiz. 1"= 20'
Vert. 1"= 4'

K:\Capital Projects\211400 PARS RESURFACING\2021 Alley Paving Improvements Project\6 DESIGN\CAD\21-22 Alley Improvements Plan.dwg



PROFILE

SCALE: 1"= 20' HORIZ
SCALE: 1"= 4' VERT



CONSTRUCTION NOTES:

NO.	DESCRIPTION
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4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.
6	ADJUST MANHOLE TO GRADE.
7	GRIND ASPHALT TO 0.1' MINIMUM. & OVERLAY VARIABLE THICKNESS PAVEMENT PER PLAN.
8	CONSTRUCT 4" THICK PCC PAD
9	REMOVE CONCRETE AND ASPHALT PAVEMENT
10	CONSTRUCT DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.
11	INSTALL GRAVEL BACK FILL FOR VEHICLE ACCESS
12	CONSTRUCT 8" CURB PER SPPWC STANDARD PLAN NO. 120-2 D1-8
13	NEW 6" STORM DRAIN LATERAL CONNECTION TO EXISTING STORM DRAIN. MINIMUM SLOPE 0.5%. CONTRACTOR TO VERIFY INVERT ELEVATION.

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- GRIND AND/OR OVERLAY VARIABLE THICKNESS PAVEMENT FOR SMOOTH TRANSITION TO EXISTING PAVEMENT.
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

BASIS OF BEARINGS:

AN ASSUMED BEARING OF N89°55'46"W ON COLTON AVENUE WAS USED AS THE BASIS OF BEARINGS.

GRAPHIC SCALE
0 20' 40'
SCALE: 1" = 20'

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY

BENCHMARK

BENCH MARK: CITY OF REDLANDS BENCHMARK R-49, BRASS DISK IN TOP OF CURB AT THE NORTHEAST CORNER OF ORANGE STREET AND COLTON AVENUE, EAST END OF RETURN.
ELEVATION = 1370.86 (NGVD29)

BENCH MARK: CITY OF REDLANDS BENCHMARK R-33, BRASS DISK IN TOP OF CURB AT THE SOUTHWEST CORNER OF ORANGE STREET AND LUGONIA AVENUE, WEST END OF RETURN.
ELEVATION = 1365.26 (NGVD29)

Letter	Description	Date	Initial	Initial	Initial
Revisions					

REGISTERED PROFESSIONAL ENGINEER — BERNARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ALLEY PAVING IMPROVEMENTS
PROJECT No. 211005
ALLEY 2
LA LOMA DR TO MONTEREY ST

Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

Reviewed By:
Donald P. Young 04/18/2022
Don Young, One Stop Permit Center Manager, R.C.E. 49918 Date
Approved By:
Gautam Dobey 04/18/2022
Gautam Dobey, Engineering Manager, R.C.E. 75646 Date

Sheet 04 of 19 Sheets
Scale: Horiz. 1"= 20'
Vert. 1"= 4'

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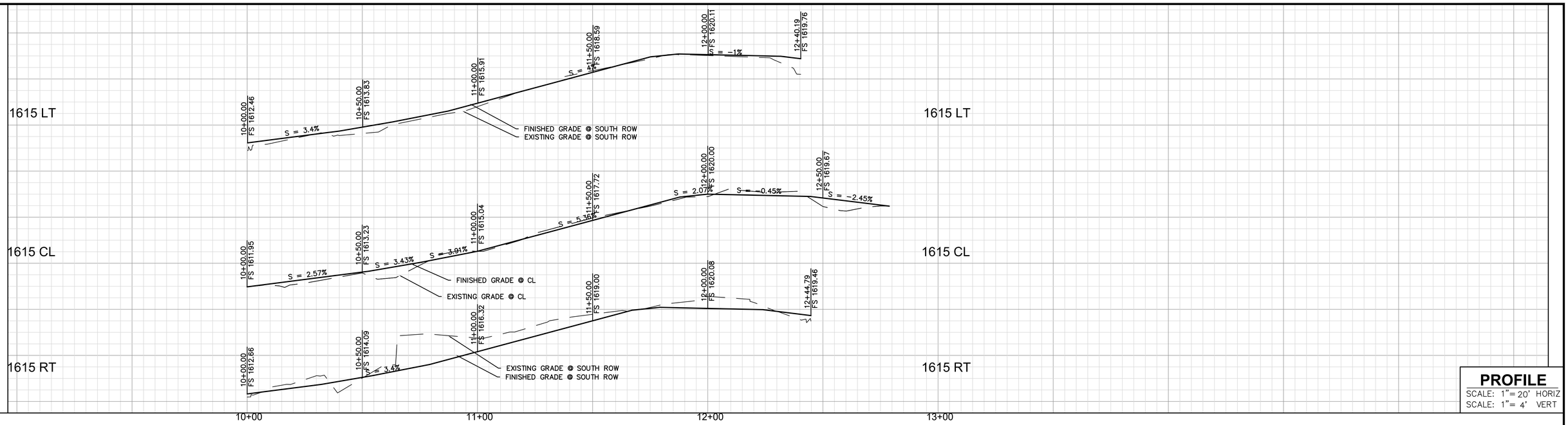
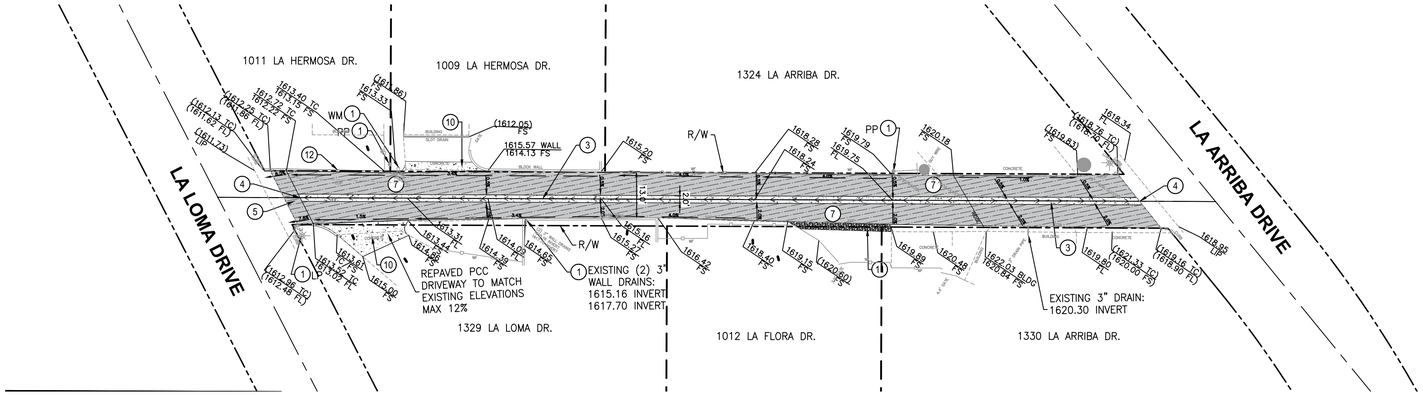


PROFILE

SCALE: 1"= 20' HORIZ
SCALE: 1"= 4' VERT



CONSTRUCTION NOTES:

NO.	DESCRIPTION
1	PROTECT ITEM IN PLACE
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.
7	GRIND ASPHALT TO 0.1' MINIMUM. & OVERLAY VARIABLE THICKNESS PAVEMENT PER PLAN.
10	CONSTRUCT DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.
11	INSTALL GRAVEL BACK FILL FOR VEHICLE ACCESS
12	CONSTRUCT 6" CURB PER CITY OF REDLANDS STD.NO

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- GRIND AND/OR OVERLAY VARIABLE THICKNESS PAVEMENT FOR SMOOTH TRANSITION TO EXISTING PAVEMENT.
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

N

GRAPHIC SCALE
0 20' 40'
SCALE: 1" = 20'

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY

BASIS OF BEARINGS:

AN ASSUMED BEARING OF N89°55'46"W ON COLTON AVENUE WAS USED AS THE BASIS OF BEARINGS.

BENCHMARK

BENCH MARK: CITY OF REDLANDS BENCHMARK R-49, BRASS DISK IN TOP OF CURB AT THE NORTHEAST CORNER OF ORANGE STREET AND COLTON AVENUE, EAST END OF RETURN.
ELEVATION = 1370.86 (NGVD29)

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ELEVATION = 1365.26 (NGVD29)

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA REPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ALLEY PAVING IMPROVEMENTS
PROJECT No. 211005
ALLEY 3
LA LOMA DR TO LA ARRIBA DR

Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

Reviewed By:
Donald P. Young 04/18/2022
Don Young, One Stop Permit Center Manager, R.C.E. 49918 Date
Approved By:
Goutam Dobey 04/18/2022
Goutam Dobey, Engineering Manager, R.C.E. 75646 Date

Sheet 05 of 19 Sheets
Scale: Horiz. 1"= 20'
Vert. 1"= 4'

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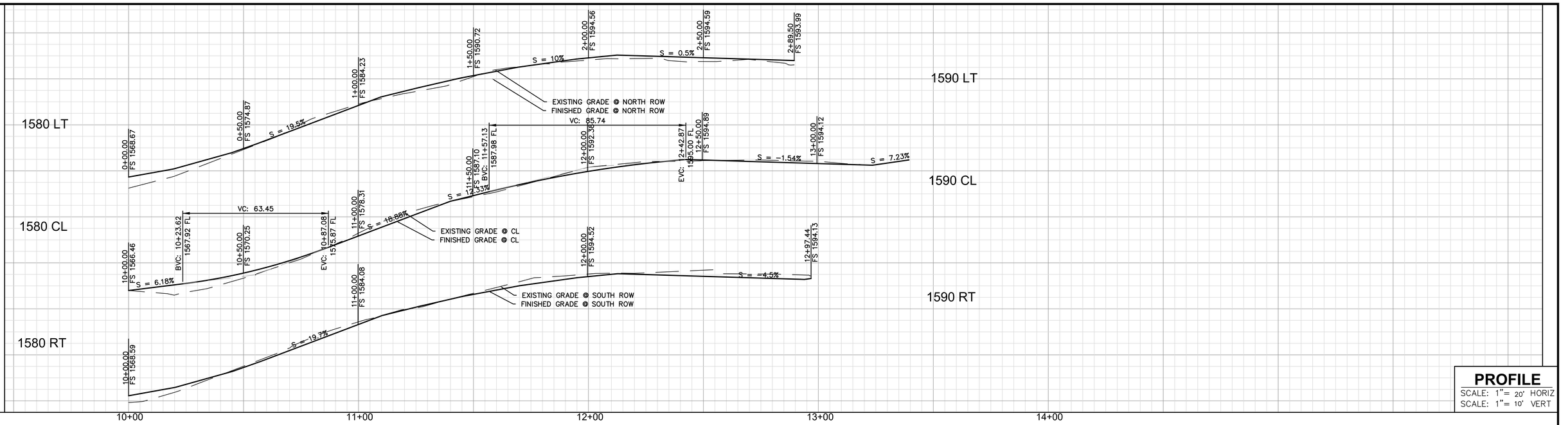
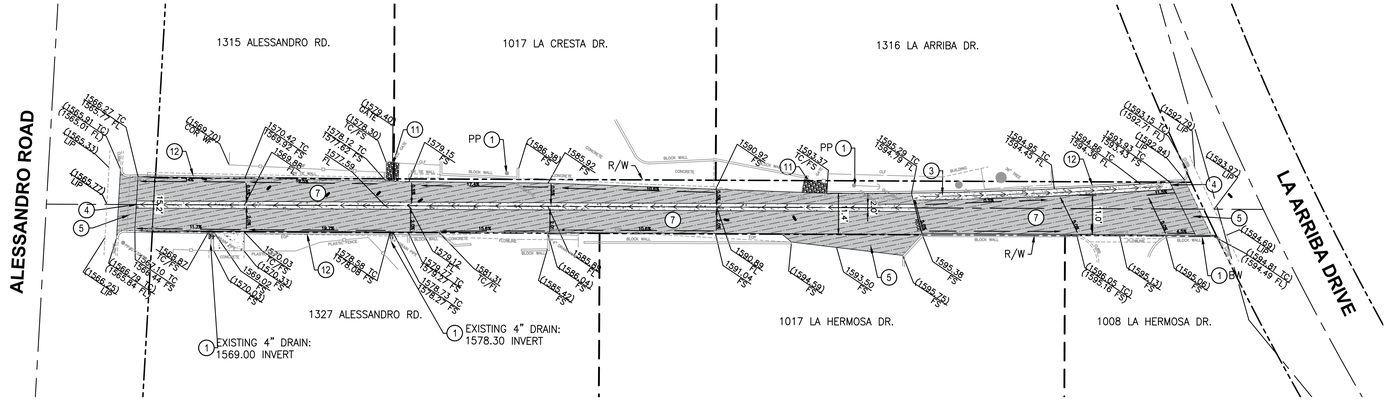


PROFILE
SCALE: 1"= 20' HORIZ
SCALE: 1"= 10' VERT



CONSTRUCTION NOTES:

NO.	DESCRIPTION
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6	ADJUST MANHOLE TO GRADE.
7	GRIND ASPHALT TO 0.1' MINIMUM. & OVERLAY VARIABLE THICKNESS PAVEMENT PER PLAN.
10	CONSTRUCT DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.
11	INSTALL GRAVEL BACK FILL FOR VEHICLE ACCESS
12	CONSTRUCT 8" CURB PER SPPWC STANDARD PLAN NO. 120-2 TYPE D1-8

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- GRIND AND/OR OVERLAY VARIABLE THICKNESS PAVEMENT FOR SMOOTH TRANSITION TO EXISTING PAVEMENT.
- V-GUTTER
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BENCHMARK

BENCH MARK: CITY OF REDLANDS BENCHMARK R-49, BRASS DISK IN TOP OF CURB AT THE NORTHEAST CORNER OF ORANGE STREET AND COLTON AVENUE, EAST END OF RETURN.
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ELEVATION = 1365.26 (NGVD29)

GRAPHIC SCALE
0 20' 40'
SCALE: 1" = 20'

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ALLEY PAVING IMPROVEMENTS
PROJECT No. 211005
ALLEY 4
ALESSANDRO RD TO LA ARRIBA DR

Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

Reviewed By:
Don Young, One Stop Permit Center Manager, R.C.E. 49918 Date 04/18/2022
Approved By:
Goutam Dobey, Engineering Manager, R.C.E. 75646 Date 04/18/2022

Sheet 06 of 19 Sheets
Scale: Horiz. 1" = 20'
Vert. 1" = 10'

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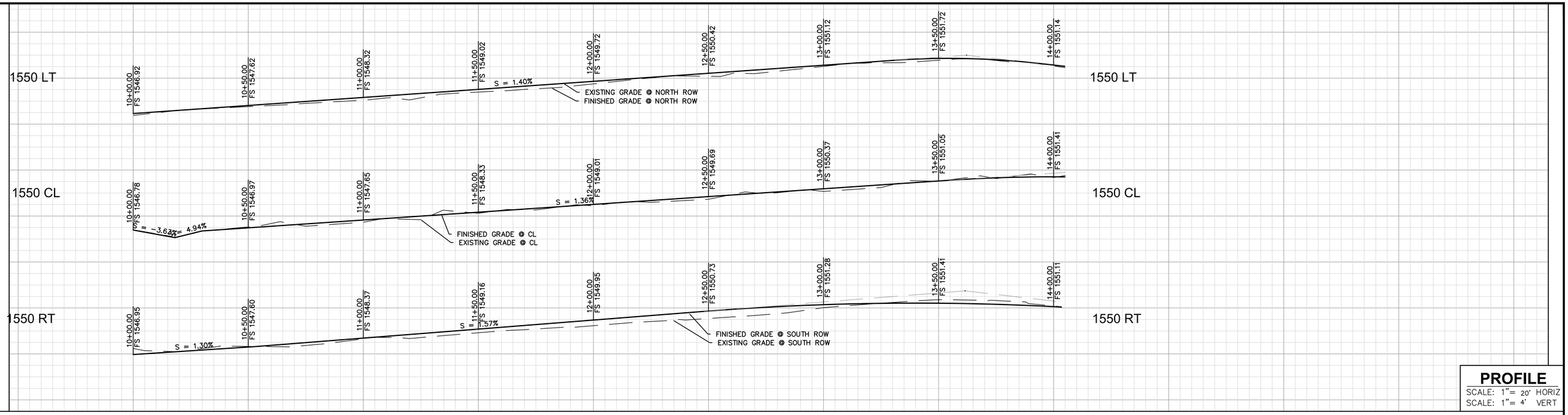
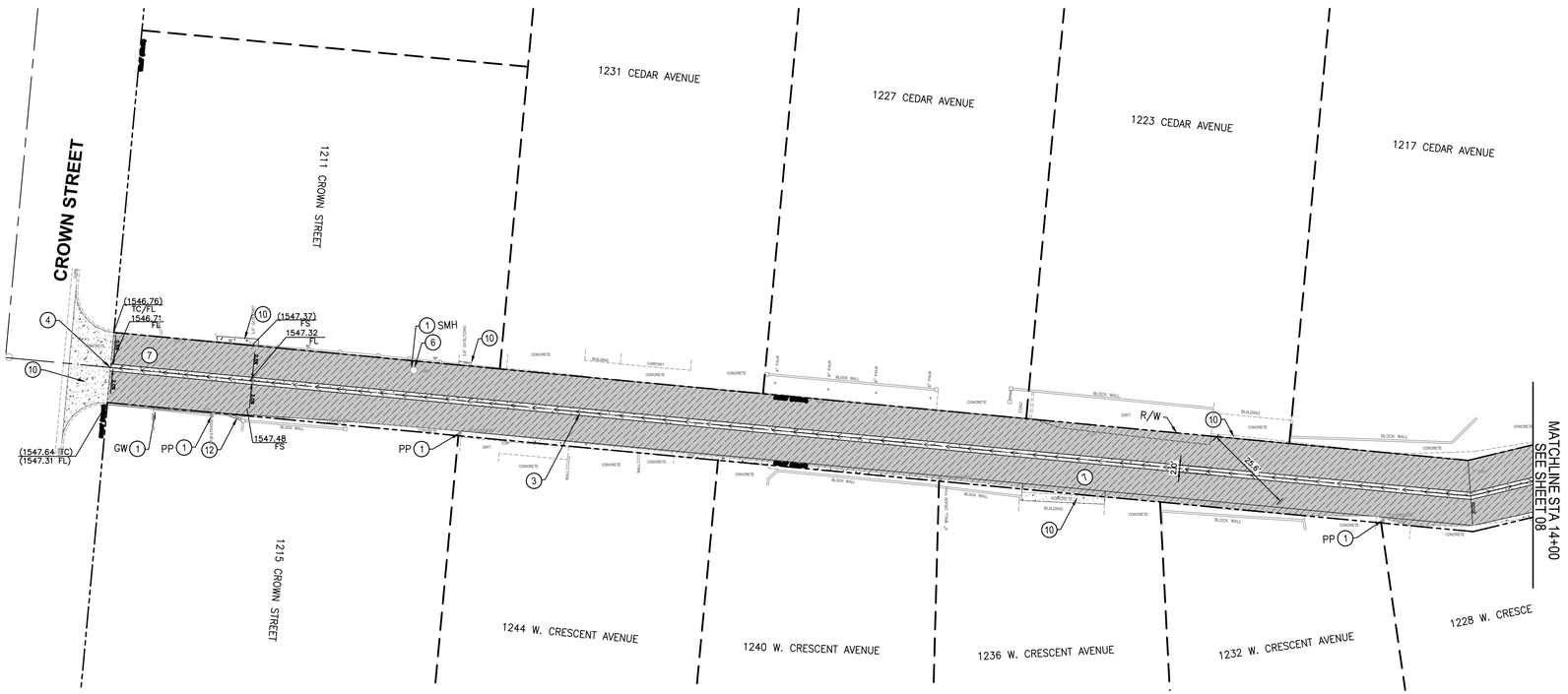


PROFILE
SCALE: 1"= 20' HORIZ
SCALE: 1"= 4' VERT



CONSTRUCTION NOTES:	
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12	CONSTRUCT 8" CURB PER SPPWC STANDARD PLAN NO. 120-2 D1-8

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- GRIND AND/OR OVERLAY VARIABLE THICKNESS PAVEMENT FOR SMOOTH TRANSITION TO EXISTING PAVEMENT.
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

N

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

BASIS OF BEARINGS:

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BENCHMARK

BENCH MARK: CITY OF REDLANDS BENCHMARK R-49, BRASS DISK IN TOP OF CURB AT THE NORTHEAST CORNER OF ORANGE STREET AND COLTON AVENUE, EAST END OF RETURN.
ELEVATION = 1370.86 (NGVD29)

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Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER
EDGARDO JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ALLEY PAVING IMPROVEMENTS
PROJECT No. 211005
ALLEY 5
CROWN ST TO STA 14+00

Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

Reviewed By:
Don Young, One Stop Permit Center Manager, R.C.E. 49918 Date 04/18/2022
Approved By:
Goutam Dobey, Engineering Manager, R.C.E. 75646 Date 04/18/2022

Sheet 07 of 19 Sheets
Scale: Horiz. 1"= 20'
Vert. 1"= 4'

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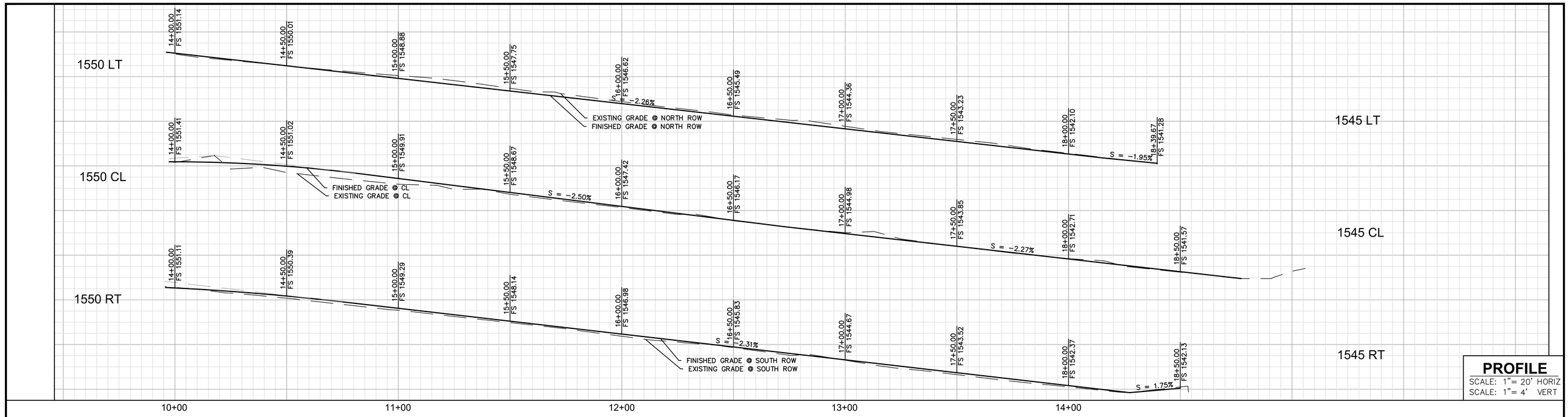
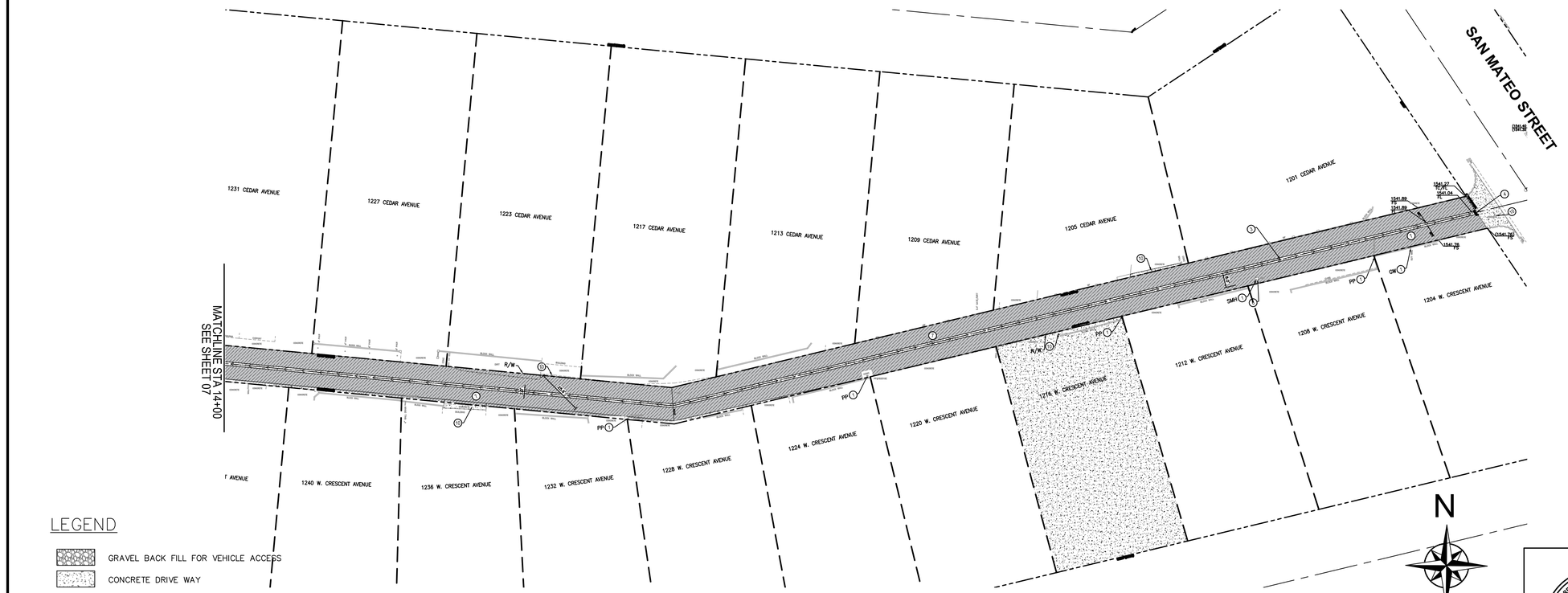


PROFILE

SCALE: 1"= 20' HORIZ
SCALE: 1"= 4' VERT



CONSTRUCTION NOTES:

NO.	DESCRIPTION
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LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- GRIND AND/OR OVERLAY VARIABLE THICKNESS PAVEMENT FOR SMOOTH TRANSITION TO EXISTING PAVEMENT.
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

N

GRAPHIC SCALE
0 20' 40'
SCALE: 1" = 20'

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY

BASIS OF BEARINGS:

AN ASSUMED BEARING OF N89°55'46"W ON COLTON AVENUE WAS USED AS THE BASIS OF BEARINGS.

BENCHMARK

BENCH MARK: CITY OF REDLANDS BENCHMARK R-49, BRASS DISK IN TOP OF CURB AT THE NORTHEAST CORNER OF ORANGE STREET AND COLTON AVENUE, EAST END OF RETURN.
ELEVATION = 1370.86 (NGVD29)

BENCH MARK: CITY OF REDLANDS BENCHMARK R-33, BRASS DISK IN TOP OF CURB AT THE SOUTHWEST CORNER OF ORANGE STREET AND LUGONIA AVENUE, WEST END OF RETURN.
ELEVATION = 1365.26 (NGVD29)

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
SERGIO JOHN RIVERA NEDOROSTOVA
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS

Municipal Utilities and Engineering Department

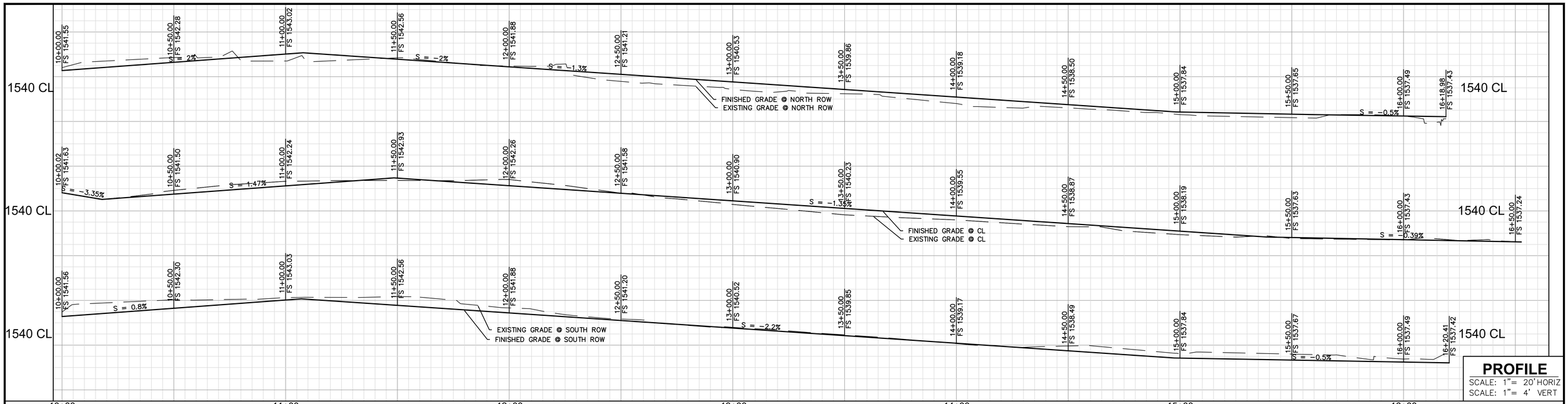
ALLEY PAVING IMPROVEMENTS
PROJECT No. 211005
ALLEY 5
14+00 TO SAN MATEO ST

Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

Reviewed By:
04/18/2022
Don Young, One Stop Permit Center Manager, R.C.E. 49918 Date
Approved By:
04/18/2022
Goutam Dobey, Engineering Manager, R.C.E. 75646 Date

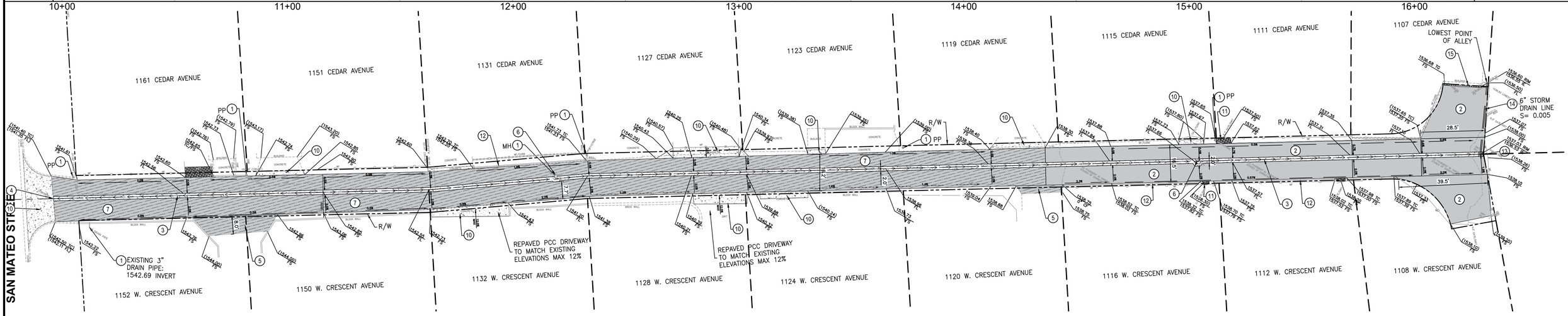
Sheet 08 of 19 Sheets
Scale: Horiz. 1"= 20'
Vert. 1"= 4'

K:\Capital Projects\211400 PARS RESURFACING\2021 Alley Paving Improvements Project\E DESIGN\CAD\21-22 Alley Improvements Plan.dwg



PROFILE

SCALE: 1"= 20' HORIZ
SCALE: 1"= 4' VERT



LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- GRIND AND/OR OVERLAY VARIABLE THICKNESS PAVEMENT FOR SMOOTH TRANSITION TO EXISTING PAVEMENT.
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

CONSTRUCTION NOTES:

NO.	DESCRIPTION
1	PROTECT ITEM IN PLACE
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.
6	ADJUST MANHOLE TO GRADE.
7	GRIND ASPHALT TO 0.1' MINIMUM. & OVERLAY VARIABLE THICKNESS PAVEMENT PER PLAN.
10	CONSTRUCT DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.
11	INSTALL GRAVEL BACK FILL FOR VEHICLE ACCESS
12	CONSTRUCT 8" CURB PER SPPWC STANDARD PLAN NO. 120-2
13	CONSTRUCT NEW CATCH BASIN PER SPPWC STD. NO. 304-3
14	NEW 6" STORM DRAIN LATERAL CONNECTION TO EXISTING STORM DRAIN. MINIMUM SLOPE 0.5%. CONTRACTOR TO VERIFY INVERT ELEVATION.

N

GRAPHIC SCALE
0 30' 60'
SCALE: 1" = 30'

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY

BASIS OF BEARINGS:

AN ASSUMED BEARING OF N89°55'46"W ON COLTON AVENUE WAS USED AS THE BASIS OF BEARINGS.

BENCHMARK

BENCH MARK: CITY OF REDLANDS BENCHMARK R-49, BRASS DISK IN TOP OF CURB AT THE NORTHEAST CORNER OF ORANGE STREET AND COLTON AVENUE, EAST END OF RETURN. ELEVATION = 1370.86 (NGVD29)

BENCH MARK: CITY OF REDLANDS BENCHMARK R-33, BRASS DISK IN TOP OF CURB AT THE SOUTHWEST CORNER OF ORANGE STREET AND LUGONIA AVENUE, WEST END OF RETURN. ELEVATION = 1365.26 (NGVD29)

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

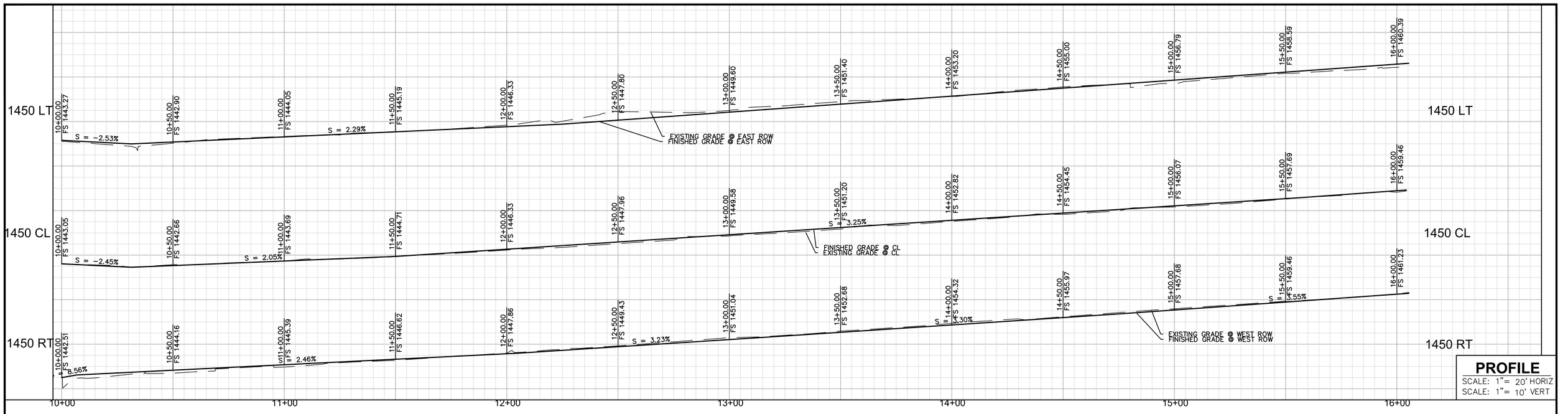
ALLEY PAVING IMPROVEMENTS
PROJECT No. 211005
ALLEY 6
SAN MATEO ST TO END

Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

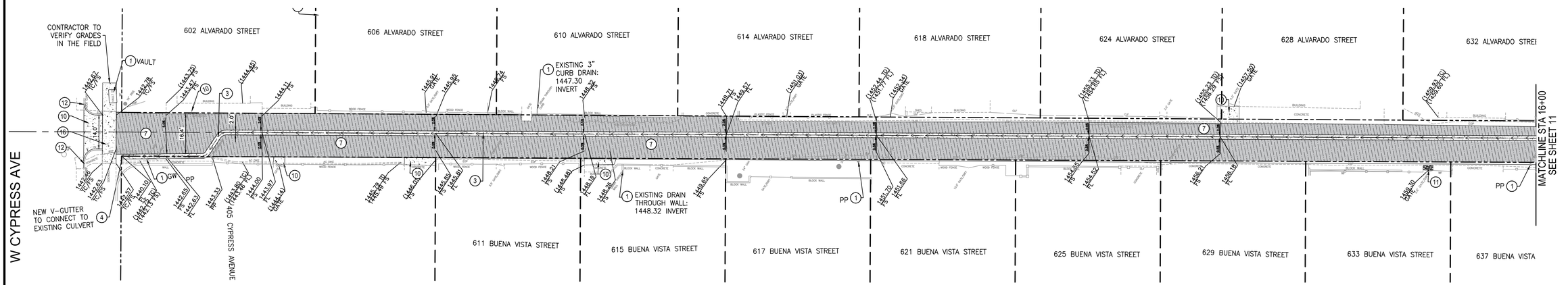
Reviewed By:
04/18/2022
Don Young, One Stop Permit Center Manager, R.C.E. 49918 Date
Approved By:
04/18/2022
Goutam Dobey, Engineering Manager, R.C.E. 75646 Date

Sheet 09 of 19 Sheets
Scale: Horiz. 1" = 20'
Vert. 1" = 4'

K:\Capital Projects\211400 PARS RESURFACING\2021 Alley Paving Improvements Project\6 DESIGN\CAD\21-22 Alley Improvements Plan.dwg



PROFILE
SCALE: 1"= 20' HORIZ
SCALE: 1"= 10' VERT



LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- GRIND AND/OR OVERLAY VARIABLE THICKNESS PAVEMENT FOR SMOOTH TRANSITION TO EXISTING PAVEMENT.
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

CONSTRUCTION NOTES:

NO.	DESCRIPTION
1	PROTECT ITEM IN PLACE
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.
7	GRIND ASPHALT TO 0.1' MINIMUM. & OVERLAY VARIABLE THICKNESS PAVEMENT PER PLAN.
9	REMOVE CONCRETE AND ASPHALT PAVEMENT
10	CONSTRUCT DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.
11	INSTALL GRAVEL BACK FILL FOR VEHICLE ACCESS
14	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C3250), COMPACT6" TO 95% COMPACTION

BASIS OF BEARINGS:

AN ASSUMED BEARING OF N89°55'46"W ON COLTON AVENUE WAS USED AS THE BASIS OF BEARINGS.

BENCHMARK

BENCH MARK: CITY OF REDLANDS BENCHMARK R-49, BRASS DISK IN TOP OF CURB AT THE NORTHEAST CORNER OF ORANGE STREET AND COLTON AVENUE, EAST END OF RETURN.
ELEVATION = 1370.86 (NGVD29)

BENCH MARK: CITY OF REDLANDS BENCHMARK R-33, BRASS DISK IN TOP OF CURB AT THE SOUTHWEST CORNER OF ORANGE STREET AND LUGONIA AVENUE, WEST END OF RETURN.
ELEVATION = 1365.26 (NGVD29)

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

GRAPHIC SCALE
0 20' 40'
SCALE: 1" = 20'

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA REDONDO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ALLEY PAVING IMPROVEMENTS
PROJECT No. 211005
ALLEY 7
W CYPRESS AVE TO STA 16+65

Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

Reviewed By:
Don Young, One Stop Permit Center Manager, R.C.E. 49918 Date 04/18/2022
Approved By:
Goutam Dobey, Engineering Manager, R.C.E. 75646 Date 04/18/2022

Sheet 10 of 19 Sheets
Scale: Horiz. 1"= 20'
Vert. 1"= 4'

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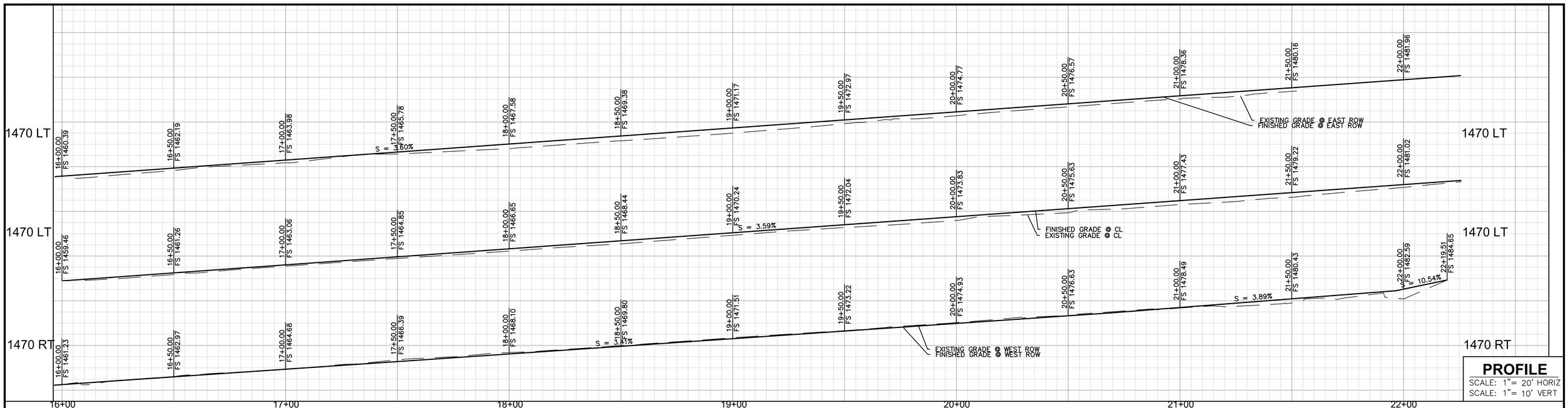
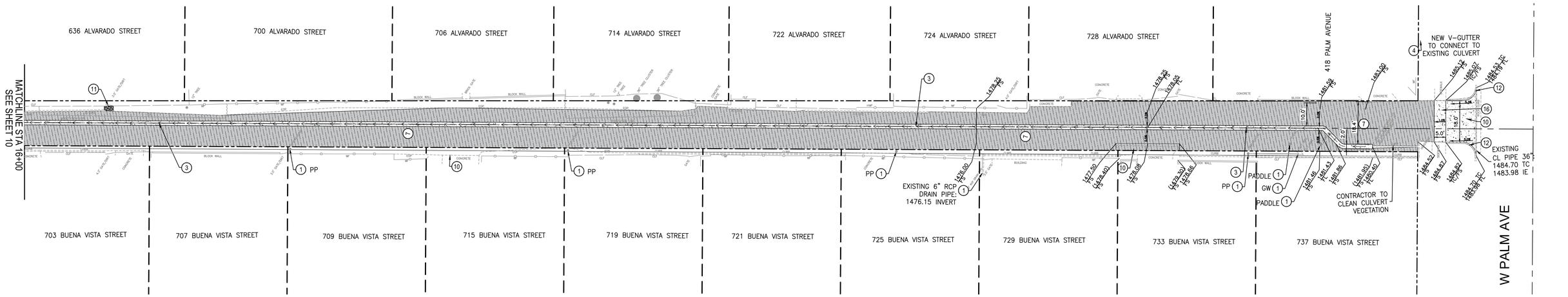


PROFILE
SCALE: 1"= 20' HORIZ
SCALE: 1"= 10' VERT



LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- GRIND AND/OR OVERLAY VARIABLE THICKNESS PAVEMENT FOR SMOOTH TRANSITION TO EXISTING PAVEMENT.
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

CONSTRUCTION NOTES:

NO.	DESCRIPTION
1	PROTECT ITEM IN PLACE
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.
7	GRIND ASPHALT TO 0.1' MINIMUM. & OVERLAY VARIABLE THICKNESS PAVEMENT PER PLAN.
9	REMOVE CONCRETE AND ASPHALT PAVEMENT
10	CONSTRUCT DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.
11	INSTALL GRAVEL BACK FILL FOR VEHICLE ACCESS
14	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C3250), COMPACT6" TO 95% COMPACTION

BASIS OF BEARINGS:

AN ASSUMED BEARING OF N89°55'46"W ON COLTON AVENUE WAS USED AS THE BASIS OF BEARINGS.

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY

BENCHMARK

BENCH MARK: CITY OF REDLANDS BENCHMARK R-49, BRASS DISK IN TOP OF CURB AT THE NORTHEAST CORNER OF ORANGE STREET AND COLTON AVENUE, EAST END OF RETURN.
ELEVATION = 1370.86 (NGVD29)

BENCH MARK: CITY OF REDLANDS BENCHMARK R-33, BRASS DISK IN TOP OF CURB AT THE SOUTHWEST CORNER OF ORANGE STREET AND LUGONIA AVENUE, WEST END OF RETURN.
ELEVATION = 1365.26 (NGVD29)

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA REDFORD
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

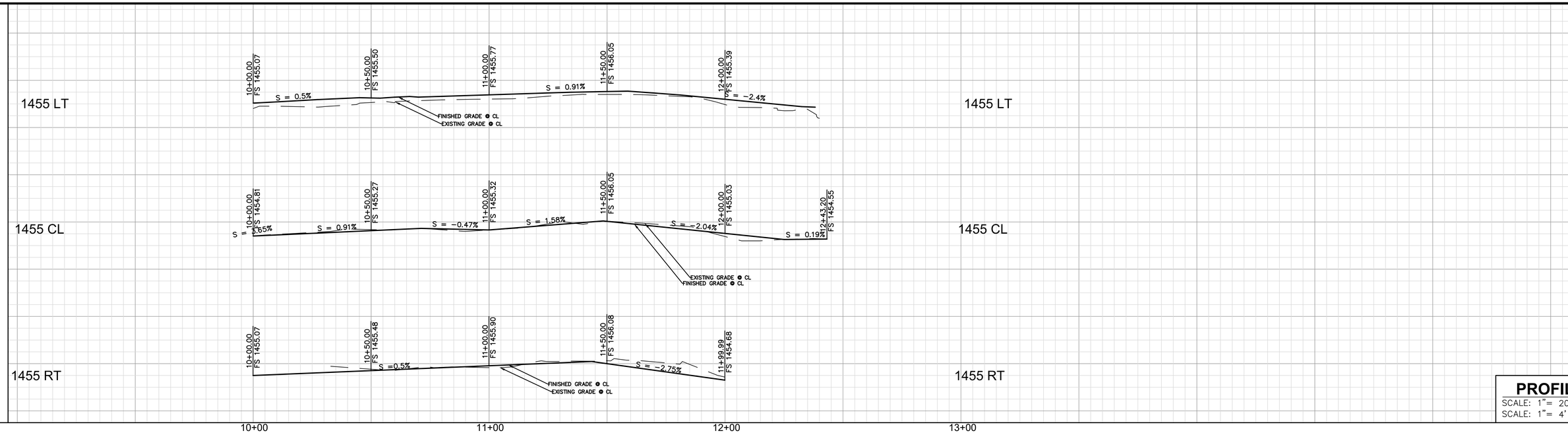
ALLEY PAVING IMPROVEMENTS
PROJECT No. 211005
ALLEY 7
STA 16+65 TO PALM AVE

Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

Reviewed By:
Don Young, One Stop Permit Center Manager, R.C.E. 49918 — Date 04/18/2022
Approved By:
Goutam Dobey, Engineering Manager, R.C.E. 75646 — Date 04/18/2022

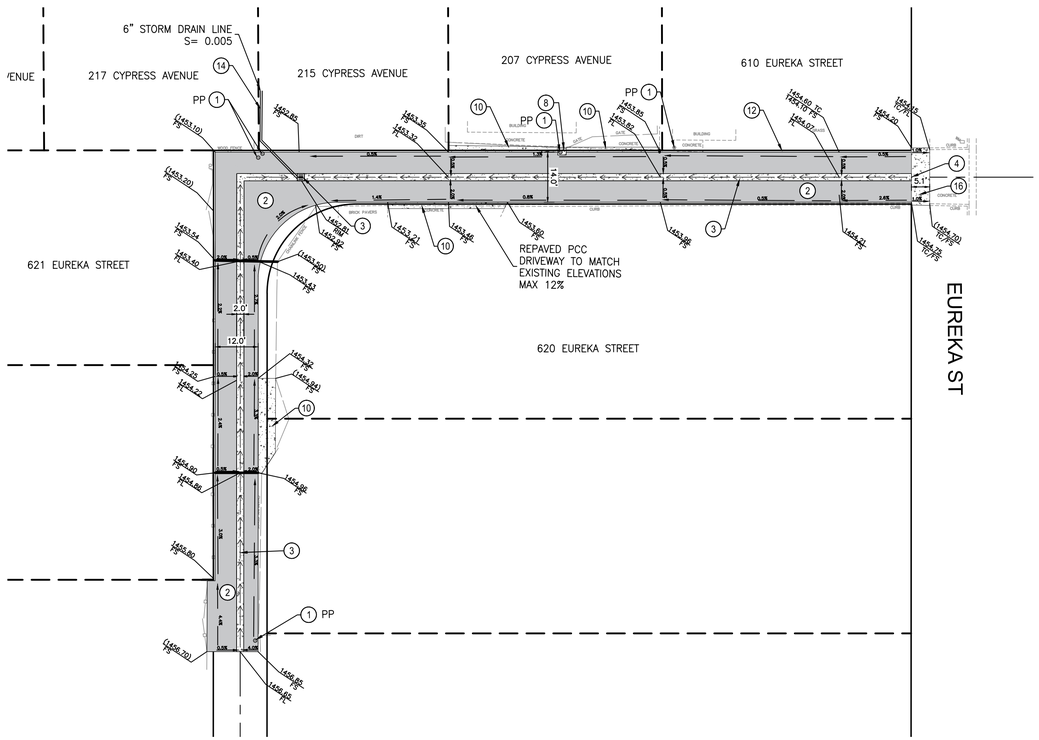
Sheet 11 of 19 Sheets
Scale: Horiz. 1" = 20'
Vert. 1" = 4'

K:\Capital Projects\211400 PARIS RESURFACING\2021 Alley Paving Improvements Project\6 DESIGN\CAD\21-22 Alley Improvements Plan.dwg



PROFILE

SCALE: 1"= 20' HORIZ
SCALE: 1"= 4' VERT



LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- GRIND AND/OR OVERLAY VARIABLE THICKNESS PAVEMENT FOR SMOOTH TRANSITION TO EXISTING PAVEMENT.
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

CONSTRUCTION NOTES:

NO.	DESCRIPTION
1	PROTECT ITEM IN PLACE
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.
8	CONSTRUCT 4" THICK PCC PAD
10	CONSTRUCT DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.
12	CONSTRUCT 6" CURB PER CITY OF REDLANDS STD.NO
13	CONSTRUCT NEW CATCH BASIN PER SPPWC STD. NO. 304-3
14	NEW 6" STORM DRAIN LATERAL CONNECTION TO EXISTING STORM DRAIN. MINIMUM SLOPE 0.5%. CONTRACTOR TO VERIFY INVERT ELEVATION.
16	REMOVE AND REPLACE 6" THICK PCC SIDEALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION

GRAPHIC SCALE

0 20' 40'

SCALE: 1" = 20'

BASIS OF BEARINGS:

AN ASSUMED BEARING OF N89°55'46"W ON COLTON AVENUE WAS USED AS THE BASIS OF BEARINGS.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY

BENCHMARK

BENCH MARK: CITY OF REDLANDS BENCHMARK R-49, BRASS DISK IN TOP OF CURB AT THE NORTHEAST CORNER OF ORANGE STREET AND COLTON AVENUE, EAST END OF RETURN.
ELEVATION = 1370.86 (NGVD29)

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ELEVATION = 1365.26 (NGVD29)

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS

Municipal Utilities and Engineering Department

ALLEY PAVING IMPROVEMENTS
PROJECT No. 211005
ALLEY 8
END TO EUREKA ST

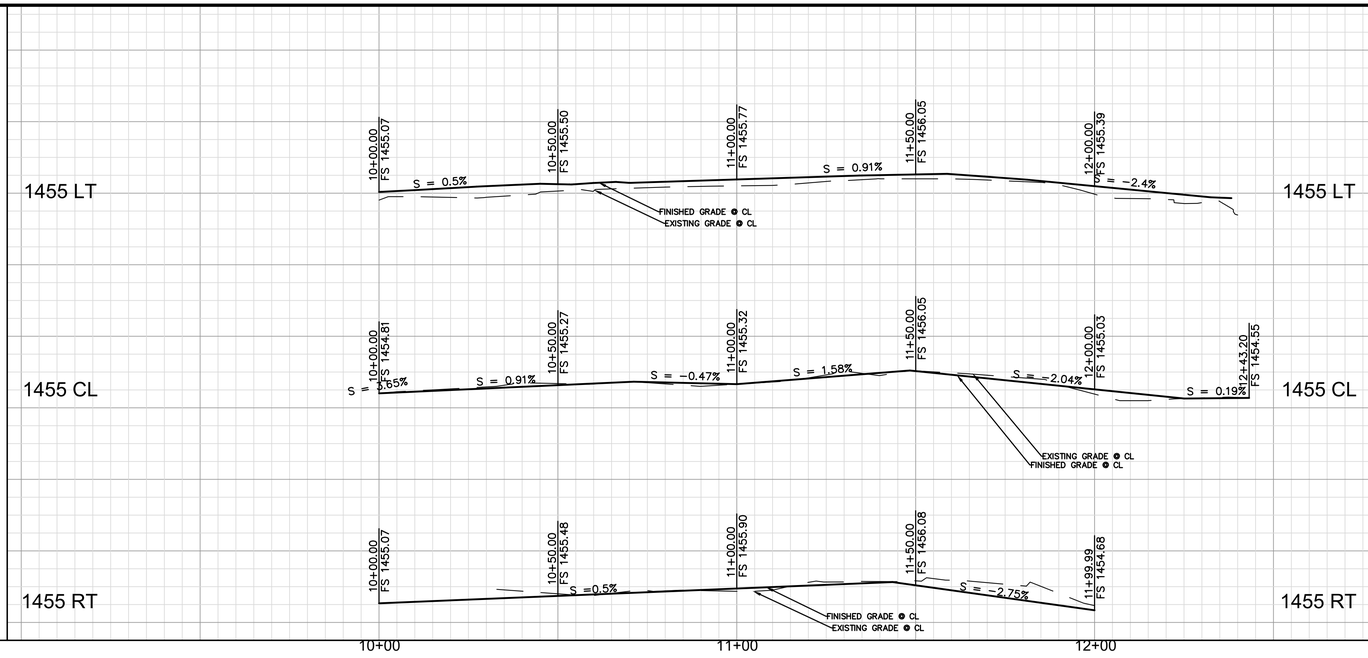
Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

Reviewed By: Donald P. Young 04/18/2022
Don Young, One Stop Permit Center Manager, R.C.E. 49918 Date

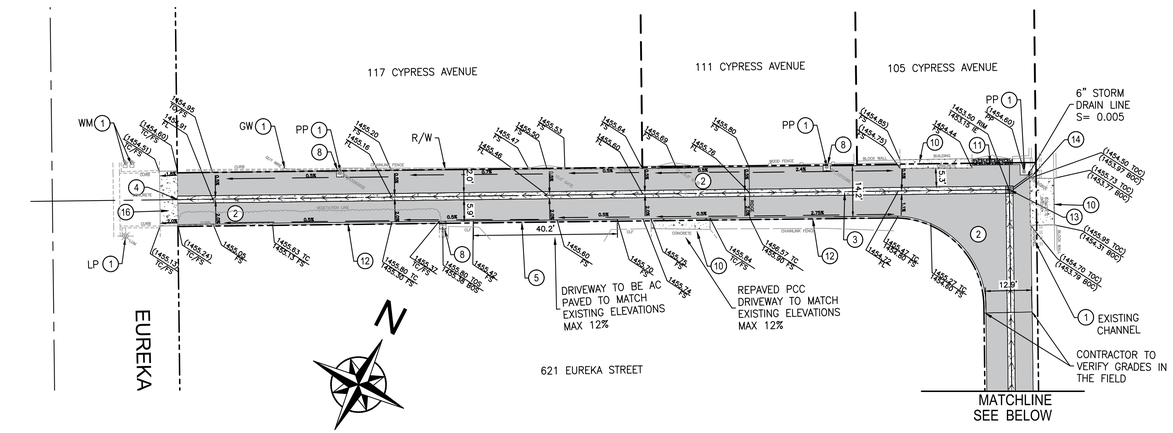
Approved By: Dobey 04/18/2022
Goutam Dobey, Engineering Manager, R.C.E. 75646 Date

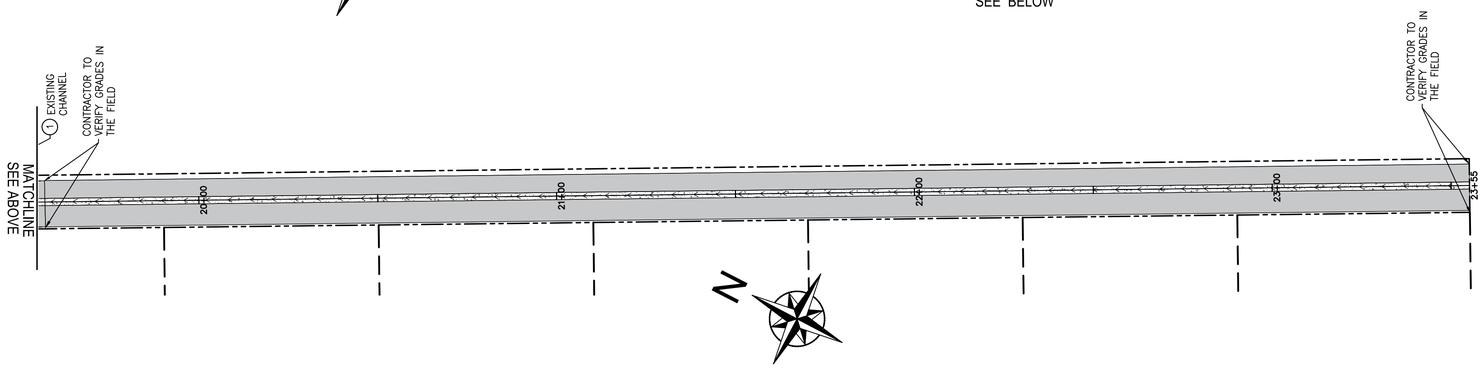
Sheet 12 of 19 Sheets
Scale: Horiz. 1"= 20'
Vert. 1"= 4'

K:\Capital Projects\211400 PARIS RESURFACING\2021 Alley Paving Improvements Project\6 DESIGN\CAD\21-22 Alley Improvements Plan.dwg



PROFILE
SCALE: 1"= 20'HORIZ
SCALE: 1"= 4' VERT





LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- GRIND AND/OR OVERLAY VARIABLE THICKNESS PAVEMENT FOR SMOOTH TRANSITION TO EXISTING PAVEMENT.
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

CONSTRUCTION NOTES:

NO.	DESCRIPTION
1	PROTECT ITEM IN PLACE
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.
8	CONSTRUCT 4" THICK PCC PAD
9	REMOVE CONCRETE AND ASPHALT PAVEMENT
10	CONSTRUCT DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.
11	INSTALL GRAVEL BACK FILL FOR VEHICLE ACCESS
12	CONSTRUCT 8" CURB PER SPPWC STANDARD PLAN NO. 120-2
13	CONSTRUCT NEW CATCH BASIN PER SPPWC STD. NO. 304-3
14	NEW 6" STORM DRAIN LATERAL CONNECTION TO EXISTING STORM DRAIN. MINIMUM SLOPE 0.5%. CONTRACTOR TO VERIFY INVERT ELEVATION.
16	REMOVE AND REPLACE 6" THICK PCC SIDEALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION

BASIS OF BEARINGS:

AN ASSUMED BEARING OF N89°55'46"W ON COLTON AVENUE WAS USED AS THE BASIS OF BEARINGS.

GRAPHIC SCALE
0 20' 40'
SCALE: 1" = 20'

BENCHMARK

BENCH MARK: CITY OF REDLANDS BENCHMARK R-49, BRASS DISK IN TOP OF CURB AT THE NORTHEAST CORNER OF ORANGE STREET AND COLTON AVENUE, EAST END OF RETURN.
ELEVATION = 1370.86 (NGVD29)

BENCH MARK: CITY OF REDLANDS BENCHMARK R-33, BRASS DISK IN TOP OF CURB AT THE SOUTHWEST CORNER OF ORANGE STREET AND LUGONIA AVENUE, WEST END OF RETURN.
ELEVATION = 1365.26 (NGVD29)

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA HEPPOLETTE — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

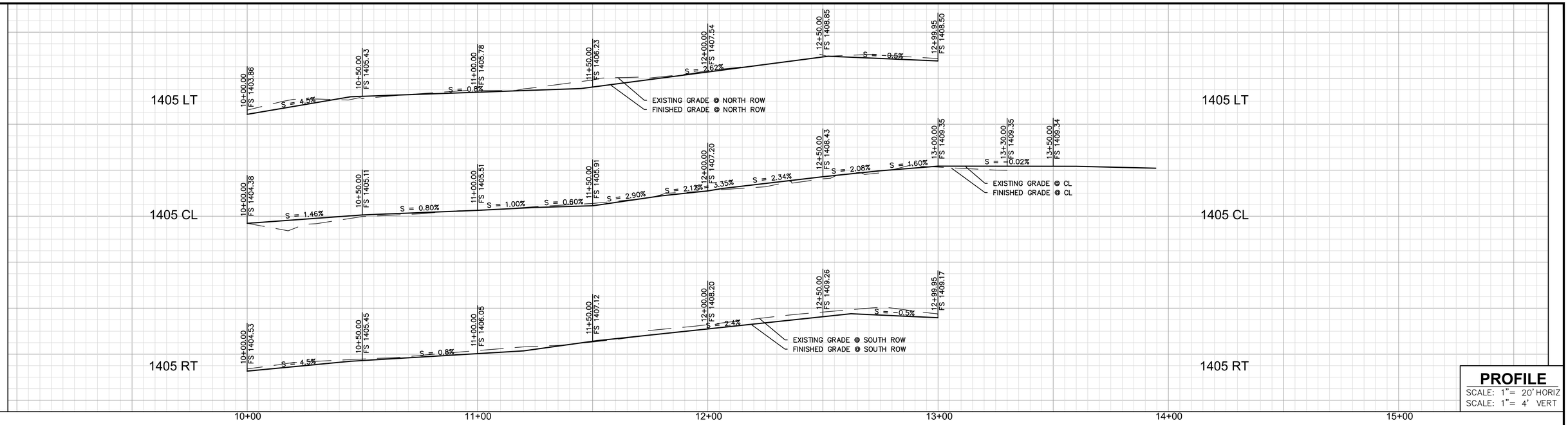
ALLEY PAVING IMPROVEMENTS
PROJECT No. 211005
ALLEY 9
EUREKA ST TO END

Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

Reviewed By:
04/18/2022
Don Young, One Stop Permit Center Manager, R.C.E. 49918 Date
Approved By:
04/18/2022
Goutam Dobey, Engineering Manager, R.C.E. 75646 Date

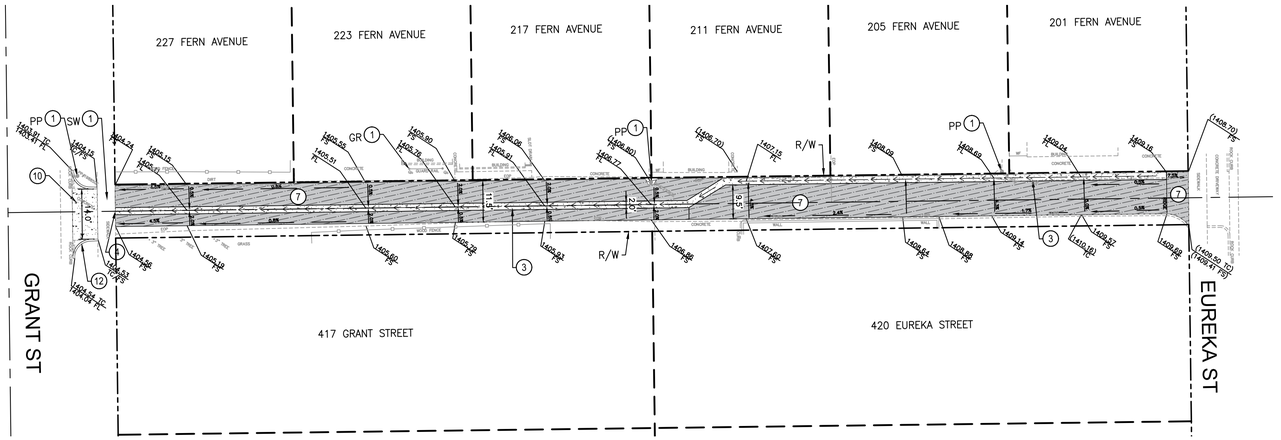
Sheet 13 of 19 Sheets
Scale: Horiz. 1"= 20'
Vert. 1"= 4'

K:\Capital Projects\211400 PARIS RESURFACING\2021 Alley Paving Improvements Project\E DESIGN\CAD\21-22 Alley Improvements Plan.dwg



PROFILE

SCALE: 1"= 20' HORIZ
SCALE: 1"= 4' VERT



CONSTRUCTION NOTES:

NO.	DESCRIPTION
1	PROTECT ITEM IN PLACE
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.
7	GRIND ASPHALT TO 0.1' MINIMUM. & OVERLAY VARIABLE THICKNESS PAVEMENT PER PLAN.
10	CONSTRUCT DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- GRIND AND/OR OVERLAY VARIABLE THICKNESS PAVEMENT FOR SMOOTH TRANSITION TO EXISTING PAVEMENT.
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY

BASIS OF BEARINGS:

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BENCHMARK

BENCH MARK: CITY OF REDLANDS BENCHMARK R-49, BRASS DISK IN TOP OF CURB AT THE NORTHEAST CORNER OF ORANGE STREET AND COLTON AVENUE, EAST END OF RETURN.
ELEVATION = 1370.86 (NGVD29)

BENCH MARK: CITY OF REDLANDS BENCHMARK R-33, BRASS DISK IN TOP OF CURB AT THE SOUTHWEST CORNER OF ORANGE STREET AND LUGONIA AVENUE, WEST END OF RETURN.
ELEVATION = 1365.26 (NGVD29)

GRAPHIC SCALE
0 20' 40'
SCALE: 1" = 20'

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ALLEY PAVING IMPROVEMENTS
PROJECT No. 211005
ALLEY 10
GRANT ST TO EUREKA ST

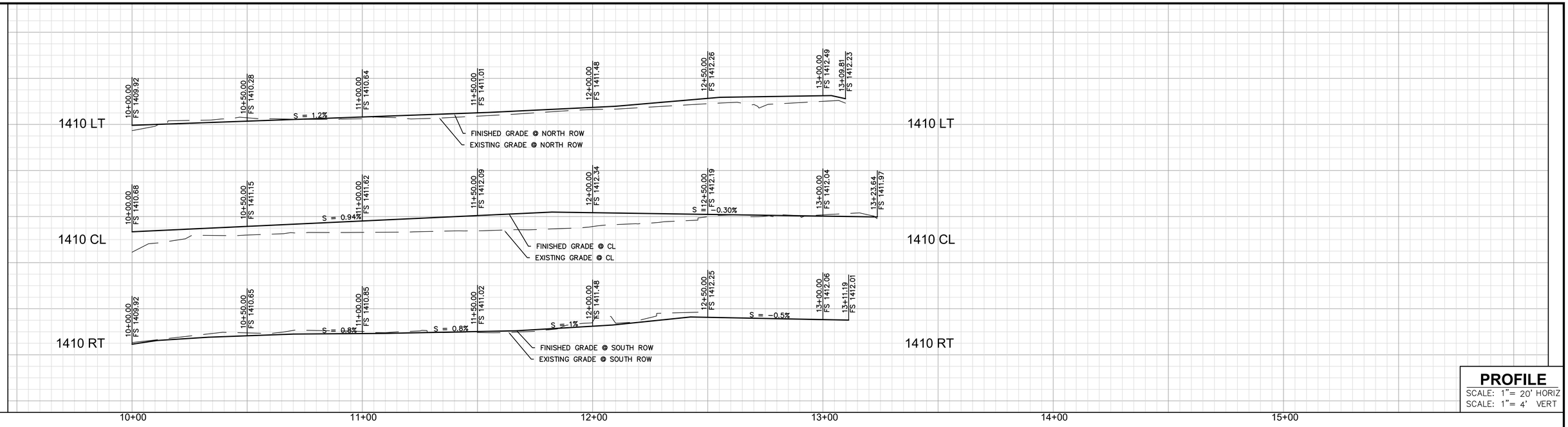
Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

Reviewed By:
Donald P. Young 04/18/2022
Don Young, One Stop Permit Center Manager, R.C.E. 49918 Date

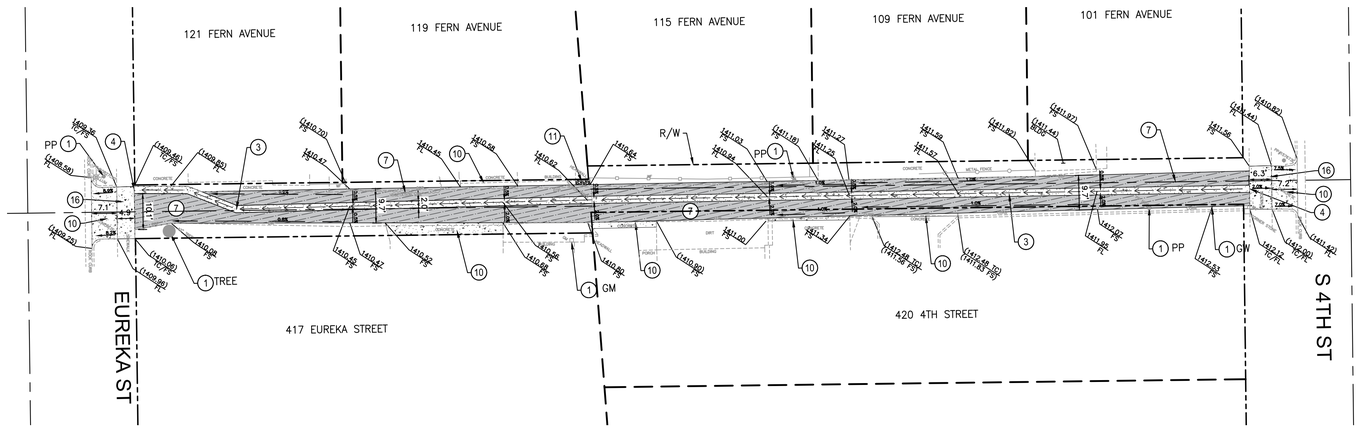
Approved By:
04/18/2022
Goutam Dobey, Engineering Manager, R.C.E. 75646 Date

Sheet 14 of 19 Sheets
Scale: Horiz. 1"= 20'
Vert. 1"= 4'

K:\Capital Projects\211400 PARIS RESURFACING\2021 Alley Paving Improvements Project\6 DESIGN\CAD\21-22 Alley Improvements Plan.dwg



PROFILE
SCALE: 1"= 20' HORIZ
SCALE: 1"= 4' VERT



CONSTRUCTION NOTES:	
NO.	DESCRIPTION
1	PROTECT ITEM IN PLACE
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.
7	GRIND ASPHALT TO 0.1' MINIMUM. & OVERLAY VARIABLE THICKNESS PAVEMENT PER PLAN.
10	CONSTRUCT DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.
11	INSTALL GRAVEL BACK FILL FOR VEHICLE ACCESS
16	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- GRIND AND/OR OVERLAY VARIABLE THICKNESS PAVEMENT FOR SMOOTH TRANSITION TO EXISTING PAVEMENT.
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

BASIS OF BEARINGS:

AN ASSUMED BEARING OF N89°55'46"W ON COLTON AVENUE WAS USED AS THE BASIS OF BEARINGS.

GRAPHIC SCALE
0 20' 40'
SCALE: 1" = 20'

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY

BENCHMARK

BENCH MARK: CITY OF REDLANDS BENCHMARK R-49, BRASS DISK IN TOP OF CURB AT THE NORTHEAST CORNER OF ORANGE STREET AND COLTON AVENUE, EAST END OF RETURN.
ELEVATION = 1370.86 (NGVD29)

BENCH MARK: CITY OF REDLANDS BENCHMARK R-33, BRASS DISK IN TOP OF CURB AT THE SOUTHWEST CORNER OF ORANGE STREET AND LUGONIA AVENUE, WEST END OF RETURN.
ELEVATION = 1365.26 (NGVD29)

Revisions					
Letter	Description	Date	Initial	Initial	Initial

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ALLEY PAVING IMPROVEMENTS
PROJECT No. 211005
ALLEY 11
EUREKA ST TO S 4TH ST

Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

Reviewed By:
Don Young, One Stop Permit Center Manager, R.C.E. 49918 Date 04/18/2022
Approved By:
Goutam Dobey, Engineering Manager, R.C.E. 75646 Date 04/18/2022

Sheet 15 of 19 Sheets
Scale: Horiz. 1"= 20'
Vert. 1"= 4'

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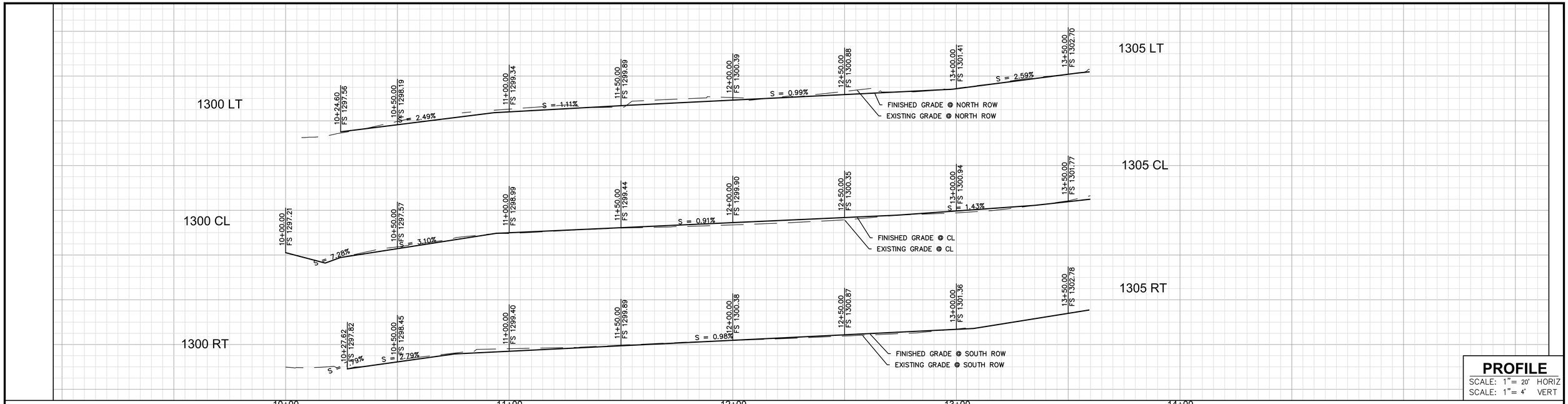
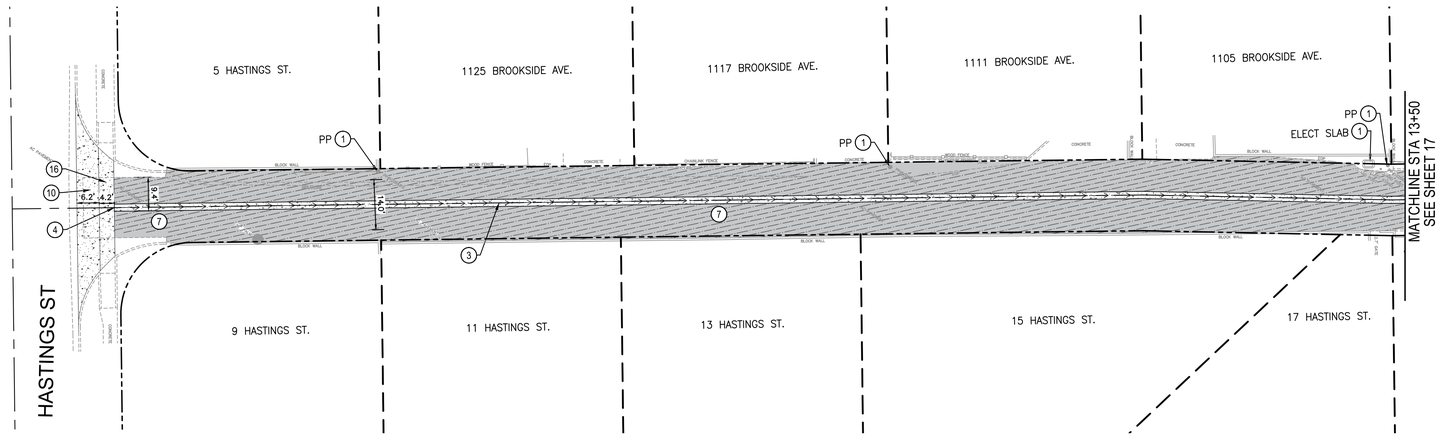


PROFILE

SCALE: 1"= 20' HORIZ
SCALE: 1"= 4' VERT



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7	GRIND ASPHALT TO 0.1' MINIMUM. & OVERLAY VARIABLE THICKNESS PAVEMENT PER PLAN.
10	CONSTRUCT DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.
16	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOPE 6" TO 95% COMPACTION

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
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- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

N

GRAPHIC SCALE
0 30' 60'
SCALE: 1" = 30'

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Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS

Municipal Utilities and Engineering Department

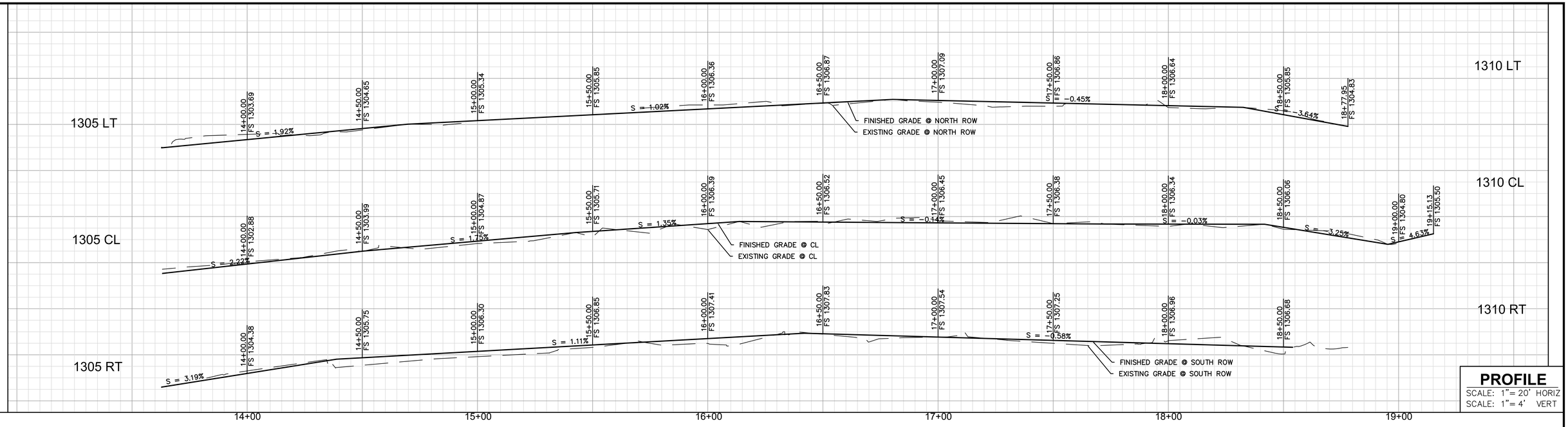
ALLEY PAVING IMPROVEMENTS
PROJECT No. 211005
ALLEY 12
HASTINGS ST TO STA 13+50

Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

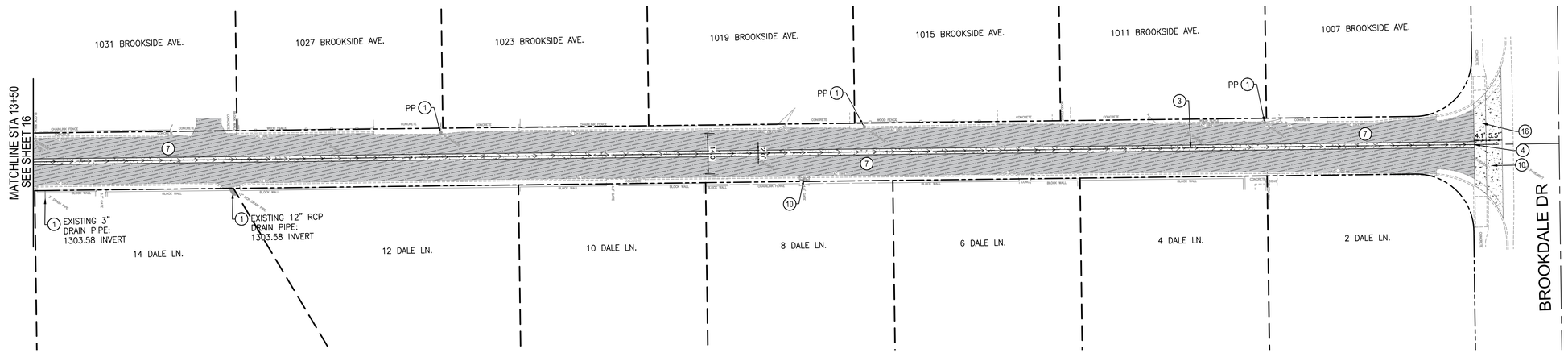
Reviewed By: Donald P. Young 04/18/2022
Don Young, One Stop Permit Center Manager, R.C.E. 49918 Date
Approved By: 04/18/2022
Goutam Dobey, Engineering Manager, R.C.E. 75646 Date

Sheet 16 of 19 Sheets
Scale: Horiz. 1"= 20'
Vert. 1"= 4'

K:\Capital Projects\211400 PARIS RESURFACING\2021 Alley Paving Improvements Project\6 DESIGN\CAD\21-22 Alley Improvements Plan.dwg



PROFILE
SCALE: 1"= 20' HORIZ
SCALE: 1"= 4' VERT



LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- GRIND AND/OR OVERLAY VARIABLE THICKNESS PAVEMENT FOR SMOOTH TRANSITION TO EXISTING PAVEMENT.
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

CIVIL CONSTRUCTION NOTES: (THIS SHEET ONLY)

NO.	DESCRIPTION
(1)	PROTECT ITEM IN PLACE
(3)	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.
(4)	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.
(7)	GRIND ASPHALT TO 0.1' MINIMUM. & OVERLAY VARIABLE THICKNESS PAVEMENT PER PLAN.
(10)	CONSTRUCT DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.
(16)	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOPE 6" TO 95% COMPACTION

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ELEVATION = 1365.26 (NGVD29)

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ALLEY PAVING IMPROVEMENTS
PROJECT No. 211005

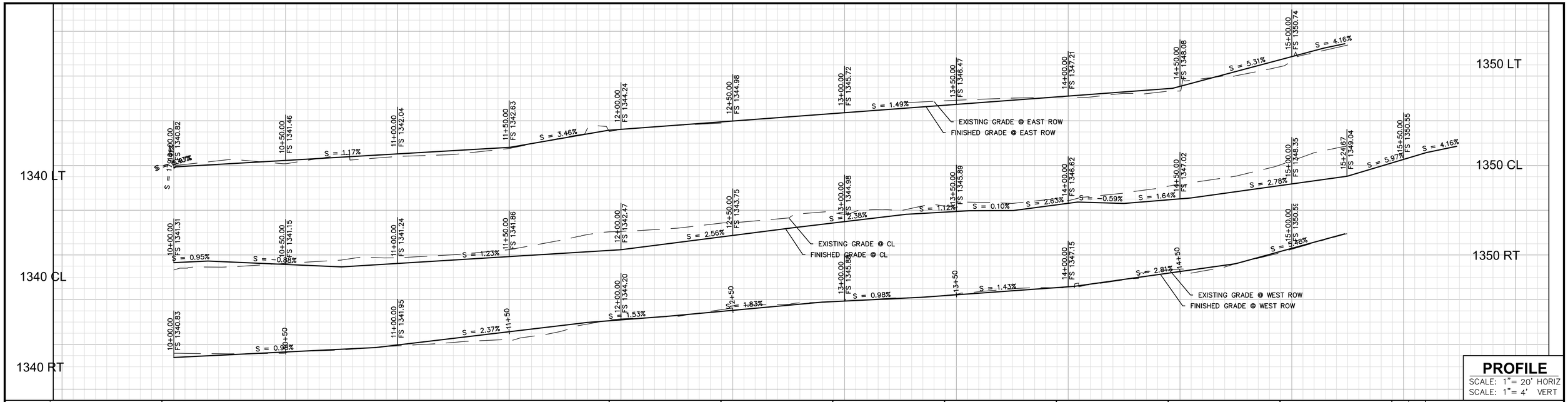
ALLEY 12
STA 13+50 TO BROOKDALE DR

Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

Reviewed By:
Donald P. Young 04/18/2022
Don Young, One Stop Permit Center Manager, R.C.E. 49918 Date
Approved By:
Goutam Dobey 04/18/2022
Goutam Dobey, Engineering Manager, R.C.E. 75646 Date

Sheet 17 of 19 Sheets
Scale: Horiz. 1"= 20'
Vert. 1"= 4'

K:\Capital Projects\211400 PARS RESURFACING\2021 Alley Paving Improvements Project\6 DESIGN\CAD\21-22 Alley Improvements Plan.dwg



PROFILE

SCALE: 1"= 20' HORIZ
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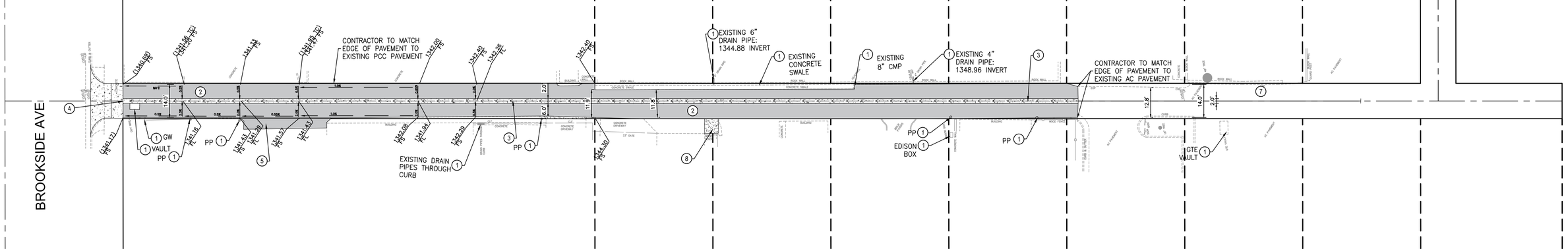

LEGEND

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- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- GRIND AND/OR OVERLAY VARIABLE THICKNESS PAVEMENT FOR SMOOTH TRANSITION TO EXISTING PAVEMENT.
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CONSTRUCTION NOTES:

NO.	DESCRIPTION
1	PROTECT ITEM IN PLACE
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.
5	CONSTRUCT AC DRIVEWAY, 2.5" OVER 4" AGGREGATE BASE, COMPACT TO 6" TO 95% COMPACTION.
7	GRIND ASPHALT TO 0.1' MINIMUM. & OVERLAY VARIABLE THICKNESS PAVEMENT PER PLAN.
8	CONSTRUCT 4" THICK PCC PAD
9	REMOVE CONCRETE AND ASPHALT PAVEMENT
10	CONSTRUCT DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.
11	INSTALL GRAVEL BACK FILL FOR VEHICLE ACCESS
12	CONSTRUCT 8" CURB PER SPPWC STANDARD PLAN NO. 120-2 D1-8

BASIS OF BEARINGS:

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BENCHMARK

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GRAPHIC SCALE
0 20' 40'
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Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ALLEY PAVING IMPROVEMENTS
PROJECT No. 211005

ALLEY 13
BROOKSIDE AVE TO END

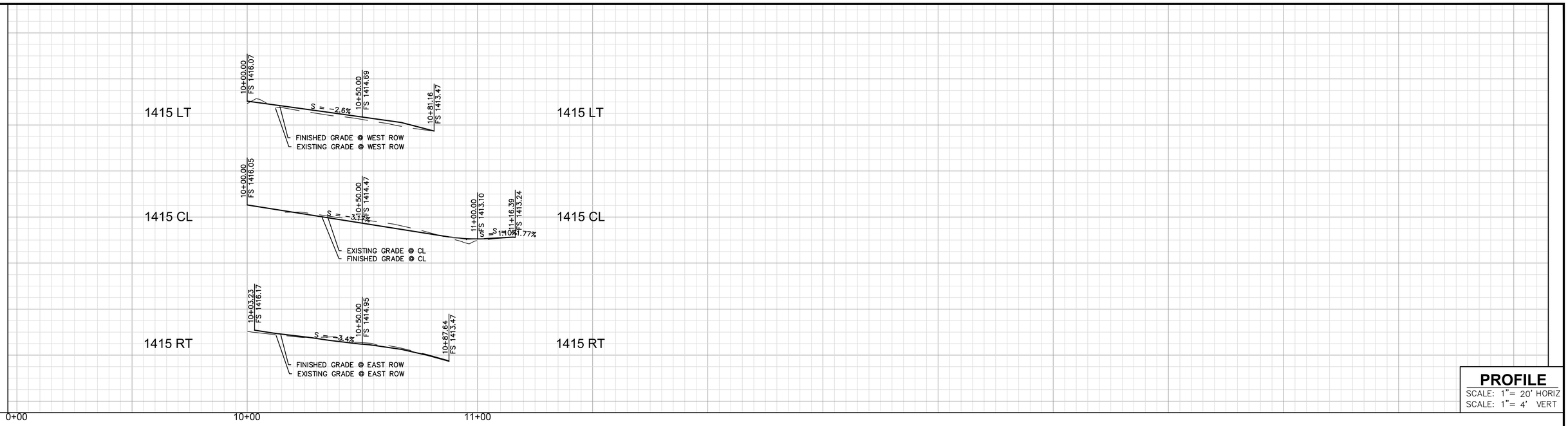
Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

Reviewed By:
Donald P. Young 04/18/2022
Don Young, One Stop Permit Center Manager, R.C.E. 49918 Date

Approved By:
04/18/2022
Goutam Dobey, Engineering Manager, R.C.E. 75646 Date

Sheet 18 of 19 Sheets
Scale: Horiz. 1"= 20'
Vert. 1"= 4'

K:\Capital Projects\211400 PARS RESURFACING\2021 Alley Paving Improvements Project\6 DESIGN\CAD\21-22 Alley Improvements Plan.dwg



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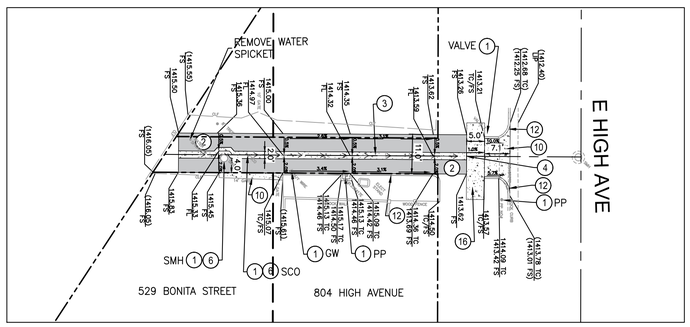

CONSTRUCTION NOTES:

NO.	DESCRIPTION
1	PROTECT ITEM IN PLACE
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.
6	ADJUST MANHOLE TO GRADE.
10	CONSTRUCT DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.
12	CONSTRUCT 8" CURB PER SPPWC STANDARD PLAN NO. 120-2 TYPE D1-8
16	REMOVE AND REPLACE 6" THICK PCC SIDEWALK (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.

LEGEND

- GRAVEL BACK FILL FOR VEHICLE ACCESS
- CONCRETE DRIVE WAY
- AREA OF ASPHALT OR CONCRETE REMOVAL
- LIMITS OF AC PAVEMENT
- GRIND AND/OR OVERLAY VARIABLE THICKNESS PAVEMENT FOR SMOOTH TRANSITION TO EXISTING PAVEMENT.
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GRAPHIC SCALE
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SCALE: 1" = 10'

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Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA HERNANDEZ
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ALLEY PAVING IMPROVEMENTS
PROJECT No. 211005

ALLEY 14
E HIGH AVE TO END

Designed by: EA
Date: 04/2022
Checked by: DY
Date: 04/2022
Drawn by: EA
Date: 04/2022
Checked by: GKD
Date: 04/2022

Reviewed By:
Don Young, One Stop Permit Center Manager, R.C.E. 49918 Date 04/18/2022
Approved By:
Goutam Dobey, Engineering Manager, R.C.E. 75646 Date 04/18/2022

Sheet 19 of 19 Sheets
Scale: Horiz. 1"= 20'
Vert. 1"= 4'

K:\Capital Projects\211400 PARIS RESURFACING\2021 Alley Paving Improvements Project\6 DESIGN\CAD\21-22 Alley Improvements Plan.dwg

"A City That Works"

City Council Meeting **K. 7.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Non-Professional Services Agreement with Ferguson Enterprises, LLC to implement an Automated Metering Infrastructure system for an amount not-to-exceed $783,356.96, and determination that this project is exempt from environmental review pursuant to Section 15301(b) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If the City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine awarding a Non-Professional Services Agreement with Ferguson Enterprises, LLC to implement an Automated Metering Infrastructure system is exempt from environmental review pursuant to Section 15301(b) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve a Non-Professional Services Agreement with Ferguson Enterprises, LLC to implement an Automated Metering Infrastructure system for an amount not-to-exceed $783,356.96.

RECOMMENDATION:

Staff recommends City Council determine that award of a Non-Professional Services Agreement with Ferguson Enterprises, LLC to implement an Automated Metering Infrastructure system is exempt from environmental review pursuant to Section 15301(b) of the State's guidelines implementing the California Environmental Quality Act, and award a Non-Professional Services Agreement to Ferguson Enterprises, LLC to implement an Automated Metering Infrastructure system for an amount not-to-exceed $783,356.96.

DISCUSSION:

The City provides drinking water to customers at approximately 22,000 metered connections within its water service area. Currently, water meters within seventy-eight (78) different routes are read manually by Municipal Utilities and Engineering Department (MUED) staff, who each walk approximately six (6) miles daily. This process is labor-intensive, and requires bi-monthly water utility billing to allow sufficient time to collect water usage data from each water meter. Implementing an Automated Metering Infrastructure (AMI) system will significantly improve efficiency within the water utility operation.

AMI is an integrated system of smart meters, communications networks, and data management systems that enable two-way communication between utilities and customers. AMI systems measure, collect, and analyze water usage, and communicate with meters on a fixed schedule, or when specifically requested. AMI system benefits include:

- Enhanced Customer Service - Customer awareness of hourly/daily water use; Ability to track real-time usage data and compare with previous day/week/month usage; Customizable alerts for customers to identify abnormal water use
- Timely Leak Detection - Algorithms to quickly detect potential water leaks and reduce property damage and/or unnecessary customer costs;
- Reduced Water Consumption and Increased Water Use Efficiency;
- Automated Tools for State Mandated Water Conservation Programs;
- Improved Utility Billing Services;
- Improved Personnel Safety;
- Greenhouse Gas Emission Reduction

The City uses Neptune water meters exclusively, and is completing the first annual phase of a five (5) phase project to replace all water meters its water service area. Replacement meters are being installed with all the components necessary for remote reading through an AMI system. Ferguson Enterprises, LLC (Ferguson) is the sole distributor of Neptune products in California, and is supplying and replacing these water meters. Purchasing Neptune products or services from another vendor invalidates all product warranties. Therefore, staff recommends waiving typical competitive procurement practices and contracting directly with Ferguson to install and implement the AMI system.

Approval of the Non-Professional Services Agreement with Ferguson and implementation of the AMI system are exempt from environmental review pursuant to Section 15301(b) of the State's guidelines implementing the California Environmental Quality Act, since the project involves the minor alteration of an existing publicly-owned utility system.

ALTERNATIVES:

City Council may deny the staff recommendation, although doing so will require staff to continue reading water meters manually and impede efficiency.

STRATEGIC PLAN:

Strategic Plan Priority B, Strategic Objective 1 - Reduce non-revenue water (water loss) by 25%.

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
John R. Harris, Municipal Utilities and Engineering Director

Fiscal Impact

Fiscal Year:	FY 21/22
Revenue Generating:	N
Appropriation Required Y/N:	N

Discussion:

There is no fiscal impact associated with approval of this Agreement. The MUED Water Projects Budget (501021) includes $792,876 for this project.

Attachments

Ferguson Agreement

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for installing and implementing automated metering infrastructure ("Agreement") is made and entered into this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Ferguson Enterprises, LLC ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to provide automated metering infrastructure installation and implementation 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 – RESPONSIBILITIES OF CONTRACTOR

2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.

2.2 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.3 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.4 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.5 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.6 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.7 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.8 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, Work or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.

3.2 City designates John R. Harris, Municipal Engineering and Utilities Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. The Services shall commence as of the Effective Date of this Agreement.

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by one (1) additional year ("Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term and subsequently, at least thirty (30) days before any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.3 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of seven hundred eighty-three thousand three hundred fifty-six dollars and ninety-six cents ($783,356.96) for the Services provided during the Initial Term and Extended Term. For the Initial Term and the Extended Term, City shall pay Contractor on a time and

materials basis up to the not to not-to-exceed amount in accordance with the unit prices specified in Exhibit "C," titled "Bidder's Rate Sheet," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 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 Phone: (909) 798-7532	Jon Price, General Manager Ferguson Enterprises, LLC 11909 Tech Center Court Poway, CA 9064 Jon.Price@Ferguson.com Phone (949) 690-4649

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Commercial General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal

injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property to the extent caused by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

FERGUSON ENTERPRISES, LLC.

_____
Jon Price, General Manager

EXHIBIT "A"

SCOPE OF SERVICES

1. Project Overview

Ferguson will furnish and commission AMI Gateway Data Collectors, expanding the City's Neptune AMR system to include AMI technology. The scope of services includes the deployment of all hardware and systems, integrations, testing, training, support services (during deployment), and maintenance of the AMI network infrastructure (data collectors, aka "Gateways").

Ferguson Waterworks will provide the following equipment and services to the City:

- AMI System which includes the supply of: Gateway Data Collectors, AMI network infrastructure, Neptune 360 head-end software; installation, commissioning, and testing of the AMI network infrastructure and system; training; and ongoing support and maintenance of the Neptune 360 software.
- Installation services for Gateway Data Collectors and associated equipment such as Uninterrupted Power Supply.
- Ferguson and its subcontractors will provide integration and testing of all components for a fully functional AMI system that operates within required performance parameters.

2. Items, Materials, and Services to be supplied by Ferguson

- **General.** Ferguson shall supply the following components and aspects of installation: overall project management; problem solving; inspection; system integration; and quality control.
- **AMI software.** Ferguson will supply, install, set, and test the Neptune 360 hosted software. Neptune 360 will be maintained by Neptune Technology Group in accordance with SaaS agreement.
- **AMI Network hardware.** Ferguson will furnish and install Gateway Data Collectors per network design.
    - City of Redlands is to own the AMI network.
- **Training and Documents.** Ferguson and Neptune will provide a Training Plan and document the individuals that successfully complete the training session(s).

3. AMI Fixed Network Design Services

Ferguson shall conduct a comprehensive site survey and be responsible for a proper Fixed Network design to ensure sufficient coverage for each Endpoint Radio ("**Endpoint**"). Ferguson shall work with the City to ensure Fixed Network infrastructure is properly sized, installed, and configured to their expectations. The City will be responsible for procuring the Gateway Data Collectors, through Ferguson, and providing the locations for them to be installed. Ferguson shall provide maintenance and support for the Data Collectors during the implementation. Each Gateway comes with 1 year warranty and maintenance agreement.

- Furnish and install Gateway Data Collectors at the locations indicated on propagation map generated by Neptune.
- Ferguson shall provide a map, showing where these proposed Gateway Data Collectors would be installed in the City's service territory. * See below.

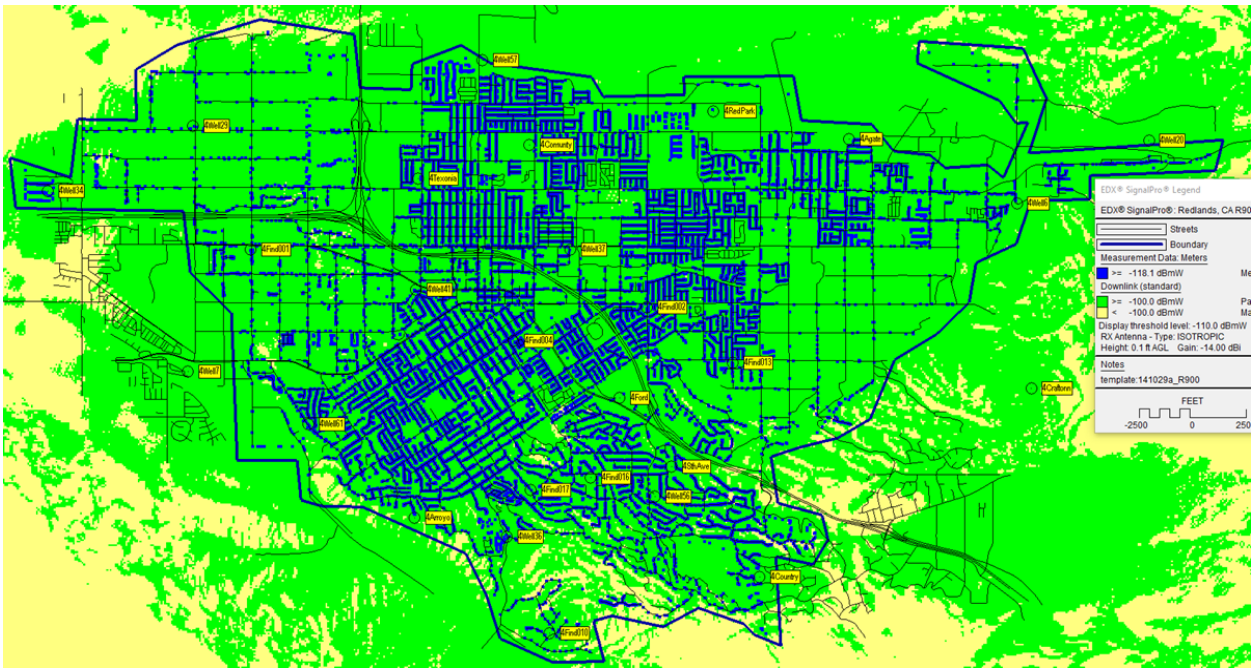
- Ferguson will test the AMI system.
- Ferguson shall provide training to the City per Training Plan – Neptune AMI.

4. Ferguson Assumptions

R900v4 enhanced propagation is preliminary. Gateway Data Collectors V4 and R900v4 MIU (Pit w/External Antenna) required. The use of this Gateway propagation analysis should be done with this understanding and there is no guarantee of product or performance. Additional gateways could be required.

5. R900 Propagation Analysis - City of Redlands

Service Area:



Proposed Gateway Collector Locations:

Location	Latitude	Longitude	Collector	Elev(m)	AntHgt(m)	Elev(ft)	AntHgt(ft)	Coax(dB)	AntGain	Antenna
4Country	34.020852	-117.139084	GPV4	643	15	2108	50	1.1	7.1	MFB9155_915
4Well41	34.057279	-117.192145	GPV4	399	15	1309	50	1.1	7.1	MFB9155_915
4Well56	34.031076	-117.155167	GPV4	548	15	1798	50	1.1	7.1	MFB9155_915
4SthAve	34.034859	-117.15263	GPV4	530	15	1739	50	1.1	7.1	MFB9155_915
4Well20	34.076215	-117.078891	GPV4	689	15	2262	50	1.1	7.1	MFB9155_915
4Well29	34.07811	-117.226504	GPV4	353	15	1158	50	1.1	7.1	MFB9155_915
4Well34	34.069824	-117.248912	GPV4	334	15	1096	50	1.1	7.1	MFB9155_915
4Well36	34.025923	-117.178078	GPV4	513	15	1683	50	1.1	7.1	MFB9155_915
4Well37	34.062405	-117.168263	GPV4	440	15	1444	50	1.1	7.1	MFB9155_915
4Well57	34.086404	-117.181856	GPV4	396	15	1299	50	1.1	7.1	MFB9155_915
4Well6	34.068289	-117.099213	GPV4	609	15	1998	50	1.1	7.1	MFB9155_915
4Well61	34.040281	-117.208693	GPV4	417	15	1367	50	1.1	7.1	MFB9155_915
4Well7	34.046934	-117.227336	GPV4	366	15	1201	50	1.1	7.1	MFB9155_915
4Arroyo	34.028357	-117.192354	GPV4	519	15	1702	50	1.1	7.1	MFB9155_915
4Comunty	34.075692	-117.174645	GPV4	427	18	1401	60	1.2	7.1	MFB9155_915
4Craftonn	34.044801	-117.097019	GPV4	777	15	2551	50	1.1	7.1	MFB9155_915
4Ford	34.043559	-117.160694	GPV4	480	18	1575	60	1.2	7.1	MFB9155_915
4Texonia	34.071433	-117.191726	GPV4	403	18	1322	60	1.2	7.1	MFB9155_915
4Agate	34.076393	-117.12526	GPV4	525	15	1723	50	1.1	7.1	MFB9155_915
4Find001	34.062402	-117.217662	GPV4	364	9	1194	30	0.7	7.1	MFB9155_915
4Find002	34.055085	-117.15644	GPV4	464	9	1522	30	0.7	7.1	MFB9155_915
4Find004	34.050853	-117.176995	GPV4	433	9	1422	30	0.7	7.1	MFB9155_915
4Find010	34.01372	-117.171454	GPV4	483	9	1585	30	0.7	7.1	MFB9155_915
4Find013	34.048034	-117.143226	GPV4	519	9	1703	30	0.7	7.1	MFB9155_915
4Find016	34.033441	-117.165091	GPV4	521	9	1709	30	0.7	7.1	MFB9155_915
4Find017	34.031934	-117.174316	GPV4	498	9	1633	30	0.7	7.1	MFB9155_915

6. Gateway Site(s) Detail

CRAFTON SITE (4Craftonn)

- Install new mast and antenna on existing railing
- Install new coax from antenna to gateway utilizing existing railing and conduits
- Install gateway and battery backup unit on new H frame at base of tank
- Install ground rod and tie into existing power
- Perform QAQC and sweep test

FORD SITE (4Ford)

- Install new mast and antenna on existing tower
- Install new coax from antenna to gateway utilizing existing tracks
- Install gateway and battery backup unit on new H frame at base of tower
- Install ground rod and tie into existing power
- Perform QAQC and sweep test

WELL 56 SITE (4Well56)

- Install new 50’ tower and 5’x5’x5’ concrete footing
- Install new mast and antenna on new tower
- Install new coax from antenna to gateway
- Install gateway and battery backup unit on new H frame at base of tower
- Install solar panels on new tower within 20’ of gateway
- Install ground rod
- Perform QAQC and sweep test

COUNTRY CLUB RESERVIOR SITE (4Country)

- Install new non-penetrating roof mount kit to support 24’ ROHN tower
- Install new mast and antenna on new ROHN tower
- Install new coax from antenna to gateway
- Install gateway and battery backup unit on new H frame anchored at base of reservoir
- Install solar panels on new pole within 20’ of gateway
- Install ground rod
- Perform QAQC and sweep test

ARROYO TANK SITE (4Arroyo)

- Install new mast and antenna on existing railing
- Install new coax from antenna to gateway utilizing existing railing and conduits (*requires controlled descent)
- Install gateway and battery backup unit on new H frame at base of tank
- Install ground rod and tie into existing power
- Perform QAQC and sweep test

TEXONIA TANK SITE (4Texonia)

- Install new mast and antenna on existing tank
- Install new coax from antenna to gateway
- Install gateway and battery backup unit on new H frame anchored to base of tank
- Install solar panels on railing within 20’ of gateway
- Install ground rod
- Perform QAQC and sweep test

COMMUNITY PARK (4Comunty)

- Install new pipe mast offset from light pole for antenna
- Install new coax from antenna to gateway
- Install gateway and battery backup unit anchored to pole out of reach from ground
- Install solar panels on light pole within 20’ of gateway
- Install ground rod
- Perform QAQC and sweep test

UBS CITY BUILDING [Substitute for WELL SITE 41 (4Well41)]

- Install new mast and antenna
- Install new coax from antenna to gateway
- Install gateway and battery backup unit on new H frame
- Install ground rod and tie into existing power
- Perform QAQC and sweep test

STREET LIGHT POLES SITES (7)

Possible Site Locations: Find001, Find002, Find004, Find010, Find013, Find016, and Find017.

- Install new pipe mast offset from light pole for antenna
- Install new coax from antenna to gateway
- Install gateway and battery backup unit anchored to pole out of reach from ground
- Install solar panels on pole within 20’ of gateway
- Install ground rod

- Perform QAQC and sweep test

WELL SITES (9)
Possible Well Site Locations: Well 20, Well 29, Well 34, Well 36, Well 37, Well 57, Well 6, Well 61, and Well 7.

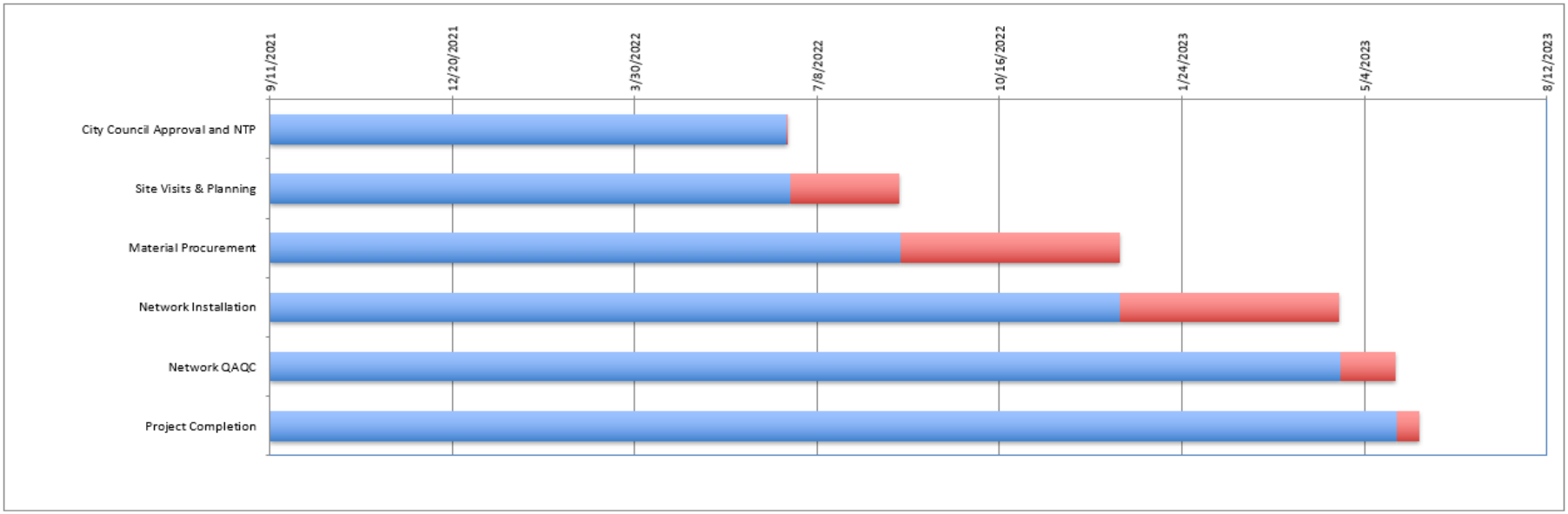
- Install new mast and antenna on new tower
- Install new coax from antenna to gateway
- Install gateway and battery backup unit on new H frame anchored to tower footing
- Install solar panels on new tower or asset within 20’ of gateway (when power unavailable)
- Install ground rod and tie to existing power unless solar
- Perform QAQC and sweep test

OTHER SITES (2)
Possible Site Locations: Agate and SthAve

- Install new 50’ tower and 5’x5’x5’ concrete footing
- Install new mast and antenna on new tower
- Install new coax from antenna to gateway
- Install gateway and battery backup unit on new H frame anchored to tower footing
- Install Solar panels on new tower within 20’ of gateway
- Install ground rod
- Perform QAQC and sweep test

7. AMI Fixed Network Implementation Schedule

Task Name	Start	End	Business Days	Duration
City Council Approval and NTP	6/21/2022	6/22/2022	1	1
Site Visits & Planning	6/23/2022	8/22/2022	42	60
Material Procurement	8/23/2022	12/20/2022	79	120
Network Installation	12/21/2022	4/20/2023	81	120
Network QAQC	4/21/2023	5/21/2023	21	30
Project Completion	5/22/2023	6/3/2023	9	12
		Total	**233**	**347**



8. Training Plan - Neptune AMI

Neptune Training Outline

Neptune will provide a training program for utility personnel including customer service, and in-house technical support personnel. The training will cover the overall system management and routine operation. The City's training facilities will be utilized to conduct all training classes.

Neptune proposes training all City staff involved with the AMI system including PC operators, supervisors, field crews and IT personnel. Neptune will provide the in-house technical support personnel with system configuration documentation as part of the training classes. Neptune will supply the City with standard training documentation for use during training classes. The following is an outline of the training to be provided on-site at City facilities.

The training agenda covers the topics below. We permit our trainers to take liberties and adjust the agenda topics, order, and length based upon the City's preference.

General AMI Network Infrastructure

a. Hardware of the AMI system
b. Data flow (communication) of the AMI system

AMI Endpoint

a. How it works
b. Features and Functionality
c. Installation
d. Troubleshooting

Field Training

a. Basic Operation of handheld and mobile devices
b. Meter readers are given practice time in the field
c. Troubleshooting

Host Software Training (Head-end)

a. General system overview
b. Terminology
c. How the system interfaces to CIS Billing System
d. Managing routes
e. Loading and unloading of field collection devices
f. System Health Dashboards
g. Customer Service Menu
h. Event Maintenance
i. Using and Creating Groups
j. Mapping Module (optional)
k. Table Maintenance
l. Generating report

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and Ferguson Enterprises, LLC. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to provide on-call sewer collection system repair services (the "Work"), which said agreement, dated June 15, 2021, and identified as water meter installation services 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 Thousand Dollars ($500,000) 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_____, 2022.

(SEAL)	(SEAL)
(Contractor)	(Surety)
	BY:
(Signature)	(Signature)
	_____
	_____
	Address:
(Seal and Notarial Acknowledgment of	Telephone ( )

Surety)

EXHIBIT "C"

BIDDER'S RATE SHEET

Location	Prop ID	Gateway	UPS	Solar Panel	Antenna	Installation	AMI Material	Equipment	Tower & Footing	Neptune MISC	Location Subtotal
Crafton	4Craftonn	$ 9,600.00	$ 2,090.00	$ -	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 19,831.00
Ford	4Ford	$ 9,600.00	$ 2,090.00	$ -	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 19,831.00
Well56	4Well56	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Countyr Club Res.	4Country	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 4,400.00	$ -	$ 26,416.00
Arroyo	4Arroyo	$ 9,600.00	$ 2,090.00	$ -	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ 665.00	$ 20,496.00
Texonia	4Texonia	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 21,716.00
Community	4Comunty	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 21,716.00
UBS City Building	"4Well41"	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 4,400.00	$ -	$ 26,416.00
Find001	4Find001	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 21,716.00
Find002	4Find002	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 21,716.00
Find004	4Find004	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 21,716.00
Find010	4Find010	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 21,716.00
Find013	4Find013	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 21,716.00
Find016	4Find016	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 21,716.00
Find017	4Find017	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 21,716.00
Well6	4Well6	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Well7	4Well7	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Well20	4Well20	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Well29	4Well29	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Well34	4Well34	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Well36	4Well36	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Well37	4Well37	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Well57	4Well57	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Well61	4Well61	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Agate	4Agate	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ -	$ -	$ 22,016.00
SthAve	4SthAve	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ -	$ -	$ 22,016.00
		$249,600.00	**$6,270.00**	**$91,425.00**	**$10,166.00**	**$133,250.00**	**$ 39,950.00**	**$32,500.00**	**$ 161,300.00**	**$ 665.00**	**$ 725,126.00**

Material Subtotal	**$ 591,211.00**
Labor Subtotal	**$ 133,915.00**
Tax (8.75%)	**$ 51,730.96**
Material & Labor Bond	**$ 6,500.00**
Total	**$ 783,356.96**

Gateway Installation Assumptions

- Collectors to be installed on existing City assets.
- Asset has structural capacity to support collector equipment.
- City responsible for the structural integrity of chosen assets if insufficient.
- City responsible for permitting or any required approvals.
- City responsible for trenching and concrete work, as needed.
- Dedicated 120v AC circuit power is available at "powered sites".
- Standard install includes up to 50-feet of above ground conduit to reach UPS/Gateway.
- Installation does not include trenching, asphalt cutting, demo, or concrete work.
- Installation hardware and practices determined by industry standards.
- Tank installs to utilize ladder for coax cable routing/supports.
- Coax and grounding to be ran free air. Conduit can be requested at an additional expense. for labor, materials, and possible equipment rentals.
- Excavation for tower footing, if necessary, does not include rocky soil.
- Utility to provide keys, contractor locks, or other means of immediate access to facilities.
- New towers quoted are aluminum tilting towers.
- Excavated soil disposed onsite or at alternate City location comes at no charge.
- Excavated soil disposed off-site, at non-City location comes with an added cost.
- Quote assumes all sites are accessible for heavy equipment and concrete trucks.
- Required use of concrete pump is not included in quote.
- Costs subject to change based on actual site conditions upon arrival.

Prop Study Assumptions

- Power requirements: 120V AC or SOLAR options.
- Backhaul requirements: Cellular Modem, Ethernet.
- FAA/ASR may be required for structures near airports or heights >200 feet.
- AM Tower detuning evaluations for structures within 3km, check LBA Group or Sitesafe.
- 10 feet minimum vertical separation from other 900MHz system antennas on structure.
- 3 feet – 4 feet standoff required for side mounting antenna on towers.
- Revised propagation analysis required for Gateway location or height changes.
- Spare gateway recommended for system maintenance.
- Complies with Part 15 of FCC Rules: May not cause harmful interference, and must accept any interference received, including interference that may cause undesired operation.
- Propagation Study based on typical noise level below – 120dBm, otherwise additional gateways could be required.
- MIUs mounted inside structures are not recommended for Fixed Network solutions. RF signal is affected differently by building materials used within structures and it is difficult to account for all types of construction. If the scope states inside MIU used for study, an average loss value is applied to the model. In situations, where inside MIUs do not perform as necessary, an external wall MIU or additional Gateways may be required.
- R900v4 enhanced propagation is preliminary, equipment specifications and system performance still required to validate propagation. Gateway V4 and R900v4 MIU (External Wall or Pit w/External Antenna) required, any older units will require replacement. The use of this Gateway propagation analysis should be done with this understanding and there is no guarantee of product or performance. Additional gateways could be required.

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.

FERGUSON ENTERPRISES, LLC.

By: _____ Date:_____

Jon Price, General Manager

"A City That Works"

City Council Meeting **K. 8.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Construction Contract with Baker Electric & Renewables LLC for an amount not-to-exceed $937,418 for the Highway Safety Improvement Program Cycle 8 Emergency Vehicle Preemption System Project, 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 that staff's recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine approval of a Construction Contract and construction of the Highway Safety Improvement Program Cycle 8 Emergency Vehicle Preemption System Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act;

2. I move to approve the Highway Safety Improvement Program Cycle 8 Emergency Vehicle Preemption System Project plans and specifications; and

3. I move to approve the Construction Contract with Baker Electric & Renewables, LLC for an amount not-to-exceed $937,418.

RECOMMENDATION:

Staff recommends City Council determine approval of a Construction Contract and construction of the Highway Safety Improvement Program Cycle 8 Emergency Vehicle Preemption System Project is 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 project plans and specifications, and award the Construction Contract to Baker Electric & Renewables, LLC for an amount not-to-exceed $937,418.

DISCUSSION:

In August 2016, staff submitted a $1,188,000 grant application to the California Department of Transportation (CalTrans) through the Highway Safety Improvement Program (HSIP) to install emergency vehicle preemption (EVP) devices on traffic signals throughout the City. The HSIP manages and distributes federal funds to assist local agencies to reduce fatalities and serious injuries on public streets. In November 2016, the City was notified that its Project was selected for funding through the HSIP Cycle 8 grant program, with a total award amount of $1,188,000.

The proposed EVP system detects electronic signals from emergency responder vehicles (Police, Fire, etc.), disrupts the normal traffic signal cycle, and provides a "green" signal phase for the vehicle to safely pass through an intersection. The goal of this project is to install preemptive devices on all existing traffic signals within the City's jurisdiction.

The HSIP grant funding has been used for preliminary engineering, and will be used for construction and construction engineering. On February 26, 2021, City Council executed an Agreement with AGA Engineers, Inc. to complete the construction plans, specifications, and cost estimates for the engineering phase of the project.

In March 2022, CalTrans authorized the City to proceed with construction of the Project, and staff advertised the Project. On May 19, 2022, the City Clerk’s office received and opened the following six (6) bids:

Bidder Summary Report	
Bidder	**Bid Amount**
1. Baker Electric & Renewables LLC, Escondido, CA	$852,199
2. Yunex LLC, Riverside, CA	$858,500
3. Crosstown electrical & Data, Inc., Irwindale, CA	$898,980
4. Elecnor Belco Electric, Inc., Chino, CA	*$951,068
5. Servitek Electric, Inc., Walnut, CA	$964,000
6. Bear Electrical Solutions, Inc. Alviso, CA	*$1,035,866

*Summation error on total bid price. The total bid amount was corrected and highlighted in the Bid Analysis to identify the summation error. The ranking order was not affected by the summation error.

Bids were reviewed by staff and Baker Electric & Renewables LLC was determined to be the lowest responsive and responsible bidder. Therefore, staff

recommends awarding a construction contract to Baker Electric & Renewables LLC in an amount not-to-exceed $937,418, which includes $85,219 for construction contingencies. The engineer’s estimate for the Project is $987,000.

The Project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act as this project involves the installation of new devices on existing traffic signals.

ALTERNATIVES:

City Council may deny staff's recommendation.

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, Engineering Manager

PREPARED BY:
Veronica Medina, Assistant Engineer

Fiscal Impact

Fiscal Year:	FY 21/22
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	200400
Discussion:	

There is no fiscal impact associated with this action. The FY 21/22 Governmental Grant Fund (200400) includes $990,000 for this project, all of which will be reimbursed by the CalTrans HSIP grant funding program after successful completion of the Project.

Attachments

A. Baker Electric & Renewables Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. Project Plans

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 21st day of June, 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 Baker Electric & Renewables LLC (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: HSIP Cycle 8 Emergency Vehicle Preemption System Citywide, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's HSIP Cycle 8 Emergency Vehicle Preemption System Citywide, Project No. 47026 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Nine Hundred Thirty-Seven Thousand Four Hundred Eighteen Dollars ($937,418) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. The Contract Sum includes in the amount not-to exceed of $85,219 for construction contingency. Construction contingency has been allocated to cover cost growth during the Project to be used at the sole discretion of City for costs resulting from City directed changes to the Work to be performed under the Contract or unforeseen site conditions and may not be spent entirely. 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 Seventy-Five (75) 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:_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
HSIP Cycle 8 Emergency Vehicle Preemption System Citywide
Project No. 47026

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 _____, 2022.

_____
(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 Baker Electric & Renewables LLC (hereinafter designated as "Principal") have entered into an agreement dated June 21, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as HSIP Cycle 8 Emergency Vehicle Preemption System Citywide, Project No. 47026 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 Nine Hundred Thirty-Seven Thousand Four Hundred Eighteen Dollars ($937,418) 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 _____, 2022.

(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 Baker Electric & Renewables LLC (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated June 21, 2022, and identified as HSIP Cycle 8 Emergency Vehicle Preemption System Citywide Project, Project No. 47026 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 Nine Hundred Thirty-Seven Thousand Four Hundred Eighteen dollars ($937,418) 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 _____, 2022.

(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 **19th day of May, 2022**, at **2:00 PM** on behalf of the Municipal Utilities and Engineering Department for **HSIPL – CYCLE 8 EMERGENCY VEHICLE PREEMPTION SYSTEM, PROJECT NO. 47026 FEDERAL PROJECT NO. HSIPL-5083 (020)**. 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	Addendum Issued (1)	Bid Amount
1	Baker Electric, Inc. Escondido, CA	YES	YES	1 Acknowledged	$ 852,199.00
2	Yunex LLC Riverside, CA	YES	YES	1 Acknowledged	$ 858,500.00
3	Crosstown Electrical & Data Inc. Irwindale, CA	YES	YES	1 Acknowledged	$ 898,980.00
4	Elecnor Belco Electric, Inc., Chino, CA	YES	YES	1 Acknowledged	$ 951,068.00
5	Servitek Electric, Inc. Walnut, CA	YES	YES	1 Acknowledged	$ 964,000.00
6	Bear Electrical Solutions, Inc. Alviso, CA	YES	YES	1 Acknowledged	$ 1,035,866.00

Jeanne Donaldson, City Clerk
City of Redlands, California

emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Goutam Dobey, Veronica Medina

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 47026 — BID DATE: 19-May-2022
HSIPL-Cycle 8 Emergency Vehicle Preemption System — EST. START DATE: 27-Jun-2022

Item No.	Bid Item	Quantity	Unit	Baker Electric & Renewables LLC		Yunex LLC		Crosstown Electrical & Data, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$43,196.00	$43,196.00	$9,899.00	$9,899.00	$30,000.00	$30,000.00
2	Demobilization	1	LS	$30,196.00	$30,196.00	$4,500.00	$4,500.00	$2,000.00	$2,000.00
3	Traffic Control	1	LS	$13,558.00	$13,558.00	$5,800.00	$5,800.00	$15,000.00	$15,000.00
4	Furnish and Install Emergency Vehicle Preemption System	91	EA	$6,141.00	$558,831.00	$7,000.00	$637,000.00	$7,200.00	$655,200.00
5	Furnish and Install Emergency Vehicle Preemption Equipment for Emergency Vehicles	23	EA	$4,711.00	$108,353.00	$4,800.00	$110,400.00	$4,600.00	$105,800.00
6	Furnish and Install ATC Controller Unit in Existing Type P or M Cabinet	7	EA	$8,616.00	$60,312.00	$8,000.00	$56,000.00	$8,000.00	$56,000.00
7	Furnish and Install ATC Controller Unit in Existing Type 332 Cabinet	3	EA	$10,650.00	$31,950.00	$10,000.00	$30,000.00	$9,700.00	$29,100.00
8	Reconnect Existing Emergency Vehicle Preemptions System	1	EA	$4,803.00	$4,803.00	$4,900.00	$4,900.00	$4,880.00	$4,880.00
9	Unforeseen work not covered within all other bid items	1	LS	$1,000.00	$1,000.00	$1.00	$1.00	$1,000.00	$1,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Bid Price				**$852,199.00**		**$858,500.00**		**$898,980.00**

License Status	Active	Active	Active
Sub's License Status	N/A	N/A	N/A
Bid Bond Company	Fidelity and Deposit Company of Maryland	Fidelity and Deposit Company of Maryland	Fidelity and Deposit Company of Maryland
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	N/A	N/A	N/A
DIR Status	Active	Active	Active
Error in Bid	No	No	No

Low Bidders #1, #2 and #3
Sheet 1 of 2

ATTACHMENT "C"

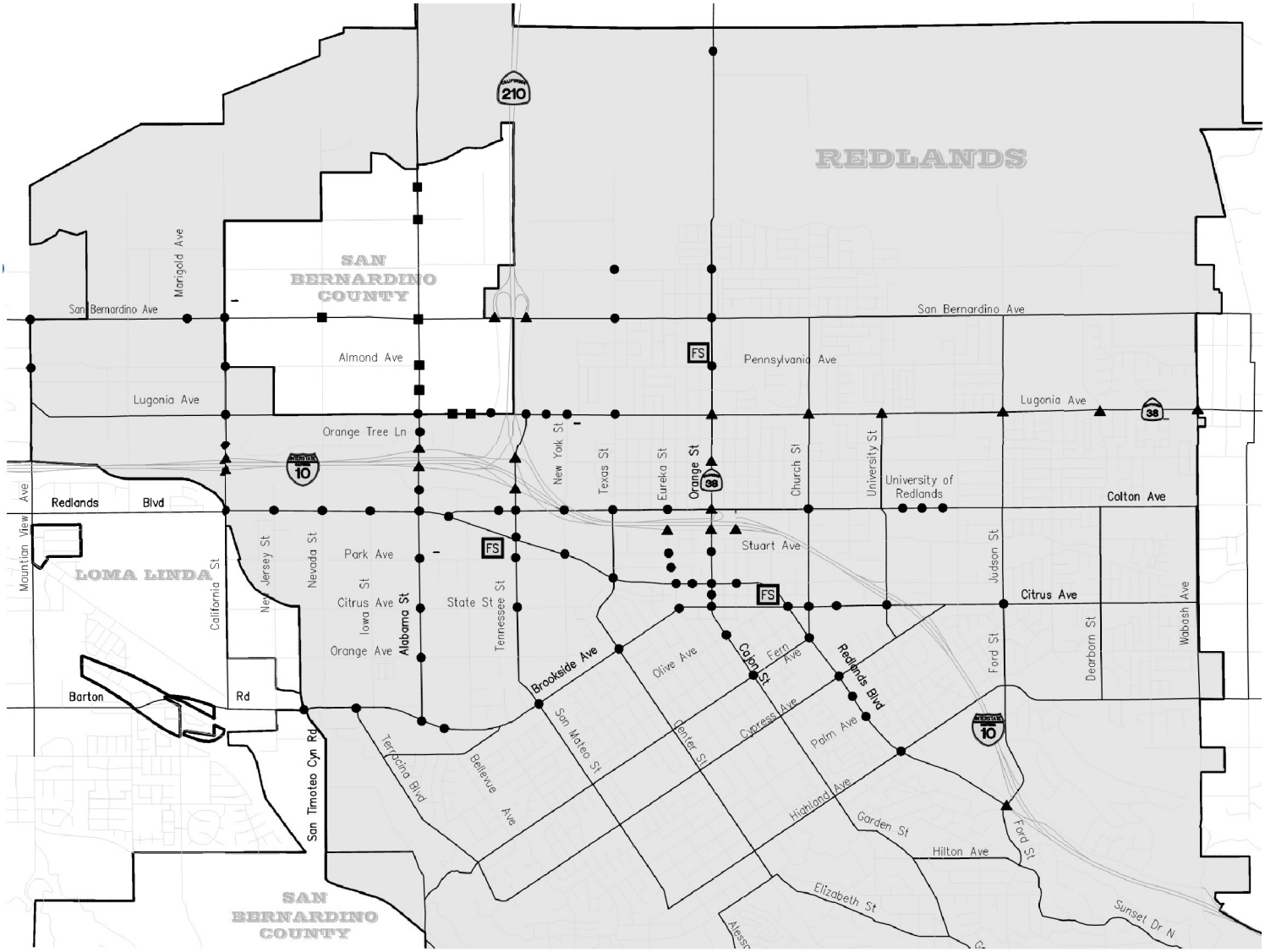
CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 47026 — BID DATE: 19-May-2022
HSIPL-Cycle 8 Emergency Vehicle Preemption System — EST. START DATE: 27-Jun-2022

Item No.	Bid Item	Quantity	Unit	Elecnor Belco Electric, Inc.		Servitek Electric, Inc.		Bear Electrical Solutions, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$30,000.00	$30,000.00	$12,000.00	$12,000.00	$35,000.00	$35,000.00
2	Demobilization	1	LS	$5,000.00	$5,000.00	$12,000.00	$12,000.00	$3,164.00	$3,164.00
3	Traffic Control	1	LS	$5,000.00	$5,000.00	$12,000.00	$12,000.00	$2,400.00	$2,400.00
4	Furnish and Install Emergency Vehicle Preemption System	91	EA	$7,549.00	$686,959.00	$7,000.00	$637,000.00	$8,300.00	$755,300.00
5	Furnish and Install Emergency Vehicle Preemption Equipment for Emergency Vehicles	23	EA	$5,365.00	$123,395.00	$6,000.00	$138,000.00	$6,000.00	$138,000.00
6	Furnish and Install ATC Controller Unit in Existing Type P or M Cabinet	7	EA	$8,362.00	$58,534.00	$10,000.00	$70,000.00	$9,000.00	$63,000.00
7	Furnish and Install ATC Controller Unit in Existing Type 332 Cabinet	3	EA	$10,493.00	$31,479.00	$11,000.00	$33,000.00	$11,000.00	$33,000.00
8	Reconnect Existing Emergency Vehicle Preemptions System	1	EA	$5,600.00	$5,600.00	$20,000.00	$20,000.00	$6,000.00	$6,000.00
9	Unforeseen work not covered within all other bid items	1	LS	$1,000.00	$1,000.00	$30,000.00	$30,000.00	$1.00	$1.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Bid Price				**$946,967.00**		**$964,000.00**		**$1,035,865.00**
				*** Summation Error**			*** Summation Error**		

License Status	Active	Active	Active
Sub's License Status	N/A	N/A	N/A
Bid Bond Company	Fidelity and Deposit Company of Maryland	Great Midwest Insurance Company	Harco National Insurance Company
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	N/A	N/A	N/A
DIR Status	Active	Active	Active
Error in Bid	Yes	No	Yes

Low Bidders #4, #5 and #6
Sheet 2 of 2



HSIP CYCLE 8
EMEREHNCY VEHICLE PREEMPTION SYSTEMS CITYWIDE

LEGEND:

- ● CITY OF REDLANDS TRAFFIC SIGNAL
- ■ COUNTY OF SAN BERNARDINO TRAFFIC SIGNAL
- ▲ CALTRANS TRAFFIC SIGNAL

City of REDLANDS "A CITY THAT WORKS"

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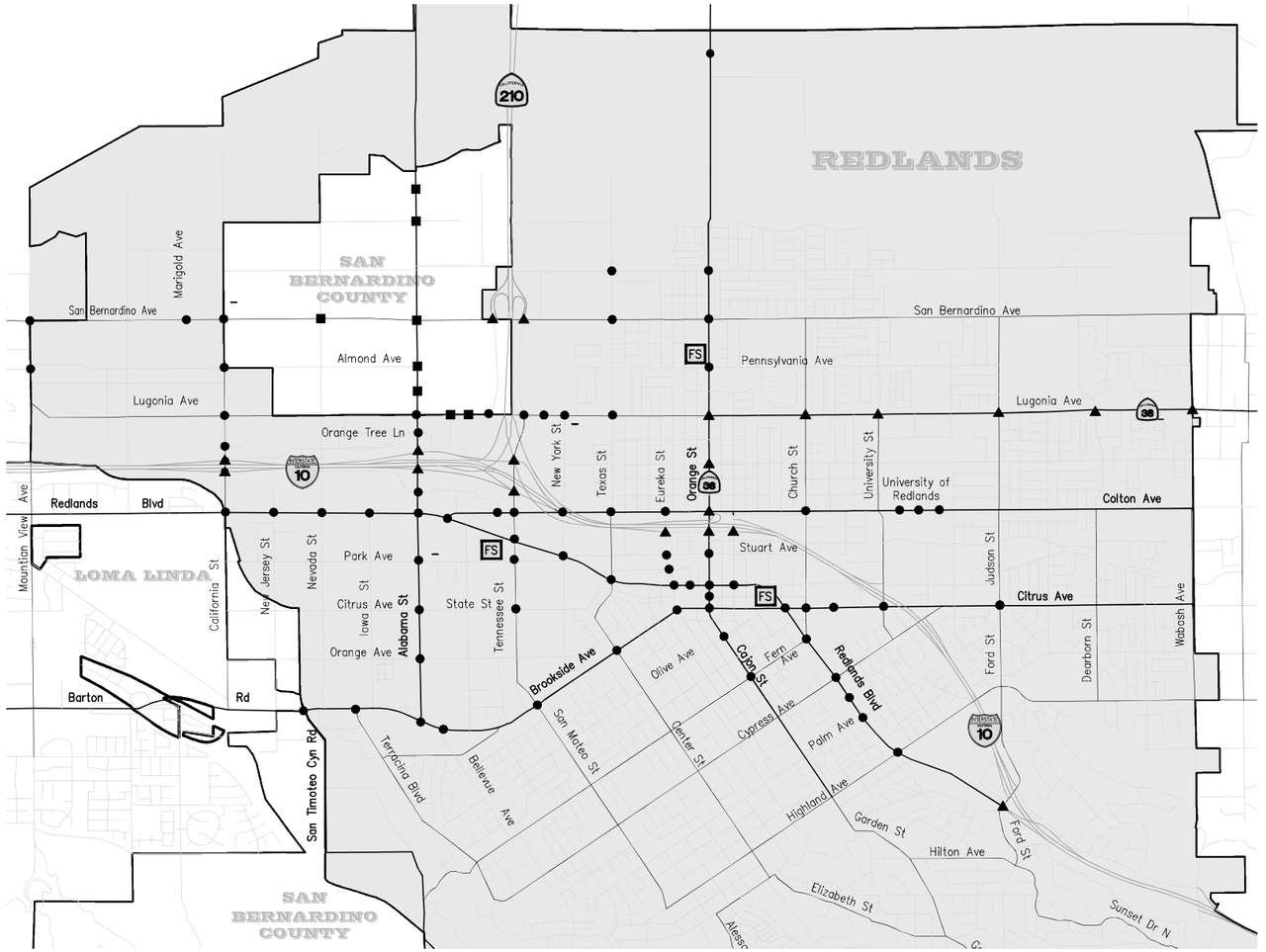
CITY OF REDLANDS

CITY PROJECT NO. 47026
EMERGENCY VEHICLE PREEMPTION SYSTEMS
CITYWIDE
FEDERAL PROJECT NO. HSIPL 5083 (020)

GENERAL NOTES :

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF REDLANDS STANDARDS AND SPECIFICATIONS, THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS 2018 AND STANDARD SPECIFICATIONS 2018, CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD 2014), AND AS DIRECTED BY THE CITY'S REPRESENTATIVE.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND NOTIFY ALL AFFECTED AGENCIES AND UTILITY COMPANIES A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION.
3. WHERE DAMAGE IS CAUSED BY THE CONTRACTOR'S OPERATIONS, THE CONTRACTOR SHALL AT HIS EXPENSE REPAIR OR REPLACE DAMAGED FACILITIES PROMPTLY IN ACCORDANCE WITH CALTRANS SPECIFICATIONS, TO THE SATISFACTION OF THE AFFECTED UTILITY, AND THE CITY ENGINEER.
4. ALL EXISTING EQUIPMENT AND MATERIALS REMOVED AS PART OF THE UPGRADE SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR OR SALVAGED TO THE CITY AT THE CITY'S REQUEST.
5. SPLICING OF CONDUCTORS IS NOT PERMITTED. CONDUCTOR CONNECTIONS WILL ONLY BE MADE AT THE TERMINAL COMPARTMENTS, AND CONTROLLERS UNLESS OTHERWISE INDICATED ON THE PLANS.
6. NO LANES MAY BE CLOSED OR OBSTRUCTED AT ANY TIME UNLESS SPECIFICALLY ALLOWED AND AS DIRECTED BY THE CITY ENGINEER.
7. THE CONTRACTOR SHALL ARRANGE TO HAVE AN EMERGENCY VEHICLE PREEMPTION SYSTEM TECHNICIAN QUALIFIED TO WORK ON THE SYSTEM AND EMPLOYED BY THE MANUFACTURER PRESENT AT THE TIME OF THE SYSTEM TURN ON.
8. THE EXACT LOCATION OF THE EMERGENCY VEHICLE PREEMPTION EQUIPMENT SHALL BE DETERMINED BY THE CITY ENGINEER AND THE MANUFACTURER'S REPRESENTATIVE IN THE FIELD.
9. THE CONTRACTOR SHALL PROVIDE ALL PATCH CORDS AND CABLING WITH APPROPRIATE CONNECTORS TO CONNECT ALL THE EXISTING/PROPOSED EQUIPMENT TO HAVE THE SYSTEM FULLY OPERATIONAL.
10. THE TRAFFIC SIGNALS SHALL REMAIN IN OPERATION AT ALL TIMES UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
11. THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC OPERATIONS ENGINEER 72 HOURS PRIOR TO CONSTRUCTION FOR SCHEDULING ALL INSPECTIONS.



SHEET INDEX

NO.	SHEET
1	TITLE SHEET
2	TRAFFIC SIGNAL IMPROVEMENT PLAN MOUNTAIN AVE AT ALMOND AVE AND SAN BERNARDINO AVE SAN BERNARDINO AVE AT MARIGOLD AVE AND CALIFORNIA AVE
3	TRAFFIC SIGNAL IMPROVEMENT PLAN CALIFORNIA ST AT ALMOND AVE, LUGONIA AVE, ORANGE TREE LANE, AND REDLANDS BLVD
4	TRAFFIC SIGNAL IMPROVEMENT PLAN REDLANDS BLVD AT NEW JERSEY ST, NEVADA ST, IOWA ST, AND COLTON AVE
5	TRAFFIC SIGNAL IMPROVEMENT PLAN ALABAMA ST AT LUGONIA AVE, ORANGE TREE LANE, INDUSTRIAL PARK AVE, AND REDLANDS BLVD
6	TRAFFIC SIGNAL IMPROVEMENT PLAN ALABAMA ST AT PARK AVE, CITRUS AVE, ORANGE AVE, AND BARTON RD
7	TRAFFIC SIGNAL IMPROVEMENT PLAN BARTON RD AT SAN TIMOTEO CANYON RD, TERRACINA BLVD, BELLEVUE AVE AND BROOKSIDE AVE AT CENTER ST
8	TRAFFIC SIGNAL IMPROVEMENT PLAN LUGONIA AVE AT INDIANA CT, CITRUS WAY, AND CITRUS PLAZA DR
9	TRAFFIC SIGNAL IMPROVEMENT PLAN LUGONIA AVE AT TENNESSEE ST, HOME DEPOT DWY, AND NEW YORK ST
10	TRAFFIC SIGNAL IMPROVEMENT PLAN TEXAS ST AT PIONEER AVE, SAN BERNARDINO AVE, LUGONIA AVE AND COLTON AVE
11	TRAFFIC SIGNAL IMPROVEMENT PLAN TENNESSEE ST AT REDLANDS BLVD, PARK AVE, STATE AVE AND BROOKSIDE AVE AT SAN MATEO ST
12	TRAFFIC SIGNAL IMPROVEMENT PLAN ORANGE ST AT HAUL RD, PIONEER AVE, SAN BERNARDINO AVE AND PENNSYLVANIA AVE
13	TRAFFIC SIGNAL IMPROVEMENT PLAN COLTON AVE AT INDUSTRIAL PARK AVE, TENNESSEE ST, NEW YORK ST AND EUREKA ST
14	TRAFFIC SIGNAL IMPROVEMENT PLAN REDLANDS BLVD AT NEW YORK ST, TEXAS ST, 3RD ST AND 6TH ST
15	TRAFFIC SIGNAL IMPROVEMENT PLAN EUREKA ST AT STUART AVE, ORIENTAL AVE, REDLANDS BLVD AND BROOKSIDE AVE
16	TRAFFIC SIGNAL IMPROVEMENT PLAN ORANGE ST AT STUART AVE, REDLANDS BLVD, STATE ST AND CITRUS AVE
17	TRAFFIC SIGNAL IMPROVEMENT PLAN COLTON AVE AT CHURCH ST, UNIVERSITY OF REDLANDS PEDESTRIAN XING (WEST) AND UNIVERSITY OF REDLANDS PEDESTRIAN XING (EAST)
18	TRAFFIC SIGNAL IMPROVEMENT PLAN CITRUS AVE AT CHURCH ST, HIGH SCHOOL PED XING, UNIVERSITY ST AND FORD ST
19	TRAFFIC SIGNAL IMPROVEMENT PLAN REDLANDS BLVD AT CYPRESS AVE, SHOPPING CENTER DWY, PALM AVE, AND HIGHLAND AVE
20	TRAFFIC SIGNAL IMPROVEMENT PLAN REDLANDS BLVD AT CITRUS AVE AND FERN AVE AND CAJON STREET AT OLIVE AVE AND FERN AVE
21	TRAFFIC SIGNAL IMPROVEMENT PLAN CALIFORNIA ST AT I-10 FWY EB RAMPS AND I-10 FWY WB RAMPS AND ALABAMA ST AT I-10 FWY EB RAMPS AND I-10 FWY WB RAMPS
22	TRAFFIC SIGNAL IMPROVEMENT PLAN SAN BERNARDINO AVE AT SR-210 EB RAMPS AND SR-210 WB RAMPS AND TENNESSEE ST AT I-10 FWY EB RAMPS AND I-10 FWY WB RAMPS
23	TRAFFIC SIGNAL IMPROVEMENT PLAN LUGONIA AVE AT WABASH AVE, DEARBORN ST AND JUDSON ST AND REDLANDS BLVD AT FORD ST
24	TRAFFIC SIGNAL IMPROVEMENT PLAN LUGONIA AVE AT UNIVERSITY ST, CHURCH ST AND ORANGE ST AND ORANGE ST AT BROCKTON AVE
25	TRAFFIC SIGNAL IMPROVEMENT PLAN ORANGE ST AT COLTON AVE AND PEARL AVE AT EUREKA ST, ORANGE ST AND 6TH ST

LEGEND:

- ● CITY OF REDLANDS TRAFFIC SIGNAL
- ■ COUNTY OF SAN BERNARDINO TRAFFIC SIGNAL
- ▲ CALTRANS TRAFFIC SIGNAL

N

VICINITY MAP
(NOT TO SCALE)

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835

UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No. 83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER RUBEN PERALES No. 83169 CIVIL STATE OF CALIFORNIA

AGA Job No. : 137-001
AGA File Name: Title_Sheet.dwg
Print Date : 4/19/2022
Last Revision : 4/19/2022

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

CITY OF REDLANDS
Municipal Utilities and Engineering Department

TITLE SHEET

EMERGENCY VEHICLE PREEMPTION SYSTEMS
FEDERAL PROJECT NO. HSIPL 5083 (020)

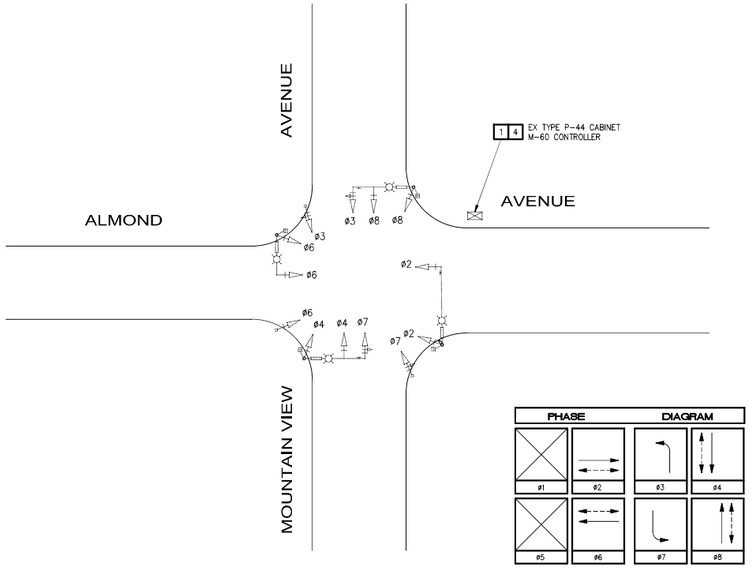
Designed by: G.H./R.P. Date: 2/1/22
Checked by: R.P. Date: 2/1/22
Drawn by: CEJ Date: 2/1/22
Checked by: Date:

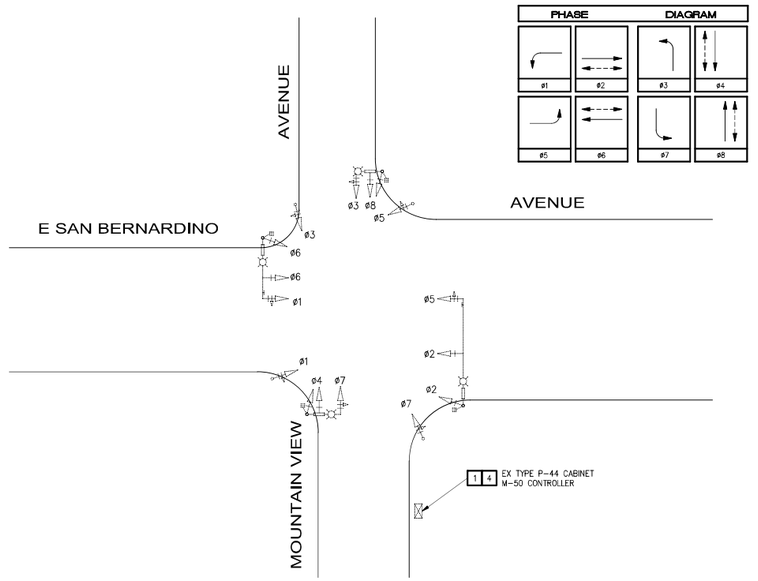
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: 4/20/22
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

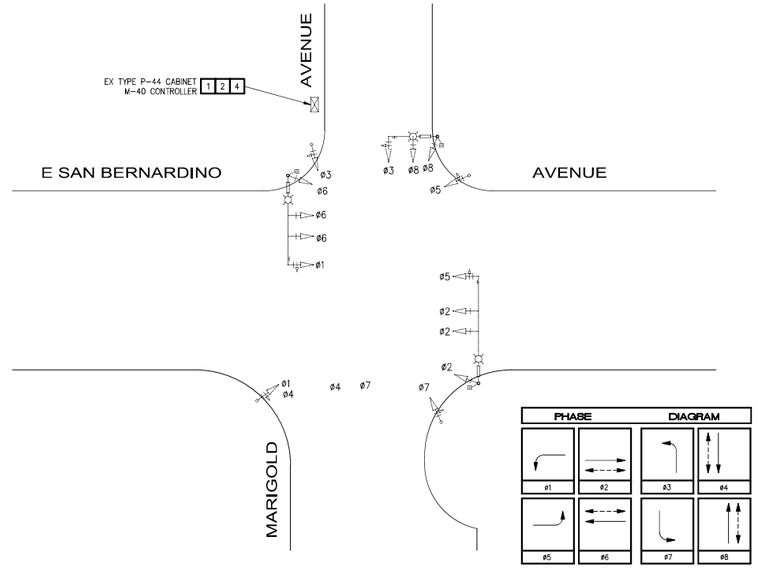
Sheet 1 of 25 Sheets
Scale: Horiz. N/A Vert. N/A

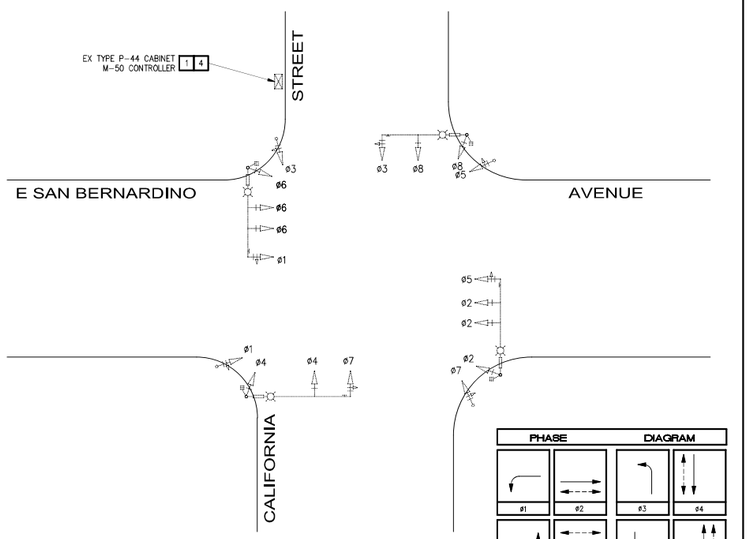
F-2392TS

Z:\AGA Engineers Inc. Projects\Redlands\137-001 EVP Design HSIPL\Drawings\Title_Sheet.dwg Plotted: 4/19/2022









CONSTRUCTION NOTES (THIS SHEET):

1 — FURNISH AND INSTALL NEW EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM IN EXISTING TRAFFIC SIGNAL CABINET PER CITY OF REDLANDS SPECIFICATIONS. CONTRACTOR SHALL FURNISH AND INSTALL NEW 900MHz ANTENNA MOUNTED ON TOP OF EXISTING TRAFFIC SIGNAL CABINET FOR RECEIVING EVP REQUEST, AND GPS/CELLULAR ANTENNA MOUNTED ON TOP OF EXISTING CABINET FOR RECEIVING REDUNDANT EVP REQUEST AND FOR TRANSFER OF DATA TO CLOUD BASED SYSTEM.

2 — REMOVE AND SALVAGE EXISTING CONTROLLER UNIT. FURNISH AND INSTALL NEW ECONOLITE COBALT CONTROLLER UNIT COMPLETE. FURNISH AND INSTALL D-PANEL AND CONNECTOR CABLE.

4 — REMOVE AND SALVAGE EXISTING EMERGENCY VEHICLE PREEMPTION (EVP) EQUIPMENT FROM EXISTING TRAFFIC SIGNAL CABINET.

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP1.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

LINE IS 2 INCHES AT FULL SIZE IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835

UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No. 83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER RUBEN PERALES No. 83169 CIVIL STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

TRAFFIC SIGNAL IMPROVEMENT PLAN
MOUNTAIN VIEW AVE AT ALMOND AVE AND
SAN BERNARDINO AVE, AND SAN BERNARDINO AVE AT
MARIGOLD AVE AND CALIFORNIA AVE

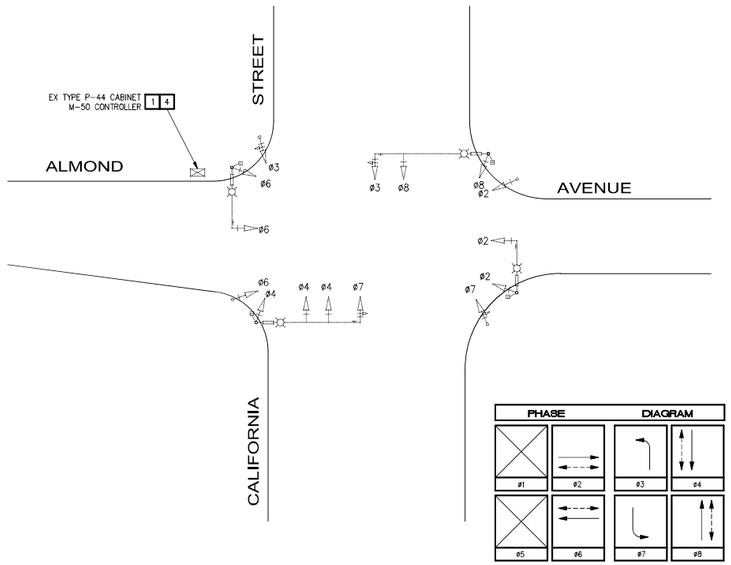
Designed by: G.H./R.P. Date: 12/3/21
Checked by: R.P. Date: 12/3/21
Drawn by: CEJ Date: 12/3/21
Checked by: Date:

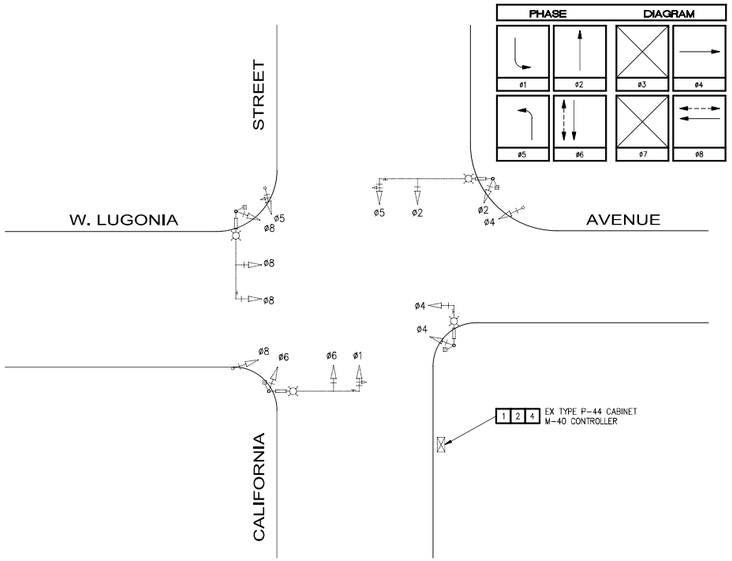
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: Boboy 4/20/22
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

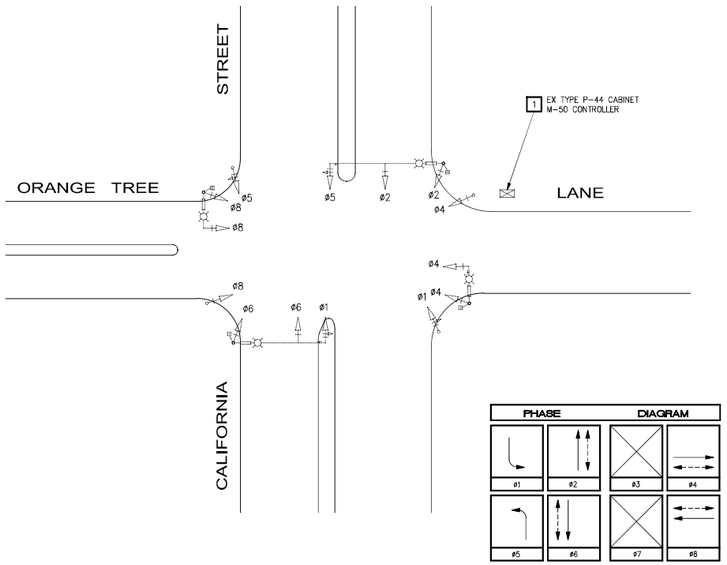
Sheet 2 of 25 Sheets
Scale: Horiz. 1"=40' Vert. N/A

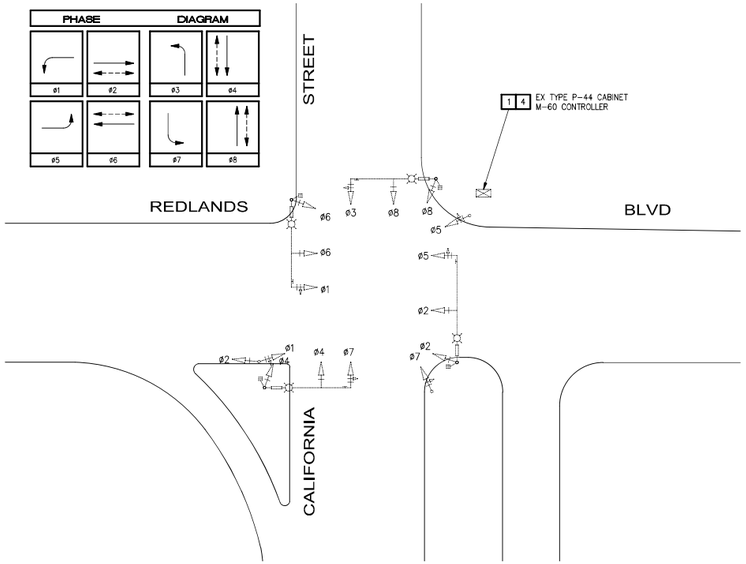
F-2392TS

Z:\AGA Engineers Inc Projects\Redlands\137-001 EVP Design HSIP Upgrade\Redlands_EVP1.dwg | Plotted: 4/19/2022









CONSTRUCTION NOTES (THIS SHEET):

1 — FURNISH AND INSTALL NEW EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM IN EXISTING TRAFFIC SIGNAL CABINET PER CITY OF REDLANDS SPECIFICATIONS. CONTRACTOR SHALL FURNISH AND INSTALL NEW 900MHz ANTENNA MOUNTED ON TOP OF EXISTING TRAFFIC SIGNAL CABINET FOR RECEIVING EVP REQUEST, AND GPS/CELLULAR ANTENNA MOUNTED ON TOP OF EXISTING CABINET FOR RECEIVING REDUNDANT EVP REQUEST AND FOR TRANSFER OF DATA TO CLOUD BASED SYSTEM.

2 — REMOVE AND SALVAGE EXISTING CONTROLLER UNIT. FURNISH AND INSTALL NEW ECONOLITE COBALT CONTROLLER UNIT COMPLETE. FURNISH AND INSTALL D-PANEL AND CONNECTOR CABLE.

4 — REMOVE AND SALVAGE EXISTING EMERGENCY VEHICLE PREEMPTION (EVP) EQUIPMENT FROM EXISTING TRAFFIC SIGNAL CABINET.

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP1.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No.83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER
RUBEN PERALES
No. 83169
CIVIL
STATE OF CALIFORNIA

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

CITY OF REDLANDS
Municipal Utilities and Engineering Department

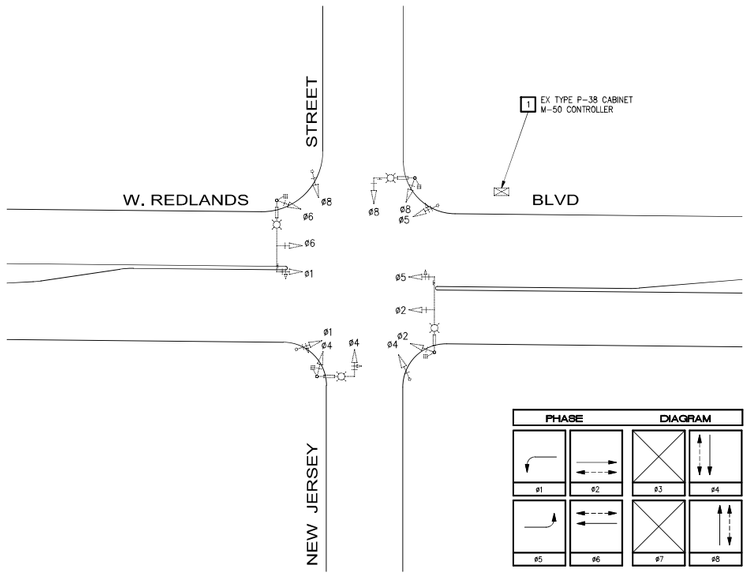
TRAFFIC SIGNAL IMPROVEMENT PLAN
CALIFORNIA ST AT ALMOND AVE, LUGONIA AVE, ORANGE TREE LANE, AND REDLANDS BLVD

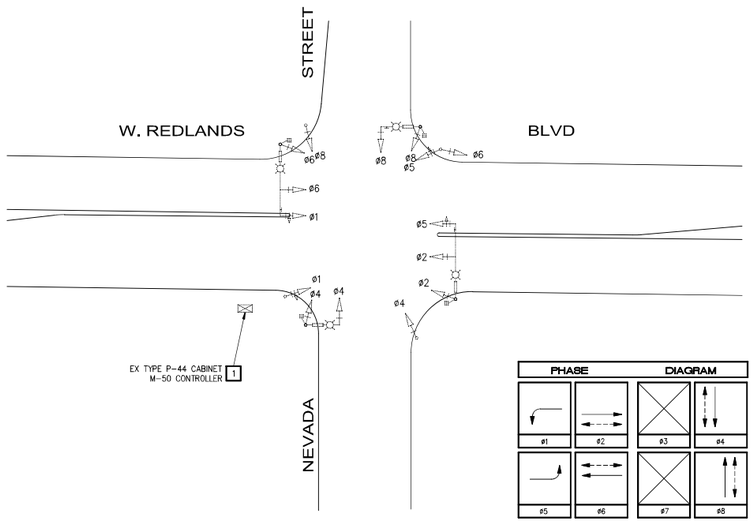
Designed by: G.H./R.P. Date: 12/3/21
Checked by: R.P. Date: 12/3/21
Drawn by: CEJ Date: 12/3/21
Checked by: Date:

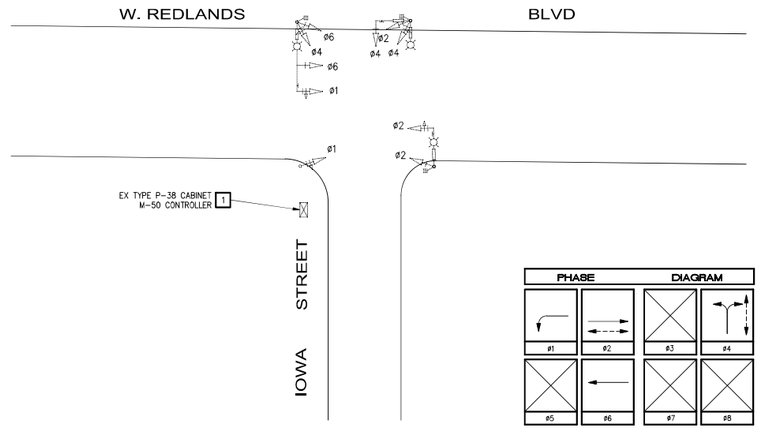
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: 4/20/22
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

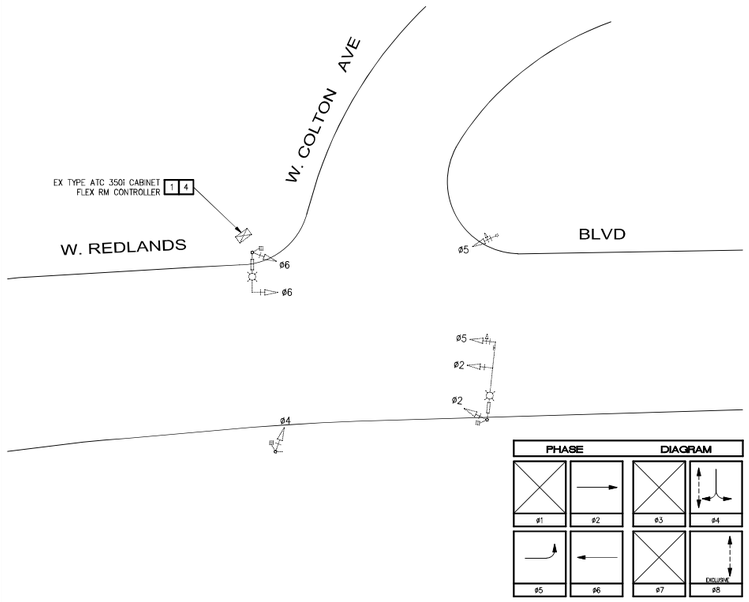
Sheet 3 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A

F-2392TS









CONSTRUCTION NOTES (THIS SHEET):

1 – FURNISH AND INSTALL NEW EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM IN EXISTING TRAFFIC SIGNAL CABINET PER CITY OF REDLANDS SPECIFICATIONS. CONTRACTOR SHALL FURNISH AND INSTALL NEW 900MHz ANTENNA MOUNTED ON TOP OF EXISTING TRAFFIC SIGNAL CABINET FOR RECEIVING EVP REQUEST, AND GPS/CELLULAR ANTENNA MOUNTED ON TOP OF EXISTING CABINET FOR RECEIVING REDUNDANT EVP REQUEST AND FOR TRANSFER OF DATA TO CLOUD BASED SYSTEM.

4 – REMOVE AND SALVAGE EXISTING EMERGENCY VEHICLE PREEMPTION (EVP) EQUIPMENT FROM EXISTING TRAFFIC SIGNAL CABINET.

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP1.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

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BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

Revisions

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
aggengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No.83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER
RUBEN PERALES
No. 83169
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

TRAFFIC SIGNAL IMPROVEMENT PLAN

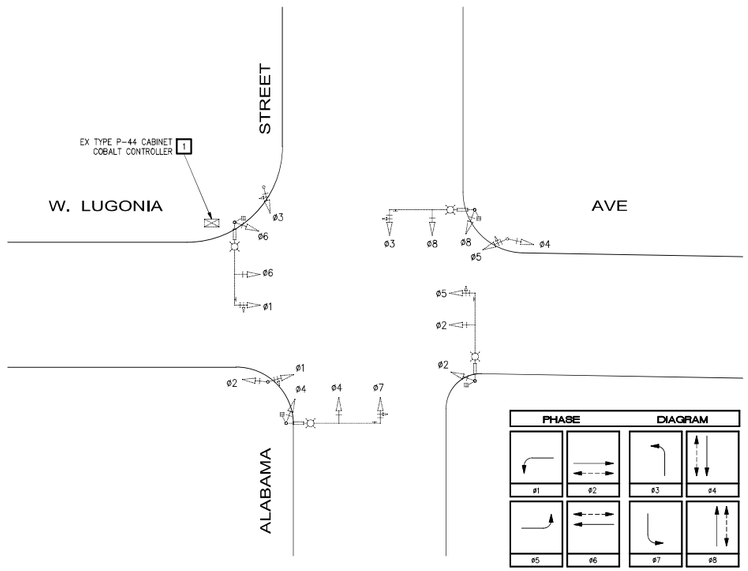
REDLANDS BLVD AT NEW JERSEY ST, NEVADA ST, IOWA ST, AND COLTON AVE

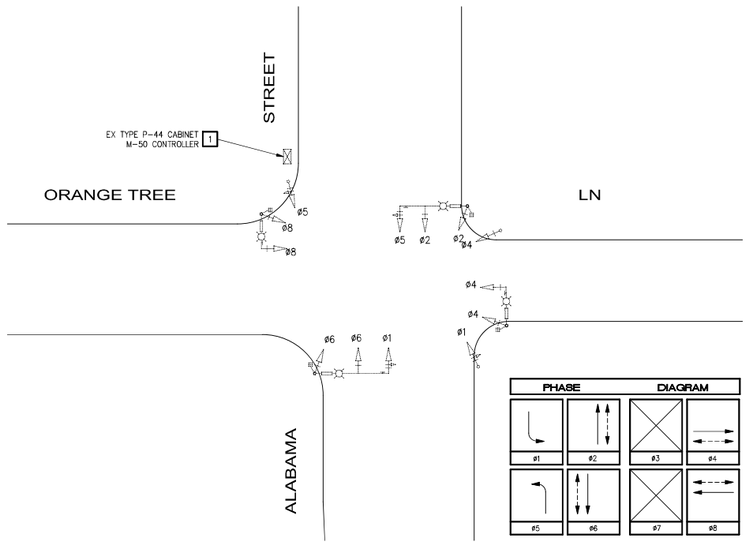
Designed by: G.H./R.P. Date: 12/3/21
Checked by: R.P. Date: 12/3/21
Drawn by: CEJ Date: 12/3/21
Checked by: Date:

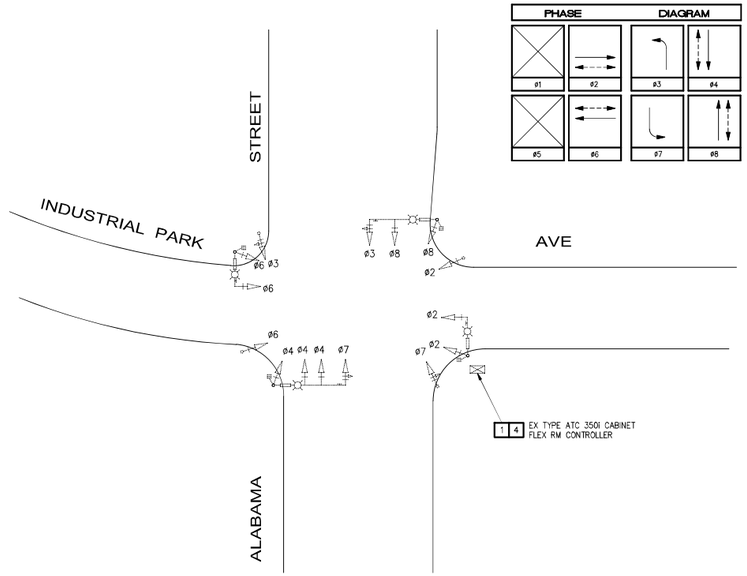
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: Gautam K. Dobey 4/20/22
Gautam K. Dobey, Engineering Manager, R.C.E. 75646 Date

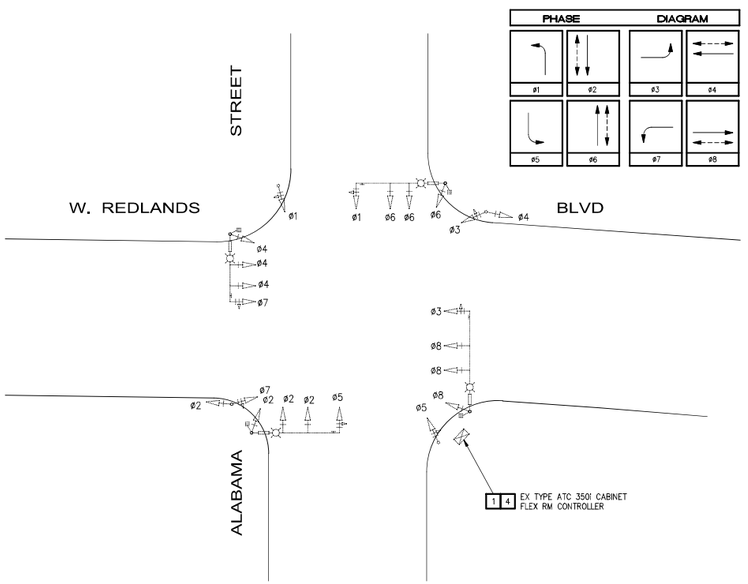
Sheet 4 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A

F-2392TS









CONSTRUCTION NOTES (THIS SHEET):

1 – FURNISH AND INSTALL NEW EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM IN EXISTING TRAFFIC SIGNAL CABINET PER CITY OF REDLANDS SPECIFICATIONS. CONTRACTOR SHALL FURNISH AND INSTALL NEW 900MHz ANTENNA MOUNTED ON TOP OF EXISTING TRAFFIC SIGNAL CABINET FOR RECEIVING EVP REQUEST, AND GPS/CELLULAR ANTENNA MOUNTED ON TOP OF EXISTING CABINET FOR RECEIVING REDUNDANT EVP REQUEST AND FOR TRANSFER OF DATA TO CLOUD BASED SYSTEM.

4 – REMOVE AND SALVAGE EXISTING EMERGENCY VEHICLE PREEMPTION (EVP) EQUIPMENT FROM EXISTING TRAFFIC SIGNAL CABINET.

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP1.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
aggengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No. 83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER
RUBEN PERALES
No. 83169
CIVIL
STATE OF CALIFORNIA

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

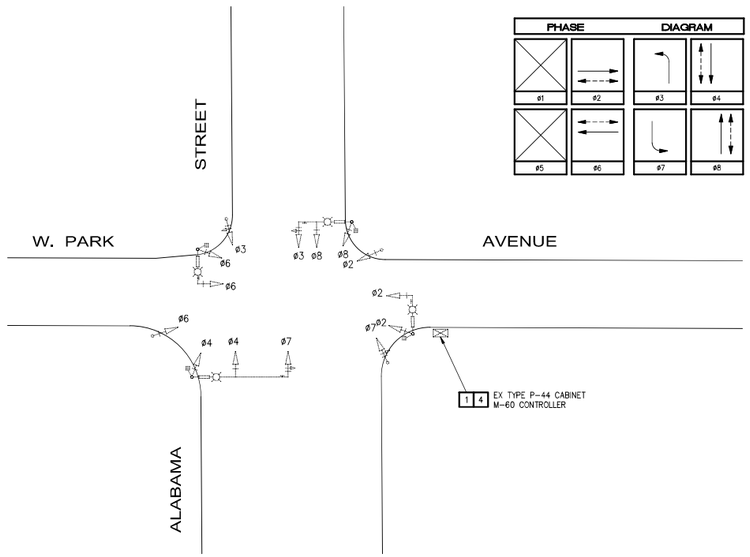
CITY OF REDLANDS
Municipal Utilities and Engineering Department

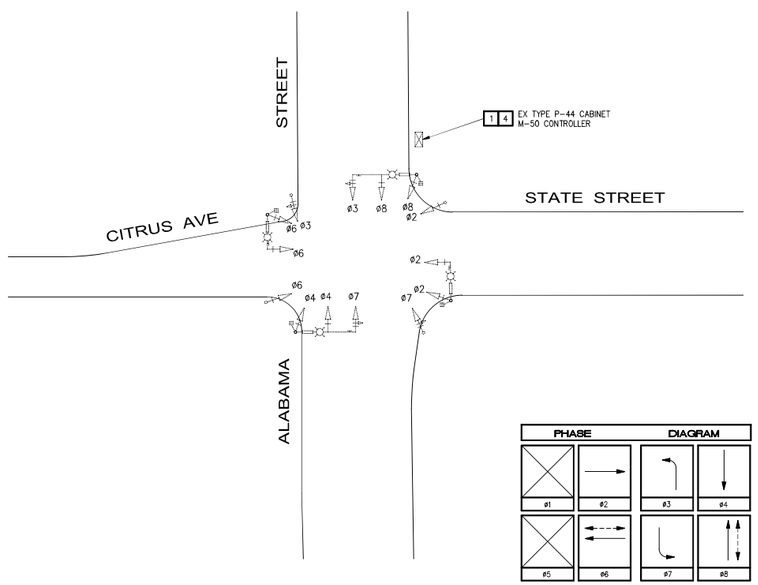
TRAFFIC SIGNAL IMPROVEMENT PLAN
ALABAMA ST AT LUGONIA AVE, ORANGE TREE LANE, INDUSTRIAL PARK AVE, AND REDLANDS BLVD

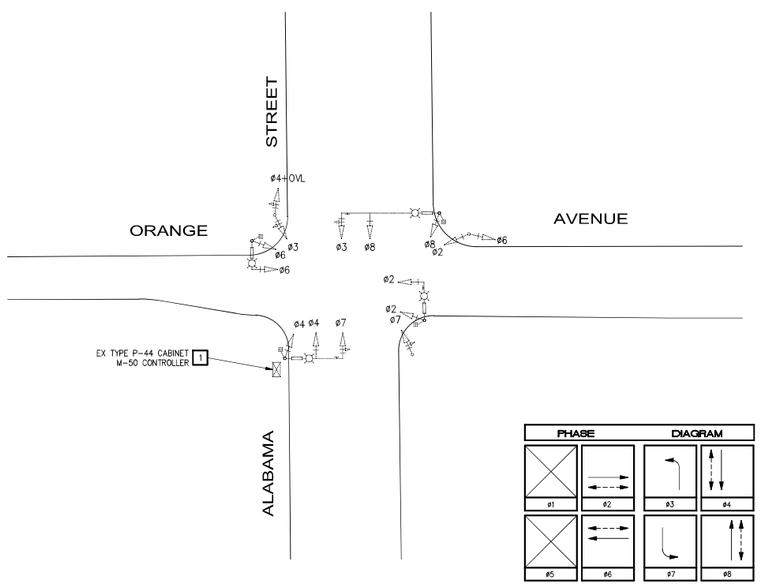
Designed by: G.H./R.P.
Date: 12/3/21
Checked by: R.P.
Date: 12/3/21
Drawn by: CEJ
Date: 12/3/21
Checked by:
Date:

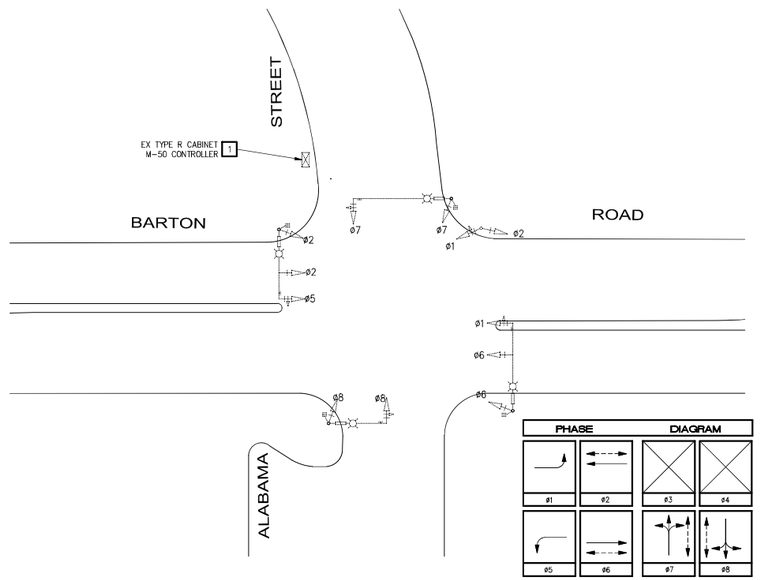
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: Goutam K. Dobey 4/20/22
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date
Sheet 5 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A

F-2392TS









CONSTRUCTION NOTES (THIS SHEET):

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4 — REMOVE AND SALVAGE EXISTING EMERGENCY VEHICLE PREEMPTION (EVP) EQUIPMENT FROM EXISTING TRAFFIC SIGNAL CABINET.

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP1.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No.83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER
RUBEN PERALES
No. 83169
CIVIL
STATE OF CALIFORNIA

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

Revisions

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CITY OF REDLANDS
Municipal Utilities and Engineering Department

TRAFFIC SIGNAL IMPROVEMENT PLAN

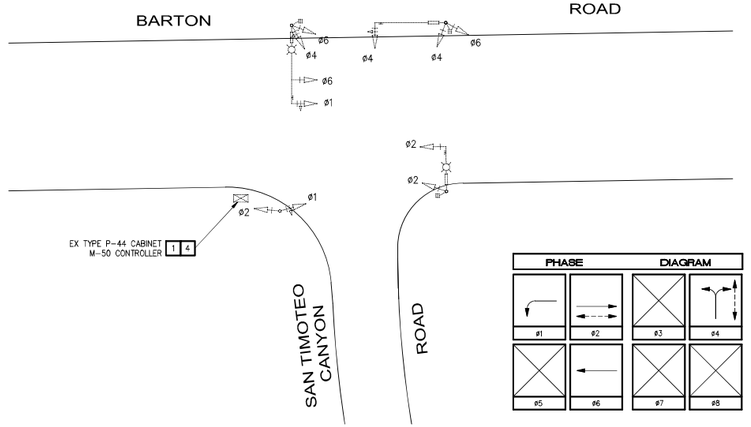
ALABAMA ST AT PARK AVE, CITRUS AVE, ORANGE AVE, AND BARTON RD

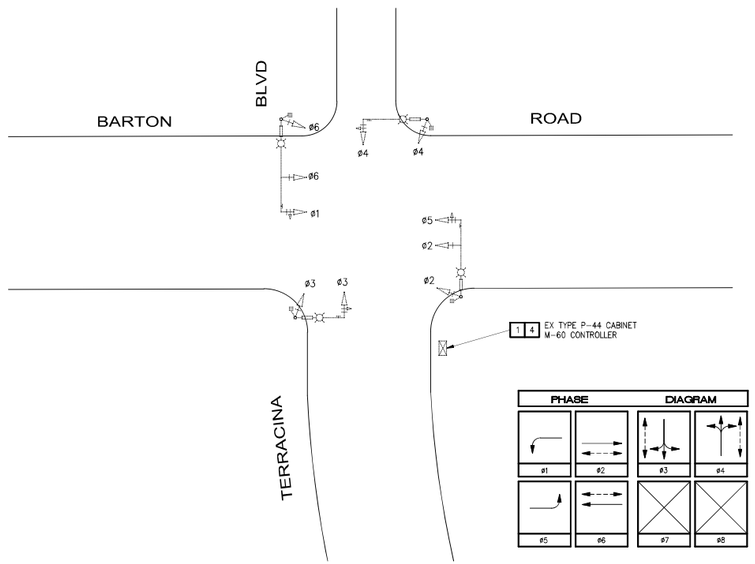
F-2392TS

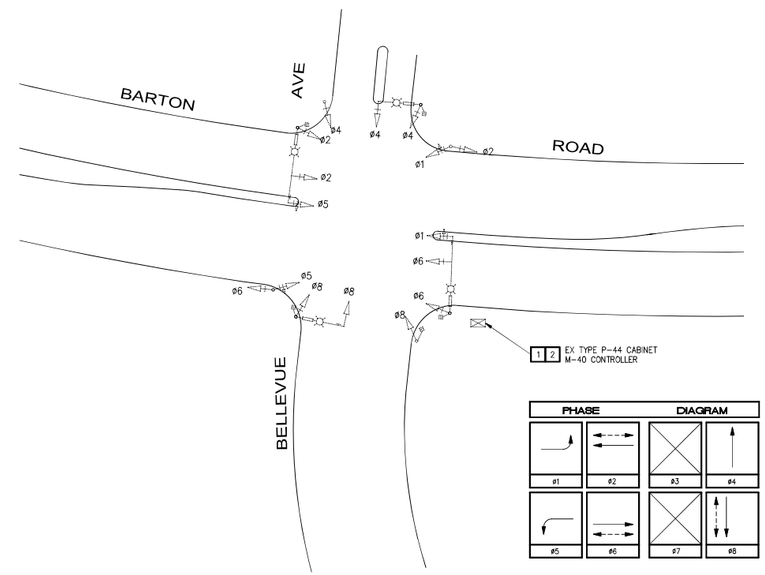
Designed by: G.H./R.P.
Date: 12/3/21
Checked by: R.P.
Date: 12/3/21
Drawn by: CEJ
Date: 12/3/21
Checked by:
Date:

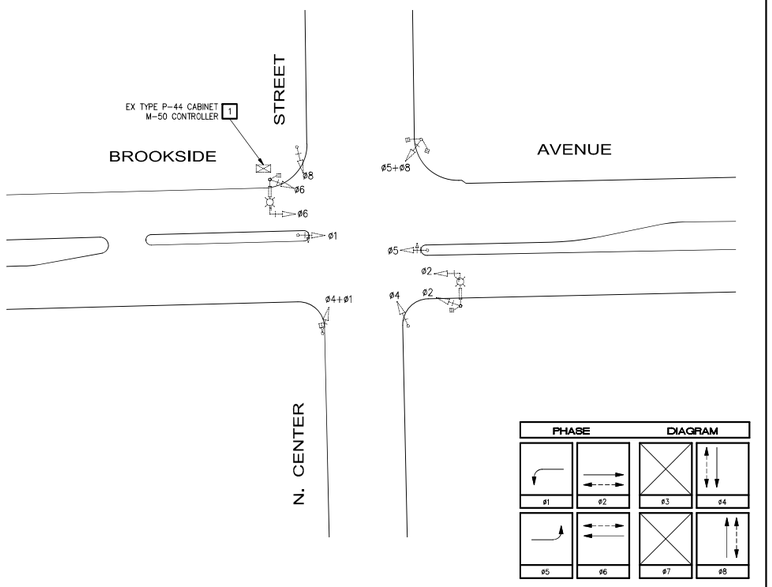
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: Goutam K. Dobey 4/20/22
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

Sheet 6 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A









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2 — REMOVE AND SALVAGE EXISTING CONTROLLER UNIT. FURNISH AND INSTALL NEW ECONOLITE COBALT CONTROLLER UNIT COMPLETE. FURNISH AND INSTALL D-PANEL AND CONNECTOR CABLE.

4 — REMOVE AND SALVAGE EXISTING EMERGENCY VEHICLE PREEMPTION (EVP) EQUIPMENT FROM EXISTING TRAFFIC SIGNAL CABINET.

SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP1.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No.83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER — RUBEN PERALES — No. 83169 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

TRAFFIC SIGNAL IMPROVEMENT PLAN
BARTON RD AT SAN TIMOTEO CANYON RD,
TERRACINA BLVD, BELLEVUE AVE, AND
BROOKSIDE AVE AT CENTER ST

F-2392TS

Designed by: G.H./R.P. Date: 12/3/21
Checked by: R.P. Date: 12/3/21
Drawn by: CEJ Date: 12/3/21
Checked by: Date:

Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: 4/20/22
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

Sheet 7 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

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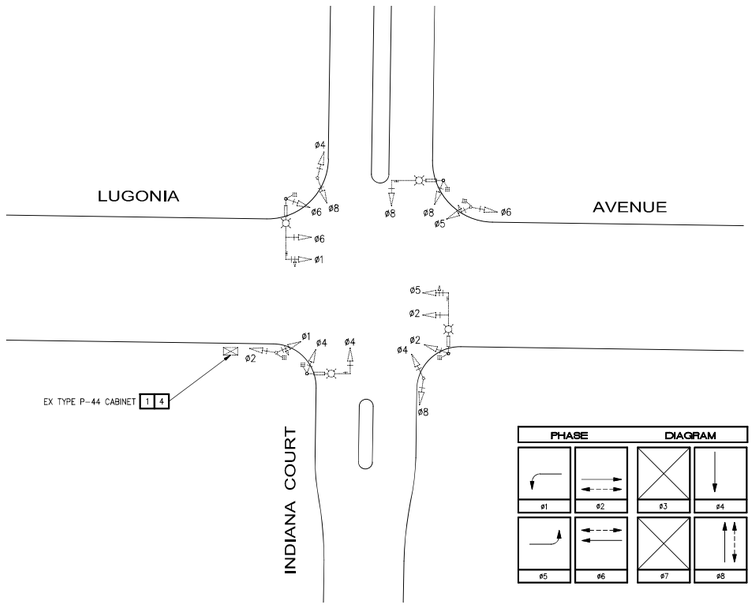

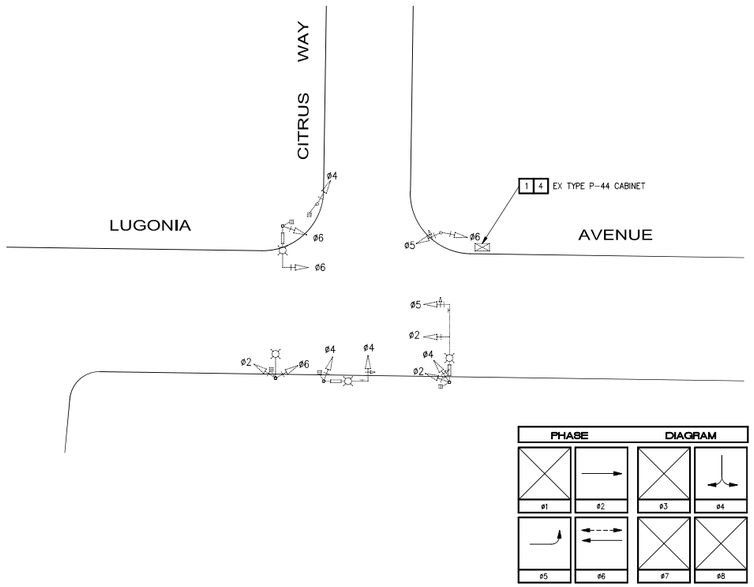

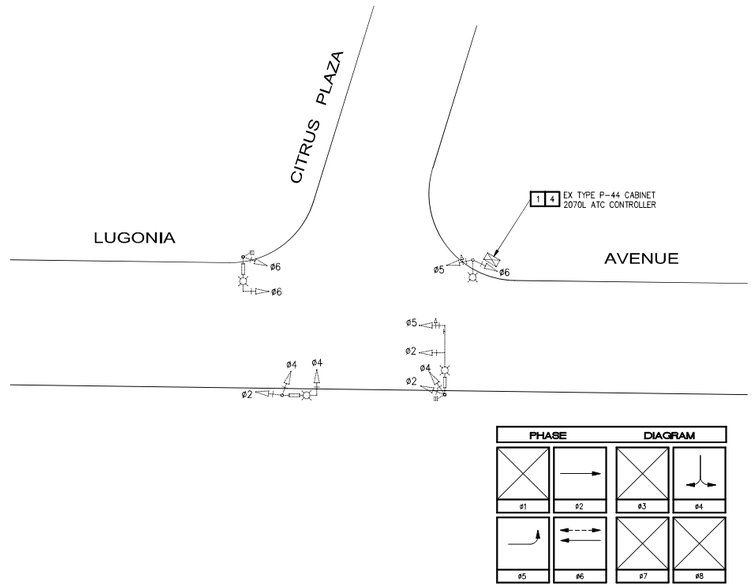

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SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP1.dwg
Print Date : 1/4/2021
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PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
aggengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835

UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No. 83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER RUBEN PERALES No. 83169 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

TRAFFIC SIGNAL IMPROVEMENT PLAN
LUGONIA AVE AT INDIANA CT, CITRUS WAY,
AND CITRUS PLAZA DR

F-2392TS

Designed by: G.H./R.P. Date: 12/3/21
Checked by: R.P. Date: 12/3/21
Drawn by: CEJ Date: 12/3/21
Checked by: Date:

Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: 4/20/22
Gautam K. Dabey, Engineering Manager, R.C.E. 75646 Date

Sheet 8 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

Revisions

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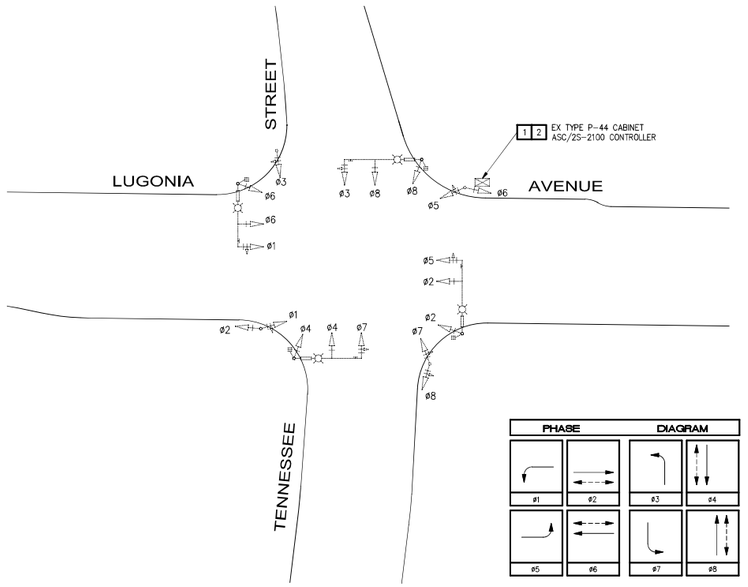

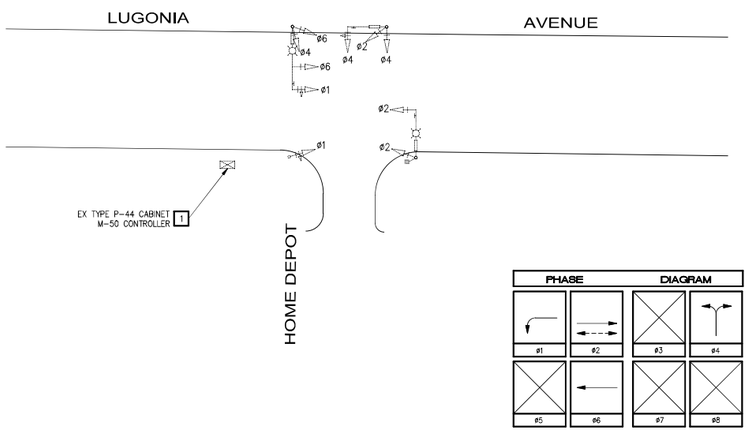

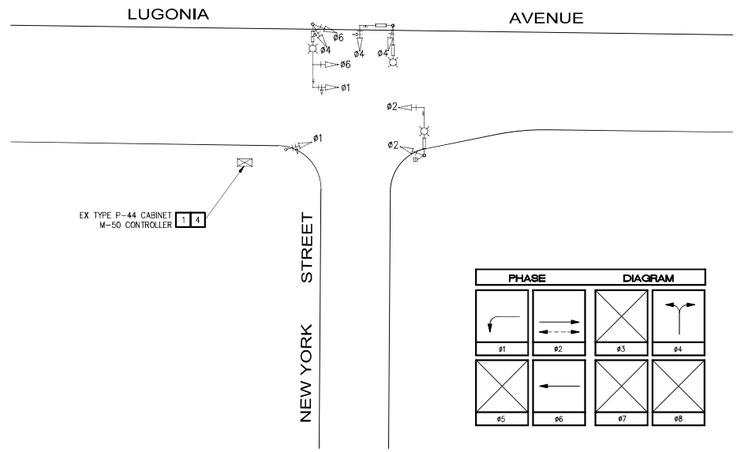

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2 – REMOVE AND SALVAGE EXISTING CONTROLLER UNIT. FURNISH AND INSTALL NEW ECONOLITE COBALT CONTROLLER UNIT COMPLETE. FURNISH AND INSTALL D-PANEL AND CONNECTOR CABLE.

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SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP1.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No.83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER RUBEN PERALES No. 83169 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

TRAFFIC SIGNAL IMPROVEMENT PLAN
LUGONIA AVE AT TENNESSEE ST, HOME DEPOT DWY, AND NEW YORK ST

F-2392TS

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

Revisions

Designed by: G.H./R.P. Date: 12/3/21
Checked by: R.P. Date: 12/3/21
Drawn by: CEJ Date: 12/3/21
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Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: Goutam K. Dobey 4/20/22
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

Sheet 9 of 25 Sheets
Scale: Horiz. 1"=40'
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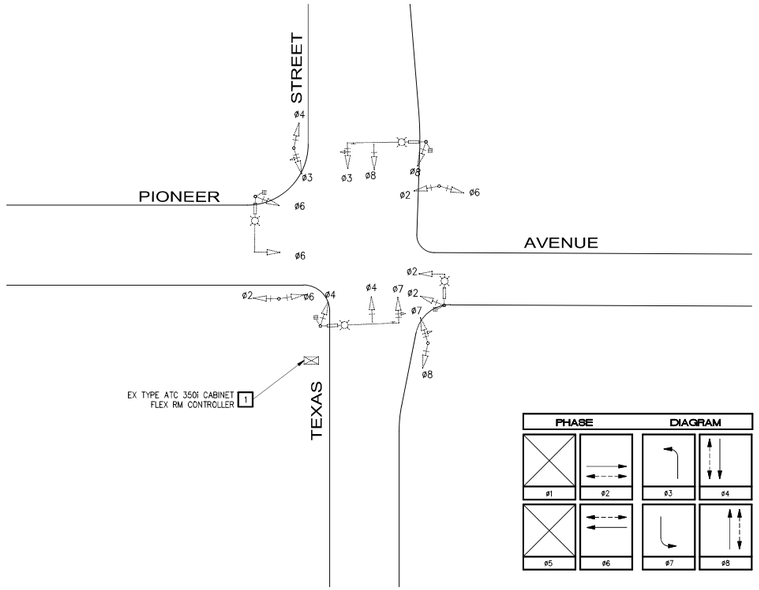

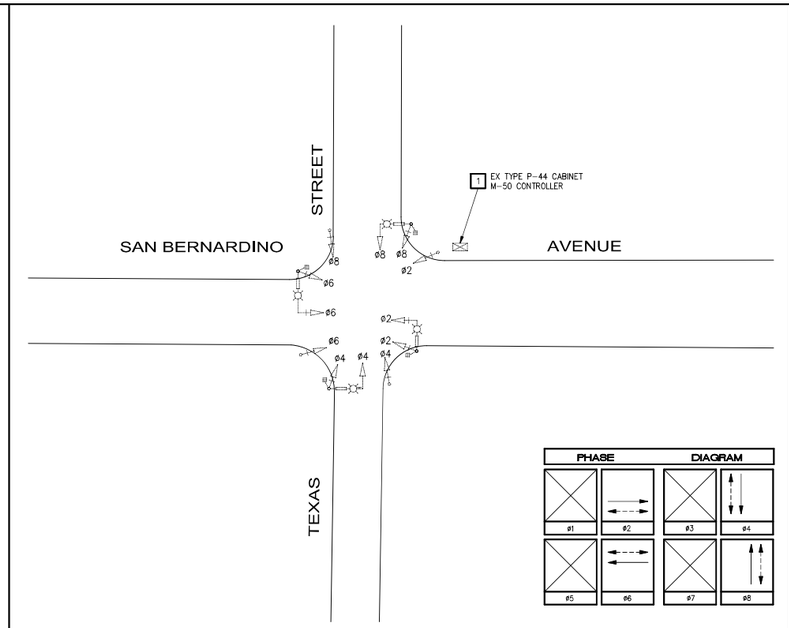

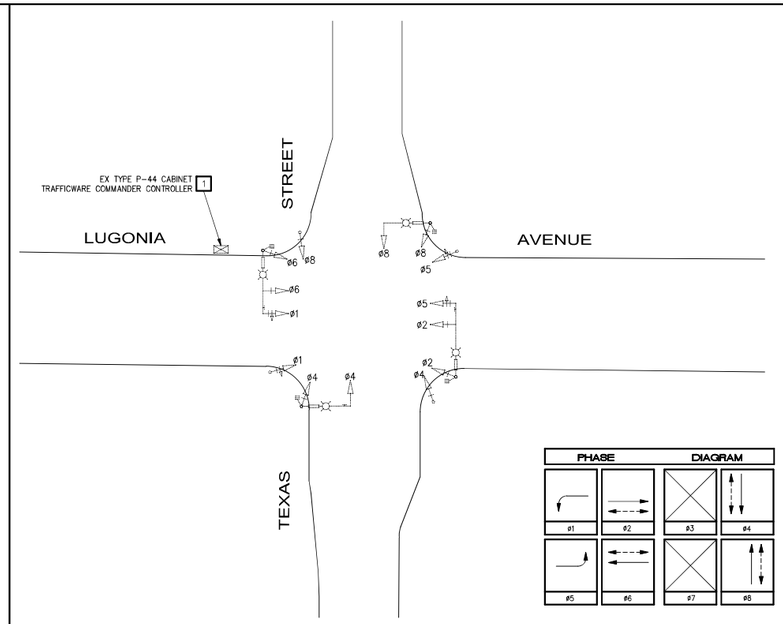

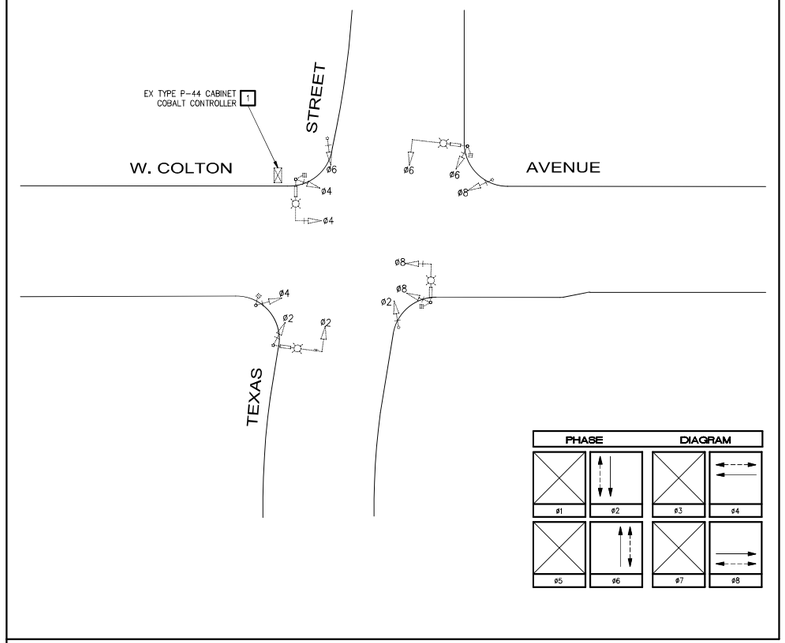

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Last Revision : 1/4/2021

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PLANS PREPARED BY:
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(714) 992-4592
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211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No.83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER
RUBEN PERALES
No. 83169
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

TRAFFIC SIGNAL IMPROVEMENT PLAN

TEXAS ST AT PIONEER AVE, SAN BERNARDINO AVE, LUGONIA AVE, AND COLTON AVE

F-2392TS

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

Revisions

Designed by: G.H./R.P. Date: 12/3/21
Checked by: R.P. Date: 12/3/21
Drawn by: CEJ Date: 12/3/21
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Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
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Sheet 10 of 25 Sheets
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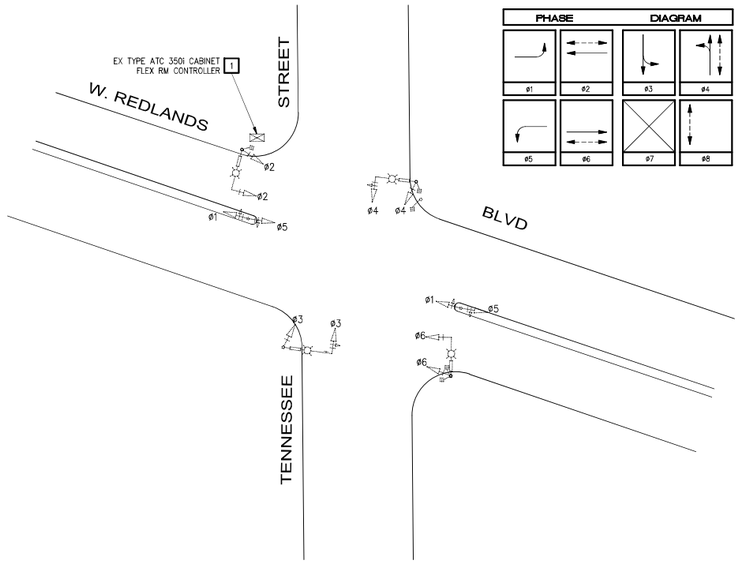
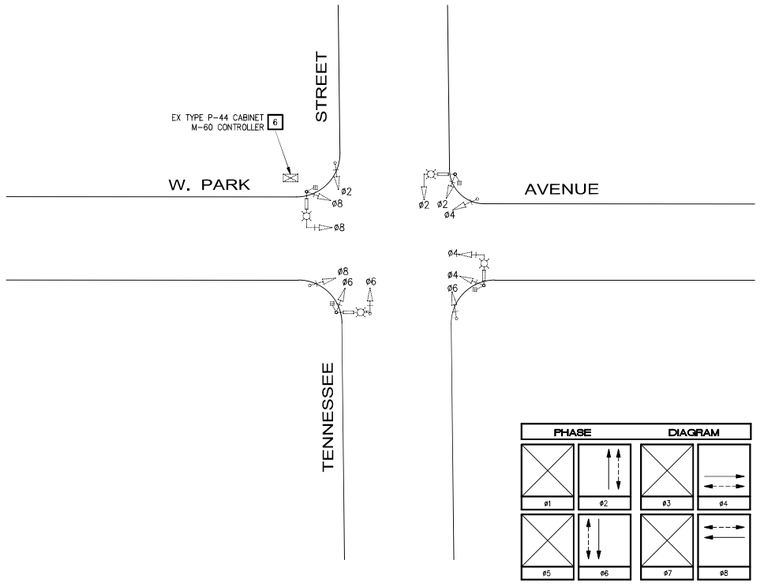
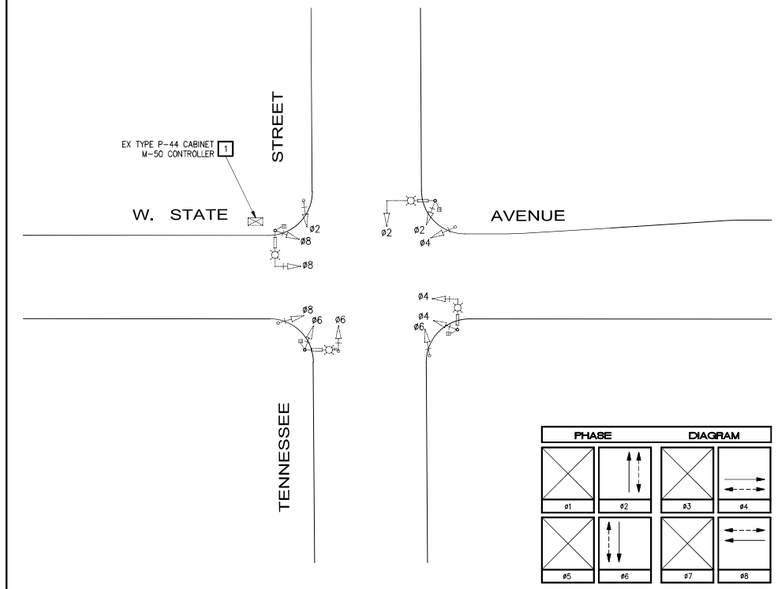
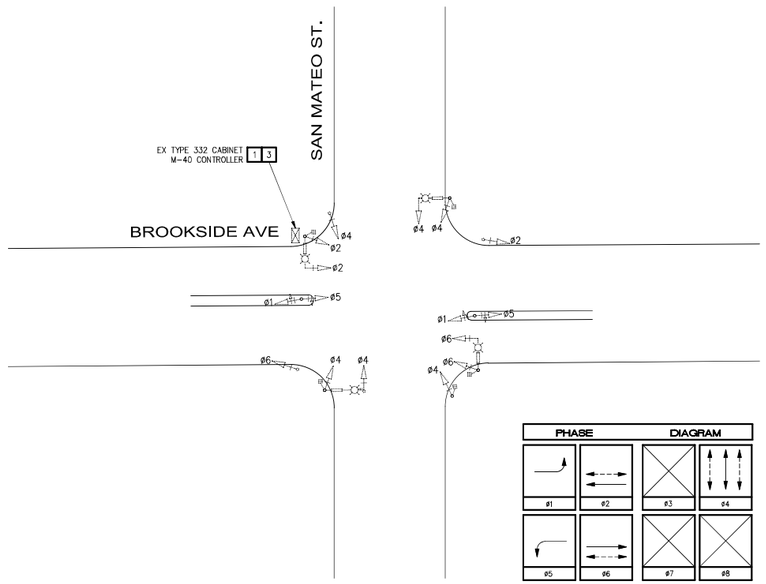








CONSTRUCTION NOTES (THIS SHEET):

1 – FURNISH AND INSTALL NEW EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM IN EXISTING TRAFFIC SIGNAL CABINET PER CITY OF REDLANDS SPECIFICATIONS. CONTRACTOR SHALL FURNISH AND INSTALL NEW 900MHz ANTENNA MOUNTED ON TOP OF EXISTING TRAFFIC SIGNAL CABINET FOR RECEIVING EVP REQUEST, AND GPS/CELLULAR ANTENNA MOUNTED ON TOP OF EXISTING CABINET FOR RECEIVING REDUNDANT EVP REQUEST AND FOR TRANSFER OF DATA TO CLOUD BASED SYSTEM.

3 – REMOVE AND SALVAGE EXISTING CONTROLLER UNIT. FURNISH AND INSTALL NEW RACK MOUNTED ECONOLITE COBALT CONTROLLER UNIT COMPLETE. FURNISH AND INSTALL D-PANEL AND CONNECTOR CABLE.

6 – PROTECT IN PLACE EXISTING EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM.

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP1.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No.83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER
RUBEN PERALES
No. 83169
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

TRAFFIC SIGNAL IMPROVEMENT PLAN
TENNESSEE ST AT REDLANDS BLVD, PARK AVE, STATE AVE, AND BROOKSIDE AVE AT SAN MATEO ST

F-2392TS

BENCHMARK

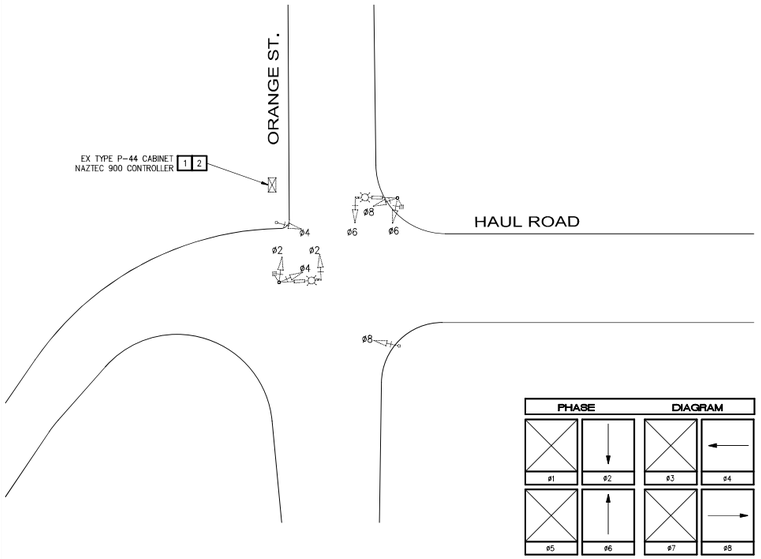
Letter	Description	Date	Initial	Initial	Initial

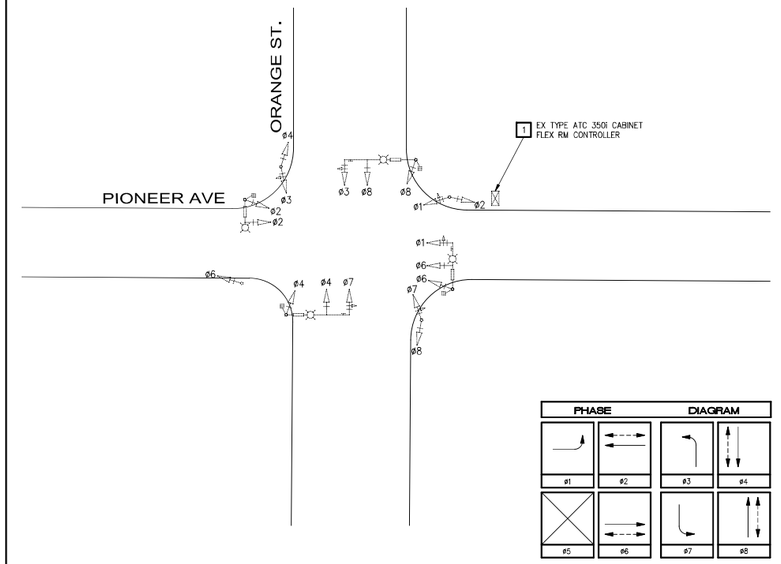
Revisions

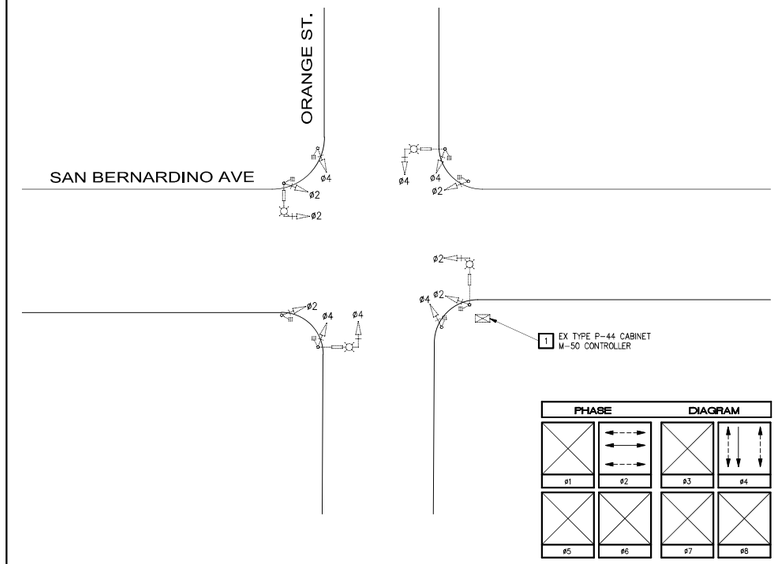
Designed by: G.H./R.P. Date: 12/3/21
Checked by: R.P. Date: 12/3/21
Drawn by: CEJ Date: 12/3/21
Checked by: Date:

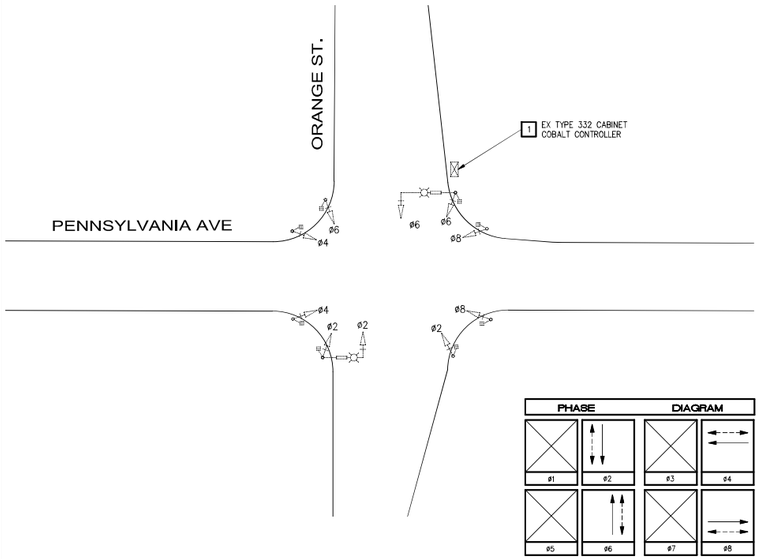
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: Goutam K. Dobey 4/20/22
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

Sheet 11 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A









CONSTRUCTION NOTES (THIS SHEET):

1 – FURNISH AND INSTALL NEW EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM IN EXISTING TRAFFIC SIGNAL CABINET PER CITY OF REDLANDS SPECIFICATIONS. CONTRACTOR SHALL FURNISH AND INSTALL NEW 900MHz ANTENNA MOUNTED ON TOP OF EXISTING TRAFFIC SIGNAL CABINET FOR RECEIVING EVP REQUEST, AND GPS/CELLULAR ANTENNA MOUNTED ON TOP OF EXISTING CABINET FOR RECEIVING REDUNDANT EVP REQUEST AND FOR TRANSFER OF DATA TO CLOUD BASED SYSTEM.

2 – REMOVE AND SALVAGE EXISTING CONTROLLER UNIT. FURNISH AND INSTALL NEW ECONOLITE COBALT CONTROLLER UNIT COMPLETE. FURNISH AND INSTALL D-PANEL AND CONNECTOR CABLE.

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

LINE IS 2 INCHES AT FULL SIZE IF NOT 2" – SCALE ACCORDINGLY

SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP1.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835

UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No. 83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER RUBEN PERALES No. 83169 CIVIL STATE OF CALIFORNIA

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

CITY OF REDLANDS
Municipal Utilities and Engineering Department

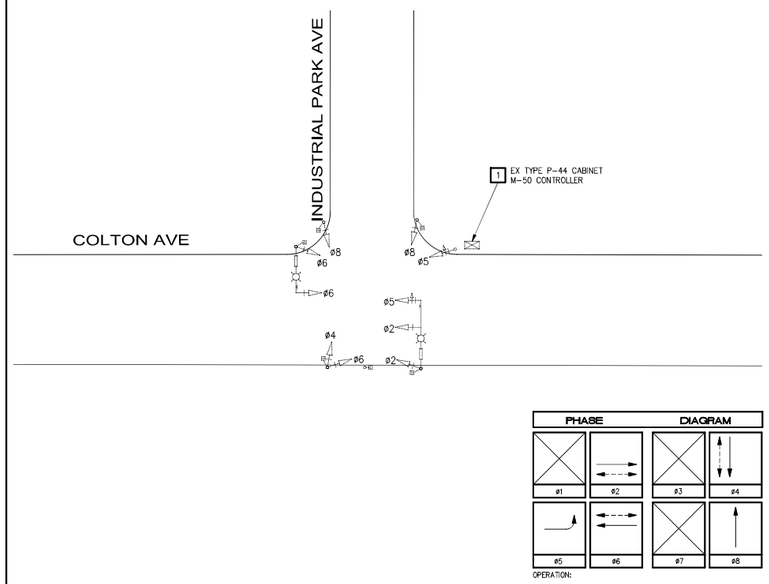
TRAFFIC SIGNAL IMPROVEMENT PLAN
ORANGE ST AT HAUL RD, PIONEER AVE,
SAN BERNARDINO AVE, AND PENNSYLVANIA AVE

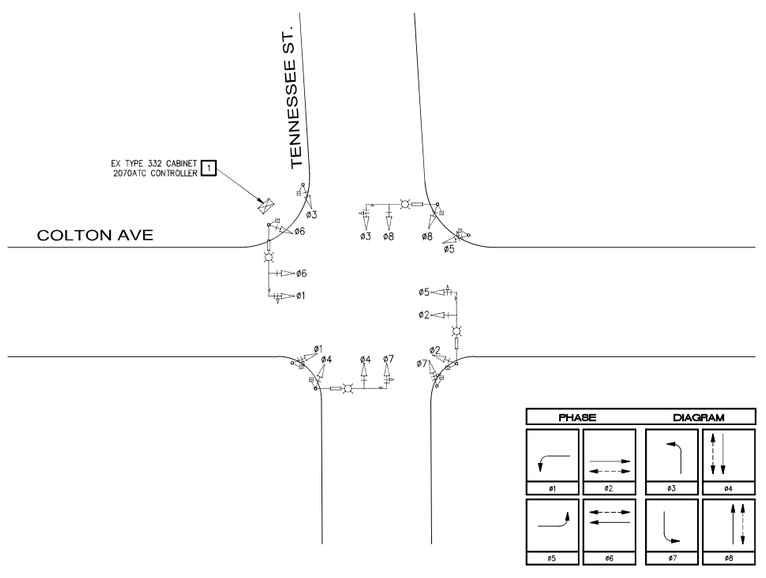
Designed by: G.H./R.P. Date: 12/3/21
Checked by: R.P. Date: 12/3/21
Drawn by: CEJ Date: 12/3/21
Checked by: Date:

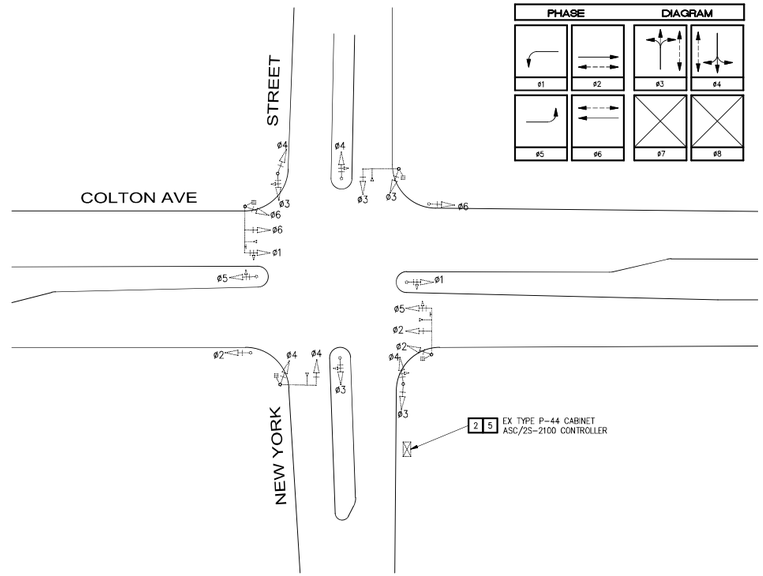
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: 4/20/22
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

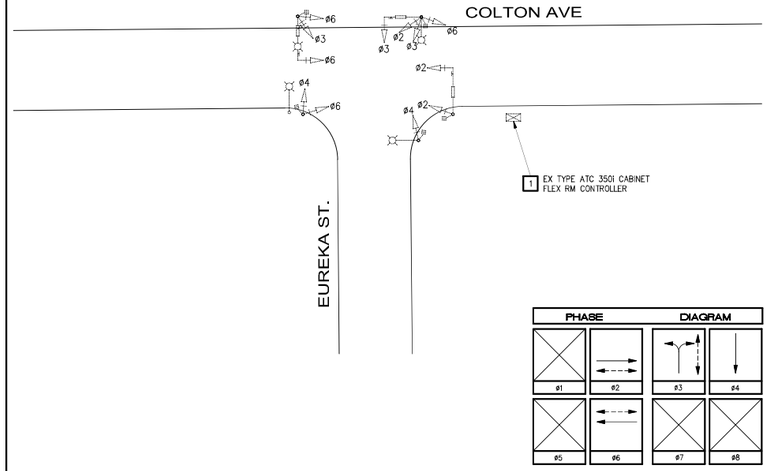
Sheet 12 of 25 Sheets
Scale: Horiz. 1"=40' Vert. N/A

F-2392TS









CONSTRUCTION NOTES (THIS SHEET):

1 – FURNISH AND INSTALL NEW EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM IN EXISTING TRAFFIC SIGNAL CABINET PER CITY OF REDLANDS SPECIFICATIONS. CONTRACTOR SHALL FURNISH AND INSTALL NEW 900MHz ANTENNA MOUNTED ON TOP OF EXISTING TRAFFIC SIGNAL CABINET FOR RECEIVING EVP REQUEST, AND GPS/CELLULAR ANTENNA MOUNTED ON TOP OF EXISTING CABINET FOR RECEIVING REDUNDANT EVP REQUEST AND FOR TRANSFER OF DATA TO CLOUD BASED SYSTEM.

2 – REMOVE AND SALVAGE EXISTING CONTROLLER UNIT. FURNISH AND INSTALL NEW ECONOLITE COBALT CONTROLLER UNIT COMPLETE. FURNISH AND INSTALL D-PANEL AND CONNECTOR CABLE.

5 – RECONNECT EXISTING EMERGENCY VEHICLE PREEMPTION EVP SYSTEM IN EXISTING CABINET.

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP1.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

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BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

Revisions

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No. 83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER RUBEN PERALES No. 83169 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

TRAFFIC SIGNAL IMPROVEMENT PLAN

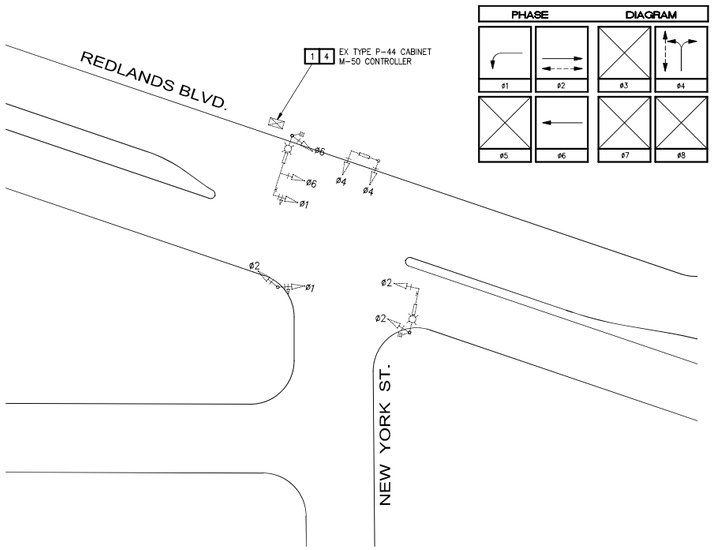
COLTON AVE AT INDUSTRIAL PARK AVE, TENNESSEE ST, NEW YORK ST, AND EUREKA ST

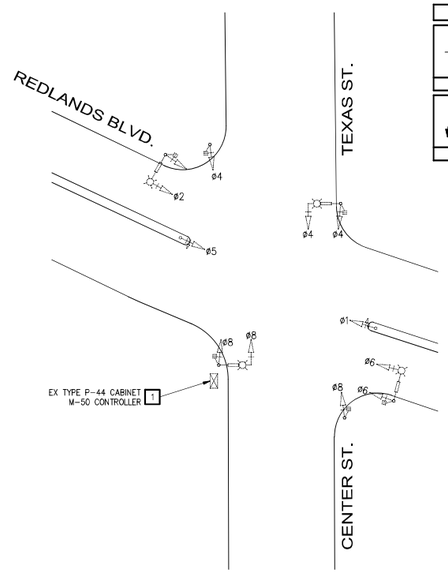
Designed by: G.H./R.P. Date: 12/3/21
Checked by: R.P. Date: 12/3/21
Drawn by: CEJ Date: 12/3/21
Checked by: Date:

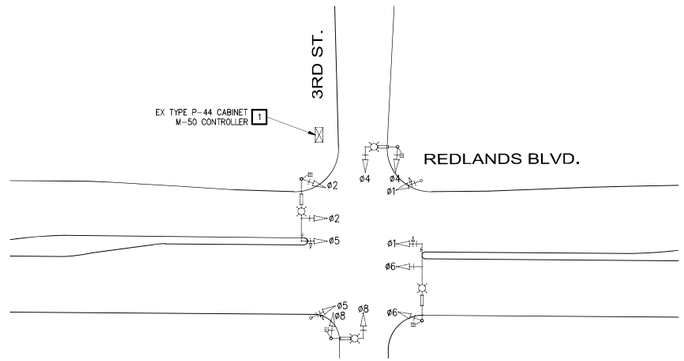
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: 4/20/22
Gautam K. Dobey, Engineering Manager, R.C.E. 75646 Date

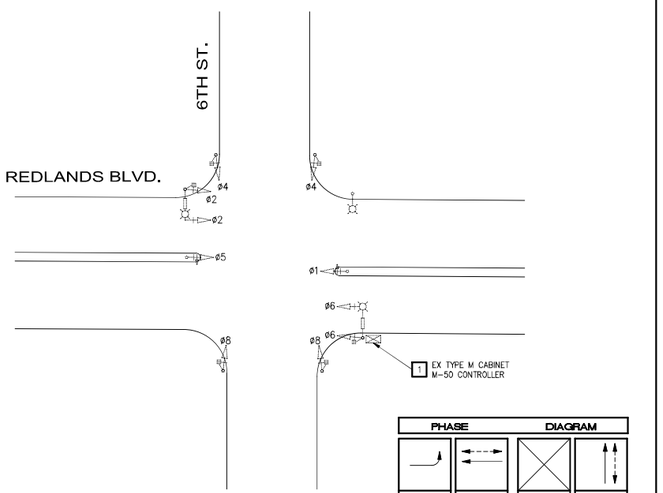
Sheet 13 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A

F-2392TS









PHASE		DIAGRAM	
ø1	ø2	ø3	ø4
ø5	ø6	ø7	ø8

CONSTRUCTION NOTES (THIS SHEET):

1 – FURNISH AND INSTALL NEW EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM IN EXISTING TRAFFIC SIGNAL CABINET PER CITY OF REDLANDS SPECIFICATIONS. CONTRACTOR SHALL FURNISH AND INSTALL NEW 900MHz ANTENNA MOUNTED ON TOP OF EXISTING TRAFFIC SIGNAL CABINET FOR RECEIVING EVP REQUEST, AND GPS/CELLULAR ANTENNA MOUNTED ON TOP OF EXISTING CABINET FOR RECEIVING REDUNDANT EVP REQUEST AND FOR TRANSFER OF DATA TO CLOUD BASED SYSTEM.

4 – REMOVE AND SALVAGE EXISTING EMERGENCY VEHICLE PREEMPTION (EVP) EQUIPMENT FROM EXISTING TRAFFIC SIGNAL CABINET.

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

LINE IS 2 INCHES AT FULL SIZE IF NOT 2" – SCALE ACCORDINGLY

SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP1.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

Revisions

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835

UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No.83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER RUBEN PERALES No. 83169 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

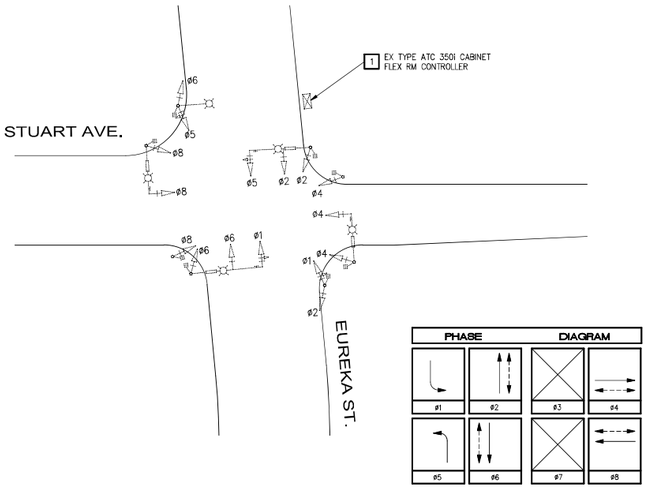
TRAFFIC SIGNAL IMPROVEMENT PLAN
REDLANDS BLVD AT NEW YORK ST, TEXAS ST, 3RD ST, AND 6TH ST

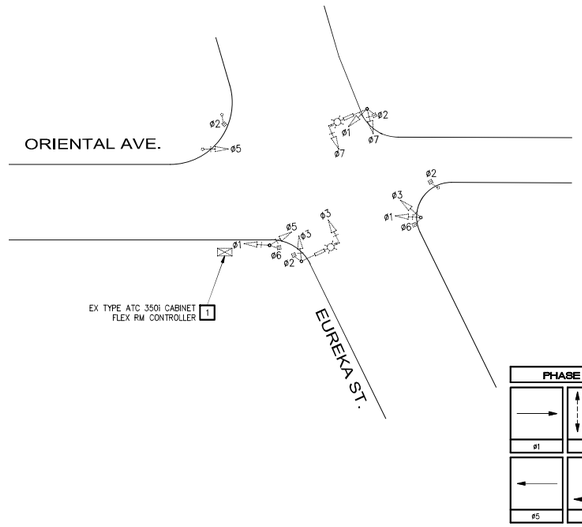
F-2392TS

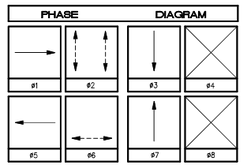
Designed by: G.H./R.P. Date: 12/3/21
Checked by: R.P. Date: 12/3/21
Drawn by: CEJ Date: 12/3/21
Checked by: Date:

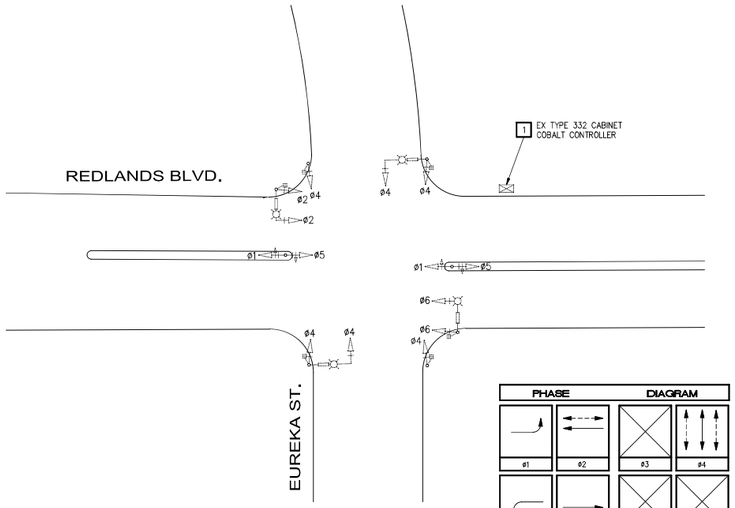
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: 4/20/22
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

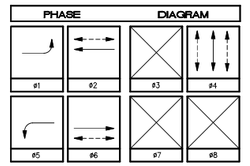
Sheet 14 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A

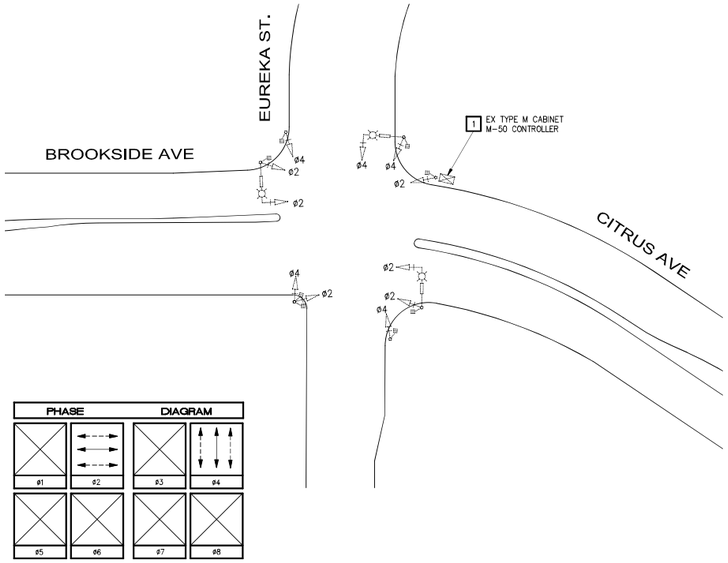












CONSTRUCTION NOTES (THIS SHEET):

1 — FURNISH AND INSTALL NEW EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM IN EXISTING TRAFFIC SIGNAL CABINET PER CITY OF REDLANDS SPECIFICATIONS. CONTRACTOR SHALL FURNISH AND INSTALL NEW 900MHz ANTENNA MOUNTED ON TOP OF EXISTING TRAFFIC SIGNAL CABINET FOR RECEIVING EVP REQUEST, AND GPS/CELLULAR ANTENNA MOUNTED ON TOP OF EXISTING CABINET FOR RECEIVING REDUNDANT EVP REQUEST AND FOR TRANSFER OF DATA TO CLOUD BASED SYSTEM.

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP1.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

Revisions

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No.83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER RUBEN PERALES No. 83169 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

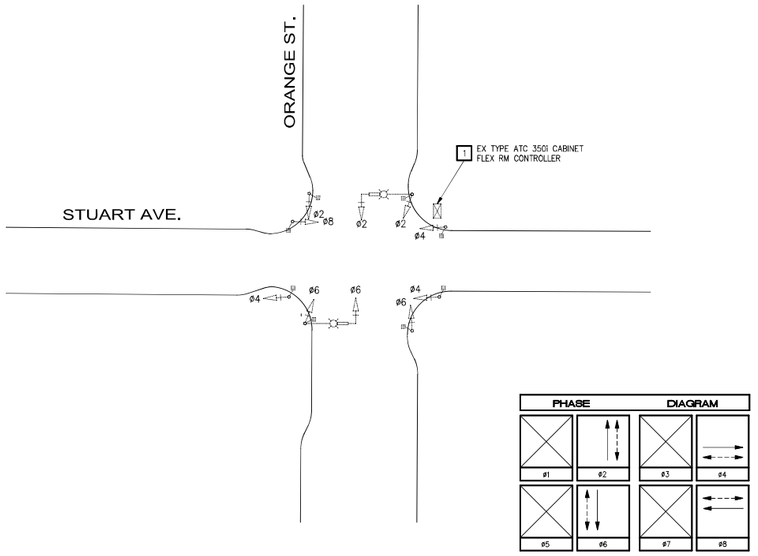
TRAFFIC SIGNAL IMPROVEMENT PLAN
EUREKA ST AT STUART AVE, ORIENTAL AVE, REDLANDS BLVD, AND BROOKSIDE AVE

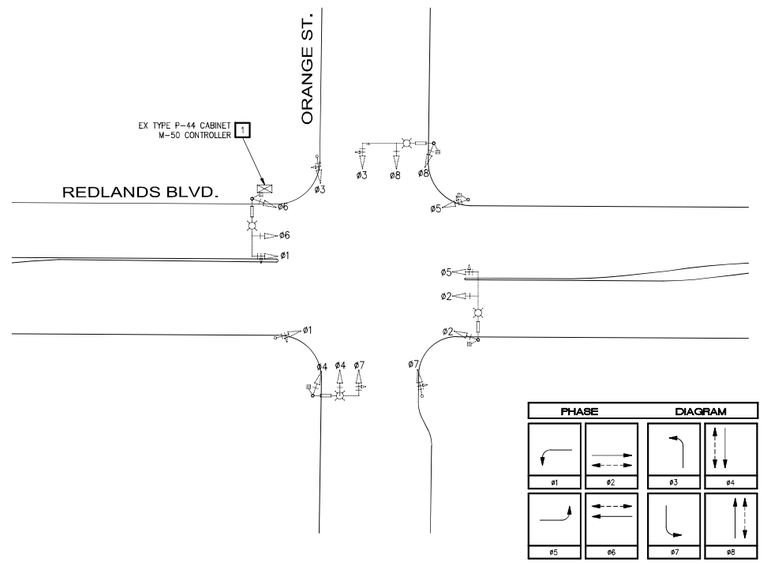
F-2392TS

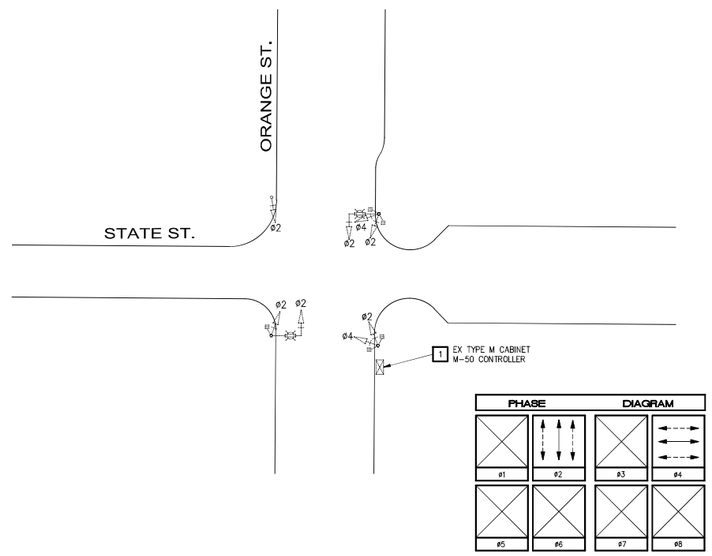
Designed by: G.H./R.P.
Date: 12/3/21
Checked by: R.P.
Date: 12/3/21
Drawn by: CEJ
Date: 12/3/21
Checked by:
Date:

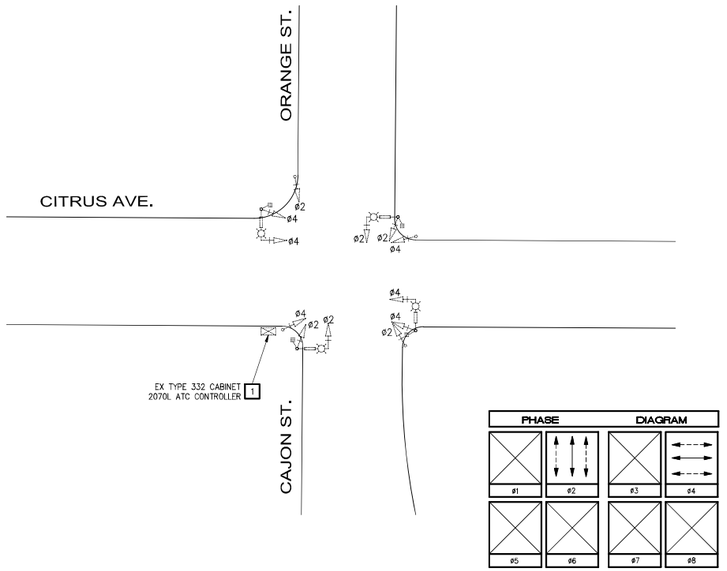
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: Bobby 4/20/22
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

Sheet 15 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A









CONSTRUCTION NOTES (THIS SHEET):

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SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP1.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
aggengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No.83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER RUBEN PERALES No. 83169 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

TRAFFIC SIGNAL IMPROVEMENT PLAN
ORANGE ST AT STUART AVE, REDLANDS BLVD, STATE ST, AND CITRUS AVE

F-2392TS

BENCHMARK	Letter	Description	Date	Initial	Initial	Initial
		Revisions				

Designed by: G.H./R.P. Date: 12/3/21
Checked by: R.P. Date: 12/3/21
Drawn by: CEJ Date: 12/3/21
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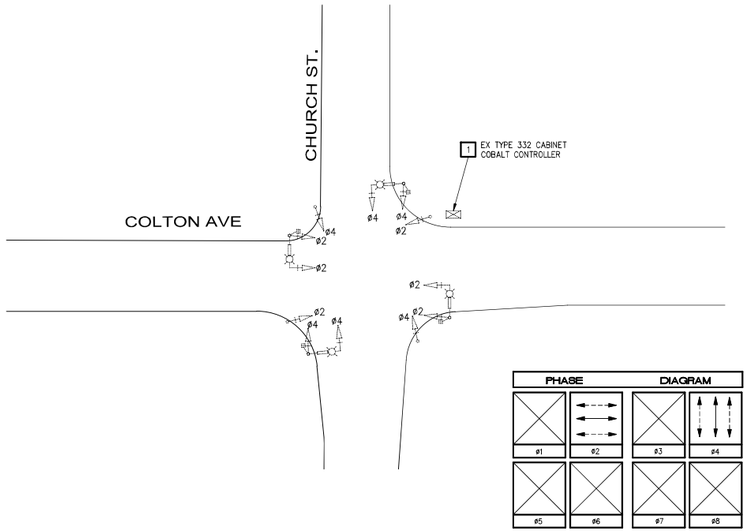
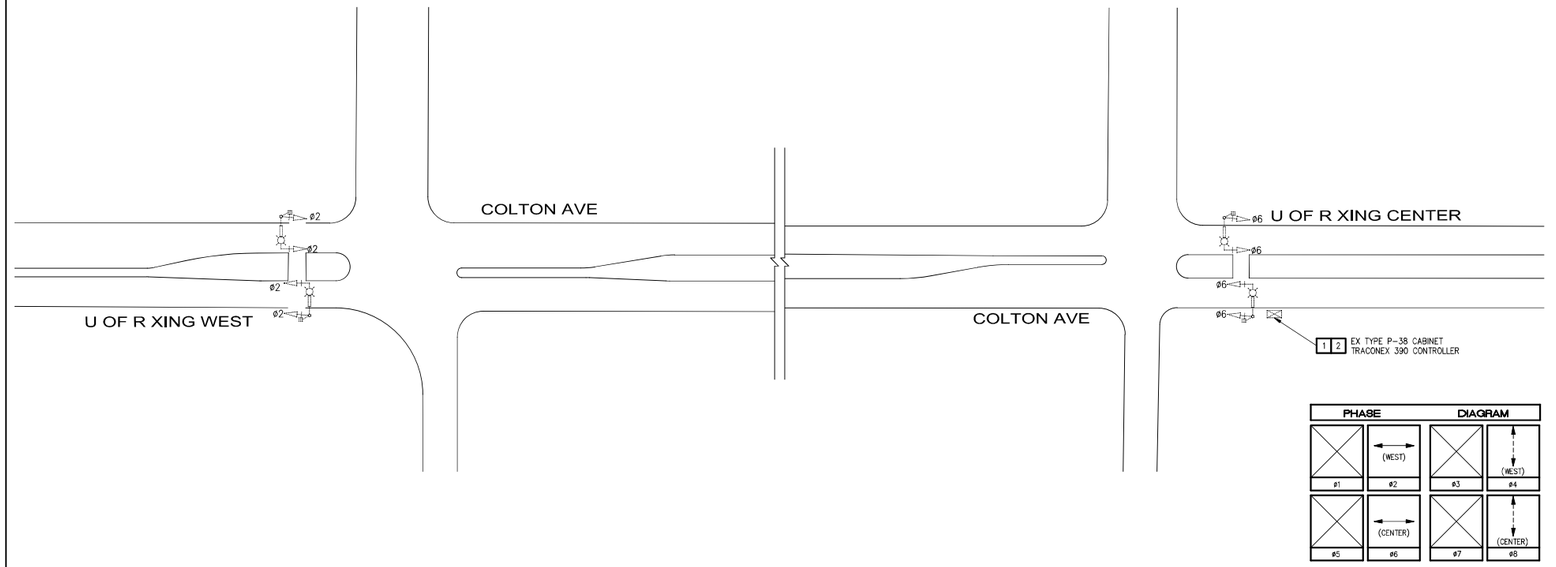
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: 4/20/22
Gautam K. Dobey, Engineering Manager, R.C.E. 75646 Date

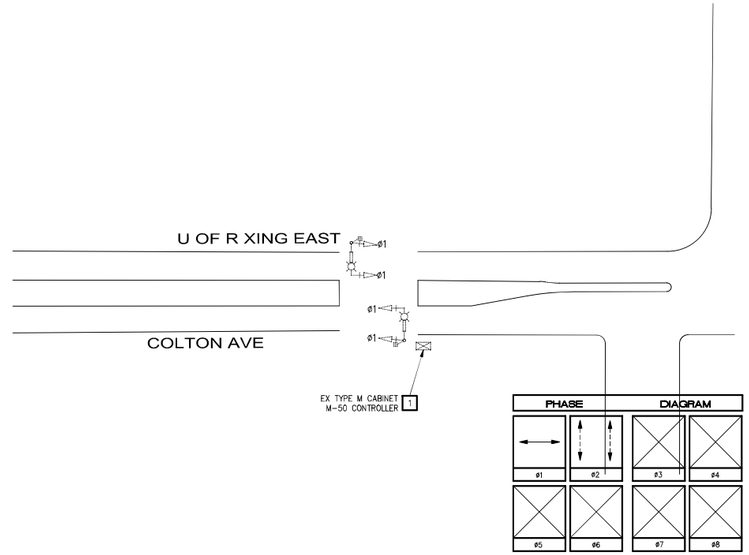
Sheet 16 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A

LINE IS 2 INCHES AT FULL SIZE IF NOT 2" – SCALE ACCORDINGLY

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.







CONSTRUCTION NOTES (THIS SHEET):

1 – FURNISH AND INSTALL NEW EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM IN EXISTING TRAFFIC SIGNAL CABINET PER CITY OF REDLANDS SPECIFICATIONS. CONTRACTOR SHALL FURNISH AND INSTALL NEW 900MHz ANTENNA MOUNTED ON TOP OF EXISTING TRAFFIC SIGNAL CABINET FOR RECEIVING EVP REQUEST, AND GPS/CELLULAR ANTENNA MOUNTED ON TOP OF EXISTING CABINET FOR RECEIVING REDUNDANT EVP REQUEST AND FOR TRANSFER OF DATA TO CLOUD BASED SYSTEM.

2 – REMOVE AND SALVAGE EXISTING CONTROLLER UNIT. FURNISH AND INSTALL NEW ECONOLITE COBALT CONTROLLER UNIT COMPLETE. FURNISH AND INSTALL D-PANEL AND CONNECTOR CABLE.

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP1.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

Revisions

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No.83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER RUBEN PERALES No. 83169 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

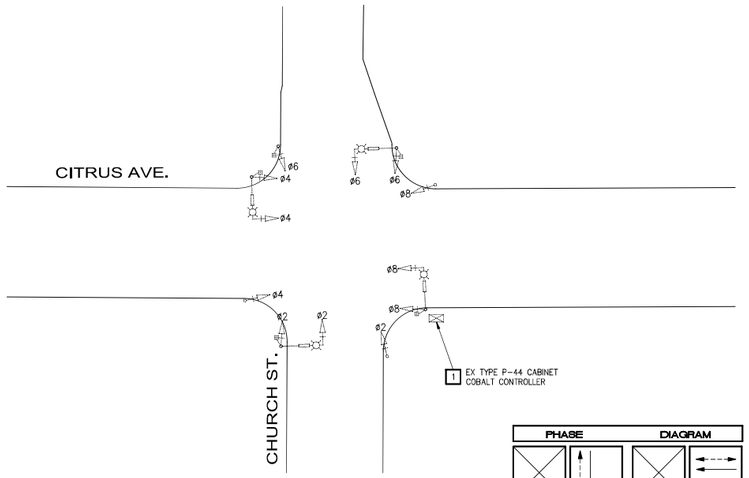
TRAFFIC SIGNAL IMPROVEMENT PLAN
COLTON AVE AT CHURCH ST,
UNIVERSITY OF REDLANDS PEDESTRIAN XING (WEST),
AND UNIVERSITY OF REDLANDS PEDESTRIAN XING (EAST)

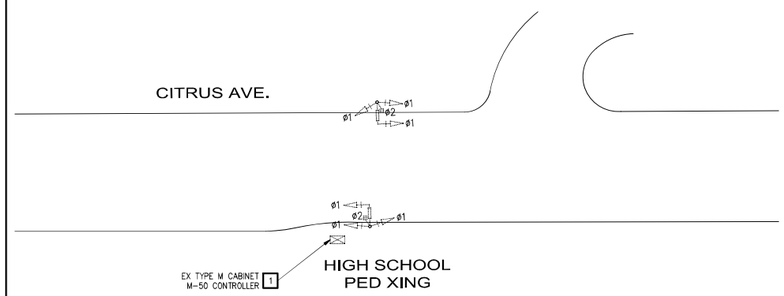
F-2392TS

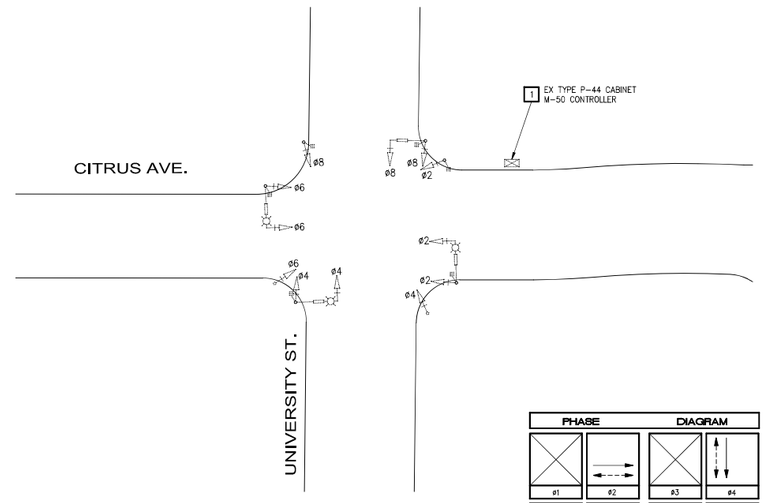
Designed by: G.H./R.P. Date: 12/3/21
Checked by: R.P. Date: 12/3/21
Drawn by: CEJ Date: 12/3/21
Checked by: Date:

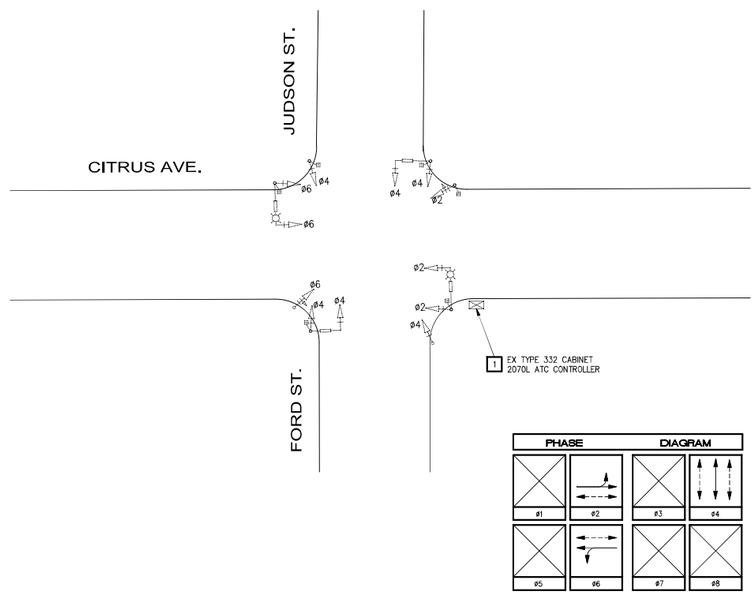
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: 4/20/22
Gautam K. Dabey, Engineering Manager, R.C.E. 75646 Date

Sheet 17 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A









CONSTRUCTION NOTES (THIS SHEET):

1 – FURNISH AND INSTALL NEW EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM IN EXISTING TRAFFIC SIGNAL CABINET PER CITY OF REDLANDS SPECIFICATIONS. CONTRACTOR SHALL FURNISH AND INSTALL NEW 900MHz ANTENNA MOUNTED ON TOP OF EXISTING TRAFFIC SIGNAL CABINET FOR RECEIVING EVP REQUEST, AND GPS/CELLULAR ANTENNA MOUNTED ON TOP OF EXISTING CABINET FOR RECEIVING REDUNDANT EVP REQUEST AND FOR TRANSFER OF DATA TO CLOUD BASED SYSTEM.

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP1.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No.83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER
RUBEN PERALES
No. 83169
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

TRAFFIC SIGNAL IMPROVEMENT PLAN

CITRUS AVE AT CHURCH ST, HIGH SCHOOL PED XING, UNIVERSITY ST, AND FORD ST

F-2392TS

BENCHMARK

Letter	Description	Date	Initial	Initial	initial

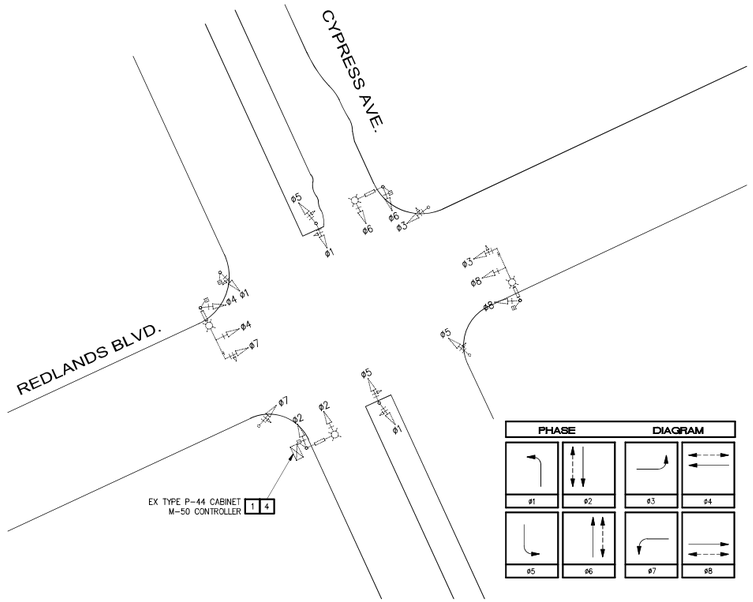
Revisions

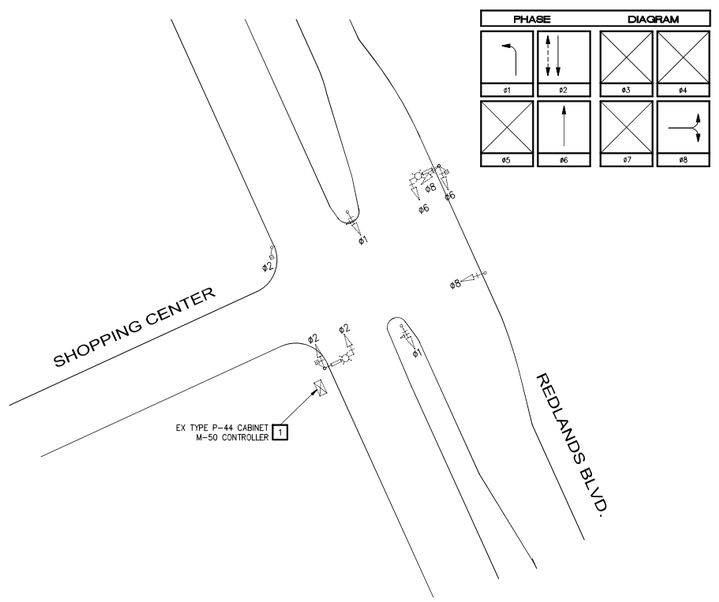
Designed by: G.H./R.P. Date: 12/3/21
Checked by: R.P. Date: 12/3/21
Drawn by: CEJ Date: 12/3/21
Checked by: Date:

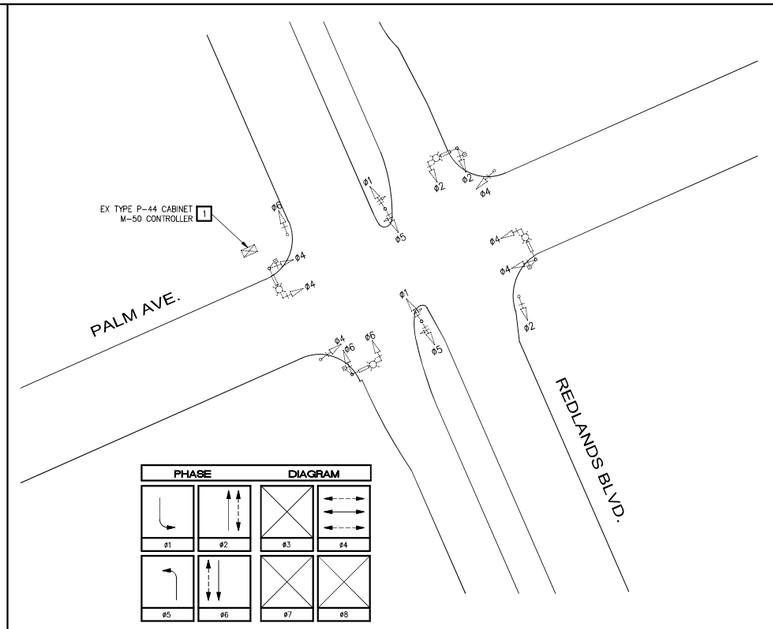
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: 4/20/22
Gautam K. Dobey, Engineering Manager, R.C.E. 75646 Date

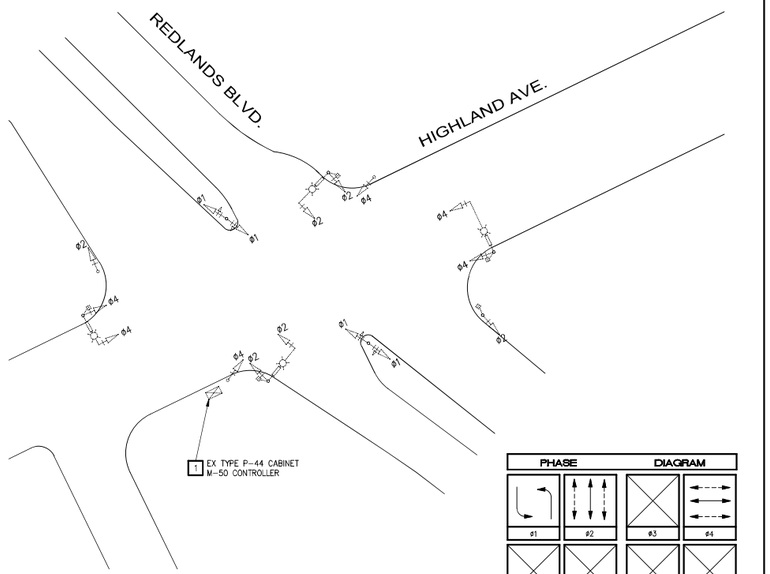
Sheet 18 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY









CONSTRUCTION NOTES (THIS SHEET):

1 – FURNISH AND INSTALL NEW EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM IN EXISTING TRAFFIC SIGNAL CABINET PER CITY OF REDLANDS SPECIFICATIONS. CONTRACTOR SHALL FURNISH AND INSTALL NEW 900MHz ANTENNA MOUNTED ON TOP OF EXISTING TRAFFIC SIGNAL CABINET FOR RECEIVING EVP REQUEST, AND GPS/CELLULAR ANTENNA MOUNTED ON TOP OF EXISTING CABINET FOR RECEIVING REDUNDANT EVP REQUEST AND FOR TRANSFER OF DATA TO CLOUD BASED SYSTEM.

4 – REMOVE AND SALVAGE EXISTING EMERGENCY VEHICLE PREEMPTION (EVP) EQUIPMENT FROM EXISTING TRAFFIC SIGNAL CABINET.

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP2.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

Revisions

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No.83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER
RUBEN PERALES
No. 83169
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

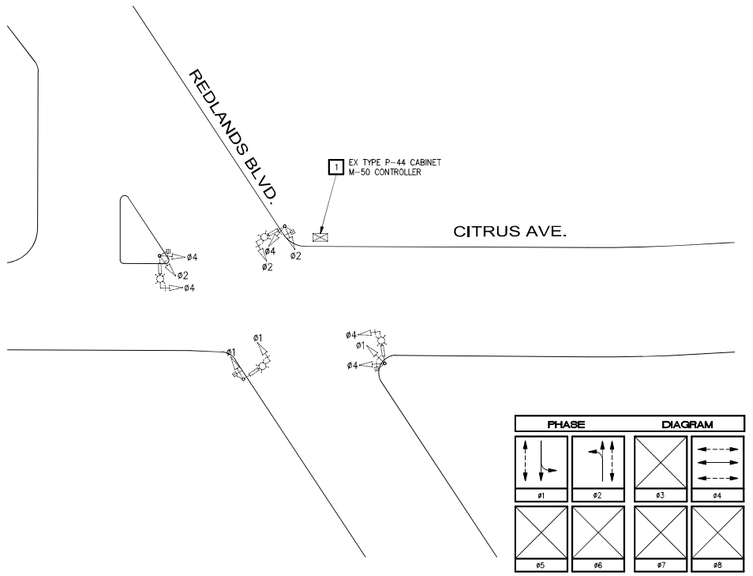
TRAFFIC SIGNAL IMPROVEMENT PLAN
REDLANDS BLVD AT CYPRESS AVE, SHOPPING CENTER DWY, PALM AVE, AND HIGHLAND AVE

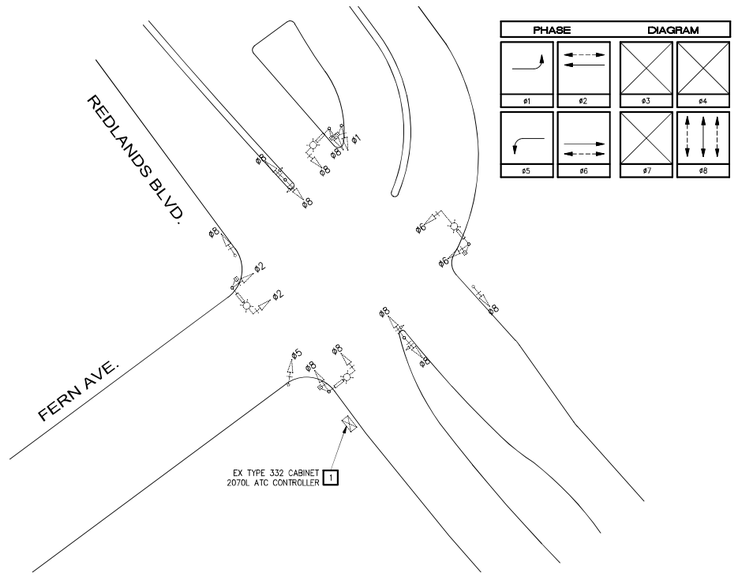
Designed by: G.H./R.P.
Date: 12/3/21
Checked by: R.P.
Date: 12/3/21
Drawn by: CEJ
Date: 12/3/21
Checked by:
Date:

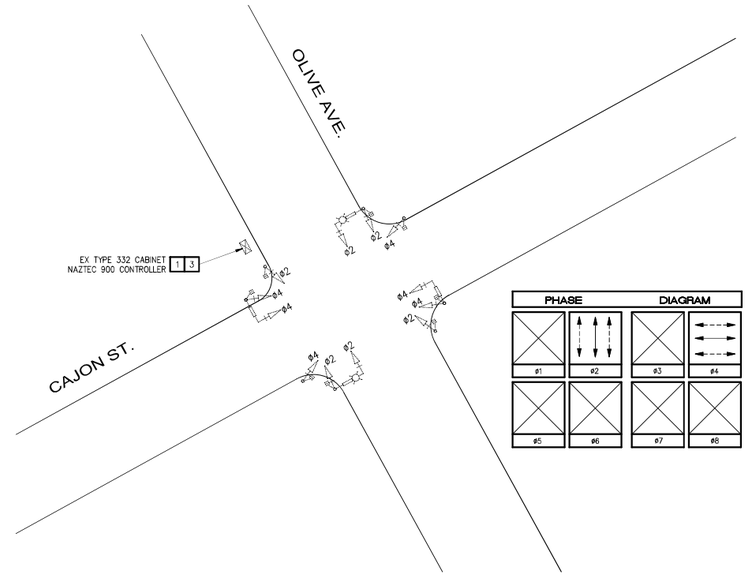
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: Gautam K. Dobey 4/20/22
Gautam K. Dobey, Engineering Manager, R.C.E. 75646 Date

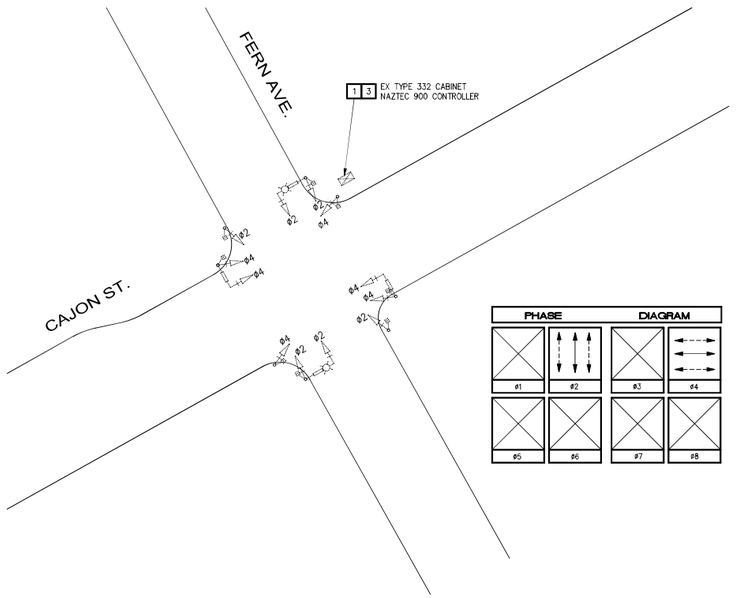
Sheet 19 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A

F-2392TS









CONSTRUCTION NOTES (THIS SHEET):

1 – FURNISH AND INSTALL NEW EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM IN EXISTING TRAFFIC SIGNAL CABINET PER CITY OF REDLANDS SPECIFICATIONS. CONTRACTOR SHALL FURNISH AND INSTALL NEW 900MHz ANTENNA MOUNTED ON TOP OF EXISTING TRAFFIC SIGNAL CABINET FOR RECEIVING EVP REQUEST, AND GPS/CELLULAR ANTENNA MOUNTED ON TOP OF EXISTING CABINET FOR RECEIVING REDUNDANT EVP REQUEST AND FOR TRANSFER OF DATA TO CLOUD BASED SYSTEM.

3 – REMOVE AND SALVAGE EXISTING CONTROLLER UNIT. FURNISH AND INSTALL NEW RACK MOUNTED ECONOLITE COBALT CONTROLLER UNIT COMPLETE. FURNISH AND INSTALL D-PANEL AND CONNECTOR CABLE.

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP2.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No.83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER
RUBEN PERALES
No. 83169
CIVIL
STATE OF CALIFORNIA

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

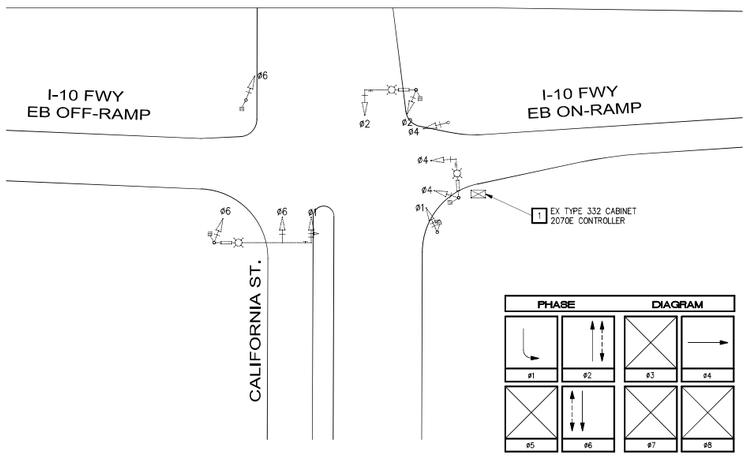
CITY OF REDLANDS
Municipal Utilities and Engineering Department

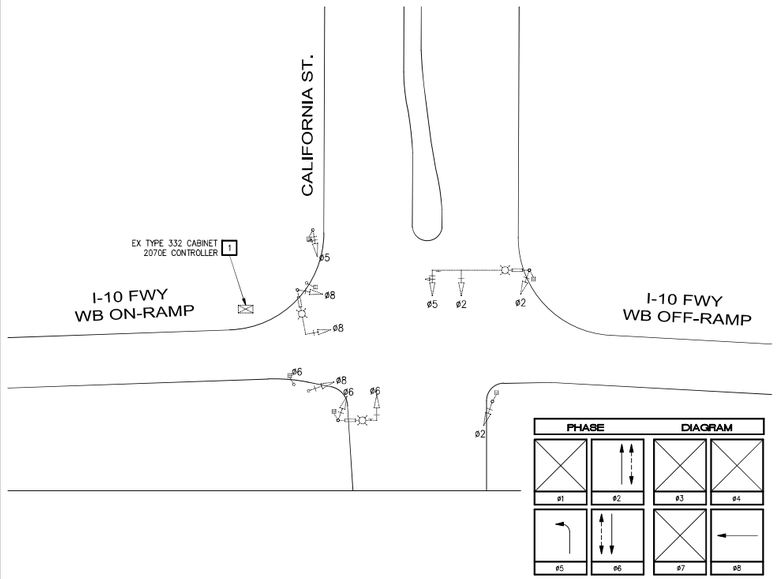
TRAFFIC SIGNAL IMPROVEMENT PLAN
REDLANDS BLVD AT CITRUS AVE, AND FERN AVE,
AND CAJON ST AT OLIVE AVE AND FERN AVE

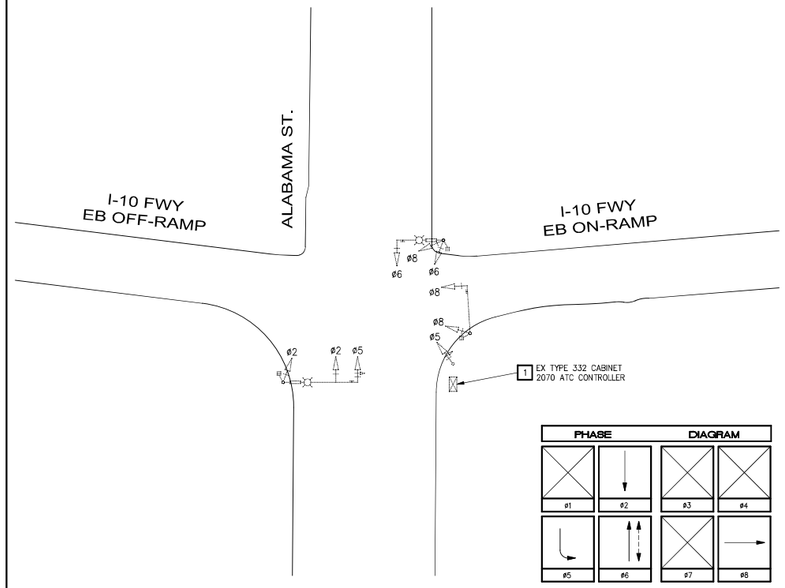
F-2392TS

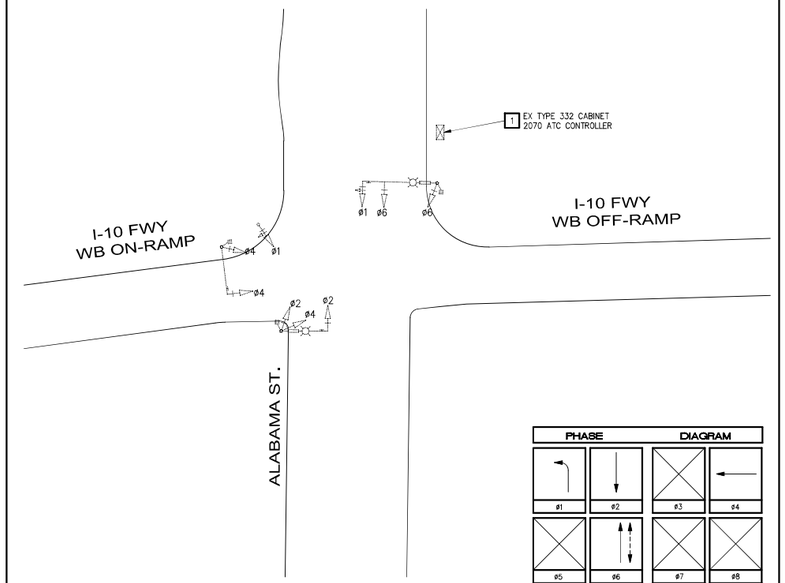
Designed by: G.H./R.P.
Date: 12/3/21
Checked by: R.P.
Date: 12/3/21
Drawn by: CEJ
Date: 12/3/21
Checked by:
Date:

Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: Bobby 4/20/22
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date
Sheet 20 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A









CONSTRUCTION NOTES (THIS SHEET):

1 – FURNISH AND INSTALL NEW EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM IN EXISTING TRAFFIC SIGNAL CABINET PER CITY OF REDLANDS SPECIFICATIONS. CONTRACTOR SHALL FURNISH AND INSTALL NEW 900MHz ANTENNA MOUNTED ON TOP OF EXISTING TRAFFIC SIGNAL CABINET FOR RECEIVING EVP REQUEST, AND GPS/CELLULAR ANTENNA MOUNTED ON TOP OF EXISTING CABINET FOR RECEIVING REDUNDANT EVP REQUEST AND FOR TRANSFER OF DATA TO CLOUD BASED SYSTEM.

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP2.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No.83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER
RUBEN PERALES
No. 83169
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

TRAFFIC SIGNAL IMPROVEMENT PLAN

CALIFORNIA ST AT I–10 FWY EB RAMPS,
AND I–10 FWY WB RAMPS, AND ALABAMA ST AT
I–10 FWY EB RAMPS, AND I–10 FWY WB RAMPS

F-2392TS

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

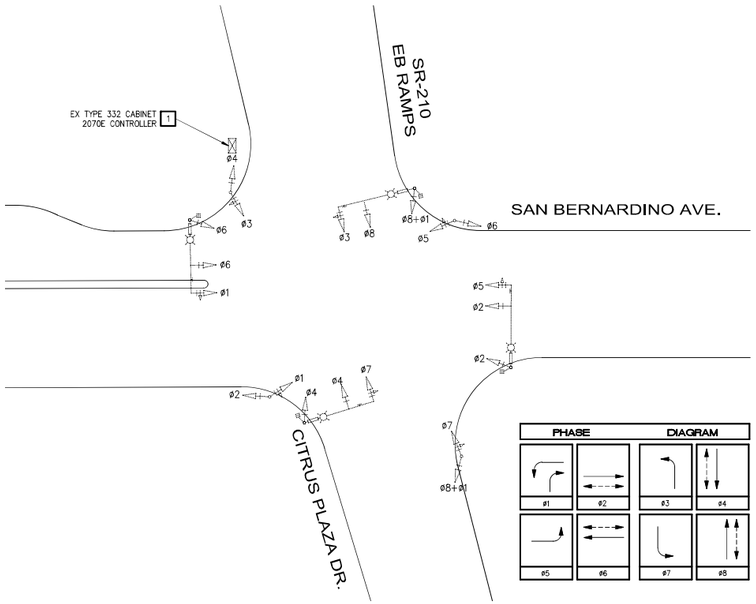
Revisions

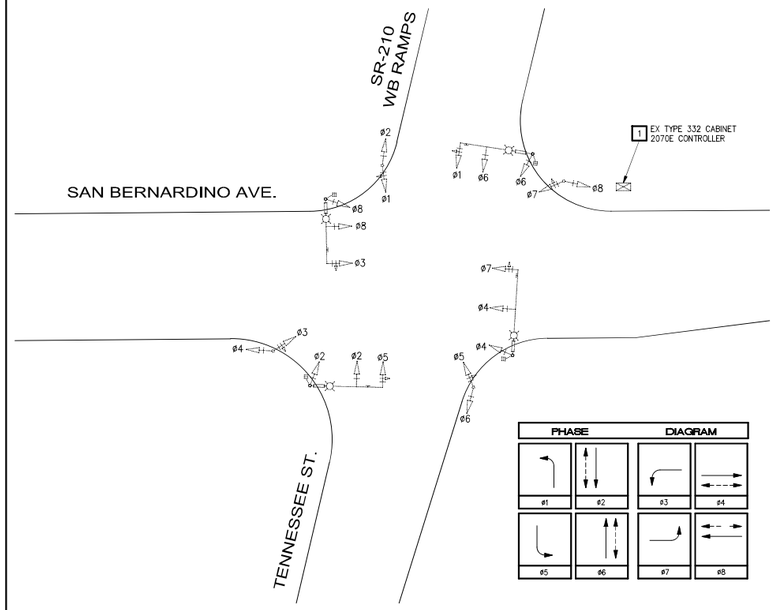
Designed by: G.H./R.P. Date: 12/3/21
Checked by: R.P. Date: 12/3/21
Drawn by: CEJ Date: 12/3/21
Checked by: Date:

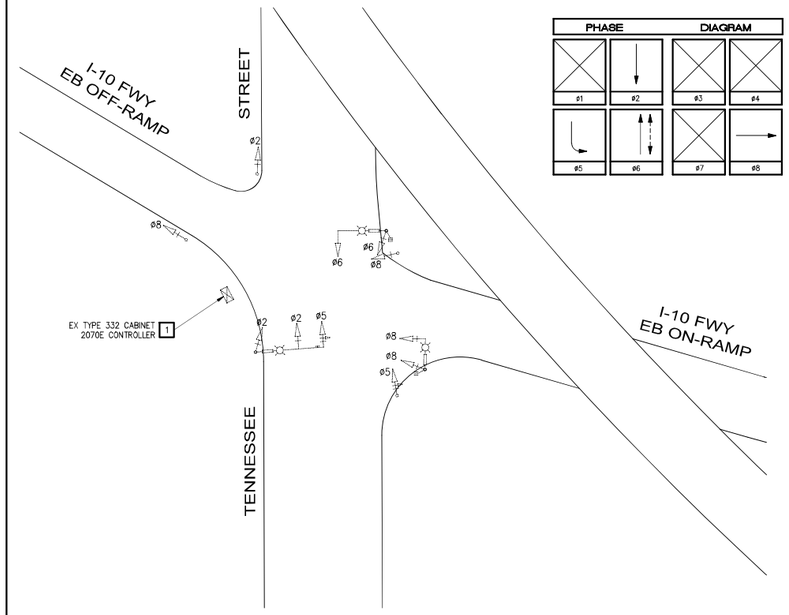
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: Goutam K. Dobey 4/20/22
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

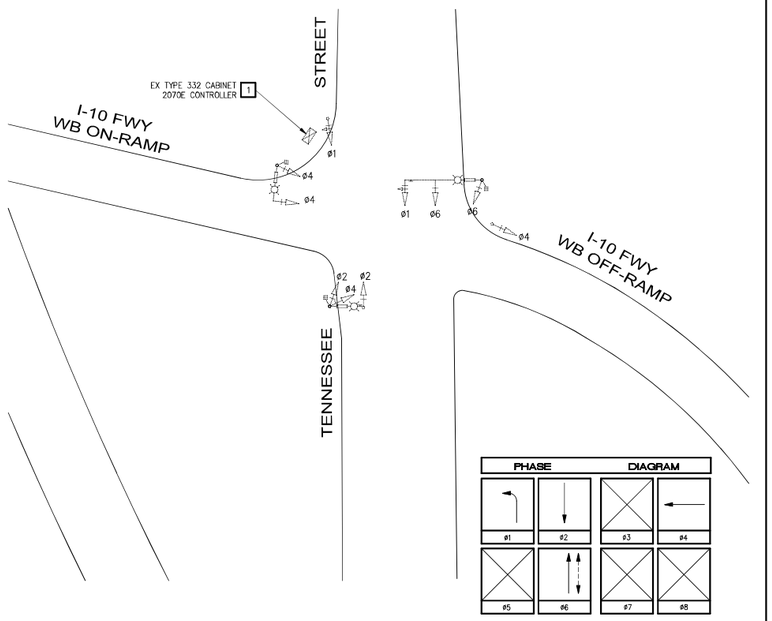
Sheet 21 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY









CONSTRUCTION NOTES (THIS SHEET):

1 – FURNISH AND INSTALL NEW EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM IN EXISTING TRAFFIC SIGNAL CABINET PER CITY OF REDLANDS SPECIFICATIONS. CONTRACTOR SHALL FURNISH AND INSTALL NEW 900MHz ANTENNA MOUNTED ON TOP OF EXISTING TRAFFIC SIGNAL CABINET FOR RECEIVING EVP REQUEST, AND GPS/CELLULAR ANTENNA MOUNTED ON TOP OF EXISTING CABINET FOR RECEIVING REDUNDANT EVP REQUEST AND FOR TRANSFER OF DATA TO CLOUD BASED SYSTEM.

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SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP2.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

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PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No.83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER – RUBEN PERALES – No. 83169 – CIVIL – STATE OF CALIFORNIA

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

CITY OF REDLANDS
Municipal Utilities and Engineering Department

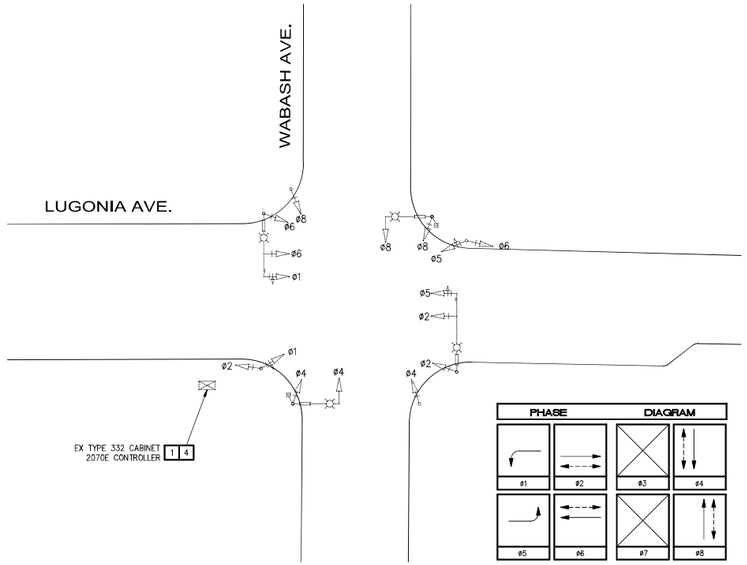
TRAFFIC SIGNAL IMPROVEMENT PLAN
SAN BERNARDINO AVE AT SR-210 EB RAMPS, AND SR-210 WB RAMPS, AND TENNESSEE ST AT I-10 FWY EB RAMPS, AND I-10 FWY WB RAMPS

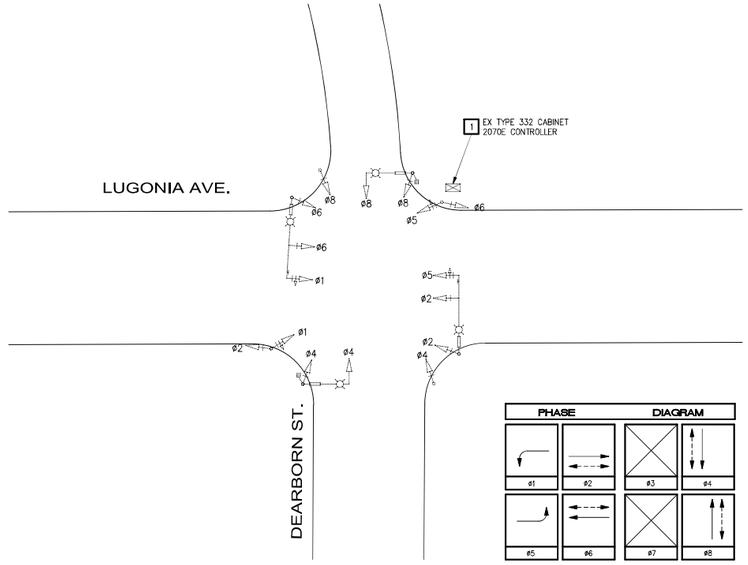
Designed by: G.H./R.P. Date: 12/3/21
Checked by: R.P. Date: 12/3/21
Drawn by: CEJ Date: 12/3/21
Checked by: Date:

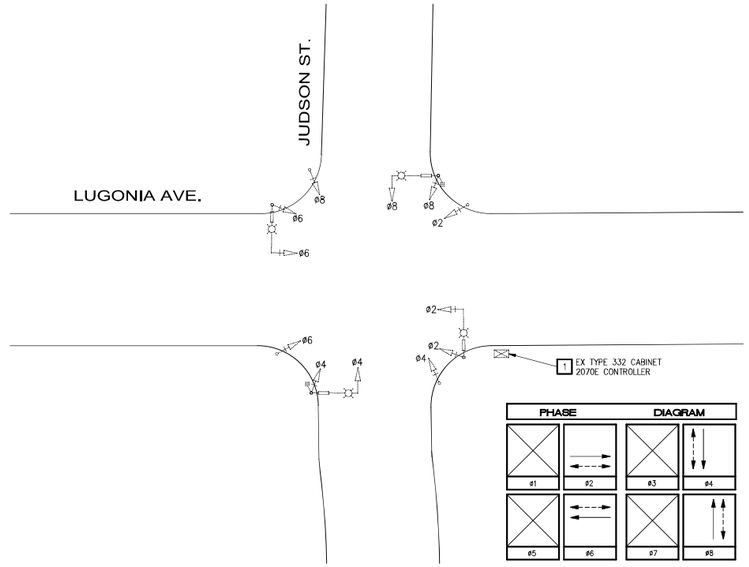
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: 4/20/22
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

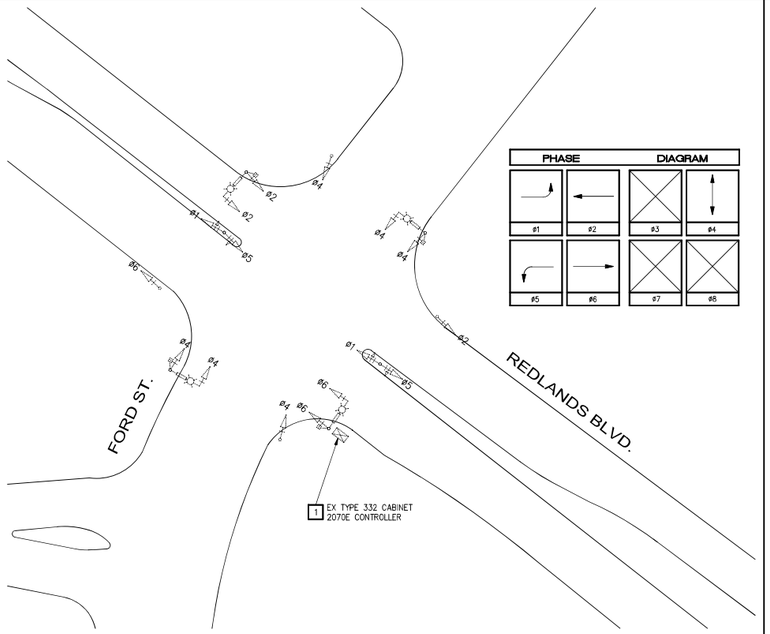
Sheet 22 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A

F-2392TS









CONSTRUCTION NOTES (THIS SHEET):

1 – FURNISH AND INSTALL NEW EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM IN EXISTING TRAFFIC SIGNAL CABINET PER CITY OF REDLANDS SPECIFICATIONS. CONTRACTOR SHALL FURNISH AND INSTALL NEW 900MHz ANTENNA MOUNTED ON TOP OF EXISTING TRAFFIC SIGNAL CABINET FOR RECEIVING EVP REQUEST, AND GPS/CELLULAR ANTENNA MOUNTED ON TOP OF EXISTING CABINET FOR RECEIVING REDUNDANT EVP REQUEST AND FOR TRANSFER OF DATA TO CLOUD BASED SYSTEM.

4 – REMOVE AND SALVAGE EXISTING EMERGENCY VEHICLE PREEMPTION (EVP) EQUIPMENT FROM EXISTING TRAFFIC SIGNAL CABINET.

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP2.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

Revisions

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No. 83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER
RUBEN PERALES
No. 83169
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

TRAFFIC SIGNAL IMPROVEMENT PLAN

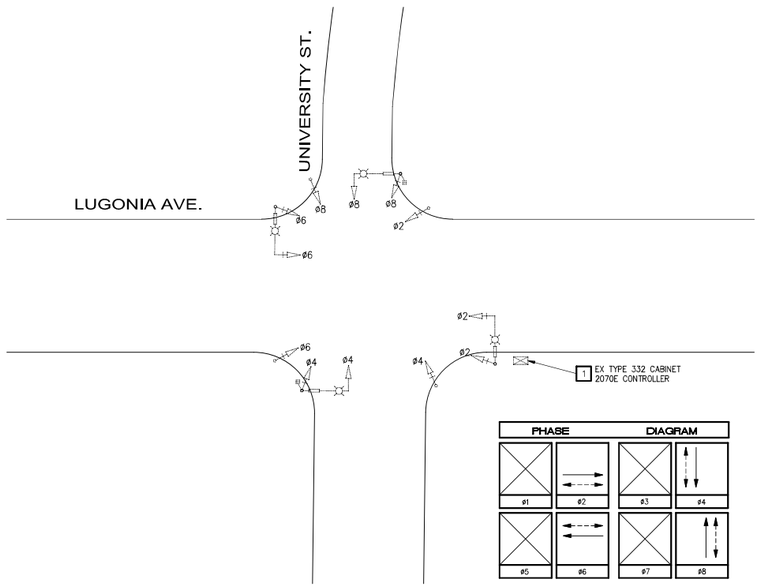
LUGONIA AVE AT WABASH AVE, DEARBORN ST,
AND JUDSON ST, AND REDLANDS BLVD AT FORD ST

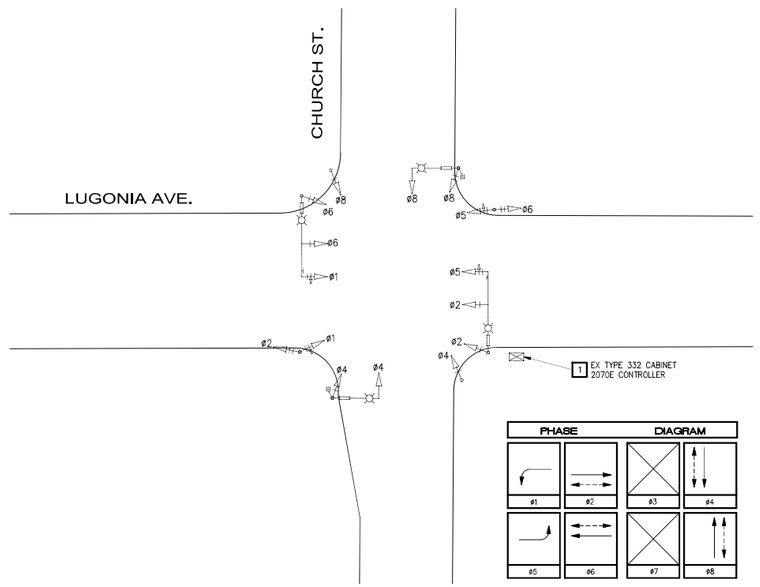
Designed by: G.H./R.P.
Date: 12/3/21
Checked by: R.P.
Date: 12/3/21
Drawn by: CEJ
Date: 12/3/21
Checked by:
Date:

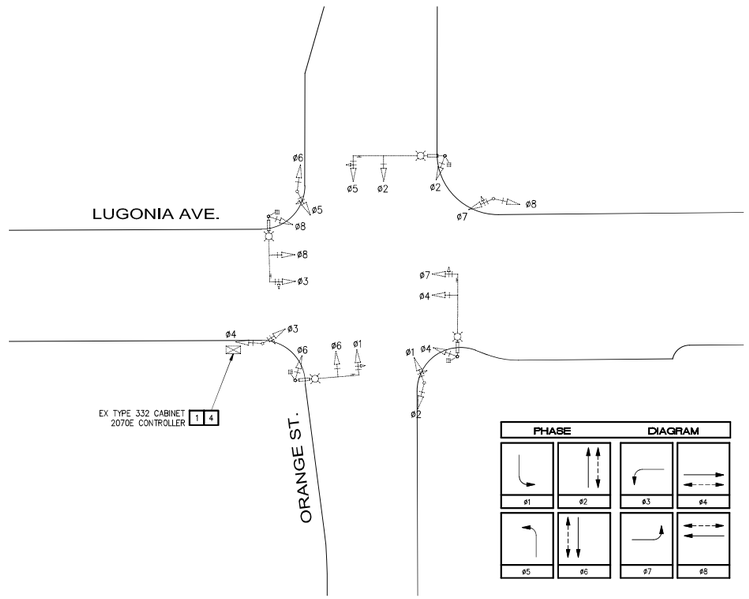
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: 4/20/22
Gautam K. Dabey, Engineering Manager, R.C.E. 75646 Date

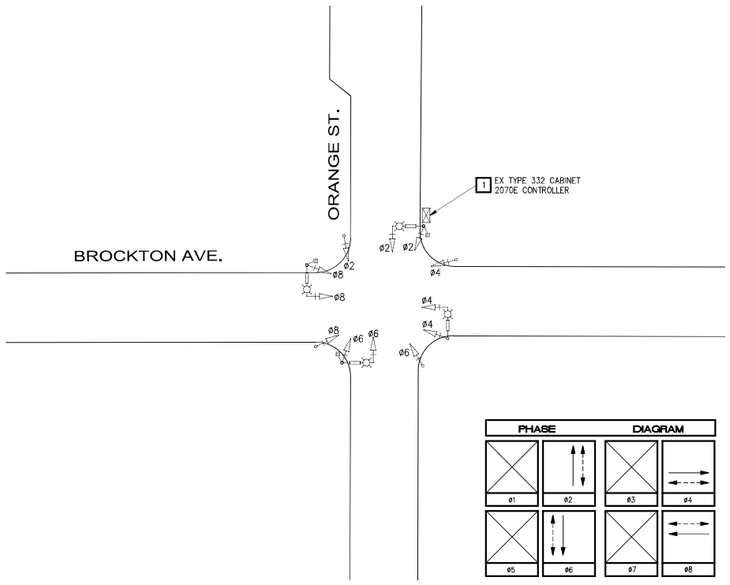
Sheet 23 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A

F-2392TS









CONSTRUCTION NOTES (THIS SHEET):

1 – FURNISH AND INSTALL NEW EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM IN EXISTING TRAFFIC SIGNAL CABINET PER CITY OF REDLANDS SPECIFICATIONS. CONTRACTOR SHALL FURNISH AND INSTALL NEW 900MHz ANTENNA MOUNTED ON TOP OF EXISTING TRAFFIC SIGNAL CABINET FOR RECEIVING EVP REQUEST, AND GPS/CELLULAR ANTENNA MOUNTED ON TOP OF EXISTING CABINET FOR RECEIVING REDUNDANT EVP REQUEST AND FOR TRANSFER OF DATA TO CLOUD BASED SYSTEM.

4 – REMOVE AND SALVAGE EXISTING EMERGENCY VEHICLE PREEMPTION (EVP) EQUIPMENT FROM EXISTING TRAFFIC SIGNAL CABINET.

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

SCALE:1"=40'

AGA Job No. : 137-001
AGA File Name: Redlands_EVP2.dwg
Print Date : 1/4/2021
Last Revision : 1/4/2021

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

Revisions

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No.83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER
RUBEN PERALES
No. 83169
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

TRAFFIC SIGNAL IMPROVEMENT PLAN

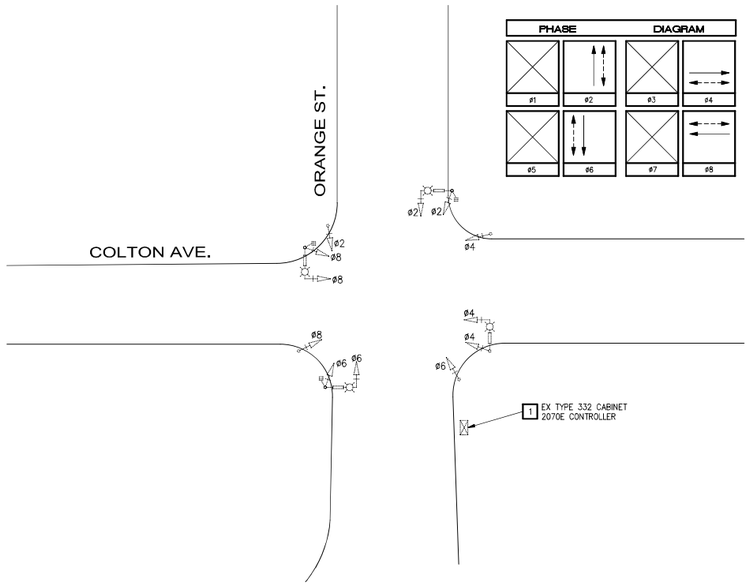
LUGONIA AVE AT UNIVERSITY ST, CHURCH ST, AND ORANGE ST, AND ORANGE ST AT BROCKTON AVE

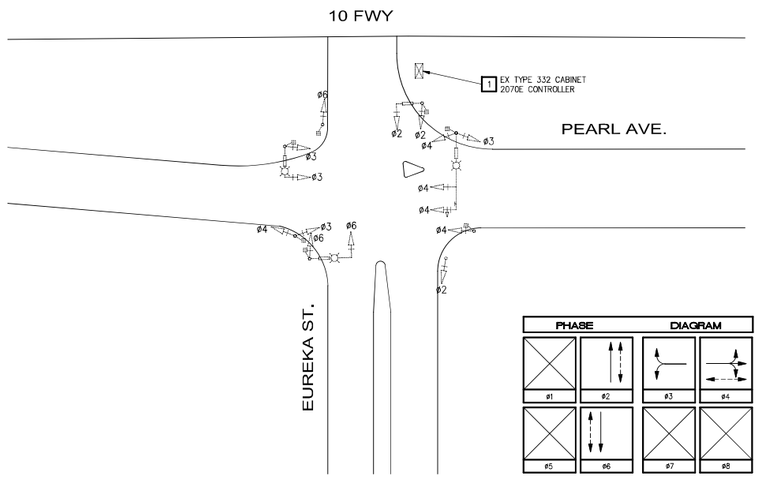
Designed by: G.H./R.P.
Date: 12/3/21
Checked by: R.P.
Date: 12/3/21
Drawn by: CEJ
Date: 12/3/21
Checked by:
Date:

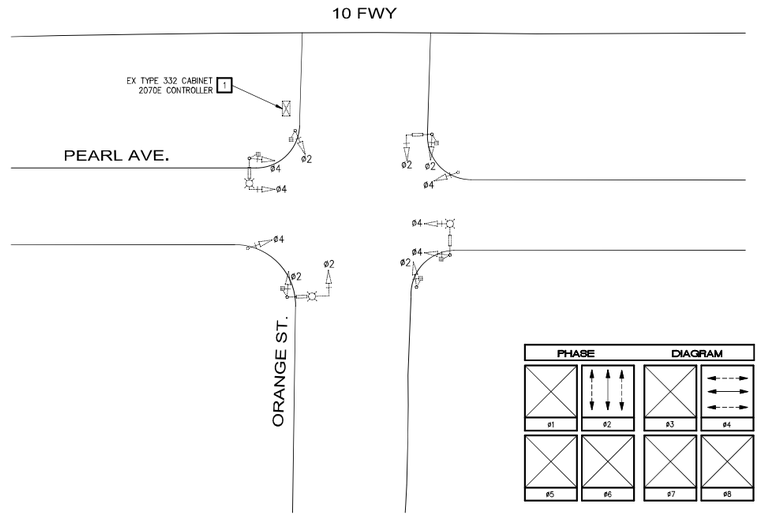
Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: Gautam K. Dobey 4/20/22
Gautam K. Dobey, Engineering Manager, R.C.E. 75646 Date

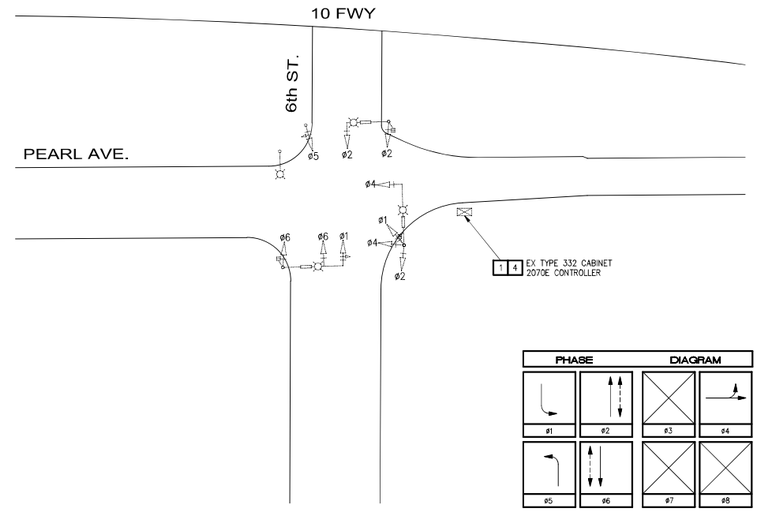
Sheet 24 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A

F-2392TS









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AGA Job No. : 137-001
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Print Date : 1/4/2021
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PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
aggengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No.83169 4/20/22 DATE

REGISTERED PROFESSIONAL ENGINEER
RUBEN PERALES
No. 83169
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

TRAFFIC SIGNAL IMPROVEMENT PLAN

ORANGE ST AT COLTON AVE, AND PEARL AVE AT EUREKA ST, ORANGE ST, AND 6TH ST

F-2392TS

Designed by: G.H./R.P. Date: 12/3/21
Checked by: R.P. Date: 12/3/21
Drawn by: CEJ Date: 12/3/21
Checked by: Date:

Reviewed By: Donald P. Young 4/20/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date
Approved By: Goutam K. Dobey 4/20/22
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

Sheet 25 of 25 Sheets
Scale: Horiz. 1"=40'
Vert. N/A

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

Revisions

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

NOTE: THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

"A City That Works"

City Council Meeting **K. 9.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an agreement with Green Earth Environmental Cleaning Solutions for city wide street sweeping services in a total agreement amount not-to-exceed $1,020,600 for a period of three years, with two additional one-year renewal options for a possible agreement total amount not-to-exceed $1,701,000, and determination that the project is not subject to environmental review pursuant to Section 15301(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 to approve an agreement with Green Earth Environmental Cleaning Solutions for city-wide street sweeping services in an amount not-to-exceed $1,202,600 for a period of three years, with two additional one-year renewal options for a possible agreement total amount not-to-exceed $1,701,000; and

2. I move that the City Council determine that the project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Green Earth Environmental Cleaning Solutions for city-wide street sweeping services in an amount not-to-exceed $1,020,600 for a period of three years, with two additional one-year renewal options for a possible agreement total amount not-to-exceed $1,701,000.

Staff further recommends the City Council determine that the project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Facilities and Community Services Department oversees the monthly street sweeping contract. The street sweeping contract includes residential routes which are swept twice a month, a monthly street sweeping program for City owned parking lots, airport, cemetery, landfill, and sweeping of the downtown area four times per week. This service enables the City to remain in compliance with the National Pollutant Discharge Elimination System (NPDES) requirements.

In accordance with the City's purchasing policy, City staff developed a Request for Bid (RFB) for street sweeping services. The RFB was competitively advertised, and the City Clerk conducted a public bid opening on April 20, 2022, opening 3 bids. Staff evaluated the bids for conformance with the purchasing ordinance, and verified the total price as shown in the table below. Green Earth Environmental Cleaning Solutions was determined to be the lowest responsible and responsive bidder.

VENDOR	BID AMOUNT
Green Earth Environmental Cleaning Solutions	$340,200.00
Guardian Street Sweeping	$954,0046.24
Clean Street	$1,217,599.40

Staff recommends approval of the agreement with Green Earth Environmental Cleaning Solutions for City wide street sweeping services in the amount not to exceed $1,020,600 for a period of three years with two additional one-year renewal options for a possible agreement total amount not-to-exceed $1,700,000. Furthermore, approval of the agreement has been determined to be categorically exempt from environmental review in accordance with Section 15301(c) of the State CEQA guidelines. This section, existing facilities, consists of the operation, repair maintenance, permitting, leasing, licensing or minor alteration of existing public or private structures, involving negligible or no expansion of existing or former use. The approval of this agreement will permit the services for city wide street sweeping.

ALTERNATIVES:

City Council may elect not to award the agreement with Green Earth Environmental Cleaning Solutions and provide alternative direction to staff.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:
Chris 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

PREPARED BY:
Kathleen Giorgianni, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2022-23
Revenue Generating:	Yes
Amount:	$1,020,600
Budgeted Y/N:	Yes
Account No.:	101304
Discussion:	

Funding for this service is included in the Streets Division Operating Budget request for FY 2002-23. Street cleaning fees generate approximately $311,000 annually.

Attachments

A. Agreement with Green Earth Environmental
B. Clerk's Bid Report

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of street sweeping services ("Agreement") is made and entered in this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Green Earth Environmental Cleaning Solutions ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform street sweeping services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to

Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Chris Boatman, Assistant City Manager, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The Services shall commence as of the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of three (3) years from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.3 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by this reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of One Million Twenty Thousand Six Hundred Dollars ($1,020,600) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of Three Hundred Forty Thousand Two Hundred Dollars ($340,200) for the first Extended

Term, and Three Hundred Forty Thousand Two Hundred Dollars ($340,200.) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of One Million Seven Hundred and One Thousand Dollars ($1,701,000). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Price and Fee Schedule," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Nsoah Abu-Rasool Green Earth Env. Cleaning Solutions 7231 Boulder Ave, STE 290 Highland, CA 92346 sweepers@greenearthecs.com 909-890-7470

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of

the State of California. Contractor shall execute and provide City with Exhibit "D" titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

GREEN EARTH ENVIRONMENTAL CLEANING SOLUTIONS

By: _____
Nsoah Abu-Rasool

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Perform Street Sweeping Services that includes, but is not limited to:

1. Contractor shall furnish, at its own expense, all labor, equipment and materials necessary for the satisfactory performance of the street sweeping.
2. Contractor shall ensure that all locations are cleaned and/or swept free of all trash, dirt and debris. Locations that are inaccessible to a sweeping machine, must be cleaned out by hand or other means. For example, corners or tight cul-de-sacs should be swept out by hand broom or blower and collected for disposal. After sweeping, curbs and gutter shall be left in a clean condition (free from residue).
3. For locations that cannot be directly cleaned with a sweeping machine (i.e. parked car with debris behind it), Contractor shall use a blower to clean off the identified infrastructure and then collect and dispose of the debris, or other cleaning methods as approved by the authorized City representative.
4. Contractor shall immediately notify and report to the authorized City representative the existence of large debris or illegal dumping that cannot be cleaned and disposed of as outlined in this Scope of Services.
5. Contractor shall make as many passes as are necessary to leave the streets in clean condition.
6. Contractor shall maintain a log that indicates dates, times, streets and miles swept. The log shall be available for the inspection by the Facilities & Community Services Director or his designee.
7. Holidays: Sweeping Services shall be provided on all holidays that the City provides refuse/recycle services.
8. Hours: Sweeping operations shall be conducted during hours that increase the benefit of the program. Residential shall be swept between 7 a.m. and 5 p.m. Commercial and Industrial areas shall be swept between the hours of 6:00 a.m. and 5:00 p.m. and downtown area shall be swept between the hours of 3:00 a.m. and 6:00 a.m.
9. Delays in Sweeping: Regular Sweeping shall not be required in the event of inclement weather.
10. Equipment: Sweeping shall be conducted by either mechanical broom sweeper, vacuum sweeper or combination sweepers. Mechanical broom sweepers may be approved by the City for certain heavy sweeping areas.
11. All sweepers utilized in this contract must be alternative fuel vehicles, fueled by compressed natural gas (L/CNG) or propane and comply with all Federal, State and Local regulations pertaining to sweeper equipment operation including, but not limited to, SCAQMD Rule 1186.1. The Bidder shall also provide all necessary operational information and data that may be required to complete the reporting requirements of any legally established regulatory agency.
12. City may sell L/CNG fuel to Contractor

13. All sweepers shall be equipped to work with both recyclable and domestic (potable) water, the use of recycled water shall be priority while performing daily operations. Contractor shall meet all Federal, State and local regulations, including, but not limited to SCAQMD Rule 1186.1.

14. Contractor shall have and maintain a minimum of three sweepers: Two (2) primary alternative fuel sweepers and one (1) back-up alternative sweeper for use in providing the services to the City.

15. In the event that a sweeper requires repair or replacement, a replacement sweeper will be provided so that the established inventory does not fall below the above stated requirements. The selected vendor shall maintain the sweepers in good, clean, working condition. Any of the primary sweepers needing to be permanently replaced due to age and condition of the vehicles shall be replaced with a new vehicle.

16. Global Positioning System (GPS) Tracking: Contractor, at its own expense will ensure that all primary street sweepers have a GPS installed that will enable the City to view via internet where the sweepers are at all times. T GPS system shall be capable of the following:

    a. The system shall be internet based and City shall be provided a minimum of two (2) accounts with have full access to the site.

    b. The system shall be capable of gathering and reporting the following real time data:

        i. Speed, direction, location on a map, address, distance traveled, brooms up or down, water on or off.

        ii. The sweepers' path of travel superimposed on a map.

    c. Generating an email alert whenever sweeper speeds exceed 6 mph or sweeper non-movement for periods in excess of one hour.

    d. Generating daily reports of sweeper activity including the previously required elements.

    e. Maintaining the data for a period of 90-days, after which data will be downloaded to the City for storage.

    f. Two way voice or text messaging communication between the City and the individual sweepers shall be available.

    g. GPS system must be up and running within 30 days of the Effective Date of the Agreement.

17. Response to complaints: Contractor shall respond within 24 hours to requests or complaints called in from the Department. Contractor shall investigate any complaints that may concern or involve the performance of the Street Sweeping Services. Contractor shall report to the Facilities & Community Services Director or their designee, on the following working day, as to the action or procedure taken with reference to any complaints.

18. Disposal of Sweeping: Contractor shall utilize the County landfill to dispose of debris and trash or other designated disposal site that accepts debris and trash from a street sweeper.

19. Water: Contractor shall obtain a portable water meter from the City's Utilities Customer Service Division, and shall obtain and pay separately for all water necessary for street sweeping services. The City will not provide water for this contract.

20. Speed Limit of Sweepers: Sweepers shall not operate above 5 miles per hour, especially around curbs and bends, or optimal maximum speed as specified by the manufacturer for optimum sweeping.

21. Record Keeping: Contractor shall provide the following records:

    a. Maintain a daily log detailing mileage and cubic yards/tons of materials collected.

    b. Submit to City a monthly report which summarizes curb mileage for residential, commercial and industrial disposal.

    c. Provide a report that specifies number and nature of complaints received when they were responded to and how they were resolved.

    d. Provide a report that contains lists of trees, vegetation, inoperative motor vehicles, and any other obstructions which impede sweeping.

    e. Contractor shall also provide all necessary operational information and data that may be required to complete the reporting requirements of any legally established regulatory agency.

22. Contractor may, from time to time, be required to attend a quarterly meeting at which monthly reports, complaint logs and other documentation will be reviewed and discussed.

23. Licenses: Contractor shall obtain a current City of Redlands business license prior to commencement of services.

24. Event of Default/Liquated Damages: Failure of Contractor to complete the work in accordance with the agreement and specifications will result in damages being sustained by the City. Such damages are, and will continue to be, impractical and extremely difficult to determine. The following are events of default that shall be cause for liquidated damages:

    a. Operation of sweeper without using sufficient water to control dust.

    b. Operation of sweeper exceeding the stated speed limits for operation.

    c. Missing scheduled sweeping days without providing prior notice to the Facilities and Community Services Director or their designee (excluding inclement weather).

    d. Poor results – i.e.: dirt left behind.

    e. Any failure or refusal by Contractor to perform in accordance with the terms of the agreement.

25. When observed violating the foregoing on the first occurrence, Contractor will be notified in writing by City. Contractor shall respond within five (5) business days with a written plan stating how compliance will be corrected. If Contractor violates the same specifications a second time within a 30-day period, the City shall have the right to withhold payment of $300.00 from the subsequent invoice following the month the violation occurred or went unresolved.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and _____ _____(hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to Description of Improvement Services to Public Buildings and/or grounds (the "Work"), which said agreement, dated _____, 20XX, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Written dollar amount 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 _____, 20__.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety) BY:
_____	_____
(Signature)	(Signature)
	Address: _____ _____
(Seal and Notarial Acknowledgment of Surety)	Telephone( ) _____

EXHIBIT “C”

PRICE AND FEE SCHEDULE

Prices noted below include all applicable sales, State, Federal and any other special taxes, patent rights or royalties.

A. SCHEDULED WORK

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE (MILES)	NUMBER OF SWEEPS PER YEAR	UNIT PRICE PER SWEEP
A1	Downtown area	2082	156	$129.50
A2	1st & 3rd Monday	1,837	24	$750.00
A3	1st & 3rd Tuesday	1234	24	$605.00
A4	1st & 3rd Wednesday	1027	24	$605.00
A5	1st & 3rd Thursday	1218	24	$605.00
A6	1st & 3rd Friday	1272	24	$605.00
A7	2nd & 4th Monday	1685	24	$750.00
A8	2nd & 4th Tuesday	1390	24	$700.00
A9	2nd & 4th Wednesday	1262	24	$605.00
A10	2nd & 4th Thursday	1950	24	$750.00
A11	2nd & 4th Friday	1035	24	$605.00

B. PARKS AND OTHER REQUIRED AREAS

ITEM NO.	LOCATION	SERVICE INTERVAL	SQ. FT	# OF SWEEPS PER YEAR	UNIT PRICE PER SWEEP
B1	Brookside Park	3RD FRIDAY	24,890	12	$450.00
B2	City Corp Yard	1ST & 3RD WEDNESDAY	375,558	24	$1,000.00
B3	Civic Center Parking Lot (above parking lot)	2ND THURSDAY	14,792	12	$171.00
B4	Community Park	3RD FRIDAY	30,707	12	$585.00
B5	Crafton Park	3RD FRIDAY	10,531	12	$171.00
B6	Downtown Parking Structure (above parking lot)	2ND THURSDAY	34,529	12	$585.00
B7	Ford Park	4TH THURSDAY	31,533	12	$585.00
B8	Hillside Memorial Park	2ND &4TH WEDNESDAY	370,025	24	$1,000.00
B9	Joslyn Senior Center	4TH THURSDAY	20,538	12	$450.00
B10	Oakmont Park	2ND THURSDAY	8,080	12	$121.83
B11	Prospect Park	2ND THURSDAY	28,422	12	$450.00
B12	Redlands Airport Parking	4TH THURSDAY	13,600	12	$171.00
B13	Airport interior	1st TUESDAY	1,315,862	12	$2,250.00
B14	Sports Park	1ST FRIDAY	219,500	12	$1,000.00
B15	Sylvan Park	3RD FRIDAY	24,243	12	$450.00
B16	The Door Fellowship Church	EVERY FRIDAY	23,109	48	$450.00

C. EXTRA WORK AS NEEDED

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. ANNUAL QTY	UNIT PRICE
C1	EXTRA WORK (ex: storm clean up, construction clean up).	Hour	40	$50.00

D. EXTRA WORK AS NEEDED

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. ANNUAL QTY	UNIT PRICE
D1	Street Sweeper and Street Sweeper Operator Rental	Mile	120	$10.00

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

GREEN EARTH ENVIRONMENTAL
CLEANING SOLUTIONS

By:_____ Date: _____

Nasoh Abu-Rasool

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **20th day of April 2022 at 11:30 a.m.** on behalf of the Facilities & Community Services Department for **Street Sweeping Services – FCS03312022KG**. 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	Green Earth Environmental Cleaning Solutions, Highland CA	Yes	N/A	$ 340,200.00
2	Guardian Street Sweeping, Anaheim CA	Yes	N/A	$ 954,046.24
3	Clean Street, Gardena CA	Yes	N/A	$1,217,559.40

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Kathleen Giorgianni

"A City That Works"

City Council Meeting **K. 10.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an agreement with RP Landscape & Irrigation for landscape maintenance services for Community Facility Districts in an amount not-to-exceed $169,901 for a period of one year, with two additional one year renewal options for a total agreement amount not-to-exceed $509,703 (Assistant City Manager Boatman)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move to approve an agreement with RP Landscape & Irrigation to provide landscaping services for Community Facility Districts in an amount not-to-exceed $169,901 for a period of one year, with two additional one year renewal options for a total agreement amount not-to-exceed $509,703.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with RP Landscape & Irrigation to provide landscaping services for Community Facility Districts in an amount not-to-exceed $169,901 for a period of one year, with two additional one year renewal options for a total agreement amount not-to-exceed $509,703.

DISCUSSION:

Community Facilities Districts (CFDs) are defined as areas of the City in which property owners have elected to impose assessments in order to finance and maintain public improvements required in connection with the development of the property. The City's CFDs were formed in accordance with the Mello-Roos Community Facilities Act of 1982. The Facilities and Community Services Department oversees the day-to-day management of thirteen CFD annexations throughout the City.

City staff developed a bid request based on the quantities estimated for annual maintenance. On March 23, 2022, the City Clerk received and opened five bids. Staff evaluated the bids for conformance with the purchasing ordinance and verified the total price as shown in the table below. RP Landscape & Irrigation met all the bidding requirements and was deemed the apparent lowest responsible bidder.

Bidder	Bid Open Amount
RP Landscape and Irrigation	$169,901.00
Priority Landscape Services, LLC.	$203,829.00
TLC Landscape Services, Inc.	$221,260.00
DW Landscape Inc.	$222,928.99
Urban Habitat Environmental Landscapes	$271,566.00

Staff is recommending that the City Council approve an agreement with RP Landscape & Irrigation, in the amount of $169,901 for a period of one year, with two additional one year renewal options for a total agreement amount not-to-exceed $509,703.

ALTERNATIVES:

City Council may elect to not approve the agreement with RP Landscape & Irrigation and provide alternative direction to staff.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Chris Boatman, Assistant City Manager

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director
Janice McConnell, Assistant City Manager

PREPARED BY:
Erik Reeves, Field Services Superintendent

Fiscal Impact

Fiscal Year: FY 22/23

Amount: 169,901.00

Budgeted Y/N: Yes

Account No.: 261300-6710

Discussion:

Sufficient funding for this service is included in the Facilities & Community Services Department budget for Fiscal Year 2022-23 as approved by City Council. Costs associated with any future renewal terms of the agreement will be included in subsequent budget requests prepared by the Department. These landscaping services are funded by assessments collected by the Community Facility Districts (231300).

Attachments

City Clerk Bid Opening Report

Agreement

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **23rd day of March 2022 at 10:00 a.m.** on behalf of the Facilities and Community Services Department for **CFD Landscape Maintenance-FCS1312022JS** 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	Addendas Acknowledged (2)	Total Bid Amount
1	RP Landscape & Irrigation, San Bernardino CA	Yes	Acknowledged	$169,901.00
2	TLC Landscape Services Inc., Redlands CA	Yes	Acknowledged	$203,829.00
3	Leafwise Landscape, Moreno Valley CA	Yes	Acknowledged	$221,260.00
4	Integrity Arborist and Ecoscape Inc., Riverside CA	Yes	Acknowledged	$222,928.99
5	Priority Landscape Services, LLC Anaheim CA	Yes	Acknowledged	$271,566.00

Jeannie Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Jocelyn Santa Cruz

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of landscape maintenance services at Community Facilities Districts ("Agreement") is made and entered in this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and RP Landscape & Irrigation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform landscape maintenance services at Community Facilities Districts for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Chris Boatman, Assistant City Manager, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 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." The Services shall commence as of the Effective Date of this agreement.

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.3 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by this reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of one hundred sixty-nine thousand nine hundred one dollars ($169,901) for the Services provided during the Initial Term. Should this Agreement be renewed, the

compensation for Contractor's performance for the Services shall not exceed the amount of ($169,901) for the first Extended Term; and one hundred sixty-nine thousand nine hundred one ($169,901) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of [five hundred nine thousand seven hundred three dollars ($509,703). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "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	Roy Perez, Owner RP Landscape & Irrigation PO Box 1200 San Bernardino, CA 92402 rplandscapeinc@aol.coml 909-889-9987

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to

City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;

(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been

accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

RP LANDSCAPE & IRRIGATION

By: _____
Roy Perez, Owner

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

1. **TURF GRASS MOWING**
   Mowing height for all turf grass areas shall be no less than 1.5" and shall not exceed 2.5" during the months of November to April. Through the months of May to October turf grass shall be mowed at a height of 3.5" to 4.5 ". The turf shall be cut at a uniform height leaving no scalping or uneven cuts. Trash and debris shall be cleaned up prior to each mowing.

2. **TURF GRASS EDGING AND TRIMMING**
   All areas in need of edging such as turf grass, ground cover, small shrubs, etc. shall be mechanically edged as specified in the service schedule. Trimming shall be performed around all road signs, park posts, trees, shrubs, utility posts, fencing, and all other obstacles taking special care to not cause any damage. Grass shall be trimmed at a height corresponding with specifications determined by the mowing schedule.

3. **SHRUB/VINE MAINTENANCE**
   All shrubbery and/or vines shall be pruned to maintain a proper size in relationship to adjacent plantings and intended functions. All vines growing on walls or fencing shall be kept at a minimum of 8" below the top edge.

4. **PLANTER BEDS**
   Contractor shall be responsible for monitoring health and maintenance of plant within planter bed areas; Contractor shall be responsible for replacement of failed or expired plants up to a cost of $500 over a six month timeframe; Contractor will be responsible for notifying City staff of needed replacement of plant material exceeding the aforementioned dollar amount and providing a quote for the work.

5. **BLOW/SWEEP CURB, GUTTER HARDSCAPE**
   All hardscape areas including curb and gutter shall be swept and/or blown clean. Landscape maintenance trimmings/waste shall not be blown into the street and left; all landscaping maintenance trimming/waste shall be swept up, disposed of and taken off site.

6. **MULCH**
   Mulch shall be maintained and kept in the designated areas; Contractor shall be responsible for notifying City staff of needed replenishment and providing a quote for the work.

7. **DECOMPOSED GRANITE (DG) PATHWAYS/AREAS**
   All DG pathways shall be maintained in a manner that keeps them free of weeds, standing water and trash; all DG pathways shall have DG and borders replenished or replaced as needed.

8. **IRRIGATION MAINTENANCE AND REPAIR**
   Establish time settings and intervals of irrigation water application for each value of all irrigation zones pertaining to each location. Make changes when necessary to correspond to variable seasons and or climate changes. Check for coverage and plugged heads. Correct conditions of over or under watering as may be determined by scheduled visits. Repair and/or replacement for

any work done on damaged and/or missing irrigation parts exceeding a cost of $500.00 shall be submitted to the City of Redlands Facilities and Community Services Department for approval prior to work being done or parts being purchased. Any replacement parts pertaining to the irrigation system shall be the same make to match with existing components specific to the location; i.e. Hunter, Rain Bird, Superior, Sch 40 PVC fittings and pipe, etc.

9. **WEED CONTROL (CHEMICAL TREATMENT, MANUAL REMOVAL)**

The contractor shall monitor and provide continuous weed control and shall take timely measures to treat them with appropriate herbicide application. Applicator shall take appropriate measures and precautions while applying various pesticides and/or herbicides to meet with all county rules and regulations. Contractor shall have a QAC and be responsible for all record keeping and reporting.

10. **PEST CONTROL**

Contractor shall monitor and provide rodent and pest control primarily for gopher and ground squirrel abatement. Contractor shall use mechanical and approved chemical treatments to effectively treat all pest/rodent infestation problems.

11. **TREE MAINTENANCE**

Minimal pruning shall be done only to enhance natural growth. Tree pruning shall be done by a licensed contractor with the appropriate certifications for pruning. Trimming shall be done per the City of Redlands standards. Fallen limbs and other such tree care emergencies shall be done on an as needed basis. Any existing tree stakes/lodge poles shall be removed on the staked tree trunk reaches a diameter that is 1.5 times larger than the tree stakes.

12. **TRASH AND DEBRIS REMOVAL**

Trash, leaves, debris, and any other foreign objects shall be removed and disposed of appropriately, this includes any debris left as a result of homelessness as well as any small to nominal sizes homeless encampment; questionable instances will be discussed with City staff and resolved accordingly. Trash receptacles will have trash bags/liners utilized at all times. Contractor will be responsible for replacing any missing plastic trash receptacle from the coverage area.

13. **FERTILIZATION AND AERATION**

Fertilization and Aeration will be conducted using 15-15-15 twice yearly unless otherwise directed by City Staff.

14. **PLAYGROUND/EXERCISE EQUIPMENT**

Maintenance and repairs (weekly inspection and maintenance repairs). Report of any missing or catastrophic damage shall be reported to City staff immediately upon discovery. Any damaged, faulty, hazardous playground or exercise equipment shall be taped of upon discovery with “Danger Tape”.

15. **BBQ & PICNIC AREA MAINTENANCE**

Clean out any used BBQ; inspect tables and furniture for damage or vandalism. Report of any missing or catastrophic damage shall be reported to City staff immediately upon discovery. Any damaged, faulty, hazardous picnic, BBQ equipment or Park benches shall be taped of upon discovery with “Danger Tape”.

16. GRAFFITI ABATEMENT

Check all amenities and furniture for graffiti and blight weekly. Remove or cover as discovered. Any furniture, equipment or structures that are ruined or permanently defaced shall be reported to City staff upon discovery.

17. RETENTION BASIN MAINTENANCE

Contractor shall monitor plant/shrub growth of retention basin areas; contractor is responsible for managing plant material and weed abatement with basin area(s).

18. LIGHTING

All park or pathway lighting found to be damaged, inoperable or missing shall be reported to City staff upon discovery.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and _____ _____(hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to Description of Improvement Services to Public Buildings and/or grounds (the "Work"), which said agreement, dated _____, 2022, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Written dollar amount 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 _____, 20__.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety) BY:
_____	_____
(Signature)	(Signature)
	Address: _____ _____
(Seal and Notarial Acknowledgment of Surety)	Telephone( ) _____

EXHIBIT "C"

("Fee Schedule/ Price and Fee Bid")

ORIGINAL CFD 2004-01 CENTEX HOMES 5TH AVE. & WABASH ST

	SERVICE	ANNUAL FREQUENCY	UNIT PRICE $	ANNUAL TOTAL $
1	TURF GRASS MOWING	**1 TIME PER WEEK**	$ **254.00**/PER WEEK 52 TIMES PER YEAR	**$13,208**
2	TURF GRASS EDGING & TRIMMING	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	**$520.00**
3	SHRUB/VINE MAINTENANCE	**6 TIMES PER YEAR**	$ **45.00**/PER VISIT;6 TIMES PER YEAR	**$270.00**
4	BLOW/SWEEP CURB, GUTTER, HARDSCAPE	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	**$520.00**
5	IRRIGATION MAINTENANCE & REPAIR (MONTHLY INSPECTION W/ REPAIRS AS NEEDED)	**1 TIME PER MONTH**	$**50.00**/PER MONTH 12 TIMES PER YEAR	**$600.00**
6	WEED CONTROL (CHEMICAL TREATMENT, MANUAL REMOVAL)	**1 TIME PER WEEK**	$**25.00**/PER WEEK 52 TIMES PER YEAR	**$1300.00**
7	PEST CONTROL	**2 TIMES PER MONTH**	$**35.00**/PER VISIT;24 TIMES PER YEAR	**$840.00**
8	TREE MAINTENANCE	**1 TIME PER YEAR**	$**100.00**/PER YEAR	**$100.00**
9	TRASH & DEBRIS REMOVAL	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	**$520.00**
10	FERTILIZATION AND AERATION	**2 TIMES PER YEAR**	$**60.00**/PER VISIT;2 TIMES PER YEAR	**$120.00**
	CITRUS GROVE AREA			
11	WEED CONTROL	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	**$520.00**
12	PEST CONTROL	**2 TIMES PER MONTH**	$**35.00**/PER VISIT;24 TIMES PER YEAR	**$840.00**
			SUBTOTAL	**$19,358.00**

ANNEXATION NO. 4 FORD ST. AT PATRICIA DR. MEDIAN

	SERVICE	ANNUAL FREQUENCY	UNIT PRICE $	ANNUAL TOTAL $
1	SHRUB/VINE MAINTENANCE	**6 TIMES PER YEAR**	$**50.00**/PER VISIT;24 TIMES PER YEAR	**$1200.00**
2	BLOW/SWEEP CURB, GUTTER, HARDSCAPE	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	**$520.00**
3	IRRIGATION MAINTENANCE & REPAIR (MONTHLY INSPECTION WITH REPAIRS AS NEEDED)	**1 TIME PER MONTH**	$**35.00**/PER MONTH 12 TIMES PER YEAR	**$420.00**
4	WEED CONTROL (CHEMICAL TREATMENT, MANUAL REMOVAL)	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	**$520.00**
5	PEST CONTROL	**2 TIMES PER MONTH**	$**20.00**/PER VISIT;24 TIMES PER YEAR	**$480.00**
6	TREE MAINTENANCE	**1 TIME PER YEAR**	$**100.00**/PER YEAR	**$100.00**
7	TRASH & DEBRIS REMOVAL	**1 TIME PER WEEK**	$**7.00**/PER WEEK 52 TIMES PER YEAR	**$364.00**
			SUBTOTAL	**$3604.00**

ANNEXATION NO. 5 CALIFORNIA ST. AT ORANGE TREE LN.

	SERVICE	ANNUAL FREQUENCY	UNIT PRICE $	ANNUAL TOTAL $
1	TURF GRASS MOWING	**1 TIME PER WEEK**	$**20.00**/PER WEEK 52 TIMES PER YEAR	**$1040.00**
2	TURF GRASS EDGING & TRIMMING	**1 TIME PER WEEK**	$**5.00**/PER WEEK 52 TIMES PER YEAR	**$260.00**
3	BLOW/SWEEP CURB, GUTTER, HARDSCAPE	**1 TIME PER WEEK**	$**5.00**/PER WEEK 52 TIMES PER YEAR	**$260.00**
4	IRRIGATION MAINTENANCE & REPAIR (MONTHLY INSPECTION WITH REPAIRS AS NEEDED)	**1 TIME PER MONTH**	$**25.00**/PER VISIT; 12 TIMES PER YEAR	**$300.00**
5	WEED CONTROL (CHEMICAL TREATMENT/MANUAL REMOVAL)	**1 TIME PER WEEK**	$**5.00**/PER WEEK 52 TIMES PER YEAR	**$260.00**
6	PEST CONTROL	**2 TIMES PER MONTH**	$**5.00**/PER VISIT;24 TIMES PER YEAR	**$120.00**
7	TREE MAINTENANCE (CRAPE MYRTLE ONLY)	**1 TIME PER YEAR**	$**50.00**/PER YEAR	**$50.00**
8	TRASH & DEBRIS REMOVAL	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	**$520.00**
9	FERTILIZATION AND AERATION	**2 TIMES PER YEAR**	$**95.00**/PER VISIT;2 TIMES PER YEAR	**$190.00**
			SUBTOTAL	**$3000.00**

ANNEXATION NO. 9 REDLANDS BLVD. AT NEVADA ST. MEDIAN

	SERVICE	ANNUAL FREQUENCY	UNIT PRICE $	ANNUAL TOTAL $
1	SHRUB & VINE MAINTENANCE	**6 TIMES PER YEAR**	$**390.00**/PER VISIT;6 TIMES PER YEAR	**$2340.00**
2	BLOW/SWEEP CURB, GUTTER, HARDSCAPE	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	**$520.00**
3	IRRIGATION MAINTENANCE & REPAIR (MONTHLY INSPECTION WITH REPAIRS AS NEEDED)	**1 TIME PER MONTH**	$**35.00**/PER VISIT;12 TIMES PER YEAR	**$420.00**
4	WEED CONTROL (CHEMICAL TREATMENT, MANUAL REMOVAL)	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	**$520.00**
5	PEST CONTROL	**2 TIMES PER MONTH**	$**20.00**/PER VISIT;24 TIMES PER YEAR	**$480.00**
6	TRASH & DEBRIS REMOVAL	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	**$520.00**
			SUBTOTAL	**$4800.00**

ANNEXATION NO. 12A LUCAS LN. & JUDSON ST. WEST

	SERVICE	ANNUAL FREQUENCY	UNIT PRICE $	ANNUAL TOTAL $
1	TURF GRASS MOWING	**1 TIME PER WEEK**	$**175.00**/PER WEEK 52 TIMES PER YEAR	**$9100.00**
2	TURF GRASS EDGING & TRIMMING	**1 TIME PER WEEK**	$**15.00**/PER WEEK 52 TIMES PER YEAR	**$780.00**
3	SHRUB/VINE MAINTENANCE	**6 TIMES PER YEAR**	$**1180.00**/PER VISIT;6 TIMES PER YEAR	**$7080.00**
4	BLOW/SWEEP CURB, GUTTER, HARDSCAPE	**1 TIME PER WEEK**	$**15.00**/PER WEEK 52 TIMES PER YEAR	**$780.00**
5	IRRIGATION MAINTENANCE & REPAIR (MONTHLY INSPECTION W/REPAIRS AS NEEDED)	**1 TIME PER MONTH**	$**80.00**/PER MONTH 12 TIMES PER YEAR	**$960.00**
6	WEED CONTROL (CHEMICAL TREATMENT, MANUAL REMOVAL)	**1 TIME PER WEEK**	$**15.00**/PER WEEK 52 TIMES PER YEAR	**$780.00**
7	PEST CONTROL	**2 TIMES PER MONTH**	$**30.00**/PER VISIT;24 TIMES PER YEAR	**$720.00**
8	TREE MAINTENANCE	**1 TIME PER YEAR**	$**100.00**/PER YEAR	**$100.00**
9	TRASH & DEBRIS REMOVAL (WEEKLY TRASH RECEPTACLE DUMPING & LETTER ABATEMENT)	**1 TIME PER WEEK**	$**15.00** PER WEEK 52 TIMES PER YEAR	**$780.00**
10	PLAYGROUND/EXERCISE EQUIPMENT MAINTENANCE & REPAIRS (WEEKLY INSPECTION & MAINTENANCE/REPAIRS)	**1 TIME PER WEEK**	$**10.00** PER WEEK 52 TIMES PER YEAR	**$520.00**
11	BBQ & PICNIC AREA MAINTENANCE (CLEAN OUT ANY USED BBQ; INSPECT TABLES & FURNITURE)	**1 TIME PER WEEK**	$**10.00** PER WEEK 52 TIMES PER YEAR	**$520.00**
12	RETENTION BASIN MAINTENANCE	**2 TIMES PER YEAR**	$**300.00** PER VISIT;2 TIMES PER YEAR	**$600.00**
13	FERTILIZATION AND AERATION	**2 TIMES PER YEAR**	$**160.00**/PER VISIT;2 TIMES PER YEAR	**$320.00**
14	DG PATHWAY AND EXERCISE PADS	**1 TIME PER WEEK**	$**20.00** PER WEEK 52 TIMES PER YEAR	**$1040.00**
			SUBTOTAL	**$24,080.00**

ANNEXATION NO. 12B LUCAS LN. & JUDSON ST. EAST

	SERVICE	ANNUAL FREQUENCY	UNIT PRICE $	ANNUAL TOTAL $
1	TURF GRASS MOWING	**1 TIME PER WEEK**	$**40.00**/PER WEEK 52 TIMES PER YEAR	**$2080.00**
2	TURF GRASS EDGING & TRIMMING	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	**$520.00**
3	SHRUB/VINE MAINTENANCE	**6 TIMES PER YEAR**	$**40.00**/PER VISIT;6 TIMES PER YEAR	**$240.00**
4	BLOW/SWEEP CURB, GUTTER, HARDSCAPE	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	**$520.00**
5	IRRIGATION MAINTENANCE & REPAIR (MONTHLY INSPECTION W/REPAIRS AS NEEDED)	**1 TIME PER MONTH**	$**80.00**/PER MONTH 12 TIMES PER YEAR	**$960.00**
6	WEED CONTROL (CHEMICAL TREATMENT, MANUAL REMOVAL)	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	**$520.00**
7	PEST CONTROL	**2 TIMES PER MONTH**	$**30.00**/PER VISIT;24 TIMES PER YEAR	**$720.00**
8	TREE MAINTENANCE	**1 TIME PER YEAR**	$**100.00**/PER YEAR	**$100.00**
9	TRASH & DEBRIS REMOVAL (WEEKLY TRASH RECEPTACLE DUMPING & LETTER ABATEMENT)	**1 TIME PER WEEK**	$**15.00/**PER WEEK 52 TIMES PER YEAR	**$720.00**
10	PLAYGROUND/EXERCISE EQUIPMENT MAINTENANCE & REPAIRS (WEEKLY INSPECTION & MAINTENANCE/REPAIRS)	**1 TIME PER WEEK**	$**10.00**PER WEEK 52 TIMES PER YEAR	**$520.00**
11	BBQ & PICNIC AREA MAINTENANCE (CLEAN OUT ANY USED BBQ; INSPECT TABLES & FURNITURE)	**1 TIME PER WEEK**	$**10.00** PER WEEK 52 TIMES PER YEAR	**$520.00**
12	RETENTION BASIN MAINTENANCE	**2 TIMES PER YEAR**	$**300.00** PER VISIT; 2 TIMES PER YEAR	**$600.00**
13	FERTILIZATION AND AERATION	**2 TIMES PER YEAR**	$**160.00**/PER VISIT;2 TIMES PER YEAR	**$320.00**
14	DG PATHWAY AND EXERCISE PADS	**1 TIME PER WEEK**	$**20.00** PER WEEK 52 TIMES PER YEAR	**$1040.00**
			SUBTOTAL	**$9440.00**

ANNEXATION NO. 12C AMIE CT. (NORTH/SOUTH GREEN BELT)

	SERVICE	ANNUAL FREQUENCY	UNIT PRICE $	ANNUAL TOTAL $
1	TURF GRASS MOWING	**1 TIME PER WEEK**	$**54.00**/PER WEEK 52 TIMES PER YEAR	**$2808.00**
2	TURF GRASS EDGING & TRIMMING	**1 TIME PER WEEK**	$**5.00**/PER WEEK 52 TIMES PER YEAR	**$260.00**
3	SHRUB/VINE MAINTENANCE	**6 TIMES PER YEAR**	$**10.00**/PER VISIT;6 TIMES PER YEAR	**$60.00**
4	BLOW/SWEEP CURB, GUTTER, HARDSCAPE	**1 TIME PER WEEK**	$**5.00**/PER WEEK 52 TIMES PER YEAR	**$260.00**
5	IRRIGATION MAINTENANCE & REPAIR (MONTHLY INSPECTION W/REPAIRS AS NEEDED)	**1 TIME PER MONTH**	$**25.00**/PER MONTH 12 TIMES PER YEAR	**$300.00**
6	WEED CONTROL (CHEMICAL TREATMENT, MANUAL REMOVAL)	**1 TIME PER WEEK**	$**5.00**/PER WEEK 52 TIMES PER YEAR	**$260.00**
7	PEST CONTROL	**2 TIMES PER MONTH**	$**5.00**/PER VISIT;24 TIMES PER YEAR	**$120.00**
8	TREE MAINTENANCE	**1 TIME PER YEAR**	$**50.00**/PER YEAR	**$50.00**
9	FERTILIZATION AND AERATION	**2 TIMES PER YEAR**	$**95.00**/PER VISIT;2 TIMES PER YEAR	**$190.00**
10	TRASH & DEBRIS REMOVAL	**1 TIME PER WEEK**	$ **10.00** PER WEEK 52 TIMES PER YEAR	**$520.00**
			SUBTOTAL	**$4828.00**

ANNEXATION NO. 12D LUCAS LN./SAN BERNARDINO AVE. & ADELINE AVE

	SERVICE	ANNUAL FREQUENCY	UNIT PRICE $	ANNUAL TOTAL $
1	SHRUB/VINE MAINTENANCE	**6 TIMES PER YEAR**	$**2583.00**/PER VISIT;6 TIMES PER YEAR	**$15,498.00**
2	BLOW/SWEEP CURB, GUTTER, HARDSCAPE	**1 TIME PER WEEK**	$**15.00**/PER WEEK 52 TIMES PER YEAR	**$780.00**
3	IRRIGATION MAINTENANCE & REPAIR (MONTHLY INSPECTION W/REPAIRS AS NEEDED)	**1 TIME PER MONTH**	$**80.00**/PER MONTH 12 TIMES PER YEAR	**$960.00**
4	WEED CONTROL (CHEMICAL TREATMENT, MANUAL REMOVAL)	**1 TIME PER WEEK**	$**30.00**/PER WEEK 52 TIMES PER YEAR	**$1560.00**
5	PEST CONTROL	**2 TIMES PER MONTH**	$**30.00**/PER VISIT;24 TIMES PER YEAR	**$720.00**
6	TREE MAINTENANCE	**1 TIME PER YEAR**	$**100.00**/PER YEAR	**$100.00**
7	TRASH & DEBRIS REMOVAL	**1 TIME PER WEEK**	$**15.00**/PER WEEK 52 TIMES PER YEAR	**$780.00**
8	RETENTION BASIN MAINTENANCE	**2 TIMES PER YEAR**	$**300.00**/PER VISIT; 2 TIMES PER YEAR	**$600.00**
			SUBTOTAL	**$20,998.00**

	CITRUS GROVE AREA			
	SERVICE	**ANNUAL FREQUENCY**	**UNIT PRICE $**	**ANNUAL TOTAL $**
9	WEED CONTROL (CHEMICAL TREATMENT, MANUAL REMOVAL)	**1 TIME PER WEEK**	$**30.00**/PER WEEK 52 TIMES PER YEAR	**$1560.00**
10	PEST CONTROL	**2 TIMES PER MONTH**	$**30.00**/PER VISIT;24 TIMES PER YEAR	**$720.00**
			SUBTOTAL	**$23,278.00**

ANNEXATION NO. 14 CALIFORNIA ST. MEDIAN AT ALMOND AVE.

	SERVICE	ANNUAL FREQUENCY	UNIT PRICE $	ANNUAL TOTAL $
1	TURF GRASS MOWING	**1 TIME PER WEEK**	$**24.00**/PER WEEK 52 TIMES PER YEAR	**$1248.00**
2	TURF GRASS EDGING & TRIMMING	**1 TIME PER WEEK**	$**5.00**/PER WEEK 52 TIMES PER YEAR	**$260.00**
3	BLOW/SWEEP CURB, GUTTER, HARDSCAPE	**1 TIME PER WEEK**	$**5.00**/PER WEEK 52 TIMES PER YEAR	**$260.00**
4	IRRIGATION MAINTENANCE & REPAIR (MONTHLY INSPECTION W/REPAIRS AS NEEDED)	**1 TIME PER MONTH**	$**20.00**/PER MONTH 12 TIMES PER YEAR	**$240.00**
5	WEED CONTROL (CHEMICAL TREATMENT, MANUAL REMOVAL)	**1 TIME PER WEEK**	$**5.00**/PER WEEK 52 TIMES PER YEAR	**$260.00**
6	PEST CONTROL	**2 TIMES PER MONTH**	$**5.00**/PER VISIT;24 TIMES PER YEAR	**$120.00**
7	TREE MAINTENANCE	**1 TIME PER YEAR**	$**25.00** /PER YEAR	**$25.00**
8	FERTILIZATION AND AERATION	**2 TIMES PER YEAR**	$**50.00**/PER VISIT;2 TIMES PER YEAR	**$100.00**
9	TRASH & DEBRIS REMOVAL	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	**$520.00**
			SUBTOTAL	**$3033.00**

ANNEXATION NO. 16 DOMESTIC AVENUE, TEXAS STREET, AND CLEMENTINE STREET

	SERVICE	ANNUAL FREQUENCY	UNIT PRICE $	ANNUAL TOTAL $
1	TURF GRASS MOWING	**1 TIME PER WEEK**	$**236.00**/PER WEEK 52 TIMES PER YEAR	**$12,272.00**
2	TURF GRASS EDGING & TRIMMING	**1 TIME PER WEEK**	$**10.00/PER** WEEK 52 TIMES PER YEAR	**$520.00**
3	SHRUB/VINE MAINTENANCE	**6 TIMES PER YEAR**	$**2940.00**/PER VISIT;6 TIMES PER YEAR	**$17,640.00**
4	BLOW/SWEEP CURB, GUTTER, HARDSCAPE	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	**$520.00**
5	IRRIGATION MAINTENANCE & REPAIR (MONTHLY INSPECTION W/ REPAIRS AS NEEDED)	**1 TIME PER MONTH**	$**100.00**/PER MONTH 12 TIMES PER YEAR	**$1200.00**
6	WEED CONTROL (CHEMICAL TREATMENT, MANUAL REMOVAL)	**1 TIME PER WEEK**	$**25.00**/PER WEEK 52 TIMES PER YEAR	**$1300.00**
7	PEST CONTROL	**2 TIMES PER MONTH**	$**35.00**/PER VISIT;24 TIMES PER YEAR	**$840.00**
8	TREE MAINTENANCE	**1 TIME PER YEAR**	$**100.00**/PER YEAR	**$100.00**
9	TRASH & DEBRIS REMOVAL (WEEKLY TRASH RECEPTACLE DUMPING & LETTER ABATEMENT)	**1 TIME PER WEEK**	$**15.00**/ PER WEEK 52 TIMES PER YEAR	**$780.00**
10	PLAYGROUND/EXERCISE EQUIPMENT MAINTENANCE & REPAIRS (WEEKLY INSPECTION & MAINTENANCE/REPAIRS)	**1 TIME PER WEEK**	$**15.00**/ PER WEEK 52 TIMES PER YEAR	**$780.00**
11	FERTILIZATION AND AERATION	**2 TIMES PER YEAR**	$**240.00**/PER VISIT;2 TIMES PER YEAR	**$480.00**
12	BBQ & PICNIC AREA MAINTENANCE (CLEAN OUT ANY USED BBQ; INSPECT TABLES & FURNITURE)	**1 TIME PER WEEK**	$**15.00** PER WEEK 52 TIMES PER YEAR	**$780.00**

	CITRUS GROVE AREA			
	SERVICE	**ANNUAL FREQUENCY**	**UNIT PRICE $**	**ANNUAL TOTAL $**
13	WEED CONTROL (CHEMICAL TREATMENT, MANUAL REMOVAL)	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	**$520.00**
14	PEST CONTROL	**2 TIMES PER MONTH**	$**35.00**/PER VISIT;24 TIMES PER YEAR	**$840.00**
			SUBTOTAL	**$38,572.00**

ANNEXATION NO. 19 WABASH ST. & SYLVAN BLVD.

	SERVICE	ANNUAL FREQUENCY	UNIT PRICE $	ANNUAL TOTAL $
1	SHRUB/VINE MAINTENANCE	**6 TIMES PER YEAR**	$**1796.00**/PER VISIT;6 TIMES PER YEAR	**$10,776.00**
2	BLOW/SWEEP CURB, GUTTER, HARDSCAPE	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	**$520.00**
3	IRRIGATION MAINTENANCE & REPAIR (MONTHLY INSPECTION W/REPAIRS AS NEEDED)	**1 TIME PER MONTH**	$**50.00**/PER MONTH 12 TIMES PER YEAR	**$600.00**
4	WEED CONTROL (CHEMICAL TREATMENT, MANUAL REMOVAL)	**1 TIME PER WEEK**	$**25.00**/PER WEEK 52 TIMES PER YEAR	**$1300.00**
5	PEST CONTROL	**2 TIMES PER MONTH**	$**35.00**/PER VISIT;24 TIMES PER YEAR	**$840.00**
6	TREE MAINTENANCE	**1 TIME PER YEAR**	$**100.00**/PER YEAR	**$100.00**
7	TRASH & DEBRIS REMOVAL	**1 TIME PER WEEK**	$**10.00** PER WEEK 52 TIMES PER YEAR	**$520.00**
8	RETENTION BASIN MAINTENANCE	**2 TIMES PER YEAR**	$**200.00** PER VISIT; 2 TIMES PER YEAR	**$400.00**
9	DG PATHWAYS	**1 TIME PER WEEK**	$**15.00** PER WEEK 52 TIMES PER YEAR	**$780.00**
			SUBTOTAL	**$15,836.00**

ANNEXATION NO. 20 WABASH AVE. & CITRUS AVE.

	SERVICE	ANNUAL FREQUENCY	UNIT PRICE $	ANNUAL TOTAL $
1	SHRUB/VINE MAINTENANCE	**6 TIMES PER YEAR**	$**586.00**/PER VISIT;6 TIMES PER YEAR	**$3516.00**
2	BLOW/SWEEP CURB, GUTTER, HARDSCAPE	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	**$520.00**
3	IRRIGATION MAINTENANCE & REPAIR (MONTHLY INSPECTION W/REPAIRS AS NEEDED)	**1 TIME PER MONTH**	$**50.00**/PER MONTH 12 TIMES PER YEAR	**$600.00**
4	WEED CONTROL (CHEMICAL TREATMENT, MANUAL REMOVAL)	**1 TIME PER WEEK**	$**25.00**/PER WEEK 52 TIMES PER YEAR	**$1300.00**
5	PEST CONTROL	**2 TIMES PER MONTH**	$**35.00**/PER VISIT;24 TIMES PER YEAR	**$840.00**
6	TREE MAINTENANCE (SMALL TREE)	**1 TIME PER YEAR**	$**100.00**/PER YEAR	**$100.00**
7	TRASH & DEBRIS REMOVAL (WEEKLY TRASH RECEPTACLE DUMPING & LITTER ABATEMENT)	**1 TIME PER WEEK**	$**10.00** PER WEEK 52 TIMES PER YEAR	**$520.00**
8	RETENTION BASIN MAINTENANCE (*44 SMALL BASINS ALONG WABASH)*	**2 TIMES PER YEAR**	$**200.00**/PER VISIT;2 TIMES PER YEAR	**$400.00**
			SUBTOTAL	**$7796.00**

ANNEXATION NO. 21 PENNSYLVANIA AVE & LUGONIA AVE

	SERVICE	ANNUAL FREQUENCY	UNIT PRICE $	ANNUAL TOTAL $
1	TURF GRASS MOWING	**1 TIME PER WEEK**	$**98.00**/PER WEEK 52 TIMES PER YEAR	$5096.00
2	TURF GRASS EDGING & TRIMMING	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	$520.00
3	SHRUB/VINE MAINTENANCE	**6 TIMES PER YEAR**	$**45.00**/PER VISIT;6 TIMES PER YEAR	$270.00
4	BLOW/SWEEP CURB, GUTTER, HARDSCAPE	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	$520.00
5	IRRIGATION MAINTENANCE & REPAIR (MONTHLY INSPECTION W/REPAIRS AS NEEDED)	**1 TIME PER MONTH**	$**50.00**/PER MONTH 12 TIMES PER YEAR	$600.00
6	WEED CONTROL (CHEMICAL TREATMENT, MANUAL REMOVAL)	**1 TIME PER WEEK**	$**25.00**/PER WEEK 52 TIMES PER YEAR	$1300.00
7	PEST CONTROL	**2 TIMES PER MONTH**	$**35.00**/PER VISIT;24 TIMES PER YEAR	$840.00
8	TREE MAINTENANCE	**1 TIME PER YEAR**	$**100.00**/PER YEAR	$100.00
9	TRASH & DEBRIS REMOVAL (WEEKLY TRASH RECEPTACLE DUMPING & LETTER ABATEMENT)	**1 TIME PER WEEK**	$**10.00** PER WEEK 52 TIMES PER YEAR	$520.00
10	PLAYGROUND/EXERCISE EQUIPMENT MAINTENANCE & REPAIRS (WEEKLY INSPECTION & MAINTENANCE/REPAIRS)	**1 TIME PER WEEK**	$**10.00**PER WEEK 52 TIMES PER YEAR	$520.00
11	BBQ& PICNIC AREA MAINTENANCE (CLEAN OUT ANY USED BBQ; INSPECT TABLES & FURNITURE)	**2 TIMES PER YEAR**	$**25.00**/PER VISIT;2 TIMES PER YEAR	$50.00
12	FERTILIZATION AND AERATION	**1 TIME PER WEEK**	$**60.00**PER WEEK 52 TIMES PER YEAR	$120.00
13	RETENTION BASIN MAINTENANCE	**1 TIME PER WEEK**	$**25.00**/PER WEEK 52 TIMES PER YEAR	$1300.00
14	DG PATHWAY AND EXERCISE PADS	**1 TIME PER WEEK**	$**10.00**/PER WEEK 52 TIMES PER YEAR	$520.00
			SUBTOTAL	**$12,276.00**

GRAND TOTAL	**$169,901.00**

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

RP LANDSCAPE & IRRIGATION

By:_____ Date: _____

Roy Perez, Owner

"A City That Works"

City Council Meeting **K. 11.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8331 approving annual purchase orders for the Facilities and Community Services Department for Fiscal Year 2022-23; and determination that the agreements are exempt from environmental review pursuant to Section 15301 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 to determine that approval of Resolution No. 8331 approving the agreements and purchase orders for the Facilities and Community Services Department for Fiscal Year 2022-23 is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve Resolution No. 8331.

RECOMMENDATION:

Staff recommends City Council approve Resolution No. 8331 approving sole/single source annual purchase order requests with various vendors; an intergovernmental/ piggyback cooperative purchase order with Superior Automotive Warehouse c/o Napa Auto Parts; the award of contract to Fairview Ford Sales, Inc., for the supply of wholesale Ford OEM parts; waiver of a minor irregularity in the bid and award of contract to Haz Mat Trans, Inc., for pickup and disposal of Hazardous Waste Materials; the award of contract to Ken Grody Ford Redlands, for the provision of Ford OEM parts and repair; the award of contract to Leafwise Landscape, LLC, for the provision of landscape maintenance services;the award of contract to Merrimac Petroleum, Inc., dba Merrimac Energy Group for the provision of fleet bulk fuel unleaded and diesel; the award of contract to P.F. Services Inc., for the provision of fuel site

Designated Operator, maintenance, and repair services; the award of contract to P & S Truck Center for the supply of repair parts for heavy-duty trucks; the award of contract to SC Commercial, LLC dba SC Fuels for the provision of fleet oil and lubricants;and the award of contract to Southwest Lift & Equipment, Inc., for lift equipment maintenance and repair.

Staff further recommends that the City Council determine that the approval of the purchase orders and agreements are exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The City's Facilities and Community Services Department regularly procures supplies and services to support field operations throughout the City. To accommodate these purchases, and in accordance with the City's purchasing policy, staff is seeking approval for the following:

1. Various sole/single source purchases for which no bids were obtained. In accordance with the City's purchasing policy, these purchases require City Council approval if in excess of $30,000. Requests for sole/single source purchase orders are reflected in Exhibit "A" of the Resolution for a variety of original equipment manufacturer (OEM) replacement vehicle parts, services needed to dispose of bulky solid waste items, services needed to operate and maintain the City's fleet, including the LCNG fuel station and services needed to maintain the facility located at 300 E. State Street.

2. An intergovernmental/piggyback (cooperative) purchase order. In accordance with the City's purchasing policy, these purchases require Council approval if in excess of $50,000. The request for a cooperative purchase order is reflected in Exhibit "B" of the Resolution for the supply of as-needed automotive repair parts.

3. An agreement for wholesale Ford OEM parts. In preparation of obtaining an annual purchase order for Fiscal Year 2022-23, staff advertised requests for bids. On March 15, 2022, the City Clerk received and opened two bids. Staff evaluated the bids for verification of the total price as shown in the table below. Fairview Ford Sales Inc., met all the bidding requirements and was deemed the apparent low bidder. The total annual agreement amount is not-to-exceed $23,971.40 for a period of one year, with two additional one-year renewal options bringing the total to an amount not-to-exceed $71,914.20.

Vendor Name	Bid Amount Classification B
Fairview Ford Sales Inc.	$23,971.40
Ken Grody Ford	$24,667.30

4. An agreement for pickup and disposal of hazardous waste materials. In preparation of obtaining an annual purchase order for Fiscal Year 2022-23, staff advertised requests for bids. On March 15, 2022, the City Clerk received and opened three bids. Staff evaluated the bids for verification of the total price as shown in the table below. During staff's review of the submitted bids, it was determined that Haz Mat Trans had made a minor mathematical error in the total bid price. Haz Mat Trans met all the bidding requirements and was deemed the apparent low bidder. Staff is recommending the City Council waive the minor irregularity in the bid. The total annual agreement amount is not-to-exceed $53,957.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not-to-exceed $161,871.00.

Vendor Name	Bid Amount	Actual Amount
Haz Mat Trans, Inc.	$48,797.00	$53,957.00
ACT Enviro	$83,976.98	$83,976.98
Heritage Crystal Clean	$98,516.00	$98,516.00

5. An agreement for Ford OEM parts and repair. In preparation of obtaining an annual purchase order for Fiscal Year 2022-23, staff advertised requests for bids. On March 15, 2022, the City Clerk received and opened two bids. Staff evaluated the bids for verification of the total price as shown in the table below. Ken Grody Ford met all the bidding requirements and was deemed the apparent low bidder. The total annual agreement amount is not-to-exceed $98,535.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not-to-exceed $292,605.00.

Vendor Name	Bid Amount - Classification A: Option 1A
Fairview Ford Sales Inc.	**$123,150.00**
Ken Grody Ford	**$98,535.00**

6. An agreement for Hillside Cemetery landscape maintenance. In preparation of obtaining an annual purchase order for Fiscal Year 2022-23, staff advertised requests for bids. On March 22, 2022, the City Clerk received and opened one bid. Staff evaluated the bid for verification of the total price as shown in the table below. Leafwise Landscape met all the bidding requirements and was deemed the apparent low bidder. The total annual agreement amount is not-to-exceed $76,275.20 for a period of one year, with two additional one-year renewal options brining the total to an amount not-to-exceed $228,825.60.

Vendor Name	Bid Amount
Leafwise Landscape	$76,275.20

7. An agreement for the provision of fuel site Designated Operator, maintenance, and repair services. In preparation of obtaining an annual purchase order for Fiscal Year 2022-23, staff advertised requests for bids. On March 15, 2022, the City Clerk received and opened two bids. Staff evaluated the bids for verification of the total price as shown in the table below. P.F. Services Inc., met all the bidding requirements and was deemed the apparent low bidder. The total annual agreement amount is not-to-exceed $70,084.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not-to-exceed $210,252.00.

Vendor Name	Bid Amount
P.F. Services Inc.	**$70,084.00**
Fleming Environmental Inc.	**$80,895.00**

8. An agreement for heavy-duty truck repair parts. In preparation of obtaining an annual purchase order for Fiscal Year 2022-23, staff advertised requests for bids. On March 15, 2022, the City Clerk received and opened four bids. Staff evaluated the bid for verification of the total price as shown in the table below. P & S Truck Center met all the bidding requirements and was deemed the apparent low bidder. The total annual agreement amount is not-to-exceed $29,854.40 for a period of one year, with two additional one-year renewal options bringing the total to an amount not-to-exceed $89,563.20.

Vendor Name	Bid Amount
P&S Truck Center	$29,854.40
Velocity Truck Centers	$35,544.60
Fire Apparatus Solutions	$38,746.56
Cutting Edge Parts	$67,248.45

9. An agreement for fleet oil and lubricants. In preparation of obtaining an annual purchase order for Fiscal Year 2022-23, staff advertised requests for bids. On March 15, 2022, the City Clerk received and opened three bids. Staff evaluated the bid for verification of the total price as shown in the table below. SC Commercial, LLC dba SC Fuels met all the bidding requirements and was deemed the apparent low bidder. The total annual agreement amount is not-to-exceed $79,151.55 for a period of one year, with two additional one-year renewal options brining the total to an amount not-to-exceed $237,454.65.

Vendor Name	Bid Amount
SC Fuels	$79,151.55
Orange Line Oil Company	$83,397.95
Van De Pol Enterprises	$114,714.20

10. An agreement for lift equipment maintenance and repair. In preparation of obtaining an annual purchase order for Fiscal Year 2022-23, staff advertised requests for bids. On March 15, 2022, the City Clerk received and opened two bids. Staff evaluated the bids for verification of the total price as shown in the table below. Southwest Lift & Equipment, Inc., met all the bidding requirements and was deemed the apparent low bidder. The total annual agreement amount is not-to-exceed $134,000.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not-to-exceed $402,000.00.

Vendor Name	Bid Amount
Southwest Lift & Equipment	**$134,000.00**
Autolift Services	**$178,870.00**

The proposed projects are exempt from further environmental review pursuant to Section 15301 of the California Environmental Quality Act guidelines. This Section includes the operation, repair, and maintenance of existing facilities where there is no expansion of use. The proposed agreements are consistent with this exemption as they involve the purchase of goods and services that will be used to maintain existing facilities and will not expand the use of those facilities.

ALTERNATIVES:

City Council may choose to reject the requests for annual purchase orders and associated agreements.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

RECOMMENDED BY:
Charles M. Duggan, Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager
Janice McConnell, Assistant City Manager

PREPARED BY:
Monica Duran, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2022-23

Discussion:

Funding for these annual purchase orders is included in the Cemetery, Equipment Maintenance, Solid Waste and State Street City Hall Operating Budget requests for FY 2022-23.

Attachments

A. Resolution No. 8831
B. Sole-Single Source Request Form
C. Cooperative Purchase Order Documents
D. Agreement with Allied Universal
E. Agreement with Executive Facilities Services
F. Agreement with Fairview Ford
G. Agreement with Haz Mat Trans
H. Agreement with Ken Grody Ford
I. Agreement with Leafwise Landscape
J. Agreement with Liftech Elevator Services
K. Agreement with Merrimac Energy Group
L. Agreement with P.F. Services
M. Agreement with P&S Truck Center
N. Agreement with SC Fuels
O. Agreement with Southwest Lift & Equipment
P. Bid Reports for Annual Purchase Orders

RESOLUTION NO. 8331

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING ANNUAL PURCHASE ORDERS FOR THE CITY'S FACILITIES AND COMMUNITY SERVICES DEPARTMENT FOR FISCAL YEAR 2022-23

WHEREAS, the Facilities and Community Services Department regularly purchases a variety of supplies and services from to support City operations pursuant to bids for products and services in accordance with the Redlands Municipal Code; and

WHEREAS, for fiscal year 2022-23, to support City operations and in accordance with the City's purchasing policy, the following single/sole source purchase order requests, cooperative purchase orders, and agreements have been prepared for the City Council's consideration and are attached hereto as Exhibits "A," "B," and "C," respectively.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section1. The City Council hereby approves the single/sole source purchase order requests for Fiscal Year 2022-23 with Amrep, Clean Energy Cryogenics, a subsidiary of Clean Energy, Ontario Refrigeration, Quaid Harley-Davidson, Ray Gaskin Service Inc., Rush Truck Centers c/o Interstate Billing Services, San Bernardino County Landfill.

Section 2. The City Council hereby approves an agreement and single source purchase order with Executive Facilities Services Inc. for Janitorial Services at the facility located at 300 E. State Street in an amount not to exceed $153,484 for a period of one year.

Section 3. The City Council hereby approves an agreement and single source purchase order with Liftech Elevator Services for elevator maintenance services at the facility located at 300 E. State Street in an amount not to exceed $32,848.30 for a period of one year.

Section 4. The City Council hereby approves an agreement and single source purchase order with Universal Protection dba Allied Universal for Professional Security Services at the facility located at 300 E. State Street in an amount not to exceed $107,549 for a period of one year.

Section 5. The City Council hereby approves the intergovernmental/piggyback (cooperative) purchase order with Superior Automotive Warehouse c/o NAPA Auto Parts for the supply of as-needed auto parts in an amount not to exceed $121,000.

Section 6. The City Council hereby approves an agreement with Fairview Ford Sales Inc., for wholesale Ford OEM parts in an amount not to exceed $23,971.40 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $71,914.20.

Section 7. The City Council hereby approves an agreement with Haz Mat Trans Inc., for pick up and disposal of hazardous waste materials in an amount not to exceed $53,957.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $161,871.00.

Section 8. The City Council hereby approves an agreement with Ken Grody Ford Redlands for Ford OEM parts and repair in an amount not to exceed $98,535.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $292,605.00.

Section 9. The City Council hereby approves an agreement with Leafwise Landscape for Hillside Cemetery landscape maintenance in an amount not to exceed $76,275.20 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $228,825.60.

Section 10. The City Council hereby approves an agreement with Merrimac Petroleum, Inc., dba Merrimac Energy Group for fleet bulk fuel unleaded and diesel in an amount not to exceed $1,200,000.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $3,600,000.00.

Section 11. The City Council hereby approves an agreement with P.F. Services Inc., for fuel site Designated Operator, maintenance, and repair services in an amount not to exceed $70,084.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $210,252.00.

Section 12. The City Council hereby approves an agreement with P & S Truck Center for heavy duty truck repair parts in an amount not to exceed $29,854.40 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $89,563.20.

Section 13. The City Council hereby approves an agreement with SC Commercial, LLC dba SC Fuels for fleet oil and lubricants in an amount not to exceed $79,151.55 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $237,454.65.

Section 14. The City Council hereby approves an agreement with Southwest Lift & Equipment, Inc., for lift equipment maintenance and repair in an amount not to exceed $134,000.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $402,000.00.

Section 15. The City Council hereby determines that the approval of the ten (10) single/sole source purchase orders, one (1) cooperative purchase order, and twelve (12) agreements described in this resolution are exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act.

ADOPTED, SIGNED AND APPROVED this 21st day of June, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 21st day of June, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Exhibit "A"

Single/Sole Source Purchase Orders

Staff is requesting approval for the annual purchase orders for the following single/sole source vendors for the not-to exceed amounts as described below.

Original Equipment Manufacturer (OEM) New Way Parts

Vendor	Purchase Order Request
Amrep	$100,000

Staff is requesting a single source annual purchase order with Amrep. The only manufacturing source and provider of original Amrep bodies and parts are specific to Solid Waste trucks within the City's fleet; Original Equipment Manufacturer (OEM) parts have unique design features that cannot be replaced by non-OEM parts. Use of alternate parts would void manufacturer warranty. Amrep Inc., is an approved manufacturer; their location is in Ontario, CA, 28 miles from the corporate yard.

Fuel Island Maintenance Service and Parts

Vendor	Purchase Order Request
Clean Energy Cryogenics, a subsidiary of Clean Energy	$90,000

Staff is requesting a single source annual purchase order with Clean Energy Cryogenics, a subsidiary of Clean Energy to fulfill all scheduled maintenance to include general up-keep and emergency maintenance as needed. Clean Energy Cryogenics will also replace any inoperable pumps, including parts and supplies. Clean Energy Cryogenics is the primary source for technicians, equipment, and supplies to provide services to the City's LNG station. While there are other companies that provide maintenance and repair services, these other companies cannot offer technicians who are experienced with the specific equipment that was installed by Northstar Inc., in 2013. Using another source would cause significant delays in repairs and substantially higher rates for technicians and higher cost for parts, resulting in extended downtime of the fuel system, and a potential reduction in LCNG sales.

Original Equipment Manufacturer (OEM) Quaid Harley-Davidson

Vendor	Purchase Order Request
Quaid Harley-Davidson	$30,000

Staff is requesting a single source annual purchase order with Quaid Harley-Davidson. The only manufacturing source and provider of original Harley-Davidson bodies and parts are specific to

Police Department motorcycles within the City's fleet; Original Equipment Manufacturer (OEM) parts have unique design features that cannot be replaced by non-OEM parts. Use of alternate parts would void manufacturer warranty. Quaid Harley-Davidson is an approved manufacturer; their location is in Loma Linda, CA, 4 miles from the corporate yard.

Original Equipment Manufacturer (OEM) New Way Parts

Vendor	Purchase Order Request
Ray Gaskin Service Inc.	$200,000

Staff is requesting a single source annual purchase order with Ray Gaskin Service Inc. The requested parts are specific to New Way make trucks within the City's fleet; Original Equipment Manufacturer (OEM) parts have unique design features that cannot be replaced by non-OEM parts. Use of alternate parts would void manufacturer warranty. Ray Gaskin Service Inc., is an approved seller and distributor of New Way OEM parts; their location is in Fontana, CA, 17 miles from the corporate yard. The next closest vendor is Ruckstell California Sales Co in Fresno, CA, 279 miles from the corporate yard.

Original Equipment Manufacturer (OEM) Peterbilt Parts

Vendor	Purchase Order Request
Rush Truck Centers c/o Interstate Billing Services	$60,000

Staff is requesting a single source annual purchase order with Rush Truck Centers c/o Interstate Billing Services. The requested parts are specific to Peterbilt make trucks within the City's fleet; Original Equipment Manufacturer (OEM) parts have unique design features that cannot be replaced by non-OEM parts. Use of alternate parts would void manufacturer warranty. Rush Truck Centers is an approved seller and distributor of Peterbilt OEM parts; their location is in Fontana, CA, 17 miles from the corporate yard. The next closet vendor is Golden State Peterbilt in Bakersfield, CA, 177 miles from the corporate yard.

Collection of Bulky Solid Waste Items

Vendor	Purchase Order Request
San Bernardino County	$120,000

Staff is requesting a single source annual purchase order with the San Bernardino County San Timoteo Canyon Landfill for the disposal of bulky solid waste items. San Timoteo Canyon Landfill is the only landfill within the vicinity licensed to accept bulky items. Bulky items consist of items that have a poor compaction rate such as mattresses, palm fronds, and appliances. By hauling these materials to the San Timoteo Canyon Landfill, the amount entering the City-owned California Street Landfill is minimized, lessoning the impact for the usage of available airspace and adding

valuable lifespan to the City's landfill. The requested amount of $120,000 is based on historical expenditures.

Single/Sole Source Agreements and Purchase Orders for the Facility Located at 300 E. State Street.

In September 2021, the City Council approved an Assignment and Assumption Agreement with Redlands Community Investment Corporation which allowed the City to assume the existing service contracts and tenant agreements for the newly acquired facility located at 300 E. State Street. In order to continue continuity of service to the existing tenants, staff is requesting the following single source agreements and purchase orders for the not-to exceed amounts as described below.

Janitorial Services at 300 E. State Street

Vendor	Purchase Order Request
Executive Facilities Services, Inc.	$153,484

Staff is requesting a single source agreement and annual purchase order with Executive Facilities Services, Inc. for janitorial services at the building.

Elevator Maintenance Services at 300 E. State Street

Vendor	Purchase Order Request
Liftech Elevator Services, Inc.	$32,849

Staff is requesting a single source annual purchase order with Liftech Elevator Services, Inc for the second year in a two-year term per the current agreement.

Heating and Air Conditioning As-Needed Repair Services at 300 E. State Street

Vendor	Purchase Order Request
Ontario Refrigeration	$31,000

Staff is requesting a single source annual purchase order with Ontario Refrigeration for as-needed repair services. The City has an existing agreement and purchase order with Ontario Refrigeration for monthly maintenance of the HVAC system. This annual purchase order will allow for repair services to be completed in a timely manner by the vendor that is familiar with the existing system. The requested amount of $31,000 is based on historical expenditures.

Security Services at 300 E. State Street

Vendor	Purchase Order Request
Universal Protection Service, LP, dba Allied Universal Security Services	$107,549

Staff is requesting a single source agreement and annual purchase order with Universal Protection Service, LP, dba Allied Universal Security Services to provide adequate security coverage to the tenants of the building.

Exhibit "B"
Cooperative Purchase Orders

Staff followed the City's procurement policies in regard to an existing cooperative contract agreement for Public Utility Equipment/Services with Sourcewell. By utilizing the Sourcewell cooperative purchasing, the City can benefit from previously posted bid packages that have been competitively bid and awarded in conformance with the City's procurement policies. Agencies can review bid results from more than 50,000 government, education, and nonprofit organizations and draw from the terms and pricing for like units and vehicles.

Supply of As-needed Auto Parts

Vendor	Purchase Order Request
Superior Automotive Warehouse c/o Napa Auto Parts	$121,000

Staff is recommending the that the City Council approve the Sourcewell cooperative purchase order with Napa Auto Parts through the Sourcewell Contract Number 032521-GPC for the supply of as-needed auto parts. The requested annual purchase order in the amount of $121,000 is based on historical expenditures.

Exhibit "C"
Annual Agreements

Fairview Ford Sales, Inc.

Haz Mat Trans, Inc.

Ken Grody Ford Redlands

Leafwise Landscape

Liftech Elevator Services, Inc.

Merrimac Petroleum, Inc. dba Merrimac Energy Group

P.F. Services Inc.

P&S Truck Center

SC Commercial, LLC dba SC Fuels

Southwest Lift & Equipment, Inc.

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 5/6/22

TO: Purchasing Division

FROM: Equipment Maintenance

Purchase Requisition # _____

Estimated Total Cost: $ 100,000

Proposed Vendor: Amrep

Request Term: 07/01/2022-06/30/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: N/A

Manufacturer/Model Number: N/A

Age: N/A

Current Estimated Value: N/A

■ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

■ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☐ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Attached- Proprietary manufacturer letter

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

   SOLID WASTE HAS BEEN PURCHASING TRUCKS MANUFACTURED BY AMREP. ALL PURCHASED TRUCKS HAVE WARRANTY COVERAGES FOR THE CHASSIS/BODY. IF AMREP WAS NO LONGER AVAILABLE THE CITY WOULD HAVE TO PAY OUT OF POCKET FOR REPAIRS/PARTS WHICH WOULD VOID WARRANTY

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

MW 05/11/2022

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

City of Redlands
1270 W. Park Ave., Bldg. E
City of Redlands, CA 92373

May 06, 2022

Re: City of Redlands Request for “Sole Source” Verification Letter.

Dear: Monica Duran

Amrep is a manufacturer of refuse equipment, with its factory located here in Ontario, California. The letter is to confirm that we are the only manufacturing source and
provider of original Amrep Bodies and Amrep Body Parts.

Thank you for your business in the past and continued support.

Robert Strange
Regards, Rob

Rob Strange
National Sales Director
O: 909-923-0430 ext. 105
M: 909-215-2259
rstrange@amrepinc.com

1555 S Cucamonga Ave.,
Ontario, CA 91761
www.amrepinc.com

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 5/6/22

TO: Purchasing Division

FROM: Equipment Maintenance

Purchase Requisition # _____

Estimated Total Cost: $ 90,000

Proposed Vendor: Clean Energy

Request Term: 07/01/22-06/30/23

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: LNG Station

Manufacturer/Model Number: Northstar Inc.

Age: 19 Years

Current Estimated Value: N/A

☒ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☒ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☒ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☐ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

B) Proprietary letters and fuel station repair parts
F) Response #5

Rev 1.31.19

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.
   Monica Duran Aaron Jenkins

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**
   Northstar Inc., a subsidiary of Clean Energy is the primary source for technicians, equipment and supplies to provide services to the City's LNG station. While there are other companies cannot offer technicians who are experienced with the specific equipment that was installed by Northstar Inc., in 2003; using another company would cause delays in repairs and substantially higher rates for technicians and higher costs for parts.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

MR 05/11/22
Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

4675 MacArthur Court Suite 800
Newport Beach, CA 92660 USA
Phone: (949) 315-9959
www.cleanenergyfuels.com

Candice Kenyon
Senior Account Representative

Clean Energy℠
North America's leader in clean transportation

May 9, 2022

Mr. Aaron Jenkins
Fleet Services Coordinator
City of Redlands
1270 West Park Ave
Redlands, California 92373

Dear Mr. Jenkins:

Clean Energy, through its subsidiary, Clean Energy Cryogenics, originally constructed the City of Redland's ("City") Liquefied Compressed Natural Gas ("LCNG") fueling facility in 2003. We have since provided several significant upgrades and supplied equipment and parts.

The City's LCNG fueling facility was constructed with proprietary equipment including Cryogenics' Station Operating Software, which controls the operations of the entire station. No other company will have the same ability to supply parts and service the City's LCNG station.

Per your request, we have supplied a spare parts list with pricing for the major components of the City's station. If you have any questions, please feel free to contact me at candice.kenyon@cleanenergyfuels.com or (949) 246-1328.

Sincerely,

Candice Kenyon

Candice Kenyon
Senior Account Representative

4675 MacArthur Court Suite 800
Newport Beach, CA 92660 USA
Phone: 949-437-1254
www.cleanenergyfuels.com

Candice Kenyon
Senior Account Representative

Clean Energy℠
North America's leader in clean transportation

May 9, 2022

Mr. Aaron Jenkins
Fleet Services Coordinator
City of Redlands
1270 West Park Ave
Redlands, California 92373

Dear Mr. Jenkins:

Clean Energy, through its subsidiary, Clean Energy Cryogenics, has been providing maintenance repair services on the City of Redland's ("City") Liquefied Compressed Natural Gas ("LCNG") fueling facility since the completion of the station in 2003. As you know, this sound business partnership has been the result of Clean Energy's unparalleled LCNG experience and knowledge of the City's fueling facility.

The City's LCNG fueling facility was constructed with proprietary equipment including Cryogenics' Station Operating Software, which controls the operations of the entire station. Clean Energy's unique ability to service the station was demonstrated several years back when a competitor was selected to complete station repairs but was unable to restore fueling operations.

Clean Energy recommends quarterly site inspections and routine maintenance to ensure all LCNG fueling equipment is operating properly. The quarterly site visit fee is $4,636.49. Callouts for corrective services will be billed at R&M Rates of $125 from 8am-5pm M-F and $190 from 5pm-8am M-F, Weekends & Holidays.

Clean Energy looks forward to continuing to service the City's station. Thank you in advance for your consideration.

Sincerely,

Candice Kenyon

Candice Kenyon
Senior Account Representative

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 6/7/22

TO: Purchasing Division

FROM: FCS

Purchase Requisition # _____

Estimated Total Cost: $ 32,848.30

Proposed Vendor: Liftech Elevator Services

Request Term: 7/1/22 - 6/30/23

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 6/7/22

TO: Purchasing Division

FROM: FCS

Purchase Requisition # _____

Estimated Total Cost: $ 153,484.00

Proposed Vendor: Executive Facilities Services, Inc.

Request Term: 7/1/22 - 6/30/23

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

☐ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

■ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Executive Facilities Serivces is the vendor used by RCIC at the Citrus Center facility. To provide continuity of service to existing tenants, we are requesting to keep the current vendors in line with the Assignment and Assumption Agreement approved by City Council

3. Was an evaluation of other equipment, products, or services performed?
☐ Yes ☐ No
If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

Staff would post a bid for the services

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

TRICIA Swope 6/7/22
Prepared by Date

6/13/22
Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

☐ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

■ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Liftech Elevator Services is the vendor used by RCIC at the Citrus Center facility. To provide continuity of service to existing tenants, we are requesting to keep the current vendors in line with the Assignment and Assumption Agreement approved by City Council

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ☐ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

   Staff would post a bid for the services

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Tricia Swope Digitally signed by Tricia Swope Date: 2022.04.26 10:23:12 -07'00'

Prepared by Date

Department Director 4/27/2022
Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 6/7/22

TO: Purchasing Division

FROM: FCS

Purchase Requisition # _____

Estimated Total Cost: $ 31,000

Proposed Vendor: Ontario Refrigeration

Request Term: 7/1/22 - 6/30/23

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

☐ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

■ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

The City has an existing agreement and purchase order with Ontario Refrigeration for routine maintenance. This sole source purchase order will be to address emergency repairs, Ontario Refrigeration would be called out to research issue and conduct repair work if necessary. Having the same vendor conduct routine maintenance and repair work helps maintain consistency with warranty work.

Rev 1.31.19

3. Was an evaluation of other equipment, products, or services performed?
☐ Yes ☐ No
If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

Staff would post a bid for the services

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Tricia Swope Digitally signed by Tricia Swope Date: 2022.05.09 10:55:11 -07'00'

Prepared by Date

Department Director 5/17/22 Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 5/6/22

TO: Purchasing Division

FROM: EQUIPMENT MAINTENANCE

Purchase Requisition # _____

Estimated Total Cost: $ 30,000

Proposed Vendor: QUAID HARLEY-DAVIDSON

Request Term: 07/01/2022-06/30/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: N/A

Manufacturer/Model Number: N/A

Age: N/A

Current Estimated Value: N/A

☒ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☒ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☐ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

ATTACHED- PROPRIETARY LETTER

3. Was an evaluation of other equipment, products, or services performed?
☐ Yes ■ No
If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

THE POLICE DEPARTMENT HAS PURCHASED SIX HARLEYS WITHIN THE PAST COUPLE YEARS WITH PLANS TO PURCHASE MORE. IF QUAID WAS NO LONGER AVAILABLE WARRANTIES FOR SERVICES/REPAIRS WOULD BE NULL AND CITY WOULD HAVE TO PAY OUT OF POCKET WHICH WOULD BE DETRIMENTAL TO FISCAL BUDGETS

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

MW 05/11/2022

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

QUAID
HARLEY-DAVIDSON and Buell
#1 Choice of Roadwarriors

25160 REDLANDS BLVD., LOMA LINDA, CA 92354
909/796-8399 • Fax 909/796-8609 • www.quaid.net

May 6, 2022

City of Redlands

RE: 2022 Renewal – Sole Source for Harley-Davidson Motorcycles, Parts, Accessories and Service

To Whom It May Concern:

This letter is to confirm that Quaid Harley-Davidson is the sole provider of Harley-Davidson motorcycles, genuine parts & accessories and authorized service in the *Dealer Assigned Territory* (DAT), as assigned by Harley-Davidson Motor Company (HDMC), that includes the City of Redlands.

Any newly purchased Harley-Davidson motorcycles, such as those recently purchased by the City of Redlands, come with a 2-year warranty and any warranty work must be completed at a Harley-Davidson dealership. All of our motorcycle mechanics are Certified Harley-Davidson Technicians and complete any service work, warranty or otherwise, to the specifications of HDMC using genuine Harley-Davidson parts.

If you have any questions, please feel free to contact me, our sales manager Zach Rheaume or our service manager Joe Pedersen. Thank you for your past business; we look forward to a continued relationship in the future.

Sincerely,

Jayme Davis
Business Manager

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 5/6/22

TO: Purchasing Division

FROM: Equipment Maintenance

Purchase Requisition # _____

Estimated Total Cost: $ 200,000

Proposed Vendor: Ray Gaskin Service

Request Term: 07/01/2022-06/30/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: N/A

Manufacturer/Model Number: N/A

Age: N/A

Current Estimated Value: N/A

☒ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☒ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☒ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☐ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

b) Proprietary Letters
f) Response #5
h) Authorized dealers for New Way

Rev 1.31.19

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

   THERE ARE TWO AUTHORZIED DEALERS IN CA; RAY GASKIN AND RUCKSTELL CALIFORNIA SALES, HOWEVER, RUCKSTELL IS LOCATED IN FRESNO. IF RAY GASKIN IS NOT AVAILABLE THE CITY WOULD HAVE TO TOW UNITS ALL THE WAY TO FRESNO FOR REPAIRS AND/OR PAY EXTRA FEES TO HAVE PARTS SHIPPED. THIS WILL CREATE HIGHER EXPENDITURES WITHIN THE FLEETS BUDGET AND SOLID WASTE WONT BE ABLE TO PROVIDE SERVICES TO CITY RESIDENTS

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

NR 05/11/22

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

Driving The Difference.

City of Redlands
ATTN Arron Jenkins
1270 W. Park Ave
Redlands, CA 92373

The letter is in reference to Ray Gaskin Service. They are the only authorized sales/parts/service center in Southern California. If you have questions or need additional information, please feel free to contact me.

Sincerely:

Jim Ober
V.P. Operations

NEW WAY
A Product of Scranton Mfg. Co., Inc. 101 State Street Scranton, IA 51462
800 831 1858 712 652 3399 www.newwaytrucks.com

Ray Gaskin Service Inc

14572 Rancho Vista Drive
Fontana, CA 92335

Estimate

Date	Estimate #
4/20/2021	S032280

Name / Address
Redlands, City of PO Box 3005 Redlands, Ca. 92373

Project

Item	Description	Qty	Rate	Total
127148	Serv Assy, Gripper Chain Assy	7	1,447.36	10,131.52T
126994	WLDT, Reverse Single Spring MNT	7	923.29286	6,463.05T
126995	WLDT, Reverse Dual Spring MNT	7	797.86286	5,585.04T
126687	Bushing, Grip Cylinder	7	13.00	91.00T
118610	Cylinder, Grip	7	517.58	3,623.06T
122295	Bumper w/ Bolt	7	18.00	126.00T
118617	Packer, Cylinder ASL	7	2,995.83	20,970.81T
121969	WLDT, LF, Gripper Arm	7	1,700.01	11,900.07T
121970	WLDT, RT, Gripper Arm	7	1,700.01	11,900.07T
121971	WLDT, LF, CTRL Arm	7	436.46	3,055.22T
121972	WLDT, RT, CTRL, Arm	7	464.13	3,248.91T
122027	Vert, Chain Roller Spacer	7	19.29	135.03T
121984	Shaft, Vertical Lift	7	462.86	3,240.02T
120780	Prox, 24' Lead, 30MM Range	7	97.57	682.99T
120845	Air Shifter	7	134.76	943.32T
122125	Roller Bearing, Follower PNL	7	116.71	816.97T
125255	Micro switch	7	72.16	505.12T
118615	Vertical Lift Cylinder	7	1,574.68	11,022.76T
119789	Filter, In-Tank	7	64.56	451.92T

Subtotal	$94,892.88
Sales Tax (8.0%)	$7,591.43
Total	$102,484.31

Ray Gaskin Service Inc

14572 Rancho Vista Drive
Fontana, CA 92335

Estimate

Date	Estimate #
4/20/2021	S032281

Name / Address
Redlands, City of PO Box 3005 Redlands, Ca. 92373

Project

Item	Description	Qty	Rate	Total
00-24240-02-ac	Traveling cover, Front	6	582.62	3,495.72T
00-23771-00-AC	Traveling Cover, Rear	6	814.36	4,886.16T
00-30408-00-WA	Roller	6	42.15	252.90T
00-24618-02-OA	Pin Axle Roller, CT	6	41.29	247.74T
00-23157-12-AB	Cyl. Arm Lift	6	1,139.93	6,839.58T
00-23150-14-AB	Cylinder, Dump	6	385.81	2,314.86T
00-38542-00-AB	Control Kit, V1-V2, I/O, CT	6	9,600.245	57,601.47T
345-014-009	SWITCH, PROX	6	90.00	540.00T
510-011-016	Filter	6	98.90	593.40T
639-033-146	PTO, CT	6	2,308.57	13,851.42T

Subtotal	$90,623.25
Sales Tax (7.75%)	$7,023.30
Total	$97,646.55

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 5/6/22

TO: Purchasing Division

FROM: Equipment Maintenance

Purchase Requisition # _____

Estimated Total Cost: $ 60,000

Proposed Vendor: Rush Truck Center

Request Term: 07/01/2022-06/30/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: SEE ATTACHED SPREADSHEET

Manufacturer/Model Number: N/A

Age: N/A

Current Estimated Value: N/A

☒ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☒ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☐ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

A) REQUESTED PARTS ARE SPECIFIC TO PETERBILT MAKE TRUCKS WITHIN FLEET; OEM. USE OF ALTERNATE PARTS WOULD VOID WARRANTY
B) OEM PARTS HAVE A UNIQUE DESIGN
H) RUSH TRUCK AN APPROVED SELLER AND DISTRUBITOR OF PETERBILT OEM PARTS; LOCATED IN FONTANA, CA 17 MILES FROM CITY YARD

3. Was an evaluation of other equipment, products, or services performed?

☐ Yes ■ No

If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

5. Explain what action(s) the department would take if the sole/single source services were no longer available

FLEET WOULD HAVE TO ORDER PARTS FROM THE NEXT NEAREST VENDOR LOCATED 177 MILES AWAY. THIS WOULD CAUSE A DELAY IN REPAIRING HEAVY DUTY TRUCKS AND PUTTING THEM BACK IN SERVICE TO CONTINUE DAILY OPERATIONS OF THE CITY'S FIELD AND SERVICE CREWS

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

NW 05/11/22

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

Rush Truck Centers of California, Inc. dba Rush Truck Center, Fontana | 14490 Slover Ave. | Fontana, CA 92337 | (909) 574-1600

May 9, 2022

Aaron Jenkins
City of Redlands
Fleet Services Coordinator
1270 W. Park Ave.
Redlands CA 92373

RE: Sole Authorized Peterbilt Dealer

Mr. Jenkins,

This letter confirms that Rush Truck Centers of California, Inc. is the sole, authorized Peterbilt dealer for Peterbilt vehicles, OEM parts and warranty service with locations in the greater Los Angeles metropolitan area.

Should you have any questions or wish to discuss this matter further, please don't hesitate to contact me at (909) 574-1608.

Sincerely,

Hal Meriwether
Regional General Manager
Rush Truck Centers of California, Inc.

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 5/6/22

TO: Purchasing Division

FROM: Solid Waste

Purchase Requisition # _____

Estimated Total Cost: $ 120,000

Proposed Vendor: San Bernardino County Landfill

Request Term: 07/01/2022-06/30/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: N/A

Manufacturer/Model Number: N/A

Age: N/A

Current Estimated Value: N/A

☐ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

■ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☐ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Attached- explanation letter

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**
   Bulky items are not accepted into City's landfill.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

NW 05/11/22
Prepared by Date

Department Director Date

Purchasing Approvals

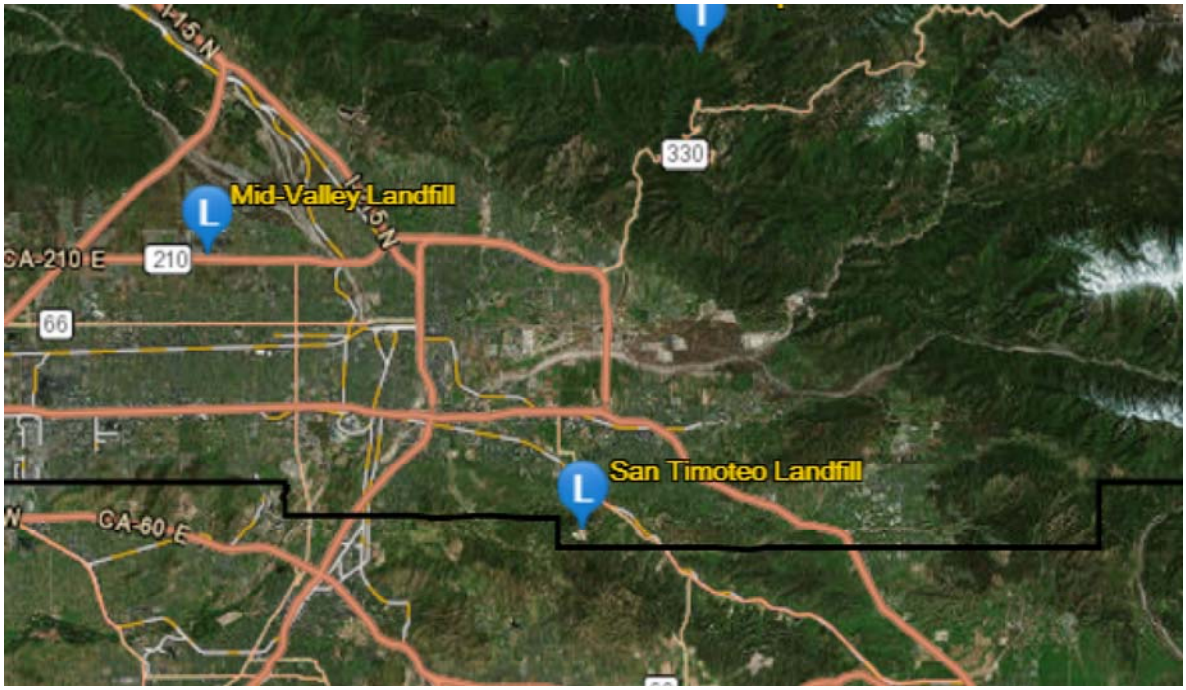
Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

Detailed Explanation:

San Timoteo Canyon Landfill is the only landfill within the vicinity licensed to accept bulky items. Bulky items consist of items that have a poor compaction rate such as mattresses, palm fronds, and appliances. By hauling these materials to the San Timoteo Canyon Landfill, the amount entering the City-owned California Street Landfill is minimized, lessoning the impact for the usage of available airspace and adding valuable lifespan to the City's landfill.


Mid-Valley Landfill
San Timoteo Landfill
330
210
66
CA-210 E
CA-60 E

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 6/7/22

TO: Purchasing Division

FROM: FCS

Purchase Requisition # _____

Estimated Total Cost: $ 107,548.56

Proposed Vendor: Universal Protection dba Allied Universal

Request Term: 7/1/22 - 6/30/23

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

☐ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

■ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Allied Universal is the vendor used by RCIC at the Citrus Center facility. To provide continuity of service to existing tenants, we are requesting to keep the current vendors in line with the Assignment and Assumption Agreement approved by City Council

Rev 1.31.19

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ☐ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

   Staff would prepare a request for bids for similar services

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Tricia Swope Digitally signed by Tricia Swope Date: 2022.04.26 09:56:53 -07'00'

Prepared by Date

Department Director 4/27/2022 Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

Intergovernmental/ Piggyback Contract Use Request

(Attach to PR form)

The Facilites and Community Services Department requests the purchase of the following item(s) from:

Original Contracting Entity: SOURCEWELL
Contract#: 032521-GPC
Contract Term: 07/01/2022-06/30/2023
Method of original contract award: ☑ Competitive ☐ Non-Competitive, based on: ☐ Preferred source ☐ Sole ☐ Single source ☐ Emergency ☐ Other:
Does the original contract contain language contemplating contract extension to additional users? ☑ Yes ☐ No

Please attach: vendor agreement to sale to the City AND Entity agreement/contract language allowing Piggyback

Description of Product/Service intend to acquire	Unit Price	Total
please see attached quote for miscellaneous parts		$ 121,000.00
Tax		
	Grand Total	$ 121,000.00

Vendor:	Superior Automotive Warehouse
Contact:	
Address 1:	2021 Rancho Drive, Suite 2
Address 2:	PO Box 8516
City/State/Zip:	Redlands, CA 92375
Telephone:	(909) 792-2400
Fax:	
Web/E-Mail:	

Delivery/Service Location	
Contact:	Aaron Jenkins
Telephone:	(909) 841-4752
Department:	Equipment Maintenace
Address 1:	1270 W. Park Ave, Bldg E
Address 2:	
Additional Comments	

Purchasing Agent Approval: _____ **Date:** _____

City Manager Approval: _____ **Date:** _____

Superior Automotive Warehouse
2021 Rancho Drive, Suite 2
Mailing address: PO Box 8516
Redlands, CA 92375

ACCT #	SOLD TO	DATE	TIME
1037	CITY OF REDLANDS-FLEET 1270 W. PARK AVE.	05/05/2022	14:21
SR #	REDLANDS, CA 92373	STORE #	SALES ORDER # / EMP #
0		900006167	169044 / 13 Clint

PART NUMBER	LN	DESCRIPTION	QUANTITY	LIST	PRICE	TOTAL
05050	CRC	BRAKE PARTS CLEANER	180.00	13.90	2.8900	520.20
Above Item on Sale						
1372	FIL	NAPA GOLD	72.00	16.74	5.8600	421.92
1748	FIL	NAPAGOLD O	12.00	128.14	44.8500	538.20
3416	FIL	NAPAGOLD F	20.00	161.24	56.4300	1,128.60
4068	FIL	NAPA GOLD	12.00	25.10	8.7900	105.48
6418	FIL	NAPA GOLD	20.00	50.32	17.6100	352.20
6935	FIL	NAPA GOLD	24.00	37.74	13.2100	317.04
7502	FIL	NAPA GOLD	48.00	16.74	5.8600	281.28
9883	FIL	NAPA GOLD	20.00	50.32	17.6100	352.20
FT7625	FLT	DISC BRAKE	10.00	151.58	66.7000	667.00
FT880983	FLT	EMER SERVI	30.00	171.59	75.5000	2,265.00
FT8816	FLT	DISC BRAKE	10.00	136.64	60.1200	601.20
FT8855	FLT	DISC BRAKE	70.00	133.02	58.5300	4,097.10
70025	GAT	20M2T MEGAFLEX HOSE	400.00	43.80	21.5500	8,620.00

Continued

*** Plus Applicable Taxes. ***
*** Prices Subject to Change Without Notice. ***

* * THIS IS NOT AN INVOICE * *

Superior Automotive Warehouse
2021 Rancho Drive, Suite 2
Mailing address: PO Box 8516
Redlands, CA 92375

ACCT #	SOLD TO	DATE	TIME
1037	CITY OF REDLANDS-FLEET 1270 W. PARK AVE. REDLANDS, CA 92373	05/05/2022	14:21

SR #	STORE #	SALES ORDER #	EMP #
0	900006167	169044	13 Clint

PART NUMBER	LN	DESCRIPTION	QUANTITY	LIST	PRICE	TOTAL
70327	GAT	12MXTXREEL	660.00	19.28	9.5200	6,283.20
85685	GAT	HYDRAULIC HOSE	600.00	22.52	11.0800	6,648.00
85686	GAT	HYDRAULIC HOSE	600.00	25.28	12.4400	7,464.00
85053	GAT	16MXTX50FT	600.00	25.80	12.7500	7,650.00
G25170-1616	GAT	FITTINGS	400.00	66.38	33.1200	13,248.00
G25179-1012	GAT	HYD HOSE FITTINGS	400.00	77.46	38.6500	15,460.00
G32102-0808	GAT	COUPLING	500.00	36.46	18.1900	9,095.00
103008	MOB	MOBIL 1 5W20 1 QT	120.00	18.85	9.0500	1,086.00
DEF001	NAF	BLUE DEF 55 GAL	10.00	702.10	358.0700	3,580.70
NP-20	OWI	WIPER BLADE	120.00	10.44	4.2800	513.60
NP-22	OWI	WIPER BLADE	120.00	10.44	4.2800	513.60
45006	TWP	WATERPMP	12.00	265.18	124.6300	1,495.56
6-022-PP	WIP	22IN EXACTFIT-BEAM	40.00	26.14	10.7200	428.80
6-026-PP	WIP	26IN EXACTFIT-BEAM	40.00	29.80	12.2200	488.80
ZXED1	ZRX	CONCENTRATE	120.00	45.00	13.9900	1,678.80

Continued

*** Plus Applicable Taxes. ***
*** Prices Subject to Change Without Notice. ***

* * THIS IS NOT AN INVOICE * *

Superior Automotive Warehouse
2021 Rancho Drive, Suite 2
Mailing address: PO Box 8516
Redlands, CA 92375

ACCT #	SOLD TO	DATE	TIME
1037	CITY OF REDLANDS-FLEET 1270 W. PARK AVE.	05/05/2022	14:21
SR #	REDLANDS, CA 92373	STORE #	SALES ORDER # / EMP #
0		900006167	169044 / 13 Clint

PART NUMBER	LN	DESCRIPTION	QUANTITY	LIST	PRICE	TOTAL
Above Item on Sale						
ZXEL-1	ZRX	DEXCOOL 1 GAL	120.00	38.16	13.9900	1,678.80
Above Item on Sale						
G25170-1212	GAT	FITTINGS	500.00	36.14	18.0300	9,015.00
FT8825	FLT	DISC BRAKE	90.00	130.46	57.4000	5,166.00
1372	FIL	NAPA GOLD	48.00	16.74	5.8600	281.28
FT880982	FLT	EMER SERVI	80.00	245.78	108.1400	8,651.20

TOTAL ----------> 120,693.76

*** Plus Applicable Taxes. ***
*** Prices Subject to Change Without Notice. ***

* * THIS IS NOT AN INVOICE * *

1527 of 1716

Redlands Regular Meeting 06-21-2022

DocuSign Envelope ID: 6BEC61CF-A289-4E75-8558-9EBBBC8A9C9D

Solicitation Number: RFP #032521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company dba NAPA Auto Parts, 2999 Wildwood Parkway, Atlanta, GA 30339 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Aftermarket Vehicle Parts and Supplies from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

DocuSign Envelope ID: 6BEC61CF-A289-4E75-8558-9EBBBC8A9C9D

All Equipment and Products provided under this Contract must be new/current model or remanufactured to OEM standards. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. All Equipment and Products supplied pursuant to the Contract are subject to the terms of written warranties provided by the manufacturer of each Product and Equipment, and Vendor shall use reasonable commercial efforts to assist the Member in processing all warranty claims that the Member may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Member in connection with any claims concerning the Products and Equipment supplied pursuant to the Contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Member upon request. Vendor will pass through all available warranty benefits from the applicable manufacturer to the Member to the extent permitted by contract or law.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

DocuSign Envelope ID: 6BEC61CF-A289-4E75-8558-9EBBBC8A9C9D

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event that any Product or Equipment does not conform to the manufacturer's warranty, the Member may return such Product or Equipment to Vendor and Vendor will process the Member's warranty claim with the manufacturer of the defective Product or Equipment. After the manufacturer has accepted the claim from Vendor, Vendor, as the Member's sole and exclusive remedy and Vendor's sole liability, shall either, at its option: (i) replace the defective Product or Equipment with a conforming Product or Equipment; (ii) repair the defective Product or Equipment; or (iii) issue a credit or refund for the price of the Product or Equipment.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

DocuSign Envelope ID: 6BEC61CF-A289-4E75-8558-9EBBBC8A9C9D

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this

DocuSign Envelope ID: 6BEC61CF-A289-4E75-8558-9EBBBC8A9C9D

Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Audit results will be based upon overcharges and undercharges being combined to determine the net impact.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

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D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees, arising out of the negligent acts or omissions or intentional misconduct of Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have arisen from such negligence or intentional misconduct.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

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2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

d. The licenses granted under this Section 13 are subject to the respective intellectual property usage guidelines and terms and conditions of each party.

4. Vendor agrees to provide an indemnity for intellectual property claims based on intellectual property rights owned by Vendor, but cannot provide a direct copyright, trademark, or patent indemnity for the Products or Equipment supplied pursuant to the Contract, as Vendor does not manufacture the Products or Equipment. Vendor agrees to use commercially reasonable efforts to assist the Member in processing any infringement claim against the applicable manufacturer.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for direct damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

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general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Vendor, and products and completed operations of Vendor but only to the extent of Vendor’s indemnity obligations under the Contract. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds but only to the extent of Vendor’s indemnity obligations under the Contract.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. Vendor will comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject

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matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications provided that any such additional requirements must be accepted in writing by Vendor for any such requirements to be binding on Vendor. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies in the event that (i)a Participating Entity will access Vendor's Equipment, Products, or Services with United States federal funds, and (ii) Vendor has provided its prior written consent.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that

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each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must endeavor to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

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also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/13/2021 | 8:56 PM CDT

Genuine Parts Company dba
NAPA Auto Parts

DocuSigned by:
By: Jett Kuntz
BBF6652DCC21445...
Jett Kuntz
Title: Vice President of IBS Fleet & Government

Date: 5/13/2021 | 1:30 PM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/13/2021 | 9:02 PM CDT

RFP 032521 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name:	Genuine Parts Company dba NAPA auto Parts
Does your company conduct business under any other name? If yes, please state:	NAPA Auto Parts
Address:	2999 Wildwood Parkway Atlanta, Georgia 30339
Contact:	Don Lachance
Email:	don_lachance@genpt.com
Phone:	404-386-4157
Fax:	404-386-4157
HST#:	580254510

Submission Details

Created On:	Thursday February 04, 2021 12:06:53
Submitted On:	Wednesday March 24, 2021 12:40:50
Submitted By:	Don Lachance
Email:	don_lachance@genpt.com
Transaction #:	96dfea54-3674-46b7-9841-49ff0c0e367b
Submitter's IP Address:	136.228.200.34

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Genuine Parts Company d.b.a. NAPA Auto Parts	*
2	Proposer Address:	2999 Wildwood Parkway Atlanta, GA 30339	*
3	Proposer website address:	www.genpt.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jett Kuntz Vice President of IBS, Fleet & Government 2999 Wildwood Parkway Atlanta, GA 30339 Jett_Kuntz@genpt.com 770-855-2221	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Lachance Government Sales Manager 2999 Wildwood Parkway Atlanta, GA 30339 Don_Lachance@genpt.com 678-934-5057	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials. In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for $40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of $75,000 and had only six employees. Over the last 93 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service to outflank the competition. GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium, and China and has approximately 50,000 employees and annual revenues exceeding $19 billion. With more than 93 years of distribution expertise, GPC's commitment, and reputation for just-in-time service position us as a critical partner in our customers' success.	*

8	What are your company's expectations in the event of an award?	Our expectations are to engage our 6,000+ company and independent NAPA stores and 52 distribution centers across the US to train their sales team on the benefits of our Sourcewell contract and how to reach out to current and potential members regarding their aftermarket parts needs. Additionally, we plan to service Sourcewell members with national coverage (U.S.) in the category by providing them new equipment to meet their shop equipment needs. NAPA Canada is under the GPC umbrella, but operates as a separate entity. We feel that Canadian Sourcewell Members can utilize this response. Pricing will be different in terms of the currency and other variables. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada. Between NAPA US and NAPA Canada, we attend dozens of industry events each year that allow us to promote our solutions and our contracting options through Sourcewell. The Sourcewell partnership will be a large part of our marketing and promotional focus over the life of the contract.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	GPC has had 93 years of profitable growth and 63 years straight of increased dividends to our Stock Holders. Our company results are made public and are posted under the Investor page at www.genpt.com. We have also included our 2019 Annual Report in the attached documents for this RFP.	*
10	What is your US market share for the solutions that you are proposing?	NAPA's government business includes municipal, state, K-12 districts and higher education customers. Based on several published sources, we estimate our aftermarket light-, medium- and heavy-duty parts market share at approximately 6 percent.	*
11	What is your Canadian market share for the solutions that you are proposing?	In 2020, we've estimated the Fleet market at $3B in Canada and NAPA's Canadian share was approximately $369M, or 12%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Genuine Parts Company has never petitioned for bankruptcy protection in our 93-year history.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP. a) Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts. The NAPA catalog of parts contains more than 465,000 SKUs of automotive parts, supplies, tools and equipment. Our network of 52 distribution centers and 6,000 retail stores (5,000 independent and 1,000 company) are the only authorized distributor and reseller of the parts that we propose in this RFP. Our 5,000 independent stores will all be bound by this agreement and will be authorized to sell per our Sourcewell contract, should we be awarded. b) Not only is NAPA a distributor of parts, but we leverage our distribution chain that gives nightly access to inventory at all distribution centers, parts delivery services, and our relationships with vendors that allow Sourcewell customers to order directly when needed to support their fleets.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	GPC has all the licenses necessary to purchase, warehouse, transport and distribute for the commerce contemplated in this RFP. We hold these licenses and certifications in Canada, all 50 States in the US, Guam, Mexico, Australia, and Europe for the products we distribute and services we provide throughout these countries.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	GPC has not been suspended or disbarred from the delivery of parts or services outlined in this RFP.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Sourcewell Pioneer award at Sourcewell's H20 conference for his vision, commitment and drive to grow our current contracts with Sourcewell. In the last five years, our contracts have grown exponentially through Jett's and the NAPA Fleet team's commitment to cooperative purchasing. In their press release announcing the award, Sourcewell stated: "Jett has supported Sourcewell's mission beyond cooperative purchasing. He shows great respect for other people in a manner that is rarely as authentic and genuine. He is committed to the cause, confident in supporting what they commit to, and willing to go where others cannot see a way. And like the other Sourcewell Pioneers, he has always been willing to share information and ideas with fellow vendors to help them grow their contracts. He was part of our 1st Vendor Advisory Committee and remains an active committee member helping guide our growth and represent the vendor voice as we plan for Sourcewell's future." Our parts supply business is also awarded with the successes of our customers. Over the past decades our NAPA customers have received hundreds of local and national awards. In Government Fleet Magazine's 2019 Leading Fleet Awards, dozens of fleet organizations received awards of operational excellence and have attributed part of their success to NAPA. These awards are given to the best fleets for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business.	*
17	What percentage of your sales are to the governmental sector in the past three years	In the past five years, we have exceeded 5 percent of our Automotive Parts Group sales in the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	Of our government business, approximately 12 percent of our sales are in the education market (K-12, Higher Education).	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell-Aftermarket Parts and IBS $95,000,000 NASPO ValuePoint -Aftermarket Parts, Tools & Equipment $36,000,000 E&I Educational Cooperative $550,000 Texas BuyBoard - Aftermarket Parts Oils & Lubricants $1,000,000 ST of GA $11,000,000 ST of WA $10,500,000 ST of NJ $6,800,000 ST of MA $5,500,000 ST of VA $4,500,000 ST of LA $4,600,000 ST of CA $4,800,000 ST of WV $3,400,000 ST of CT $3,200,000	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GPC/NAPA holds no GSA schedules at this time.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Georgia	Mary Zirock Chief Procurement Officer	404-631-1218 mzirock@dot.ga.gov	*
City of Sacramento, CA	Mark Stevens Fleet Manager	916-808-5869 mstevens@cityofsacramento.org	*
State of Iowa	Nancy Wheelock Purchasing Agent III Department of Administrative Services	515-725-2268 nancy.wheelock@iowa.gov	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Georgia	Government	Georgia - GA	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = $12,500.	2020: $15,619,859 2019: $10,490,747 2018: $11,000,000	*
State of Washington	Government	Washington - WA	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = $17,500.	2020: $9,138,386 2019: $10,209,336 2018: $8,800,000	*
State of New Jersey	Government	New Jersey - NJ	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = $9,170.	2020: $5,654,831 2019: $7,244,318 2018: $6,500,000	*
State of Tennessee (Sourcewell Contract)	Government	Tennessee - TN	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = $18,500.	2020: $5,612,763 2019: $6,173,588 2018: $6,500,000	*
Louisiana State University	Education	Louisiana - LA	Deliver automotive and HD parts, tools and equipment with same-day service to all University locations.	Average size of transaction = $58,777.	2020: $4,547,197 2019: $4,584,579 2018: $3,311,418	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Total Estimated U.S. & Canada GPC Employees = 45,000 We have a national Sourcewell sales initiative managed through Don Lachance, NAPA's government fleet sales manager. Our 52 distribution centers also have dedicated Territory Sales Managers, Commercial Sales Managers and Wholesale Managers, comprising 400+ sellers directly in the market. Finally, our 6,000+ NAPA stores have their own direct sales teams to help promote Sourcewell opportunities. All in, NAPA has more than 6,500 people who have a responsibility to promote and sell the Sourcewell contract in the U.S. and Canada.	*

24	Dealer network or other distribution methods.	GPC in 2021 owns and operates 52 distribution centers located throughout the United States that have return privileges with most of their suppliers, which protects GPC from inventory obsolescence. These distribution centers are located in 40 states and service approximately 1,000 domestic company-owned NAPA AUTO PARTS stores located in 45 states and approximately 5,000 independently owned NAPA AUTO PARTS stores located in all 50 states. NAPA stores, in turn, sell to a wide variety of customers in the automotive aftermarket. Collectively, these independent automotive parts stores account for approximately 61% of the total U.S. APG sales and 22% of GPC's overall total sales. When a Sourcewell member customer orders a part, directly or online, the first resource to fulfill that request will be the nearest NAPA servicing store. If the part is in stock, it will be delivered to the customer within an agreed upon time frame, and maybe included in a daily/nightly shuttle delivery. If the part is not in stock at the nearest store, secondary and tertiary NAPA stores will be sourced from and the part will be included in a one-off or scheduled delivery. In situations where the part is not available at any nearby NAPA stores, our Distribution Centers carry millions of dollars of inventory that can be used to fulfill the request. As a final resort, we can always contact the part manufacturer directly to explore direct sourcing options. In all situations, there is a local team of sourcing experts who are dedicated to fulfilling all requests by Sourcewell members.
25	Service force.	As mentioned in our response to Question #23, we have more than 45,000 people dedicated to ensuring the parts Sourcewell customers need are available and delivered on time across the US and Canada. From a product availability standpoint, having 52 DCs enables NAPA to provide product as close to the customer as possible in most states including Alaska, Hawaii, and most US Territories. This is facilitated through the DC delivery process of deliveries to all 6000 stores a minimum of 5 times per week. NAPA uses a process of vehicle registration and product data to stock our DCs and stores by ZIP code. This ensures that we have a market specific product mix in each of our stores. NAPA 's DCs have on average $6 -$ IOM in inventory. Store sizes vary in size and scope, but with 6,000 in the US alone, we have one of the best store footprints in the automotive aftermarket. NAPA has 6000 thousand stores with between 2 and 6 delivery vehicles per store servicing the Sourcewell members and hundreds of tractor trailers delivering to the stores each night. Our personnel in each distribution center provide a comprehensive mixture of sales and product specialists that are available to service Sourcewell members. The list below illustrates the positions and the individuals focused on the sales and services contemplated in this RFP: • Sales Manager • District Manager • Wholesale Manager • Commercial Sales Managers • Major Account Government Sales Manager • Territory Sales Managers 3 to 5 • Commercial Sales Pro (Outside Sales Representative) one per GPC owned store, 2 to 25, depending on the number of company-owned stores • Store Sales Counter people • Independent NAPA store owners, outside sales, and counter people In total, there are nearly 10,000 people involved in the distribution of parts to, and customer satisfaction of, all of our Sourcewell member partners.

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service program begins when the customer places an order and stays involved throughout the lifecycle of each order and the overall contract. When customers place an order directly with their servicing NAPA store, online via NAPA ProLink, or through a punchout in their enterprise system, customer service functionality is built into the process to address questions and issues as they arise. When it comes to delivery times, NAPA's standard metrics are as follows: • In-Stock Parts Ordered Delivered within 60 minutes or less • Non-Stocked Parts Ordered Delivered the next day • Rare or Special Parts Ordered Delivered within 2 days NAPA has a special delivery feature that other providers do not offer. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. Finally, our customer service program continues after the purchase to support warranty claims on qualified products, as well as core credit and return processing. In the case of such types of return transactions, NAPA's local team is there to facilitate the process with the local NAPA DC or directly with product manufacturers to get each Sourcewell member the parts they need and the credits they are owed.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	GPC/NAPA is a current Sourcewell contract holder and is able and willing to provide all parts and services expressed in this RFP. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. We have outlined our service and distribution network in several questions so far, so we would like to discuss our ability to promote this contract, if awarded. We have learned that educating our dealer locations on the specifics of the Sourcewell contract and their responsibilities to seek out lists of target Sourcewell contracting agencies is the first line of success for NAPA and Sourcewell. We also have a headquarters support network that helps us stay on track with our commitments to Sourcewell and its members by monitoring contract activity and promoting the cooperative purchasing message across our entire enterprise. The ability to provide these products and services starts and ends with effective communication and execution of the program to our 6,000 stores that deliver the value to Sourcewell members daily.	*

28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NAPA Auto Parts (UAP Inc.) has a wealth of resources, both in the field and in the office across Canada to implement large agreements such as requested by Sourcewell. We have resources at our head office in Montreal as well as in each region including the Pacific/West, Ontario, Quebec and the Atlantic. NAPA will allocate the necessary resources to ensure Sourcewell's needs are met. Across Canada, we have over 4,800 full-time direct employees servicing our stores, distribution centers and offices. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. The NAPA Auto Parts Division is a network made up of automotive parts and accessories stores and paint and body product stores. We have nearly 600 NAPA Auto Parts stores across Canada and over 50 NAPA CMAX Paint and Body Shop Supply Stores. It also includes 8 distribution centers across Canada including the Atlantic, Quebec, Ontario, West and Pacific regions. Including 1 logistic center in Long Sault, Ontario. Napa will be supporting the Sourcewell contract amongst 4 regions across Canada: Atlantic, Quebec, Ontario and the Western region. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NAPA has a strong presence in every region and is fully capable of serving the US and Canadian geographical locations described in this RFP of current and future members and represented associations. NAPA has a national presence from coast to coast across both the US and Canada. Thanks to our 6,000-store US and 600-store Canadian network and our strategic distribution center locations, we can meet all members' needs in a short amount of time, wherever they are operating.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAPA stores will cover all 50 states and all areas in those states with same to next day service. NAPA also services all 10 provinces in Canada through this contract with 600 NAPA Canada/UAP stores that can offer the same services at the Canadian pricing provided in this RFP.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no general contract restrictions that apply to any location in the US that NAPA services, including Hawaii, Alaska and US Territories. NAPA does not have locations in Puerto Rico.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	NAPA's general marketing program strategy to promote the contract nationally will be to provide a full array of marketing flyers, sales sheets, and announcements through announcement bulletin utilization for both the new award and updates during the contract period. The implementation of those aspects will bring visibility to the Sourcewell member in our stores through the mobilization of our field sales force. Specific training videos have already been put in place in support of the contract we currently have to train sales management, store owners, outside salespeople, and store employees. This training will directly increase the marketability of the contract throughout our sales organization. Co-branding of our logos will be incorporated on these pieces to inform the recipients of our "regular" marketing collateral to inform that NAPA is a Sourcewell contract holder. If awarded, Sourcewell contract details will be communicated through our national bulletin process. This program bulletin communicates to all 6,000 stores, Field Sales Management, and all direct sales teams the specifics of the new contract, the contract pricing, and the intent of the program through the contract award. Once published, the bulletin will be available through our internal website entitled NAPA Connect. This site is where all stores and field management go to see and understand all the national account programs that NAPA provides to its stores. If awarded, Sourcewell will continue to be classified in our national account programs. NAPA has a great deal of system or legacy knowledge built into our culture based on the number of years that we have enjoyed the contractual relationship, but our communication will not take that for granted. NAPA has a national team dedicated to marketing and growing our most important contracts, including everything Sourcewell. In addition to training this team on selling the value of our Sourcewell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents. • Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcewell prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials – marketing materials available to our sales team and customers include Sourcewell customer case studies, Sourcewell benefits and process flyers, customer information packet content and more. • Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (PowerPoint slides) that promote the benefits of implementing Sourcewell contracts. • Video Content – we are in the process of developing specific video content that discusses Sourcewell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. • Fleet Industry Events – NAPA sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Sourcewell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: National Events o NAFA I&E www.NAFA.org o Government Fleet Expo (GFX) www.governmentfleetexpo.com o FleetCon presented by FleetPros www.FleetPros.org Regional Events o Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org o Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org	*

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	NAPA Marketing employs a team of experts dedicated to effectively driving web traffic to various NAPA websites that promote our products and contract opportunities. The team uses search engine optimization strategies, including site metadata, to reach the widest possible audience of qualified decision makers for Sourcewell entity prospects and current members. Social media, such as LinkedIn, is an avenue we use to both network with fleet decision makers who we can educate about Sourcewell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcewell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We feel it is our job to educate our sales team on Sourcewell and make it an integral part of the way they sell our aftermarket solutions to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcewell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcewell can help the marketing effort: • Marketing Materials – Sourcewell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcewell contracts. • Continuing Education – provide our team with access to Sourcewell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls with your team. • Government Contacts – supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcewell IBS contract. • Legislation – continue to drive legislative approval across the US and Canada for the ability to adopt Sourcewell contracts.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us: • NAPA Online: Our primary online ordering portal, www.NAPAOnline.com offers a catalog of more than 500,000 parts and supplies that are available to Sourcewell members today. Ordering online allows stock and hot-shot orders to be placed by an agency and fulfilled through the local servicing NAPA store or distribution center in the most timey way possible. • NAPA ProLink: NAPA ProLink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 500,000 SKUs, all available on this contract. • Enterprise E-Procurement: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Product training on all diagnostics available through NAPA AutoTech program and available online at www.NAPATraining.com. This is a fee-based training comprehensive program for classroom and web. Training / maintenance offered by most NAPA suppliers, much at no cost. No training is standard as expertise will vary from one employee to another, all training is to be scheduled and discussed. All NAPA Tools & Equipment suppliers offer suggested maintenance procedures for products sold. This would include proper installations, safety procedures and contacts for on-site installations. NAPA provides training on many levels. Technician Training: a. Designed for the professional technician. b. Provided by professional certified trainers c. Shop Management Training d. Designed for the professional technician, shop managers e. Provided by professional certified trainers Please find a list of available training courses attached as a supplemental upload.	*
37	Describe any technological advances that your proposed products or services offer.	NAPA's proposal covers multiple technological advances in the following: • Electronic Ordering • Product Information • Diagnostic Repair • eProcurement • Audit process • Mechanical Shop and Body Shop Estimators • System integration, Shop management integration, ordering - NAPA currently integrates with dozens of shop management programs • ProLink is one of the industry's best electronic ordering interfaces. It provides catalog lookups, part images, and job "kits", recalls last and common orders, and loads specific vehicles (which are perfect with fleets with the same type vehicles) and more. • ProLink shows parts price and availability at the local NAPA store, as well as the store's supplying DC ProLink can be used to compare contract price with that of list so that price verification can be utilized at the time of ordering eliminates the need for calling and faxing; ordering is done online. NAPA can work with government agencies to provide special pricing on Mitchell On Demand: • This is a web and PC based program that aids Sourcewell members to estimate repairs for authorization. • Provide OE repair procedures and diagnostic aids. • Track labor and supplies to a specific asset. • Color wiring diagrams • Technical specifications that include optional Medium and Heavy Duty applications • Flow Charts • Technical Service Bulletins • Maintenance Schedule	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Our full Corporate Sustainability Plan will be provided as an attachment to this proposal. It is also available on our Sustainability page on www.genpt.com. RCI-Safe Solutions - our sustainability partner - has officially launched GPC's sustainability awareness efforts. Look for GPC's new GROW program to highlight specific environmental efforts made by employees. The GROW program focuses on targeted campaigns that emphasize personal responsibility and spotlights GPC's environmental heroes. GROW promotes a renewed approach of how to Reduce, Reuse and Recycle. GPC has the following priorities in place in terms of our Green Program • Reduce Air Emissions/Efficient Delivery Routing • Identify Pollution Prevention Opportunities • Communicate the Message • Practice Water Conservation • Reduce Fuel Consumption • Minimize Operational Waste • Implement Energy Conservation • Provide Green Products and Services NAPA Markets and Sells Many Green Initiative Products • Smart Washers • Challenger Water In-Ground Lifts • 3M lead free wheel weight system • Schumacher solar battery charger/maintainers • Energy Logic - waste oil burners • Vortex waterborne auto paint - no solvents • Valvoline Next Gen oil - made with recycled oil • Recycled Batteries, remanufactured electrical and steering components	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	See attached GPC Corporate Sustainability Plan. More detail is also available on our Sustainability page at www.genpt.com.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Genuine Parts Company is a publicly traded corporation. Thus, we are not a WMBE or SBE. However, expanding opportunities for small and women and minority owned businesses is important at NAPA. A strength of the NAPA capabilities for this RFP is that we are not all corporate stores centered around a large corporate office, but we are a collection of thousands of small businesses that can support the Sourcewell contract and its members' purchasing goals. Our main distribution and sales channel to Sourcewell members and prospective members will be through our 6,000 retail outlets, 5,000 of which are independently owned and operated NAPA Automotive and Truck Parts stores. Based on the size and geography of these locations, many may be qualified as SBEs, WBEs, DBEs and some in HUB Zones. As a corporation overall, we still maintain strict guidelines on diversity and inclusion in our operations. Our commitment to—and appreciation for—diversity and inclusion at Genuine Parts Company is a part of everything we do. You can see it every time we interact with customers, collaborate with colleagues and partner with members of the community. Across our Company, we value diversity and benefit from the exceptional insights, talents and experiences of our workforce. We believe that by embracing the differences and similarities of each individual, the work environment improves for our employees and enhances our overall business performance. Diversity goes beyond race and gender. It celebrates and values differences in age, outlook, cultural background, lifestyle, and physical ability. We are committed to fostering an environment where everyone can contribute to our collective success. In principle: We want the best person for every position. We want to provide opportunities for diversity of experience and interaction. We want to create an environment of diverse ideas and viewpoints to ultimately arrive at better decisions. Our commitment to Diversity and Inclusion honors the Power of Genuine Talent. Please see our Corporate Sustainability Plan uploaded to the documents section of this proposal for more information on our corporate diversity policies.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	NAPA Auto Parts provides a truly unique solution in the aftermarket automotive parts supply industry that benefits Sourcewell members in several ways. First, the NAPA network is comprised of more than 5,000 small businesses that distribute our products nationwide. These are local, taxpaying employees who live and work in member communities and care about supporting their government agencies as much as their government cares about supporting them. Using these small businesses can help Sourcewell members meet their diverse purchasing initiatives across the US and Canada. Next, NAPA has access to more than 465,000 SKUs that cover not just light-duty automotive, but a plethora of other categories that cannot all be found under any other roof. Consolidating a member's supply chain saves them time and money in managing their parts operation. Some unique product and service examples include: • Nearly 5 million SKUs of MRO and Industrial products through our sister company, Motion Industries • NAPA Filters • NAPA Heavy Duty • NAPA Undercar • NAPA Electrical Sales and Under Hood • Martin Senour Paint • Balkamp • NAPA Tools and Equipment • NAPA Brakes • NAPA Heating and Cooling • NAPA TRACS - powerful estimating, technical information and shop management solutions • IBIZ – enterprise/purchasing system integrations and technology solutions • Mitchell 1 and Mitchell On Demand services Additionally, NAPA invests year over year in cutting edge technologies to help us better serve our government customers. Between online cataloging and ordering, digital fulfillment tracking at our distribution centers, reporting customization and more, we are able to use technology to optimize our supply chain and get parts to the customer faster and cheaper. We also take part in technology innovations our customers are implementing, such as the Team Georgia Marketplace. The Team Georgia Marketplace connects the procurement tools of different state agencies all through one application to streamline the purchasing process and NAPA is a valued vendor participating in the initiative. Furthermore, NAPA has more than 10 years of experience partnering with Sourcewell through multiple contracts. We have staff in all 50 states that have been fully trained on the inner workings of Sourcewell contracts, the benefits they provide to Sourcewell members, and how to executive contracts effectively to deliver the best solutions to our customers more quickly than anyone else. Finally, NAPA is the pioneer of the Integrated Business Solutions (IBS) program and exclusive industry leader in the fleet vendor managed inventory industry. Providing additional value added solutions to government fleets across the US and Canada streamline their supply chain, including non-contract products such as OE parts, tires, bulk fluids and more, is one further step that NAPA takes to employ the best practices across the parts industry.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

42	Do your warranties cover all products, parts, and labor?	All products supplied pursuant to an awarded contract are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the products supplied pursuant to an awarded contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Participating Entity upon request. Proposer will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law. NAPA's warranties cover all products and parts, but not all the labor. Most NAPA manufacturers will reimburse for reasonable labor costs to the extent the damage was solely attributable to a defect in the NAPA product. Each warranty is viewed on a case-by-case basis and, in some cases, labor may not apply. Each one of NAPA 's individual parts warranties is on-line at our two websites (www.napaonline.com and www.napaprolink.com), plus warranty information is provided in the original NAPA packaging.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	NAPA has different warranties for different parts, plus different warranties for different grades of parts. As an example, NAPA utilizes both new and remanufactured components. There will be a different warranty on a new vs. a remanufactured part. The new may have a limited lifetime, whereas the warranty on a remanufactured component may be 2 years/24,000 miles. Certain components, like filters and brake pads have warranties dependent on the level (good, better, best), but might have restrictions that could affect coverage. Example an air filter that was used in a harsh environment, say extremely dusty or in a rugged industrial setting (drilling environment) might be seen as a limitation compared to one that is strictly on road/highway usage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	NAPA's warranties do not have specific coverage that covers the expense of technician's travel time and mileage. However, we will provide a review and attempt to assist a Sourcewell member in working with our manufacturers to determine if the aforementioned expense and individual circumstances warrant such a claim. The defective part and repair information will need to be retained and provided upon request.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	As NAPA is a distributor of automotive parts in the US and Canada and not a manufacturer of those parts, we do not offer any warranty repair service directly through our parts contracts. We do have NAPA AutoCare centers in the US and NAPA AutoPro centers in Canada that perform automotive repairs, but they would not fall under the scope of this proposal.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	One of the key benefits of our program is the tracking and processing of parts manufacturer warranties for our government agencies. NAPA outlines our warranty policy in each contract and has the responsibility to track and report on this for hundreds of suppliers that we procure parts from for our agency customers. In the case where NAPA is requested to procure parts from manufacturers outside of the NAPA system, we will work with the Sourcewell member and each individual manufacturer to process warranty claims that arise. As we are not the manufacturer of such parts, though, we do not offer any warranties on them directly.	*
47	What are your proposed exchange and return programs and policies?	NAPA stands behind our products and will accept returns on unused, normally stocked products when packaging is undamaged and the item can be re-inventoried. Special order items may be subject to restocking fees even if the packaging is never opened. Sourcewell members should personally review special orders with their servicing NAPA store to make sure there are no questions regarding pricing, shipping, and delivery.	*
48	Describe any service contract options for the items included in your proposal.	Our proposal is for a parts supply program. Service contract options are available through our Sourcewell NAPA IBS vendor managed inventory contract #110520 – GPC. NAPA is responding only to the parts portion of this RFP.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	NAPA Auto Parts standard payment terms are Net 30 days.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	NAPA does not offer leasing or financing options as part of NAPA's parts supply program.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The order process for this proposal and contract will be determined upon the Sourcewell Member preference. Generally, the majority of orders placed by Sourcewell members will be directed at their local NAPA store. The pathway in which those orders will be received by the NAPA store would be via phone, fax, e-mail, ProLink (www.napaprolink.com), eProcurement integration (EDI or XML) or even a walk in order. Once we receive an order with the appropriate work order or P.O. number, the store is responsible for the parts delivery service requirements of the contract. To ensure contract compliance, the accounts for Sourcewell members are flagged at the NAPA store for transmission to NAPA Headquarters. All resulting invoices from orders are captured at the NAPA Auto Parts store, and the line item detail is transmitted to NAPA Headquarters where the data is rolled up from all the Sourcewell member's invoices into the Sourcewell Major Account. This allows NAPA to report consolidated sales numbers back to Sourcewell on a quarterly basis. NAPA's entire dealer network is included in our response. The individual NAPA Auto Parts Store will process orders as they are fulfilled, and this will be consolidated and reported by NAPA Headquarters to Sourcewell quarterly.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, traditionally NAPA accepts P-card payments from government agencies, where applicable, and does not charge additional fees for using P-cards. We take government p-card security very seriously and are doing several things to protect agencies who elect to use this payment method. When using p-cards, members may be required to obtain tokenization authorization from the store, which verifies the ownership of the card and logs the information and approval to use it for such purchases. Without this tokenization, p-cards may not be accepted by servicing NAPA stores.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	NAPA's pricing model is a product category discount model off list price. As NAPA has with previous contracts, we will continue to offer a competitive nationwide ceiling price for Sourcewell members. NAPA's prices on individual products shall increase and decrease throughout the term of the contract. The pricing profile/methodology shall, however, remain firm. NAPA passes on both price increases and decreases it receives from its suppliers on to the Members. NAPA cannot provide written notice to Sourcewell every time an individual product increases in price. The attached Sourcewell 9074 Price Profile will be implemented at the store level to all members that choose to utilize the Sourcewell contract. This pricing will be available at all company-owned and independent NAPA stores across the US. The pricing provided by NAPA Canada differs from that provided by NAPA US but is based off of a similar model and will apply across Canada as the US pricing does across the US.	*

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAPA's proposed average discount percentages range up to 60% off list depending on the product. The attached price files illustrate discount rates for the products covered by our proposal.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Special volume discounts and/or rebates may be offered on an individual basis, depending on the individual circumstances and the potential volume of the Sourcewell member. NAPA may offer special one-off pricing for volume or stocking orders if requested by the Sourcewell member. These prices will be handled on an individual basis and they will not exceed the contract price.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	NAPA agrees to deliver from time-to-time sourced goods and services to be sourced and shall include all actual net costs including our actual cost and inbound shipping, plus a maximum 25 percent additional margin. This cost plus will be calculated and agreed upon between the Sourcewell member and the local NAPA store on a case-by-case basis.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Generally, parts and equipment are provided at the cost specified in our pricing list. NAPA does not charge Sourcewell members freight costs for standard stocking parts. Additional costs may be incurred for items outside of hard parts, such as special order shipping, training, equipment installation, etc. but these are typically non-standard line items.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As stated in Question #57, freight is not charged on NAPA parts, barring special requests or orders. However, if a part needs to be expedited for an emergency situation, the process is very simple. The agency lets us know the timeframe of the need, NAPA reaches out to our freight partners to estimate the cost, NAPA informs the agency of the charge and, with approval from the customer, we will agree to ship the part. In this case, the freight charge will be added to the invoice for that part as a separate line item for complete transparency.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As we have a local presence in Alaska and Hawaii, there are no different terms or programs for these regions than in the continental US. Customer delivery distance from the servicing store will affect freight charges, but not differently in those regions. Exchange and returns are the same. In Canada, deliveries of products will be made free of charge. Freight charges may apply to garage equipment and emergency orders of automotive parts and accessories in which case Sourcewell members will have first agreed to the additional freight charges. Additional shipping costs are determined on case-by-case basis and are dependant on the items being shipped. It typically affects larger items (i.e. hoists) where costs are determined at the time of sale. NAPA works with our supplier network to provide a delivery method to "Drop Ship". In certain circumstances, such as large quantities or large products, it is a method we can offer to Sourcewell members. Offshore shipping will be established as "as needed" and agreed to by the NAPA store and the Sourcewell Member.	*

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAPA has a special delivery feature that is exclusive to NAPA stores. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. The huge advantage of this program for Sourcewell members is that it harnesses access to inventories not only at local NAPA stores and distribution networks across the entire country, but through our manufacturers as well, all with one click or call.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	No additional comments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	NAPA self-audits both our contract pricing to Sourcewell members and our sales reporting and administrative fee paid to Sourcewell each quarter. Contract Price Compliance Self Audit: NAPA has developed programming that will at the end of every quarter take the sales by Sourcewell members and compare them to the profile price. This new programming will enable for exception reporting to be accomplished so that NAPA will ensure that each equipment order is in contract compliance. Quarterly Sales Reporting and Administrative Fee Self Audit: To ensure that NAPA reports all sales under the contract each quarter and that NAPA remits the proper administrative fee to Sourcewell, a quarterly process has been instigated to ensure that all entities under contract have been flagged and reported appropriately.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	U.S. Operations: NAPA will pay Sourcewell 2% of net qualified purchases for the entire contract period (if awarded). NAPA shall issue contract fees to Sourcewell on a quarterly basis based on total qualified net sales of all registered Sourcewell members that NAPA US operations sell to for that period. The 2% administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter. Canadian Operations: On any direct Sourcewell contracts in Canada, not involving any other associations or cooperative contracts, NAPA Canada will pay Sourcewell the same 2 percent administrative fee on all qualified NAPA parts purchases. The administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAPA distributes replacement parts (other than body parts) for substantially all motor vehicle makes and models in service in the United States, including imported vehicles, trucks, SUVs, buses, motorcycles, recreational vehicles and farm vehicles. In addition, GPC distributes replacement parts for small engines, farm equipment and heavy-duty equipment. Our inventories also include accessory items for such vehicles and equipment, and supply items used by a wide variety of government customers in the automotive aftermarket, such as cities, counties, states, K-12 districts and higher education institutions. We offer light-, medium- and heavy-duty parts for municipal departments like police, fire, sanitation and public works as well as people transportation parts used in universities and public transit agencies. No matter the part, we are able to provide the supply chain to get Sourcewell members the products they need when they need them. Please see our NAPA product line card included as a supplemental upload titled: Marketing Materials. NAPA has 52 distribution centers that service 6,000+ retail stores nationwide. They contain more than $1 billion of fleet parts and other replenishment inventory for our network nationally. NAPA stocks more than 465,000 aftermarket parts and items with same day and next day delivery. We can provide inventory, distribution, and local support in any area of the US and our network is available 365 days each year to get Sourcewell members parts efficiently. Our network starts with the 5,000 local, small business NAPA stores that support your members in the areas where they operate. This helps us place a strong emphasis on supporting local businesses. In addition, we have the strength of our 1,000-store corporate-owned distribution network backing up the NAPA program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to Sourcewell members. All our stores, regardless of ownership, can source and stock the products that your agencies need. Within these stores are tens of thousands of fully trained employees who are familiar with the processes of servicing large cooperative and other major accounts. They provide full support to government agencies ordering from them today and are ready to take on the increased business that this contract would bring. When it comes to ordering, parts orders may be placed via phone, email, walk-in or electronically depending on the individual agencies' preferences and capabilities. Advance orders may either be held for will-call pickups or delivered via an agreed upon supply schedule. Our program is designed to allow each Sourcewell member the ability to do business in the ways that suit them best. Sales receipts for all orders include all the information that would be provided on an invoice, including account number, item descriptions, quantities, price, PO# if requested by the individual member and date and time of order.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAPA is able to provide all product categories listed in Table 14B, including: • Air conditioning, heating, cooling, and climate control • Alternators, starters, batteries, electrical, and ignition systems • Bearings - ball and roller • Belts, hoses, gaskets, and seals • Brakes • Bumpers, body, cab, and chassis parts • Emission and exhaust • Engine and drive train • Filters - oil, fuel, air, and transmission • Oils and lubricants - regular and synthetic • Pumps - fuel and water • Safety and security systems • Interior and exterior parts and accessories • Lamps, lighting, mirrors, and wiring • Pumps - fuel and water • Suspension, shocks, struts, and steering • Wipers and washers • Heating and cooling (engine) • Vehicle paint and primer • Tools and equipment • Heavy Duty parts	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Air conditioning, heating, cooling, and climate control	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
67	Alternators, starters, batteries, electrical, and ignition systems	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
68	Bearings - ball and roller	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
69	Belts, hoses, gaskets, and seals	(•) Yes ( ) No	NAPA stocks high quality Gates Brand Belts and Belts in all stores and all Distribution centers.	
70	Brakes	(•) Yes ( ) No	NAPA stocks several different kinds and levels of Brakes, Pads and Rotors in this category at all 6000 NAPA Auto Parts Store Nationwide.	
71	Bumpers, body, cab, and chassis parts	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
72	Emission and exhaust	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
73	Engine and drive train	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
74	Filters - oil, fuel, air, and transmission	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
75	Oils and lubricants - regular and synthetic	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
76	Pumps - fuel and water	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
77	Safety and security systems	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
78	Interior and exterior parts and accessories	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
79	Lamps, lighting, mirrors, and wiring	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
80	Pumps - fuel and water	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
81	Suspension, shocks, struts, and steering	(•) Yes ( ) No	NAPA carries multiple brands of shocks and Struts for steering components at all NAPA stores	
82	Wipers and washers	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
83	Heating and cooling (engine)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
84	Vehicle paint and primer	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
85	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies as described in RFP Section II. B. 1. b.	(•) Yes ( ) No	NAPA sells several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Below are several examples of internal metrics that we will track to optimize our contract growth strategies, if awarded: Overall Contract Member Purchases – our contract reporting system will track overall Sourcewell contract member purchases by agency to ensure contract compliance, contract adoption and overall Sourcewell member satisfaction. Market Coverage – we can identify where we have an active Sourcewell contract presence across our US and Canada markets and pinpoint opportunities for new market growth over the course of the contract. Sourcewell Account Registrations – new Sourcewell member contracts are identified in our reporting system so we can promote growth of the total number of participating entities utilizing the NAPA contract and partnership. Contract Segmentation – we will break out Sourcewell member purchases into industry verticals to identify opportunities to grow in segments where we may be stagnant and develop specific marketing materials to drive new contracts in underutilized categories.	*
87	Describe any electronic service programming subscriptions and service information provided within your proposal along with any associated costs.	NAPA does not provide any electronic service programming subscriptions under the scope of this proposal.	*
88	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Through our Vistex and Qlik reporting software and our dedicated finance, accounting and reporting teams at NAPA headquarters and locally in our operations, NAPA provides customized reporting for hundreds of government and private sector customers on a quarterly basis or as needed by the Sourcewell member, generally within 30 to 45 days after a quarter has ended. Reporting is customizable for each member, so NAPA remains flexible in the format and timing of reporting to meet each customer's needs on a case-by-case basis; the reporting described above is the standard base level that NAPA provides. On an ad-hoc basis, NAPA can provide a specific Sourcewell member with SKU-level data over a specific timeframe and our team is also available to provide an in-depth spending analysis comparing them to other government agencies of similar size and makeup.	*
89	Describe any online parts catalog and ordering capabilities that can be provided or are included. If applicable, identify any additional costs associated with this service.	Our NAPA parts catalog, consisting of more than 465,000 SKUs, is all available online to Sourcewell members. The following are a few of the most common digital methods used to order from us: • NAPA Prolink: NAPA Prolink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 500,000 SKUs, all available on this contract. • Enterprise E-Procurement/Punchout: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products. There is no fee associated with the use of NAPA's online cataloging or NAPA Prolink. Enterprise software integrations, if required by the customer, could have nominal costs that are negotiated on a case-by-case basis before implementing any solutions.	*
90	Identify the vehicle makes for which your offered parts are used.	NAPA provides replacement parts for all light- and heavy-duty makes and models across the US and Canada.	*
91	Identify the vehicle engine types for which your products are manufactured (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	NAPA provides replacement parts for all engine types across the US and Canada.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Question #9 - Genuine Parts Company 2019 Annual Report.pdf - Wednesday March 24, 2021 12:26:37
- Marketing Plan/Samples - Question #32 - Marketing Materials.pdf - Wednesday March 24, 2021 12:27:31
- WMBE/MBE/SBE or Related Certificates - Question #39 - Corporate Sustainability Plan.pdf - Wednesday March 24, 2021 12:29:32
- Warranty Information (optional)
- Pricing - Pricing - US 9074 & Canada.pdf - Wednesday March 24, 2021 12:29:47
- Upload Additional Document - Question #36 - Autotech Training Brochures.pdf - Wednesday March 24, 2021 12:30:11

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jett Kuntz, Vice President NAPA Fleet and IBS, Genuine Parts Company dba NAPA Auto Parts

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Aftermarket_Vehicle_Parts_RFP_032521 Fri March 19 2021 12:55 PM	☑	1
Addendum_3_Aftermarket_Vehicle_Parts_RFP_032521 Thu March 11 2021 12:31 PM	☑	1
Addendum_2_Aftermarket_Vehicle_Parts_RFP_032521 Fri February 19 2021 04:46 PM	☑	4
Addendum_1_Aftermarket_Vehicle_Parts_RFP_032521 Thu February 18 2021 01:56 PM	☑	2

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of professional security services ("Agreement") is made and entered in this 21st day of June, 2022("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Universal Protection Service, LP dba Allied Universal Security Services ("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 provide unarmed, uniformed professional security officers services for City (the "Services").

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Chris Boatman, Assistant City Manager Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

4.1 The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2022, unless terminated earlier as provided herein.

4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount One Hundred Seven Thousand Five Hundred Forty-Nine Dollars ($107,549). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by this 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	Steve Claton, President, Southwest Region
City of Redlands	Universal Protection Service, LP
35 Cajon Street	dba Allied Universal Security Services
P.O. Box 3005 (mailing)	PO Box 31001-2374
Redlands, CA 92373	Pasadena, CA 91110-2374
jdonaldson@cityofredlands.org	Steve.Claton@aus.com
(909) 798-7531	951-552-9120

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a

provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;

(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of

project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

UNIVERSAL PROTECTION SERVICE, LP dba ALLIED UNIVERSAL SECURITY SERVICES

By: _____
Steve Claton, President Southwest Region

EXHIBIT "A"

SCOPE OF SERVICES

Provide unarmed, uniformed professional security officers who are capable of exercising good judgement, will be highly visible at all times, deter crime, and perform other duties as outlined by the City.

SCHEDULE

	FRI	SAT	SUN	MON	TUES	WED	THUR
3PM – 11PM	1 officer	-	-	1 officer	1 officer	1 officer	1 officer
6AM – 2PM	-	1 officer	1 officer	-	-	-	-
2PM – 10PM	-	1 officer	1 officer	-	-	-	-

-

HOLIDAYS

New Years Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

EXHIBIT "B"

FEE SCHEDULE

FEE SCHEDULE

Staff	Weekly Hours	Bill Rate	Holiday / O.T. Rate
Security Professionals	72	$27.92	$41.89
Total			

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.

UNIVERSAL PROTECTION SERVICE, LP
dba ALLIED UNIVERSAL SECURITY SERVICES

By:_____ Date: _____
Steve Claton, President, Southwest Region

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of janitorial services ("Agreement") is made and entered in this 21st day of June, 2022("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Executive Facilities Services, 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 janitorial services for City (the "Services").

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Chris Boatman, Assistant City Manager Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

4.1 The term of this Agreement shall be for a period of one (1) year commencing as of July 1, 2022, unless terminated earlier as provided herein.

4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of One Hundred Fifty Three Thousand Four Hundred Eight Four Dollars ($153,484). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by this 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	Christian Ferraro, CFO Executive Facilities Services, Inc. 6865 Weaver St Riverside, CA 92504 cferraro@execservices.biz 844-780-2626

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a

provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;

(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of

project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXECUTIVE FACILITIES SERVICES, INC

By: _____
Christian Ferraro, CFO

EXHIBIT "A"

SCOPE OF SERVICES

NAMED AREAS

A. Lobby, Offices, Conference Room and Common Areas
B. Restrooms
C. Lunchrooms

CLEANING SCHEDULE

I. NIGHTLY CLEANING

A. Lobby, Offices, Conference Room and Common Areas

1. All trash receptacles are to be emptied and trash removed to a collection point.
2. Vacuum carpet areas making sure to get underneath desks, into corners, and along edges. Executive Services will not be responsible for removal of staples from carpets.
3. Clean and polish drinking fountain(s).
4. Thoroughly dust all horizontal surfaces, including desk tops, top of file cabinets, window sills, chairs, tables, pictures and all manner of furnishings.
5. Damp wipe all horizontal surfaces to remove coffee rings and spillage as needed.
6. Dust telephones.
7. Dust mop hard surface floors with a treated dust mop.
8. Damp mop hard surface floors to remove any spillage from soiled areas.
9. Damp wipe entrance metal and fingerprints on entrance glass.
10. Spot clean partition glass.
11. Notify management of any concerns
12. Make sure doors and security systems are properly secured as instructed by client.

NIGHTLY CLEANING continued

B. Restrooms

1. Stock towels, tissue and hand soap.
2. Empty sanitary napkin receptacles and wipe.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Wipe towel cabinet covers.
6. Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work.
7. Toilet seats to be cleaned on both sides.
8. Scour and sanitize all basins. Polish bright work.
9. Dust partitions, tip of mirrors and frames.
10. Remove splash marks from walls and around basins.
11. Mop and rinse restroom floors.

C. Lunchroom

1. All trash receptacles are to be emptied including entrance containers and trash removed to a collection point.
2. Dust mop hard surface floors with a treated dust mop.
3. Damp mop hard surface floors to remove spillage from soiled areas.
4. Clean and damp wipe tables and chairs.
5. Spot clean walls near trash receptacles.
6. Clean fronts, tops, and sides of trash receptacles as needed.
7. Clean and polish drinking fountain/water cooler.
8. Damp wipe counter tops to remove coffee rings and spillage.
9. Clean and sanitize sink; Client responsible for dishes.

II. WEEKLY CLEANING

A. All Named Areas

1. Dust all vertical surfaces of desks, file cabinets, chairs, tables and other office furniture.
2. Thoroughly vacuum all carpeting, taking care to get into corners, along edges and beneath furniture.
3. Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.

III. MONTHLY CLEANING

A. All Named Areas

1. Complete all high dusting not reached in the above mentioned cleaning.
2. Remove fingerprints and marks from around light switches and door frames.
3. Vacuum all upholstered furniture.
4. Damp wipe telephones.

IV. OTHER SERVICES

A. Defective or inoperable building equipment will be brought to the attention of CLIENT, for example:

1. Leakage or problem plumbing
2. Defective lights or lighting
3. Doors and/or gates not properly secured
4. Other unusual circumstances that might affect the security, maintenance or effectiveness of the facility.

B. A Teflon-type carpet protector will be applied, upon request, for an additional fee.

C. An anti-static material will be applied to all carpeting, upon request, for an additional fee.

D. Care will be exercised so that baseboards, walls, and furniture will not be splashed, marred, and disfigured or damaged during these or any other scheduled operations.

E. Janitor closets, equipment, and materials will be kept in a neat, clean, and orderly condition at all times.

F. Any emergency cleaning accomplished for a nominal fee.

V. DAY PORTER SERVICES

A. Disinfect all high touch point areas in the lobby, common areas, and elevators (i.e. door handles, elevator buttons, railings, drinking fountains, etc.

EXHIBIT "B"

FEE SCHEDULE

Service	Monthly Amount	Annual Amount
Janitorial	$7,491.55	$89,899
Fixed	$1,184.70	$14,216
Day Porter	$2,614.08	$31,369
Supplies	$1,500.00	$18,000
Total Agreement Amount		$153,484

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.

EXECUTIVE FACILITIES SERVICES, INC.

By:_____ Date: _____

Christian Ferraro, CFO

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of Ford original equipment manufacturer parts ("Agreement") is made and entered in this 21st day of June, 2022("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Fairview Ford Sales, 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 supply Ford original equipment manufacturer parts services for City (the "Services").

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Chris Boatman, Assistant City Manager Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

4.1 The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2022 (the "Initial Term"). The City shall have the option to extend the Initial Term of this

Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Twenty Three Thousand Nine Hundred Seventy One Dollars and Forty Cents ($23,971.40) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of Twenty Three Thousand Nine Hundred Seventy One Dollars and Forty Cents ($23,971.40) for the first Extended Term; and Twenty Three Thousand Nine Hundred Seventy One Dollars and Forty Cents ($23,971.40) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Seventy One Thousand Nine Hundred Fourteen Dollars and Twenty Cents ($71,914.20). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk	Linda Barman, Parts Manager
City of Redlands	Fairview Ford Sales, Inc.
35 Cajon Street	PO Box 1390
P.O. Box 3005 (mailing)	San Bernardino, CA 92402

Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531

lbarman@fairviewford.com
909-386-0266

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that

in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity

whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

FAIRVIEW FORD SALES, INC.

By: _____
Linda Barman, Parts Manager

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall supply cost-effective Ford OEM Wholesale parts in a timely efficient manner.

Prices include, but not be limited to, overhead costs, freight and delivery. No additional costs will be paid except applicable taxes.

Contractor's facility shall be located within a 10-mile radius of the intersections of Highways 10 and Tennessee Street, Redlands 92373.

Contractor shall be an established and factory authorized Original Equipment Manufacturer (OEM) parts dealer and/or service center for Ford products.

All items provided under this agreement shall comply with all applicable Federal, State and local regulations including State of California Motor Vehicle Code, if applicable.

Contractor shall maintain the minimum levels of information to assure that the correct and most current parts are used in service repairs, while providing the necessary technical support information.

Contractor shall maintain the required levels of products for which they are certified.

All items provided under this agreement shall be original equipment manufacturer (OEM) line of replacement parts. All items provided under this agreement shall be equivalent in function and workmanship to the parts originally supplied on the vehicle(s) unless superseded by the vehicle/equipment manufacturer. No generic parts shall be supplied.

Contractor shall maintain adequate local inventory of popular items and items regularly stocked by the City, to meet the City's emergency needs. Emergency needs shall be delivered within three (3) hours of order; or shipped within the same business day if available and Contractor's inventory location is not within the greater Redlands region. Wholesale parts shall be delivered within two (2) hours of order, if available, from the manufacturer. Back orders shall be filled within four (4) working days. The City shall be notified of all back-orders.

Availability and timely delivery are critical to the award and maintenance of this agreement. Failure to maintain adequate inventory or provide timely delivery shall be grounds for termination.

If Contractor does not have the required part(s) in stock, Contractor personnel shall determine if the City's need is immediate. If Contractor does not have the required item(s) on a regular basis, and/or frequently obtains parts from other dealers, the City may determine that the bidder does not "maintain adequate inventory" and may terminate this agreement.

Contractor shall accept the return of unused and undamaged items purchased through this agreement at 100% of the contract price.

The provisions of this contract shall in no way prohibit the City from purchasing the same products and/or services listed herein from another supplier.

EXHIBIT "B"

FEE SCHEDULE

Line Item #	Description	Part #	Unit Cost
1	Sender Assy – Fuel Tank	6C3Z-9275-VA	$365.40
2	Exhaust Tube	DB5Z-5G203-A	$245.70
3	Nozzle Asy	4C3Z-9E527-BRM	$173.25
4	Pipe – Fuel Filler	DG1Z-9034-G	$152.25
5	Wrench – Wheel Nut	5L1Z-17032-A	$29.40
6	Kit – Spanner	5L1Z-17003-A	$91.88
7	Handle	1L3Z-9943400-BAA	$19.77
8	Motor and Pump Asy	7R3Z-17664-A	$16.70

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.

FAIRVIEW FORD SALES, INC.

By:_____ Date: _____

Linda Barman, Parts Manager

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of pick up and disposal of hazardous waste materials ("Agreement") is made and entered in this 21st day of June, 2022("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Haz Mat Trans, 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 pick up and disposal of hazardous waste materials services for City (the "Services").

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Chris Boatman, Assistant City Manager Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

4.1 The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2022 (the "Initial Term"). The City shall have the option to extend the Initial Term of this

Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Fifty-Three Thousand Nine Hundred Fifty-Seven Dollars ($53,957) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of Fifty-Three Thousand Nine Hundred Fifty-Seven Dollars ($53,957) for the first Extended Term; and Fifty-Three Thousand Nine Hundred Fifty Seven Dollars ($53,957) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of One Hundred Sixty One Thousand Eight Hundred Seventy One Dollars ($161,871). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk	Mike Hammer, General Manager
City of Redlands	Haz Mat Trans, Inc.
35 Cajon Street	230 E. Dumas Street
P.O. Box 3005 (mailing)	San Bernardino, ca 92408

Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531

mikehammer@hazmattrans.com
909-889-5607

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that

in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity

whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

HAZ MAT TRANS, INC.

By: _____
Mike Hammer, General Manager

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall pick up and disposal of Hazardous Waste Materials to an Approved Treatment Storage Disposal Facility (TSDF).

Services provided will be on quarterly basis or as requested by Fleet Manager. Manifests will need to be provided for every service and hand delivered to Equipment Maintenance Project Assistant and/or Fleet Manager.

Contractor shall provide the following services on an as needed basis:

- Vacuum tanker, Non Hazardous/Hazardous per test results Liquid Clarifier service
    - Clarifier 1 (truck was bay)
    - Clarifier 2 (mechanic shop wash bay)
- Truck tires transported to an Approved TSDF for disposal;
- Supply 55 Gallon Oil Filter barrels for filters, absorbent, and contaminated fuel;
- Supply 5 Gallon Poly Pail;
- Supply 4’ Light Box and 8’ Light Box;
- Pick up and disposal of fluorescent light bulbs/tubes;
- Supply 55 Gallon barrels for asphalt emulsion and diesel fuel mixture;
- Pick up Asphalt Emulsion and Diesel Fuel Mixture;
- Pick up and disposal of unused (water, oil) based paint 5 gallon containers;
- Pick up and disposal of Waste Oil; and
- Pick up used absorbent (floor dry/oil absorbent).
- Trained Driver/Environmental Technician must be On-Site when material is being picked up for disposal

Items described are required waste items are will be handled and transported from Corporate Yard:

- Fluorescent bulbs/tubes
- Absorbents
- Oil, absorbent rags
- Drained oil filters
- Water and oil based paint
- Oil absorbent socks and pads
- Waste Oil
- Waste gas and diesel

EXHIBIT "B"

FEE SCHEDULE

SECTION A – Tire Disposal			
Item No.	Description	Unit of Measure	Unit Price
A1.	Truck Tires transported to an Approved TSDF for Disposal, per tire	Each	$1.00
A2.	*Transportation Cost from Redlands Corporate Yard to an approved TSDF location.	per transport/disposal	$150.00
A3.	Manifest and Labeling Fee	Each	$30.00

SECTION B – Non Hazardous Solids or Liquids			
Item No.	Description	Unit of Measure	Unit Price
B1.	55 Gallon Oil Filter Drums	Each	$75.00
B2.	55 Gallon Drums for Disposal to an Approved TSDF Waste Non Hazardous Solid Crushed or Drained Oil Filters	Each	$150.00
B3.	*Transportation Cost from Redlands Corporate Yard to an approved TSDF location.	per transport/disposal	$375.00
B4.	Manifest and Labeling Fee	Each	$30.00

SECTION C – Fluorescent Tubes or Batteries			
Item No.	Description	Unit of Measure	Unit Price
C1.	5 Gallon Poly Pail	Each	$30.00
C2.	4' Light Box	Each	$48.00
C3.	8' Light Box	Each	$55.00
C4.	Disposal of Universal Batteries to an Approved TSDF	Each	$N/A
C5.	Universal Fluorescent Tubes for Disposal, Per Foot	Foot	$0.20
C6.	U-Lamps for Disposal, Per Lamp	Each	$1.00
C7.	5 Gallon Pail Disposal to an Approved TSDF Waste Non RCRA Hazardous Non PCB Ballast, Per Lb.	Pound	$2.25
C8.	5 Gallon Pail Disposal to an Approved TSDF Waste RCRA Hazardous Non PCB Ballast, Per Lb	Pound	$2.25
C9.	HID Lamps for Disposal, Per Lamp	Each	$3.30
C10.	*Transportation Cost from Redlands Corporate Yard to an approved TSDF location.	per transport/disposal	$375.00
C11.	Manifest and Labeling Fee	Each	$30.00

SECTION D – Clarifier Removal and Pumping			
Item No.	Description	Unit of Measure	Unit Price
D1.	Remove Non Hazardous Liquid Clarifier	Each	$0.00
D2.	Pumping and Transportation Charge	Each	$954.00
D3.	Disposal Fees	Each	$1,332.00
D4.	Solid Surcharge < 15% Solids	Each	$175.00
D5.	Manifest and Labeling Fee	Each	$30.00

SECTION E – Asphalt, Sludge, and Diesel Removal			
Item No.	Description	Unit of Measure	Unit Price
E1.	Supply - 55 Gallon Metal Drum - Closed Top	Each	$75.00
E2.	55 Gallon Drums for Disposal to an Approved TSDF Waste Non RCRA Diesel, Asphalt Tack & Water Sludge	Each	$150.00
E3.	*Transportation Cost from Redlands Corporate Yard to an approved TSDF location.	per transport/disposal	$300.00
E4.	Manifest and Labeling Fee	Each	$30.00

SECTION F – Oil and Water Based Paint Removal			
Item No.	Description	Unit of Measure	Unit Price
F1.	Removal of unused oil based paint in 5 Gallon containers transported to an Approved TSDF for Disposal, per unit	Each	$275.00
F2.	Removal of unused water based paint in 5 Gallon containers transported to an Approved TSDF for Disposal, per unit	Each	$75.00
F3.	Commodity pack of water based paint 55 gallon drum	Each	$75.00
F4.	Commodity pack of oil based paint 55 gallon drum	Each	$325.00
F5.	*Transportation Cost from Redlands Corporate Yard to an approved TSDF location.	per transport/disposal	$675.00
F6.	Manifest and Labeling Fee	Each	$30.00

*Transportation Cost from Redlands Corporate Yard to an approved TSDF location must include all additional and related fees such as; staffing, labor, and testing fees pertaining to hazardous waste commodity.

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.

HAZ MAT TRANS, INC.

By:_____ Date: _____

Mike Hammer, General Manager

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of Ford original equipment manufacturer parts and repair services ("Agreement") is made and entered in this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Ken Grody Ford Redlands, LLC ("Contractor"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform Ford original equipment manufacturer parts and repair services for City (the "Services").

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Chris Boatman, Assistant City Manager Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

4.1 The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2022 (the "Initial Term"). The City shall have the option to extend the Initial Term of this

Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Ninety-Eight Thousand Five Hundred Thirty-Five Dollars ($98,535) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of Ninety-Eight Thousand Five Hundred Thirty-Five Dollars ($98,535) for the first Extended Term; and Ninety-Eight Thousand Five Hundred Thirty-Five Dollars ($98,535) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Two Hundred Ninety-Five Thousand Six Hundred Five Dollars ($295,605). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit an invoice to City upon completion of the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk	Trever Desherlia, Parts & Service Director
City of Redlands	Ken Grody Ford Redlands
35 Cajon Street	1121 W. Colton Ave
P.O. Box 3005 (mailing)	Redlands, CA 92374
Redlands, CA 92373	trever@kengrodyford.com
jdonaldson@cityofredlands.org	909-793-3211

(909) 798-7531 Fax 909-307-2708

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

KEN GRODY FORD REDLANDS

By: _____
Trever Desherlia, Parts & Service Director

EXHIBIT "A"

SCOPE OF SERVICES

CLASSIFICATION A:

Provide high quality Certified Ford Original Equipment Manufacturer parts and repair service to City-owned Ford Motor Company automobiles; including cars, light duty and medium duty trucks, vans, and SUVs. All repairs must use Ford Original Equipment Manufacturer replacement parts.

Contractor shall furnish all supplies, materials, labor, tools, equipment and transportation, and perform all requested services to the satisfaction of the City of Redlands.

Contractor shall be a Ford Motor Company authorized dealer capable of performing all warranty, diagnostic, general, and specialized repairs.

Contractor shall be able to provide factory authorized warranty and service support.

Pick-up and delivery:

Contractor shall provide pickup and delivery services as requested to the Equipment Maintenance Corporate Yard, 1270 W. Park Avenue #Bldg. E.

Contractor shall pick up and drop off, or arrange for pickup and drop off of City vehicles from City Corporate Yard, using shop tow truck or towing subcontractor.

Upon receipt of a request, vehicles are to be picked up by the contractor from the City Corporate Yard within 24 hours of request for repairs. Upon completion of the work, the contractor will have 24 hours to deliver the vehicle to the City Corporate Yard.

In the event that Contractor is unable to make pick up or delivery within 24 hours, or cannot complete the repair for any other reason, Contractor must inform Fleet Services Coordinator when the order is placed. In such a case, the City reserves the right to procure the service from another vendor.

All deliveries under this agreement shall be accompanied by one copy of a delivery tag. All delivery tags shall include the Contractor's name, the City's contact number, the date of the order, and itemized list of the materials furnished, including quantity, unit price and extension of each item, less applicable discount.

Repairs to Ford vehicles shall only be made after an itemized part and labor estimate has been submitted and authorization by the Fleet Services Coordinator has been provided to Contractor.

Upon completion of repair and delivery of vehicle, the vehicle shall be inspected before acceptance by the City's Fleet Services Coordinator or Fleet Mechanics for workmanship, appearance, proper functioning of all items and equipment, and conformance to all other requirements of this specification. If deficiencies are found, it shall be the responsibility of the

Contractor to pick up the vehicle, make necessary correction and redeliver the vehicle for re-inspection and acceptance. Payment will not be made until corrective action has been made.

Ford OEM Parts and Repairs

Contractor's facility shall be located within a 10-mile radius of the intersections of Highways 10 and Tennessee Street, Redlands 92373.

Contractor shall be an established and factory authorized Original Equipment Manufacturer (OEM) parts dealer and/or service center for Ford products.

All items provided under this agreement shall comply with all applicable Federal, State and local regulations including State of California Motor Vehicle Code, if applicable.

Contractor shall maintain the minimum levels of information to assure that the correct and most current parts are used in service repairs, while providing the necessary technical support information.

Contractor shall maintain the required levels of products for which they are certified.

All items provided under this agreement shall be original equipment manufacturer (OEM) line of replacement parts. All items provided under this agreement shall be equivalent in function and workmanship to the parts originally supplied on the vehicle(s) unless superseded by the vehicle/equipment manufacturer. No generic parts shall be supplied.

Contractor shall maintain adequate local inventory of popular items and items regularly stocked by the City, to meet the City's emergency needs. Emergency needs shall be delivered within three (3) hours of order; or shipped within the same business day if available and Contractor's inventory location is not within the greater Redlands region. Wholesale parts shall be delivered within two (2) hours of order, if available, from the manufacturer. Back orders shall be filled within four (4) working days. The City shall be notified of all back-orders.

Availability and timely delivery are critical to the award and maintenance of this agreement. Failure to maintain adequate inventory or provide timely delivery shall be grounds for termination.

If Contractor does not have the required part(s) in stock, Contractor personnel shall determine if the City's need is immediate. If Contractor does not have the required item(s) on a regular basis, and/or frequently obtains parts from other dealers, the City may determine that the bidder does not "maintain adequate inventory" and may terminate this agreement.

Contractor shall accept the return of unused and undamaged items purchased through this agreement at 100% of the contract price.

The provisions of this contract shall in no way prohibit the City from purchasing the same products and/or services listed herein from another supplier.

EXHIBIT "B"

FEE SCHEDULE

FORD OEM PARTS AND REPAIRS <u>WITH</u> PICK-UP AND DELIVERY OF VEHICLES

Item	Description	Unit Cost
1	Hourly Labor Rate	$85.00
2	Pick-up and delivery charge, per vehicle	$0.00
3	Parts and Materials: % Markup	8%

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

KEN GRODY FORD REDLANDS

By:_____ Date: _____

Trever DeSherlia, Parts & Service Director

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of landscape maintenance services at Hillside Memorial Park Cemetery ("Agreement") is made and entered in this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Leafwise Landscape LLC ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform landscape maintenance services at Hillside Memorial Park Cemetery for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to

Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.

3.2 City designates Chris Boatman, Assistant City Manager, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2022; (the "initial term"). The City shall have the option to extend the initial term of this Agreement by two (2) additional years (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.3 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of seventy-six thousand two hundred seventy-five dollars and twenty cents ($76,275.20) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of seventy-six thousand two hundred seventy-five dollars and twenty cents ($76,275.20) for the first Extended Term; and seventy-six thousand two hundred seventy-five dollars and twenty cents ($76,275.20) for the second Extended Term; bringing the total

possible amount of compensation to a not-to-exceed amount of two hundred twenty-eight thousand eight hundred twenty-five dollars and sixty cents ($228,825.60). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. 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	Jovani Lemus, President/Managing Officer Leafwise Landscape LLC 25691 San Lupe Ave. Moreno Valley, CA 92551 leafwise.jlemus@gmail.com (951) 214-9773

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and

incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the

same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3)

years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

LEAFWISE LANDSCAPE LLC

By: _____
Jovani Lemus, President/Managing Officer

EXHIBIT "A"

SCOPE OF SERVICES

All Services to be completed at the following estimated intervals: 4 times per month during peak season (March - November); 2 times per month during slow season (December - February). The specific hours/intervals required for each service *may* change from these estimates at city staff discretion.

1. TURF/GRASS MOWING

Mowing height for all turf grass areas shall be no less than 1.5" and shall not exceed 2.5" during the months of March - November. Through the months of December - February turf grass shall be mowed at a height of 3.5" to 4.5." The turf shall be cut at a uniform height leaving no scalping or uneven cuts. Trash and debris shall be cleaned up prior to each mowing.

2. TURF/GRASS EDGING & TRIMMING

All areas in need of trimming such as turf grass, ground cover, hedges, etc. shall be mechanically trimmed. Trimming shall be performed around all markers, upright monuments, signs, posts, trees, shrubs, utility posts, fencing, and all other obstacles taking special care to not cause any damage. Grass shall be trimmed at a height corresponding with specifications determined by the mowing schedule.

3. BLOW/SWEEP CURB, GUTTER, HARDSCAPE

Areas that need to be blown once a week in an effort to remove debris and trash are the Main Gate Entrance, Garden of Serenity Plaza, Serenity Niche Estates, Block L Staircase, Block L Cremation Estates (North End Wall), Veterans Circle, Front of Office, Shop Walkway, Redlands Mausoleum Entrance, Hillside Mausoleum South Patio and both North facing entrances.

4. WEED CONTROL (CHEMICAL TREATMENT, MANUAL REMOVAL)

The contractor shall monitor and provide continuous weed control and shall take timely measures to treat them with appropriate herbicide application. Applicator shall take appropriate measures and precautions while applying various pesticides and/or herbicides to meet with all county rules and regulations.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and _____ _____(hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to Description of Improvement Services to Public Buildings and/or grounds (the "Work"), which said agreement, dated _____, 2022, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Written dollar amount 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 _____, 20__.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
	BY:
_____	_____
(Signature)	(Signature)
	Address:
	_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone( ) _____

EXHIBIT “C”

FEE SCHEDULE

Service	Frequency	Unit Price	Annual Total
Turf Grass Mowing	1 time per week	$936.00 per week 40 times per year	$37,440.00
Turf Grass Edging & Trimming	1 time per week	$864.00 per week 40 times per year	$34,560.00
Blow/sweep curb, Gutter, Hardscape	1 time per week	$61.88 per week 40 times per year	$2,475.20
Weed control (Chemical treatment, manual removal)	1 time every 2 weeks	$75.00 per week 24 times per year	$1.800.00

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

LEAFWISE LANDSCAPE LLC

By:_____ Date: _____

Jovani Lemus, President

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of elevator maintenance services ("Agreement") is made and entered in this 21st day of June, 2022("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Liftech Elevator Services, 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 elevator maintenance services for City (the "Services").

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Chris Boatman, Assistant City Manager Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

4.1 The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2022 (the "Initial Term"). The City shall have the option to extend the Initial Term of this

Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of Thirty-Two Thousand Eight Hundred Forty-Eight Dollars and Thirty Cents ($32,848.30). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by this 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

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531

CONTRACTOR

Suriel Castro, Administrative Manager
Liftech Elevator Services, Inc.
2897 Gardena Avenue
Signal Hill, CA 90755
suriel@liftechelevator.com
562-997-3639
Fax 562-997-3680

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this

Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

LIFTECH ELEVATOR SERVICES, INC

By: _____
Suriel Castro, Administrative Manager

EXHIBIT "A"

SCOPE OF SERVICES

Full Maintenance Services as set forth in this Agreement on the following listed elevators:

Citrus Center – 300 E. State Street, Redlands, CA 92373

Quantity	Type	Manufacturer	Number of Landings
2	Hydraulic Passenger	TKE/TAC	7
1	Traction Service	TKE/TAC	7
1	Hydraulic Passenger	Dover	2

The Contractor shall provide 10 hours of preventive maintenance per month

The Contractor will periodically provide exclusive maintenance service to the City utilizing skilled and qualified personnel directly employed and administered by the Contractor.

The Contractor agrees to maintain the elevator equipment listed above by performing the work in accordance with the terms and conditions of this Agreement. Exceptions to this Agreement must be referenced by "Supplemental Proposals" attached as a separate Addendum and listed below.

In the event that the elevator equipment includes Phase I or Phase II Fire Service operation, the Contractor shall perform monthly testing and record the results in the machine room. Testing to be performed between the hours of 8:00a.m. and 4:30p.m. Monday – Friday.

Any Alterations to this Agreement will be listed below as an Addendum.

In accordance with this Agreement, the Contractor shall periodically inspect, adjust and lubricate as necessary. Replacement of the following components or equipment will be at the Consultant's discretion, provided that the components or equipment exist on the listed elevator(s) at the Effective Date of this Agreement.

Traction Machine Components: Brakes, Brake Coil, Bearings and Drive Sheave

Hydraulic Pump Unit Components: Pumps, Valves, Motors, Belts, Valve Magnet Coils

Governor: Sheave, Shaft Assembly, Bearings, Contacts and Jaws

All Idler Sheaves: Deflector and Secondary, Car and Counterweight, Compensation and Governor Tension Assemblies

Controller Components: Relays, Contactors, Solid-State Components, Resistors, Condensers, Transformers, Leads, Timing Devices and Computer Devices.

Selector Components: Drives, Contacts, Brushes, Tapes and Guides

Door Equipment: Interlocks, Contacts, Bottom Door Guides (Gibs), Electronic Detector Edges, Door Operator, Zone Clutch and Rollers

Hoistway Limit Switches:	Slowdown Switches, Leveling Switches, Cams and Vanes
Guide Shoes:	Rollers, Replaceable liners, Arms and Bushings
Buffers:	Springs or oil, Switches, Seals and Packing
Fixtures:	Contacts, Switches, Buttons, Locks, Lamps, Holders and Indicators
Motor and Motor Generator Components:	Tachometer, Regulator, Field Windings, Rotating Elements, Commutator, Bearings, Brushes and Brush Holders

Lubricants specially formulated, tested and selected for the preventative maintenance required.

Lubrication of guide rails (car and counterweight) except where type of guides and/or safety devices require dry rails.

Periodic Cleaning of elevator pit(s). Periodic draining of the gear case and refiling with new gear oil.

Labor and Material to attend to the special requirements of hoist cables including periodic examination, lubrication and equalization. Contractor shall replace hoist cables or governor cables when the recommended factor of safety is compromised and at the Contractor's discretion. Where applicable, to periodically inspect group dispatcher, only during regular working hours, and perform the necessary procedures to provide optimal performance for overall elevator response. Group performance is subject to the limitations of the equipment and some work may not be safely completed when group is energized.

Parts inventor will be maintained by Contractor during the term of this Agreement. To minimize downtime and support preventive maintenance a supply of frequently used parts will be located in the machine room (where applicable), or in the technician's mobile vehicle. All parts remain the property of the Contractor until installed.
Wiring Diagrams shall be furnished by the City (when available and applicable). All diagrams shall be maintained for use by Contractor technicians. Diagrams furnished by City shall remain the property of City.

It is understood that the City shall provide Contractor with unrestricted access to all areas of the building in which any part of equipment listed in this Agreement is located. City agrees to keep all associated equipment rooms and elevator pits free of water and stored materials.

Additional Services

24-Hour Customer Support – The Contractor shall provide City with its 24-hour dispatching service for emergency response to elevator malfunctions. The service includes 24-hour answering of all preprogrammed elevator phones at no additional charge to City.

City may request Contractor to dispatch a technician to perform minor adjustments and repairs if an elevator malfunction occurs between regular examinations.

Preventive Maintenance Charts – Contractor shall maintain detailed maintenance charts that shall remain in the equipment machine room during the term of this Agreement. The charts illustrate

the systematic maintenance schedule followed by Contractor technicians. All maintenance charts are available to City to ensure the highest quality of service possible.

Administrative Support – Contractor shall assign a supervisor to conduct periodic inspections of equipment and audits of preventive maintenance charts to ensure quality control. Contractor shall also appoint an account representative who shall be available to discuss maintenance issues and assist with upgrades or modernizations.

Conditions of Service

The Contractor's responsibility shall be limited to repairs and replacements required by this Agreement. These repairs and replacements are based on normal wear and tear and under no circumstance will Contractor assume responsibility for the following items unless written as a Supplemental Proposal and attached as a separate Addendum. Any preexisting conditions that may become identified by Contractor's technician within a 120-day period shall be excluded. Upon identification of any pre-existing conditions, Contractor shall supply a proposal for any necessary repairs. If not authorized to proceed with the necessary repairs, Contractor shall maintain the elevator system in its current mode of operation.

- Any and all replacement or repairs that are out of the reasonable and direct control of the Contractor, including vandalism, misuse, negligence and acts of God.
- Any and all modifications to original or existing equipment, including code requirements or insurance recommendations.
- Emergency power systems, seismic devices, smoke sensors and sensor control equipment, emergency lighting systems, emergency intercom systems, telecommunication devices, phone line, captivate, CE Elite position indicators, security control systems, card reader devices and audio or video equipment.
- Guide rail replacement and alignment including rail brackets and associated hardware.
- Any and all safety tests.
- Hydraulic plunger or jack unit including: cylinders, liners, head, wear ring set, plungers, casings, support brackets, piping, conduit, packing and associated components of the hydraulic system that are below or above ground.
- Cab enclosure, including structural members and enclosure panels, removable panels, door panels, car operating panels, all ceilings and lighting components, handrails, all flooring material and sub-flooring, fans heaters and air conditioning equipment.
- Hostway enclosures, including hoistway door frames and sills, hoistway doors, swing door closures, fireproofing material, separator screens, pit ladders, pit lighting circuits, secondary access doors and grate flooring, waterproofing and water removal.
- Power delivery system, including circuit breakers, disconnects, fuses, power buses, distribution and isolation transformers, and power feeders.
- All damage to the traveling cables caused by or as a result of coming into contact with obstructions/elevator equipment in the hoistway is to be excluded from this agreement.

- Any and all equipment failures resulting from delay in proceeding with needed upgrades in which a proposal has been submitted.
- All hoistway and car signal fixture face plates, lenses and any cosmetic attachments.
- Any and all upgrades or revisions related to controller software, relays, boards, drives and associated electrical components.
- All Babbitt style bearings or hoist cable shackles are excluded from repair, upgrade and/or replacement.
- Replacement of any and all governor rope and hoist cables due to rouging or exposure to moisture resulting from environmental conditions.

Contractor shall not be responsible for any work required, or any claims, liabilities, or damages caused by adverse machine room conditions, including temperature variations below 65 degrees and above 90 degrees Fahrenheit, or excessive humidity.

City shall be responsible for the cost of correcting all outstanding Elevator code and/or safety violations pre-existing on the Effective Date of this Agreement.

In time, the current equipment and system design may become outdated. Contractor shall not be responsible for modernizing, upgrading, repairing, re-manufacturing or performing any improvements due to obsolescence, dated technology and component revisions or alterations.

EXHIBIT "B"

FEE SCHEDULE

Citrus Center – 300 E. State Street, Redlands, CA 92373

Date Range	Monthly Rate	Annual Rate
July 1, 2022 to May 31, 2020	$2,726.00	$29,986.00
June 1, 2023 to June 30, 2023	$2,862.30	$2,862.30
TOTAL		$32,848.30

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.

LIFTECH ELEVATOR SERVICES, INC

By:_____ Date: _____

Suriel Castro, Administrative Manager

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of supply of unleaded and diesel fuel ("Agreement") is made and entered in this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Merrimac Petroleum, Inc. dba Merrimac Energy Group, 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 supply of unleaded and diesel fuel services for City (the "Services").

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Chris Boatman, Assistant City Manager Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

4.1 The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2022 (the "Initial Term"). The City shall have the option to extend the Initial Term of this

Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of One Million Two Hundred Thousand Dollars ($1,200,000) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of One Million Two Hundred Thousand Dollars ($1,200,000) for the first Extended Term; and One Million Two Hundred Thousand Dollars ($1,200,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Three Million Six Hundred Thousand Dollars ($3,600,000). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk	Evan Peters, Business Development
City of Redlands	Merrimac Petroleum, Inc. dba Merrimac Energy Group
35 Cajon Street	3738 Bayer Ave., Ste. 204
P.O. Box 3005 (mailing)	Long Beach, CA 90808
Redlands, CA 92373	epeters@merrimacenergy.net

jdonaldson@cityofredlands.org	562-420-6000
(909) 798-7531	562-420-6005

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

MERRIMAC PETROLEUM, INC. dba
MERRIMAC ENERGY GROUP

By: _____
Evan Peters, Business Development

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall furnish and use, at their own expense, all materials, labor tools, equipment, supplies and transportation to provide services required under the Agreement. Fuel products include unleaded gasoline and diesel fuel which shall be delivered on an as-needed basis to City locations specified herein.

The City currently purchases, and Contractor shall be required to provide, the following types of fuel products:

Gasoline	**Diesel Fuel**
87 Regular Unleaded CARB ETH	Ultra-Low Sulfur CARB Diesel (clear)

The quoted markup (markup or discount) offered shall remain firm throughout the contract period, although City may receive the benefit of any rebates, allowances, or other price reduction incentives offered to customers of Contractor, including any pass-through incentives from the refineries.

No upward price adjustment shall be due Contractor, when a Contractor delay beyond the 24-hour notice, causes a price increase after City places an order, unless Contractor's failure to make earlier delivery results from causes which are beyond the control of and without fault of Contractor.

Pricing shall be based on a variable price (Oil Price Information Service – **Closing** OPIS) tied to a published index (Unbranded Average for the Inland Empire Area, Colton) plus Contractor's positive or negative price differential.

Contractor shall be licensed in accordance with all applicable laws, rules and regulations, including but not limited to those promulgated in the California Business and Professions Code and by the California Air Resources Board. Contractor shall possess all necessary and applicable licenses required to transport motor vehicle fuels as may be issued by the State of California Department of Motor Vehicles (DMV) and the United States Department of Transportation (US DOT).

Adequate Resources:

Contractor shall have adequate office and personnel resources for responding to City's needs, including, but not limited to, telephone coverage Monday-Friday during the hours of 8:00a.m. through 5:00p.m. Contractor shall provide the first and last names and telephone number(s) of the person(s) to be contacted during City's normal working hours for order placement and resolution of contract issues. Contractor shall also provide the names of three (3) individuals, with home telephone numbers, cell phone numbers and pager numbers who may be contacted in the event of emergencies.

Contractor shall insure that all employees dealing directly with City with regard to the supply of Fuel Products are fully aware of all contract provisions, including the requirements of City and the obligations of Contractor. All of Contractor's drivers shall be familiar with all City fueling locations and the delivery

and the unloading requirements for each site. Contractor shall provide a dedicated account manager who shall be assigned to handle all contract issues, including the ordering and invoicing for same.

Equipment:

Contractor's equipment and vehicles shall be in good and safe working order and all personnel shall be trained in safety measures to preclude accidents endangering City personnel and property. Contractor shall have adequate and appropriate equipment for the delivery of goods on proposed contract. All vehicles used by Contractor in fulfilling the terms of the contract shall meet all applicable federal and state requirements for such vehicles, including US DOT, DMV and Caltrans codes and regulations and the State of California Emission Inspection Program.

All dispensing and measuring equipment shall be tested and certified in accordance with the State of California Business and Professions Code Division 5, Article 6 and shall meet the requirements of the California Air Resources Board. All delivery vehicles and dispensing equipment shall meet all current Federal and State requirements related to vapor recovery.

Contractor's equipment shall be compatible with City facilities, including, but not limited to, pumping equipment if needed, for filling underground fuel tanks and all of Contractor's personnel shall be experienced and properly trained to safely and efficiently operate all of the equipment to be used in fulfillment of the contract.

Fuel Specifications:

All fuel to be delivered on any order under the contract shall be homogenous and free of foreign matter and impurities and shall remain so in normal storage. The gasoline and diesel to be furnished under the contract shall meet, and conform to, all applicable ANSI and ASTM standards and the provisions of the Federal Clean Air Act (latest revision) as well as the applicable rules, regulations and requirements of the United Sates Environmental Protection Agency (USEPA), the California Air Resources Control Board (CARB), the California Department of Food and Agriculture Division of Measurement Standards and the San Joaquin Valley Air Pollution Control District (APCD) related to motor vehicle fuel standards. The gasoline and diesel must be of a quality equal to similar products furnished to the refiner's retail service stations.

Enhancers, such as alcohol, for the purpose of increasing octane are not acceptable. Diesel fuel provided shall meet ASTM Standard 975-97 and shall be Ultra-Low Sulfur CARB Diesel (clear). Diesel fuel shall contain any required additives necessary to prohibit the growth of bacteria and algae during storage (fuel and water-soluble biocide). Other additives such as water dispersants, corrosion inhibitors and detergents shall be added in accordance with best industry practices.

Failure to comply with the requirements of this section shall, at the option of the Fleet Supervisor, be deemed sufficient reason for rejection of any lot of fuel delivered, and Contractor shall, at no expense to City, remove that fuel from the tank(s) and shall perform whatever services that shall be necessary to restore the tank(s) and other equipment to an operable condition to the full satisfaction of City. Further, Contractor shall make full restitution for the quantities of fuel known to have been in the tank(s) immediately prior to the delivery of the rejected lot of fuel, and for any damage to the equipment or vehicles that may have occurred from use of the rejected fuel.

Ordering Procedure and Delivery:

One (1) gallon of fuel shall be equal in volume to one (1) fluid gallon or 231 cubic inches at a standard temperature of sixty (60 degrees Fahrenheit, as defined by the United States Bureau of Standards. Contractor shall be required to provide both truck and trailer and bobtail service in order to access all City fueling sites.

A City authorized fleet representative will notify contractor of the need for fuel. Contractor shall provide fuel delivery within twenty-four (24) hours of notification by City. Under periods of extreme usage, delivery may be required within a twenty-four (24) hour period. City's normal working hours are 8:00 a.m. to 5:00 p.m., Monday through Friday; however, City is open (24) hours for deliveries, Monday through Sunday, unless special arrangements are made with the individual fueling sites prior to delivery. Prior to off-loading City requests Veeder-Root ticket(s) to be printed and must match off-loading gallons. All deliveries resulting from this contract shall be F.O.B. Destination to City sites. Note: City's fueling locations have employees on site for extended hours. After award of contract, Contractor may be allowed to make routine deliveries outside of City's normal working hours on a site-by-site basis if agreeable to the representative for each site. Automatic deliveries may also be arranged at the sole discretion of the fueling sites.

For all deliveries not accomplished within twenty-four (24) hours, City reserves the right to procure the product(s) elsewhere and may bill Contractor the difference between the contract price and the actual purchase price, or any variation thereof, as liquidated damages, or City may deduct the difference in price from any monies due, or which may become due to Contractor. Failure to deliver within twenty-four (24) hours on more than one occasion may be grounds for contract termination without further cause.
City reserves the right to deny access to City property any delivery vehicles leaking fuel or other hazardous materials. Contractor will be notified of such denied access and shall make delivery of the denied load within one (1) working day of notification with a City approved vehicle. Ordering procedures may change when it is deemed in the best interest of City and Contractor shall adapt to changes as required by City.

Emergency Deliveries:

Deliveries requested outside of City's regular working hours of 8:00 a.m. to 5:00 p.m., Monday through Sunday shall be considered emergency deliveries, unless Contractor and City have agreed in advance to a routine delivery schedule encompassing the hours outside of normal working hours. Additionally, deliveries shall not be considered emergency deliveries if the after-hours delivery is due to Contractor failure to make a routine delivery of fuel within the normal working hours or if Contractor has made prior special arrangements for a routine after-hours delivery.

City shall endeavor to keep emergency deliveries to a minimum. However, in the event of an emergency, delivery shall be completed within twenty-four (24) hours of receipt of the request for emergency delivery. Contractor shall be allowed an additional payment for emergency deliveries. This cost shall be stated as per hour cost (plus cost of fuel), as noted on the Price and Fee Bid. Provisions of the contract shall in no way prohibit City from making an incidental purchase from another contractor for the same commodities as listed herein and emergency purchases may be obtained from contract contractor or other sources in order to best serve the interests of City.

Delivery Ticket/Manifest:

A delivery ticket (BOL) shall accompany each shipment. Fax and/or e-mail delivery tickets to Monica Duran, Senior Administrative Assistant at (909) 335-4782, Monica.Duran@cityofredlands.org. Alternate e-mails may be added at City's option. A legible signature and printed name of the designated City representative is to be obtained and recorded on the delivery ticket at the time of the delivery. Unsigned tickets may not be left at the delivery location and it shall be the driver's responsibility alone to insure that a delivery ticket has been signed. Invoices for payment, for which there is not a signed delivery ticket, may not be authorized for payment. Emergency deliveries may be excluded. Failure to provide a delivery ticket with each shipment may be grounds for termination of the contract without further cause.

Spillage and Cleanup:

Contractor shall be responsible for all spillage and damage which may occur during loading, transit and unloading operations. In the event of a spill or damage to property, Contractor shall immediately notify City's representative at the corresponding delivery location. Damages to property and spills caused by Contractor must be corrected immediately. Cleanup shall be performed in accordance with USEPA and State of California requirements. Any costs for repair of damage or correction of spillage performed by City due to Contractor's failure to make timely or satisfactory repairs, corrections or cleanup of spills shall be charged back to Contractor or deducted from monies owed to Contractor.

Demurrage:

Up to one-hour of "standing time" shall be allowed at no charge for the purpose of unloading. Contractor may assess demurrage charges, if the Contractor is unable to begin unloading fuel within one hour after the scheduled arrival at City of Redlands site due to delays caused by City operations. Demurrages charges shall apply in increments of one-quarter (1/4) hours.

EXHIBIT "B"

FEE SCHEDULE

UNLEADED FUEL

A. Unleaded Fuel: Bulk Purchase Full Truckload (8,000 + Gallons)	
	PPG
Discount Per Gallon (minus) COLTON RACK	**$-.1301**
Mark-up Per Gallon (plus) COLTON RACK	**$**
Delivery Charge	**$.0320**

B. Unleaded Fuel: Bulk Purchase Less than Full Truckload (2,500 – 7,999)	
	PPG
Discount Per Gallon (minus) COLTON RACK	**$-.1301**
Mark-up Per Gallon (plus) COLTON RACK	**$**
Delivery Charge	**$.0320**

C. Unleaded Fuel: Bulk Purchase Less than Full Truckload (less than 2,500)	
	PPG
Discount Per Gallon (minus) COLTON RACK	**$-.1301**
Mark-up Per Gallon (plus) COLTON RACK	**$**
Delivery Charge	**$.0320**

DIESEL FUEL

D. Diesel Fuel: Bulk Purchase Full Truckload (8,000 + Gallons)	
	PPG
Discount Per Gallon (minus) COLTON RACK	**$-.0890**
Mark-up Per Gallon (plus) COLTON RACK	**$**
Delivery Charge	**$.0330**

E. Diesel Fuel: Bulk Purchase Less than Full Truckload (2,500 – 7,999)	
	PPG
Discount Per Gallon (minus) COLTON RACK	**$-.0430**
Mark-up Per Gallon (plus) COLTON RACK	**$**
Delivery Charge	**$.0330**

F. Diesel Fuel: Bulk Purchase Less than Full Truckload (less than 2,500)	
	PPG
Discount Per Gallon (minus) COLTON RACK	**$.0019**
Mark-up Per Gallon (plus) COLTON RACK	**$**
Delivery Charge	**$.0623**

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.

MERRIMAC PETROLEUM, INC. dba
MERRIMAC ENERGY GROUP

By:_____ Date: _____
Evan Peters, Business Development

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of fuel site designated operator, maintenance, and repair services("Agreement") is made and entered in this 21st day of June, 2022("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and P.F. Services 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 fuel site designated operator, maintenance, and repair services for City (the "Services").

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by 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 Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The term of this Agreement shall be for a period of one (1) year from July 1, 2022 through June 30, 2023 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial

Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Seventy Thousand Eight-Four Dollars ($70,084) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of Seventy Thousand Eight Four Dollars ($70,084) for the first Extended Term; and Seventy Thousand Eight Four Dollars ($70,084) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Two Hundred Ten Thousand Two Hundred and Fifty-Two Dollars ($210,252). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit an invoice to City upon completion of the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk	Joan Fuerte, Vice President
City of Redlands	P.F. Services Inc.
35 Cajon Street	154-A West Foothill Blvd., #343
P.O. Box 3005 (mailing)	Upland, CA, 91786
Redlands, CA 92373	jfuerte@pf-services.com
jdonaldson@cityofredlands.org	909-949-9141
(909) 798-7531	Fax: 909-920-6453

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this

Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

P.F. SERVICES INC.

By: _____
Joan Fuerte, Vice President

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall provide Designated Underground Storage Tank (UST) Operator Services as well as testing, maintenance and repair services for its UST/AST fuel sites.

Contractor must be certified California UST System Operator. Services will include 30 Day inspections, annual & triennial testing, compliance management, maintenance, and repairs as required by, Federal, State, and Local regulations pertaining to UST and AST.

City Corporate Yard - Hours of Operation:
Monday through Friday open from 6am to 5pm.

LICENSE/CERTIFICATES

Contractor, Contractor's Employees and Contractor's Subcontractors shall provide copies of valid licenses and certificates for testing and repair of Monitoring systems, Tank and Piping systems, Dispensers, and related Equipment, including but not limited to (Veeder Root) Monitoring Equipment, Secondary Containment (SB989), Vapor Recovery, Healy, Contractors License, and HazWoper Certificates for each employee and/or subcontractor and their employees who may be on the job site. These licenses and certificates shall be kept up to date and current during the entire duration of the contract and must be presented upon request by any Federal, State, or Local Official. No Contractor, Contractor's Employees and Contractor Subcontractors shall perform work on Equipment for Sites that require such licenses or certificates without said license/certificate being current and valid.

LIQUIDATED DAMAGES

Uninterrupted fuel provision at City sites is our goal. Time is of the essence. If response by contractor to the site is not within the time stated, contractor acknowledges and agrees that such delay would seriously affect the public welfare and the operation of the City and those damages for such delay would be impractical or extremely difficult to determine. The parties agree that the sum of $125 per hour (for Emergency Service calls) for each hour of delay for each situation shall be fixed as liquidated damages (and not as penalty or forfeiture for breach). Liquidated damages shall apply where response is delayed beyond the time stated.

WARRANTY

Contractor shall warrant/guarantee all parts and work done hereunder against; failure due to defective material and/or faulty workmanship from date of acceptance of the work by the City of Redlands for a minimum of one (1) year.

State warranty period for workmanship/labor six (6) months

State warranty period for parts/equipment Manufacturers’ warranty (usually one (1) year)

VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact for order placement, order problems or special needs, etc.	
PRIMARY CONTACT:	
Contact Name:	Michele Martinez (& Joan Fuerte)
Contact Direct Phone: 909-949-9141	
Contact Fax:	909-920-6453
Contact E-mail:	service@pf-services.com (Michele & Joan both receive)

REPAIR & MAINTENANCE

Normal Business Hours: 8:30 A.M. to 4:30 P.M.

After-hours Phone Number: 909-949-9141 press the key to transfer to an on-call technician. (24/7)

EMERGENCY SERVICE CALLS

Response by phone required within thirty (30) minutes and onsite response required within two (2) hours of service call. Liquidated damages shall apply if response by contractor to the site is not within the time stated.

No more than one (1) Service Technician shall be allowed per service call without prior approval from the City

Contractor shall have valid Designated UST Operator(s) certification(s). A list of employee names, qualifications including copies of current International Code Council (ICC) certification(s) and expiration dates for persons conducting the Designated UST Operator services shall be provided with the bid. The City would prefer that the Designated Operator is also an ICC Certified UST Service Technician.

The Designated UST Operator shall provide general oversight of the UST program with specific emphasis on regulatory compliance issues. The Designated UST Operator shall fulfill the responsibilities set out in Title 23 of the California Code of Regulation, Chapter 16, Statute §2715 and §2716.

REQUIREMENTS

1. **30-Day Inspections- Inspections shall include, but not be limited to the following:**

    a. Alarm History - For UST sites monitored with a Veeder Root leak monitoring system, print and review the alarm history for the past month.

b. Alarms - Investigate all leak, liquid level, vacuum, brine, communication, and LLD alarms - Determine what caused the alarm and what action was taken in response to the alarm. Confirm that the response was appropriate. For containment- sump liquid alarms that have occurred since the last monthly inspection, review the service call record. If there is no record of a visit by an ICC- certified service technician, visually inspect the containment sump for the presence of liquid or debris.

c. Inspect Spill Containment - Check for the presence of liquid or debris in the spill buckets. If liquid is present, determine if the liquid is the result of water intrusion or overfill. If necessary, clean affected spill buckets at time of inspection.

d. Sumps - It is the DO's responsibility to open and inspect every sump (including transition sumps) during the monthly inspection. If necessary, clean affected sumps at time of inspection.

e. Leak Detection Sensors – All leak detection sensors must be redundant and properly placed, meaning each sensor is placed so that it is capable of continuously detecting a leak at the earliest possible opportunity. Sensors in UDCs and sumps must be continuous, tamper-proof, positioned at true vertical and located at the lowest point.

f. Test Overfill Alarm - Test the audible and visual overfill alarm on systems, if equipped. Test output relay, if applicable.

g. Visual Site Inspection - At fueling sites, visually inspect the hoses, breakaways and nozzles for leaks, or seeping, and check dispensers and card readers for external integrity. If present, inspect aboveground piping and hoses for leaks and seeping. At generator sites, check the day tank, the generator, and all aboveground piping for leaks and seeping. For any deficiencies observed, notify Fuel Operations Program Officer/designee immediately. Tag out affected fueling positions for any hanging hardware issues observed.

h. Test and Maintenance Documentation - Review documentation to confirm that all testing, maintenance, and certifications have been conducted within the proper time periods. This includes a review of all California State Water Resources Control Board, California Air Resources Board, South Coast Air Quality Management District and local CUPA requirements.

i. Training Verification - Review the Facility Employee Training Log to verify that all Facility Employees have been trained as required.

j. Compile results of the monthly inspection and suggested corrective action (where applicable) in a typed report (with Veeder Root Alarm History printout) on the Title 23 Appendix VIII form and leave it on site. Also submit and electronic copy of the inspection report and alarm history to the Fleet Superintendent and/or City Representative.

2. FACILITY EMPLOYEE TRAINING – In accordance with Title 23 of the California Code of Regulation, Chapter 16, Statue §2715, provide annual training to all existing facility employees, and all new facility employees prior to the City employee assuming their duties. Training shall include, but not be limited to the following topics:

a. Best Management Practices:
   i. Record Keeping
   ii. Preventive Maintenance
   iii. Delineation of Responsibility
   iv. Knowing your system and the spill response kit
   iiv. Compliance with all regulations

b. The Monitoring System
   i. Explanation of how the system is monitored, is redundant, and is continual.
   ii. The Monitoring Panel and how to respond to an alarm, including, but not limited to the name of a contact person for emergencies and monitoring equipment alarms.

c. Spills and Overfill Response - Provide training that covers the procedures to follow in the event of an unauthorized release.
   i. Emergency Contacts - Location of posted contacts list.
   ii. Proper Operation of the Fueling System

d. Site Repair Notification - In the event that the Designated UST Operator discovers a sub-standard condition at a UST site or a situation that is non-compliant, the Designated UST Operator shall call the Fleet Superintendent or their representative to initiate a service call to bring the site up to compliance.

FUEL SITE REPAIR, MAINTENANCE, TESTING AND ALARM RESPONSE

The City requires maintenance of fuel sites that includes furnishing and delivering parts, supplies, and accessories for gasoline and diesel dispensers, UST/AST. Additional miscellaneous items such as pumps, plumbing, tanks, nozzles and monitoring systems may also be requested.

Contractor shall have an adequate supply of replacement parts available on the service trucks. The supplies shall include, but are not limited to various Veeder-Root sensors (at least one of each type), Veeder-Root probe cables, spill bucket drain valves (at least one of each type), mechanical line leak detector and hanging hardware for a typical Gasoline and Diesel dispenser. Current equipment list available upon request of City representative.

Contractor shall be licensed and/or certified to perform all specific tests, repairs and alarm responses in compliance with all City, State and Federal regulatory agencies and in accordance to Departmental needs. Contractor shall provide proof of certifications at the City's request.

Fixed quotes may be required for projects and/or repairs. Contractor shall notify Fleet Services Coordinator and/or City Representative for any work that will exceed $1,000.00.

Contractor shall provide City with their list of petroleum equipment supply vendors. Written confirmation from the parts vendor shall be provided to the City if the contractor is unable to obtain the parts within 48 hours. Failure to provide written confirmation may result in liquidated damages.

Upon completion of test, Contractor shall submit an electronic copy of the test results and printouts to Fleet Services Coordinator and the proper regulatory Agency. Contractor is responsible for disposing of all waste generated during testing events.

REQUIREMENTS FOR DESIGNATED UST OPERATOR

1. Designated Operator shall maintain a current California UST System Operator Certification.

2. Designated Operator shall maintain a current California UST Service Technician Certification if existing at Effective Date of this Agreement.

3. Contractor, Contractor's Employees and Contractor's Subcontractors shall abide by all of the following requirements:

a. Contractor, Contractor's Employees and Contractor's Subcontractors shall wear uniforms with Company Name and Employee Name tag visible and Company Vehicle must be properly marked with Company's Name.

b) Contractor, Contractor's Employees and Contractor's Subcontractors shall perform all work in accordance to all City, State, and Federal Safety Standards and Regulations. Contractor shall obtain a copy of the City's Safety Policies and Procedures from the City's Risk Management Office.

c) Upon entering the Job Site, Contractor, Contractor's Employees and Contractor's Subcontractors shall check in with a City Employee (in person or by phone) and document start time on work order. Upon job completion, Contractor shall document time completion and have work order signed by a City Employee.

d) The Fleet Services Coordinator will identify the type of service response required when the request for service is initiated:

i. EMERGENCY RESPONSE: Phone response with 30 minutes of the initial call. Arrival on site within 2 hours of phone confirmation.

ii. Non-EMERGENCY RESPONSE: Confirmation of onsite arrival the next business day.

iii. GENERAL SERVICE REQUEST: Service needs to be completed prior to the next Designated Operator Inspection.

EXHIBIT "B"

FEE SCHEDULE

DESIGNATED OPERATOR SERVICES			
Item #	Item Description	Unit of Measure	Unit Price
1	30-Day Designated UST Operator Inspection	Each	**$140.00**
2	Training Per Employee	EA	**$40.00**
3	Meetings	EA	**$200.00**
TESTING SERVICES			
4	Annual AST Inspection	LT	**$125.00**
5	Annual Monitor Certification, Spill Bucket and Line Leak Detector Test	LT	**$500.00**
6	Annual Monitor Certification, Spill Bucket and Line Leak Detector RETEST	LT	**$350.00**
7	Annual Vapor Recovery Test	LT	**$650.00**
8	Annual Vapor Recovery Test RETEST	LT	**$350.00**
9	Secondary Containment Testing	LT	**$1,300.00**
10	Secondary Containment Testing RETEST	LT	**$650.00**
MAINTENANCE AND REPAIR SERVICES			
11	Maintenance and Repairs - Same Business Day Labor Rate Straight Time	HR	**$115.00**
12	Maintenance and Repairs - Same Business Day Labor Rate Over Time	HR	**$135.00**
13	Maintenance and Repairs - Same Business Day Labor Rate Double Time	HR	**$150.00**
14	Maintenance and Repairs - Same Business Day Travel	HR	**$50.00**
15	Maintenance and Repairs - Next Business Day Labor Rate Straight Time	HR	**$115.00**
16	Maintenance and Repairs - Next Business Day Labor Rate Over Time	HR	**$135.00**
17	Maintenance and Repairs - Next Business Day Labor Rate Double Time	HR	**$150.00**
18	Maintenance and Repairs - Next Business Day Travel	HR	**$50.00**
19	Maintenance and Repairs - Emergency Calls - Minimum Time (if any)	HR	**$125.00**
20	Maintenance and Repairs - Emergency Call Out charge during regular business hours	HR	**$125.00**
21	Maintenance and Repairs - Emergency Call Out charge during non-business hours	HR	**$190.00**
22	Maintenance and Repairs - Emergency Call Travel	HR	**$62.50**
23	Alarm Response - Minimum time charge	HR	**$115.00**
24	Alarm Response - During regular business hours	HR	**$115.00**
25	Alarm Response - During non-business hours	HR	**$150.00**
26	Alarm Response - Travel	HR	**$50.00**
27	Mark-up percentage for parts		**15%**

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.

P.F. SERVICES INC

By:_____ Date: _____

Joan Fuerte, Vice President

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of repair parts for heavy duty trucks ("Agreement") is made and entered in this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and P & S Truck Center ("Contractor"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to supply repair parts for heavy duty trucks services for City (the "Services").

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Chris Boatman, Assistant City Manager Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

4.1 The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2022 (the "Initial Term"). The City shall have the option to extend the Initial Term of this

Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Twenty-Nine Thousand Eight Hundred Fifty-Four Dollars and 40 Cents ($29,854.40) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of Twenty Nine Thousands Eight Hundred Fifty Four Dollars and 40 Cents ($29,854.40) for the first Extended Term; and Twenty Nine Thousands Eight Hundred Fifty Four Dollars and 40 Cents ($29,854.40) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Eighty Nine Thousand Five Hundred Sixty Three Dollars and Twenty Cents ($89,563.20). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk	Mary McKee, Owner
City of Redlands	P & S Truck Center
35 Cajon Street	161 E. Valley Blvd.
P.O. Box 3005 (mailing)	Rialto, CA 92376

Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531

pstruckcenter@hotmail.com
909-874-2000

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that

in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity

whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

P & S TRUCK CENTER

By: _____
Mary McKee, Owner

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall supply cost-effective heavy duty repair trucks parts in a timely efficient manner.

Contractor shall work collaboratively with staff to supply parts to repair various makes and models of heavy duty trucks.

The primary manufacturers are, but limited to:

- International
- Autocar
- Peterbilt

EXHIBIT "B"

FEE SCHEDULE

Prices include, but are not limited to: overhead costs, freight delivery, and all related fees.

Line Item	Parts Description	Part #	Brand	Unit	Unit Price	Core Charge* (if applicable)	Total Price
1	Brake Shoes Kit (Front w/23,000 lb. lining)	GG47020	Haldex	each	$56.46	$25.00	$81.46
2	Brake Shoes Kit (Rear)	GG47072	Haldex	each	$56.43	$25.00	$81.43
3	Brake Drum (Front)	61528B	Webb	each	$95.09	-	$95.09
4	Brake Drum (Rear)	66884B	Webb	each	$137.00	-	$137.00
5	Universal Joint	M676X	Merritor	each	$96.95	-	$96.95
6	Fan Clutch	90000	Kit Master	each	$532.00	$332.00	$864.00
7	Radiator	5900-06ST	Active	each	$840.00	-	$840.00
8	Water Pump	RW6079X	Haldex	each	$79.00	-	$79.00
9	Rear Brake Chamber	GC3030P40	Haldex	each	$42.43	-	$42.43
10	Power Steering Gear Box	TAS65008X	Steering Camp	each	$471.00	$200.00	$671.000
11	AC Compressor	03-3002-E	Truck Air	each	$229.00	-	$229.00
12	AC Drier	07-0602A	Truck Air	each	$19.61	-	$19.61

*A core charge is a fee that is added to the price of parts. When the old part (the core) is returned the City shall be reimbursed.

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

P & S TRUCK CENTER

By:_____ Date: _____

Mary McKee, Owner

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of fleet oil and lubricants supplies ("Agreement") is made and entered in this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and SC Commercial, LLC, dba SC Fuels, a Delaware 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 supply fleet oil and lubricants services for City (the "Services").

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Chris Boatman, Assistant City Manager Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2022 (the "Initial Term"). The City shall have the option to extend the Initial Term of this

Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.3 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Seventy-Nine Thousand One Hundred Fifty-One Dollars and Fifty-Five Cents ($79,151.55) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of Seventy-Nine Thousand One Hundred Fifty-One Dollars and Fifty-Five Cents ($79,151.55) for the first Extended Term; and Seventy Nine Thousand One Hundred Fifty-One Dollars and Fifty-Five Cents ($79,151.55) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Two Hundred Thirty-Seven Thousand Four Hundred Fifty-Four Dollars and Seventy Cents ($237,454.70). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk	Robert W. Bollar, Corporate Secretary & Vice President
City of Redlands	SC Commercial, LLC., dba SC Fuels
35 Cajon Street	PO Box 4159

P.O. Box 3005 (mailing)	Orange, CA 92863
Redlands, CA 92373	fuelbids@scfuels.com
jdonaldson@cityofredlands.org	714-744-7140
(909) 798-7531	

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that

in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity

whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

SC COMMERCIAL, LLC., dba SC FUELS

By: _____
Robert W. Bollar, Corporate Secretary
& Vice President

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall supply fleet oil and lubricants to the City's Corporate Yard, located at 1270 W. Park Avenue, Building E., Redlands CA 92373. Contractor shall be within 20 miles from the Corporate Yard.

Contractor shall have the capabilities for a one (1) to three (3) business day maximum turnaround time for product delivery. Any deviations to this timeframe requires prior approval by Fleet Services Coordinator.

ENVIRONMENTAL AND SAFETY AND HEALTH STANDARDS COMPLIANCE

Contractor shall comply with applicable environmental statutes, regulations & guidelines in performing the work required under this agreement. Contractor shall also comply with applicable Occupational Safety and health standards, regulations and guidelines in performing the work required under this agreement.

Contractor shall have a qualified representative meet with the Fleet Services Coordinator monthly and review current oil and lubricant levels, and assist in reorder as necessary.

EXHIBIT "B"

FEE SCHEDULE

Re-refined lubricants will not be accepted.

Prices include all costs for the products described. All overhead costs, including, but not limited to, delivery & stock fees shall be included in the product rate. Prices shall remain in effect for the term of the contract.

ESCALATION AND DE-ESCALATION OF BID PRICE

During the life of a contract awarded pursuant to this Request for Bid, including any extensions thereof, there may be a general published manufacturer's price change OR a general market change, as evidenced by prices paid by other governmental entities or private organizations, in either the cost of materials or labor of the product or service specified herein. Within thirty (30) calendar days of a DECREASE in price, a successful bidder shall have an AFFIRMATIVE DUTY to (1) notify the City of market, manufacturer or laborer decreases in prices; and (2) to extend the full decrease to the City. Failure of a successful bidder to notify the City and/or extend such decrease(s) may be considered a breach of contract.

In event of an INCREASE in price, the City may allow, upon presentation of suitable proof and thirty (30) calendar days' advanced written notice, an increase over bid price. Increases will apply only to products or services affected by an increase in raw material, labor, or other like cost factors. No increase will be allowed earlier than (120) calendar days from date of contract award, including thirty (30) calendar days' advanced written notice and written approval by authorized City staff.

If the Contractor proposes a price increase, the Contractor shall be required to submit any price increases to authorized city staff. Said notice shall show item number, current price, suggested price increase, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the contract if price increases are not acceptable. Documentation may be required to provide justification for any increases based on the US Bureau of Labor Statistics, Consumer Price Index increases or manufacturer increases that are out of the control of the Contractor.

	PRODUCT DESCRIPTION	**DELIVERY METHOD**	**UNIT PRICE**
1.	15w40 CK-4 Motor Oil Approved for Cummins CES 20086 & Natural Gas CES 20092 specifications	Transfer of Gallon Max 250 gal	$13.00 p/gal
2.	5w30 Motor Oil SP/GF6	55 Gal Drum	$8.29 p/gal
3.	Full Syn Multi Vehicle ATF	Transfer of Gallon Max 250 gal	$19.74 p/gal
4.	ATF Dexron III / Mercon	Transfer of Gallon Max 250 gal	$8.29 p/gal
5.	Hydraulic Fluid AW 68	Transfer of Gallon Max 250 gal	$11.982 p/gal
6.	80/90 Gear Oil GL-5	55 Gal Drum	$12.29 p/gal
7.	5w20 Full Syn Motor Oil SP/GF6	55 Gal Drum	$12.29 p/gal
8.	Synthetic ATF Allison TES 295 Approved	55 Gal Drum	$28.24 p/gal

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.

SC COMMERCIAL, LLC, dba SC FUELS

By:_____ Date: _____

Robert W. Bollar,
Corporate Secretary & Vice President

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of lift equipment maintenance and repair ("Agreement") is made and entered in this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Southwest Lift & Equipment Inc. ("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 lift equipment maintenance and repair services for City (the "Services").

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Chris Boatman, Assistant City Manager Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2022 (the "Initial Term"). The City shall have the option to extend the Initial Term of this

Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.3 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of One Hundred Thirty-Four Thousand Dollars ($134,000) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of One Hundred Thirty-Four Thousand Dollars ($134,000) for the first Extended Term; and One Hundred Thirty-Four Thousand Dollars ($134,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Four Hundred Two Thousand Dollars ($402,000). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373

CONTRACTOR

Jane Wingenfeld, Treasurer
Southwest Lift & Equipment, Inc.
254 E. Valley Street
San Bernardino, CA 92408
jana@southwestlift.com

jdonaldson@cityofredlands.org 909-867-9820
(909) 798-7531 Fax 909-867-9821

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

SOUTHWEST LIFT & EQUIPMENT, INC.

By: _____
Jana Wingenfeld, Treasurer

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall to provide accurate replacement parts, safety Inspections, PM Services and Repairs for Rotary Heavy-Duty Vehicle Lift, Benwill aboveground lift, Western inground lifts, Samson grease pumps; hose reels, dispensers, and dispensing equipment, PlymoVent exhaust reels, Electric and Gas Air Compressors, and other associated equipment as needed.

Lifts – Quantity (2) Western Lift INGROUND FORWARD AND AFT (Annual inspection and service)

- Complete annual lift inspection and tag lift with date of inspection.
- Inspect hoist pit for any oil and debris.
- Inspect lifts saddles.
- Grease as required.
- Complete inspection of pneumatic components including hydraulic lines and connections to the lift pump.
- Check hydraulic operation of the lift in fully raised and lowered position.
- Check hydraulic fluid levels and fluid condition. Make sure fluid levels are correct.
- Inspect and test mechanical safety locks for any wear.
- Inspect lockjaw hinges.
- Inspect lift seals and seal plates.
- Check and adjust chain as needed.
- Clean all debris inside of pit.
- Check the valves for leaks, clean and repair as needed.
- Verify all OSHA required operation and safely labels are in place and legible.
- Maintain and provide service reports in data file for equipment monitoring
- Provide Inspection Certificate.

Lifts – Quantity (2) Western 8k (WP2) 2 POST INGROUND (Annual inspection and service)

- Complete annual lift inspection and tag lift with date of inspection.
- Inspect lifts saddles and lock pins.
- Grease as required.
- Complete inspection of pneumatic components including hydraulic lines and connections to the lift pump.
- Check hydraulic operation of the lift in fully raised and lowered position.
- Check hydraulic fluid levels and fluid condition. Make sure fluid levels are correct.
- Inspect lift seals and seal plates.
- Inspect and test mechanical safety locks for any wear.
- Check the valves for leaks, clean and repair as needed.
- Verify all OSHA required operation and safely labels are in place and legible.
- Maintain and provide service reports in data file for equipment monitoring
- Provide Inspection Certificate.

Lifts – Quantity (1) Benwill 7k 2 POST ABOVEGROUND (Annual inspection and service)

- Complete annual lift inspection and tag lift with date of inspection.
- Inspect lifts pads, arm locks, and pins.
- Check the lowering speed with a representative vehicle on the lift.
- Lubricate and adjust as needed.
- Complete inspection of electrical wiring and plugs.
- Complete inspection of pneumatic components including hydraulic lines and connections to the lift pump.
- Check hydraulic operation of the lift in fully raised and lowered position.
- Check hydraulic fluid levels and fluid condition. Make sure fluid levels are correct.
- Inspect and test mechanical safety locks for any wear.
- Verify all OSHA required operation and safely labels are in place and legible.
- Examine all structural components and welds.
- Examine concrete around columns for stress cracks.

- Check and adjust chain as needed.
- Clean the motor, tank and pump assembly and inspect for leaks.
- Check all fastening devices for tightness including floor anchor bolts.
- Maintain and provide service reports in data file for equipment monitoring
- Provide Inspection Certificate.

Lifts – Quantity (1) Rotary 30k 4 POST ABOVEGROUND (Annual inspection and service)

- Complete annual lift inspection and tag lift with date of inspection.
- Lubricate and adjust as needed.
- Check the lowering speed with a representative vehicle on the lift.
- Complete inspection of electrical wiring and plugs.
- Verify all OSHA required operation and safely labels are in place and legible.
- Examine all structural components and welds.
- Examine concrete around columns for stress cracks.
- Complete inspection of pneumatic components including hydraulic lines and connections to the lift pump.
- Check hydraulic operation of the lift in fully raised and lowered position.
- Check hydraulic fluid levels and fluid condition. Make sure fluid levels are correct.
- Inspect and test mechanical safety locks for any wear.
- Check and adjust cables as needed.
- Check bearings and pulleys for wear.
- Check all fastening devices for tightness including floor anchor bolts.
- Clean the motor, tank and pump assembly and inspect for leaks.
- Check hydraulic operation of rolling jack unit (15k) and inspect for worn and damaged parts.
- Maintain and provide service reports in data file for equipment monitoring
- Provide Inspection Certificate.

Samson grease pump, hose reels, and dispensing equipment (Annual inspection and service)

- Hose reels will be completely extended, inspected for hose condition and thoroughly cleaned.
- Hose reels will be inspected for leaks and proper operation
- Hose reel hose spring tension will be inspected, adjusted, or replaced as needed.
- Pumps and dispensers will be tested for proper operation, leaks and fluid (I would take “dispense tracking” out. I don’t believe you have tracking for the dispensers)
- Inspection of shut-off valves and inlet hoses.
- Maintain and provide service reports in data file for equipment monitoring

Exhaust Hose Reels-Quantity (5) PlymoVent (Annual inspection and service)

- Exhaust Hose Reels will be completely extended and retracted.
- Exhaust Hoses will be inspected and checked for leaks and condition.
- Exhaust Hose motor assy. will be inspected, cleaned and checked for proper operation.
- Complete inspection upon completion
- Maintain and provide service reports in data file for equipment monitoring

Electric Air Compressors (6) and Tanks (7) (Semiannual inspection and service)

- Drain and replace pump oil.
- Replace air filters.
- Inspect belts.
- Inspect for leaks.
- Clean units.
- Grease motor.

Gas Air Compressors (2) on Service Trucks (Every 3 month inspection and service)

- Drain and replace engine oil. Replace air filters.
- Inspect belts.
- Inspect for leaks.
- Clean units.
- Chain spark plug.

Diesel Air Compressors (1) on Landfill Truck (Every 3 month inspection and service)

- Drain and replace engine oil.
- Replace air filter.
- Inspect belts.
- Inspect for leaks.
- Clean unit.

Tire Changer (1) and Balancer (1) (Annual inspection and service)

- Inspect for proper operations and leaks.
- Inspect pressure regulator and oiler, fill as needed.
- Inspect table, jaws, bead breaker, foot pedals, fill hose, and repair or replace as needed.
- Calibrate balancer as needed.

Certify Technicians

- Certify technicians on lifts, tire balancer, and tire changer

Other Associated Equipment AS-Needed (inspect, replace, or purchase)

- Jacks (floor jacks, low profile jacks)
- Fast Pipe
- Tsunami filter with drain kit and filter elements (purchase and install)
- Air compressors / generators (purchase and install)
- Fuel transfer pump (purchase and install)
- Welding for compressors, hose reels, and equipment to be fitted to service trucks
- Grease pump kit and high-pressure grease reel (purchase and install)
- Other equipment as needed.

Lift Models:

- Benwill - TP-7 (2 post 7,000 lb. capacity)
- Rotary - SM300-100 (4 post 30,000 lb. capacity)
- Rotary - FC5710 (rolling jack 15,000 lb. capacity)
- Western - WP2 (2 post inground 8,000 lb. capacity)
- Western - AC 1010 (Forward and Aft inground, 24,000 capacity)
- Western - 10210 (Forward and Aft inground, 36,000 capacity)

Electric, Gas, and Diesel Compressor Models:

- Ingersoll Duplex
- Industrial Air
- Bel-Air
- Champion
- Ingersoll
- Mi-T-M

Tire Changer and Balancer Model:

- Tire Changer – Giuliano Maxi GT
- Balancer - Coats 1000.

EXHIBIT "B"

FEE SCHEDULE

Description Type	Price per Service
Electric Compressor Service	$250.00 each
Gas Compressor Service	$250.00 each
Diesel Compressor Service	$250.00 each
Lift Certifications	$250.00 each
Service Call Truck/Charge	$0.00
Labor Rate	$138.00 per hour
Parts	15% markup

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.

SOUTHWEST LIFT & EQUIPMENT, INC.

By:_____ Date: _____

Jana Wingenfeld, Treasurer

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of April 2022 at 11:00 a.m.** on behalf of the Facilities and Community Services Department-Fleet Division for **Ford OEM Parts and Service – FCS03102022MD-06**. 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)	Bid Amount Classification A: Option 1A	Bid Amount Classification A: Option 1B	Bid Amount Classification B
1	Fairview Ford Sales Inc., San Bernardino CA	Yes	N/A	$123,150.00	$120,750.00	$23,971.40
2	Ken Grody Ford, Redlands CA	Yes	N/A	$ 98,535.00	$ 98,535.00	$24,667.30

*Bids listed alphabetically

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Monica Duran

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of April 2022 at 11:00 a.m.** on behalf of the Facilities and Community Services Department-Fleet Division for **Hazardous Waste Materials-FCS03102022MD-07**. 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 (1)	Total Bid Amount
1	Haz Mat Trans Inc., San Bernardino CA	Yes	1 Acknowledged	$48,797.00
2	ACT Enviro, Redlands CA	Yes	1 Acknowledged	$83,976.98
3	Heritage Crystal Clean, Elgin IL	Yes	1 Acknowledged	$98,516.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Monica Duran

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of April 2022 at 11:00 a.m.** on behalf of the Facilities and Community Services Department-Fleet Division for **Ford OEM Parts and Service – FCS03102022MD-06**. 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)	Bid Amount Classification A: Option 1A	Bid Amount Classification A: Option 1B	Bid Amount Classification B
1	Fairview Ford Sales Inc., San Bernardino CA	Yes	N/A	$123,150.00	$120,750.00	$23,971.40
2	Ken Grody Ford, Redlands CA	Yes	N/A	$ 98,535.00	$ 98,535.00	$24,667.30

*Bids listed alphabetically

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Monica Duran

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **11th day of April 2022 at 11:00 a.m.** on behalf of the Facilities and Community Services Department for **Hillside Cemetery Landscape Maintenance – FCS20220322LA**. 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	Leafwise Landscape, Moreno Valley CA	Yes	1 Acknowledged	$76,275.20

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Tricia Swope; Larry Alms

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of April 2022 at 11:00 a.m.** on behalf of the Facilities and Community Services Department-Fleet Division for **Fleet Bulk Fuel Unleaded and Diesel – FCS03102022MD-04**. 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 (1)	Total Bid Amount Unleaded Fuel	Total Bid Amount Diesel Fuel
1	Mansfield Oil, Gainesville GA	Yes	1 Acknowledged	$47,197.62	$47,859.10
2	Merit Oil Co., Bloomington CA	Yes	1 Acknowledged	$67,248.80	$67,060.00
3	Merrimac Petroleum Inc., Long Beach CA	Yes	1 Acknowledged	$46,430.40	$47,450.40
4	Pinnacle Petroleum, Huntington Beach CA	Yes	1 Acknowledged	$47,587.54	$47,743.01
5	SC Fuels, Orange CA	Yes	1 Acknowledged	$48,772.50	$49,026.50

*Bids are listed in alphabetical order

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Monica Duran

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of April 2022 at 11:00 a.m.** on behalf of the Facilities and Community Services Department-Fleet Division for **Fuel Site Designated Operator, Maintenance and Repair Services – FCS03102022MD-01**. 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	P.F. Services, Upland CA	Yes	N/A	$70,084.00
2	Fleming Environmental Inc., Fullerton CA	Yes	N/A	$80,895.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Monica Duran

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of April 2022 at 11: 00 a.m.** on behalf of the Facilities and Community Services Department-Fleet Division for **Repair Parts for Heavy Duty Trucks – FCS03102022MD-05**. 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	P&S Truck Center, Rialto CA	Yes	N/A	$29,854.40
2	Velocity Truck Centers, Fontana CA	Yes	N/A	$35,544.60
3	Fire Apparatus Solutions, Rialto CA	Signed Addenda page only	N/A	$38,746.56
4	Cutting Edge Parts, Yucaipa CA	Yes	N/A	$67,248.45

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Monica Duran

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of April 2022 at 11:00 a.m.** on behalf of the Facilities and Community Services Department-Fleet Division for **Fleet Oil and Lubricants – FCS03102022MD-02**. 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 (1)	Total Bid Amount
1	SC Fuels, Orange CA	Yes	1 Acknowledged	$ 79,151.55
2	Orange Line Oil Company, Pomona CA	Yes	2 Acknowledged	$ 83,397.95
3	Van De Pol Enterprises, Santa Fe Springs CA	Yes	1 Acknowledged	$114,714.20

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Monica Duran

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of April 2022 at 11:00 a.m.** on behalf of the Facilities and Community Services Department-Fleet Division for **Lift Equipment Maintenance and Repair – FCS03102022MD-03**. 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	Southwest Lift & Equipment, San Bernardino CA	Yes	N/A	$134,000.00
2	Autolift Services, Los Alamitos CA	Yes	N/A	$178,870.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Monica Duran

"A City That Works"

City Council Meeting **K. 12.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the approval and award of a construction contract to Deark E&C, Inc., for an amount not-to-exceed $314,190 for the FY20-21 Community Development Block Grant (CDBG-CV3) Redlands Senior Center Improvement - Outdoor Dining Area for Seniors Construction Project, Project No. 03012022JN, and determination that the project is categorically exempt from environmental review under Section 15303(e) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Chris Boatman)

MOTION(S):

If the City Council determines staff recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine approval of a construction contract with Deark E&C, Inc. for the Redlands Senior Center Outdoor Dining Area Project is categorically exempt from environmental review in accordance with Section 15303(e) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve the construction contract with Deark E&C, Inc. for the Redlands Senior Center Outdoor Dining Area Project for an amount not-to-exceed $314,190.

RECOMMENDATION:

Staff recommends that the City Council determine that approval of the contract for the FY20-21 Community Development Block Grant (CDBG-CV3) Redlands Senior Center Improvement - Outdoor Dining Area for Seniors Construction Project, Project No. 03012022JN, is categorically exempt from environmental review in accordance with Section 15303(e) of the State’s guidelines implementing the California Environmental Quality Act. Staff further recommends that City Council approve the FY20-21 Community Development

Block Grant (CDBG-CV3) Redlands Senior Center Improvement - Outdoor Dining Area for Seniors Construction Project, Project No. 03012022JN, contract with Deark E&C, Inc., for an amount not-to-exceed $314,190.

DISCUSSION:

On July 6, 2021, Agenda Item No. K.2, the City Council approved the County of San Bernardino's Fiscal Year 2021-22 Community Development Block Grant COVID-19 (CDBG-CV3) funding for a variety of city projects. One of the projects included in the scope of these funds was the Redlands Senior Center Improvement - Outdoor Dining Area for Seniors project in the amount of $259,920 that was reprogrammed from other canceled projects. An additional amount of $52,448.92 has been reprogrammed for this project for a grand total of $312,368.92 in CDBG-CV3 funding. The project consists of a 3,600 square foot covered patio with associated outdoor furniture within the courtyard area of the City's Senior Center located at 111 West Lugonia Avenue.

The scope of the work will also include the construction of an ADA-compliant ramp, fabrication and installation of guardrails, chain link fence and gate, concrete block wall, storm drain and raised planters. The plans and specifications were completed in February 2022, and approved on April 7th 2022 by the County of San Bernardino for funding purposes. As a result, a request for bids was placed on April 8th and on April 28th, 2022, the City Clerk's office received and opened three (3) bids. The bids were reviewed by staff to determine if they were responsive to bid requirements. Based on the attached bid analysis, Deark E&C, Inc. is the lowest responsive and responsible bidder. Therefore, it is recommended that City Council award a construction contract to Deark E&C, Inc., for an amount not-to-exceed $314,190. If approved, it is anticipated the project will be completed within ninety (90) calendar days from issuance of a Notice to Proceed.

The following three (3) Project bids were received before the submittal deadline:

BID OPENING REPORT SUMMARY	
BIDDER	**BID AMOUNT**
Deark E & C, Inc., Gardena, CA	$314,190
Three Peaks Corp., Calimesa, CA	$410,069
AG Construction, Tarzana, CA	*$485,881

*An arithmetic error was discovered in the bid proposal. The total bid amount was corrected and highlighted in the attached bid analysis to identify arithmetic errors, but did not affect the ranking.

Furthermore, this project is categorically exempt from environmental review in accordance with Section 15303(e) of the State's guidelines implementing the California Environmental Quality Act (CEQA) as the project involves the construction of an accessory structure or patio at an existing city facility.

ALTERNATIVES:

City Council may reject all bids and direct staff to re-advertise the project. However, this is not recommended because it would delay the project as well as potentially affect the CDBG-CV3 funding availability due to timeliness of project progression. Additionally, the deadline declared by the County of San Bernardino for fully expending CDBG-CV3 funding is Friday, April 28, 2023.

STRATEGIC PLAN:

The project supports Strategic Plan Priority D, Strategic Objective 3.

SUBMITTED BY:
Chris 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
Tabitha Kevari, Assistant Director/FCS

PREPARED BY:
Jawad Naderi, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 2021-22
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	1,821.08
Budgeted Y/N:	Y
Account No.:	101309

Discussion:

The Senior Center Outdoor Dining Facilities Rehabilitation Construction Project is funded by the Fiscal Year 21/22 Community Development Block Grant COVID-19 (CBDG-CV) Funds in the amount of $312,368.92. The remaining amount of $1,821.08 is available within the Facilities and Community Services Department, Recreation Division budget.

Attachments

Deark E&C Inc. Contract
Bid Opening Report
Bid Analysis

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 21st day of June, 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 Deark E&C, 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: Senior Center Outdoor Dining Facilities Construction Project No. 03012022JN, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Senior Center Outdoor Dining Facilities Construction Project No. 03012022JN (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Three Hundred Fourteen Thousand One Hundred Ninety Dollars ($314,190.00) 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 Ninety (90) 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)

_____
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
Facilities and Community Services Department
Senior Center Outdoor Dining Facilities Construction Project
Project No. 03012022JN

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 _____, 2022.

_____
(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 DEARK E&C, INC. (hereinafter designated as "Principal") have entered into an agreement dated June 21, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Senior Center Outdoor Dining Facilities Construction, Project No.03012022JN and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of Three hundred fourteen thousand one hundred ninety dollars ($314,190.00) 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 _____, 2022.

(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 Deark E&C, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated June 21, 2022, and identified as Senior Center Outdoor Dining Facilities Construction, Project No.03012022JN is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commending the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Three hundred fourteen thousand one hundred ninety dollars ($314,190.00) 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 _____, 2022.

(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 **28th day of April 2022 at 1:30 p.m.** on behalf of the Facilities and Community Services Department for **Senior Center Outdoor Dining Facilities Construction Project No. 03012022JN**. 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	DEARK E&C Inc., Gardena CA	Yes	Yes	N/A	$314,190.00
2	Three Peaks Corp., Calimesa CA	Yes	Yes	N/A	$410,069.00
3	AG Construction, Tarzana CA	Yes	Yes	N/A	$485,881.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Jawad Naderi

ATTACHMENT "C"

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES DEPARTMENT
BID ANALYSIS

PROJECT NO. 03012022JN — BID DATE: 28-Apr-2022
Senior Center Outdoor Dining Facilities Construction Project — EST. START DATE: 1-Jul-2022

Item No.	Bid Item	Quantity	Unit	DEARK E&C, INC.		Three Peaks Corp		AG Construction	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization	1	LS	$15,000.00	$15,000.00	$10,000.00	$10,000.00	$25,000.00	$25,000.00
2	Site surface leveling and grading	423	SY	$50.00	$21,150.00	$18.00	$7,614.00	$20.00	$8,460.00
3	Compact subgrade	423	SY	$10.00	$4,230.00	$12.00	$5,076.00	$50.00	$21,150.00
4	6" Class II Aggregate Base Material-Supply and compac	70	CY	$100.00	$7,000.00	$61.00	$4,270.00	$67.00	$4,690.00
5	4" PCC Patio Pad	3,634	SF	$10.00	$36,340.00	$14.00	$50,876.00	$14.00	$50,876.00
6	Reinforcement Concrete	13	CY	$1,300.00	$16,900.00	$700.00	$9,100.00	$900.00	$11,700.00
7	8" Concrete Block Wall	350	SF	$50.00	$17,500.00	$70.00	$24,500.00	$60.00	$21,000.00
8	1 1/2" Steel Pipe Handrail and Guardrail	118	LF	$140.00	$16,520.00	$190.00	$22,420.00	$303.00	$35,754.00
9	ADA ramp with landing	175	SF	$50.00	$8,750.00	$40.00	$7,000.00	$25.00	$4,375.00
10	PCC storm trench	70	LF	$180.00	$12,600.00	$171.00	$11,970.00	$200.00	$14,000.00
11	Steel grate	70	LF	$100.00	$7,000.00	$156.00	$10,920.00	$160.00	$11,200.00
12	3 1/2" Storm drain ABS SCH 40 pipe	168	LF	$60.00	$10,080.00	$31.00	$5,208.00	$210.00	$35,280.00
13	Concrete Raised Planter	5	EA	$2,500.00	$12,500.00	$4,350.00	$21,750.00	$8,000.00	$40,000.00
14	Irrigation piping for 6 raised planters	1	LS	$2,000.00	$2,000.00	$11,000.00	$11,000.00	$7,500.00	$7,500.00
15	Chain link fence dual gate	35	SF	$130.00	$4,550.00	$151.00	$5,285.00	$310.00	$10,850.00
16	Chain link fence single gate	1	EA	$3,000.00	$3,000.00	$3,900.00	$3,900.00	$9,960.00	$9,960.00
17	Chain link fence	400	SF	$25.00	$10,000.00	$25.00	$10,000.00	$65.00	$26,000.00
18	Aluminum Patio cover	1,238	SF	$65.00	$80,470.00	$110.00	$136,180.00	$97.00	$120,086.00
19	Patio Cover Lighting	1	LS	$4,000.00	$4,000.00	$11,000.00	$11,000.00	$7,000.00	$7,000.00
20	Patio Cover Heater	12	EA	$1,400.00	$16,800.00	$3,000.00	$36,000.00	$1,500.00	$18,000.00
21	1" Electrical Conduit run	60	LF	$130.00	$7,800.00	$100.00	$6,000.00	$50.00	$3,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Bid Price				**$314,190.00**		**$410,069.00**		**$485,881.00**

Multiplication error on bid Item #8, Totals are corrected per item unit price